

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT  
Pursuant To Section 13 OR 15(D) of the Securities Exchange Act Of 1934

Date of report (Date of earliest event reported) April 18, 2008 (April 17, 2008)

**GameStop Corp.**

(Exact Name of Registrant as Specified in Charter)

Delaware 1-32637 20-2733559  
(State or Other Jurisdiction of (Commission File Number) (IRS Employer Identification No.)  
Incorporation)

625 Westport Parkway, Grapevine, Texas 76051  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code (817) 424-2000

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b) and (e) On April 17, 2008, GameStop Corp. (the "Company") entered into a letter agreement (the "Letter Agreement") with Steven R. Morgan, President of the Company, describing the terms of his election to resign his employment with the Company with the approval of the Company, effective May 2, 2008 (the "Effective Date"), a copy of which is attached as Exhibit 10.1. Under the terms of the Letter Agreement, (i) on November 3, 2008, Mr. Morgan will receive in a lump sum \$952,763.00, constituting Mr. Morgan's current annual salary, average annual bonus for the past three years, unpaid vacation pay and value of six months of medical benefits, plus interest thereon at 5% per annum from the Effective Date through November 3, 2008, (ii) he will be entitled to Company-paid COBRA medical benefits for up to eighteen months following the Effective Date, (iii) as of the Effective Date, all vesting restrictions regarding stock options and restricted stock that have been previously granted to Mr. Morgan by the Company shall lapse and such stock options and restricted stock shall then be fully vested, and (iv) Mr. Morgan will be subject to certain restrictive covenants, most through May 2, 2009 and some through May 2, 2010. The foregoing summary of the Letter Agreement is qualified in its entirety by reference to the actual Letter Agreement attached as Exhibit 10.1.

The responsibilities held by Mr. Morgan will be assumed by other members of the Company's senior management team.

**Item 9.01 Financial Statements and Exhibits**

(c) Exhibits

10.1 Letter Agreement, dated April 17, 2008, by and between the Company and Steven R. Morgan.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**GameStop Corp.**  
(Registrant)

Date: April 18, 2008

/s/ David W. Carlson

Name: David W. Carlson  
Title: Executive Vice President and  
Chief Financial Officer

[GAMESTOP CORP. LETTERHEAD]

April 17, 2008

Steven R. Morgan  
2007 Caspian Lane  
Colleyville, Texas 76034

Dear Steve:

This letter is intended to set forth our agreement regarding your election to resign employment with GameStop Corp. (the "Company") with the approval of the Company.

1. Resignation. You hereby resign as an employee of the Company and any of its subsidiaries effective as of the close of business on May 2, 2008.

2. Compensation and Benefits. You shall be entitled to the compensation and benefits set forth in clauses (i), (ii), (iii) and (iv) of Section 5(c) of your Executive Employment Agreement with the Company, dated December 9, 2005 (the "Employment Agreement"), subject to the limitation set forth in clause (vi) of said Section 5(c). We have provided you under separate cover with a schedule setting forth the aforementioned compensation and benefits, as well as the stock option and restricted stock grants referred to in paragraph 3 below. Notwithstanding any language in the Employment Agreement regarding the timing of these payments, the amounts described in Sections 5(c)(i), (ii) and (iv) of the Employment Agreement shall be paid, together with interest thereon on such amounts credited from May 2, 2008 through the date of payment at a rate equal to 5% per annum, in a single lump sum on November 3, 2008. For the avoidance of doubt, the foregoing provision is intended to constitute good faith compliance with the requirements of Section 409A(a)(2)(B)(i) of the Internal Revenue Code. In no event shall the Company set-off or withhold (or delay payment of) the amounts specified in the preceding sentence that are to be paid in a lump sum on November 3, 2008, except for applicable withholding taxes.

3. Stock Options and Restricted Stock. Effective as of May 2, 2008, all vesting restrictions regarding stock options and restricted stock that have been previously granted to you by the Company shall lapse and all such stock options and restricted stock shall then be fully vested. As required by the terms of the Company's Incentive Plan and related grant documents, all of your unexercised stock options must be exercised within 90 days following May 2, 2008. Any such stock options not exercised by such date will be forfeited without payment to you of any kind and will no longer be exercisable.

4. Protective Covenants. Except as provided in the last sentence of this paragraph 4, the protective covenants set forth in Sections 9(c), 9(d) and 9(e) of the

Employment Agreement shall continue in effect through May 2, 2009 and not thereafter. For these purposes, "Competing Business" as defined in Section 9(a) of the Employment Agreement shall mean solely "any person or entity that owns or controls, directly or indirectly, any business operating under any of the trade names set forth on Schedule A attached hereto, and any other start-up person or entity directly or indirectly operating a business the majority of whose revenues are or are expected to be derived from the retail sale and/or rental of video game hardware and/or software." In addition, (a) because the scope of the Company's operations are worldwide, the geographic scope of the protective covenants in Sections 9(d) and 9(e) shall be worldwide, and (b) all references to the Company in Sections 7, 8 and 9 of the Employment Agreement shall mean the Company and all of its subsidiaries. Notwithstanding the foregoing, the protective covenant set forth in Section 9(e) of the Employment Agreement shall continue in effect through May 2, 2010 and not thereafter in the case of any Competing Business operated under, or owned or controlled by any person or entity directly or indirectly operating a Competing Business under, the Game or Play 'N Trade trade name.

5. Employment Agreement. The Employment Agreement shall be considered amended and modified solely to the extent any provision hereof is inconsistent with the terms of the Employment Agreement.

If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter agreement.

GAMESTOP CORP.

By: /s/ David W. Carlson  
Name: David W. Carlson  
Title: Executive Vice President and  
Chief Financial Officer

ACCEPTED AND AGREED TO:

/s/ Steven R. Morgan  
Steven R. Morgan

**SCHEDULE A**

Amazon  
ASDA  
Best Buy  
Blockbuster  
Circuit City  
Dixons  
Game  
Media Mart  
Micromania  
Movie Gallery  
Play 'N Trade  
Target  
Tesco  
Wal Mart