

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No.1)\*

Take-Two Interactive Software, Inc.  
(Name of Issuer)

Common Stock, Par Value \$0.01  
(Title of Class of Securities)

874054109  
(CUSIP Number)

Marc Weitzen  
Icahn Capital LP  
767 Fifth Avenue, 47th Floor  
New York, New York 10153  
(212) 702-4300  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

January 20, 2010  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Section 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box / /.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

Item 1. Security and Issuer

The Schedule 13D filed with the Securities and Exchange Commission on December 17, 2009 by the Reporting Persons (the "Schedule 13D") with respect to the shares of Common Stock, par value \$0.01 (the "Shares") issued by Take-Two Interactive Software, Inc. (the "Issuer") is hereby amended to furnish the additional information set forth herein. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended by the addition of the following:

After conversations between representatives of the Reporting Persons and of the Issuer, the Issuer and Reporting Persons entered into an agreement dated January 20, 2010, a copy of which is attached hereto as Exhibit I and incorporated herein by reference. The Issuer announced on January 21, 2010 that it would include on its slate of nominees for director at the 2010 Annual Meeting, three persons suggested as nominees by Reporting Persons: SungHwan Cho, James L. Nelson and Brett Icahn. The Reporting Persons agreed, among other things, that they would vote their Shares at that meeting for those three persons and up to five additional persons being nominated by the Issuer, and would not otherwise solicit proxies in connection with the 2010 Annual Meeting. The agreement provides that should the number of shares beneficially owned (and able to be voted) by the Reporting Persons drop below 5% (net of any of their short equivalent positions) of the currently outstanding Shares, the three

suggested nominees would resign from the Board.

In connection with the agreement, Mr. Icahn stated that "Take-Two has industry leading development talent and intellectual property. I am a firm believer in the long-term potential of the Company, and from a corporate governance point of view I applaud the current board for its responsiveness."

The Reporting Persons continue to believe that the Shares are undervalued. The Reporting Persons may, from time to time and at any time, acquire additional Shares and/or other equity, debt, notes, instruments or other securities (collectively, "Securities") of the Issuer in the open market or otherwise. They reserve the right to dispose of any or all of their Securities in the open market or otherwise, at any time and from time to time, and to engage in any hedging or similar transactions with respect to the Securities.

Item 6. Contracts, Arrangements, Understandings or Relationship with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended by the addition of the following:

On January 20, 2010, the Reporting Persons and the Issuer entered into an agreement (a copy of which is attached hereto as Exhibit I and incorporated herein by reference) relating to the nomination of directors at the Issuer's 2010 Annual Meeting. See Item 4 for further detail.

Item 7. Material to be Filed as Exhibits

1 Agreement between the Reporting Persons and the Issuer dated as of January 20, 2010.

SIGNATURE

After reasonable inquiry and to the best of each of the undersigned knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 21, 2010

ICAHN PARTNERS MASTER FUND LP  
ICAHN PARTNERS MASTER FUND II LP  
ICAHN PARTNERS MASTER FUND III LP  
ICAHN OFFSHORE LP  
ICAHN PARTNERS LP  
ICAHN ONSHORE LP  
BECKTON CORP.  
HOPPER INVESTMENTS LLC  
BARBERRY CORP.  
ICAHN CAPITAL LP  
IPH GP LLC  
HIGH RIVER LIMITED PARTNERSHIP

By: Hopper Investments LLC, general partner

By: /s/ Edward E. Mattner

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Name: Edward E. Mattner  
Title: Authorized Signatory

ICAHN ENTERPRISES HOLDINGS L.P.

By: Icahn Enterprises G.P. Inc., its general partner

By: /s/ Vincent J. Intrieri

-----  
Name: Vincent J. Intrieri  
Title: Authorized Signatory

/s/ Carl C. Icahn  
-----  
CARL C. ICAHN

[Signature Page of Schedule 13D Amendment No. 1 -  
Take-Two Interactive Software, Inc.]

## AGREEMENT

This Agreement dated January 20, 2010 (this "Agreement"), is by and among the persons and entities listed on Schedule A (collectively, the "Icahn Group", and individually a "member" of the Icahn Group) and Take-Two Interactive Software, Inc. (the "Company"). In consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. Board Nomination. The Company agrees:

- (a) to include Brett Icahn, James Nelson and SungHwan Cho or their respective Replacements (as hereinafter defined) (each, an "Icahn Suggested Nominee", and collectively, the "Icahn Suggested Nominees") in its slate of nominees for election as directors of the Company at the Company's 2010 annual meeting of stockholders (the "2010 Annual Meeting");
- (b) that to the extent any of Brett Icahn, James Nelson or SungHwan Cho (or their respective Replacements) is unable to serve as a nominee for election as director or to serve as a director, for any reason, the Icahn Group shall have the right to submit the name of a replacement (the "Replacement") to the Company for its approval (such determination to be made in the sole discretion of the Company acting in good faith) and who shall serve as the nominee for election as director or serve as director. If the proposed Replacement is not approved by the Company, the Icahn Group shall have the right to submit another proposed Replacement to the Company for its approval (such determination to be made in the sole discretion of the Company acting in good faith). The Icahn Group shall have the right to continue submitting the name of a proposed Replacement to the Company for its approval until the Company approves that such Replacement may serve as a nominee for election as director or to serve as a director whereupon such person is appointed as the Replacement;
- (c) its slate of nominees for election as directors of the Company at the 2010 Annual Meeting shall not include Ben Feder, Grover C. Brown and John F. Levy; and
- (d) to use commercially reasonable efforts to cause the election of the Icahn Suggested Nominees to the Company's board of directors (the "Board") at the 2010 Annual Meeting (including recommending that the Company's stockholders vote in favor of the election of the Icahn Suggested Nominees and otherwise supporting them for election in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees in the aggregate).

## 2. Board Resignation.

- (a) If, at anytime after the date hereof, the Icahn Group, together with all Affiliates (as hereinafter defined) of the members of the Icahn Group, ceases collectively to beneficially own (as defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), net of Short Interests (as defined below), at least 4,159,359 shares of common stock, par value \$0.01 per share, of the Company (the "Common Stock") (which beneficial ownership shall include the right to vote at least 4,159,359 shares of Common Stock) (the "Ownership Threshold"), the Icahn Group shall cause each of the Icahn Suggested Nominees to promptly tender his resignation from the Board and any committee of the Board on which he then sits. In furtherance of this Section 2, each Icahn Suggested Nominee, upon his appointment to the Board, shall execute an irrevocable resignation as director in the form attached hereto as Exhibit A. "Short Interests" shall mean any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by a member of the Icahn Group or an Affiliate of a member of the Icahn Group, the purpose or effect of which is to short shares of Common Stock.
- (b) The Icahn Group hereby agrees to provide prompt written notice to the Company if together with its Affiliates, its beneficial ownership of Common Stock, net of Short Interests, no longer meets or exceeds the Ownership Threshold.

## 3. Proxy Contest and Other Matters.

- (a) So long as the Company has complied and is complying with its

obligations set forth in this Agreement, including those obligations set forth in Section 1 hereto, no member of the Icahn Group shall, and each member of the Icahn Group shall cause each Affiliate or Associate (as such terms are hereinafter defined) of any such members (such Affiliates and Associates, collectively and individually, the "Icahn Affiliates") not to, (i) become a "participant" (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in or actively assist any third party in any "solicitation" of "proxies" (as such terms are defined in Rule 14a-1 promulgated under the Exchange Act) for use at the 2010 Annual Meeting, (ii) encourage, advise or influence any other person or assist any third party in so encouraging, assisting or influencing any person with respect to the giving or withholding of any proxy vote at the 2010 Annual Meeting in opposition to the Company's slate of nominees for election as directors of the Company, (iii) present any proposal for consideration at the 2010 Annual Meeting or (iv) grant any proxy with respect to the 2010 Annual Meeting (other than to the named proxies included in the Company's proxy card for the 2010 Annual Meeting, which shall include the Icahn Suggested Nominees and no more than five other nominees) or deposit any of the Common Stock held by the Icahn Group or the Icahn Affiliates in a voting trust or subject them to a voting agreement or other arrangement of similar effect with respect to the 2010 Annual Meeting. For purposes of this Agreement: the terms "Affiliate" and "Associate" shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act, provided that neither the term Affiliate nor Associate shall include any person that is a publicly held company or whom is an officer or director of such publicly held company; and the terms "person" or "persons" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature.

- (b) So long as the Company has complied and is complying with its obligations set forth in this Agreement, including those obligations set forth in Section 1 hereto, each member of the Icahn Group shall cause all shares of Common Stock owned of record and shall instruct the record owner, in case of all shares of Common Stock beneficially owned (as defined in Rule 13d-3 promulgated by the SEC under the Exchange Act) but not owned of record, directly or indirectly, by it, or by any Icahn Affiliate, as of the record date for the 2010 Annual Meeting, to be present for quorum purposes and to be voted, at the 2010 Annual Meeting or at any adjournments or postponements thereof, in favor of the directors nominated by the Board for election at the 2010 Annual Meeting which shall include the Icahn Suggested Nominees and no more than five other nominees.

#### 4. Public Announcement.

- (a) The Company and the Icahn Group shall announce this Agreement and the material terms hereof by means of a press release in the form attached hereto as Exhibit B (the "Press Release") as soon as practicable on or after the date hereof. Neither the Icahn Group nor any Icahn Affiliate shall make or cause to be made, directly or indirectly, any public announcement or statement regarding this Agreement or the subject matter hereof, except as required by applicable law (in which case such statements shall not be inconsistent with or contrary to the statements made in the Press Release). Neither the Company nor any Company Affiliate shall make or cause to be made, directly or indirectly, any public announcement or statement regarding this Agreement or the subject matter hereof which is inconsistent with or contrary to the statements made in the Press Release.
- (b) From the date hereof until the adjournment of the 2010 Annual Meeting, neither the Company, on the one hand, nor the members of the Icahn Group, on the other hand, shall disparage the other party or its officers or directors; provided, however, that (i) the obligations of the Company under this Section 4(b) shall terminate in the event that any member of the Icahn Group or any Icahn Affiliate fails to comply with its obligations under this Agreement and (ii) the obligations of the members of the Icahn Group under this Section 4(b) shall terminate in the event that the Company fails to comply with its obligations under this Agreement.

5. Confidentiality Agreement. The Company hereby agrees that notwithstanding any policy of the Company, the Icahn Suggested Nominees are permitted to and may provide confidential information in accordance with the terms of the confidentiality agreement in the form attached hereto as Exhibit C (the "Confidentiality Agreement").

6. Representations and Warranties. Each of the parties hereto represents and warrants to the other party that:

- (a) such party has all requisite company authority and power to execute and deliver this Agreement and to consummate the transactions contemplated hereby;
- (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all required company or other action on the part of such party and no other proceedings on the part of such party are necessary to authorize the execution and delivery of this Agreement or to consummate the transactions contemplated hereby;
- (c) this Agreement has been duly and validly executed and delivered by such party and constitutes the valid and binding obligation of such party enforceable against such party in accordance with its terms; and
- (d) this Agreement will not result in a violation of any terms or provisions of any agreements to which such person is a party or by which such party may otherwise be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting such party.

7. Miscellaneous. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Court of Chancery or other federal or state courts of the State of Delaware, in addition to any other remedy to which they are entitled at law or in equity. Furthermore, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery or other federal or state courts of the State of Delaware in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Court of Chancery or other federal or state courts of the State of Delaware, and each of the parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief and (e) each of the parties irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such parties' principal place of business or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE THAT WOULD COMPEL THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

8. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by an agreement in writing executed by the parties hereto.

9. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by telecopy, when such telecopy is transmitted to the telecopy number set forth below and the appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this subsection:

if to the Company:           Take-Two Interactive Software, Inc.  
622 Broadway  
New York, NY 10012  
Attention: General Counsel  
Facsimile: (646) 536-2926

with a copy to:           Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Adam M. Turteltaub  
Facsimile: (212) 728-9129

if to the Icahn Group:   Icahn Capital LP  
767 Fifth Avenue, 47th Floor  
New York, NY 10153  
Attention: Marc Weitzen  
Facsimile: (212) 688-1158

10. Severability. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be

illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.

11. Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile or PDF) which together shall constitute a single agreement.

12. Successors and Assigns. This Agreement shall not be assignable by any of the parties to this Agreement but shall be binding on successors of the parties hereto.

13. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and the Icahn Suggested Nominees and is not enforceable by any other persons.

14. Fees and Expenses. Neither the Company, on the one hand, nor the Icahn Group, on the other hand, will be responsible for any fees or expenses of the other in connection with this Agreement.

15. Interpretation and Construction. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said independent counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this Agreement shall be decided without regards to events of drafting or preparation.

[Signature Pages Follow]

[Signature Page to Agreement]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Seth D. Krauss

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Name: Seth D. Krauss

Title: Executive Vice President and  
General Counsel

ICAHN PARTNERS MASTER FUND LP  
ICAHN PARTNERS MASTER FUND II LP  
ICAHN PARTNERS MASTER FUND III LP  
ICAHN OFFSHORE LP  
ICAHN PARTNERS LP  
ICAHN ONSHORE LP  
ICAHN CAPITAL LP  
IPH GP LLC  
ICAHN ENTERPRISES G.P. INC.  
ICAHN ENTERPRISES HOLDINGS L.P.

BECKTON CORP.

HOPPER INVESTMENTS LLC

BARBERRY CORP.

HIGH RIVER LIMITED PARTNERSHIP

By: Hopper Investments LLC, general partner

By: \_\_\_\_\_

Name: Edward Mattner

Title: Authorized Signatory

ICAHN CAPITAL LP

By: IPH GP LLC, its general partner

By: Icahn Enterprises Holdings L.P., its  
sole member

By: Icahn Enterprises G.P. Inc., its  
general partner

IPH GP LLC

By: Icahn Enterprises Holdings L.P., its  
sole member



By: Icahn Enterprises G.P. Inc., its  
general partner

ICAHN ENTERPRISES HOLDINGS L.P.

By: Icahn Enterprises G.P. Inc., its  
general partner

ICAHN ENTERPRISES G.P. INC.

By: \_\_\_\_\_

Name: Dominick Ragone

Title: Chief Financial Officer

CARL C. ICAHN

/s/ Carl C. Icahn

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SCHEDULE A

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High River Limited Partnership  
Hopper Investments LLC  
Barberry Corp.  
Icahn Partners Master Fund LP  
Icahn Partners Master Fund II LP  
Icahn Partners Master Fund III LP  
Icahn Offshore LP  
Icahn Partners LP  
Ichan Onshore LP  
Icahn Capital LP  
IPH GP LLC  
Icahn Enterprises Holdings L.P.  
Icahn Enterprises G.P. Inc.  
Beckton Corp.  
Carl C. Icahn

EXHIBIT A

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[FORM OF IRREVOCABLE RESIGNATION]

[Date]

Attention: Chairman of the Board of Directors

Reference is made to the Agreement, dated as of January 20, 2010 (the "Agreement"), by and among Take-Two Interactive Software, Inc. (the "Company") and the Icahn Group (as defined therein). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

In accordance with Section 2 of the Agreement I hereby irrevocably tender my resignation (the "Resignation") as a director of the Board effective as of the occurrence of a Resignation Event (as defined below), the acceptance, by executing below, of this resignation by the Board (excluding me and the other Icahn Suggested Nominees) and the delivery of this fully executed Resignation to the Icahn Group . For purposes hereof, a "Resignation Event" shall occur in the event that at any time the Icahn Group, together with all Icahn Affiliates, cease to collectively beneficially own (as defined in Rule 13d-3 promulgated by the SEC under the Exchange Act), net of Short Interests, at least 4,159,359 shares of Common Stock. I hereby acknowledge that this resignation as a director of the Board is as a result of the terms and conditions of the Agreement. Upon the effectiveness of this resignation and the acceptance of this resignation by the Board, I will immediately cease to be a member of the Board and all committees thereof.

This resignation is irrevocable and may not be withdrawn by me at any time.

Very truly yours,

\_\_\_\_\_  
[Director]

ACCEPTED BY:

\_\_\_\_\_  
Name: [Name]  
Title: Chairman of the Board

EXHIBIT B

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[FORM OF PRESS RELEASE]

[TO BE ATTACHED]

EXHIBIT C

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[FORM OF CONFIDENTIALITY AGREEMENT]

TAKE-TWO INTERACTIVE SOFTWARE, INC.  
622 Broadway  
New York, New York 10012

To: [Insert Icahn Group member]

Ladies and Gentlemen:

This letter agreement shall become effective upon the election to the Board of Directors of the Company of the Icahn Suggested Nominees. It results from an Agreement, dated as of January 20, 2010 (the "Agreement"), by and among Take-Two Interactive Software, Inc. (the "Company") and the Icahn Group (as defined therein). Capitalized terms used in this letter agreement not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Among other things, pursuant to the terms of the Agreement, the Icahn Suggested Nominees will be included on the Company's slate of nominees for election as directors of the Company at the Company's 2010 annual meeting of stockholders. The Company understands and agrees that, subject to the terms of, and in accordance with, this letter agreement, each Icahn Suggested Nominee may, if and to the extent he desires to do so, disclose information he obtains while serving as a member of the Board to you and your Representatives (as hereinafter defined) and may discuss such information with such persons, subject to the terms and conditions of this letter agreement. As a result, you may receive certain non-public information regarding the Company. You acknowledge that this information is proprietary to the Company and may include trade secrets or other business information the disclosure of which could harm the Company. In consideration for, and as a condition of, non-public information being furnished to you (and, subject to the restrictions in paragraph 2 below, your agents, representatives, attorneys, advisors, directors, officers, members, partners and employees, collectively, "Representatives"), you agree to treat any and all information concerning or relating to the Company or any of its subsidiaries or affiliates that is furnished to you or your Representatives (regardless of the manner in which it is furnished, including without limitation in written or electronic format or orally, gathered by visual inspection or otherwise) by any Icahn Suggested Nominee, or by or on behalf of the Company, together with any notes, analyses, reports, models, compilations, studies, interpretations, documents or records containing, referring, relating to, based upon or derived from such information, in whole or in part (collectively, "Confidential Information"), in accordance with the provisions of this letter agreement, and to take or abstain from taking the other actions hereinafter set forth.

1. The term "Confidential Information" does not include information that (i) is or has become generally available to the public other than as a result of a direct or indirect disclosure by you or your Representatives in violation of this letter agreement or by any Icahn Suggested Nominee in violation of any contractual, legal or fiduciary obligation to or of the Company, (ii) was within your or any of your Representatives' possession on a non-confidential basis prior to its being furnished to any Icahn Suggested Nominee by or on behalf of the Company or its Representative or to you by any Icahn Suggested Nominee, or by or on behalf of the Company or its Representatives or (iii) is received from a source other than any Icahn Suggested Nominee, the Company or any of its Representatives; provided, that in the case of each of (ii) and (iii) above, the source of such information was not known to you to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any of its subsidiaries with respect to such information at the time the same was disclosed.

2. You hereby agree that you and your Representatives will (a) keep the Confidential Information strictly confidential and (b) not disclose any of the Confidential Information in any manner whatsoever without the prior written consent of the Company; provided, however, that you may disclose any of such information to your Representatives (i) who need to know such information for the sole purpose of advising you on your investment in the Company and (ii) who are informed by you in advance of the confidential nature of such information and who agree to comply with the use and confidentiality obligations contained in this letter agreement as if they are a party hereto; provided, further, that you will be responsible for any violation of this letter agreement by your Representatives as if they were parties hereto. It is understood and agreed that the Icahn Suggested Nominees shall not take any action or fail to take any action with the purpose or effect of waiving attorney client privilege, disclose to you any Legal Advice (as defined below) that may be included in the Confidential Information with respect to which such disclosure would constitute waiver of the Company's attorney client privilege or attorney work-product;

provided, however, that the Icahn Suggested Nominees may provide such disclosure if any such Icahn Suggested Nominee has not taken any action or failed to take any action that has the purpose or effect of waiving attorney client privilege with respect to any portion of such Legal Advice and if reputable outside legal counsel experienced in the area and reasonably acceptable to the Company provides the Company with a written opinion that such disclosure will not waive the Company's attorney client privilege with respect to such Legal Advice. "Legal Advice" as used herein shall be solely and exclusively limited to the legal advice provided by internal or outside legal counsel and shall not include factual information or the formulation or analysis of business strategy.

3. In the event that you or any of your Representatives are required by applicable subpoena, legal process or other legal requirement to disclose any of the Confidential Information, you will promptly notify (except where such notice would be legally prohibited) the Company in writing and provide reasonable cooperation, at the Company's expense, so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Confidentiality Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Company, you or any of your Representatives are nonetheless, in the opinion of your counsel, legally compelled to disclose Confidential Information, you may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises you is legally required to be disclosed, provided that you notify the recipient of the existence of this Confidentiality Agreement and your obligations hereunder to maintain the confidentiality of the Confidential Information. In no event will you oppose any action by the Company to obtain a protective order, motion to quash or other relief to prevent the disclosure of the Confidential Information or to obtain reliable assurance that confidential treatment will be afforded the Confidential Information. It is understood that there shall be no "legal requirement" requiring you to disclose any Confidential Information solely by virtue of the fact that, absent such disclosure, you would be prohibited from purchasing, selling, or engaging in derivative or other transactions with respect to, the Common Stock of the Company (including, for the avoidance of doubt, any agreement or understanding with respect to the voting or the granting or withholding of consent with respect to the Common Stock of the Company or otherwise proposing or making an offer to do any of the foregoing).

4. You acknowledge that (a) none of the Company or any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information, and (b) none of the Company or any of its Representatives shall have any liability to you or to any of your Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. You and your Representatives shall not directly or indirectly initiate contact or communication with any executive or employee of the Company other than the Executive Chairman, Chief Executive Officer or General Counsel of the Company concerning Confidential Information, or to seek any information in connection therewith from any such person other than the Executive Chairman, Chief Executive Officer or General Counsel of the Company without the prior written consent of the Company.

5. All Confidential Information shall remain the property of the Company. Neither you nor any of your Representatives shall by virtue of any disclosure of and/or your use of any Confidential Information acquire any rights with respect thereto, all of which rights (including all intellectual property rights) shall remain exclusively with the Company. At any time upon the request of the Company for any reason, you will promptly return to the Company, or destroy, all hard copies of the Confidential Information and permanently erase or delete all electronic copies of the Confidential Information in your or any of your Representative's possession or control (and, upon the request of the Company, shall certify to the Company that such Confidential Information has been erased or deleted, as the case may be; provided that nothing herein shall require you to return or destroy automatically created electronic copies stored on system back-up tapes or disks. Notwithstanding the return, destruction or erasure or deletion of Confidential Information, you will continue to be bound by the obligations contained herein.

6. You acknowledge, and will advise your Representatives, that the Confidential Information may constitute material non-public information under applicable federal and state securities laws.

7. You hereby represent and warrant to the Company that this letter agreement has been duly authorized, executed and delivered by you, and is a valid and binding obligation, enforceable against you in accordance with its terms.

8. It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

9. You acknowledge that the value of the Confidential Information to the Company is unique and substantial, but may be impractical or difficult to assess in monetary terms. In the event of an actual or threatened violation of this letter agreement, in addition to any and all other remedies which may be available to the Company, you expressly consent to the Company's obtaining the enforcement of this letter agreement by injunctive relief or specific performance, without proof of actual damages or posting of a bond.

10. You hereby agree to indemnify and hold harmless the Company and its Affiliates and their respective officers, directors, employees, Affiliates, advisors, agents and controlling persons, from and against any and all out-of-pocket reasonable expenses, joint and several, incurred by the Company in defending any inquiry or investigation, whether made, instituted or conducted by any Governmental or Regulatory Authority (as defined below), related to or based upon any acquisitions or dispositions of any Common Stock or other securities of the Company by you or any of your Affiliates, Associates or representatives, or any alleged "tippee" thereof, which inquiry or investigation has resulted in a final non-appealable determination that you or your Affiliates have violated any applicable law related to trading on the Confidential Information covered by this Agreement. "Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, bureau, board, commission, department, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, and shall include any stock exchange and quotation service.

11. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery or other federal or state courts of the State of Delaware in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Court of Chancery or other federal or state courts of the State of Delaware, and each of the parties irrevocably waives the right to trial by jury and (d) each of the parties irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such parties' principal place of business or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE THAT WOULD COMPEL THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

12. This letter agreement contains the entire understanding of the parties with respect to the subject matter hereof and thereof and may be amended only by an agreement in writing executed by the parties hereto.

13. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by telecopy, when such telecopy is transmitted to the telecopy number set forth below and the appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this subsection:

if to the Company:           Take-Two Interactive Software, Inc.  
622 Broadway  
New York, NY 10012  
Attention: General Counsel  
Facsimile: (646) 536-2926

with a copy to:           Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Adam M. Turteltaub  
Facsimile: (212) 728-9129

if to the Icahn Group:   Icahn Capital LP  
767 Fifth Avenue, 47th Floor  
New York, NY 10153  
Attention: Marc Weitzen  
Facsimile: (212) 688-1158

14. If at any time subsequent to the date hereof, any provision of this letter agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this letter agreement.

15. This letter agreement may be executed (including by facsimile or PDF) in two

or more counterparts which together shall constitute a single agreement.

16. This letter agreement and the rights and obligations herein may not be assigned or otherwise transferred, in whole or in part, by you without the express written consent of the Company.

17. This Confidentiality Agreement shall expire two years from the date on which each Icahn Suggested Nominee ceases to be a director of the Company.

18. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this letter agreements.

19. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this agreement, and that it has executed the same with the advice of said counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this agreement shall be decided without regards to events of drafting or preparation. The section headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

[Signature Page Follows]



Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between you and the Company.

Very truly yours,

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed as of the date first written above:

By: \_\_\_\_\_  
Name:  
Title: