UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): June 12, 2013

TAKE-TWO INTERACTIVE SOFTWARE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**0-29230**	**51-0350842**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

622 Broadway, New York, New York	**10012**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code (646) 536-2842

(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 1.02 Termination of a Material Definitive Agreement

As previously reported, on May 28, 2009, the Company entered into (i) convertible note hedge transactions in connection with the offering of up to $120,000,000 aggregate principal amount of 4.375% Senior Convertible Notes Due 2014 (the "Underwritten Notes") with each of JPMorgan Chase Bank, National Association and Barclays Bank PLC (together, the "Hedge Counterparties") and (ii) warrant transactions in connection with the Underwritten Notes with each of the Hedge Counterparties. In connection with the exercise of the option in respect of an additional $18,000,000 aggregate principal amount of such 4.375% Senior Convertible Notes Due 2014 (the "Option Notes" and, together with the Underwritten Notes, the "Notes"), on May 29, 2009 the Company entered into (iii) additional convertible note hedge transactions with each of the Hedge Counterparties and (iv) additional warrant transactions with each of the Hedge Counterparties. The transactions referenced in clauses (i) and (iii) are referred to herein as the "Convertible Note Hedge Transactions" and the transactions referenced in clauses (ii) and (iv) are referred to herein as the "Warrant Transactions."

The Convertible Note Hedge Transactions involve the Company purchasing call options from the Hedge Counterparties, and the Warrant Transactions involve the Company selling call options to the Hedge Counterparties with a higher strike price than the purchased call options.

On June 12, 2013, the Company entered into Unwind Agreements with respect to the Convertible Note Hedge Transactions and Unwind Agreements with respect to the Warrant Transactions with each of the Hedge Counterparties (collectively, the "Unwind Agreements"). Pursuant to the terms of the Unwind Agreements, and in connection with the Company's issuance of a notice of redemption for all the Notes, the Company has the right to deliver a notice to the Hedge Counterparties, prior to the redemption date set forth in such redemption notice, designating an early termination date for the Convertible Note Hedge Transactions and Warrant Transactions. The Hedge Counterparties will owe a cash payment to the Company as a result of the early termination of the Convertible Note Hedge Transactions that will be calculated based on its current fair market value. The Company will owe a cash payment to the Hedge Counterparties, as applicable, as a result of the early termination of the Warrant Transactions that will be calculated based on its current fair market value.

The Unwind Agreement with respect to the Convertible Note Hedge Confirmations, dated as of June 12, 2013, between the Company and JPMorgan Chase Bank, National Association, London Branch, is filed as Exhibit 99.1 to this Current Report and is incorporated herein by reference as if set forth in full.

The Unwind Agreement with respect to the Warrant Confirmations, dated as of June 12, 2013, between the Company and JPMorgan Chase Bank, National Association, London Branch, is filed as Exhibit 99.2 to this Current Report and is incorporated herein by reference as if set forth in full.

The Unwind Agreement with respect to the Convertible Note Hedge Confirmations, dated as of June 12, 2013, between the Company and Barclays Bank PLC, is filed as Exhibit 99.3 to this Current Report and is incorporated herein by reference as if set forth in full.

The Unwind Agreement with respect to the Warrant Confirmations, dated as of June 12, 2013, between the Company and Barclays Bank PLC, is filed as Exhibit 99.4 to this Current Report and is incorporated herein by reference as if set forth in full.

Item 8.01 Other Events

On June 12, 2013, the Company distributed a notice of redemption to holders of its 4.375% Convertible Senior Notes due 2014. The redemption of all the Company's outstanding 4.375% Convertible Senior Notes due 2014 is scheduled to occur on August 29, 2013.

On June 12, 2013, the Company issued a press release relating to the distribution by the Company of a notice of redemption to holders of its 4.375% Convertible Senior Notes due 2014. That press release is filed as Exhibit 99.5 to this Current Report and is incorporated herein by reference as if set forth in full.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

99.1 Unwind Agreement with respect to the Convertible Note Hedge Confirmations, dated as of June 12, 2013, between Take-Two Interactive Software, Inc. and JPMorgan Chase Bank, National Association, London Branch

99.2 Unwind Agreement with respect to the Warrant Confirmations, dated as of June 12, 2013, between Take-Two Interactive Software, Inc. and JPMorgan Chase Bank, National Association, London Branch

99.3 Unwind Agreement with respect to the Convertible Note Hedge Confirmations, dated as of June 12, 2013, between Take-Two Interactive Software, Inc. and Barclays Bank PLC

99.4 Unwind Agreement with respect to the Warrant Confirmations, dated as of June 12, 2013, between Take-Two Interactive Software, Inc. and Barclays Bank PLC

99.5 Press Release dated June 12, 2013 relating to the distribution of the notice of redemption by Take-Two Interactive Software, Inc.

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.

TAKE-TWO INTERACTIVE SOFTWARE, INC.
(Registrant)

By: /s/ Lainie Goldstein
Name: Lainie Goldstein
Title: Chief Financial Officer

Date: June 12, 2013

EXHIBIT INDEX

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Exhibit 99.1

UNWIND AGREEMENT
dated as of June 12, 2013
with respect to the Convertible Note Hedge Confirmations
between TAKE-TWO INTERACTIVE SOFTWARE, INC. and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH

THIS UNWIND AGREEMENT (this "**Agreement**") with respect to the Convertible Note Hedge Confirmations (as defined below) is made as of June 12, 2013 between Take-Two Interactive Software, Inc. (the "**Company**") and JPMorgan Chase Bank, National Association, London Branch ("**Dealer**").

WHEREAS, the Company and Dealer entered into a base convertible note hedge confirmation, dated as of May 28, 2009 (the "**Base Convertible Note Hedge Confirmation**"), and an additional convertible note hedge confirmation, dated as of May 29, 2009 (the "**Additional Convertible Note Hedge Confirmation**" and together with the Base Convertible Note Hedge Confirmation, the "**Convertible Note Hedge Confirmations**"), each referring to $120,000,000 principal amount of Convertible Senior Notes due 2014 (the "**Convertible Notes**");

WHEREAS, the Company may call the Convertible Notes, in whole and not in part, for redemption pursuant to the terms thereof;

WHEREAS, the Company has requested, and Dealer has agreed, to unwind the Convertible Note Hedge Confirmations subject to the terms and conditions set forth herein in the event that the Company calls the Convertible Notes for redemption;

NOW, THEREFORE, in consideration of their mutual covenants herein contained and notwithstanding anything to the contrary in the Convertible Note Hedge Confirmations, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1. Defined Terms. Any capitalized term not otherwise defined herein shall have the meaning set forth for such term in the Convertible Note Hedge Confirmations.

2. Early Redemption. The Company agrees that:

(a) if it calls the Convertible Notes for redemption pursuant to the terms thereof, it shall notify Dealer in writing on the date that the Company is first able to provide the representation set forth in Section 2(b) below of the Scheduled Redemption Date and, if the Company elected to settle the related conversion obligations in respect of conversions of Convertible Notes called for redemption (the "**Called Notes Conversion Obligation**") in cash or a combination of cash and Shares, the relevant Specified Cash Amount (such notice, the "**Dealer Redemption Notice**"); and

(b) the Dealer Redemption Notice shall contain a representation that, on the date thereof, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

3. Convertible Note Hedge Unwind. (a) Each party agrees that an Early Termination Date under the Convertible Note Hedge Confirmations shall occur on the Expiration Date (it being understood that there is no remaining time or option value in the Transactions and intrinsic value shall be calculated as set forth herein) provided that the Company, prior to the Expiration Date, has provided Dealer with a written notice that, as of the date of such notice, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

(b) Notwithstanding the foregoing, if Dealer receives the Dealer Redemption Notice containing the representation set forth in Section 2(b) above prior to the Expiration Date, the date that Dealer receives the Dealer Redemption Notice shall be an Early Termination Date under the Convertible Note Hedge Confirmations.

(c) Any termination under clause (a) or (b) above shall terminate all Transactions under the Convertible Note Hedge Confirmations as the Affected Transactions with the Company as the sole Affected Party, and Dealer shall pay to the Company the Early Termination Amount in USD on the date provided in Section 6(d)(ii)(2) of the Agreement (as defined in the Convertible Note Hedge Confirmations).

(d) For purposes of the foregoing:

(i) If the Early Termination Date occurs on or prior to the 54th Scheduled Valid Day immediately preceding the Scheduled Redemption Date (the "**Matched Cut-off Date**") and the Called Notes Conversion Obligation is entirely in cash or a combination of Shares and cash in excess of USD 1,000 per $1,000 principal amount of Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in the Convertible Note Hedge Confirmations) by calculating the sum of, for each Hedge Unwind Date in the Matched Hedge Unwind Period, the Daily Early Termination Amount in respect of a *pro rata* number of Options for which it has not calculated a prior Daily Early Termination Amount pursuant to this clause (d). In calculating each Daily Early Termination Amount, Dealer shall use as the stock price input the Relevant Price on the relevant Hedge Unwind Date (it being understood that Relevant Price has the meaning set forth in the Convertible Note Hedge Confirmations except that references to "Valid Day" shall be references to "Hedge Unwind Date"). As used herein:

(A) "**Daily Early Termination Amount**" means an Early Termination Amount as calculated in accordance with the Agreement (as defined in the Convertible Note Hedge Confirmations) in respect of such *pro rata* number of Options for which a Daily Early Termination Amount is being calculated; and

(B) "**Matched Hedge Unwind Period**" means the fifty consecutive Valid Days beginning on, and including, the 52nd Scheduled Valid Day immediately preceding the Scheduled Redemption Date.

(ii) If the Early Termination Date occurs after the Matched Cut-off Date (including after the redemption date for the Convertible Notes) or if the Company does not redeem the Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in the Convertible Note Hedge Confirmations), except that the stock price input used to calculate the Early Termination Amount shall be calculated by referencing each Relevant Price (it being understood that Relevant Price has the meaning set forth in the Convertible Note Hedge Confirmations except that references to "Valid Day" shall be references to "Hedge Unwind Date") on each Hedge Unwind Date.

(iii) A "**Hedge Unwind Date**" means (i) in respect of clause (d)(i) above, each Valid Day during the Matched Hedge Unwind Period or (ii) in respect of clause (d)(ii) above, each date, chosen by Dealer in its commercially reasonable discretion, on which Dealer unwinds its hedge of the Options underlying the Convertible Note Hedge Confirmations.

(iv) Notwithstanding the foregoing, if any Hedge Unwind Date is a Disrupted Day in part, then the Relevant Price on such Hedge Unwind Date shall be the volume-weighted average price per Share on such Hedge Unwind Date on the Exchange for such time period, as determined by Dealer based on such sources as it deems appropriate using a volume-weighted methodology, for the portion of such Hedge Unwind Date for which Dealer determines there is no Market Disruption Event and the Early Termination Amount shall be adjusted by Dealer to account for such disruption. For purposes of this Agreement, "Market Disruption Event" shall have the meaning set forth in Section 6.3(a) of the Equity Definitions but amended by replacing clause (ii) in its entirety with "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) the phrase "; in each case that the Calculation Agent determines is material."

4. Representations and Warranties of the Company. The Company represents and warrants to Dealer on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it is not entering into this Agreement to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares).

5. Representations and Warranties of Dealer. Dealer represents and warrants to the Company on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it shall not purchase Shares in connection with this Agreement on any Hedge Unwind Date occurring prior to the Scheduled Redemption Date for the Convertible Notes.

6. Account for Payment to the Company:

Bank of America NA, Virginia
ABA: 026 009 593
Acct: Take-Two Interactive Software Inc.
Acct No.: 4350 0356 8428

7. Notices. For purposes of this Agreement:

(a) Address for notices or communications to the Company:

Take-Two Interactive Software, Inc.
622 Broadway
New York, New York
Attention: Treasurer
Telephone No.: (646) 536-2842
Facsimile No.: (646) 941-3566

(b) Address for notices or communications to Dealer:

JPMorgan Chase Bank, National Association

EDG Marketing Support
Email: edg_notices@jpmorgan.com
edg_ny_corporate_sales_support@jpmorgan.com

With a copy to:

Attention: Santosh Sreenivasan
Title: Managing Director
Telephone No: (212) 622-5604
Facsimile No: (917) 464-2505

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

9. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument.

10. No Reliance, etc. The Company hereby confirms that it has relied on the advice of its own counsel and other advisors (to the extent it deems appropriate) with respect to any legal, tax, accounting, or regulatory consequences of this Agreement, that it has not relied on Dealer or its affiliates in any respect in connection therewith, and that it will not hold Dealer or its affiliates accountable for any such consequences.

11. Role of Agent. Each party agrees and acknowledges that (i) J.P. Morgan Securities LLC, an affiliate of Dealer ("**JPMS**"), has acted solely as agent and not as principal with respect to this Agreement and (ii) JPMS has no obligation or liability, by way of guaranty, endorsement or otherwise, in any manner in respect of this Agreement (including, if applicable, in respect of the settlement thereof). Each party agrees it will look solely to the other party (or any guarantor in respect thereof) for performance of such other party's obligations under this Agreement.

12. Acknowledgments and Agreements. The Company acknowledges and agrees that (i) the Company does not have, and shall not attempt to exercise, any influence over how, when or whether to effect sales of the Shares by Dealer (or its agent or affiliate) in connection with this Agreement and (ii) the Company is entering into this Agreement in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended. For the avoidance of doubt, the Company agrees that Section 13.2 of the Equity Definitions remains applicable with respect to the unwinds of any Hedge Positions and Hedging Activities of Dealer in respect of the Transactions subject to the Convertible Note Hedge Confirmations.

13. No Exercise. The parties hereto agree that on and after the occurrence of an Early Termination Date pursuant to Section 3 above, no Exercisable Options may be exercised under the Convertible Note Hedge Confirmations, and any payments with respect thereto shall be made pursuant to this Agreement (for the avoidance of doubt, all other provisions under the Convertible Note Hedge Confirmations shall remain in full force and effect but as applied to this Agreement, except that if an Early Termination Date or other cancellation occurs thereunder on or after an Early Termination Date hereunder, the Matched Hedge Unwind Period shall be such period as Dealer determines in its sole discretion). For the avoidance of doubt, the Number of Options subject to termination pursuant to Section 3(b) above shall be equal to the Number of Options last in effect on the date that Dealer receives the Dealer Redemption Notice (after giving effect to any Other Exercisable Options), subject to adjustment as provided in Sections 3 and 9(m) of the Convertible Note Hedge Confirmations and as provided in the Equity Definitions incorporated into the Convertible Note Hedge Confirmations, and for purposes of determining the Early Termination Amount, the Exercise Period for such Number of Options shall be deemed to end immediately prior to the Expiration Date.

14. Release. The parties hereto agree that payment of the amounts referred to above in Section 3 shall be in full satisfaction of all obligations owed under the Convertible Note Hedge Confirmations and that following payment of the amounts referred to above in Section 3, the Company and Dealer shall be discharged and fully released with respect to each other from any further duties or obligations under the Convertible Note Hedge Confirmations.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and the year first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Lainie Goldstein
Name: Lainie Goldstein
Title: Chief Financial Officer

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by J.P. Morgan Securities LLC, as its agent

By: /s/ Tim Oeljeschlaeger
Name: Tim Oeljeschlaeger
Title: Vice President

UNWIND AGREEMENT
dated as of June 12, 2013
with respect to the Warrant Confirmations
between TAKE-TWO INTERACTIVE SOFTWARE, INC. and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH

THIS UNWIND AGREEMENT (this "**Agreement**") with respect to the Warrant Confirmations (as defined below) is made as of June 12, 2013 between Take-Two Interactive Software, Inc. (the "**Company**") and JPMorgan Chase Bank, National Association, London Branch.

WHEREAS, the Company and Dealer entered into a base warrant confirmation, dated as of May 28, 2009 (the "**Base Warrant Confirmation**"), and an additional warrant confirmation, dated as of May 29, 2009 (the "**Additional Warrant Confirmation**" and together with the Base Warrant Confirmation, the "**Warrant Confirmations**"), each pursuant to which the Company issued to Dealer warrants to purchase shares of common stock, par value $0.01 per share, of the Company;

WHEREAS, the Company has requested, and Dealer has agreed, to unwind the Warrant Confirmations subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of their mutual covenants herein contained and notwithstanding anything to the contrary in the Warrant Confirmations, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1. Defined Terms. Any capitalized term not otherwise defined herein shall have the meaning set forth for such term in the Warrant Confirmations.

2. Early Redemption. The Company agrees that:

(a) if it calls its Convertible Senior Notes due 2014 (the "**Convertible Notes**") for redemption pursuant to the terms thereof, it shall notify Dealer in writing on the date that the Company is first able to provide the representation set forth in Section 2(b) below of the scheduled redemption date and, if the Company elected to settle the related conversion obligations in respect of conversions of Convertible Notes called for redemption (the "**Called Notes Conversion Obligation**") in cash or a combination of cash and Shares, the fixed amount of cash per Convertible Note that the Company has elected to deliver to holders of such Convertible Notes (such notice, the "**Dealer Redemption Notice**"); and

(b) the Dealer Redemption Notice shall contain a representation that, on the date thereof, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

3. Warrant Unwind. (a) Each party agrees that an Early Termination Date under the Warrant Confirmations shall occur on June 1, 2014 provided that the Company, prior to June 1, 2014, has provided Dealer with a written notice that, as of the date of such notice, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

(b) Notwithstanding the foregoing, if Dealer receives the Dealer Redemption Notice containing the representation set forth in Section 2(b) above prior to June 1, 2014, the date that Dealer receives the Dealer Redemption Notice shall be an Early Termination Date under the Warrant Confirmations.

(c) Any termination under clause (a) or (b) above shall terminate all Transactions under the Warrant Confirmations as the Affected Transactions with the Company as the sole Affected Party, and the Company shall pay to Dealer the Early Termination Amount in USD on the date provided in Section 6(d)(ii)(2) of the Agreement (as defined in the Warrant Confirmations).

(d) For purposes of the foregoing:

(i) If the Early Termination Date occurs on or prior to the 54th Scheduled Valid Day immediately preceding the scheduled redemption date for the Convertible Notes (the "**Matched Cut-off Date**") and the Called Notes Conversion Obligation is entirely in cash or a combination of Shares and cash in excess of USD 1,000 per $1,000 principal amount of Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in the Warrant Confirmations) by calculating the sum of, for each Hedge Unwind Date in the Matched Hedge Unwind Period, the Daily Early Termination Amount in respect of a *pro rata* number of Warrants for which it has not calculated a prior Daily Early Termination Amount pursuant to this clause (d). In calculating each Daily Early Termination Amount, Dealer shall use as the stock price input the Settlement Price on the relevant Hedge Unwind Date (it being understood that Settlement Price has the meaning set forth in the Warrant Confirmations without giving effect to the second sentence thereof, and references to "Valuation Date" shall be references to "Hedge Unwind Date"). As used herein:

(A) "**Daily Early Termination Amount**" means an Early Termination Amount as calculated in accordance with the Agreement (as defined in the Warrant Confirmations) in respect of such *pro rata* number of Warrants for which a Daily Early Termination Amount is being calculated;

(B) "**Matched Hedge Unwind Period**" means the fifty consecutive Valid Days beginning on, and including, the 52nd Scheduled Valid Day immediately preceding the scheduled redemption date for the Convertible Notes;

(C) "**Valid Day**" means a day on which (i) there is no Market Disruption Event and (ii) trading in the Shares generally occurs on the Exchange or, if the Shares are not then listed on the Exchange, on the principal other United States national or regional securities exchange on which the Shares are then listed or, if the Shares are not then listed on a United States national or regional securities exchange, on the principal other market on which the Shares are then traded. If the Shares are not so listed or traded, "Valid Day" means a Business Day;

(D) "**Scheduled Valid Day**" means a day that is scheduled to be a Valid Day on the principal United States national or regional securities exchange or market on which the Shares are listed or admitted for trading. If the Shares are not so listed or admitted for trading, "Scheduled Valid Day" means a Business Day; and

(E) "**Business Day**" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(ii) If the Early Termination Date occurs after the Matched Cut-off Date (including after the redemption date for the Convertible Notes) or if the Company does not redeem the Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in the Warrant Confirmations), except that the stock price input used to calculate the Early Termination Amount shall be calculated by referencing each Settlement Price (it being understood that Settlement Price has the meaning set forth in the Warrant Confirmations without giving effect to the second sentence thereof, and references to "Valuation Date" shall be references to "Hedge Unwind Date") on each Hedge Unwind Date.

(iii) A "**Hedge Unwind Date**" means (i) in respect of clause (d)(i) above, each Valid Day during the Matched Hedge Unwind Period or (ii) in respect of clause (d)(ii) above, each date, chosen by Dealer in its commercially reasonable discretion, on which Dealer unwinds its hedge of the Warrants underlying the Warrant Confirmations.

(iv) Notwithstanding the foregoing, if any Hedge Unwind Date is a Disrupted Day in part, then the Settlement Price on such Hedge Unwind Date shall be the volume-weighted average price per Share on such Hedge Unwind Date on the Exchange for such time period, as determined by Dealer based on such sources as it deems appropriate using a volume-weighted methodology, for the portion of such Hedge Unwind Date for which Dealer determines there is no Market Disruption Event and the Early Termination Amount shall be adjusted by Dealer to account for such disruption. For purposes of this Agreement, "Market Disruption Event" shall have the meaning set forth in Section 6.3(a) of the Equity Definitions but amended by replacing clause (ii) in its entirety with "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) the phrase "; in each case that the Calculation Agent determines is material."

4. Representations and Warranties of the Company. The Company represents and warrants to Dealer on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it is not entering into this Agreement to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares).

5. Representations and Warranties of Dealer. Dealer represents and warrants to the Company on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it shall not purchase Shares in connection with this Agreement on any Hedge Unwind Date occurring prior to the scheduled redemption date for the Convertible Notes.

6. Account for Payment to Dealer:

To Be Provided

7. Notices. For purposes of this Agreement:

(a) Address for notices or communications to the Company:

Take-Two Interactive Software, Inc.
622 Broadway
New York, New York
Attention: Treasurer
Telephone No.: (646) 536-2842
Facsimile No.: (646) 941-3566

(b) Address for notices or communications to Dealer:

JPMorgan Chase Bank, National Association
EDG Marketing Support
Email: edg_notices@jpmorgan.com
edg_ny_corporate_sales_support@jpmorgan.com

With a copy to:

Attention: Santosh Sreenivasan
Title: Managing Director
Telephone No: (212) 622-5604
Facsimile No: (917) 464-2505

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

9. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument.

10. No Reliance, etc. The Company hereby confirms that it has relied on the advice of its own counsel and other advisors (to the extent it deems appropriate) with respect to any legal, tax, accounting, or regulatory consequences of this Agreement, that it has not relied on Dealer or its affiliates in any respect in connection therewith, and that it will not hold Dealer or its affiliates accountable for any such consequences.

11. Role of Agent. Each party agrees and acknowledges that (i) J.P. Morgan Securities LLC, an affiliate of Dealer ("**JPMS**"), has acted solely as agent and not as principal with respect to this Agreement and (ii) JPMS has no obligation or liability, by way of guaranty, endorsement or otherwise, in any manner in respect of this Agreement (including, if applicable, in respect of the settlement thereof). Each party agrees it will look solely to the other party (or any guarantor in respect thereof) for performance of such other party's obligations under this Agreement.

12. Acknowledgments and Agreements. The Company acknowledges and agrees that (i) the Company does not have, and shall not attempt to exercise, any influence over how, when or whether to effect sales of the Shares by Dealer (or its agent or affiliate) in connection with this Agreement and (ii) the Company is entering into this Agreement in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended. For the avoidance of doubt, the Company agrees that Section 13.2 of the Equity Definitions remains applicable with respect to the unwinds of any Hedge Positions and Hedging Activities of Dealer in respect of the Transactions subject to the Warrant Confirmations.

13. No Exercise. The parties hereto agree that on and after the occurrence of an Early Termination Date pursuant to Section 3 above, no Warrants may be exercised under the Warrant Confirmations, and any payments with respect thereto shall be made pursuant to this Agreement (for the avoidance of doubt, all other provisions under the Warrant Confirmations shall remain in full force and effect but as applied to this Agreement, except that if an Early Termination Date or other cancellation occurs thereunder on or after an Early Termination Date hereunder, the Matched Hedge Unwind Period shall be such period as Dealer determines in its sole discretion). For the avoidance of doubt, the Number of Warrants subject to termination pursuant to Section 3(b) above shall be equal to the Number of Warrants last in effect on the date that Dealer receives the Dealer Redemption Notice, subject to adjustment as provided in Sections 3, 9(f) and 9(k) of the Warrant Confirmations and as provided in the Equity Definitions incorporated into the Warrant Confirmations.

14. Release. The parties hereto agree that payment of the amounts referred to above in Section 3 shall be in full satisfaction of all obligations owed under the Warrant Confirmations and that following payment of the amounts referred to above in Section 3, the Company and Dealer shall be discharged and fully released with respect to each other from any further duties or obligations under the Warrant Confirmations.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and the year first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Lainie Goldstein
Name: Lainie Goldstein
Title: Chief Financial Officer

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION by J.P. Morgan Securities LLC, as its agent

By: /s/ Tim Oeljeschlaeger
Name: Tim Oeljeschlaeger
Title: Vice President

Exhibit 99.3

UNWIND AGREEMENT
dated as of June 12, 2013
with respect to the Convertible Note Hedge Confirmations
between TAKE-TWO INTERACTIVE SOFTWARE, INC. and BARCLAYS BANK PLC

THIS UNWIND AGREEMENT (this "**Agreement**") with respect to the Convertible Note Hedge Confirmations (as defined below) is made as of June 12, 2013 between Take-Two Interactive Software, Inc. (the "**Company**") and Barclays Bank PLC ("**Dealer**"), represented by Barclays Capital Inc. (the "**Agent**").

WHEREAS, the Company and Dealer entered into a base convertible note hedge confirmation, dated as of May 28, 2009 (the "**Base Convertible Note Hedge Confirmation**"), and an additional convertible note hedge confirmation, dated as of May 29, 2009 (the "**Additional Convertible Note Hedge Confirmation**" and together with the Base Convertible Note Hedge Confirmation, the "**Convertible Note Hedge Confirmations**"), each referring to $120,000,000 principal amount of Convertible Senior Notes due 2014 (the "**Convertible Notes**");

WHEREAS, the Company may call the Convertible Notes, in whole and not in part, for redemption pursuant to the terms thereof;

WHEREAS, the Company has requested, and Dealer has agreed, to unwind the Convertible Note Hedge Confirmations subject to the terms and conditions set forth herein in the event that the Company calls the Convertible Notes for redemption;

NOW, THEREFORE, in consideration of their mutual covenants herein contained and notwithstanding anything to the contrary in the Convertible Note Hedge Confirmations, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1. Defined Terms. Any capitalized term not otherwise defined herein shall have the meaning set forth for such term in the Convertible Note Hedge Confirmations.

2. Early Redemption. The Company agrees that:

(a) if it calls the Convertible Notes for redemption pursuant to the terms thereof, it shall notify Dealer in writing on the date that the Company is first able to provide the representation set forth in Section 2(b) below of the Scheduled Redemption Date and, if the Company elected to settle the related conversion obligations in respect of conversions of Convertible Notes called for redemption (the "**Called Notes Conversion Obligation**") in cash or a combination of cash and Shares, the relevant Specified Cash Amount (such notice, the "**Dealer Redemption Notice**"); and

(b) the Dealer Redemption Notice shall contain a representation that, on the date thereof, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

3. Convertible Note Hedge Unwind. (a) Each party agrees that an Early Termination Date under the Convertible Note Hedge Confirmations shall occur on the Expiration Date (it being understood that there is no remaining time or option value in the Transactions and intrinsic value shall be calculated as set forth herein) provided that the Company, prior to the Expiration Date, has provided Dealer with a written notice that, as of the date of such notice, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

(b) Notwithstanding the foregoing, if Dealer receives the Dealer Redemption Notice containing the representation set forth in Section 2(b) above prior to the Expiration Date, the date that Dealer receives the Dealer Redemption Notice shall be an Early Termination Date under the Convertible Note Hedge Confirmations.

(c) Any termination under clause (a) or (b) above shall terminate all Transactions under the Convertible Note Hedge Confirmations as the Affected Transactions with the Company as the sole Affected Party, and Dealer shall pay to the Company the Early Termination Amount in USD on the date provided in Section 6(d)(ii)(2) of the Agreement (as defined in the Convertible Note Hedge Confirmations).

(d) For purposes of the foregoing:

(i) If the Early Termination Date occurs on or prior to the 54th Scheduled Valid Day immediately preceding the Scheduled Redemption Date (the "**Matched Cut-off Date**") and the Called Notes Conversion Obligation is entirely in cash or a combination of Shares and cash in excess of USD 1,000 per $1,000 principal amount of Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in the Convertible Note Hedge Confirmations) by calculating the sum of, for each Hedge Unwind Date in the Matched Hedge Unwind Period, the Daily Early Termination Amount in respect of a *pro rata* number of Options for which it has not calculated a prior Daily Early Termination Amount pursuant to this clause (d). In calculating each Daily Early Termination Amount, Dealer shall use as the stock price input the Relevant Price on the relevant Hedge Unwind Date (it being understood that Relevant Price has the meaning set forth in the Convertible Note Hedge Confirmations except that references to "Valid Day" shall be references to "Hedge Unwind Date"). As used herein:

(A) "**Daily Early Termination Amount**" means an Early Termination Amount as calculated in accordance with the Agreement (as defined in the Convertible Note Hedge Confirmations) in respect of such *pro rata* number of Options for which a Daily Early Termination Amount is being calculated; and

(B) "**Matched Hedge Unwind Period**" means the fifty consecutive Valid Days beginning on, and including, the 52nd Scheduled Valid Day immediately preceding the Scheduled Redemption Date.

(ii) If the Early Termination Date occurs after the Matched Cut-off Date (including after the redemption date for the Convertible Notes) or if the Company does not redeem the Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in the Convertible Note Hedge Confirmations), except that the stock price input used to calculate the Early Termination Amount shall be calculated by referencing each Relevant Price (it being understood that Relevant Price has the meaning set forth in the Convertible Note Hedge Confirmations except that references to "Valid Day" shall be references to "Hedge Unwind Date") on each Hedge Unwind Date.

(iii) A "**Hedge Unwind Date**" means (i) in respect of clause (d)(i) above, each Valid Day during the Matched Hedge Unwind Period or (ii) in respect of clause (d)(ii) above, each date, chosen by Dealer in its commercially reasonable discretion, on which Dealer unwinds its hedge of the Options underlying the Convertible Note Hedge Confirmations.

(iv) Notwithstanding the foregoing, if any Hedge Unwind Date is a Disrupted Day in part, then the Relevant Price on such Hedge Unwind Date shall be the volume-weighted average price per Share on such Hedge Unwind Date on the Exchange for such time period, as determined by Dealer based on such sources as it deems appropriate using a volume-weighted methodology, for the portion of such Hedge Unwind Date for which Dealer determines there is no Market Disruption Event and the Early Termination Amount shall be adjusted by Dealer to account for such disruption. For purposes of this Agreement, "Market Disruption Event" shall have the meaning set forth in Section 6.3(a) of the Equity Definitions but amended by replacing clause (ii) in its entirety with "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) the phrase "; in each case that the Calculation Agent determines is material."

4. Representations and Warranties of the Company. The Company represents and warrants to Dealer on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it is not entering into this Agreement to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares).

5. Representations and Warranties of Dealer. Dealer represents and warrants to the Company on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it shall not purchase Shares in connection with this Agreement on any Hedge Unwind Date occurring prior to the Scheduled Redemption Date for the Convertible Notes.

6. Account for Payment to the Company:

Bank of America NA, Virginia
ABA: 026 009 593
Acct: Take-Two Interactive Software Inc.
Acct No.: 4350 0356 8428

7. Notices. For purposes of this Agreement:

(a) Address for notices or communications to the Company:

Take-Two Interactive Software, Inc.
622 Broadway
New York, New York
Attention: Treasurer
Telephone No.: (646) 536-2842
Facsimile No.: (646) 941-3566

(b) Address for notices or communications to Dealer:

Barclays Bank PLC
c/o Barclays Capital Inc.

745 Seventh Ave
New York, NY 10019
Attention: Paul Robinson
Telephone No: (+1) 212-526-0111
Facsimile No: (+1) 917-522-0458

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

9. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument.

10. No Reliance, etc. The Company hereby confirms that it has relied on the advice of its own counsel and other advisors (to the extent it deems appropriate) with respect to any legal, tax, accounting, or regulatory consequences of this Agreement, that it has not relied on Dealer or its affiliates in any respect in connection therewith, and that it will not hold Dealer or its affiliates accountable for any such consequences.

11. Role of Agent. Each of Dealer and the Company acknowledges to and agrees with the other party hereto and with the Agent that (i) the Agent is acting as agent for Dealer under this Agreement pursuant to instructions from such party, (ii) the Agent is not a principal or party to this Agreement, and may transfer its rights and obligations with respect to this Agreement, (iii) the Agent shall have no responsibility, obligation or liability, by way of issuance, guaranty, endorsement or otherwise in any manner with respect to the performance of either party under this Agreement, (iv) Dealer and the Agent have not given, and the Company is not relying (for purposes of making any investment decision or otherwise) upon, any statements, opinions or representations (whether written or oral) of Dealer or the Agent, other than the representations expressly set forth in this Agreement, and (v) each party agrees to proceed solely against the other party, and not the Agent, to collect or recover any money or securities owed to it in connection with this Agreement. Each party hereto acknowledges and agrees that the Agent is an intended third party beneficiary hereunder. The Company acknowledges that the Agent is an affiliate of Dealer. Dealer will be acting for its own account in respect of this Agreement.

12. Acknowledgments and Agreements. The Company acknowledges and agrees that (i) the Company does not have, and shall not attempt to exercise, any influence over how, when or whether to effect sales of the Shares by Dealer (or its agent or affiliate) in connection with this Agreement and (ii) the Company is entering into this Agreement in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended. For the avoidance of doubt, the Company agrees that Section 13.2 of the Equity Definitions remains applicable with respect to the unwinds of any Hedge Positions and Hedging Activities of Dealer in respect of the Transactions subject to the Convertible Note Hedge Confirmations.

13. No Exercise. The parties hereto agree that on and after the occurrence of an Early Termination Date pursuant to Section 3 above, no Exercisable Options may be exercised under the Convertible Note Hedge Confirmations, and any payments with respect thereto shall be made pursuant to this Agreement (for the avoidance of doubt, all other provisions under the Convertible Note Hedge Confirmations shall remain in full force and effect but as applied to this Agreement, except that if an Early Termination Date or other cancellation occurs thereunder on or after an Early Termination Date hereunder, the Matched Hedge Unwind Period shall be such period as Dealer determines in its sole discretion). For the avoidance of doubt, the Number of Options subject to termination pursuant to Section 3(b) above shall be equal to the Number of Options last in effect on the date that Dealer receives the Dealer Redemption Notice (after giving effect to any Other Exercisable Options), subject to adjustment as provided in Sections 3 and 9(m) of the Convertible Note Hedge Confirmations and as provided in the Equity Definitions incorporated into the Convertible Note Hedge Confirmations, and for purposes of determining the Early Termination Amount, the Exercise Period for such Number of Options shall be deemed to end immediately prior to the Expiration Date.

14. Release. The parties hereto agree that payment of the amounts referred to above in Section 3 shall be in full satisfaction of all obligations owed under the Convertible Note Hedge Confirmations and that following payment of the amounts referred to above in Section 3, the Company and Dealer shall be discharged and fully released with respect to each other from any further duties or obligations under the Convertible Note Hedge Confirmations.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and the year first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Lainie Goldstein
Name: Lainie Goldstein
Title: Chief Financial Officer

BARCLAYS CAPITAL INC., acting solely as Agent in connection with this Agreement

By: /s/ Nicholas Abbate
Name: Nicholas Abbate
Title: Authorized Signatory

UNWIND AGREEMENT
dated as of June 12, 2013
with respect to the Warrant Confirmations
between TAKE-TWO INTERACTIVE SOFTWARE, INC. and BARCLAYS BANK PLC

THIS UNWIND AGREEMENT (this "**Agreement**") with respect to the Warrant Confirmations (as defined below) is made as of June 12, 2013 between Take-Two Interactive Software, Inc. (the "**Company**") and Barclays Bank PLC ("**Dealer**"), represented by Barclays Capital Inc. (the "**Agent**").

WHEREAS, the Company and Dealer entered into a base warrant confirmation, dated as of May 28, 2009 (the "**Base Warrant Confirmation**"), and an additional warrant confirmation, dated as of May 29, 2009 (the "**Additional Warrant Confirmation**" and together with the Base Warrant Confirmation, the "**Warrant Confirmations**"), each pursuant to which the Company issued to Dealer warrants to purchase shares of common stock, par value $0.01 per share, of the Company;

WHEREAS, the Company has requested, and Dealer has agreed, to unwind the Warrant Confirmations subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of their mutual covenants herein contained and notwithstanding anything to the contrary in the Warrant Confirmations, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1. Defined Terms. Any capitalized term not otherwise defined herein shall have the meaning set forth for such term in the Warrant Confirmations.

2. Early Redemption. The Company agrees that:

(a) if it calls its Convertible Senior Notes due 2014 (the "**Convertible Notes**") for redemption pursuant to the terms thereof, it shall notify Dealer in writing on the date that the Company is first able to provide the representation set forth in Section 2(b) below of the scheduled redemption date and, if the Company elected to settle the related conversion obligations in respect of conversions of Convertible Notes called for redemption (the "**Called Notes Conversion Obligation**") in cash or a combination of cash and Shares, the fixed amount of cash per Convertible Note that the Company has elected to deliver to holders of such Convertible Notes (such notice, the "**Dealer Redemption Notice**"); and

(b) the Dealer Redemption Notice shall contain a representation that, on the date thereof, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

3. Warrant Unwind. (a) Each party agrees that an Early Termination Date under the Warrant Confirmations shall occur on June 1, 2014 provided that the Company, prior to June 1, 2014, has provided Dealer with a written notice that, as of the date of such notice, each of the Company and its affiliates is not in possession of any material nonpublic information regarding the Company or the Shares.

(b) Notwithstanding the foregoing, if Dealer receives the Dealer Redemption Notice containing the representation set forth in Section 2(b) above prior to June 1, 2014, the date that Dealer receives the Dealer Redemption Notice shall be an Early Termination Date under the Warrant Confirmations.

(c) Any termination under clause (a) or (b) above shall terminate all Transactions under the Warrant Confirmations as the Affected Transactions with the Company as the sole Affected Party, and the Company shall pay to Dealer the Early Termination Amount in USD on the date provided in Section 6(d)(ii)(2) of the Agreement (as defined in the Warrant Confirmations).

(d) For purposes of the foregoing:

(i) If the Early Termination Date occurs on or prior to the 54th Scheduled Valid Day immediately preceding the scheduled redemption date for the Convertible Notes (the "**Matched Cut-off Date**") and the Called Notes Conversion Obligation is entirely in cash or a combination of Shares and cash in excess of USD 1,000 per $1,000 principal amount of Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in

the Warrant Confirmations) by calculating the sum of, for each Hedge Unwind Date in the Matched Hedge Unwind Period, the Daily Early Termination Amount in respect of a *pro rata* number of Warrants for which it has not calculated a prior Daily Early Termination Amount pursuant to this clause (d). In calculating each Daily Early Termination Amount, Dealer shall use as the stock price input the Settlement Price on the relevant Hedge Unwind Date (it being understood that Settlement Price has the meaning set forth in the Warrant Confirmations without giving effect to the second sentence thereof, and references to "Valuation Date" shall be references to "Hedge Unwind Date"). As used herein:

(A) "**Daily Early Termination Amount**" means an Early Termination Amount as calculated in accordance with the Agreement (as defined in the Warrant Confirmations) in respect of such *pro rata* number of Warrants for which a Daily Early Termination Amount is being calculated;

(B) "**Matched Hedge Unwind Period**" means the fifty consecutive Valid Days beginning on, and including, the 52nd Scheduled Valid Day immediately preceding the scheduled redemption date for the Convertible Notes;

(C) "**Valid Day**" means a day on which (i) there is no Market Disruption Event and (ii) trading in the Shares generally occurs on the Exchange or, if the Shares are not then listed on the Exchange, on the principal other United States national or regional securities exchange on which the Shares are then listed or, if the Shares are not then listed on a United States national or regional securities exchange, on the principal other market on which the Shares are then traded. If the Shares are not so listed or traded, "Valid Day" means a Business Day;

(D) "**Scheduled Valid Day**" means a day that is scheduled to be a Valid Day on the principal United States national or regional securities exchange or market on which the Shares are listed or admitted for trading. If the Shares are not so listed or admitted for trading, "Scheduled Valid Day" means a Business Day; and

(E) "**Business Day**" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(ii) If the Early Termination Date occurs after the Matched Cut-off Date (including after the redemption date for the Convertible Notes) or if the Company does not redeem the Convertible Notes, Dealer shall calculate the Early Termination Amount in accordance with the Agreement (as defined in the Warrant Confirmations), except that the stock price input used to calculate the Early Termination Amount shall be calculated by referencing each Settlement Price (it being understood that Settlement Price has the meaning set forth in the Warrant Confirmations without giving effect to the second sentence thereof, and references to "Valuation Date" shall be references to "Hedge Unwind Date") on each Hedge Unwind Date.

(iii) A "**Hedge Unwind Date**" means (i) in respect of clause (d)(i) above, each Valid Day during the Matched Hedge Unwind Period or (ii) in respect of clause (d)(ii) above, each date, chosen by Dealer in its commercially reasonable discretion, on which Dealer unwinds its hedge of the Warrants underlying the Warrant Confirmations.

(iv) Notwithstanding the foregoing, if any Hedge Unwind Date is a Disrupted Day in part, then the Settlement Price on such Hedge Unwind Date shall be the volume-weighted average price per Share on such Hedge Unwind Date on the Exchange for such time period, as determined by Dealer based on such sources as it deems appropriate using a volume-weighted methodology, for the portion of such Hedge Unwind Date for which Dealer determines there is no Market Disruption Event and the Early Termination Amount shall be adjusted by Dealer to account for such disruption. For purposes of this Agreement, "Market Disruption Event" shall have the meaning set forth in Section 6.3(a) of the Equity Definitions but amended by replacing clause (ii) in its entirety with "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) the phrase "; in each case that the Calculation Agent determines is material."

4. Representations and Warranties of the Company. The Company represents and warrants to Dealer on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it is not entering into this Agreement to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares).

5. Representations and Warranties of Dealer. Dealer represents and warrants to the Company on the date hereof that:

(a) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(e) it shall not purchase Shares in connection with this Agreement on any Hedge Unwind Date occurring prior to the scheduled redemption date for the Convertible Notes.

6. Account for Payment to Dealer:

Bank:	Barclays Bank plc NY
BIC:	BARCUS33
Acct:	50038524
Beneficiary:	BARCGB33
Ref:	Barclays Bank plc London Equity Derivatives

7. Notices. For purposes of this Agreement:

(a) Address for notices or communications to the Company:

Take-Two Interactive Software, Inc.
622 Broadway
New York, New York
Attention: Treasurer
Telephone No.: (646) 536-2842
Facsimile No.: (646) 941-3566

(b) Address for notices or communications to Dealer:

Barclays Bank PLC
c/o Barclays Capital Inc.
745 Seventh Ave
New York, NY 10019
Attention: Paul Robinson
Telephone No: (+1) 212-526-0111
Facsimile No: (+1) 917-522-0458

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

9. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument.

10. No Reliance, etc. The Company hereby confirms that it has relied on the advice of its own counsel and other advisors (to the extent it deems appropriate) with respect to any legal, tax, accounting, or regulatory consequences of this Agreement, that it has not relied on Dealer or its affiliates in any respect in connection therewith, and that it will not hold Dealer or its affiliates accountable for any such consequences.

11. Role of Agent. Each of Dealer and the Company acknowledges to and agrees with the other party hereto and with the Agent that (i) the Agent is acting as agent for Dealer under this Agreement pursuant to instructions from such party, (ii) the Agent is not a principal or party to this Agreement, and may transfer its rights and obligations with respect to this Agreement, (iii) the Agent shall have no responsibility, obligation or liability, by way of issuance, guaranty, endorsement or otherwise in any manner with respect to the performance of either party under this Agreement, (iv) Dealer and the Agent have not given, and the Company is not relying (for purposes of making any investment decision or otherwise) upon, any statements, opinions or representations (whether written or oral) of Dealer or the Agent, other than the representations expressly set forth in this Agreement, and (v) each party agrees to proceed solely against the other party, and not the Agent, to collect or recover any money or securities owed to it in connection with this Agreement. Each party hereto acknowledges and agrees that the Agent is an intended third party beneficiary hereunder. The Company acknowledges that the Agent is an affiliate of Dealer. Dealer will be acting for its own account in respect of this Agreement.

12. Acknowledgments and Agreements. The Company acknowledges and agrees that (i) the Company does not have, and shall not attempt to exercise, any influence over how, when or whether to effect sales of the Shares by Dealer (or its agent or affiliate) in connection with this Agreement and (ii) the Company is entering into this Agreement in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended. For the avoidance of doubt, the Company agrees that Section 13.2 of the Equity Definitions remains applicable with respect to the unwinds of any Hedge Positions and Hedging Activities of Dealer in respect of the Transactions subject to the Warrant Confirmations.

13. No Exercise. The parties hereto agree that on and after the occurrence of an Early Termination Date pursuant to Section 3 above, no Warrants may be exercised under the Warrant Confirmations, and any payments with respect thereto shall be made pursuant to this Agreement (for the avoidance of doubt, all other provisions under the Warrant Confirmations shall remain in full force and effect but as applied to this Agreement, except that if an Early Termination Date or other cancellation occurs thereunder on or after an Early Termination Date hereunder, the Matched Hedge Unwind Period shall be such period as Dealer determines in its sole discretion). For the avoidance of doubt, the Number of Warrants subject to termination pursuant to Section 3(b) above shall be equal to the Number of Warrants last in effect on the date that Dealer receives the Dealer Redemption Notice, subject to adjustment as provided in Sections 3, 9(f) and 9(k) of the Warrant Confirmations and as provided in the Equity Definitions incorporated into the Warrant Confirmations.

14. Release. The parties hereto agree that payment of the amounts referred to above in Section 3 shall be in full satisfaction of all obligations owed under the Warrant Confirmations and that following payment of the amounts referred to above in Section 3, the Company and Dealer shall be discharged and fully released with respect to each other from any further duties or obligations under the Warrant Confirmations.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and the year first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Lainie Goldstein
Name: Lainie Goldstein
Title: Chief Financial Officer

BARCLAYS CAPITAL INC., acting solely as Agent in connection with this Agreement

By: /s/ Nicholas Abbate
Name: Nicholas Abbate
Title: Authorized Signatory

CONTACT:

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Take-Two Interactive Software, Inc. Announces Distribution of Notice of Redemption

New York, NY – June 12, 2013 – Take-Two Interactive Software, Inc. (NASDAQ: TTWO) (the "Company") today announced that on June 12, 2013, a notice of redemption was distributed to holders of the Company's 4.375% Convertible Senior Notes due 2014. The redemption of all of the Company's outstanding 4.375% Convertible Senior Notes due 2014 is scheduled to occur on August 29, 2013.

The notice of redemption specified that the Company will settle any 4.375% Convertible Senior Notes due 2014 surrendered for conversion in connection with the redemption on a combination settlement basis by paying cash up to a cash amount equal to $1,202.89 per $1,000 principal amount of converted notes (up to $166.0 million in the aggregate) and delivering shares of the Company's common stock in respect of the amount, if any, by which the Company's conversion obligation exceeds such cash amount.

About Take-Two Interactive Software

Headquartered in New York City, Take-Two Interactive Software, Inc. is a leading developer, marketer and publisher of interactive entertainment for consumers around the globe. The Company develops and publishes products through its two wholly-owned labels Rockstar Games and 2K. Our products are designed for console systems, handheld gaming systems and personal computers, including smartphones and tablets, and are delivered through physical retail, digital download, online platforms and cloud streaming services. The Company's common stock is publicly traded on NASDAQ under the symbol TTWO. For more corporate and product information please visit our website at http://www.take2games.com.

Cautionary Note Regarding Forward-Looking Statements

The statements contained herein which are not historical facts are considered forward-looking statements under federal securities laws and may be identified by words such as "anticipates," "believes," "estimates," "expects," "intends," "plans," "potential," "predicts," "projects," "seeks," "will," or words of similar meaning and include, but are not limited to, statements regarding the outlook for the Company's future business and financial performance. Such forward-looking statements are based on the current beliefs of our management as well as assumptions made by and information currently available to them, which are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Actual outcomes and results may vary materially from these forward-looking statements based on a variety of risks and uncertainties including: our dependence on key management and product development personnel, our dependence on our Grand Theft Auto products and our ability to develop other hit titles for current and next-generation platforms, the timely release and significant market acceptance of our games, the ability to maintain acceptable pricing levels on our games, our ability to raise capital if needed and risks associated with international operations. Other important factors and information are contained in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2013, in the section entitled "Risk Factors," and the Company's other periodic filings with the SEC, which can be accessed at www.sec.gov. All forward-looking statements are qualified by these cautionary statements and apply only as of the date they are made. The Company undertakes no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

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