UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2001

Commission file number 1-13079

GAYLORD ENTERTAINMENT COMPANY
(Exact name of registrant as specified in its charter)

Delaware	73-0664379
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
One Gaylord Drive Nashville, Tennessee	37214
(Address of principal executive offices)	(Zip Code)

(615) 316-6000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes [X] No [ ]

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class	Outstanding as of July 31, 2001
Common Stock, $.01 par value	33,546,523 shares

GAYLORD ENTERTAINMENT COMPANY

FORM 10-Q

FOR THE QUARTER ENDED JUNE 30, 2001

INDEX

PART I - FINANCIAL INFORMATION
ITEM 1. - FINANCIAL STATEMENTS

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE THREE MONTHS ENDED JUNE 30, 2001 AND 2000
(UNAUDITED)
(AMOUNTS IN THOUSANDS, EXCEPT PER SHARE DATA)

	2001	2000
Revenues	$ 104,243	$ 133,166
Operating expenses:		
Operating costs	68,873	93,525
Selling, general and administrative	29,564	36,414
Preopening costs	2,413	1,284
Impairment and other charges	11,388	--
Restructuring charges	(2,304)	--
Depreciation and amortization	11,995	14,008
Operating loss	(17,686)	(12,065)
Interest expense, net of amounts capitalized	(12,148)	(7,357)
Interest income	2,267	1,573
Unrealized gain on Viacom stock	85,603	--
Unrealized loss on derivatives	(66,020)	--
Other gains and losses	5,050	(946)
Loss before income taxes and discontinued operations	(2,934)	(18,795)
Benefit for income taxes	(966)	(6,485)
Loss before discontinued operations	(1,968)	(12,310)
Loss from discontinued operations, net of taxes	(1,180)	(1,933)
Net loss	$ (3,148)	$ (14,243)
Loss per share:		
Loss before discontinued operations	$ (0.06)	$ (0.37)
Loss from discontinued operations, net of taxes	(0.03)	(0.06)
Net loss	$ (0.09)	$ (0.43)
Loss per share - assuming dilution:		
Loss before discontinued operations	$ (0.06)	$ (0.37)
Loss from discontinued operations, net of taxes	(0.03)	(0.06)
Net loss	$ (0.09)	$ (0.43)

The accompanying notes are an integral part of these condensed consolidated financial statements.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE SIX MONTHS ENDED JUNE 30, 2001 AND 2000
(UNAUDITED)
(AMOUNTS IN THOUSANDS, EXCEPT PER SHARE DATA)

	2001	2000
Revenues	$ 218,232	$ 243,317
Operating expenses:		
Operating costs	147,740	173,465
Selling, general and administrative	58,467	68,192
Preopening costs	4,308	2,729
Impairment and other charges	11,388	--
Restructuring charges	(2,304)	--
Depreciation and amortization	24,225	27,044
Operating loss	(25,592)	(28,113)
Interest expense, net of amounts capitalized	(21,231)	(12,832)
Interest income	3,361	2,064
Unrealized gain on Viacom stock	84,405	--
Unrealized loss on derivatives	(27,081)	--
Other gains and losses	4,266	(257)
Income (loss) before income taxes, discontinued operations and cumulative effect of accounting change	18,128	(39,138)
Provision (benefit) for income taxes	5,984	(13,504)
Income (loss) before discontinued operations and accounting change	12,144	(25,634)
Loss from discontinued operations, net of taxes	(3,077)	(3,650)
Cumulative effect of accounting change, net of taxes	11,909	--
Net income (loss)	$ 20,976	$ (29,284)
Income (loss) per share:		
Income (loss) before discontinued operations and accounting change	$ 0.36	$ (0.77)
Loss from discontinued operations, net of taxes	(0.09)	(0.11)
Cumulative effect of accounting change, net of taxes	0.36	--
Net income (loss)	$ 0.63	$ (0.88)
Income (loss) per share - assuming dilution:		
Income (loss) before discontinued operations and accounting change	$ 0.36	$ (0.77)
Loss from discontinued operations, net of taxes	(0.09)	(0.11)
Cumulative effect of accounting change, net of taxes	0.35	--
Net income (loss)	$ 0.62	$ (0.88)

The accompanying notes are an integral part of these condensed consolidated financial statements.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
JUNE 30, 2001 AND DECEMBER 31, 2000
(UNAUDITED)
(AMOUNTS IN THOUSANDS, EXCEPT PER SHARE DATA)

	JUNE 30, 2001	DECEMBER 31, 2000
ASSETS		
Current assets:		
Cash and cash equivalents - unrestricted	$ 102,045	$ 35,849
Cash and cash equivalents - restricted	31,265	12,667
Trade receivables, less allowance of $5,484 and $8,180, respectively	52,313	66,015
Inventories	14,784	16,893
Deferred financing costs	26,865	29,674
Other current assets	20,061	49,901
Total current assets	247,333	210,999
Property and equipment, net of accumulated depreciation	874,579	771,163
Intangible assets, net of accumulated amortization	80,018	103,792
Investments	649,130	598,251
Long-term notes receivable, net	18,848	19,134
Fair value of derivative assets	122,869	--
Long-term deferred financing costs	148,809	144,998
Net assets of discontinued operations	12,684	12,392
Other long-term assets	48,788	70,814
Total assets	$ 2,203,058	$ 1,931,543
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 8,004	$ 175,500
Accounts payable and accrued liabilities	109,264	150,478
Total current liabilities	117,268	325,978
Secured forward exchange contract	613,054	613,054
Long-term debt, net of current portion	364,995	15,036
Deferred income taxes	203,464	204,805
Fair value of derivative liabilities	131,629	--
Other liabilities	38,806	43,259
Minority interest	1,703	1,546
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $.01 par value, 100,000 shares authorized, no shares issued or outstanding	--	--
Common stock, $.01 par value, 100,000 shares authorized, 33,544 and 33,411 shares issued and outstanding, respectively	335	334
Additional paid-in capital	516,764	513,599
Retained earnings	218,534	197,558
Unrealized gain on investments	--	17,957
Other stockholders' equity	(3,494)	(1,583)
Total stockholders' equity	732,139	727,865
Total liabilities and stockholders' equity	$ 2,203,058	$ 1,931,543

The accompanying notes are an integral part of these condensed consolidated financial statements.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 2001 AND 2000
(UNAUDITED)
(AMOUNTS IN THOUSANDS)

	2001	2000
Cash Flows from Operating Activities:		
Net income (loss)	$ 20,976	$ (29,284)
Amounts to reconcile net income (loss) to net cash flows provided by (used in) operating activities:		
Loss on discontinued operations	3,077	3,650
Impairment and other charges	11,388	--
Cumulative effect of accounting change, net	(11,909)	--
Unrealized loss on derivatives	27,081	--
Unrealized gain on Viacom stock	(84,405)	--
Depreciation and amortization	24,225	27,044
Loss on divestiture of businesses	1,673	--
Provision for deferred income taxes	5,287	2,887
Amortization of deferred financing costs	18,492	3,556
Changes in (net of acquisitions and divestitures):		
Trade receivables	8,036	(3,653)
Accounts payable and accrued liabilities	(33,199)	(23,368)
Income tax receivable	23,868	(18,365)
Other assets and liabilities	6	(4,849)
Net cash flows provided by (used in) operating activities - continuing operations	14,596	(42,382)
Net cash flows used in operating activities - discontinued operations	(3,030)	(5,074)
Net cash flows provided by (used in) operating activities	11,566	(47,456)
Cash Flows from Investing Activities:		
Purchases of property and equipment	(124,802)	(76,302)
Proceeds from divestiture of businesses, net of selling costs paid and cash divested	19,808	--
Acquisition of businesses, net of cash acquired	--	(11,620)
Investments in, advances to and distributions from affiliates, net	--	(4,199)
Other investing activities	(2,701)	(6,800)
Net cash flows used in investing activities - continuing operations	(107,695)	(98,921)
Net cash flows used in investing activities - discontinued operations	(1,166)	(6,954)
Net cash flows used in investing activities	(108,861)	(105,875)
Cash Flows from Financing Activities:		
Repayment of long-term debt	(237,501)	(500)
Proceeds from issuance of long-term debt	439,282	500
Net repayments under revolving credit agreements	--	(291,929)
Cash proceeds from secured forward exchange contract	--	613,054
Deferred financing costs paid	(19,600)	(106,655)
Increase in restricted cash	(18,598)	(3,960)
Proceeds from exercise of stock option and purchase plans	597	768
Net cash flows provided by financing activities - continuing operations	164,180	211,278
Net cash flows used in financing activities - discontinued operations	(688)	(644)
Net cash flows provided by financing activities	163,492	210,634
Net change in cash	66,197	57,303
Increase in cash balance - discontinued operations	(1)	(1)
Cash, beginning of period	35,849	18,696
Cash, end of period	$ 102,045	$ 75,998

The accompanying notes are an integral part of these condensed consolidated financial statements.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)
(AMOUNTS IN THOUSANDS)

1. BASIS OF PRESENTATION:

The condensed consolidated financial statements include the accounts of Gaylord Entertainment Company and subsidiaries (the "Company") and have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the financial information presented not misleading. It is suggested that these condensed consolidated financial statements be read in conjunction with the audited consolidated financial statements and the notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2000, filed with the Securities and Exchange Commission. Effective October 1, 2000, the Company adopted the provisions of Staff Accounting Bulletin 101, "Revenue Recognition in Financial Statements" and certain related authoritative literature. Accordingly, the Company classified certain amounts as revenues that historically, in accordance with industry practice, were reported as a reduction to operating expenses. To comply with the new requirements, the Company reclassified $5,663 and $11,390 from operating expenses to revenues for the three months and six months ended June 30, 2000, respectively. In the opinion of management, all adjustments necessary for a fair statement of the results of operations for the interim period have been included. The results of operations for such interim period are not necessarily indicative of the results for the full year.

2. INCOME PER SHARE:

The Company calculates income per share using Statement of Financial Accounting Standards ("SFAS") No. 128, "Earnings per Share". The weighted average number of common shares outstanding is calculated as follows:

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
Weighted average shares outstanding	33,517	33,372	33,472	33,351
Effect of dilutive stock options	--	--	131	--
Weighted average shares outstanding - assuming dilution	33,517	33,372	33,603	33,351

For the three month period ended June 30, 2001, the Company's effect of dilutive stock options was the equivalent of 179 shares. For the three month and six month periods ended June 30, 2000, the Company's effect of dilutive stock options was the equivalent of 123 shares and 149 shares, respectively, of common stock outstanding. These incremental shares were excluded from the computation of diluted earnings per share for the three months ended June 30, 2001 and the three months and six months ended June 30, 2000 as the effect of their inclusion would be anti-dilutive.

3. COMPREHENSIVE INCOME:

Comprehensive income is as follows:

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
Net income (loss)	$(3,148)	$ (14,243)	$ 20,976	$(29,284)
Unrealized gain (loss) on investments	--	107,532	(17,957)	62,220
Unrealized loss on interest rate hedges	(106)	--	(106)	--
Foreign currency translation	134	(616)	487	(598)
Comprehensive income (loss)	$(3,120)	$ 92,673	$ 3,400	$ 32,338

4. DISCONTINUED OPERATIONS:

On June 1, 2001, the Company adopted a formal plan to sell its international cable networks. The operating results of the international cable networks prior to June 1, 2001 are reflected as discontinued operations, net of taxes, in the condensed consolidated statements of operations. The Company anticipates completing the sale within the next twelve months and expects to recognize a gain on the sale. The operating results of the international cable networks during June 2001 have been deferred and reflected in net assets of discontinued operations on the accompanying condensed consolidated balance sheet. For the month ended June 30, 2001, the revenues and net losses of the international cable networks were $410 and $507, respectively. The assets and liabilities of the discontinued operations, which are presented on a net basis in the accompanying condensed consolidated balance sheets, are as follows:

	JUNE 30, 2001	DECEMBER 31, 2000
Current assets	$ 2,947	$ 4,654
Property and equipment, net of accumulated depreciation	6,484	7,797
Investments	8,851	7,755
Deferred loss	507	--
Other long-term assets	1,794	196
Total assets	20,583	20,402
Liabilities	1,694	1,117
Long-term debt	6,205	6,893
Total liabilities	7,899	8,010
Net assets of discontinued operations	$12,684	$12,392

5. IMPAIRMENT AND OTHER CHARGES:

During the second quarter of 2001, the Company recorded pretax impairment and other charges of $11,388. These charges include an investment in an IMAX movie of $5,669, a minority investment in a technology business of $4,576 and an investment in idle real estate of $1,143. The Company began production of an IMAX movie during 2000 that will portray the history of country music. After encountering a number of operational issues that created significant cost overruns, the carrying value of the IMAX film asset was reassessed during the second quarter of 2001 resulting in the $5,669 impairment charge. During 2000, the Company made a minority investment in a technology start-up business. During 2001, the unfavorable environment for technology businesses has created difficulty for this business to obtain adequate capital to execute its business plan. During the second quarter of 2001, the Company was notified that this technology business had been unsuccessful in arranging financing. As such, the Company reassessed the investment's realizability and reflected an impairment charge of $4,576 during the second quarter of 2001. The impairment charge related to idle real estate of $1,143 recorded during the second quarter of 2001 is based upon certain third-party offers received during the second quarter of 2001 for such property.

6. DIVESTITURES:

During March 2001, the Company sold five businesses: Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television and Gaylord Production Company, to affiliates of The Oklahoma Publishing Company ("OPUBCO") for $22,000 in cash and the assumption of debt of $19,318. During the first quarter of 2001, the Company recorded a pretax loss of $1,673 related to the sale in other gains and losses in the accompanying condensed consolidated statement of operations. OPUBCO owns a minority interest in the Company. Four of the Company's directors are also directors of OPUBCO and voting trustees of a voting trust that controls OPUBCO. Additionally, those four directors collectively own a significant ownership interest in the Company. The operating results prior to the sale of the five businesses sold to OPUBCO included in the condensed consolidated statements of operations are as follows:

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
Revenues	$ --	$ 12,459	$ 2,195	$ 14,753
Operating loss	$ --	$ (761)	$(1,459)	$ (2,341)

7. DEBT:

During 2000, the Company entered into a six-month $200,000 interim loan agreement (the "Interim Loan") with Merrill Lynch Mortgage Capital, Inc. During the first quarter of 2001, the Company increased the borrowing capacity under the Interim Loan to $250,000.

During March 2001, the Company, through special purpose entities, entered into two loan agreements, a $275,000 senior loan (the "Senior Loan") and a $100,000 mezzanine loan (the "Mezzanine Loan") (collectively, the "2001 Loans") with affiliates of Merrill Lynch & Company acting as principal. Proceeds

of $235,000 from the Senior Loan were used to refinance the Interim Loan. The Senior Loan is secured by a first mortgage lien on the assets of the Opryland Hotel Nashville and is due in 2004. Amounts outstanding under the Senior Loan bear interest at a blended rate of one-month LIBOR plus 0.9%. The Mezzanine Loan, secured by the equity interest in the wholly-owned subsidiary owner of the Opryland Hotel Nashville, is due in 2004 and bears interest at one-month LIBOR plus 6.0%. For the six month period ended June 30, 2001, the weighted average interest rates on the Senior Loan and Mezzanine Loan were 7.4% and 13.0%, respectively. At the Company's option, the 2001 Loans may be extended for two additional one-year terms beyond their scheduled maturities, subject to the Company meeting certain financial ratios and other criteria. The Senior Loan requires monthly principal payments of $667 during its three-year term. The 2001 Loans require monthly interest payments. The terms of the Senior Loan and the Mezzanine Loan require the purchase of interest rate hedges in notional amounts equal to the outstanding balances of the Senior Loan and the Mezzanine Loan in order to protect against adverse changes in one-month LIBOR. Pursuant to these agreements, the Company has purchased instruments which cap its exposure to one-month LIBOR at 7.5%. At closing, the Company was required to escrow certain amounts, including $20,000 related to future capital expenditures of the Opryland Hotel Nashville. The net proceeds from the 2001 Loans, after refinancing of the Interim Loan, required escrows and fees, were approximately $97,600. At June 30, 2001, the unamortized balance of the deferred financing costs related to the 2001 Loans is $17,144. The 2001 Loans require that the Company maintain certain escrowed cash balances and certain financial covenants, and imposes limits on transactions with affiliates and indebtedness. At June 30, 2001, the Company was in compliance with all covenants under the 2001 Loans.

Additional long-term financing is required to fund the Company's construction commitments related to its hotel development projects and to fund its operating losses on both a short-term and long-term basis. While the Company is negotiating various alternatives for its short-term and long-term financing needs, there is no assurance that financing will be secured with terms that are acceptable to the Company. Management currently anticipates securing long-term financing for its hotel development and construction projects; however, if the Company is unable to secure additional long-term financing, capital expenditures will be curtailed to ensure adequate liquidity to fund the Company's operations. Currently, the Company's management believes that the net cash flows from operations, together with the amount expected to be available from the Company's financing arrangements, will be sufficient to satisfy anticipated future cash requirements, including its projected capital expenditures, on both a short-term and long-term basis.

8. DERIVATIVE FINANCIAL INSTRUMENTS:

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities", effective, as amended, for fiscal years beginning after June 15, 2000. SFAS No. 133 establishes accounting and reporting standards for derivative instruments and hedging activities. SFAS No. 133 requires all derivatives to be recognized in the statement of financial position and to be measured at fair value. During 2000, the Company entered into a seven-year secured forward exchange contract with respect to 10,938 shares of its Viacom stock investment. Under SFAS No. 133, components of the secured forward exchange contract are considered derivatives. The Company adopted the provisions of SFAS No. 133 on January 1, 2001 and recorded a gain of $11,909, net of taxes of $6,413, as a cumulative effect of an accounting change in the condensed consolidated statements of operations, to record the derivatives associated with the secured forward exchange contract at fair value as of January 1, 2001. For the three months and six months ended June 30, 2001, the Company recorded pretax losses of $66,020 and $27,081, respectively, related to the decrease in fair value of the derivatives associated with the secured forward exchange contract. Additionally, the Company recorded a nonrecurring pretax gain of $29,391 on January 1, 2001, related to reclassifying its investment in Viacom stock from available-for-sale to trading as defined by SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities". For the three month and six month periods

ended June 30, 2001, the Company recorded pretax gains of $85,603 and $55,014, respectively, related to the increase in fair value of the Viacom stock subsequent to January 1, 2001.

9. RESTRUCTURING CHARGES:

During the fourth quarter of 2000, the Company recognized pretax restructuring charges of $16,426 related to exiting certain lines of business and implementing a new strategic plan. The restructuring charges consisted of contract termination costs of $9,987 to exit specific activities and employee severance and related costs of $6,439. As of June 30, 2001, the Company has recorded cash charges of $8,651 against the restructuring accrual. During the second quarter of 2001, the Company negotiated reductions in certain contract termination costs, which allowed the reversal of $2,304 of the restructuring charges originally recorded during the fourth quarter of 2000. The remaining balance of the restructuring accrual at June 30, 2001 of $5,471 is included in accounts payable and accrued liabilities in the condensed consolidated balance sheet.

10. SUPPLEMENTAL CASH FLOW DISCLOSURES:

Cash paid for interest for the three months and six months ended June 30, 2001 and 2000 was comprised of:

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
Debt interest paid	$ 5,652	$ 5,891	$ 11,996	$ 11,825
Deferred financing costs paid	272	106,655	19,600	106,655
Capitalized interest	(4,228)	(1,197)	(8,307)	(1,976)
	$ 1,696	$ 111,349	$ 23,289	$ 116,504

11. NEWLY ISSUED ACCOUNTING STANDARDS:

In July 2001, the Financial Accounting Standards Board issued SFAS No. 141, "Business Combinations" and SFAS No. 142, "Goodwill and Other Intangible Assets". SFAS 141 supercedes Accounting Principles Board ("APB") Opinion No. 16, "Business Combinations" and requires the use of the purchase method of accounting for all business combinations prospectively. SFAS No. 141 also provides guidance on recognition of intangible assets apart from goodwill. SFAS No. 142 supercedes APB Opinion No. 17, "Intangible Assets" and changes the accounting for goodwill and intangible assets. Under SFAS No. 142, goodwill and intangible assets with indefinite useful lives will not be amortized but will be tested for impairment annually and whenever events or circumstances occur indicating that these intangible assets may be impaired. The Company will adopt SFAS No. 141 and SFAS No. 142 on January 1, 2002 and is currently assessing the impact the new standards will have on its financial statements.

12. FINANCIAL REPORTING BY BUSINESS SEGMENTS:

The Company is organized and managed based upon its products and services. The following information is derived from the Company's internal financial reports used for corporate management purposes.

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
Revenues:				
Hospitality and attractions	$ 56,793	$ 67,660	$ 116,911	$ 124,307
Music, media and entertainment	47,427	65,506	101,272	119,010
Corporate and other	23	--	49	--
Total	$ 104,243	$ 133,166	$ 218,232	$ 243,317
Depreciation and amortization:				
Hospitality and attractions	$ 6,875	$ 6,982	$ 13,733	$ 13,428
Music, media and entertainment	3,489	5,574	7,302	10,544
Corporate and other	1,631	1,452	3,190	3,072
Total	$ 11,995	$ 14,008	$ 24,225	$ 27,044
Operating income (loss):				
Hospitality and attractions	$ 5,730	$ 14,265	$ 13,862	$ 20,469
Music, media and entertainment	(2,546)	(15,977)	(8,936)	(28,221)
Corporate and other	(9,373)	(9,069)	(17,126)	(17,632)
Preopening costs	(2,413)	(1,284)	(4,308)	(2,729)
Impairment and other charges	(11,388)	--	(11,388)	--
Restructuring charges	2,304	--	2,304	--
Total	$ (17,686)	$ (12,065)	$ (25,592)	$ (28,113)

ITEM 2.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

BUSINESS SEGMENTS

The Company is managed using the following three business segments: hospitality and attractions; music, media and entertainment; and corporate and other. The hospitality and attractions segment primarily consists of the Opryland Hotel Nashville; the Opryland Hotel Florida and Opryland Hotel Texas, which are under construction; as well as the General Jackson Showboat and various other tourist attractions located in Nashville, Tennessee. The Opryland Hotel Nashville is owned and operated by Opryland Hotel Nashville, LLC, a wholly-owned Delaware special purpose entity. The music, media and entertainment segment primarily consists of Word Entertainment ("Word"), the Company's contemporary Christian music company; the Grand Ole Opry; the Wildhorse Saloon in Nashville; Acuff-Rose Music Publishing; Corporate Magic, Inc., a company specializing in the production of creative events in the corporate entertainment marketplace; and three radio stations in Nashville, Tennessee. On June 1, 2001, the Company adopted a formal plan to dispose of its international cable networks, which have been segregated from continuing operations and reported as discontinued operations in the accompanying condensed consolidated financial statements. The Company's unallocated corporate expenses are reported separately.

STRATEGIC DIRECTION

During the second quarter of 2001, the Company hired a new Chairman of the Board of Directors and Chief Executive Officer. Under its new management, the Company is currently reassessing its long-term strategy to return to profitability. As a part of this reassessment, the Company intends to divest of certain businesses which produce low returns and are not part of its core strategy. Additionally, the Company plans to streamline its administrative structure to align with its strategy. Capital from asset dispositions and cost savings will be used to develop the Company's core businesses. As part of its revised strategy, the Company adopted a formal plan of disposal of its international cable networks on June 1, 2001 and began accounting for these businesses as discontinued operations. The operating results of the international cable networks prior to June 1, 2001 are reflected as discontinued operations, net of taxes, in the condensed consolidated statements of operations. The Company anticipates a sale within the next twelve months and expects to recognize a gain. The operating results of the international cable networks during June 2001 have been deferred and reflected in net assets of discontinued operations on the accompanying condensed consolidated balance sheet. As the Company continues to divest of other non-core businesses, this reassessment of the Company's strategic direction may result in non-recurring charges in the second half of 2001. Due to the magnitude of this review and the uncertainty of any outcome, management is currently unable to quantify the potential effects to the Company's results of operations, financial position or liquidity.

DIVESTITURES

During the first quarter of 2001, the Company sold five businesses: Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television and Gaylord Production Company, to affiliates of The Oklahoma Publishing Company ("OPUBCO") for $22.0 million in cash and the assumption of $19.3 million in debt. During the first quarter of 2001, the Company recorded a $1.7 million pretax loss related to the sale. As of the disposal date, OPUBCO owned a 6.3% interest in the Company. Four of the Company's directors, who were, as of the disposal date, the beneficial owners of an additional 27.8% of the Company, are also directors of OPUBCO and voting trustees of a voting trust that controls OPUBCO.

As part of the Company's strategic assessment completed during the fourth quarter of 2000, the Company closed Gaylord Digital in the fourth quarter of 2000. Gaylord Digital was formed to initiate a focused Internet strategy through the acquisition of a number of websites and investments in technology start-up businesses. Also during 2000, the Company divested the Wildhorse Saloon near Orlando, the KOA Campground located near the Opryland Hotel Nashville and ceased plans to develop a country music record label.

The combined operating results for the three month and six month periods ended June 30 of the businesses divested during 2000 and 2001 consisting of: Gaylord Digital, Wildhorse Saloon near Orlando, KOA Campground, country music record label development costs, Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television and Gaylord Production Company ("Divested Businesses") were, in thousands:

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
Revenues	$ --	$ 15,268	$ 2,213	$ 20,191
Operating loss	$ --	$(11,244)	$(1,464)	$(19,296)

RESULTS OF OPERATIONS

The following table contains unaudited selected summary financial data for the three month and six month periods ended June 30, 2001 and 2000 (amounts in thousands). Effective October 1, 2000, the Company adopted the provisions of Staff Accounting Bulletin 101, "Revenue Recognition in Financial Statements" and certain related authoritative literature. Accordingly, the Company classified certain amounts as revenues that historically, in accordance with industry practice, were reported as a reduction to operating expenses. To comply with the new requirements, the Company reclassified $5.7 million and $11.4 million from operating expenses to revenues for the three months and six months ended June 30, 2000, respectively. The table also shows the percentage relationships to total revenues and, in the case of segment operating income (loss), its relationship to segment revenues.

	Three Months Ended June 30,				Six Months Ended June 30,			
	2001	%	2000	%	2001	%	2000	%
Revenues:								
Hospitality and attractions	$ 56,793	54.5	$ 67,660	50.8	$116,911	53.6	$ 124,307	51.1
Music, media and entertainment	47,427	45.5	65,506	49.2	101,272	46.4	119,010	48.9
Corporate and other	23	-	-	-	49	-	-	-
Total revenues	104,243	100.0	133,166	100.0	218,232	100.0	243,317	100.0
Operating expenses:								
Operating costs	68,873	66.1	93,525	70.2	147,740	67.7	173,465	71.3
Selling, general & administrative	29,564	28.4	36,414	27.4	58,467	26.8	68,192	28.1
Preopening costs	2,413	2.3	1,284	1.0	4,308	2.0	2,729	1.1
Impairment and other charges	11,388	10.9	-	-	11,388	5.2	-	-
Restructuring charges	(2,304)	(2.2)	-	-	(2,304)	(1.1)	-	-
Depreciation and amortization:								
Hospitality and attractions	6,875		6,982		13,733		13,428	
Music, media and entertainment	3,489		5,574		7,302		10,544	
Corporate and other	1,631		1,452		3,190		3,072	
Total depreciation and amortization	11,995	11.5	14,008	10.5	24,225	11.1	27,044	11.1
Total operating expenses	121,929	117.0	145,231	109.1	243,824	111.7	271,430	111.6
Operating income (loss):								
Hospitality and attractions	5,730	10.1	14,265	21.1	13,862	11.9	20,469	16.5
Music, media and entertainment	(2,546)	(5.4)	(15,977)	(24.4)	(8,936)	(8.8)	(28,221)	(23.7)
Corporate and other	(9,373)	-	(9,069)	-	(17,126)	-	(17,632)	-
Preopening costs	(2,413)	-	(1,284)	-	(4,308)	-	(2,729)	-
Impairment and other charges	(11,388)	-	-	-	(11,388)	-	-	-
Restructuring charges	2,304	-	-	-	2,304	-	-	-
Total operating income (loss)	$(17,686)	(17.0)	$ (12,065)	(9.1)	$(25,592)	(11.7)	$ (28,113)	(11.6)

PERIODS ENDED JUNE 30, 2001 COMPARED TO PERIODS ENDED JUNE 30, 2000

Revenues

Total revenues decreased $28.9 million, or 21.7%, to $104.2 million in the second quarter of 2001, and decreased $25.1 million, or 10.3%, to $218.2 million in the first six months of 2001. Excluding the revenues of the Divested Businesses from both periods, revenues decreased $13.7 million, or 11.6%, to $104.2 million in the second quarter of 2001, and decreased $7.1 million, or 3.2%, to $216.0 million in the first six months of 2001 as discussed below.

Revenues in the hospitality and attractions segment decreased $10.9 million, or 16.1%, to $56.8 million in the second quarter of 2001, and decreased $7.4 million, or 5.9%, to $116.9 million in the first six months of 2001. In the first six months of 2001, the Opryland Hotel Nashville's revenues decreased $5.7 million, or 5.1%, to $107.0 million. This decrease was attributable to the impact of a softer economy and the annual rotation of convention business among different markets that is common in the meeting and convention industry. The collection of a $2.2 million cancellation fee in the second quarter of 2000 also adversely affects comparisons with the prior year period. The Opryland Hotel Nashville's occupancy rate decreased to 69.0% in the first six months of 2001 compared to 73.2% in the first six months of 2000. The Opryland Hotel Nashville sold 345,200 room nights in the first six months of 2001 compared to 368,600 room nights sold in the same period of 2000, reflecting a 6.3% decrease from 2000. Revenue per available room (RevPAR) for the Opryland Hotel Nashville decreased 4.7% to $99.71 for the first six months of 2001 compared to $104.62 in the first six months of 2000. The Opryland Hotel Nashville's average daily rate increased to $144.44 in the first six months of 2001 from $142.85 in the first six months of 2000.

Revenues in the music, media and entertainment segment decreased $18.1 million, or 27.6%, to $47.4 million in the second quarter of 2001, and decreased $17.7 million, or 14.9%, to $101.3 million in the first six months of 2001. Excluding the revenues of the Divested Businesses from both periods, revenues in the music, media and entertainment segment decreased $3.2 million, or 6.2%, in the second quarter of 2001, and decreased $0.2 million, or 0.2%, for the six months ending June 30, 2001. Word revenues decreased $9.0 million in the first six months of 2001 as a result of a lower number of new releases. Revenues of the Company's radio stations decreased $1.1 million in the first six months of 2001 as a result of a weak advertising market and significant competition with the country music radio stations. The decreases in revenues were partially offset by the increased revenues of Corporate Magic, which was acquired in March 2000. Revenues of Corporate Magic increased $9.2 million in the first six months of 2001 as compared to revenues subsequent to its acquisition in March 2000.

Operating Expenses

Total operating expenses decreased $23.3 million, or 16.0%, to $121.9 million in the second quarter of 2001, and decreased $27.6 million, or 10.2%, to $243.8 million in the first six months of 2001. Operating costs, as a percentage of revenues, decreased to 67.7% during the first six months of 2001 as compared to 71.3% during the first six months of 2000. Selling, general and administrative expenses, as a percentage of revenues, decreased to 26.8% during the first six months of 2001 as compared to 28.1% during the first six months of 2000.

Operating costs decreased $24.7 million, or 26.4%, to $68.9 million in the second quarter of 2001, and decreased $25.7 million, or 14.8%, to $147.7 million in the first six months of 2001. Excluding the operating costs of the Divested Businesses from both periods, operating costs decreased $7.4 million, or 9.8%, to $68.9 million in the second quarter of 2001, and decreased $3.9 million, or 2.6%, to $145.4 million in the first six months of 2001. The decrease in the first six months of 2001 is primarily attributable to decreased operating costs of Word of $8.8 million related to lower revenues, lower employment costs and lower warehousing costs. Operating costs of the Opryland Hotel Nashville decreased $1.2 million related to lower revenues in the first six months of 2001. The decreases were partially offset by increased operating costs in the first six months of 2001 of Corporate Magic, which was acquired in March 2000, of $8.6 million related to increased revenues.

Selling, general and administrative expenses decreased $6.9 million, or 18.8%, to $29.6 million in the second quarter of 2001, and decreased $9.7 million, or 14.3%, to $58.5 million in the first six months of 2001. Excluding the selling, general and administrative expenses of the Divested Businesses from both periods, selling, general and administrative expenses increased $0.1 million to $29.6 million for the second quarter of 2001 and increased $0.2 million to $57.5 million for the first six months of 2001.

Preopening costs increased $1.1 million, or 87.9%, to $2.4 million in the second quarter of 2001, and increased $1.6 million, or 57.9%, to $4.3 million in the first six months of 2001. Preopening costs are related to the development of the Opryland Hotel Florida and Opryland Hotel Texas.

During the second quarter of 2001, the Company recorded pretax impairment and other charges of $11.4 million. These charges include an investment in an IMAX movie of $5.7 million, a minority investment in a technology business of $4.6 million and an investment in idle real estate of $1.1 million. The Company began production of an IMAX movie during 2000 that will portray the history of country music. After encountering a number of operational issues that created significant cost overruns, the carrying value of the IMAX film asset was reassessed during the second quarter of 2001 resulting in the $5.7 million impairment charge. During 2000, the Company made a minority investment in a technology start-up business. During 2001, the unfavorable environment for technology businesses has created difficulty for this business to obtain adequate capital to execute its business plan. During the second quarter of 2001, the Company was notified that this technology business had been unsuccessful in arranging financing. As such, the Company reassessed the investment's realizability and reflected an impairment charge of $4.6 million during the second quarter of 2001. The impairment charge related to idle real estate of $1.1 million recorded during the second quarter of 2001 is based upon certain third-party offers received during the second quarter of 2001 for such property.

During the fourth quarter of 2000, the Company recognized pretax restructuring charges of $16.4 million related to exiting certain lines of business and implementing a new strategic plan. The restructuring charges consisted of contract termination costs of $10.0 million to exit specific activities and employee severance and related costs of $6.4 million. During the second quarter of 2001, the Company negotiated reductions in certain contract termination costs, which allowed the reversal of $2.3 million of the restructuring charges originally recorded during the fourth quarter of 2000.

Depreciation and amortization decreased $2.0 million, or 14.4%, to $12.0 million in the second quarter of 2001, and decreased $2.8 million, or 10.4%, to $24.2 million in the first six months of 2001. Excluding the depreciation and amortization of the Divested Businesses from both periods, depreciation and amortization increased $0.4 million, or 3.6%, to $12.0 million in the second quarter of 2001 and increased $1.2 million, or 5.3%, to $23.8 million in the first six months of 2001. The increase in the first six months of 2001 is primarily attributable to the depreciation expense of capital expenditures and the amortization expense of intangible assets, primarily goodwill, associated with acquisitions.

Operating Income (Loss)

Total operating loss increased $5.6 million to an operating loss of $17.7 million in the second quarter of 2001, and decreased $2.5 million to an operating loss of $25.6 million in the first six months of 2001. Operating income in the hospitality and attractions segment decreased $6.6 million during the first six months of 2001 as a result of decreased operating income of the Opryland Hotel Nashville. Music, media and entertainment segment operating loss decreased $19.3 million during the first six months of 2001 primarily due to the effects of the Divested Businesses. Excluding the operating results of the Divested Business from both periods, the operating loss of the music, media and entertainment segment decreased $1.5 million to $7.5 million. Operating loss of the corporate and other segment decreased $0.5 million during the first six months of 2001 as a result of personnel reductions and stringent cost controls.

Interest Expense

Interest expense, including amortization of deferred financing costs, increased $4.8 million to $12.1 million for the second quarter of 2001, and increased $8.4 million to $21.2 million in the first six months of 2001. The increases are primarily attributable to higher average borrowing levels, including the secured forward exchange contract, higher average interest rates and the amortization of deferred financing costs. The increase in the first six months of 2001 was partially offset by increased capitalized interest related to new hotel construction of $6.3 million. The Company's weighted average interest rate on its borrowings, including amortization of the deferred financing costs related to the secured forward exchange contract entered into during the second quarter of 2000, was 7.1% in the first six months of 2001 as compared to 6.7% in the first six months of 2000.

Interest Income

Interest income increased $0.7 million to $2.3 million for the second quarter of 2001, and increased $1.3 million to $3.4 million in the first six months of 2001. The increase in the first six months of 2001 primarily relates to an increase in invested cash balances.

Unrealized Gain (Loss) on Viacom Stock and Derivatives

Effective January 1, 2001, the Company adopted the provisions of SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities", as amended, and reclassified its investment in Viacom stock from available-for-sale to trading. During 2000, the Company entered into a seven-year secured forward exchange contract with respect to 10.9 million shares of its Viacom stock investment. Under SFAS No. 133, components of the secured forward exchange contract are considered derivatives. The Company recorded a $29.4 million nonrecurring pretax gain on January 1, 2001 to record the initial reclassification of its Viacom stock investment. In addition, the Company recorded a pretax gain of $55.0 million related to the increase in the fair value of the Viacom stock investment during the first six months of 2001. In accordance with SFAS No. 133, the Company recorded a pretax loss of $27.1 million related to the decrease in the fair value during the first six months of 2001 of the derivatives associated with the secured forward exchange contract.

Other Gains and Losses

The indemnification period related to the 1999 disposal of television station KTVT ended during the second quarter of 2001, which allowed the Company to recognize a non-operating pretax gain of $4.6 million related to the settlement of the remaining contingencies.

Income Taxes

The benefit for income taxes decreased $5.5 million to $1.0 million for the second quarter of 2001. The provision for income taxes increased $19.5 million to $6.0 million in the first six months of 2001. The effective tax rate on income (loss) before provision (benefit) for income taxes was 33.0% for the first six months of 2001 compared to 34.5% for the first six months of 2000. In addition, the Company recorded deferred taxes of $6.4 million in the first six months of 2001 associated with the cumulative effect of an accounting change.

Discontinued Operations

On June 1, 2001, the Company adopted a formal plan to sell its international cable networks. The operating results of the international cable networks prior to June 1, 2001 are reflected as discontinued operations, net of taxes, in the condensed consolidated statements of operations. The Company anticipates completing the sale within the next twelve months and expects to recognize a gain on the sale. The operating results of the international cable networks during June 2001 have been deferred and reflected in net assets of discontinued operations on the accompanying condensed consolidated balance sheet. For the month ended June 30, 2001, the revenues and net losses of the international cable networks were $0.4 million and $0.5 million, respectively.

Cumulative Effect of Accounting Change

Effective January 1, 2001, the Company adopted the provisions of SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities", as amended. During 2000, the Company entered into a seven-year secured forward exchange contract with respect to 10.9 million shares of its Viacom stock investment. Under SFAS No. 133, components of the secured forward exchange contract are considered derivatives. On January 1, 2001, the Company recorded a gain of $11.9 million, net of deferred taxes of $6.4 million, as a cumulative effect of an accounting change to record the derivatives associated with the secured forward exchange contract at fair value as of January 1, 2001.

LIQUIDITY AND CAPITAL RESOURCES

During the three months ended March 31, 2001, the Company, through special purpose entities, entered into two loan agreements, a $275 million senior loan (the "Senior Loan") and a $100 million mezzanine loan (the "Mezzanine Loan") (collectively, the "2001 Loans") with affiliates of Merrill Lynch & Company acting as principal. The Senior Loan is secured by a first mortgage lien on the assets of the Opryland Hotel Nashville and is due in 2004. Amounts outstanding under the Senior Loan bear interest at a blended rate of one-month LIBOR plus 0.9%. The Mezzanine Loan, secured by the equity interest in the wholly-owned subsidiary owner of the Opryland Hotel Nashville, is due in 2004 and bears interest at one-month LIBOR plus 6.0%. For the six month period ended June 30, 2001, the weighted average interest rates on the Senior Loan and Mezzanine Loan were 7.4% and 13.0%, respectively. At the Company's option, the 2001 Loans may be extended for two additional one-year terms beyond their scheduled maturities, subject to the Company meeting certain financial ratios and other criteria. The Senior Loan requires monthly principal payments of approximately $0.7 million during its three-year term. The 2001 Loans require monthly interest payments. The terms of the Senior Loan and the Mezzanine Loan require the purchase of interest rate hedges in notional amounts equal to the outstanding balances of the Senior Loan and the Mezzanine Loan in order to protect against adverse changes in one-month LIBOR. Pursuant to these agreements, the Company has purchased instruments which cap its exposure to one-month LIBOR at 7.5%. The Company used $235 million of the proceeds from the Senior Loan to refinance its six-month interim loan (the "Interim Loan"). At closing, the Company was required to escrow certain amounts, including $20 million related to future capital expenditures of the Opryland Hotel Nashville. The net proceeds from the 2001 Loans, after refinancing of the Interim Loan, required escrows and fees, were approximately $98 million. At June 30, 2001, the unamortized balance of the deferred financing costs related to the 2001 Loans is $17.1 million. The 2001 Loans require that the Company maintain certain escrowed cash balances and certain financial covenants, and imposes limits on transactions with affiliates and indebtedness. At June 30, 2001, the Company was in compliance with all covenants under the 2001 Loans.

While the Company has available the balance of the net proceeds from the 2001 Loans, proceeds from the sale of businesses to OPUBCO and the net cash flows from operations to fund its cash requirements, additional long-term financing is required to fund the Company's construction commitments related to the Opryland Hotel Florida and Opryland Hotel Texas and to fund its anticipated operating losses on both a short-term and long-term basis.

The Company has received commitments from three financial institutions for a $210 million credit facility for general corporate purposes, including the financing of the Florida hotel project, and expects to finalize this financing in the third quarter of 2001. The Company anticipates that the proceeds from this financing combined with the 2001 Loans will allow it to complete the construction of the hotel,

open it on schedule in February 2002, and provide initial working capital. The Company is also pursuing financing alternatives for the Texas hotel project.

While there is no assurance that any such financing will be secured, the Company has had discussions with certain lenders and believes it will secure acceptable funding. However, if the Company is unable to obtain any part of the financing it is seeking, or the timing of such financing is significantly delayed, it would require the curtailment of development capital expenditures to ensure adequate liquidity to fund the Company's operations.

The Company currently projects capital expenditures for 2001 of approximately $315 million, which includes approximately $285 million related to the Company's new hotel construction in Florida and Texas. The Company's capital expenditures from continuing operations for the six months ended June 30, 2001 were $124.8 million.

SEASONALITY

Certain of the Company's operations are subject to seasonal fluctuation. Revenues in the music business are typically weakest in the first calendar quarter following the Christmas buying season.

NEWLY ISSUED ACCOUNTING STANDARDS

In July 2001, the Financial Accounting Standards Board issued SFAS No. 141, "Business Combinations" and SFAS No. 142, "Goodwill and Other Intangible Assets". SFAS 141 supercedes Accounting Principles Board ("APB") Opinion No. 16, "Business Combinations" and requires the use of the purchase method of accounting for all business combinations prospectively. SFAS No. 141 also provides guidance on recognition of intangible assets apart from goodwill. SFAS No. 142 supercedes APB Opinion No. 17, "Intangible Assets" and changes the accounting for goodwill and intangible assets. Under SFAS No. 142, goodwill and intangible assets with indefinite useful lives will not be amortized but will be tested for impairment annually and whenever events or circumstances occur indicating that these intangible assets may be impaired. The Company will adopt SFAS No. 141 and SFAS No. 142 on January 1, 2002 and is currently assessing the impact the new standards will have on its financial statements.

FORWARD-LOOKING STATEMENTS/RISK FACTORS

This report contains certain forward-looking statements regarding, among other things, the anticipated financial and operating results of the Company. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company cautions investors that future financial and operating results may differ materially from those included in forward-looking statements made by, or on behalf of, the Company. Such forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the actual results, performance, or achievements of the Company to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. The Company's future operating results depend on a number of factors which were derived utilizing numerous assumptions and other important factors that, if altered, could cause actual results to differ materially from those anticipated in forward-looking statements. These factors, many of which are beyond the Company's control, include the level of popularity of country and Christian music; the advertising market in the United States in general and in the Company's local radio markets in particular; the perceived attractiveness of Nashville, Tennessee and the Company's properties as a convention and tourist destination; the ability of the Company to successfully finance, develop and operate hotel properties in other markets; consumer tastes and preferences for the Company's programming and other entertainment offerings; competition; the impact of weather on construction schedules; the Company's ability to obtain long-term financing on acceptable terms; the ability of the Company to successfully complete the proposed divestitures described herein; and the Company's ability to attract and retain management personnel for its various operations.

In addition, investors are cautioned not to place undue reliance on forward-looking statements contained in this report because they speak only as of the date hereof. The Company undertakes no obligation to release

publicly any modifications or revisions to forward-looking statements contained in this report to reflect events or circumstances occurring after the date hereof or to reflect the occurrence of unanticipated events.

Readers are also referred to the Risk Factors included in the Management's Discussion and Analysis of Financial Condition and Results of Operations in the Company's Form 10-K for the twelve months ended December 31, 2000.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Based upon the Company's overall market risk exposures at June 30, 2001, the Company believes that the effects of changes in the stock price of Viacom, Inc. common stock, changes in fair value of derivatives and changes in interest rates on the Company's consolidated financial position, results of operations or cash flows could be material as further discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2000, filed with the Securities and Exchange Commission. However, the Company believes that fluctuations in foreign currency exchange rates on the Company's consolidated financial position, results of operations or cash flows will not be material.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Inapplicable

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS

Inapplicable

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Inapplicable

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The Company held its Annual Meeting of Stockholders on May 3, 2001 (the "Annual Meeting"). At the Annual Meeting, the stockholders of the Company voted to amend the Company's Restated Certificate of Incorporation to eliminate classes of directors and provide for annual election of all directors upon the expiration of each director's current term. A total of 28,539,881 votes were cast for such proposal, 14,535 votes were cast against such proposal, and 10,175 votes abstained with respect to such proposal. There were 1,616,583 broker nonvotes on such proposal.

The stockholders of the Company also voted to elect three directors whose terms expired at the Annual Meeting, Edward L. Gaylord, Joe M. Rodgers, and Craig L. Leipold, for one-year terms and until their successors are duly elected and qualified. The following table sets forth the number of votes cast for and withheld/abstained with respect to each of the nominees:

Nominee	For	Withheld/ Abstained
Edward L. Gaylord	29,567,109	614,065
Joe M. Rodgers	29,863,546	317,628
Craig L. Leipold	29,628,077	553,097

The third proposal submitted to the stockholders of the Company was the ratification of the appointment of Arthur Andersen LLP as the independent public accountants for the Company in 2001. A total of 29,829,968 votes were cast for such proposal, 347,809 votes were cast against such proposal, and 3,397 votes abstained with respect to such proposal. There were no broker nonvotes with respect to the proposal.

ITEM 5. OTHER INFORMATION

On April 23, 2001, the Company appointed Colin V. Reed as a director and its President and Chief Executive Officer and Michael D. Rose as a director and Chairman of the Board. Prior to joining the Company, Mr. Reed had served as a member of the three-executive office of the president of Harrah's Entertainment, Inc. since May 1999, executive vice president of Harrah's Entertainment from September 1995 to May 1999 and chief financial officer of Harrah's Entertainment since April 1997. Upon the resignation of the Company's Chief Financial Officer in July 2001, Mr. Reed also assumed the position of acting Chief Financial Officer. The Company presently is recruiting a Chief Financial Officer. Mr. Rose previously served as chairman of both Harrah's Entertainment and Promus Hotel Corporation, retiring as chairman of Harrah's Entertainment in December 1996 and as chairman of Promus in 1997.

Mr. Reed entered into an employment agreement with the Company and Mr. Rose entered into an agreement regarding his service as Chairman of the Company's Board of Directors. Mr. Reed's agreement provides for a four-year term as President and Chief Executive Officer of the Company, a base salary, incentive cash bonus compensation based upon the Company's attainment of prescribed performance targets, stock options vesting over four years, shares of restricted stock with restrictions being removed over four years, and other senior executive benefits. Mr. Rose's agreement provides for a two-year term as Chairman of the Board of Directors of the Company, remuneration for his services, stock options vesting over four years, and shares of restricted stock with restrictions being removed over four years. Each agreement also provides for the accelerated vesting of stock options and removal of limitations on restricted stock if the executive's employment is terminated in certain circumstances, including upon a change of control. In addition, if Edward L. Gaylord or his affiliates consummate a "going private" transaction, all of their stock options would vest and all restrictions would be removed from their restricted shares.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) See Index to Exhibits following the Signatures page.

(b) A Current Report on Form 8-K, dated April 24, 2001, reporting Regulation FD disclosure under Item 9 was filed with the Securities and Exchange Commission.

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 thereunto duly authorized.

GAYLORD ENTERTAINMENT COMPANY

Date: August 14, 2001

By: /s/ Colin V. Reed
Colin V. Reed
President, Chief Executive Officer, and acting Chief Financial Officer (Principal Executive and Financial Officer)

INDEX TO EXHIBITS

3.1	Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3 to the Registrant's Current Report on Form 8-K dated October 7, 1997).
3.2	Amendment to the Registrant's Restated Certificate of Incorporation, effective May 3, 2001.
10.1	Executive Employment Agreement dated as of April 23, 2001 between the Registrant and Colin V. Reed.
10.2	Agreement dated as of April 23, 2001 between the Registrant and Michael D. Rose.

EXHIBIT 3.2

GAYLORD ENTERTAINMENT COMPANY
AMENDMENT TO RESTATED CERTIFICATE OF INCORPORATION

Article VII of the Corporation's Restated Certificate of Incorporation is deleted and the following substituted in lieu thereof:

VII.

(A) Management by Board of Directors

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(B) Number; Election by Stockholders; Term; Vacancies; Removal; Rights of Holders of Preferred Stock.

(1) Number of Directors. The number of directors of the Corporation shall be not less than one nor more than fifteen, with the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the entire Board of Directors.

(2) Election by Stockholders; Term. Each director elected at the 2001 annual meeting of stockholders or at a later date shall hold office until the next annual meeting of stockholders after such election and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. The term of each director elected prior to the 2001 annual meeting of stockholders for a term ending on the date of a subsequent annual meeting of stockholders shall not be affected hereby and shall continue for the full term for which such director was elected and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

(3) Vacancies. Any vacancy on the Board of Directors, howsoever resulting, may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill such a vacancy shall hold office until the next annual meeting of stockholders and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

(4) Rights of Holders of Preferred Stock. Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Restated Certificate of Incorporation or the resolution or resolutions adopted by the Board of Directors pursuant to Article IV applicable thereto.

(5) Removal of Directors. Subject to the rights, if any, of the holders of shares of Preferred Stock then outstanding, any or all of the directors of the Corporation may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of a majority of votes represented by the outstanding shares of the Corporation then entitled to vote generally in the election of directors.

EXHIBIT 10.1

EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated as of April 23, 2001, by and between GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation having its corporate headquarters at One Gaylord Drive, Nashville, Tennessee 37214 ("the Company") and COLIN V. REED, a resident of Las Vegas, Clark County, Nevada ("Executive").

WITNESSETH:

WHEREAS, the Company desires to employ Executive as its President and Chief Executive Officer, and Executive desires to serve in such capacity pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. EMPLOYMENT; TERM; PLACE OF EMPLOYMENT. The Company hereby employs Executive, and Executive hereby accepts employment with the Company upon the terms and conditions contained in this Agreement. The term of Executive's employment hereunder shall commence on April 23, 2001 (the "Effective Date") and shall continue for a period of four (4) years from and after the Effective Date (the "Employment Period"). For purposes of this Agreement, a "Contract Year" shall mean a one year period commencing on the Effective Date or any anniversary thereof. Executive shall render services at the offices established by the Company in the greater Nashville metropolitan area; provided that Executive agrees to travel on temporary trips to such other places as may be required to perform Executive's duties hereunder.

2. DUTIES; TITLE.

(a) Description of Duties.

(i) During the Employment Period, Executive shall serve the Company as its President and Chief Executive Officer and report directly to the Board of Directors of Directors (the "Board of Directors"). Executive shall supervise the conduct of the business and affairs of the Company, its subsidiaries and respective divisions and perform such other duties as the Board of Directors shall determine.

(ii) Subject to approvals required by the Delaware Business Corporation Act and the Company's Certificate of Incorporation and Bylaws, Executive shall serve as a member of the Board of Directors.

(iii) Executive shall faithfully perform the duties required of his office. Subject to Section 2(b), Executive shall devote all of his business time and effort to the performance of his duties to the Company.

(b) Other Activities. Notwithstanding anything to the contrary contained in Section 2(a), Executive shall be permitted to engage in the following activities, provided that

such activities do not materially interfere or conflict with Executive's duties and responsibilities to the Company:

(i) Executive may serve on the governing boards of, or otherwise participate in, a reasonable number of trade associations and charitable organizations, whose purposes are not inconsistent with the activities and the image of the Company;

(ii) Executive may engage in a reasonable amount of charitable activities and community affairs; and

(iii) Subject to the prior approval of the Board of Directors, Executive may serve on the board of directors of one or more business corporations, provided also that they do not compete, directly or indirectly, with the Company.

(c) Other Policies. Executive shall be subject to and shall comply with all codes of conduct, personnel policies and procedures applicable to senior executives of the Company, including, without limitation, policies regarding sexual harassment, conflicts of interest and insider trading.

3. CASH COMPENSATION.

(a) Signing Bonus. The Company shall pay Executive a signing bonus in the amount of $500,000 (the "Signing Bonus"). The Signing Bonus shall be payable as follows: (i) an amount shall be paid to Executive on or before May 7, 2001 equal to $500,000 less the projected "applicable employee remuneration" as defined in Section 162(m)(4)o to be received by Executive during the calendar year ending December 31, 2001; and (ii) the remainder of the Signing Bonus (the "Deferred Signing Bonus") shall be a fully vested deferred obligation of the Company which shall be payable, together with investment earnings thereon, in accordance with Section 6 hereof. Payment of the Deferred Signing Bonus shall be facilitated by the Company contributing to the rabbi trust established pursuant to Section 6 (the "Rabbi Trust") an amount of cash equal to the Deferred Signing Bonus, as set forth in Section 6.

(b) Base Salary. During the initial Contract Year, the Company shall pay to Executive an annual salary of $650,000. Executive's annual salary shall be increased in each subsequent Contract Year by a percentage equal to the annual percentage increase, if any, generally granted to other senior executives, such percentage to be determined from time to time by the Compensation Committee of the Board of Directors (such annual salary, together with any increases under this subsection (b), being herein referred to as the "Base Salary").

(c) Annual Cash Bonus.

(i) 2001 Calendar Year Bonus. For the 2001 calendar year, Executive shall be entitled to receive a guaranteed cash bonus of $200,000.00 (the "Guaranteed Cash Bonus"). In addition to the Guaranteed Cash Bonus, Executive shall be entitled to receive a bonus of up to $200,000.00 which shall be determined in accordance with

- ---------- - - All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise specified.

the following procedures (the "Additional 2001 Bonus"). On or before June 30, 2001, Executive shall deliver to the Board of Directors a proposed budget for the Company for July 1, 2001 through December 31, 2001 (the "2001 Interim Period") for the Board's approval. Executive and the Board of Directors shall mutually establish performance target(s) for the Company for the 2001 Interim Period (which when so determined shall be attached as Exhibit A hereto) (the "2001 Bonus Target"). If the Company attains 85% of the 2001 Bonus Target (the "2001 Minimum Percentage"), Executive shall be entitled to receive a bonus of $170,000.00. Executive shall be entitled to receive an additional $2,000.00 for each percentage point increase over the 2001 Minimum Percentage up to the attainment by the Company of 100% of the Bonus Target. The Guaranteed Cash Bonus and the Additional 2001 Bonus shall be paid to Executive in a single lump sum on or before February 28, 2002.

(ii) 2002, 2003, 2004 and 2005 Calendar Year Bonus. For the 2002, 2003 and 2004 calendar years, and for the 2005 partial year, Executive shall be eligible for an annual cash bonus of up to 150% of the portion of Executive's Base Salary to be paid to him in each calendar year and shall be determined in accordance with the following procedures (the "Year-End Bonus"). Executive shall deliver to the Board of Directors a budget for the Company for each calendar year by January 15 of such calendar year. Executive and the Board of Directors shall mutually establish performance target(s) for the Company for such calendar year (which when so determined shall be attached as Exhibit A hereto) (the "Bonus Target"). If the Company attains 85% of the Bonus Target (the "Minimum Percentage"), Executive shall be entitled to receive a bonus of 50% of Base Salary. For each percentage point increase over the Minimum Percentage, Executive shall be entitled to receive an additional bonus of 3.3% of his Base Salary. For each percentage point increase over 100% of the Bonus Target up to a maximum of 150% of the Bonus Target, Executive shall be entitled to receive an additional bonus of 1.0% of his Base Salary. The Year End Bonus for each calendar year shall be paid to Executive on or before the end of February 28th of the immediately succeeding year.

(d) Withholding. The Base Salary, the Guaranteed Cash Bonus, the Additional 2001 Bonus, and each Year-End Bonus shall be subject to applicable withholding and shall be payable in accordance with the Company's payroll practices.

4. EQUITY COMPENSATION.

(a) Stock Option Grant. Subject to the vesting schedule provided herein, the Company hereby grants to Executive options to purchase 500,000 shares of common stock of the Company ("Company Common Stock") (the "Stock Options"). The Stock Options shall (i) be granted pursuant to the Company's 1997 Stock Option and Incentive Plan as may hereinafter be further amended (the "Omnibus Plan"); (ii) be subject to the terms of a stock option agreement between the Company and Executive in the form prescribed for Company executives generally and attached hereto as Exhibit B; (iii) vest in 125,000 share increments on the first through the fourth anniversaries of the Effective Date (each a "Vesting Date"); provided, however, Executive must be employed by the Company on each such anniversary date for such particular share increment to vest; (iv) be exercisable at the closing price of the Company Common Stock as reported in the Wall Street Journal for the trading day

immediately preceding the award of the option grant by the Board of Directors (which award shall precede the execution of this Agreement); and (v) have a term of ten years from the Effective Date (the "Stock Option Term"). If Executive remains employed by Company until the expiration of the Employment Period, he shall be entitled to exercise the Stock Options at any time prior to the expiration date of the Stock Option Term notwithstanding anything to the contrary contained in the Company's Omnibus Plan.

(b) Restricted Stock Grant. The Company shall deliver to the trustee of the Rabbi Trust 50,000 restricted shares of Company Common Stock (the "Restricted Stock Grant") to be held in a separate share known as "Account B." The restrictions on the Restricted Stock Grant shares shall terminate (i.e., the shares will become available for distribution to Executive) in 12,500 share increments on the first through the fourth anniversaries of the Effective Date; provided, however, Executive must be employed by the Company on each such anniversary date for the restrictions on the particular share increment to be terminated. The Restricted Stock Grant is hereby granted pursuant to the Company's Omnibus Plan as may hereafter be further amended, and shall otherwise be subject to the terms of a restricted stock grant agreement between the Company and Executive in the form prescribed for Company executives generally, which form is attached hereto as Exhibit C. If a restriction terminates as to a 12,500 share increment, the trustee of the Rabbi Trust shall deliver such shares to Executive unless Section 6 herein requires that the distribution be deferred. If distribution is deferred, the Restricted Stock Grant shall continue to be held in Account B of the Rabbi Trust, until distribution is made in accordance with Section 6(d) hereof. Nothing herein shall, however, prevent the trustee of the Rabbi Trust upon the direction of the Company, which shall be made only after consultation with Executive, from selling unrestricted shares held in Account B and reinvesting the proceeds in other investments selected by Company (in which event the benefit under this paragraph (b) shall be determined by reference to the value of such substituted assets). If Executive's employment is terminated for any reason, any of the Restricted Stock Grant held in the Rabbi Trust, the restrictions of which have not been eliminated, will be forfeited by Executive and delivered to the Company.

5. BENEFITS; EXPENSES; ETC.

(a) Custom Non-Qualified Mid-Career Supplemental Employee Retirement Plan. Executive shall be entitled to a nonqualified supplemental executive retirement benefit (the "SERP"). Company agrees to pay Executive a retirement benefit which will have a present value of $2,500,000.00 upon the expiration of four (4) years from the Effective Date (the "SERP Benefit"). The retirement benefit will accrue 25% for each complete year over a four (4) year period beginning with the Effective Date (the "SERP Vesting Period") to a present value amount after four (4) years of $2,500,000.00. Except as otherwise set forth in this Agreement, and subject to deferral pursuant to Section 6, the SERP Benefit shall be payable upon the fourth anniversary of the Effective Date.

(b) Expenses. During the Employment Period, the Company shall reimburse Executive, in accordance with the Company's policies and procedures, for all reasonable expenses incurred by Executive, including reimbursement for his reasonable first class travel expenses and, on up to two occasions per year, those of his spouse, in connection with the performance of his duties for the Company.

(c) Vehicle Allowance. During the Employment Period, Executive shall be entitled to receive from the Company a vehicle allowance of $1,050 per month, subject to future increases as may be granted to senior executives.

(d) Use of Company Aircraft. During the Employment Period and subject to availability, the Company shall make available a jet aircraft to Executive.

(e) Vacation. During the Employment Period, Executive shall be entitled to four (4) weeks vacation during each Contract Year.

(f) Executive Financial Counseling. During the Employment Period, the Company shall reimburse Executive for up to a maximum of $15,000 of financial counseling expenses per year, upon submission of documentation evidencing such expenses.

(g) Relocation Benefits. Executive will receive relocation benefits under the Company's relocation policy for top level executive officers. In addition, Executive shall receive a reasonable temporary housing allowance for up to 90 days, and reimbursement for all commissions paid in connection with the sale of Executive's principal residence pursuant to the relocation.

(h) Attorney's Fees. Executive shall be entitled to reimbursement for reasonable attorney's fees and expenses incurred by Executive in the review and negotiation of this Agreement, upon submission of documentation evidencing such fees and expenses.

(i) Company Plans. During the Employment Period, Executive shall be entitled to participate in and enjoy the benefits of (i) the Company Health Insurance Plan, (ii) the Company 401(k) Savings Plan, (iii) the Company Supplemental Deferred Compensation ("SUDCOMP") Plan, and (iv) any health, life, disability, retirement, pension, group insurance, or other similar plan or plans which may be in effect or instituted by the Company for the benefit of senior executives generally, upon such terms as may be therein provided. A summary of such benefits as in effect on the date hereof has been provided to Executive, the receipt of which is hereby acknowledged.

6. DEFERRAL OF EXCESSIVE EMPLOYEE REMUNERATION.

(a) Deferral of Current Compensation. During any period in which Executive is a "covered employee" within the meaning of Section 162(m)(3), any "applicable employee remuneration" otherwise payable to Executive in excess of the limit specified in Section 162(m)(1) or any successor provision of the Code (currently $1,000,000) shall not be currently paid, but shall be a deferred payment obligation of the Company governed by the provisions of this Section 6.

(b) Vesting of Deferred Compensation; Investment Earnings. All such deferred payment obligations shall be fully vested and shall be credited with investment earnings (or losses). The rate of investment earnings (or losses) of such deferred amounts shall be equal to the rate of investment earnings (or losses) of one or more mutual funds selected by the Company after consultation with Executive and identified to Executive as such, which mutual funds may be changed from time to time by the Company after consultation with Executive. While the Company shall make reasonable efforts to act prudently in the

selection of such mutual funds, taking into account Executive's investment preferences, the Company shall not be responsible for the investment performance of any such fund(s).

(c) Deposit to Rabbi Trust. In order to facilitate the payment of the Company's deferred payment obligation, at the time that the Company would otherwise make a payment to Executive but for the Code Section 162(m) limitations, the Company shall deposit an amount of cash equal to the amount which is being deferred, into "Account A" of a "rabbi trust" to be known as the Deferred Compensation Rabbi Trust (the "Rabbi Trust") to be established by the Company with an independent corporate trustee acceptable to the Company and Executive within thirty (30) days from the Effective Date. The Rabbi Trust shall satisfy the requirements of Section 7 hereof and shall be in substantially the form attached hereto as Exhibit E.

(d) Distribution of Deferred Amounts. Amounts deferred pursuant to this Section 6 and earnings thereon, shall be paid to Executive at the earliest time possible without being nondeductible by the Company under Code Section 162(m), but in all events not later than ten (10) days following the termination of Executive's employment with the Company (without regard to the reason of such termination), except that if the Company believes, based on the written opinion of counsel, that payment at such time will result in nondeductibility by the Company under Section 162(m), payment may, at the election of Company be further deferred but not beyond the end of the first full week following the calendar year in which the termination of employment occurs. Distributions from the Rabbi Trust shall to the extent feasible be made from Account A prior to any distributions from Account B.

7. RABBI TRUST. It is understood and agreed by the parties that (i) the Rabbi Trust shall remain subject to the claims of the Company's general creditors; (ii) any income tax payable with respect to the Rabbi Trust shall be the sole obligation and responsibility of the Company (and shall not reduce the assets in the Rabbi Trust so long as the Rabbi Trust remains a "grantor trust" for federal income tax purposes); and (iii) the establishment of the Rabbi Trust shall not relieve the Company of its liability to pay amounts due under this Agreement. The Rabbi Trust shall, however, relieve the Company of its liability to pay amounts due under this Agreement to the extent that payments are made in accordance with the terms of this Agreement and the Rabbi Trust.

8. TERMINATION. Executive's employment hereunder may be terminated prior to the expiration of the Employment Period as follows:

(a) Termination by Death. Upon the death of Executive ("Death"), Executive's employment shall automatically terminate as of the date of Death.

(b) Termination by Company for Permanent Disability. At the option of the Company, Executive's employment may be terminated by written notice to Executive or his personal representative in the event of the Permanent Disability of Executive. As used herein, the term "Permanent Disability" shall mean a physical or mental incapacity or disability which renders Executive unable substantially to render the services required hereunder for a period of ninety (90) consecutive days or one hundred eighty (180) days during any twelve (12) month period as determined in good faith by the Company.

(c) Termination by Company for Cause. At the option of the Company, Executive's employment may be terminated by written notice to Executive upon the occurrence of any one or more of the following events (each, a "Cause"):

(i) any action by Executive constituting fraud, self-dealing, embezzlement, or dishonesty in the course of his employment hereunder;

(ii) any conviction of Executive of a crime involving moral turpitude;

(iii) failure of Executive after reasonable notice promptly to comply with any valid and legal directive of the Board of Directors ;

(iv) a material breach by Executive of any of his obligations under this Agreement and failure to cure such breach within ten (10) days of his receipt of written notice thereof from the Company; or

(v) a failure by Executive to perform adequately his responsibilities under this Agreement as demonstrated by objective and verifiable evidence showing that the business operations under Executive's control have been materially harmed as a result of Executive's gross negligence or willful misconduct.

(d) Termination by Executive for Good Reason. At the option of Executive, Executive may terminate his employment by written notice to Company given within a reasonable time after the occurrence of the following circumstances ("Good Reason"), unless the Company cures the same within thirty (30) days of such notice:

(i) Any adverse change by Company in the Executive's position or title described in Section 2 hereof, whether or not any such change has been approved by a majority of the members of the Board;

(ii) The assignment to Executive, over his reasonable objection, of any duties materially inconsistent with his status as President and Chief Executive Officer or a substantial adverse alteration in the nature of his responsibilities;

(iii) A reduction by Company in his annual base salary of $650,000 as the same may be increased from time to time pursuant to Section 3(b) hereof;

(iv) Company's requiring Executive to be based anywhere other than the Company's headquarters in Nashville, Tennessee except for required travel on the Company's business;

(v) The failure by Company, without Executive's consent, to pay to him any portion of his current compensation, except pursuant to this Agreement or pursuant to a compensation deferral elected by Executive, or to pay to Executive any portion of an installment of deferred compensation under any deferred compensation program of Company within thirty days of the date such compensation is due;

(vi) Except as permitted by this Agreement, the failure by Company to continue in effect any compensation plan (or substitute or alternative plan) in which

Executive is entitled to participate which is material to Executive's total compensation, or the failure by the Company to continue Executive's participation therein on a basis that is materially as favorable both in terms of the amount of benefits provided and the level of Executive's participation relative to other participants at Executive's grade level; or

(vii) The failure by Company to continue to provide Executive with benefits substantially similar to those enjoyed by senior executives under the Company's pension and deferred compensation plans, and the life insurance, medical, health and accident, and disability plans in which Executive is entitled to participate, except as required by law, or the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive Executive of any material fringe benefit enjoyed by Executive, or the failure by the Company to provide Executive with the number of paid vacation days to which Executive is entitled; or

(viii) A material breach by the Company of any of its obligations under this Agreement.

(e) Termination by Company Without Cause. At the option of the Company Executive's employment may be terminated by written notice to Executive at any time ("Without Cause").

9. EFFECT OF TERMINATION.

(a) Effect Generally. If Executive's employment is terminated prior to the fourth anniversary of the Effective Date, the Company shall not have any liability or obligation to Executive other than as specifically set forth in Section 8, Section 9 and Section 10 hereof. Upon the termination of Executive's employment for any reason, he shall, upon the request of the Company, resign from the Board of Directors.

(b) Effect of Termination by Death. Upon the termination of Executive's employment as a result of Death, Executive's estate shall be entitled to receive an amount equal to: (i) accrued but unpaid Base Salary through the date of termination; (ii) a pro rata portion of Executive's Annual Bonus, if any, for the year in which termination occurs, (iii) any unpaid portion of the Signing Bonus or Annual Bonuses for prior calendar years, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 5(b), (c), (f), (g) or (h), and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company, excluding benefits payable pursuant to any plan beneficiary pursuant to a contractual beneficiary designation by Executive, (iv) a pro-rata portion of the SERP Benefit with the vested portion of the SERP Benefit equal to $2,500,000 multiplied by a fraction, the numerator of which is the total number of months (including any fractional month) during which Executive was employed hereunder, and the denominator of which is 48; (v) the portion of the Restricted Stock Grant that is free from restrictions as of the date of death and the acceleration and immediate release of all restrictions from all Restricted Stock Grants that are subject to restrictions as of the date of death, (vi) Executive's vested Stock Options as of the date of death, the vesting and exercise of which is governed by the Omnibus Plan; and (vii) all of Executive's Stock Options, which pursuant to the Omnibus

Plan are accelerated as of the termination date (date of death) and are exercisable until the expiration of the Stock Option Term.

(c) Effect of Termination for Permanent Disability. Upon the termination of Executive's employment hereunder as a result of Permanent Disability, Executive shall be entitled to receive an amount equal to: (i) accrued but unpaid Base Salary through the date of termination; (ii) a pro rata portion of Executive's Annual Bonus, if any, for the year in which termination occurs, (iii) any unpaid portion of the Signing Bonus or an Annual Bonus for prior calendar years, long-term disability benefits available to executives of the Company, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 5(b), (c), (f), (g) or (h), and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) a pro rata portion of the SERP Benefit with the vested portion of the SERP Benefit equal to $2,500,000 multiplied by a fraction, the numerator of which is the total number of months (including any fractional month) during which Executive was employed hereunder, and the denominator of which is 48; (v) the portion of the Restricted Stock Grant that is free from restrictions as of the termination date; (vi) Executive's vested Stock Options as of the date of termination, the vesting of which is governed by the Omnibus Plan; and (vii) all of Executive's Stock Options, which pursuant to the Omnibus Plan are accelerated as of the termination date and are exercisable until the expiration of the Stock Option Term. Payments to Executive hereunder shall be reduced by any payments received by Executive under any worker's compensation or similar law.

(d) Effect of Termination by the Company for Cause or by Executive Without Good Reason. Upon the termination of Executive's employment by the Company for Cause or by Executive for any reason other than Good Reason, Executive shall be entitled to receive an amount equal to: (i) accrued but unpaid Base Salary through the date of termination, (ii) any unpaid Annual Bonus for prior calendar years, accrued but unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 5(b), (c), (f), (g) or (h), and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iii) to the extent Executive's termination occurs after the expiration of one (1) year from the Effective Date, any unpaid portion of the Signing Bonus and (iv) the portion of the Restricted Stock Grant that is free from restrictions as of the termination date. All Stock Options, to the extent not theretofore exercised, shall terminate on the date of termination of employment under this Section 9(d). Executive shall also forfeit any vested or unvested SERP Benefit and any right to an Annual Bonus for the calendar year in which Executive's termination occurs. In addition, if such termination occurs within one (1) year after the Effective Date, Executive will forfeit any unpaid portion of his Signing Bonus and must repay to the Company any portion of the Signing Bonus paid to Executive. To satisfy Executive's obligation to repay the Signing Bonus, the Company shall be entitled to offset any amounts owed to Executive pursuant to this subparagraph.

(e) Effect of Termination by the Company Without Cause or by Executive for Good Reason. Upon the termination of Executive's employment hereunder by the Company Without Cause or by Executive for Good Reason, Executive shall be entitled to: (i) the payment of two times Executive's Base Salary for the year in which such termination shall occur; (ii) payment of two times Executive's Annual Bonus for the preceding year, (iii) any unpaid portion of the Signing Bonus or any Annual Bonus for prior calendar years, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 5(b), (c) (f), (g) or (h), and any other benefits owed to Executive pursuant to any written employee benefit

plan or policy of the Company; (iv) any vested portion of the SERP Benefit and the acceleration and immediate vesting of up to 1/2 of the SERP Benefit ($1,250,000.00); (v) the portion of the Restricted Stock Grant that is free from restrictions as of the date of termination and the acceleration and immediate release of all restrictions from up to 25,000 shares of the Restricted Stock Grant that are subject to restrictions as of the date of termination, and (vi) the vested portion of Executive's Stock Options, and the acceleration and immediate vesting of up to 250,000 of Executive's unvested Stock Options. Executive shall have two (2) years from the date of such termination Without Cause or by Executive for Good Reason to exercise all vested Stock Options.

10. CHANGE OF CONTROL.

(a) Definition. A "Change of Control" shall be deemed to have taken place if:

(i) any person or entity, including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, other than the Company, a wholly-owned subsidiary thereof, Edward L. Gaylord or any member of his immediate family or any trusts or other entities controlled by Edward L. Gaylord or any member of his immediate family, or any employee benefit plan of the Company or any of its subsidiaries becomes the beneficial owner of Company securities having 50% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of directors of the Company (other than as a result of the issuance of securities initiated by the Company in the ordinary course of business);

(ii) any person or entity, including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, becomes the beneficial owner of Company securities having greater voting power than the Company securities held by Edward L. Gaylord, any member of his immediate family, and any trusts or other entities controlled by Edward L. Gaylord or any member of his immediate family.

(iii) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets or contested election, or any combination of the foregoing transactions, the holders of all the Company's securities entitled to vote generally in the election of directors of the Company immediately prior to such transaction constitute, following such transaction, less than a majority of the combined voting power of the then-outstanding securities of the Company or any successor corporation or entity entitled to vote generally in the election of the directors of the Company or such other corporation or entity after such transactions; or

(iv) the Company sells all or substantially all of the assets of the Company.

(b) Effect of Change of Control. In the event that within one (1) year following a Change of Control, the Company terminates Executive Without Cause or Executive terminates employment for Good Reason, Executive shall be entitled to: (i) the payment of two times Executive's Base Salary for the year in which such termination shall occur; (ii) the payment of two times Executive's Annual Bonus for the preceding year; (iii) any unpaid

portion of the Signing Bonus or any Annual Bonus for prior calendar years, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 5(b), (c) (f), (g) or (h), and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) any vested portion of the SERP Benefit and the immediate vesting of any unvested portion of the SERP Benefit; (v) the portion of the Restricted Stock Grant that is free from restrictions as of the date of termination and the acceleration and immediate release of all restrictions from all Restricted Stock Grants that are subject to restrictions as of the date of termination; and (vi) the vested portion of Executive's Stock Options and the acceleration and immediate vesting of any unvested portion of Executive's Stock Options. Executive shall have two (2) years from the date of such termination to exercise all vested Stock Options.

(c) Going Private Transaction. Notwithstanding the foregoing, if Edward L. Gaylord or any member of his immediate family or any trusts or other entities controlled by Edward L. Gaylord or any member of his immediate family initiates any Rule 13e-3 transaction, as that term is defined in Rule 13e-3 promulgated under the Securities Exchange Act of 1934 (the "Rule 13e-3 Transaction"), and all conditions precedent to the Company's obligation to consummate the Rule 13e-3 Transaction shall have been satisfied, all unvested Stock Options shall vest and all restrictions shall be removed from the Restricted Stock Grant shares. Provided, however, that if the Rule 13e-3 Transaction is not thereafter consummated, the acceleration of Stock Option vesting and removal of Restricted Stock Grant restrictions shall be deemed to be null and void.

11. EXCISE TAX REIMBURSEMENT. In connection with or arising out of a Change in Control of the Company, in the event Executive shall be subject to the tax imposed by Section 4999 of the Code (the "Excise Tax") in respect of any payment or distribution by the Company or any other person or entity to or for Executive's benefit, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, or whether prior to or following any termination of Executive other than Termination for Cause or By Executive without Good Reason (a "Payment"), the Company shall pay to Executive an additional amount. The additional amount (the "Gross-Up Payment") shall be equal to the Excise Tax, together with any federal, state and local income tax, employment tax and any other taxes associated with this payment such that Executive incurs no out-of-pocket expenses associated with the Excise Tax. Provided, however, nothing in this Section shall obligate the Company to pay Executive for any federal, state or local income taxes imposed upon Executive by virtue of a Payment. For purposes of determining whether any of the Payments will be subject to the Excise Tax and the amount of such Excise Tax the following will apply:

(a) Determination of Parachute Payments. Any payments or benefits received or to be received by Executive in connection with a Change in Control of the Company or his termination of employment other than by the Company for Cause or by Executive Without Good Reason shall be treated as "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and all "excess parachute payments" within the meaning of Section 280G(b)(1) shall be treated as subject to the Excise Tax, unless in the opinion of tax counsel selected by the Company's independent auditors and acceptable to Executive such other payments or benefits (in whole or in part) do not constitute parachute payments, or such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered within the meaning of Section 280G(b)(3) of the Code, or are otherwise not subject to the Excise Tax; and

(b) Valuation of Benefits and Determination of Tax Rates. The value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with proposed, temporary or final regulations under Section 280G(d)(3) and (4) of the Code or, in the absence of such regulations, in accordance with the principles of Section 280G(d)(3) and (4) of the Code. For purposes of determining the amount of the Gross-Up Payment, Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of Executive's residence on the date of termination of his employment, net of the applicable reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) Repayment of Gross-Up by Executive and Possible Additional Gross-Up by Company. In the event that the amount of Excise Tax attributable to Payments is subsequently determined to be less than the amount taken into account hereunder at the time of termination of Executive's employment, he shall repay to the Company at the time that the amount of such reduction in Excise Tax is finally determined the portion of the Gross-Up Payment attributable to such reduction (including the portion of the Gross-Up Payment attributable to the Excise Tax, employment tax and federal (and state and local) income tax imposed on the Gross-Up Payment being repaid by Executive if such repayment results in a reduction in Excise Tax and/or a federal (and state and local) income tax deduction) plus interest on the amount of such repayment at the rate provided in section 1274(b)(2)(B) of the Code. In the event that the Excise Tax attributable to Payments is determined to exceed the amount taken into account hereunder at the time of the termination of Executive's employment (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional gross-up payment in respect of such excess (plus any interest and/or penalties payable by Executive with respect to such excess) at the time that the amount of such excess is finally determined.

12. EXECUTIVE COVENANTS.

(a) General. Executive and the Company understand and agree that the purpose of the provisions of this Section 12 is to protect legitimate business interests of the Company, as more fully described below, and is not intended to impair or infringe upon Executive's right to work, earn a living, or acquire and possess property from the fruits of his labor. Executive hereby acknowledges that the post-employment restrictions set forth in this Section 12 are reasonable and that they do not, and will not, unduly impair his ability to earn a living after the termination of his employment with the Company. Therefore, subject to the limitations of reasonableness imposed by law upon restrictions set forth herein, Executive shall be subject to the restrictions set forth in this Section 12.

(b) Definitions. The following capitalized terms used in this Section 12 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms: "Confidential Information" means any confidential or proprietary information possessed by the Company without limitation, any confidential "know-how," customer lists, details of client and consultant contracts, current and anticipated customer requirements, pricing policies, price lists, market studies, business plans,

operational methods, marketing plans or strategies, product development techniques or plans, computer software programs (including object code and source code), data and documentation, data base technologies, systems, structures and architectures, inventions and ideas, past, current and planned research and development, compilations, devices, methods, techniques, processes, financial information and data, business acquisition plans, new personnel acquisition plans and any other information that would constitute a trade secret under the common law or statutory law of the State of Tennessee.

"Person" means any individual or any corporation, partnership, joint venture, association or other entity or enterprise.

"Protected Employees" means employees of the Company or its affiliated companies who are employed by the Company or its affiliated companies at any time within six (6) months prior to the date of termination of Executive for any reason whatsoever or any earlier date (during the Restricted Period) of an alleged breach of the Restrictive Covenants by Executive.

"Restricted Period" means the period of Executive's employment by the Company plus a period extending two (2) years from the date of termination of employment; provided, however, the Restricted Period shall be extended for a period equal to the time during which Executive is in breach of his obligations to the Company under this Section 12.

"Restrictive Covenants" means the restrictive covenants contained in Section 12(c) hereof:

(c) Restrictive Covenants.

(i) Restriction on Disclosure and Use of Confidential Information. Executive understands and agrees that the Confidential Information constitutes a valuable asset of the Company and its affiliated entities, and may not be converted to Executive's own use or converted by Executive for the use of any other Person. Accordingly, Executive hereby agrees that Executive shall not, directly or indirectly, at any time during the Restricted Period or thereafter, reveal, divulge or disclose to any Person not expressly authorized by the Company any Confidential Information, and Executive shall not, at any time during the Restricted Period or thereafter, directly or indirectly, use or make use of any Confidential Information in connection with any business activity other than that of the Company. The parties acknowledge and agree that this Agreement is not intended to, and does not, alter either the Company's rights or Executive's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices,

(ii) Non-solicitation of Protected Employees. Executive understands and agrees that the relationship between the Company and each of its Protected Employees constitutes a valuable asset of the Company and may not be converted to Executive's own use or converted by Executive for the use of any other Person. Accordingly, Executive hereby agrees that during the Restricted Period Executive shall not directly or indirectly on Executive's own behalf or on behalf of any Person

solicit any Protected Employee to terminate his or her employment with the Company.

(iii) Non-interference with Company Opportunities. Executive understands and agrees that all business opportunities with which he is involved during his employment with the Company constitute valuable assets of the Company and its affiliated entities, and may not be converted to Executive's own use or converted by Executive for the use of any other Person. Accordingly, Executive hereby agrees that during the Restricted Period or thereafter, Executive shall not directly or indirectly on Executive's own behalf or on behalf of any Person, interfere with, solicit, pursue, or in any way make use of any such business opportunities.

(d) Exceptions from Disclosure Restrictions. Anything herein to the contrary notwithstanding, Executive shall not be restricted from disclosing or using Confidential Information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Executive or his agent; (ii) becomes available to Executive in a manner that is not in contravention of applicable law from a source (other than the Company or its affiliated entities or one of its or their officers, employees, agents or representatives) that is not known by Executive, after reasonable investigation, to be bound by a confidential relationship with the Company or its affiliated entities or by a confidentiality or other similar agreement; or (iii) is required to be disclosed by law, court order or other legal process; provided, however, that in the event disclosure is required by law, court order or legal process, Executive shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Executive.

(e) Enforcement of the Restrictive Covenants.

(i) Rights and Remedies upon Breach. In the event Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company shall have the right and remedy to enjoin, preliminarily and permanently, Executive from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company. The rights referred to herein shall be independent of any others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity.

(ii) Severability of Covenant. Executive acknowledges and agrees that the Restrictive Covenants are reasonable and valid in all respects. If any court determines that any Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

13. COOPERATION IN FUTURE MATTERS. Executive hereby agrees that, for a period of three (3) years following the date of his termination, he shall cooperate with the Company's reasonable requests relating to matters that pertain to Executive's employment by the Company, including, without limitation, providing information of limited consultation as to such matters, participating in legal proceedings, investigations or audits on behalf of the Company, or otherwise making himself reasonably available to the Company for other related purposes. Any such cooperation shall be performed at times scheduled taking into consideration Executive's other commitments, and Executive shall be compensated at a reasonable hourly or per diem rate to be agreed by the parties to the extent such cooperation is required on more than an occasional and limited basis. Executive shall also be reimbursed for all reasonable out of pocket expenses. Executive shall not be required to perform such cooperation to the extent it conflicts with any requirements of exclusivity of service for another employer or otherwise, nor in any manner that in the good faith belief of Executive would conflict with his rights under or ability to enforce this Agreement.

14. INDEMNIFICATION. The Company shall indemnify Executive and hold him harmless from and against any and all costs, expenses, losses, claims, damages, obligations or liabilities (including actual attorneys fees and expenses) arising out of any acts or failures to act by the Company, its directors, employees or agents that occurred prior to the Effective Date, or arising out of or relating to any acts, or omissions to act, made by Executive on behalf of or in the course of performing services for the Company to the fullest extent permitted by the Bylaws of the Company, or, if greater, as permitted by applicable law, as the same shall be in effect from time to time. If any claim, action, suit or proceeding is brought, or any claim relating thereto is made, against Executive with respect to which indemnity may be sought against the Company pursuant to this Section, Executive shall notify the Company in writing thereof, and the Company shall have the right to participate in, and to the extent that it shall wish, in its discretion, assume and control the defense thereof, with counsel satisfactory to Executive.

15. EXECUTIVE'S REPRESENTATIONS AND WARRANTIES. Executive represents and warrants that he is free to enter into this Agreement and, as of the Effective Date, that he is not subject to any conflicting obligation or any disability which shall prevent or hinder Executive's execution of this Agreement or the performance of his obligations hereunder; that no lawsuits or claims are pending or, to Executive's knowledge, threatened against Executive; and that he has never been subject to bankruptcy, insolvency, or similar proceedings, has never been convicted of a felony or a crime involving moral turpitude, and has never been subject to an investigation or proceeding by or before the Securities and Exchange Commission or any state securities commission. The Company shall have the authority to conduct an independent investigation into the background of Executive and Executive agrees to fully cooperate in any such investigation. The Company shall notify Executive if it intends to conduct such an investigation.

16. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered mail, return receipt requested, or by commercial courier or delivery service, or by facsimile or electronic mail, addressed to the parties at the addresses set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid):

(a) if to the Company, to:

Gaylord Entertainment Company
One Gaylord Drive
Nashville, Tennessee 37214
Attention: Rod Connor
Facsimile Number: (615) 316-6312
E-Mail: rconnor@gaylordentertainment.com

With a copy to:

Thomas J. Sherrard, Esq.
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219
Facsimile Number: (615) 742-4539
E-Mail: TSherrard@sherrardroe.com

(b) if to Executive, to:

Colin V. Reed
c/o Gaylord Entertainment Company
One Gaylord Drive
Nashville, TN 37214

With a copy to:

Ralph B. Lake, Esq.
Burch, Porter & Johnson PLLC
130 N Court Avenue
Court Square Office
Memphis, TN 38103-2217
Facsimile Number: (901) 524-5024
E-Mail: Rlake@bpjlaw.com

and/or to such other persons and addresses as any party shall have specified in writing to the other by notice as aforesaid.

17. MISCELLANEOUS.

(a) Entire Agreement. This writing and the Exhibits hereto constitute the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement signed by all of the parties hereto. Nothing contained in this Agreement shall be construed to impose any obligation on the Company to renew this Agreement and neither the continuation of employment nor any other conduct shall be deemed to imply a continuing obligation upon the expiration of this Agreement.

(b) Assignment; Binding Effect. This Agreement shall not be assignable by Executive, but it shall be binding upon, and shall inure to the benefit of, his heirs, executors, administrators, and legal representatives. This Agreement shall be binding upon the Company and inure to the benefit of the Company and its respective successors and permitted assigns. This Agreement may only be assigned by the Company to an entity controlling, controlled by, or under common control with the Company; provided, however, that no such assignment shall relieve the Company of any of its obligations hereunder.

(c) Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

(d) Enforceability. Subject to the terms of Section 12(e) hereof, if any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein, unless the invalidity or unenforceability of such provision substantially impairs the benefits of the remaining portions of this Agreement.

(e) Headings. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of the sections.

(f) Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall be deemed one original.

(g) Confidentiality of Agreement. The parties agree that the terms of this Agreement as they relate to compensation, benefits, and termination shall, unless otherwise required by law (including, in the Company's reasonable judgment, as required by federal and state securities laws), be kept confidential; provided, however, that any party hereto shall be permitted to disclose this Agreement or the terms hereof with any of its legal, accounting, or financial advisors provided that such party ensures that the recipient shall comply with the provisions of this Section 17(g).

(h) Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of Tennessee and for all purposes shall be construed and enforced in accordance with the internal laws of said state.

(i) No Third Party Beneficiary. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(j) Arbitration. Any controversy or claim between or among the parties hereto, including but not limited to those arising out of or relating to this Agreement or any related agreements or instruments, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the law of the state of Tennessee), the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date hereof, and the provisions set forth below. In the event of any inconsistency, the provisions herein shall control. Judgment upon

any arbitration award may be entered in any court having jurisdiction. Any party to the Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action; provided, however, that all arbitration proceedings shall take place in Nashville, Tennessee. The arbitration body shall set forth its findings of fact and conclusions of law with citations to the evidence presented and the applicable law, and shall render an award based thereon. In making its determinations and award(s), the arbitration body shall base its award on applicable law and precedent, and shall not entertain arguments regarding punitive damages, nor shall the arbitration body award punitive damages to any person. Each party shall bear its own costs and expenses.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GAYLORD ENTERTAINMENT COMPANY

By: /s/ E. K. Gaylord II

E. K. Gaylord II, Chairman
Board of Directors

EXECUTIVE:

/s/ Colin V. Reed

Colin V. Reed

EXHIBIT A

Bonus Plan Targets

EXHIBIT B

STOCK OPTION AGREEMENT

GAYLORD ENTERTAINMENT COMPANY
1997 OMNIBUS STOCK OPTION AND INCENTIVE PLAN

This STOCK OPTION AGREEMENT (the "Agreement") is by and between Gaylord Entertainment Company, a Delaware corporation (the "Company"), and Colin V. Reed (the "Grantee"), under the Company's 1997 Omnibus Stock Option and Incentive Plan, as amended (the "Plan").

Pursuant to the terms of that certain Executive Employment Agreement, dated as of April 23, 2001, between the Company and Grantee (the "Employment Agreement"), in order to provide an incentive to the Grantee to exert his utmost efforts on behalf of the Company, the Grantee has been awarded a nonqualified stock option (the "Option") to purchase certain shares of Common Stock of the Company, par value $.01 per share ("Common Stock"), on the terms and conditions set forth in the Plan and this Agreement.

SECTION 1. THE OPTION GRANT. The Grantee is hereby granted a Nonqualified Stock Option to purchase 500,000 shares of Common Stock of the Company at a purchase price of $25.25 per share. Said Nonqualified Stock Option is subject to the terms set forth below.

SECTION 2. EXERCISE OF OPTION RIGHTS.

2.1 Times When the Option Can Be Exercised. The Option shall vest and become exercisable pursuant to the terms of the Employment Agreement.

2.2 Term of Option. The term during which the Option may be exercised shall terminate on April 22, 2011 subject to earlier termination as provided for in Section 3 of this Agreement or in the Employment Agreement (the "Option Term").

2.3 Notice of Exercise. If the Grantee wishes to exercise his rights hereunder, the Grantee must give notice of exercise to the Company at the Company's principal office. The Grantee must give the notice in writing in form satisfactory to the Compensation Committee of the Board of Directors of the Company (the "Committee"). The Grantee must include with the notice full payment for any shares being purchased under the Option (unless, in accordance with the Plan, the Committee shall have provided otherwise), and any taxes due under Section 2.4.2 hereof.

2.4 Payment.

2.4.1 Payment for any Common Stock being purchased under the Option must be made in cash, by certified or bank check, or by delivering to the Company Common Stock of the Company which the Grantee already owns. If the Grantee pays by delivering Common Stock of the Company, the Grantee must include with the notice of exercise the certificates for the Common Stock duly endorsed for transfer. The Company will value the Common Stock delivered by the Grantee at its Fair Market Value as of the date of receipt as set forth in the Plan and, if the value of

the Common Stock delivered by the Grantee exceeds the amount required under this Section 2.4.1, will return to the Grantee cash in an amount equal to the value, so determined, of any fractional portion of a share of Common Stock exceeding the amount required and will issue a certificate for any whole share of Common Stock exceeding the amount required.

2.4.2 The Grantee cannot buy any Common Stock under the Option unless, at the time the Grantee gives notice of exercise to the Company, the Grantee includes with such notice payment in cash, by certified or bank check, of all local, state, or federal withholding taxes due, if any, on account of buying Common Stock under the Option or gives other assurance to the Company satisfactory to the Committee of the payment of those withholding taxes.

2.5 Transfer.

2.5.1 The Company shall deliver certificates for Common Stock bought under the Option as soon as practicable after receiving payment for the Common Stock and for any taxes under Section 2.4.2 hereof, and all documents required under the Plan and this Agreement. The certificates will be made out in the name of the Grantee.

2.5.2 If the Plan or any law, regulation, or interpretation requires the Company to take any action regarding the Common Stock before the Company issues certificates for the Common Stock being purchased, the Company may delay delivering the certificates for the Common Stock for the period necessary to take that action.

SECTION 3. TERMINATION.

3.1 Generally. Except as otherwise provided in the Employment Agreement, this Agreement and the Plan, the Option may not be exercised unless the Grantee is then in the service or employ of the Company or a Parent or Subsidiary (collectively for purposes of this Agreement, the "Company"), and unless the Grantee has remained continuously so employed since the date of grant of the Option. Unless otherwise set forth in the Employment Agreement or determined by the Committee at or after the date of grant, in the event that the employment of the Grantee terminates, any portion of the Option that is exercisable at the time of such termination may be exercised by Grantee for a period of 90 days from the date of such termination or until the expiration of the stated term of the Option, whichever period is shorter. Provided, however, if Grantee remains employed by Company until the expiration of the Employment Period, Grantee shall have until the expiration of the Option Term to exercise the Options.

3.2 Death or Disability. If the Grantee dies while employed by the Company (or within the period of extended exercisability provided herein), or if the Grantee's employment terminates by reason of Disability, the Option will become fully vested and exercisable (notwithstanding the provisions of Section 2.1 hereof), and may be exercised by the Grantee, by the legal representative of the Grantee's estate, or by the legatee under the Grantee's will at any time until the expiration of the term of the Option provided in Section 2.2 hereof.

3.3 Retirement. If the Grantee's employment terminates by reason of Retirement, any portion of the Option may be exercised by Grantee, to the extent such portion was exercisable at the time of such Retirement or on such accelerated basis as the Committee may determine at or after the date of grant (but before the date of such Retirement) at any time until the expiration of the term of the Option provided in Section 2.2 hereof.

3.4 Cause or by Grantee Without Good Reason. If the Grantee's employment is terminated by the Company for Cause or by Grantee Without Good Reason, as determined by the Committee in its sole discretion, the Option, to the extent not theretofore exercised, shall terminate on the date of such termination.

3.5 Committee Discretion. Notwithstanding the provisions of subsections 3.1 through 3.4 above, but subject to the provisions of Section 4 below, the Committee may, in its sole discretion, at or after the date of grant (but before the date of termination), establish different terms and conditions pertaining to the effect on any Option of termination of Grantee's employment, to the extent permitted by applicable federal and state law.

SECTION 4. GOVERNING PROVISIONS. This Agreement is made under and subject to the provisions of the Plan, and all of the provisions of the Plan are also provisions of this Agreement. Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Plan. If there is a difference or conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan will govern. If there is a difference or conflict between the provisions of this Agreement and/or the provisions of the Plan and the provisions of the Employment Agreement, the provisions of the Employment Agreement will govern. By signing this Agreement, the Grantee confirms that he has received a copy of the Plan.

SECTION 5. MISCELLANEOUS.

5.1 Entire Agreement. This Agreement, the Employment Agreement and the Plan contain all of the understandings between the Company and Grantee concerning the Option and include any earlier negotiations and understandings. The Company and Grantee have made no promises, agreements, conditions, or understandings relating to the Option, either orally or in writing, that are not included in this Agreement, the Employment Agreement or the Plan.

5.2 Employment. None of the provisions of this Agreement or the Plan will interfere with or limit the right of the Company to end the Grantee's employment pursuant to the terms of the Employment Agreement.

5.3 Captions. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

5.4 Counterparts. This Agreement may be executed in counterparts, each of which when signed by the Company and the Grantee will be deemed an original and all of which together will be deemed the same agreement.

5.5 Notice. Any notice or communication having to do with this Agreement must be given by personal delivery or by certified mail, return receipt requested, addressed, if to the Company or the Committee, to the principal office of the Company and, if to Grantee, to the Grantee's last known address on the personnel records of the Company.

5.6 Amendment. This Agreement may be amended by the Company, provided that unless the Grantee consents in writing, the Company cannot amend this Agreement if the amendment

will materially change or impair the Grantee's rights under this Agreement and such change is not to the Grantee's benefit.

5.7 Succession and Transfer. Each and all of the provisions of this Agreement are binding upon and inure to the benefit of the Company and the Grantee and their heirs, successors and assigns; however, neither the Option nor this Agreement is transferable, without the prior written consent of the Committee, other than (i) by will or by the laws of descent and distribution, (ii) by the Grantee to a member of his Immediate Family, or (iii) to a trust for the benefit of the Grantee or a member of his Immediate Family.

5.8 Governing Law. This Agreement shall be governed and construed exclusively in accordance with the law of the State of Delaware applicable to agreements to be performed in the State of Delaware to the extent it may apply.

The Company and the Grantee have caused this Agreement to be signed and delivered as of the __ day of _____, 2001.

GAYLORD ENTERTAINMENT COMPANY

By:

- ----------

Colin V. Reed

Rod Connor, Senior Vice President and Chief Administrative Officer

EXHIBIT C

RESTRICTED STOCK AGREEMENT

GAYLORD ENTERTAINMENT COMPANY
1997 OMNIBUS STOCK OPTION AND INCENTIVE PLAN

This RESTRICTED STOCK AGREEMENT (the "Agreement") is by and between Gaylord Entertainment Company, a Delaware corporation (the "Company"), and Colin V. Reed, (the "Grantee"), pursuant to the Company's 1997 Omnibus Stock Option and Incentive Plan (the "Plan").

SECTION 1. RESTRICTED STOCK AWARD. Effective April 23, 2001 the Grantee is hereby awarded the right to receive 50,000 shares (the "Restricted Stock") of the Company's Common Stock, Par Value $ .01 per share (the "Common Stock"), subject to the terms and conditions of this Agreement and the Plan.

SECTION 2. VESTING OF THE AWARD. The Grantee shall become vested in the number of shares of Restricted Stock as provided in the Executive's Employment Agreement between the Company and Grantee dated as of April 23, 2001, (the "Employment Agreement") (such number of shares referred to herein as the "Vested Stock") on the corresponding date set forth in the Employment Agreement (such date referred to herein as the "Vested Date"); provided that, as of the Vested Date, there has been no prior termination of Grantee's employment that, under the terms of the Employment Agreement, would preclude vesting of all or any part of the Restricted Stock.

SECTION 3. DISTRIBUTION OF VESTED STOCK. Subject to the terms of the Employment Agreement, shares of Vested Stock will be distributed to the Grantee as soon as practicable after the Vested Date.

SECTION 4. VOTING RIGHTS AND DIVIDENDS. Prior to the vesting of the Restricted Stock, certificates representing shares of the Restricted Stock will bear an appropriate legend in accordance with Section 10(b) of the Plan and will be held by the trustee of the Rabbi Trust as provided in the Employment Agreement. The trustee of the Rabbi Trust shall be entitled to vote the Restricted Stock and receive dividends thereon. No voting or dividend rights shall inure to the Grantee with respect to unvested shares of Restricted Stock following a termination pursuant to the terms of the Employment Agreement.

SECTION 5. GOVERNING PROVISIONS. This Agreement is made under and subject to the provisions of the Plan, and all of the provisions of the Plan are also provisions of this Agreement. Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Plan. If there is a difference or conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan will govern. If there is a difference or conflict between the provisions of this Agreement and/or the provisions of the Plan and the provisions of the Employment Agreement, the provisions of the Employment Agreement will govern. By signing this Agreement, the Grantee confirms that he has received a copy of the Plan.

SECTION 6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement, the Employment Agreement, and the Plan contain the entire understanding and agreement between the Company and the Grantee concerning the Restricted Stock granted hereby and supersede any prior or contemporaneous negotiations and understandings. The Company and the Grantee have made no promises, agreements, conditions, or understandings relating to the Restricted Stock, either orally or in writing, that are not included in this Agreement, the Plan, or the Employment Agreement.

6.2 Employment. None of the provisions of this Agreement or the Plan will interfere with or limit the right of the Company to terminate the Grantee's employment pursuant to the terms of the Employment Agreement.

6.3 Captions. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which when signed by the Company and the Grantee will be deemed an original and all of which together will be deemed the same agreement.

6.5 Notice. Any notice or communication having to do with this Agreement must be given by personal delivery or by certified mail, return receipt requested, addressed, if to the Company, to the principal office of the Company and, if to the Grantee, to the Grantee's last known address on the personnel records of the Company.

6.6 Amendment. This Agreement may be amended by the Company, provided that unless the Grantee consents in writing, the Company cannot amend this Agreement if the amendment will materially change or impair the Grantee's rights under this Agreement and such change is not to the Grantee's benefit. Nevertheless, the Committee shall have the authority to cancel all or any portion of any outstanding restrictions prior to the Vested Date with respect to any or all of the shares of the Restricted Stock awarded on such terms and conditions as the Committee shall deem appropriate.

6.7 Succession and Transfer. Each and all of the provisions of this Agreement are binding upon and inure to the benefit of the Company and the Grantee and their heirs, successors, and assigns. However, neither the Restricted Stock nor this Agreement is transferable prior to the Vested Date other than by will or by the laws of descent and distribution.

6.8 Governing Law. This Agreement shall be governed and construed exclusively in accordance with the law of the State of Delaware applicable to agreements to be performed in the State of Delaware to the extent it may apply.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement to be effective as of _____, 2001.

GRANTEE:

- ----------
Colin V. Reed

GAYLORD ENTERTAINMENT COMPANY

By:

Rod Connor, Senior Vice President and
Chief Administrative Officer

EXHIBIT D

DEFERRED COMPENSATION RABBI TRUST
FOR THE BENEFIT OF COLIN V. REED

This Agreement made as of this 23rd day of April, 2001, by and between GAYLORD ENTERTAINMENT COMPANY (the "Company") and SunTrust Bank, Nashville, N.A. (Trustee);

WHEREAS, Colin V. Reed ("Executive") is employed as President and Chief Executive Officer of Company; and

WHEREAS, Company and Executive have entered into that certain Executive Employment Agreement (the "Employment Agreement") dated as of April 23, 2001, wherein Company has obligated itself to make certain deferred compensation payments to Executive; and

WHEREAS, all capitalized terms not defined herein shall have the same meaning given to those terms in the Employment Agreement; and

WHEREAS, Company in accordance with the Employment Agreement, desires to establish a trust (hereinafter called "Trust") and to contribute to the Trust assets that shall be held therein, invested and reinvested as the case may be, subject to the claims of Company's creditors in the event of Company's Insolvency, as herein defined, until paid to Executive or his beneficiaries in such manner and at such times as specified in the Employment Agreement or under certain limited circumstances returned to Company; and

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement maintained for the purpose of providing deferred compensation for a member of a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974;

WHEREAS, it is the intention of Company to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Employment Agreement;

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

SECTION 1. ESTABLISHMENT OF TRUST; SEPARATE SHARES.

(a) Account A. Company has deposited with Trustee, an amount equal to the deferred portion of Executive's Signing Bonus, as provided in Section 3(a) of the Employment Agreement. Company shall deposit with Trustee on or before the dates specified in the Employment Agreement (i) an amount of cash equal to the deferred portion, if any, of his Guaranteed Bonus as provided in Section 3(c)(i) of the Employment Agreement, and (ii) any other compensation that is deferred pursuant to the provisions of Section 6 of the Employment Agreement.

(b) Account B. Within five (5) days of the date hereof, Company shall deposit with Trustee Fifty Thousand (50,000) restricted shares of Company's common stock, to be held, administered and disposed of by Trustee as provided in this Trust Agreement, pursuant to Section 4(b) of the Employment Agreement.

(c) Subject to the provisions of Section 12(a), the Trust hereby established shall be irrevocable.

(d) The Trust is intended to be a grantor trust, of which Company is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

(e) Accounts A and B shall be administered separately and separate books and records shall be kept for each Account.

(f) The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of Company and shall be used exclusively for the uses and purposes of Executive and general creditors as herein set forth. Executive and his beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Employment Agreement and this Trust Agreement shall be mere unsecured contractual rights of Executive and his beneficiaries against Company. Any assets held by the Trust will be subject to the claims of Company's general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(g) Company, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property in trust with Trustee to augment the principal of one or more of the Accounts established herein, to be held, administered and disposed of by Trustee as provided in this Trust Agreement. Neither Trustee, Executive nor any beneficiary shall have any right to compel such additional deposits.

SECTION 2. PAYMENT TO EXECUTIVE OR HIS BENEFICIARIES.

(a) Company shall deliver to Trustee a schedule (the "Payment Schedule") that provides the amounts payable to Executive (and/or his beneficiaries), a formula or other instructions acceptable to Trustee for determining the amount so payable, the Account of the Trust from which such amount is payable, the form in which such amount is to be paid (as provided for or available under the Employment Agreement), and the time of commencement for payment of such amounts. Except as otherwise provided herein, Trustee shall make payments to Executive and his beneficiaries in accordance with such Payment Schedule. Trustee shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Employment Agreement and shall pay amounts withheld to the appropriate taxing authorities or determine that such amounts have been reported, withheld and paid by Company.

(b) The entitlement of Executive or his beneficiaries to benefits under the Employment Agreement shall be determined by Company, and any claim for such benefits shall be considered and reviewed under the procedures set out in that Agreement.

(c) Company may make payment of benefits directly to Executive or his beneficiaries as they become due under the terms of the Employment Agreement. Company shall notify Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to Executive or his beneficiaries.

SECTION 3. TRUSTEE RESPONSIBILITY REGARDING PAYMENTS TO TRUST BENEFICIARY WHEN COMPANY IS INSOLVENT.

(a) Trustee shall cease payment of benefits to Executive or his beneficiaries if Company is Insolvent. Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) Company is unable to pay its debts as they become due, or (ii) Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(f) hereof, the principal and income of the Trust shall be subject to claims of general creditors of Company under federal and state law as set forth below.

(i) The Board of Directors of Company or the Chief Executive Officer shall have the duty to inform Trustee and Executive in writing of Company's Insolvency. If a person claiming to be a creditor of Company alleges in writing to Trustee that Company has become Insolvent, Trustee shall determine whether Company is Insolvent and, pending such determination, Trustee shall discontinue payment of benefits to Executive or his beneficiaries.

(ii) Unless Trustee has actual knowledge of Company's Insolvency, or has received notice from Company or a person claiming to be a creditor alleging that Company is Insolvent, Trustee shall have no duty to inquire whether Company is Insolvent. Trustee may in all events rely on such evidence concerning Company's solvency as may be furnished to trustee and that provides Trustee with a reasonable basis for making a determination concerning Company's solvency.

(iii) If at any time Trustee has determined that Company is Insolvent, Trustee shall discontinue payments to Executive or his beneficiaries and shall hold the assets of the Trust for the benefit of Company's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Executive or his beneficiaries to pursue their rights as general creditors of Company with respect to benefits due under the Employment Agreement or otherwise.

(iv) Trustee shall resume the payment of benefits to Executive or his beneficiaries in accordance with Section 2 of this Trust Agreement only after Trustee has determined that Company is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Executive or his beneficiaries under the terms of the Employment Agreement for the period of such discontinuance, less the aggregate amount of any payments made to Executive or his beneficiaries by Company in lieu of the payments provided for hereunder during such period of discontinuance.

SECTION 4. PAYMENTS TO COMPANY. Except as provided in Section 3 hereof, Company shall have no right or power to direct Trustee to return to Company or to direct to others any of the trust assets before all payments of benefits have been made to Executive and his beneficiaries pursuant to the terms of the Employment Agreement.

SECTION 5. INVESTMENT AUTHORITY.

(a) All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Executive. Company may direct Trustee to invest the assets of the Trust, and shall be held harmless from acting in such manner.

(b) Trustee is authorized to invest cash contributed to the Trust in Account A in one or more mutual funds, without the requirement of diversification, and pursuant to the terms of the Employment Agreement.

(c) Trustee is authorized to hold Company common stock contributed to the Trust in Account B as Company stock, provided that Trustee shall be authorized, pursuant to the terms of the Employment Agreement, at the direction of Company, to sell any shares which become unrestricted in each calendar year beginning in the year 2002 and to invest the proceeds in one or more mutual funds.

(d) Unless Company instructs Trustee otherwise, Trustee is authorized and directed to reinvest dividends in any of the Accounts in the same investment as the investment giving rise to the dividend.

(e) Company shall not bear any risk associated with the investment of the assets of the Trust in accordance with the terms of the Employment Agreement.

SECTION 6. DISPOSITION OF INCOME; ALLOCATION OF EXPENSES.

(a) During the term of this Trust, all income received by the Trust, net of expenses, shall be accumulated and reinvested in such manner as Trustee deems appropriate.

(b) While this Trust remains a grantor trust with respect to Company, Company shall bear all taxes attributable to income earned by Trust assets.

(c) Transaction and investment expenses, other than Trustee fees and administrative expenses, shall be allocated to and borne by Trust assets.

SECTION 7. ACCOUNTING BY TRUSTEE. Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between Company and Trustee. Within 60 days following the close of each calendar quarter and within 30 days after the removal or resignation of Trustee, Trustee shall deliver to Company and Executive a written account of its administration of the Trust during such calendar quarter or during the period from the close of the last preceding calendar quarter to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and

investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such calendar quarter or as of the date of such removal or resignation, as the case may be.

SECTION 8. RESPONSIBILITY OF TRUSTEE.

(a) Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Employment Agreement or this Trust and is given in writing by Company. In the event of a dispute between Company and a party, Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) If Trustee undertakes or defends any litigation arising in connection with this Trust, Company agrees to indemnify Trustee against Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust.

(c) Trustee may consult with legal counsel (who may also be counsel for Company generally) with respect to any of its duties or obligations hereunder.

(d) Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(e) Trustee shall have, without exclusion, all powers conferred on Trustees by Tennessee Code Annotated, ss. 35-50-110 and other applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy.

(f) Notwithstanding any powers granted to Trustee pursuant to this Trust Agreement or to applicable law, Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

SECTION 9. COMPENSATION AND EXPENSES OF TRUSTEE. Company shall pay all administrative and Trustee's fees and expenses.

SECTION 10. RESIGNATION AND REMOVAL OF TRUSTEE.

(a) Trustee may resign at any time by written notice to Company and Executive, which shall be effective 30 days after receipt of such notice unless Company, Executive and Trustee agree otherwise.

(b) Trustee may be removed by Company on 30 days notice or upon shorter notice accepted by Trustee. A copy of any such notice shall be provided to Executive on the same date as such notice is provided to Trustee.

(c) Upon resignation or removal of Trustee and appointment of a successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 30 days after receipt of notice of resignation, removal or transfer, unless Company extends the time limit.

(d) If Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 11 hereof, by the effective date of resignation or removal under paragraphs (a) or (b) of this section. If no such appointment has been made, Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

SECTION 11. APPOINTMENT OF SUCCESSOR.

(a) If Trustee resigns or is removed in accordance with Section 10(a) or (b) hereof, Company may, with the consent of Executive, appoint any third party, such as a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by Company or the successor Trustee to evidence the transfer.

(b) The successor Trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Sections 7 and 8 hereof. The successor Trustee shall not be responsible for and Company shall indemnify and defend the successor Trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor Trustee.

SECTION 12. AMENDMENT OR TERMINATION.

(a) This Trust Agreement may be amended by a written instrument executed by Trustee and Company, subject to the consent of Executive. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Employment Agreement or shall make the Trust revocable.

(b) The Trust shall not terminate until the date on which Executive and his beneficiaries are no longer entitled to benefits pursuant to the terms of the Employment Agreement. Upon termination of the Trust any assets remaining in the Trust shall be returned to Company.

(c) Upon written approval of Executive or beneficiaries entitled to payment of benefits pursuant to the terms of the Employment Agreement, Company may terminate this Trust prior to the time all benefit payments under the Employment Agreement have been made. All assets in the Trust at termination shall be returned to Company.

SECTION 13. MISCELLANEOUS.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Executive or his beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of Tennessee.

SECTION 14. EFFECTIVE DATE. The effective date of this Trust Agreement shall be April _____, 2001.

IN WITNESS WHEREOF, the parties, by their respective duly authorized representatives, have executed this Agreement as of the date first recited above.

GAYLORD ENTERTAINMENT COMPANY

By: ----------
Rod Conner, Chief Administrative Officer

Attest:

TRUSTEE:

SUNTRUST BANK, NASHVILLE, N.A.

By: ----------

Attest:

Its: ----------

EXHIBIT 10.2

AGREEMENT

THIS AGREEMENT, dated as of April 23, 2001 (the "Effective Date") by and between GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation having its corporate headquarters at One Gaylord Drive, Nashville, Tennessee 37214 (together with all subsidiaries and other affiliates referred to as "the Company") and MICHAEL D. ROSE ("Rose").

WHEREAS, the Company desires to enter into an agreement regarding Rose's service as Chairman of the Company's Board of Directors, and Rose desires to serve as Chairman of the Company's Board of Directors and enter into such an agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. TERM; REPRESENTATION.

(a) Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Term"). This Agreement shall automatically renew for one (1) year terms (each referred to an "Additional Term") (the Initial Term and each Additional Term collectively referred to as the "Term") unless either party notifies the other party at least 90 days prior to the expiration of the Initial Term or the first renewal term.

(b) Representation. Rose hereby represents to the Company that the execution and delivery of this Agreement and the performance by Rose of his duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any agreement or policy to which Rose is a party or otherwise bound.

2. POSITION; RESPONSIBILITIES. During the Term, and subject to approvals required by the Delaware Business Corporation Act and the Company's Certificate of Incorporation and Bylaws, Rose shall serve as a member of the Board of Directors of the Company and, subsequent to the May 2001 Annual Meeting of the Shareholders of the Company, shall perform the duties of the Chairman of the Board as described by the Company's Restated Bylaws, as amended from time to time, and such other duties as may be prescribed by the Board of Directors.

3. REMUNERATION. During the Term, the Company shall pay Rose $350,000 per year (the "Base Remuneration") for his services as Chairman of the Board. Such payment shall be in lieu of any other fees or other compensation payable to other directors of the Company.

4. STOCK OPTION GRANT. Subject to the vesting schedule provided for herein, the Company hereby grants to Rose options to purchase 100,000 shares of common stock of the Company ("Company Common Stock") (the "Stock Options"). The Stock Options shall (i) be granted pursuant to the Company's 1997 Omnibus Stock Option and Incentive Plan as may hereafter be further amended (the "Omnibus Plan"); (ii) be subject to the terms of a stock option agreement between the Company and Rose in the form attached as Exhibit A; (iii) vest in 25,000 share increments on the first through fourth anniversary of the Effective Date, (iv) be exercisable at the closing price of the Company's Common Stock as reported in the Wall Street Journal for the trading

day immediately preceding the award of the option grant by the Board of Directors; and (v) have a term of ten years from the Effective Date.

5. RESTRICTED STOCK GRANT. Subject to the provisions of Section 12, the Company hereby grants to Rose 20,000 restricted shares of Company Common Stock (the "Restricted Stock Grant"). The restrictions on the Restricted Stock Grant shares shall terminate (i.e., the shares will become available for distribution to Rose) in 5,000 share increments on the first through the fourth anniversaries of the Effective Date. The Restricted Stock Grant shares shall be granted pursuant to the Omnibus Plan, and shall otherwise be subject to the terms of a restricted stock grant agreement between the Company and Rose in the form attached as Exhibit B-1. If and when a restriction terminates as to a 5,000 share increment, the Company shall deliver such shares to Rose.

6. CONTINGENT RESTRICTED STOCK GRANT. Subject to the provisions of Section 12, if the Company's Common Stock trades at an average closing price of $32 or higher as reported in the Wall Street Journal for any period of thirty (30) consecutive trading days during the Initial Term, the Company shall grant to Rose an additional 20,000 restricted shares of Company Common Stock (the "Contingent Restricted Stock Grant"). If the Contingent Restricted Stock Grant is awarded, the restrictions on the Contingent Restricted Stock Grant shares shall terminate (i.e., the shares will become available for distribution to Rose) in 5,000 share increments on the first through the fourth anniversaries of the day on which the condition for the award of the Contingent Restricted Stock Grant is met. The Contingent Restricted Stock Grant shall be granted pursuant to the Omnibus Plan, and shall otherwise be subject to the terms of a contingent restricted stock grant agreement between the Company and Rose in the form attached as Exhibit B-2. If and when a restriction terminates as to a 5,000 share increment, the Company shall deliver such shares to Rose.

7. ADDITIONAL BENEFITS. Rose shall be entitled to the following:

(a) Vehicle Allowance. During the Term, Rose shall be entitled to receive from the Company a vehicle allowance of $1,050 per month, subject to future increases as may be granted to senior executives.

(b) Use of Company Aircraft. During the Term and subject to availability, the Company shall make available a corporate aircraft to Rose for travel. In addition, the Company shall reimburse Rose for Rose's use of his personal aircraft in connection with the performance of his duties for the Company. To the extent Rose is required to travel on a commercial airline in connection with the performance of his duties for the Company, Rose shall be entitled to travel on a first-class basis.

(c) Attorney's Fees. Rose shall be entitled to reimbursement for reasonable attorney's fees incurred by Rose in the review and negotiation of this Agreement, upon submission of documentation evidencing such expenses.

(d) Benefit Plans. Rose shall be entitled to participate in all Company benefit plans, programs and arrangements of the Company for which other senior members of management are eligible.

8. BUSINESS EXPENSES. During the Term, the Company shall reimburse Rose, in accordance with the Company's policies and procedures, for all reasonable expenses incurred by Rose in connection with the performance of his duties for the Company.

9. ADMINISTRATIVE ASSISTANT. The Company shall employ, on an at-will basis, Rose's administrative assistant, Norma Egbert, on terms substantially similar to those of similarly situated employees in the Company. Ms. Egbert's compensation shall be $55,000 per year, and she shall be entitled to participate in any employee benefit plans available to similarly situated employees.

10. FINANCIAL COUNSELING. The Company shall reimburse Rose up to a maximum of $15,000 per year for his expenses in obtaining financial counseling, upon submission of documentation evidencing such expenses.

11. TERMINATION. Rose's service as Chairman of the Board of Directors may be terminated prior to the end of the Term as follows:

(a) Termination by Death. Upon the death of Rose ("Death"), Rose's service as Chairman of the Board shall automatically terminate as of the date of Death.

(b) Termination by Company for Permanent Disability. At the option of the Board of Directors, Rose's service as Chairman of the Board of Directors may be terminated by written notice to Rose or his personal representative in the event of the Permanent Disability of Rose. As used herein, the term "Permanent Disability" shall mean a physical or mental incapacity or disability which renders Rose unable substantially to render the services contemplated hereunder for a period of ninety (90) consecutive days or one hundred eighty (180) days during any twelve (12) month period as determined in good faith by the Board of Directors.

(c) By the Board of Directors With Cause. Rose's termination as Chairman of the Board by the Board of Directors shall be considered "With Cause" upon the occurrence of any one or more of the following events (each, a "Cause"):

(i) any action by Rose constituting material fraud, material self-dealing, material dishonesty or embezzlement in the course of his service hereunder; or

(ii) any conviction of Rose of a crime involving moral turpitude.

(d) By the Board of Directors Without Cause. In the event that Rose's service as Chairman of the Board of Directors is terminated by the Board for any reason other than a Cause, such termination shall be "Without Cause."

(e) By Rose for Good Reason. At the option of Rose, Rose may terminate his service as Chairman of the Board by written notice to the Company given within a reasonable time after the occurrence of a material breach by the Company of any of its obligations under this Agreement and the failure by the Company to cure such breach within thirty (30) days of such notice ("Good Reason").

(f) Expiration of the Term. The expiration of the Initial Term or any Additional Term shall not for any purpose be deemed a termination under Section 11(c), (d) or (e) hereinabove.

12. EFFECT OF TERMINATION; TREATMENT OF STOCK OPTIONS AND RESTRICTED STOCK GRANTS UPON EXPIRATION OF TERM.

(a) Effect of Termination by Death. Upon the termination of Rose's service as Chairman of the Board of Directors because of Death, Rose's estate shall be entitled to receive an amount equal to the accrued but unpaid Base Remuneration through the date of termination as well as any unreimbursed reasonable business expenses incurred by Rose through the date of termination. In addition, all restrictions shall be removed from the Restricted Stock Grant shares and the Contingent Restricted Stock Grant shares, if any, and the vesting and exercise of Rose's Stock Options shall be governed by the Omnibus Plan.

(b) Effect of Termination for Permanent Disability. Upon the termination of Rose's service as Chairman of the Board of Directors because of Permanent Disability, Rose shall be entitled to receive his Base Remuneration until he becomes eligible for long term disability benefits as well as any unreimbursed reasonable business expenses incurred by Rose through the date of termination. Rose shall be entitled to the Restricted Stock Grant shares or Contingent Restricted Stock Grant shares that are free from restrictions as of the date of termination, and the vesting and exercise of Rose's Stock Options shall be governed by the Omnibus Plan. Rose shall be entitled to continue to receive group medical insurance benefits from the date of termination until the time he is eligible to receive long term disability benefits.

(c) Effect of Termination by the Company With Cause or by Rose Without Good Reason. Upon the termination of Rose's service as Chairman of the Board of Directors With Cause or by Rose for any reason other than Good Reason, Rose shall be entitled to receive an amount equal to the accrued but unpaid Base Remuneration through the date of termination as well as any unreimbursed reasonable business expenses incurred by Rose through the date of termination. Rose shall be entitled only to the Restricted Stock Grant shares or Contingent Restricted Stock Grant shares that are free from restrictions as of the date of termination. All Stock Options, to the extent not theretofore exercised, shall terminate on the date of termination of Rose's service as Chairman of the Board of Directors by the Company With Cause or by Rose without Good Reason.

(d) Effect of Termination by the Company Without Cause or by Rose for Good Reason. Upon the termination of Rose's service as Chairman of the Board of Directors Without Cause or by Rose for Good Reason, Rose shall be entitled to receive an amount equal to the accrued but unpaid Base Remuneration through the date of such termination, as well as any unreimbursed reasonable business expenses incurred by Rose through the date of termination, all unvested Stock Options shall immediately vest, and all restrictions shall be removed from the Restricted Stock Grant shares and the Contingent Restricted Stock Grant shares, if any. Rose shall have two (2) years from the date of such termination Without Cause or by Rose for Good Reason during the Initial Term to exercise all vested Stock Options.

(e) Expiration of Initial Term. Unless Rose's service as Chairman of the Board of Directors is terminated prior to the end of the Initial Term, upon expiration of the Initial Term, Rose's Stock Options, Restricted Stock Grant shares, and Contingent Restricted Stock Grant shares, if any, shall be treated as follows:

(i) All contingencies with respect to the Contingent Restricted Stock Grant shares shall be removed;

(ii) If Rose continues to serve the Company in any capacity following the expiration of the Initial Term, all unvested Stock Options shall continue to vest and the restrictions shall continue to be removed from the Restricted Stock Grant shares and Contingent Stock Grant shares as provided in Sections 4-6 of this Agreement and in the stock option agreement and restricted stock grant agreement(s) provided for therein.

(iii) If Rose ceases to serve the Company in any capacity at any time following expiration of the Initial Term, then, at the time Rose ceases to serve, all unvested Stock Options shall immediately vest, all restrictions shall be removed from the Restricted Stock Grant shares and all restrictions shall be removed from the Contingent Restricted Stock Grant shares. In such event, Rose shall be entitled to exercise the Stock Options at any time prior to the expiration date of the Stock Option term notwithstanding anything to the contrary in the Omnibus Plan or in this Agreement.

13. CHANGE OF CONTROL.

(a) Definition. A "Change of Control" shall be deemed to have taken place if:

(i) any person or entity, including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, other than the Company, a wholly-owned subsidiary thereof, Edward L. Gaylord or any member of his immediate family or any trusts or other entities controlled by Edward L. Gaylord or any member of his immediate family, or any employee benefit plan of the Company or any of its subsidiaries, hereafter becomes the beneficial owner of Company securities having 50% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of directors of the Company (other than as a result of the issuance of securities initiated by the Company in the ordinary course of business);

(ii) any person or entity, including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, becomes the beneficial owner of Company securities having greater voting power than the Company securities held by Edward L. Gaylord, any member of his immediate family, and any trusts or other entities controlled by Edward L. Gaylord or any member of his immediate family; or

(iii) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets or contested election, or any combination of the foregoing transactions, the holders of all the Company's securities entitled to vote generally in the election of directors of the Company immediately prior to such transaction constitute, following such transaction, less than a majority of the combined voting power of the then-outstanding securities of the Company or any successor corporation or entity entitled to vote generally in the election of the directors of the Company or such other corporation or entity after such transactions; or

(iv) the Company sells all or substantially all of the assets of the Company.

(b) Effect of Change of Control. In the event that within one year following a Change of Control the Board of Directors terminates Rose's service as Chairman of the Board Without Cause, or Rose terminates his service as Chairman of the Board for Good Reason, Rose shall be entitled to the greater of (i) a lump-sum payment of one year's Base Remuneration from the date of termination or (ii) a lump-sum payment of Rose's Base Remuneration for the remainder of the Initial Term or Additional Term, as applicable, of this Agreement. In addition, upon such termination, all unvested Stock Options shall vest and all restrictions shall be removed from the Restricted Stock Grant shares and the Contingent Restricted Stock Grant shares, if any. Rose shall have two (2) years from the date of such termination during the Initial Term to exercise all vested Stock Options.

(c) Going Private Transaction. Notwithstanding the foregoing, if Edward L. Gaylord or any member of his immediate family or any trusts or other entities controlled by Edward L. Gaylord or any member of his immediate family initiates any Rule 13e-3 transaction, as that term is defined in Rule 13e-3 promulgated under the Securities Exchange Act of 1934 (the "Rule 13e-3 Transaction"), and all conditions precedent to the Company's obligation to consummate the Rule 13e-3 Transaction shall have been satisfied, all unvested Stock Options shall vest and all restrictions shall be removed from the Restricted Stock Grant shares and the Contingent Restricted Stock Grant shares, if any; provided, however, that if the Rule 13e-3 Transaction is not thereafter consummated, the acceleration of Stock Option vesting and removal of Restricted Stock Grant or Contingent Restricted Stock Grant share restrictions shall be deemed to be null and void.

14. Covenants.

(a) General. Rose and the Company understand and agree that the purpose of the provisions of this Section 14 is to protect legitimate business interests of the Company, as more fully described below, and is not intended to impair or infringe upon Rose's right to work, earn a living, or acquire and possess property from the fruits of his labor. Rose hereby acknowledges that the post-employment restrictions set forth in this Section 14 are reasonable and that they do not, and will not, unduly impair his ability to earn a living after the termination of his employment with the Company. Therefore, subject to the limitations of reasonableness imposed by law upon restrictions set forth herein, Rose shall be subject to the restrictions set forth in this Section 14.

(b) Definitions. The following capitalized terms used in this Section 14 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms: "Confidential Information" means any confidential or proprietary information possessed by the Company without limitation, any confidential "know-how," customer lists, details of client and consultant contracts, current and anticipated customer requirements, pricing policies, price lists, market studies, business plans, operational methods, marketing plans or strategies, product development techniques or plans, computer software programs (including object code and source code), data and documentation, data base technologies, systems, structures and architectures, inventions and ideas, past, current and planned research and development, compilations, devices, methods,

techniques, processes, financial information and data, business acquisition plans, new personnel acquisition plans and any other information that would constitute a trade secret under the common law or statutory law of the State of Tennessee.

"Person" means any individual or any corporation, partnership, joint venture, association or other entity or enterprise.

"Protected Employees" means employees of the Company or its affiliated companies who are employed by the Company or its affiliated companies at any time within six (6) months prior to the date of termination of Rose for any reason whatsoever or any earlier date (during the Restricted Period) of an alleged breach of the Restrictive Covenants by Rose.

"Restricted Period" means the period of Rose's employment by the Company plus a period extending two (2) years from the date of termination of employment; provided, however, the Restricted Period shall be extended for a period equal to the time during which Rose is in breach of his obligations to the Company under this Section 14.

"Restrictive Covenants" means the restrictive covenants contained in Section 14(c) hereof:

(c) Restrictive Covenants.

(i) Restriction on Disclosure and Use of Confidential Information. Rose understands and agrees that the Confidential Information constitutes a valuable asset of the Company and its affiliated entities, and may not be converted to Rose's own use or converted by Rose for the use of any other Person. Accordingly, Rose hereby agrees that Rose shall not, directly or indirectly, at any time during the Restricted Period or thereafter, reveal, divulge or disclose to any Person not expressly authorized by the Company any Confidential Information, and Rose shall not, at any time during the Restricted Period or thereafter, directly or indirectly, use or make use of any Confidential Information in connection with any business activity other than that of the Company. The parties acknowledge and agree that this Agreement is not intended to, and does not, alter either the Company's rights or Rose's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices,

(ii) Non-solicitation of Protected Employees. Rose understands and agrees that the relationship between the Company and each of its Protected Employees constitutes a valuable asset of the Company and may not be converted to Rose's own use or converted by Rose for the use of any other Person. Accordingly, Rose hereby agrees that during the Restricted Period Rose shall not directly or indirectly on Rose's own behalf or on behalf of any Person solicit any Protected Employee to terminate his or her employment with the Company.

(iii) Non-interference with Company Opportunities. Rose understands and agrees that all business opportunities with which he is involved during his employment with the Company constitute valuable assets of the Company and its

affiliated entities, and may not be converted to Rose's own use or converted by Rose for the use of any other Person. Accordingly, Rose hereby agrees that during the Restricted Period or thereafter, Rose shall not directly or indirectly on Rose's own behalf or on behalf of any Person, interfere with, solicit, pursue, or in any way make use of any such business opportunities.

(d) Exceptions from Disclosure Restrictions. Anything herein to the contrary notwithstanding, Rose shall not be restricted from disclosing or using Confidential Information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Rose or his agent; (ii) becomes available to Rose in a manner that is not in contravention of applicable law from a source (other than the Company or its affiliated entities or one of its or their officers, employees, agents or representatives) that is not known by Rose, after reasonable investigation, to be bound by a confidential relationship with the Company or its affiliated entities or by a confidentiality or other similar agreement; or (iii) is required to be disclosed by law, court order or other legal process; provided, however, that in the event disclosure is required by law, court order or legal process, Rose shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Rose.

(e) Enforcement of the Restrictive Covenants.

(i) Rights and Remedies upon Breach. In the event Rose breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company shall have the right and remedy to enjoin, preliminarily and permanently, Rose from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company. The rights referred to herein shall be independent of any others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity.

(ii) Severability of Covenant. Rose acknowledges and agrees that the Restrictive Covenants are reasonable and valid in all respects. If any court determines that any Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

15. COOPERATION IN FUTURE MATTERS. Rose hereby agrees that, for a period of three (3) years following the date of the termination of his service as Chairman of the Board, he shall cooperate with the Company's reasonable requests relating to matters that pertain to Rose's service as Chairman of the Board of the Company, including, without limitation, providing information of limited consultation as to such matters, participating in legal proceedings, investigations or audits on behalf of the Company, or otherwise making himself reasonably available to the Company for other related purposes. Any such cooperation shall be performed at times scheduled taking into consideration Rose's other commitments, and Rose shall be compensated at a per diem rate of $2,000 to the extent such cooperation is required on more than an occasional and limited basis. Rose shall also be reimbursed for all reasonable out of pocket expenses. Rose shall not be required to perform

such cooperation to the extent it conflicts with any requirements of exclusivity of service for any other entity, nor in any manner that in the good faith belief of Rose would conflict with his rights under or ability to enforce this Agreement.

16. INDEMNIFICATION. The Company shall indemnify Rose and hold him harmless from and against any and all costs, expenses, losses, claims, damages, obligations or liabilities (including actual attorneys fees and expenses) arising out of any acts or failures to act by the Company, its directors, employees or agents that occurred prior to the Effective Date, or arising out of or relating to any acts, or omissions to act, made by Rose on behalf of or in the course of performing services for the Company to the fullest extent permitted by the Bylaws of the Company, or, if greater, as permitted by applicable law, as the same shall be in effect from time to time. If any claim, action, suit or proceeding is brought, or any claim relating thereto is made, against Rose with respect to which indemnity may be sought against the Company pursuant to this Section, Rose shall notify the Company in writing thereof, and the Company shall have the right to participate in, and to the extent that it shall wish, in its discretion, assume and control the defense thereof, with counsel satisfactory to Rose.

17. BINDING ARBITRATION AND LEGAL FEES. Any controversy or claim between or among the parties hereto, including but not limited to those arising out of or relating to this Agreement or any related agreements or instruments, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the law of the state of Tennessee), the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date hereof, and the provisions set forth below. In the event of any inconsistency, the provisions herein shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to the Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action; provided, however, that all arbitration proceedings shall take place in Nashville, Tennessee. The arbitration body shall set forth its findings of fact and conclusions of law with citations to the evidence presented and the applicable law, and shall render an award based thereon. In making its determinations and award(s), the arbitration body shall base its award on applicable law and precedent, and shall not entertain arguments regarding punitive damages, nor shall the arbitration body award punitive damages to any person. Each party shall bear its own attorneys' fees, costs, and expenses in the arbitration.

18. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to principles of conflicts of laws.

(b) Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or

deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Rose. This Agreement may be assigned by the Company to a company which is a successor in interest to substantially all of the business operations of the Company. Such assignment shall become effective when the Company notifies the Rose of such assignment or at such later date as may be specified in such notice. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such successor company, provided that any assignee expressly assumes the obligations, rights and privileges of this Agreement.

(f) Headings. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of the sections.

(g) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributes, devises and legatees.

(h) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to Company, to:

Gaylord Entertainment Company
One Gaylord Drive
Nashville, Tennessee 37214
Attention: Rod Connor
Facsimile Number: (615) 316-6312

With a copy to:

Thomas J. Sherrard, Esq.
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, Tennessee 37219
Facsimile Number: (615) 742-4539

If to Rose, to:

MIDARO INVESTMENTS, INC.
6305 Humphreys Boulevard
Suite 110
Memphis, TN 38120

With a copy to:

Ralph B. Lake, Esq.
Burch, Porter & Johnson PLLC
130 N Court Ave
Court Square Office
Memphis, TN 38103-2217
Facsimile Number: (901) 524-5024

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

(j) No Third Party Beneficiary. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

/s/ Michael D. Rose

Michael D. Rose

GAYLORD ENTERTAINMENT COMPANY

By: /s/ E. K. Gaylord II

E. K. Gaylord II, Chairman
Board of Directors

EXHIBIT A

STOCK OPTION AGREEMENT

GAYLORD ENTERTAINMENT COMPANY
1997 OMNIBUS STOCK OPTION AND INCENTIVE PLAN

This STOCK OPTION AGREEMENT (the "Agreement") is by and between Gaylord Entertainment Company, a Delaware corporation (the "Company"), and Michael D. Rose (the "Grantee"), under the Company's 1997 Omnibus Stock Option and Incentive Plan, as amended (the "Plan").

Pursuant to the terms of that certain Agreement, dated as of April 23, 2001, between the Company and Grantee (the "Chairman Agreement"), in order to provide an incentive to the Grantee to exert his utmost efforts on behalf of the Company, the Grantee has been awarded a nonqualified stock option (the "Option") to purchase certain shares of Common Stock of the Company, par value $.01 per share ("Common Stock"), on the terms and conditions set forth in the Plan and this Agreement.

SECTION 1. THE OPTION GRANT. The Grantee is hereby granted a Nonqualified Stock Option to purchase 100,000 shares of Common Stock of the Company at a purchase price of $25.25 per share. Said Nonqualified Stock Option is subject to the terms set forth below.

SECTION 2. EXERCISE OF OPTION RIGHTS.

2.1 Times When the Option Can Be Exercised. The Option shall vest and become exercisable pursuant to the terms of the Chairman Agreement.

2.2 Term of Option. The term during which the Option may be exercised shall terminate on April 22, 2011 subject to earlier termination as provided for in the Chairman Agreement or Section 3 of this Agreement (the "Option Term").

2.3 Notice of Exercise. If the Grantee wishes to exercise his rights hereunder, the Grantee must give notice of exercise to the Company at the Company's principal office. The Grantee must give the notice in writing in form satisfactory to the Compensation Committee of the Board of Directors of the Company (the "Committee"). The Grantee must include with the notice full payment for any shares being purchased under the Option (unless, in accordance with the Plan, the Committee shall have provided otherwise), and any taxes due under Section 2.4.2 hereof.

2.4 Payment.

2.4.1 Payment for any Common Stock being purchased under the Option must be made in cash, by certified or bank check, or by delivering to the Company Common Stock of the Company which the Grantee already owns. If the Grantee pays by delivering Common Stock of the Company, the Grantee must include with the notice of exercise the certificates for the Common Stock duly endorsed for transfer. The Company will value the Common Stock delivered by the

Grantee at its Fair Market Value as of the date of receipt as set forth in the Plan and, if the value of the Common Stock delivered by the Grantee exceeds the amount required under this Section 2.4.1, will return to the Grantee cash in an amount equal to the value, so determined, of any fractional portion of a share of Common Stock exceeding the amount required and will issue a certificate for any whole share of Common Stock exceeding the amount required.

2.4.2 The Grantee cannot buy any Common Stock under the Option unless, at the time the Grantee gives notice of exercise to the Company, the Grantee includes with such notice payment in cash, by certified or bank check, of all local, state, or federal withholding taxes due, if any, on account of buying Common Stock under the Option or gives other assurance to the Company satisfactory to the Committee of the payment of those withholding taxes.

2.5 Transfer.

2.5.1 The Company shall deliver certificates for Common Stock bought under the Option as soon as practicable after receiving payment for the Common Stock and for any taxes under Section 2.4.2 hereof, and all documents required under the Plan and this Agreement. The certificates will be made out in the name of the Grantee.

2.5.2 If the Plan or any law, regulation, or interpretation requires the Company to take any action regarding the Common Stock before the Company issues certificates for the Common Stock being purchased, the Company may delay delivering the certificates for the Common Stock for the period necessary to take that action.

SECTION 3. TERMINATION.

3.1 Generally. Except as otherwise provided in the Chairman Agreement, this Agreement and the Plan, the Option may not be exercised unless the Grantee is then in the service of the Company as its Chairman of the Board of Directors ("Chairman"), and unless the Grantee has remained continuously as the Company's Chairman since the date of grant of the Option. Unless otherwise set forth in the Chairman Agreement or determined by the Committee at or after the date of grant, in the event that the Grantee ceases to serve as Chairman, any portion of the Option that is exercisable at the time of such termination may be exercised by Grantee for a period of 90 days from the date of such termination or until the expiration of the stated term of the Option, whichever period is shorter. Provided, however, if Grantee remains Chairman until the expiration of the Initial Term, Grantee shall have until the expiration of the Option Term to exercise the Options.

3.2 Death or Disability. If the Grantee dies while serving as Chairman (or within the period of extended exercisability provided herein), or if the Grantee's service as Chairman terminates by reason of Disability, the Option will become fully vested and exercisable (notwithstanding the provisions of Section 2.1 hereof), and may be exercised by the Grantee, by the legal representative of the Grantee's estate, or by the legatee under the Grantee's will at any time until the expiration of the term of the Option provided in Section 2.2 hereof.

3.3 Retirement. If the Grantee's service as Chairman terminates by reason of Retirement, any portion of the Option may be exercised by Grantee, to the extent such portion was exercisable at the time of such Retirement or on such accelerated basis as the Committee may determine at or after the date of grant (but before the date of such Retirement) at any time until the expiration of the term of the Option provided in Section 2.2 hereof.

3.4 Cause or by Grantee Without Good Reason. If the Grantee's service as Chairman is terminated by the Company for Cause or by Grantee Without Good Reason, as determined by the Committee in its sole discretion, the Option, to the extent not theretofore exercised, shall terminate on the date of such termination.

3.5 Committee Discretion. Notwithstanding the provisions of subsections 3.1 through 3.4 above, but subject to the provisions of Section 4 below, the Committee may, in its sole discretion, at or after the date of grant (but before the date of termination), establish different terms and conditions pertaining to the effect on any Option of termination of a Grantee's service as Chairman, to the extent permitted by applicable federal and state law and provided that such differing terms and conditions are not to the Grantee's detriment.

SECTION 4. GOVERNING PROVISIONS. This Agreement is made under and subject to the provisions of the Plan, and all of the provisions of the Plan are also provisions of this Agreement. Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Plan. If there is a difference or conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan will govern. If there is a difference or conflict between the provisions of this Agreement and/or the provisions of the Plan and the provisions of the Chairman Agreement, the provisions of the Chairman Agreement will govern. By signing this Agreement, the Grantee confirms that he has received a copy of the Plan.

SECTION 5. MISCELLANEOUS.

5.1 Entire Agreement. This Agreement, the Chairman Agreement and the Plan contain all of the understandings between the Company and Grantee concerning the Option and include any earlier negotiations and understandings. The Company and Grantee have made no promises, agreements, conditions, or understandings relating to the Option, either orally or in writing, that are not included in this Agreement, the Chairman Agreement or the Plan.

5.2 No Right to Future Service. None of the provisions of this Agreement or the Plan will interfere with or limit the right of the Company to end the Grantee's service as Chairman pursuant to the terms of the Chairman Agreement.

5.3 Captions. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

5.4 Counterparts. This Agreement may be executed in counterparts, each of which when signed by the Company and the Grantee will be deemed an original and all of which together will be deemed the same agreement.

5.5 Notice. Any notice or communication having to do with this Agreement must be given by personal delivery or by certified mail, return receipt requested, addressed, if to the Company or the Committee, to the principal office of the Company and, if to Grantee, to the Grantee's last known address on the personnel records of the Company.

5.6 Amendment. This Agreement may be amended by the Company, provided that unless the Grantee consents in writing, the Company cannot amend this Agreement if the amendment

will materially change or impair the Grantee's rights under this Agreement and such change is not to the Grantee's benefit.

5.7 Succession and Transfer. Each and all of the provisions of this Agreement are binding upon and inure to the benefit of the Company and the Grantee and their heirs, successors and assigns; however, neither the Option nor this Agreement is transferable, without the prior written consent of the Committee, other than (i) by will or by the laws of descent and distribution, (ii) by the Grantee to a member of his Immediate Family, or (iii) to a trust for the benefit of the Grantee or a member of his Immediate Family.

5.8 Governing Law. This Agreement shall be governed and construed exclusively in accordance with the law of the State of Delaware applicable to agreements to be performed in the State of Delaware to the extent it may apply.

The Company and the Grantee have caused this Agreement to be signed and delivered as of the __ day of _____, 2001.

GAYLORD ENTERTAINMENT COMPANY

By:

- ----------

Michael D. Rose

Rod Connor, Senior Vice President and Chief Administrative Officer

EXHIBIT B-1

RESTRICTED STOCK AGREEMENT

GAYLORD ENTERTAINMENT COMPANY
1997 OMNIBUS STOCK OPTION AND INCENTIVE PLAN

This RESTRICTED STOCK AGREEMENT (the "Agreement") is by and between Gaylord Entertainment Company, a Delaware corporation (the "Company"), and Michael D. Rose, (the "Grantee"), pursuant to the Company's 1997 Omnibus Stock Option and Incentive Plan (the "Plan").

SECTION 1. RESTRICTED STOCK AWARD. Effective April 23, 2001, the Grantee is hereby awarded the right to receive 20,000 shares (the "Restricted Stock") of the Company's Common Stock, Par Value $ .01 per share (the "Common Stock"), subject to the terms and conditions of this Agreement and the Plan.

SECTION 2. VESTING OF THE AWARD. The Grantee shall become vested in the number of shares of Restricted Stock as provided in the Agreement between the Company and Grantee dated as of April 23, 2001 (the "Chairman Agreement") (such number of shares referred to herein as the "Vested Stock") on the corresponding date set forth in the Chairman Agreement (such date referred to herein as the "Vested Date"); provided that, as of the Vested Date, there has been no prior termination of Grantee's service as Chairman of the Company's Board of Directors that, under the terms of the Chairman Agreement, would preclude vesting of all or any part of the Restricted Stock.

SECTION 3. DISTRIBUTION OF VESTED STOCK. Subject to the terms of the Chairman Agreement, shares of Vested Stock will be distributed to the Grantee as soon as practicable after the Vested Date.

SECTION 4. VOTING RIGHTS AND DIVIDENDS. Prior to the distribution of the Restricted Stock, certificates representing shares of the Restricted Stock will bear an appropriate legend in accordance with Section 10(b) of the Plan and will be held by the Company, as escrow agent, in the name of the Grantee. The Company will take such action as is necessary and appropriate to enable the Grantee to vote the Restricted Stock and receive dividends thereon.

SECTION 5. GOVERNING PROVISIONS. This Agreement is made under and subject to the provisions of the Plan, and all of the provisions of the Plan are also provisions of this Agreement. Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Plan. If there is a difference or conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan will govern. If there is a difference or conflict between the provisions of this Agreement and/or the provisions of the Plan and the provisions of the Chairman Agreement, the provisions of the Chairman Agreement will govern. By signing this Agreement, the Grantee confirms that he has received a copy of the Plan.

SECTION 6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement, the Chairman Agreement, and the Plan contain the entire understanding and agreement between the Company and the Grantee concerning the Restricted Stock granted hereby and supersede any prior or contemporaneous negotiations and understandings. The Company and the Grantee have made no promises, agreements, conditions, or understandings relating to the Restricted Stock, either orally or in writing, that are not included in this Agreement, the Plan, or the Chairman Agreement.

6.2 Future Service. None of the provisions of this Agreement or the Plan will interfere with or limit the right of the Company to terminate the Grantee's service as Chairman pursuant to the terms of the Chairman Agreement.

6.3 Captions. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which when signed by the Company and the Grantee will be deemed an original and all of which together will be deemed the same agreement.

6.5 Notice. Any notice or communication having to do with this Agreement must be given by personal delivery or by certified mail, return receipt requested, addressed, if to the Company, to the principal office of the Company and, if to the Grantee, to the Grantee's last known address on the personnel records of the Company.

6.6 Amendment. This Agreement may be amended by the Company, provided that unless the Grantee consents in writing, the Company cannot amend this Agreement if the amendment will materially change or impair the Grantee's rights under this Agreement and such change is not to the Grantee's benefit. Nevertheless, the Committee shall have the authority to cancel all or any portion of any outstanding restrictions prior to the Vested Date with respect to any or all of the shares of the Restricted Stock awarded on such terms and conditions as the Committee shall deem appropriate.

6.7 Succession and Transfer. Each and all of the provisions of this Agreement are binding upon and inure to the benefit of the Company and the Grantee and their heirs, successors, and assigns. However, neither the Restricted Stock nor this Agreement is transferable prior to the Vested Date other than by will or by the laws of descent and distribution.

6.8 Governing Law. This Agreement shall be governed and construed exclusively in accordance with the law of the State of Delaware applicable to agreements to be performed in the State of Delaware to the extent it may apply.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement to be effective as of _____, 2001.

GRANTEE:

- ---
Michael D. Rose

GAYLORD ENTERTAINMENT COMPANY

By:

Rod Connor, Senior Vice President and
Chief Administrative Officer

EXHIBIT B-2

CONTINGENT RESTRICTED STOCK AGREEMENT
(PERFORMANCE SHARES)

GAYLORD ENTERTAINMENT COMPANY
1997 OMNIBUS STOCK OPTION AND INCENTIVE PLAN

This CONTINGENT RESTRICTED STOCK AGREEMENT (the "Agreement") is by and between Gaylord Entertainment Company, a Delaware corporation (the "Company"), and Michael D. Rose, (the "Grantee"), pursuant to the Company's 1997 Omnibus Stock Option and Incentive Plan (the "Plan").

SECTION 1. CONTINGENT RESTRICTED STOCK AWARD. Upon the occurrence of the earlier of: (i) the Company's Common Stock maintaining an average closing price of $32 or higher for a period of 30 consecutive trading days or (ii) the expiration of the Initial Term of the Agreement, dated as of April 23, 2001, by and between the Company and Grantee (the "Chairman Agreement") so long as the Grantee has continuously served as Chairman throughout the Initial Term, the Grantee shall be awarded the right to receive 20,000 shares (the "Restricted Stock") of the Company's Common Stock, Par Value $ .01 per share (the "Common Stock"), subject to the terms and conditions of the Chairman Agreement, this Agreement and the Plan.

SECTION 2. VESTING OF THE AWARD. The Grantee shall become vested in the number of shares of Restricted Stock as provided in the Chairman Agreement (such number of shares referred to herein as the "Vested Stock") on the corresponding date set forth in the Chairman Agreement (such date referred to herein as the "Vested Date"); provided that, as of the Vested Date, there has been no prior termination of Grantee's service as Chairman of the Company's Board of Directors that, under the terms of the Chairman Agreement, would preclude vesting of all or any part of the Restricted Stock.

SECTION 3. DISTRIBUTION OF VESTED STOCK. Subject to the terms of the Chairman Agreement, shares of Vested Stock will be distributed to the Grantee as soon as practicable after the Vested Date.

SECTION 4. VOTING RIGHTS AND DIVIDENDS. Prior to the distribution of the Restricted Stock, certificates representing shares of the Restricted Stock will bear an appropriate legend in accordance with Section 10(b) of the Plan and will be held by the Company, as escrow agent, in the name of the Grantee. The Company will take such action as is necessary and appropriate to enable the Grantee to vote the Restricted Stock and receive dividends thereon.

SECTION 5. GOVERNING PROVISIONS. This Agreement is made under and subject to the provisions of the Plan, and all of the provisions of the Plan are also provisions of this Agreement. Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Plan. If there is a difference or conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan will govern. If there is a difference or conflict between the provisions of this Agreement and/or the provisions of the Plan and the provisions of the Chairman Agreement, the provisions of the

Chairman Agreement will govern. By signing this Agreement, the Grantee confirms that he has received a copy of the Plan.

SECTION 6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement, the Chairman Agreement, and the Plan contain the entire understanding and agreement between the Company and the Grantee concerning the Restricted Stock granted hereby and supersede any prior or contemporaneous negotiations and understandings. The Company and the Grantee have made no promises, agreements, conditions, or understandings relating to the Restricted Stock, either orally or in writing, that are not included in this Agreement, the Plan, or the Chairman Agreement.

6.2 Future Service. None of the provisions of this Agreement or the Plan will interfere with or limit the right of the Company to terminate the Grantee's service as Chairman pursuant to the terms of the Chairman Agreement.

6.3 Captions. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which when signed by the Company and the Grantee will be deemed an original and all of which together will be deemed the same agreement.

6.5 Notice. Any notice or communication having to do with this Agreement must be given by personal delivery or by certified mail, return receipt requested, addressed, if to the Company, to the principal office of the Company and, if to the Grantee, to the Grantee's last known address on the personnel records of the Company.

6.6 Amendment. This Agreement may be amended by the Company, provided that unless the Grantee consents in writing, the Company cannot amend this Agreement if the amendment will materially change or impair the Grantee's rights under this Agreement and such change is not to the Grantee's benefit. Nevertheless, the Committee shall have the authority to cancel all or any portion of any outstanding restrictions prior to the Vested Date with respect to any or all of the shares of the Restricted Stock awarded on such terms and conditions as the Committee shall deem appropriate.

6.7 Succession and Transfer. Each and all of the provisions of this Agreement are binding upon and inure to the benefit of the Company and the Grantee and their heirs, successors, and assigns. However, neither the Restricted Stock nor this Agreement is transferable prior to the Vested Date other than by will or by the laws of descent and distribution.

6.8 Governing Law. This Agreement shall be governed and construed exclusively in accordance with the law of the State of Delaware applicable to agreements to be performed in the State of Delaware to the extent it may apply.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement to be effective as of _____, 2001.

GRANTEE:

- ----------
Michael D. Rose

GAYLORD ENTERTAINMENT COMPANY

By:

Rod Connor, Senior Vice President and
Chief Administrative Officer