UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

FOR ANNUAL AND TRANSITION REPORTS

PURSUANT TO SECTIONS 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

(Mark One)

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

For the fiscal year ended December 31, 2003

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

For the transition period from to

Commission File No. 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)*

Registrant's Telephone Number, Including Area Code:

(615) 316-6000

Securities registered pursuant to Section 12(b) of the Act:

Common Stock — $.01 par value	**New York Stock Exchange**
(Title of Class)	*(Name of Exchange on Which Registered)*

Securities registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

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 ☑ No o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☑

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes ☑ No o

The aggregate market value of the shares of Common Stock held by non-affiliates of the registrant based on the closing price of the Common Stock on the New York Stock Exchange as of June 30, 2003 was approximately $469,046,421.

(APPLICABLE ONLY TO CORPORATE REGISTRANTS)

As of March 1, 2004, there were 39,467,814 shares of Common Stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement for the Annual Meeting of Stockholders to be held May 7, 2004 are incorporated by reference into Part III of this Form 10-K.

GAYLORD ENTERTAINMENT COMPANY

2003 FORM 10-K ANNUAL REPORT

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PART I

Throughout this report, we refer to Gaylord Entertainment Company, together with its subsidiaries, as "we," "us," "Gaylord Entertainment," "Gaylord," or the "Company."

Item 1. ***Business***

We are the only hospitality company focused primarily on the large group meetings segment of the lodging market. Our hospitality business includes our Gaylord branded hotels consisting of the Gaylord Opryland Resort & Convention Center in Nashville, Tennessee, the Gaylord Palms Resort & Convention Center near Orlando, Florida and the Gaylord Texan Resort & Convention Center near Dallas, Texas (scheduled completion date: April 2004). We also own and operate the Radisson Hotel at Opryland in Nashville, Tennessee. Driven by our "All-in-One-Place" strategy, our award-winning Gaylord branded hotels incorporate not only high quality lodging, but also significant meeting, convention and exhibition space, superb food and beverage options and retail facilities within a single self-contained property. As a result, our properties provide a convenient and entertaining environment for our convention guests. In addition, our custom-tailored, all-inclusive solutions cater to the unique needs of meeting planners.

In order to strengthen and diversify our hospitality business, on November 20, 2003, we acquired ResortQuest International, Inc. ("ResortQuest") in a stock-for-stock transaction. ResortQuest is a leading provider of vacation condominium and home rental property management services in premier destination resort locations in the United States and Canada, with a branded network of vacation rental properties. ResortQuest currently provides management services to approximately 19,300 vacation rental properties, approximately 17,800 of which are under exclusive management contracts and approximately 1,500 of which are under non-exclusive management contracts.

We also own and operate several attractions in Nashville, including the Grand Ole Opry, a live country music variety show, which is the nation's longest running radio show and an icon in country music. Our local Nashville attractions provide entertainment opportunities for Nashville-area residents and visitors, including our Nashville hotel and convention guests, while adding to our destination appeal.

We were originally incorporated in 1956 and were reorganized in connection with a 1997 corporate restructuring.

Our operations are organized into four principal business segments: (i) Hospitality, which includes our hotel operations; (ii) Opry and Attractions, which includes our Nashville attractions and assets related to the Grand Ole Opry; (iii) ResortQuest; and (iv) Corporate and Other. These four business segments — Hospitality, Opry and Attractions Group, ResortQuest, and Corporate and Other — represented approximately 82%, 14%, 4% and 0%, respectively, of total revenues in the calendar year ended December 31, 2003. Financial information by industry segment and our Gaylord hotel properties as of December 31, 2003 and for each of the three years in the period then ended, appears in Item 6, "Selected Financial Data," and Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," and in the Financial Reporting by Business Segments note (Note 20) to our Consolidated Financial Statements included in this annual report on Form 10-K.

Strategy

Our goal is to become the nation's premier hotel brand serving the meetings and conventions sector and to enhance our business by offering additional vacation and entertainment opportunities to our guests and target consumers. Our Gaylord branded hotels focus on the $86 billion large group meetings market. Our properties and service are designed to appeal to meeting planners who arrange these large group meetings. As a result of the ResortQuest acquisition, we operate a leading provider of vacation, condominium and home rental management services with approximately 19,300 vacation rental properties under management. The Grand Ole Opry is one of the brands best-known by the "country lifestyle" consumer, which we estimate to be approximately 70 million people in the United States.

"All-in-One-Place" Product Offering. Through our "All-in-One-Place" strategy, our Gaylord branded hotels incorporate meeting and exhibition space, signature guest rooms, award-winning food and beverage offerings, fitness facilities and other attractions within a large hotel property so our attendees' needs are met in one location. This strategy creates a better experience for both meeting planners and our guests, while at the same time allowing us to capture a greater share of their event spending. It is through this strategy of a self-contained destination dedicated primarily to the meetings industry that our Gaylord Opryland hotel in Nashville and our Gaylord Palms hotel in Florida claim a place among the leading convention hotels in the country.

Create Customer Rotation Between Our Hotels. In order to further capitalize on our success in Nashville, we opened our Gaylord Palms in January 2002, and are scheduled to open the new Gaylord Texan in April 2004. In 2001, we refocused the efforts of our sales force to capitalize on our expansion and the desires of some of our large group clients to meet in different parts of the country each year. In addition, we establish relationships with new customers as we increase our geographic reach. For example, upon opening the Gaylord Palms, we added new association clients such as the North American Veterinarian Association. There is a significant opportunity to establish strong relationships with new customers and rotate them to our other properties. For example, the National Collegiate Athletic Association ("NCAA") has contracted for approximately 25,000 room nights among our Gaylord branded hotels over the next 5 years.

Leverage Brand Name Awareness. We believe that the Grand Ole Opry is one of the most recognized entertainment brands within the United States. We promote the Grand Ole Opry name through a number of media outlets including our WSM-AM radio station, the Internet, television and performances by the Grand Ole Opry's members, many of whom are renowned country music artists. In addition to these long-standing promotion media, we believe that significant growth opportunities exist through leveraging and extending the Grand Ole Opry brand into other products and markets. As such, we have alliances in place with multiple distribution partners such as Great American Country (GAC) cable television channel, Westwood One Radio Network and Sirius Satellite Radio in an effort to foster brand extension. We are currently exploring additional products, such as television specials and retail products, through which we can capitalize on our brand affinity and awareness. We believe that licensing our brand for products may provide an opportunity to increase revenues and cash flow with relatively little capital investment.

Capitalize on the ResortQuest Acquisition. We believe the combination of Gaylord and ResortQuest has formed a stronger, more diversified hospitality company with the ability to offer a broader range of accommodations to existing and potential customers. We believe that there are significant opportunities to cross-sell hospitality products by offering ResortQuest's vacation properties to our "country lifestyle" consumers and introducing our hotels and "country lifestyle" offerings to ResortQuest's customers. Drawing upon the experience of our combined management teams, we believe that we can more fully develop the ResortQuest brand and take advantage of future growth opportunities through increased scale, improved operational efficiency and access to additional sources of capital. In addition, we have identified a number of cost saving opportunities and synergies, including eliminating redundant functions and optimizing the combined company's infrastructure.

Industry Description

According to *Tradeshow Week*, the large group meetings market generated approximately $86 billion of revenues for the companies that provide services to it. The convention hotel industry is estimated to have generated approximately $15 billion of these revenues. These revenues include event producer total gross sales (which include exhibitor and sponsor expenditures) and attendee "economic impact" (which includes spending on lodging, meals, entertainment and in-city transportation), not all of which we capture. The convention hotels that attract these group meetings typically have at least 25,000 square feet of exhibit space, often have more than 1,000 guest rooms and, on average, contain approximately 119,000 square feet of exhibit space, 94,000 square feet of meeting space and 40 meeting rooms.

The large group meetings market is comprised of approximately one million events annually, of which approximately 80% are corporate meetings and 18% are association meetings. The large majority of these events requires less than 250,000 square feet of exhibit or meeting space, with only 8% requiring over 500,000 square feet. Examples of industries participating in these meetings include health care, home furnishings, computers, sporting goods and recreation, education, building and construction, industrial, agriculture, food and beverage, boats and automotive. Association-sponsored events, which draw a large number of attendees requiring extensive meeting space and room availability, account for over half of total group spending and economic impact. Because associations and trade shows generally select their sites 2 to 5 years in advance, thereby increasing earnings visibility, the convention hotel segment of the lodging industry is more predictable and less susceptible to economic downturns than the general lodging industry.

A number of factors contribute to the success of a convention center hotel, including the following: the availability of sufficient meeting and exhibit space to satisfy large group users; the availability of rooms at competitive prices; access to quality entertainment and food & beverage venues; destination appeal; appropriate regional professional and consumer demographics; adequate loading docks, storage facilities and security; ease of site access via air and ground transportation; and the quality of service provided by hotel staff and event coordinators. The ability to offer as many of these elements within close proximity of each other is important in order to reduce the organizational and logistical planning efforts of the meeting planner. The meeting planner, who acts as an intermediary between the hotel event coordinator and the group scheduling the event, is typically a convention hotel's direct customer. Effective interaction and coordination with meeting planners is key to booking events and generating repeat customers.

Largest Hotel Exhibit Hall Rankings 2003

Facility	City	Total Exhibit Space (sq. ft.)	Number of Meeting Rooms	Total Meeting Space (sq. ft.)
Sands Expo	Las Vegas, NV	1,125,600	146	231,477
Mandalay Bay Resort & Casino	Las Vegas, NV	934,731	121	360,924
Walt Disney World Swan and Dolphin	Lake Buena Vista, FL	329,000	84	248,655
Wyndham Anatole Hotel	Dallas, TX	315,000	73	187,000
Gaylord Opryland Resort & Convention Center	Nashville, TN	288,972	85	300,000
Hyatt Regency Chicago's Riverside Center	Chicago, IL	225,000	71	115,000
MGM Grand Hotel & Conference Center	Las Vegas, NV	210,000	60	315,000
The Westin Diplomat Resort & Spa	Hollywood, FL	209,000	39	60,000
Reno Hilton	Reno, NV	190,000	40	110,000
Gaylord Texan Resort & Convention Center*	Grapevine, TX	179,800	69	180,000
Gaylord Palms Resort & Convention Center	Kissimmee, FL	178,500	61	200,000

Source: the Company; *Tradeshow Week Major Exhibit Hall Directory 2003*

* Scheduled to open in April 2004.

Hospitality

Gaylord Hotels — Strategic Plan. Our goal is to become the nation's premier brand in the meetings and convention sector. To accomplish this, our business strategy is to develop resorts and convention centers in desirable event destinations that are created based in large part on the needs of meeting planners and attendees. Using the slogan "All-in-One-Place," our hotels incorporate meeting, convention and exhibition space with a large hotel property so the attendees never have to leave the location during their meetings.

This concept of a self-contained destination dedicated primarily to the meetings industry has made Gaylord Opryland in Nashville one of the leading convention hotels in the country. In addition to operating Gaylord Opryland, we opened the Gaylord Palms in January 2002. We are scheduled to open our new Gaylord Texan in April 2004, and have the option to purchase land for the development of a hotel in the Washington, D.C. area. We believe that our new convention hotels will enable us to capture additional convention business from groups that currently utilize Gaylord Opryland but must rotate their meetings to other locations due to their attendees' desires to visit different areas. Gaylord also anticipates that our new hotels will capture new group business that currently does not come to the Nashville market and will seek to gain additional business at Gaylord Opryland in Nashville once these groups have experienced a Gaylord hotel in other markets.

Gaylord Opryland Resort and Convention Center — Nashville, Tennessee. Our flagship, Gaylord Opryland in Nashville, is one of the leading convention destinations in the United States. Designed with the lavish gardens and magnificent charm of a glorious Southern mansion, the resort is situated on approximately 172 acres in the Opryland complex. Gaylord Opryland is one of the largest hotels in the United States in terms of number of guest rooms. It also serves as a destination resort for vacationers due to its proximity to the Grand Ole Opry, the General Jackson Showboat, the Springhouse Golf Club (Gaylord's 18-hole championship golf course), and other attractions in the Nashville area. Gaylord Opryland has 2,881 guest rooms, four ballrooms with approximately 121,000 square feet, 85 banquet/meeting rooms, and total dedicated exhibition space of approximately 289,000 square feet. Total meeting, exhibit and pre-function space in the hotel is approximately 600,000 square feet.

Gaylord Palms Resort and Convention Center — Kissimmee, Florida. We opened Gaylord Palms in January 2002. Gaylord Palms has 1,406 signature guest rooms and approximately 360,000 square feet of total meeting and exhibit space. The hotel is situated on a 65-acre site in Osceola County, Florida and is approximately 5 minutes from the main gate of the Walt Disney World® Resort complex. Gaylord Palms has a full-service spa, with 20,000 square feet of dedicated space and 15 treatment rooms. Hotel guests also have golf privileges at the world class Falcon's Fire Golf Club, located a half-mile from the property.

Gaylord Texan Resort and Convention Center — Grapevine, Texas. We began construction on our new Gaylord Texan in June 2000, and the hotel is scheduled to open in April 2004. The 1,511 room hotel and convention center is located eight minutes from the Dallas/ Fort Worth International Airport. Like its sister property in Kissimmee, Florida, our Texas hotel will feature a grand atrium enclosing several acres as well as over 360,000 square feet of pre-function, meeting and exhibition space all under one roof. The property will also include a number of themed restaurants with an additional restaurant located on the point overlooking Lake Grapevine.

Gaylord Hotels Development Plan. In January 2000, we announced plans to develop a Gaylord hotel on property to be acquired on the Potomac River in Prince George's County, Maryland (in the Washington, D.C. market). We have entered into a purchase agreement with respect to the site of our proposed development. The purchase agreement is subject to designated closing conditions and provides for liquidated damages, currently in the amount of $1.0 million, in the event we elect not to purchase the property once the closing conditions have been satisfied. This project is subject to the availability of financing and resolution of certain zoning issues and final approval of Gaylord's board of directors. Gaylord's management is also considering other sites to locate future Gaylord Hotel properties.

Radisson Hotel at Opryland. We also own and operate the Radisson Hotel at Opryland, a Radisson franchise hotel, which is located across the street from Gaylord Opryland. The hotel has 303 rooms and approximately 14,000 square feet of meeting space. In March 2000, we entered into a 20-year franchise agreement with Radisson in connection with the operation of this hotel.

Opry and Attractions Group

The Grand Ole Opry. The Grand Ole Opry, which celebrated its 75th anniversary in 2000, is one of the most widely known platforms for country music in the world. The Opry features a live country music show with performances every Friday and Saturday night, as well as a Tuesday Night Opry on a seasonal basis.

The Opry House, home of the Grand Ole Opry, is located in the Opryland complex. The Grand Ole Opry moved to the Opry House in 1974 from its most famous home in the Ryman Auditorium in downtown Nashville.

Each week, the Grand Ole Opry is broadcast live to millions of country lifestyle consumers on terrestrial radio via Westwood One and WSM-AM, worldwide on the Armed Forces Radio Network, on satellite radio via Sirius Satellite Radio and on television via the Great American Country network and CMT-Canada. The broadcast of the Opry is also streamed on the Internet via www.opry.com and www.wsmonline.com. The show has been broadcast since 1925 on WSM-AM, making it the longest running live radio program in the United States. The television broadcast schedule on the Great American Country network will include 52 weekly telecasts airing on Saturday nights at 8 p.m. EST and repeating three times on weekends and twice on Tuesday evenings. The Grand Ole Opry is also re-aired on 205 radio stations across the country through syndication of "America's Grand Ole Opry Weekend," which is distributed by Westwood One. In addition to performances by members, the Grand Ole Opry presents performances by many other country music artists.

Ryman Auditorium. The Ryman Auditorium, which was built in 1892 and seats approximately 2,300, was recently designated as a National Historic Landmark. The former home of the Grand Ole Opry, the Ryman Auditorium was renovated and re-opened in 1994 for concerts and musical productions. The Grand Ole Opry returns to the Ryman Auditorium periodically, most recently from November 2003 to January 2004. In 2003, the Ryman Auditorium was named "Theatre of the Year" by Pollstar Concert Industry Awards.

The General Jackson Showboat. We operate the General Jackson Showboat, a 300-foot, four-deck paddle wheel showboat, on the Cumberland River, which flows past the Gaylord Opryland complex in Nashville. Its Victorian Theatre can seat 620 people for banquets and 1,000 people for theater-style presentations. The showboat stages Broadway-style shows and other theatrical productions. The General Jackson is one of many sources of entertainment that Gaylord makes available to conventions held at Gaylord Opryland. During the day, it operates cruises, primarily serving tourists visiting the Opryland complex and the Nashville area.

The Springhouse Golf Club. Home to a Senior PGA Tour event from 1994 to 2003 and minutes from Gaylord Opryland, the Springhouse Golf Club was designed by former U.S. Open and PGA Champion Larry Nelson. The 40,000 square-foot antebellum-style clubhouse offers meeting space for up to 450 guests.

The Wildhorse Saloon. Since 1994, we have owned and operated the Wildhorse Saloon, a country music performance venue on historic Second Avenue in downtown Nashville. The three-story facility includes a dance floor of approximately 2,500 square feet, as well as a restaurant and banquet facility that can accommodate up to 2,000 guests.

Corporate Magic. In March 2000, we acquired Corporate Magic, Inc., a company specializing in the production of creative and entertainment events in support of the corporate and meeting marketplace. We believe the event and corporate entertainment planning function of Corporate Magic complements the meeting and convention aspects of our Gaylord Hotels business.

WSM-AM. WSM-AM commenced broadcasting in 1925. The involvement of Gaylord's predecessors with country music dates back to the creation of the radio program that became The Grand Ole Opry, which has been broadcast live on WSM-AM since 1925. WSM-AM is broadcast from the Gaylord Opryland complex in Nashville and has a country music format. WSM-AM is one of the nation's "clear channel" stations, meaning that no other station in a 750-mile radius uses the same frequency for nighttime broadcasts. As a result, the station's signal, transmitted by a 50,000 watt transmitter, can be heard at night in much of the United States and parts of Canada.

On July 21, 2003, we, through our wholly-owned subsidiary Gaylord Investments, Inc., sold the assets primarily used in the operations of WSM-FM and WWTN(FM) to Cumulus Broadcasting, Inc. for $62.5 million in cash, and Gaylord entered into a joint sales agreement with Cumulus for WSM-AM in

exchange for approximately $2.5 million in cash. Under the joint sales agreement with Cumulus, Cumulus will sell all of the commercial advertising on WSM-AM and provide certain sales promotion and billing and collection services relating to WSM-AM, all for a specified fee. The joint sales agreement has a term of five years.

ResortQuest

ResortQuest's rental properties are generally second homes or investment properties owned by individuals who assign to ResortQuest the responsibility of managing, marketing and renting their properties. ResortQuest earns management fees as a percentage of the rental income from each property, but generally has no ownership interest in the properties. In addition to the vacation property management business, ResortQuest offers real estate brokerage services and other rental and property owner services. ResortQuest has also developed an industry leading proprietary vacation rental management software, First Resort Software, with over 900 licenses sold to vacation property management companies.

ResortQuest provides value-added services to both vacationers and property owners. For vacationers, ResortQuest offers the value, convenience and features of a condominium or home while providing many of the amenities and services of a hotel, such as centralized billing, check-in and housekeeping services. For property owners, ResortQuest offers a comprehensive package of marketing, management and rental services designed to enhance rental income and profitability while providing services to maintain the property. Property owners also benefit from ResortQuest's QuestPerks program, which offers benefits such as discounts on lodging, air travel and car rentals. To manage guests' expectations, ResortQuest has developed and implemented a five-tier rating system that segments its property portfolio into five categories: Quest Home, Platinum, Gold, Silver and Bronze.

Utilizing its marketing database, ResortQuest markets its properties through cable television ad campaigns and various other media channels. ResortQuest has significant distribution through ResortQuest.com, its proprietary website offering "real-time" reservations, and its inventory distribution partnerships that include Expedia, Travelocity, Condosaver, retail travel agents, travel wholesalers and others. ResortQuest is constantly enhancing its website to improve the booking experience for leisure travelers. In addition to detailed property descriptions, virtual tours, interior and exterior photos, floor plans and local information, vacationers can search for properties by date, activity, event or location; comparison shop among similar vacation rental units; check for special discounts and promotions; and obtain maps and driving directions.

Corporate and Other

Bass Pro Shops. We own a 19.1% interest in Bass Pro, Inc. Bass Pro, Inc. owns and operates Bass Pro Shops, a retailer of premium outdoor sporting goods and fishing tackle. Bass Pro Shops serves its customers through an extensive mail order catalog operation, a retail center in Springfield, Missouri, and additional retail stores at Opry Mills in Nashville and in various other U.S. locations.

Nashville Predators. As of December 31, 2003, we own a 10.5% interest in the Nashville Hockey Club Limited Partnership, a limited partnership that owns the Nashville Predators, a National Hockey League franchise that began its sixth season in the fall of 2003. In July of 2002 and 2003 respectively, we exercised the first two of our three put options, each of which gives us the right to require that the limited partnership repurchase one-third of its interest in the partnership. To date, the limited partnership has not completed this repurchase. In August 1999, we entered into a Naming Rights Agreement with the limited partnership whereby we purchased the right to name the Nashville Arena the "Gaylord Entertainment Center" and to place certain advertising within the arena. Under the agreement, which has a 20-year term, we are required to make annual payments, beginning at $2,050,000 in the first year and with a 5% escalation each year thereafter, and to purchase a minimum number of tickets to Predators games each year. We contend that we made the payment due under the Naming Rights Agreement by way of set off against obligations owed pursuant to the put option. We currently are in litigation with the Nashville Hockey Club Limited Partnership to resolve the disputes regarding the team ownership and the naming rights for the Gaylord Entertainment Center. See "Legal Proceedings" below.

Viacom. We hold an investment of approximately 11 million shares of Viacom Class B common stock ("Viacom stock"), which was received as the result of the sale of television station KTVT to CBS in 1999 and the subsequent acquisition of CBS by Viacom in 2000. We entered into a secured forward exchange contract related to 10.9 million shares of the Viacom stock in 2000. The secured forward exchange contract protects us against decreases in the fair market value of the Viacom stock, while providing for participation in increases in the fair market value. At December 31, 2003, the fair market value of our investment in the shares of Viacom stock was $480.4 million, or $43.66 per share. The secured forward exchange contract protects the Company against decreases in the fair market value of the Viacom stock by way of a put option at a strike price below $56.05 per share, while providing for participation in increases in the fair market value by way of a call option at a strike price of $75.30 per share, as of December 31, 2003. Future dividend distributions received from Viacom may result in an adjusted call strike price. For any appreciation above $75.30 per share, the Company will participate in the appreciation at a rate of 25.93%. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Implementation of Strategic Direction

During the second quarter of 2001, we hired a new Chairman of the Board and a new Chief Executive Officer. Once the new senior management team was in place, they devoted a significant portion of 2001 to reviewing the many different businesses they inherited when they joined the Company. After significant review, it was determined that, while we had four business segments for financial reporting purposes (Hospitality, Opry and Attractions Group, Media, consisting of our radio stations and other media assets, and Corporate and Other), the future direction of the Company would be based on two core asset groups, which were aligned as follows: (i) Hospitality Core Asset Group: consisting of the Gaylord Hotels and the various attractions that provide entertainment to guests of the hotels and (ii) Opry Core Asset Group: consisting of the Grand Ole Opry, WSM-AM radio, and the Ryman Auditorium.

As a result, it was determined that Acuff-Rose Music Publishing, Word Entertainment, Music Country/ CMT International, Oklahoma RedHawks, Opry Mills, GET Management, WSM-FM and WWTN (FM) were not core assets of the Company, and as a result each has either been sold or otherwise disposed of by the Company as reflected in the following table:

Business Sold	Date	Net Proceeds From Sale (Cash and Other)
		(in millions)
Interest in Oklahoma RedHawks	November 17, 2003	$ 6.0
WSM-FM and WWTN(FM)	July 21, 2003	62.5
Music Country/CMT International	February 25, 2003	3.7
Acuff-Rose Music Publishing	August 27, 2002	157.0
Opry Mills 33.3% Partnership Interest	June 28, 2002	30.8
Word Entertainment	January 4, 2002	84.0
Gaylord Production Company, Gaylord Films, Pandora Films, Gaylord Sports Management Group and Gaylord Event Television	March 9, 2001	42.0(1)

(1) Shortly after the closing, the Oklahoma Publishing Company, or OPUBCO, which purchased these assets, asserted that the Company breached certain representations and warranties in the purchase agreement. The Company entered into settlement negotiations pursuant to which the Company paid OPUBCO an aggregate of $825,000.

Gaylord Digital, Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television, Gaylord Production Company, Z Music and the Opryland River Taxis, also not core assets of the Company, had previously been sold or otherwise disposed of by the Company. Remaining businesses to be sold include the Company's interests in the Nashville Predators and certain miscellaneous real estate

holdings. Management has yet to make a final decision as to whether to sell its minority interest in Bass Pro Shops, which it has determined to be a non-core asset. Following the decision to divest certain businesses, we restructured the corporate organization to streamline operations and remove duplicative costs. The Opryland Hospitality management group was combined with the Corporate management group and all Nashville management employees were consolidated into the Company's Wendell Office Building.

Employees

As of December 31, 2003, we had approximately 7,200 full-time and 2,650 part-time and temporary employees. Of these, approximately 3,650 full-time and 1,020 part-time employees were employed in Hospitality; approximately 300 full-time and 560 part-time employees were employed in Opry and Attractions Group; approximately 3,000 full-time and 1,000 part-time employees were employed in ResortQuest; and approximately 250 full-time and 70 part-time employees were employed in Corporate and Other. After the opening of the Gaylord Texan in April of 2004, it is anticipated that an additional 1,450 employees will be employed in Hospitality. The Company believes its relations with its employees are good.

Competition

Hospitality

The Gaylord Hotel properties compete with numerous other hotels throughout the United States and abroad, particularly the approximately 84 convention hotels located outside of Las Vegas, Nevada that have more than 800 rooms each and a significant amount of meeting and exhibit space. Many of these hotels are operated by companies with greater financial, marketing, and human resources than the Company. We believe that competition among convention hotels is based on, among other things: (i) the hotel's reputation, (ii) the quality of the hotel's facility, (iii) the quality and scope of a hotel's meeting and convention facilities and services, (iv) the desirability of a hotel's location, (v) travel distance to a hotel for meeting attendees, (vi) a hotel facility's accessibility to a recognized airport, (vii) the amount of entertainment and recreational options available in and in the vicinity of the hotel, and (viii) price. Our hotels also compete against municipal convention centers. These include the largest convention centers (e.g., Orlando, Chicago and Atlanta) as well as, for Gaylord Opryland, mid-size convention centers (between 100,000 and 500,000 square feet of meeting space located in second-tier cities).

The hotel business is management and marketing intensive. The Gaylord Hotels compete with other hotels throughout the United States for high quality management and marketing personnel. There can be no assurance that the Company's hotels will be able to attract and retain employees with the requisite managerial and marketing skills.

Opry and Attractions

The Grand Ole Opry and other attractions businesses compete with all other forms of entertainment and recreational activities. The success of the Opry and Attractions group is dependent upon certain factors beyond our control including economic conditions, the amount of available leisure time, transportation cost, public taste, and weather conditions. Our radio station competes with numerous other types of entertainment businesses, and success is often dependent on taste and fashion, which may fluctuate from time to time. WSM-AM competes for advertising revenues with other radio stations in the Nashville market on the basis of formats, ratings, market share, and the demographic makeup of their audience. Advertising rates of WSM-AM are based principally on the size, market share, and demographic profile of its listening audiences. WSM-AM primarily competes for both audience share and advertising revenues and also competes with the Internet, newspapers, billboards, cable networks, local cable channels, and magazines for advertising revenues. Management competence and experience, station frequency signal coverage, network affiliation, effectiveness of programming format, sales effort, and level of customer service are all important factors in determining competitive position. Under a joint sales agreement with

Cumulus, we continue to own and operate WSM-AM, and Cumulus sells all commercial advertising on WSM-AM and provides certain sales promotion and billing and collection services for a specified fee.

ResortQuest

The vacation rental and property management industry is highly competitive and has low barriers to entry. The industry has two distinct customer groups: vacation property renters and vacation property owners. We believe that the principal competitive factors in attracting vacation property renters are:

- market share and visibility;
- quality, cost and breadth of services and properties provided; and
- long-term customer relationships.

The principal competitive factors in attracting vacation property owners are the ability to generate higher rental income and the ability to provide comprehensive management services at competitive prices. ResortQuest competes for vacationers and property owners primarily with over 4,000 individual vacation rental and property management companies that typically operate in a limited geographic area. Some of our competitors are affiliated with the owners or operators of resorts in which such competitors provide their services. Certain of these smaller competitors may have lower overhead cost structures and may be able to provide their services at lower rates.

ResortQuest also competes for vacationers with large hotel and resort companies. Many of these competitors have greater financial resources than we have, enabling them to finance acquisition and development opportunities, to pay higher prices for the same opportunities or to develop and support their own operations. In addition, many of these companies can offer vacationers services not provided by vacation rental and property management companies, and they may have greater name recognition among vacationers. These companies might be willing to sacrifice profitability to capture a greater portion of the market for vacationers or pay higher prices than we would for the same acquisition opportunities. Consequently, we may encounter significant competition in our efforts to achieve our internal and acquisition growth objectives as well as our operating strategies focused on increasing the profitability of our existing and subsequent acquisitions.

Regulation and Legislation

Hospitality

The Gaylord Hotels and the Radisson Hotel at Opryland are subject to certain federal, state, and local governmental regulations including, without limitation, health, safety, and environmental regulations applicable to hotel and restaurant operations. We believe that we are in substantial compliance with such regulations. In addition, the sale of alcoholic beverages by a hotel requires a license and is subject to regulation by the applicable state and local authorities. The agencies involved have the power to limit, condition, suspend, or revoke any such license, and any disciplinary action or revocation could have an adverse effect upon the results of operations of the Company’s Hospitality Group segment.

Opry and Attractions Group

WSM-AM is subject to regulation under the Communications Act of 1934, as amended (the “Communications Act”). Under the Communications Act, the Federal Communications Commission, or FCC, among other things, assigns frequency bands for broadcasting; determines the frequencies, location, and signal strength of stations; issues, renews, revokes, and modifies station licenses; regulates equipment used by stations; and adopts and implements regulations and policies that directly or indirectly affect the ownership, operation, and other practices of broadcasting stations.

Licenses issued for radio stations have terms of eight years. Radio broadcast licenses are renewable upon application to the FCC and in the past have been renewed except in rare cases. Competing applications will not be accepted at the time of license renewal, and will not be entertained at all unless the FCC first

concludes that renewal of the license would not serve the public interest. A station will be entitled to renewal in the absence of serious violations of the Communications Act or the FCC regulations or other violations which constitute a pattern of abuse. The Company is not aware of any reason why its radio station license should not be renewed.

The foregoing is only a brief summary of certain provisions of the Communications Act and FCC regulations. The Communications Act and FCC regulations may be amended from time to time, and the Company cannot predict whether any such legislation will be enacted or whether new or amended FCC regulations will be adopted, or the effect on the Company of any such changes.

ResortQuest

The operations of ResortQuest are subject to various federal, state, local and foreign laws and regulations, including licensing requirements applicable to real estate operations and the sale of alcoholic beverages, laws and regulations relating to consumer protection and local ordinances. Many states have adopted specific laws and regulations which regulate our activities, such as:

- anti-fraud laws;
- real estate and travel services provider license requirements;
- environmental laws;
- telemarketing and consumer privacy laws; and
- the Fair Housing Act.

The agencies involved in enforcing these laws and regulations have the power to limit, condition, suspend, or revoke any such license or activity by ResortQuest, and any disciplinary action or revocation affecting a significant portion of the operations of ResortQuest could have an adverse effect upon the results of operations of ResortQuest.

Additional Information

Our web site address is www.gaylordentertainment.com. Please note that our web site address is provided as an inactive textual reference only. We make available free of charge through our web site the annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the SEC. The information provided on our web site is not part of this report, and is therefore not incorporated by reference unless such information is otherwise specifically referenced elsewhere in this report.

Risk Factors

You should carefully consider the following specific risk factors as well as the other information contained or incorporated by reference in this annual report on Form 10-K as these are important factors, among others, that could cause our actual results to differ from our expected or historical results. It is not possible to predict or identify all such factors. Consequently, you should not consider any such list to be a complete statement of all our potential risks or uncertainties. Some statements in this “Business” section and elsewhere in this annual report on Form 10-K are “forward-looking statements.”

The successful implementation of our business strategy depends on the timely completion of our new Texas hotel, our ability to generate cash flows from our existing operations and other factors.

We have refocused our business strategy on the development of additional resort and convention center hotels in selected locations in the United States; on our attractions properties, including the Grand Ole Opry, which are focused primarily on the country music genre; and our recently acquired ResortQuest vacation rental and property management business. The success of our future operating results depends on

our ability to implement our business strategy by successfully operating Gaylord Opryland and the Gaylord Palms and completing and successfully operating the Gaylord Texan, which is under construction, and by further exploiting our attractions assets and our vacation rental business. Our ability to do this depends upon many factors, some of which are beyond our control. These include:

- our ability to complete the construction of the new Gaylord Texan on schedule and to achieve positive cash flow from operations within the anticipated ramp-up period;
- our ability to generate cash flows from existing operations;
- our ability to hire and retain hotel management, catering and convention-related staff for our hotels and staff for our vacation rental offices;
- our ability to capitalize on the strong brand recognition of certain of our Opry and Attractions assets; and
- the continued popularity and demand for country music.

If we are unable to successfully implement the business strategies described above, our cash flows and net income may be reduced.

Our hotel and convention business and our vacation rental and property management business are subject to significant market risks.

Our ability to continue to successfully operate the Gaylord Opryland, the Gaylord Palms, and the new Gaylord Texan upon its completion, and to operate our ResortQuest vacation rental business, is subject to factors beyond our control which could reduce the revenue and operating income of these properties. These factors include:

- the desirability and perceived attractiveness of the Nashville, Tennessee area; the Orlando, Florida area; and the Dallas, Texas area as tourist and convention destinations;
- adverse changes in the national economy and in the levels of tourism and convention business that would affect our hotels or vacation rental properties we manage;
- the hotel and convention business is highly competitive, and Gaylord Palms is operating, and our new Gaylord Texan hotel will operate, in an extremely competitive market for convention and tourism business;
- our group convention business is subject to reduced levels of demand during the year-end holiday periods, and we may not be able to attract sufficient general tourism guests to offset this seasonality; and
- the vacation rental and property management business is highly competitive and has low barriers to entry, and we compete primarily with local vacation rental and property management companies located in its markets, some of whom are affiliated with the owners or operators of resorts where these competitors provide their services or which may have lower cost structures and may provide their services at lower rates.

Our recent acquisition of ResortQuest International, Inc., which we completed on November 20, 2003, involves substantial risks.

The ResortQuest acquisition involves the integration of two companies that previously have operated independently, which is a complex, costly and time-consuming process. The process of integrating operations could cause an interruption of, or loss of momentum in, the activities of the combined company's business and the loss of key personnel. The diversion of management's attention and any delays or difficulties encountered in connection with the ResortQuest acquisition and the integration of the two companies' operations could harm the business, results of operations, financial condition or prospects of the combined company. In addition, we may be unable to achieve the anticipated cost savings from the

ResortQuest acquisition for many reasons. Gaylord and ResortQuest have incurred substantial expenses, such as legal, accounting and financial advisor fees, in connection with the acquisition.

Unanticipated costs of hotels we open in new markets may reduce our operating income.

As part of our growth plans, we may open or acquire new hotels in geographic areas in which we have little or no operating experience and in which potential customers may not be familiar with our business. As a result, we may have to incur costs relating to the opening, operation and promotion of those new hotel properties that are substantially greater than those incurred in other areas. Even though we may incur substantial additional costs with these new hotel properties, they may attract fewer customers than our existing hotels. As a result, the results of operations at new hotel properties may be inferior to those of our existing hotels. The new hotels may even operate at a loss. Even if we are able to attract enough customers to our new hotel properties to operate them at a profit, it is possible that those customers could simply be moving future meetings or conventions from our existing hotel properties to our new hotel properties. Thus, the opening of a new hotel property could reduce the revenue of our existing hotel properties.

Our hotel development is subject to timing, budgeting and other risks.

We intend to develop additional hotel properties as suitable opportunities arise, taking into consideration the general economic climate. New project development has a number of risks, including risks associated with:

- construction delays or cost overruns that may increase project costs;
- construction defects or noncompliance with construction specifications;
- receipt of zoning, occupancy and other required governmental permits and authorizations;
- development costs incurred for projects that are not pursued to completion;
- so-called acts of God such as earthquakes, hurricanes, floods or fires that could delay the development of a project;
- the availability and cost of capital; and
- governmental restrictions on the nature or size of a project or timing of completion.

In particular, the terms of our new revolving credit facility require us to achieve substantial completion and initial opening of the Gaylord Texan by June 30, 2004. Our development projects may not be completed on time or within budget.

Our real estate investments are subject to numerous risks.

Because we own hotels and attractions properties, we are subject to the risks that generally relate to investments in real property. The investment returns available from equity investments in real estate depend in large part on the amount of income earned and capital appreciation generated by the related properties, as well as the expenses incurred. In addition, a variety of other factors affect income from properties and real estate values, including governmental regulations, insurance, zoning, tax and eminent domain laws, interest rate levels and the availability of financing. For example, new or existing real estate zoning or tax laws can make it more expensive and/or time-consuming to develop real property or expand, modify or renovate properties. When interest rates increase, the cost of acquiring, developing, expanding or renovating real property increases and real property values may decrease as the number of potential buyers decreases. Similarly, as financing becomes less available, it becomes more difficult both to acquire and to sell real property. Finally, governments can, under eminent domain laws, take real property. Sometimes this taking is for less compensation than the owner believes the property is worth. Any of these factors could have a material adverse impact on our results of operations or financial condition. In addition, equity real estate investments, such as the investments we hold and any additional properties that we may

acquire, are relatively difficult to sell quickly. If our properties do not generate revenue sufficient to meet operating expenses, including debt service and capital expenditures, our operating income will be reduced.

Our hotel and vacation rental properties are concentrated geographically and our revenues and operating income could be reduced by adverse conditions specific to our property locations.

Our existing hotel properties are located predominately in the southeastern United States. As a result, our business and our financial operating results may be materially affected by adverse economic, weather or business conditions in the Southeast. In addition, our ResortQuest vacation rental business manages properties that are significantly concentrated in beach and island resorts located in Florida and Hawaii and mountain resorts located in Colorado. Adverse events or conditions which affect these areas in particular, such as economic recession, changes in regional travel patterns, extreme weather conditions or natural disasters, may have an adverse impact on our ResortQuest operations.

Hospitality companies have been the target of class actions and other lawsuits alleging violations of federal and state law.

Our operating income may be reduced by legal or governmental proceedings brought by or on behalf of our employees or customers. In recent years, a number of hospitality companies have been subject to lawsuits, including class action lawsuits, alleging violations of federal and state law regarding workplace and employment matters, discrimination and similar matters. A number of these lawsuits have resulted in the payment of substantial damages by the defendants. Similar lawsuits have been instituted against us from time to time, and we cannot assure you that we will not incur substantial damages and expenses resulting from lawsuits of this type, which could have a material adverse effect on our business.

Our properties are subject to environmental regulations that could impose significant financial liability on us.

Environmental laws, ordinances and regulations of various federal, state, local and foreign governments regulate certain of our properties and could make us liable for the costs of removing or cleaning up hazardous or toxic substances on, under or in the properties we currently own or operate or those we previously owned or operated. Those laws could impose liability without regard to whether we knew of, or were responsible for, the presence of hazardous or toxic substances. The presence of hazardous or toxic substances, or the failure to properly clean up such substances when present, could jeopardize our ability to develop, use, sell or rent the real property or to borrow using the real property as collateral. If we arrange for the disposal or treatment of hazardous or toxic wastes, we could be liable for the costs of removing or cleaning up wastes at the disposal or treatment facility, even if we never owned or operated that facility. Other laws, ordinances and regulations could require us to manage, abate or remove lead- or asbestos-containing materials. Similarly, the operation and closure of storage tanks are often regulated by federal, state, local and foreign laws. Finally, certain laws, ordinances and regulations, particularly those governing the management or preservation of wetlands, coastal zones and threatened or endangered species, could limit our ability to develop, use, sell or rent our real property.

Any failure to attract, retain and integrate senior and managerial level executives could negatively impact our operations and development of our properties.

During 2001, we appointed a new Chairman and a new Chief Executive Officer and had numerous changes in senior management. Our future performance depends upon our ability to attract qualified senior executives and to retain their services. Our future financial results also will depend upon our ability to attract and retain highly skilled managerial and marketing personnel in our different areas of operation. Competition for qualified personnel is intense and is likely to increase in the future. We compete for qualified personnel against companies with significantly greater financial resources than ours.

We have certain minority equity interests over which we have no significant control, to or for which we may owe significant obligations and for which there is no market, and these investments may not be profitable.

We have certain minority investments which are not liquid and over which we have no rights, or ability, to exercise the direction or control of the respective enterprises. These include our equity interests in Viacom, Bass Pro and the Nashville Predators. When we make these investments, we sometimes extend guarantees related to such investments. For example, in connection with our investment in the Nashville Predators, we agreed to guarantee, severally and jointly with other investors, up to $15.0 million of specified obligations. The ultimate value of each of these investments will be dependent upon the efforts of others over an extended period of time. The nature of our interests and the absence of a market for those interests restricts our ability to dispose of them. Our lack of control over the management of these businesses and the lack of a market to sell our interest in these businesses may cause us to recognize a loss on our investment in these businesses. In addition, we may enter into joint venture arrangements. These arrangements are subject to uncertainties and risks, including those related to conflicting joint venture partner interests and to our joint venture partners failing to meet their financial or other obligations.

We are subject to risks relating to acts of God, terrorist activity and war.

Our operating income may be reduced by acts of God, such as natural disasters or acts of terror, in locations where we own and/or operate significant properties and areas of the world from which we draw a large number of customers. Some types of losses, such as from earthquake, hurricane, terrorism and environmental hazards, may be either uninsurable or too expensive to justify insuring against. Should an uninsured loss or a loss in excess of insured limits occur, we could lose all or a portion of the capital we have invested in a hotel, as well as the anticipated future revenue from the hotel. In that event, we might nevertheless remain obligated for any mortgage debt or other financial obligations related to the property. Similarly, wars (including the potential for war), terrorist activity (including threats of terrorist activity), political unrest and other forms of civil strife as well as geopolitical uncertainty have caused in the past, and may cause in the future, our results to differ materially from anticipated results.

We face risks related to an SEC investigation.

In March 2003, we restated our historical financial statements for 2000, 2001 and the first nine months of 2002 to reflect certain non-cash changes, which resulted primarily from a change to our income tax accrual and a change in the manner in which we accounted for our investment in the Nashville Predators. We have been advised by the SEC staff that it is conducting a formal investigation into the financial results and transactions that were the subject of our restatement. The SEC staff is reviewing documents provided by us and our independent accountants and has taken or will take testimony from former and current employees of the Company. We have been cooperating with the SEC staff and intend to continue to do so. Nevertheless, if the SEC makes a determination adverse to us, we may face sanctions, including, but not limited to, monetary penalties and injunctive relief.

The hospitality industry and the vacation and property management industry are heavily regulated, including with respect to food and beverage sales, real estate brokerage licensing, employee relations and construction concerns, and compliance with these regulations could increase our costs and reduce our revenues and profits.

Our hotel operations are subject to numerous laws, including those relating to the preparation and sale of food and beverages, liquor service and health and safety of premises. Our vacation rental operations are also subject to licensing requirements applicable to real estate operations, laws and regulations relating to consumer protection and local ordinances. We are also subject to laws regulating our relationship with our employees in areas such as hiring and firing, minimum wage and maximum working hours, overtime and working conditions. The success of expanding our hotel operations also depends upon our obtaining necessary building permits and zoning variances from local authorities. Compliance with these laws is time intensive and costly and may reduce our revenues and operating income.

If vacation rental property owners do not renew a significant number of property management contracts, revenues and operating income from our ResortQuest vacation rental business would be reduced.

Through our ResortQuest vacation rental business, we provide rental and property management services to property owners pursuant to management contracts, which generally have one-year terms. The majority of such contracts contain automatic renewal provisions but also allow property owners to terminate the contract at any time. If property owners do not renew a significant number of management contracts or if we are unable to attract additional property owners, revenues and operating income for our ResortQuest business may be reduced. In addition, although most of its contracts are exclusive, industry standards in certain geographic markets dictate that rental services be provided on a non-exclusive basis.

Our substantial debt could reduce our cash flow and limit our future business activities.

We currently have a significant amount of debt. As of December 31, 2003, we had $548.8 million of total debt, and stockholders' equity of $904.5 million. Our substantial amount of debt could have important consequences to you. For example, it could:

- make it more difficult for us to satisfy our obligations under our existing indebtedness;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to make interest and principal payments on our debt, thereby limiting the availability of our cash flow to fund future capital expenditures, working capital and other general corporate requirements;
- limit our flexibility in planning for, or reacting to, changes in our business and the hospitality industry, which may place us at a competitive disadvantage compared with competitors that are less leveraged; and
- limit our ability to borrow additional funds, even when necessary to maintain adequate liquidity.

In addition, the terms of our Nashville hotel loan, our new revolving credit facility and the indenture governing our 8% senior notes allow us to incur substantial amounts of additional debt subject to certain limitations. Any such additional debt could increase the risks associated with our substantial leverage. Our substantial leverage is evidenced by our earnings being insufficient to cover fixed charges by $71.8 million, $37.8 million and $167.3 million for the years ended December 31, 2003, 2001 and 2000.

To service our debt and pay other obligations, we will require a significant amount of cash, which may not be available to us.

Our ability to make payments on, or repay or refinance, our debt, including any future debt we may incur, and to fund planned capital expenditures will depend largely upon our future operating performance and our ability to generate cash from operations. Our future performance, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. In addition, our ability to borrow funds in the future to make payments on our debt will depend on the satisfaction of the covenants in our Nashville hotel loan and our new revolving credit facility and our other debt agreements, including the indenture governing our 8% senior notes due 2013 and other agreements we may enter into in the future. Specifically, we will need to maintain certain financial ratios and complete construction of the Gaylord Texan in Grapevine, Texas in 2004. Our business may not generate sufficient cash flow from operations or we may not have future borrowings available to us under our new revolving credit facility or from other sources in an amount sufficient to enable us to pay our debt, or to fund our other liquidity needs.

In addition, we will be required to refinance our Nashville hotel loan ($199.2 million outstanding as of December 31, 2003), which matures in 2004, subject to extension to 2006, and our new revolving credit facility which matures in 2006. At the expiration of the secured forward exchange contract relating to shares of Viacom stock we own, we will be required to incur additional debt or use any cash on hand to pay the estimated $156.0 million deferred tax payable at that time. We cannot assure you that we will be

able to refinance any of our debt, including our Nashville hotel loan and our new revolving credit facility or finance the deferred taxes on our Viacom stock on commercially reasonable terms or at all. If we were unable to make payments or refinance our debt or obtain new financing under these circumstances, we would have to consider other options, such as:

- sales of assets;
- sales of equity; and/or
- negotiations with our lenders to restructure the applicable debt.

Our credit agreements, the indenture governing our 8% senior notes and the indenture governing any future debt securities we issue may restrict, or market or business conditions may limit, our ability to do some of these things.

The agreements governing our debt, including our 8% senior notes due 2013 and our senior secured loans, contain various covenants that limit our discretion in the operation of our business and could lead to acceleration of debt.

Our existing agreements, including our new revolving credit facility, our Nashville hotel loan and our 8% senior notes, impose, and future financing agreements are likely to impose, operating and financial restrictions on our activities. These restrictions require us to comply with or maintain certain financial tests and ratios, including minimum consolidated net worth, minimum interest coverage ratio and maximum leverage ratios, and limit or prohibit our ability to, among other things:

- incur additional debt and issue preferred stock;
- create liens;
- redeem and/or prepay certain debt;
- pay dividends on our stock to our stockholders or repurchase our stock;
- make certain investments;
- enter new lines of business;
- engage in consolidations, mergers and acquisitions;
- make certain capital expenditures; and
- require our subsidiaries to pay dividends and make other distributions to us.

These restrictions on our ability to operate our business could seriously harm our business by, among other things, limiting our ability to take advantage of financing, merger and acquisition and other corporate opportunities. In addition, our new revolving credit facility requires us to meet certain conditions relating to the Gaylord Texan in Grapevine, Texas by June 30, 2004. In particular, we are required to achieve substantial completion and initial opening of the Gaylord Texan by June 30, 2004. Failure to meet these conditions on schedule could result in a default and acceleration of any borrowings under our new revolving credit facility.

Various risks, uncertainties and events beyond our control could affect our ability to comply with these covenants and maintain these financial tests and ratios. Failure to comply with any of the covenants in our existing or future financing agreements could result in a default under those agreements and under other agreements containing cross-default provisions. A default would permit lenders to accelerate the maturity for the debt under these agreements and to foreclose upon any collateral securing the debt. Under these circumstances, we might not have sufficient funds or other resources to satisfy all of our obligations. In addition, the limitations imposed by financing agreements on our ability to incur additional debt and to take other actions might significantly impair our ability to obtain other financing.

Fluctuations in our operating results and other factors may result in decreases in our stock price.

In recent periods, the market price for our common stock has fluctuated substantially. From time to time, there may be significant volatility in the market price of our common stock. We believe that the current market price of our common stock reflects expectations that we will be able to continue to operate our existing hotels profitably and to develop new hotel properties profitably. If we are unable to accomplish this, investors could sell shares of our common stock at or after the time that it becomes apparent that the expectations of the market may not be realized, resulting in a decrease in the market price of our common stock. In addition to our operating results, the operating results of other hospitality companies, changes in financial estimates or recommendations by analysts, adverse weather conditions, increased construction costs, changes in general conditions in the economy or the financial markets or other developments affecting us or our industry, such as the recent terrorist attacks, could cause the market price of our common stock to fluctuate substantially. In recent years, the stock market has experienced extreme price and volume fluctuations. This volatility has had a significant effect on the market prices of securities issued by many companies for reasons unrelated to their operating performance.

Executive Officers of the Registrant

The following table sets forth certain information regarding the executive officers of the Company as of December 31, 2003. All officers serve at the discretion of the Board of Directors.

Name	Age	Position
Michael D. Rose	62	Chairman of the Board of Directors
Colin V. Reed	56	President and Chief Executive Officer
David C. Kloeppel	34	Executive Vice President and Chief Financial Officer
Jay D. Sevigny	44	Executive Vice President and Chief Operating Officer, Gaylord Hotels
John P. Caparella	46	Senior Vice President and General Manager, Gaylord Palms Resort and Convention Center
James S. Olin	44	Executive Vice President and Chief Executive Officer, ResortQuest
Carter R. Todd	46	Senior Vice President, Secretary and General Counsel
Rod Connor	51	Senior Vice President and Chief Administrative Officer

The following is additional information with respect to the above-named executive officers.

Michael D. Rose has served as Chairman of the Board of the Company since April 2001. Prior to that time, he was a private investor, and prior to December 1997, he was Chairman of the Board of Promus Hotel Corporation, Memphis, Tennessee, a franchiser and operator of hotel brands. Prior to January 1997, Mr. Rose was also Chairman of the Board of Harrah's Entertainment, Inc., an owner and manager of casinos in the United States. Mr. Rose is also a director of five other public companies, Darden Restaurants, Inc., an owner and operator of casual dining restaurants, FelCor Lodging Trust, Inc., a hotel real estate investment trust, First Tennessee National Corporation, a bank holding company, General Mills, Inc., a producer of packaged consumer foods, and Stein Mart, Inc. an owner and operator of retail apparel stores.

Colin V. Reed was elected President and Chief Executive Officer and a director of the Company in April 2001. Prior to that time, he was a member of the three-executive Office of the President of Harrah's Entertainment since May 1999 and the Chief Financial Officer of Harrah's Entertainment since April 1997. Mr. Reed was a director of Harrah's Entertainment from 1998 to May 2001. He was Executive Vice President of Harrah's Entertainment from September 1995 to May 1999 and has served in several other management positions with Harrah's Entertainment and its predecessor, Holiday Corp., since 1977. As part of his duties at Harrah's Entertainment, Mr. Reed served as a director and Chairman of the Board of JCC Holding Company, an entity in which Harrah's Entertainment held a minority interest. On January 4,

2001, JCC Holding Company filed a petition for reorganization relief under Chapter 11 of the United States Bankruptcy Code. Mr. Reed is a director of Rite Aid Corporation, an owner and operator of retail drugstores.

David C. Kloeppel is the Company's Executive Vice President and Chief Financial Officer. Prior to joining the Company in September of 2001, Mr. Kloeppel worked in the Mergers and Acquisitions Department at Deutsche Bank in New York, where he was responsible for that department's activities in the lodging, leisure and real estate sectors. Mr. Kloeppel earned an MBA from Vanderbilt University's Owen Graduate School of Management, graduating with highest honors. He received his bachelor of science degree from Vanderbilt University, majoring in economics.

Jay D. Sevigny is Executive Vice President of the Company and Chief Operating Officer, Gaylord Hotels, positions he has held since January 2004. From February 2002 until December 2003, Mr. Sevigny served as President of the Company's Gaylord Opryland Resort and Convention Center in Nashville. Mr. Sevigny was hired in October 2001 as the Senior Vice President in charge of the Company's Marketing and Attractions. Prior to joining the Company, Mr. Sevigny worked in different capacities for Harrah's Entertainment, most recently as Division President Hotel/ Casino in Las Vegas during 2000 and 2001, and as President and Chief Operating Officer of Harrah's New Orleans casino operations from 1998 to 2000. From 1997 to 1998, Mr. Sevigny was President of Midwest Operations for Station Casino in Kansas City, Missouri. Mr. Sevigny has a finance degree from the University of Nevada and is enrolled in the Executive MBA Program at Vanderbilt University's Owen Graduate School of Management.

John P. Caparella is a Senior Vice President of the Company and the General Manager of Gaylord Palms Resort and Convention Center, positions he has held since joining the Company in November 2000. Prior to such time, Mr. Caparella served as Executive Vice President, Planning, Development and Administration and President of PlanetHollywood.com for Planet Hollywood International, Inc., a creator and developer of consumer brands relating to movies, sports and other entertainment-based themes, in Orlando, Florida since September 1997. Before joining Planet Hollywood, Mr. Caparella was with ITT Sheraton, an owner and operator of hotel brands, for 17 years in convention, resort, business and 4-star luxury properties, as well as ITT Sheraton's corporate headquarters. Mr. Caparella is a graduate of the State University of New York at Delhi.

James S. Olin has served as Executive Vice President of the Company and Chief Executive Officer of the Company's ResortQuest subsidiary since the Company's acquisition of ResortQuest International, Inc. in November 2003. Prior to such time, Mr. Olin was Chief Executive Officer and President of ResortQuest, positions he had held since October 2002 and April 2002, respectively. Mr. Olin held the position of Executive Vice President and Chief Operating Officer of ResortQuest from January 2000 until April 2002. Mr. Olin was formerly President of Abbott Resorts, Inc., one of the predecessor entities of ResortQuest, from 1992 to January 2000. Mr. Olin's employment with the Company ended on March 10, 2004.

Carter R. Todd joined Gaylord Entertainment Company in July 2001 as the Company's Senior Vice President, General Counsel and Secretary. Prior to that time, he was a Corporate and Securities partner in the Nashville office of the regional law firm Baker, Donelson, Bearman & Caldwell. Mr. Todd has practiced law in Nashville since 1982 and is a graduate of Vanderbilt University School of Law and Davidson College.

Rod Connor is Senior Vice President and Chief Administrative Officer of the Company, a position he has held since September 2003. From January 2002 to September 2003, he was Senior Vice President of Risk Management and Administration. From December 1997 to January 2002, Mr. Connor was Senior Vice President and Chief Administrative Officer. From February 1995 to December 1997, he was the Vice President and Corporate Controller of the Company. Mr. Connor has been an employee of the Company for over 30 years.

Item 2. ***Properties***

We own our executive offices and headquarters located at One Gaylord Drive, Nashville, Tennessee, which consists of a four-story office building comprising approximately 80,000 square feet. We own the land and improvements that comprise the Opryland complex in Nashville, Tennessee, which are composed of the properties described below. We also own the former offices and television studios of TNN and CMT, all of which are located within the Opryland complex and contain approximately 84,000 square feet of space. These facilities were previously leased to CBS through September 30, 2002. Gaylord believes that its present facilities for each of its business segments are generally well maintained.

Hospitality

The Opryland complex includes the site of Gaylord Opryland (approximately 172 acres). In connection with our Nashville hotel loan, a first mortgage lien was granted on Gaylord Opryland, including the site on which it stands. Gaylord has leased a 65-acre tract in Osceola County, Florida, on which Gaylord Palms is located pursuant to a 75 year ground lease with a 24 year renewal option. Gaylord has granted a leasehold mortgage to the lender under its revolving credit facility. Gaylord has acquired approximately 100 acres in Grapevine, Texas, through ownership (approximately 75 acres) and ground lease (approximately 25 acres), on which the Gaylord Texan in Grapevine, Texas is being constructed.

Opry and Attractions

We own the General Jackson Showboat's docking facility and the Opry House, both of which are located within the Opryland complex. We also own the Springhouse Golf Club, an 18-hole golf course situated on over 200 acres and the 6.7-acre site of the Radisson Hotel at Opryland, both of which are located near the Opryland complex. In downtown Nashville, we own the Ryman Auditorium and the Wildhorse Saloon dance hall and production facility. We own WSM Radio's offices and studios, which are also located within the Opryland complex.

ResortQuest

ResortQuest has approximately 200 properties in over 50 locations in 17 states in the U.S. and one province in Canada. These properties consist principally of offices and maintenance, laundry and storage facilities. We own approximately 40 of these facilities and lease approximately 160 properties. We consider all of these owned and leased properties to be suitable and adequate for the conduct of our business.

Item 3. ***Legal Proceedings***

We are a party to the lawsuit styled *Nashville Hockey Club Limited Partnership v. Gaylord Entertainment Company,* Case No. 03-1474, now pending in the Chancery Court for Davidson County, Tennessee. In its complaint for breach of contract, Nashville Hockey Club Limited Partnership alleged that we failed to honor our payment obligation under a Naming Rights Agreement for the multi-purpose arena in Nashville known as the Gaylord Entertainment Center. Specifically, Plaintiff alleged that we failed to make a semi-annual payment to Plaintiff in the amount of $1,186,565.50 when due on January 1, 2003 and in the amount of $1,245,894 when due on July 1, 2003. We contended that we effectively fulfilled our obligations due under the Naming Rights Agreement by way of set off against obligations owed by Plaintiff to CCK Holdings, LLC ("CCK") under a "put option" CCK exercised pursuant to the Partnership Agreement between CCK and Plaintiff. CCK has assigned the proceeds of its put option to us. We vigorously contested this case by filing an answer and counterclaim denying any liability to Plaintiff, specifically alleging that all payments due to Plaintiff under the Naming Rights Agreement had been paid in full and asserting a counterclaim for amounts owing on the put option under the Partnership Agreement. Plaintiff filed a motion for summary judgment which was argued on February 6, 2004, and on March 10, 2004 the Chancellor granted the Plaintiff's motion, requiring us to make payments (including $4.1 million payable to date) under the Naming Rights Agreement in cash and finding that conditions to the satisfaction of our put option have not been met. Gaylord intends to appeal this decision and continue to vigorously assert its

rights in this litigation. Because we continued to recognize the expense under the Naming Rights Agreement, payment of the accrued amounts under the Naming Rights Agreement will not affect our results of operation.

One of our ResortQuest subsidiaries is a party to the lawsuit styled *Awbrey et al. v. Abbott Realty Services, Inc.*, Case No. 02-CA-1203, now pending in the Okaloosa County, Florida Circuit Court. The plaintiffs are owners of 16 condominium units at the Jade East condominium development in Destin, Florida, and they have filed suit alleging, among other things, nondisclosure and misrepresentation by our real estate sales agents in the sale of Plaintiffs' units. Plaintiffs seek unspecified damages and a jury trial. We have filed pleadings denying the Plaintiffs' allegations and asserting several affirmative defenses, among them that the claims of the Plaintiffs have been released in connection with the April 2001 settlement of a 1998 lawsuit filed by the Jade East condominium owners association against the original condominium's developer. We have also filed a motion for summary judgment which has been set for hearing in May 2004. At this stage it is difficult to ascertain the likelihood of an unfavorable outcome. The damages sought by each Plaintiff are in excess of $200,000, making the total exposure to the sixteen unit owners in excess of $3.2 million. Those damages are disputed by the Company as overstated and unproven, and we intend to vigorously defend this case.

We maintain various insurance policies, including general liability and property damage insurance, as well as workers' compensation, business interruption, and other policies, which we believe provide adequate coverage for the risks associated with our range of operations. Various of our subsidiaries are involved in lawsuits incidental to the ordinary course of their businesses, such as personal injury actions by guests and employees and complaints alleging employee discrimination. We believe that we are adequately insured against these claims by our existing insurance policies and that the outcome of any pending claims or proceedings will not have a material adverse effect on our financial position or results of operations.

We may have potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA" or "Superfund"), for response costs at two Superfund sites. The liability relates to properties formerly owned by our predecessor. In 1991, OPUBCO assumed these liabilities and agreed to indemnify us for any losses, damages, or other liabilities incurred by it in connection with these matters. We believe that OPUBCO's indemnification will fully cover our Superfund liabilities, if any, and that, based on our current estimates of these liabilities, OPUBCO has sufficient financial resources to fulfill its indemnification obligations.

Item 4. ***Submission of Matters to a Vote of Security Holders***

The Company held a Special Meeting of Stockholders on November 18, 2003 (the "Special Meeting") to: (i) approve the issuance of shares of common stock under the Agreement and Plan of Merger dated as of August 4, 2003, by and among the Company, GET Merger Sub, Inc. and ResortQuest ("Proposal 1"), and (ii) adjourn the Special Meeting to a later date, if necessary, to solicit additional proxies if there were not sufficient votes in favor of Proposal 1 ("Proposal 2"). The following table sets forth the number of votes cast for, against, and withheld/abstained with respect to each of the proposals, both of which were approved at the Special Meeting:

Number of votes cast for Proposal 1:	23,024,828
Number of votes cast against Proposal 1:	438,628
Number of abstentions:	4,913,371
Number of votes cast for Proposal 2:	19,498,922
Number of votes cast against Proposal 2:	3,878,810
Number of abstentions:	4,999,114

PART II

Item 5. ***Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities***

The Company's common stock is listed on the New York Stock Exchange under the symbol "GET". The following table sets forth, for the calendar quarters indicated, the high and low sales prices for our common stock as reported by the NYSE for the last two years:

	2003		2002	
	High	Low	High	Low
First Quarter	$21.02	$16.55	$26.98	$22.10
Second Quarter	24.44	17.10	29.26	21.76
Third Quarter	26.24	17.70	23.05	17.90
Fourth Quarter	30.60	24.55	21.35	16.16

There were approximately 2,302 record holders of our common stock as of March 1, 2004.

We have not paid dividends on our common stock during the 2002 or 2003 fiscal years. We do not presently intend to declare any cash dividends. We intend to retain our earnings to fund the operation of our business, to service and repay our debt, and to make strategic investments as they arise. Moreover, the terms of our debt contain covenants that restrict our ability to pay dividends. Our Board of Directors may reevaluate this dividend policy in the future in light of our results of operations, financial condition, cash requirements, future prospects, loan agreements and other factors deemed relevant by our Board.

The following table includes information about our stock option plans as of December 31, 2003:

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
		(in thousands, except per share data)	
Equity compensation plans approved by security holders	3,743,617	$24.88	2,113,252
Equity compensation plans not approved by security holders(1)	—	—	—

(1) In connection with our acquisition of ResortQuest on November 20, 2003, we assumed the obligations of ResortQuest under its Amended and Restated 1998 Long-Term Incentive Plan. As of December 31, 2003, there were 416,292 shares of our common stock reserved for issuance upon the exercise of options previously granted under this stock option plan. No additional options to purchase our common stock will be issued under this plan.

Item 6. ***Selected Financial Data***

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

SELECTED FINANCIAL DATA

The following selected historical financial information of Gaylord and its subsidiaries as of December 31, 2003, 2002 and 2001 and for each of the three years in the period ended December 31, 2003 was derived from our audited consolidated financial statements. The selected financial information as of December 31, 2000 and 1999 and for each of the two years in the period ended December 31, 2000 was derived from previously issued audited consolidated financial statements adjusted for unaudited revisions for discontinued operations. The information in the following table should be read in conjunction with our consolidated financial statements and related notes included herein.

	Years Ended December 31,				
	2003	2002	2001	2000	1999
INCOME STATEMENT DATA:					
Revenues:					
Hospitality	$369,263	$339,380	$228,712	$ 237,260	$239,248
Opry and Attractions	61,433	65,600	67,064	69,283	97,839
ResortQuest	17,920	—	—	—	—
Corporate and Other	184	272	290	64	5,318
Total revenues	448,800	405,252	296,066	306,607	342,405
Operating expenses:					
Operating costs	276,937	254,583	201,299	210,018	220,088
Selling, general and administrative	117,178	108,732	67,212	89,052	74,004
Preopening costs(1)	11,562	8,913	15,927	5,278	1,892
Gain on sale of assets(2)	—	(30,529)	—	—	—
Impairment and other charges	856(6)	—	14,262(6)	75,660(6)	—
Restructuring charges	—	(17)(4)	2,182(4)	12,952(4)	2,786(4)
Merger costs	—	—	—	—	(1,741)(9)
Depreciation and amortization:					
Hospitality	46,536	44,924	25,593	24,447	22,828
Opry and Attractions	5,129	5,778	6,270	13,955	11,159
ResortQuest	1,186	—	—	—	—
Corporate and Other	6,099	5,778	6,542	6,257	6,870
Total depreciation and amortization	58,950	56,480	38,405	44,659	40,857
Total operating expenses	465,483	398,162	339,287	437,619	337,886
Operating income (loss):					
Hospitality	42,347	25,972	34,270	45,478	43,859
Opry and Attractions	(600)	1,596	(5,010)	(44,413)(8)	(8,183)
ResortQuest	(2,616)	—	—	—	—
Corporate and Other	(43,396)	(42,111)	(40,110)	(38,187)	(28,220)
Preopening costs(1)	(11,562)	(8,913)	(15,927)	(5,278)	(1,892)
Gain on sale of assets(2)	—	30,529	—	—	—
Impairment and other charges	(856)(6)	—	(14,262)(6)	(75,660)(6)	—
Restructuring charges	—	17(4)	(2,182)(4)	(12,952)(4)	(2,786)(4)
Merger costs	—	—	—	—	1,741(9)
Total operating income (loss)	(16,683)	7,090	(43,221)	(131,012)	4,519

	Years Ended December 31,				
	2003	2002	2001	2000	1999
Interest expense, net of amounts capitalized	(52,804)	(46,960)	(39,365)	(30,307)	(15,047)
Interest income	2,461	2,808	5,554	4,046	5,922
Unrealized gain (loss) on Viacom stock	39,831	(37,300)	782	—	—
Unrealized (loss) gain on derivatives, net	(33,228)	86,476	54,282	—	—
Other gains and losses	2,209	1,163	2,661	(3,514)	586,371(10)(11)
Income (loss) from continuing operations before income taxes	(58,214)	13,277	(19,307)	(160,787)	581,765
Provision (benefit) for income taxes	(24,669)	1,318	(9,142)	(52,331)	172,831
Income (loss) from continuing operations	(33,545)	11,959	(10,165)	(108,456)	408,934
Gain (loss) from discontinued operations, net of taxes(3)	34,371	85,757	(48,833)	(47,600)	(15,280)
Cumulative effect of accounting change, net of taxes	—	(2,572)(5)	11,202(7)	—	—
Net income (loss)	$ 826	$ 95,144	$(47,796)	$(156,056)	$393,654
Income (loss) per share:					
Income (loss) from continuing operations	$ (0.97)	$ 0.36	$ (0.30)	$ (3.25)	$ 12.42
Income (loss) from discontinued operations	0.99	2.54	(1.45)	(1.42)	(0.46)
Cumulative effect of accounting change	—	(0.08)	0.33	—	—
Net income (loss)	$ 0.02	$ 2.82	$ (1.42)	$ (4.67)	$ 11.96
Income (loss) per share-assuming dilution:					
Income (loss) from continuing operations	$ (0.97)	$ 0.36	$ (0.30)	$ (3.25)	$ 12.31
Income (loss) from discontinued operations	0.99	2.54	(1.45)	(1.42)	(0.46)
Cumulative effect of accounting change	—	(0.08)	0.33	—	—
Net income (loss)	$ 0.02	$ 2.82	$ (1.42)	$ (4.67)	$ 11.85
Dividends per share	$ —	$ —	$ —	$ —	$ 0.80

	As of December 31,				
	2003	2002	2001	2000	1999
BALANCE SHEET DATA:					
Total assets	$2,577,263	$2,178,691(10)	$2,177,644(10	) $1,930,805(1	0) $1,741,215
Total debt	548,759(12)	340,638(12)	468,997(12)	175,500	297,500
Secured forward exchange contract	613,054(10)	613,054(10)	613,054(10)	613,054(10)	—
Total stockholders' equity	904,509	787,579	696,988	765,937	1,007,149

(1) Preopening costs are related to the Gaylord Palms and the new Gaylord Texan hotel under construction in Grapevine, Texas. Gaylord Palms opened in January 2002 and the Gaylord Texan is anticipated to open in April 2004.

(2) During 2002, the Company sold its one-third interest in the Opry Mills Shopping Center in Nashville, Tennessee and the related land lease interest between the Company and the Mills Corporation.

(3) In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". In accordance with the provisions of SFAS No. 144, the Company has presented the operating results and financial position of the following businesses as discontinued operations: WSM-FM and WWTN(FM); Word Entertainment; Acuff-Rose Music Publishing; GET Management, the Company's artist management business; Oklahoma RedHawks; the Company's international cable networks; the businesses sold to affiliates of The Oklahoma Publishing Company

consisting of Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television and Gaylord Production Company; and the Company's water taxis.

(4) Related primarily to employee severance and contract termination costs.

(5) Reflects the cumulative effect of the change in accounting method related to adopting the provisions of SFAS No. 142. The Company recorded an impairment loss related to impairment of the goodwill of the Radisson Hotel at Opryland. The impairment loss was $4.2 million, less taxes of $1.6 million.

(6) Reflects the divestiture of certain businesses and reduction in the carrying values of certain assets. The components of the impairment and other charges related to continuing operations for the years ended December 31 are as follows:

	2003	2001	2000
Programming, film and other content	$856	$ 6,858	$ 7,410
Gaylord Digital and other technology investments	—	4,576	48,127
Property and equipment	—	2,828	3,397
Orlando-area Wildhorse Saloon	—	—	15,854
Other	—	—	872
Total impairment and other charges	$856	$14,262	$75,660

(7) Reflects the cumulative effect of the change in accounting method related to recording the derivatives associated with the secured forward exchange contract at fair value as of January 1, 2001, of $18.3 million less a related deferred tax provision of $7.1 million.

(8) Includes operating losses of $27.5 million related to Gaylord Digital, the Company's Internet initiative, and operating losses of $6.1 million related to country record label development, both of which were closed during 2000.

(9) The merger costs relate to the reversal of merger costs associated with the October 1, 1997 merger when TNN and CMT were acquired by CBS.

(10) 1999 results of operations include a pretax gain of $459.3 million on the divestiture of television station KTVT in Dallas-Ft. Worth in exchange for CBS Series B preferred stock (which was later converted into 11,003,000 shares of Viacom, Inc. Class B common stock), $4.2 million of cash, and other consideration. The CBS Series B preferred stock was included in total assets at its market value of $648.4 million at December 31, 1999. The Viacom, Inc. Class B common stock was included in total assets at its market values of $488.3 million, $448.5 million, $485.8 million and $514.4 million at December 31, 2003, 2002, 2001 and 2000, respectively. During 2000, the Company entered into a seven-year forward exchange contract for a notional amount of $613.1 million with respect to 10,937,900 shares of the Viacom, Inc. Class B common stock. Prepaid interest related to the secured forward exchange contract of $91.2 million, $118.1 million, $145.0 million and $171.9 million was included in total assets at December 31, 2003, 2002, 2001 and 2000 respectively.

(11) In 1995, the Company sold its cable television systems. Net proceeds were $198.8 million in cash and a note receivable with a face amount of $165.7 million, which was recorded at $150.7 million, net of a $15.0 million discount. As part of the sale transaction, the Company also received contractual equity participation rights (the "Rights") equal to 15% of the net distributable proceeds from future asset sales. During 1998, the Company collected the full amount of the note receivable and recorded a pretax gain of $15.0 million related to the note receivable discount. During 1999, the Company received cash and recognized a pretax gain of $129.9 million representing the value of the Rights. The proceeds from the note receivable prepayment and the Rights were used to reduce outstanding bank indebtedness.

(12) Related primarily to the construction of the Gaylord Palms and the new Gaylord Texan.

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

Results of Operations for the Three Years Ended December 31, 2003

Our Current Operations

Our operations are organized into four principal businesses:

- Hospitality, consisting of our Gaylord Opryland Resort and Convention Center, our Gaylord Palms Resort and Convention Center, our Radisson Hotel at Opryland and, when opened, our new Gaylord Texan Resort and Convention Center on Lake Grapevine.
- Opry and Attractions, consisting of our Grand Ole Opry assets and our Nashville attractions.
- ResortQuest, consisting of our vacation rental property management business.
- Corporate and Other, consisting of our ownership interests in certain entities including our corporate expenses.

During 2003, 2002, and 2001, we disposed of certain businesses, which have been classified as discontinued operations and are described in more detail below.

During the third quarter of 2003, we completed a sale of the assets primarily used in the operation of WSM-FM and WWTN(FM) (collectively, the "Radio Operations"). The Radio Operations were previously included in a fourth business segment, media, along with WSM-AM. Due to the Radio Operations now being included in discontinued operations, WSM-AM is now grouped in the Opry and Attractions business segment for all periods presented.

The acquisition of ResortQuest was completed on November 20, 2003. The results of operations of ResortQuest for the period November 20, 2003 to December 31, 2003 are included in the results discussed below.

For the years ended December 31, our total revenues from continuing operations were divided among these businesses as follows:

Business	2003	2002	2001
Hospitality	82%	84%	77%
Opry and Attractions	14%	16%	23%
ResortQuest	4%	0%	0%
Corporate and Other	0%	0%	0%

We generate a significant portion of our revenues from our Hospitality business. We believe that we are the only hospitality company focused primarily on the large group meetings and conventions sector of the lodging market. Our strategy is to continue this focus by concentrating on our "All-in-One-Place" self-contained service offerings and by emphasizing customer rotation among our convention properties, while also offering additional vacation and entertainment opportunities to guests and target customers through the Opry and Attractions and ResortQuest businesses.

Our concentration in the hospitality industry, and in particular the large group meetings sector of the hospitality industry, exposes us to certain risks outside of our control. General economic conditions, particularly national and global economic conditions, can affect the number and size of meetings and conventions attending our hotels. Our business is also exposed to risks related to tourism, including terrorist attacks and other global events which affect levels of tourism in the United States and, in particular, the areas of the country in which our properties are located. Competition and the desirability of the locations in which our hotels and other vacation properties are located are also important risks to our business.

Key Performance Indicators; Hotel Industry Metrics

As a hospitality-based company, our operating results are highly dependent on the volume of customers at our hotels and the quality of the customer mix at our hotels. These factors impact the price we can charge for our hotel rooms and other amenities such as food and beverages and meeting space at the resorts. Key performance indicators related to revenue are:

- hotel occupancy (volume indicator);
- average daily rate ("ADR") (price indicator);
- Revenue per Available Room ("RevPAR") (a summary measure of hotel results calculated by dividing room sales by room nights available to guests for the period); and
- Total Revenue per Available Room ("Total RevPAR") (a summary measure of hotel results calculated by dividing the sum of room sales, food and beverage sales and other ancillary services revenue (which equals hospitality segment revenues) by room nights available to guests for the period).

We recognize revenue from rooms as earned on the close of business each day and from concessions and food and beverage sales at the time of sale. Almost all of our revenues are either cash-based or, for meeting and convention groups meeting our credit criteria, billed and collected on a short-term receivables basis. Our industry is capital intensive, and we rely on the ability of our resorts to generate operating cash flow to repay debt financing, fund maintenance capital expenditures and provide excess cash flow for future development.

Our results of operations are affected by the number and type of group meetings and conventions scheduled to attend our hotels in a given period. We attempt to offset any identified shortfalls in occupancy by creating special events at our hotels or offering incentives to groups in order to attract increased business during this period. A variety of factors can affect the results of any interim period, including the nature and quality of the group meetings and conventions attending our hotels during such period, which have often been contracted for several years in advance, and the level of transient business at our hotels during such period.

Overall Outlook

We have invested heavily in our operations in 2003 and 2002, primarily in connection with the opening of the Gaylord Palms in 2002, the continued construction of the Gaylord Texan in 2003 and the ResortQuest acquisition, which was consummated in November 2003. Subsequent to the expected completion of the Gaylord Texan in April 2004, our investments in 2004 will consist primarily of ongoing capital improvements rather than construction commitments. We believe that the Gaylord Texan will have an impact on our operating results in 2004, given that it is currently expected to be in operation for over eight months of the fiscal year.

We also believe that a full year of operations of our ResortQuest subsidiary will impact our financial results. Only the results of operations of ResortQuest from the period November 20, 2003 to December 31, 2003 have been included in our historical financial results.

As previously announced, we have plans to develop a Gaylord hotel on property to be acquired on the Potomac River in Prince George's County, Maryland (in the Washington, D.C. market), subject to the availability of financing, resolution of certain zoning issues and approval by our Board of Directors. We also are considering other potential sites. The timing and extent of any of these development projects is uncertain.

Selected Financial Information

The following table contains our selected financial information for each of the three years ended December 31, 2003, 2002 and 2001. The table also shows the percentage relationships to total revenues and, in the case of segment operating income, its relationship to segment revenues.

INCOME STATEMENT DATA:

	Years Ended December 31,					
	2003	%	2002	%	2001	%
REVENUES:						
Hospitality	$369,263	82.3	$339,380	83.7	$228,712	77.3
Opry and Attractions	61,433	13.7	65,600	16.2	67,064	22.6
ResortQuest	17,920	4.0	—	—	—	—
Corporate and Other	184	—	272	0.1	290	0.1
Total revenues	448,800	100.0	405,252	100.0	296,066	100.0
OPERATING EXPENSES:						
Operating costs	276,937	61.7	254,583	62.8	201,299	68.0
Selling, general and administrative	117,178	26.1	108,732	26.8	67,212	22.7
Preopening costs	11,562	2.6	8,913	2.2	15,927	5.4
Gain on sale of assets	—	—	(30,529)	(7.5)	—	—
Impairment and other charges	856	0.2	—	—	14,262	4.8
Restructuring charges	—	—	(17)	—	2,182	0.7
Depreciation and amortization:						
Hospitality	46,536	10.4	44,924	11.1	25,593	8.6
Opry and Attractions	5,129	1.1	5,778	1.4	6,270	2.1
ResortQuest	1,186	0.3	—	—	—	—
Corporate and Other	6,099	1.4	5,778	1.4	6,542	2.2
Total depreciation and amortization	58,950	13.1	56,480	13.9	38,405	13.0
Total operating expenses	465,483	103.7	398,162	98.3	339,287	114.6
OPERATING INCOME (LOSS):						
Hospitality	42,347	11.5	25,972	7.7	34,270	15.0
Opry and Attractions	(600)	(1.0)	1,596	2.4	(5,010)	(7.5)
ResortQuest	(2,616)	(14.6)	—	—	—	—
Corporate and Other	(43,396)	(A)	(42,111)	(A)	(40,110)	(A)
Preopening costs	(11,562)	(B)	(8,913)	(B)	(15,927)	(B)
Gain on sale of assets	—	(B)	30,529	(B)	—	(B)
Impairment and other charges	(856)	(B)	—	(B)	(14,262)	(B)
Restructuring charges	—	(B)	17	(B)	(2,182)	(B)
Total operating income (loss)	(16,683)	(3.7)	7,090	1.7	(43,221)	(14.6)
Interest expense, net of amounts capitalized	(52,804)	(C)	(46,960)	(C)	(39,365)	(C)
Interest income	2,461	(C)	2,808	(C)	5,554	(C)
Unrealized gain on Viacom stock and derivatives, net	6,603	(C)	49,176	(C)	55,064	(C)
Other gains and (losses), net	2,209	(C)	1,163	(C)	2,661	(C)
(Provision) benefit for income taxes	24,669	(C)	(1,318)	(C)	9,142	(C)
Gain (loss) on discontinued operations, net	34,371	(C)	85,757	(C)	(48,833)	(C)
Cumulative effect of accounting change, net	—	(C)	(2,572)	(C)	11,202	(C)
Net income (loss)	$ 826	(C)	$ 95,144	(C)	$ (47,796)	(C)

(A) These amounts have not been shown as a percentage of segment revenue because the Corporate and Other segment generates only minimal revenue.

(B) These amounts have not been shown as a percentage of segment revenue because the Company does not associate them with any individual segment in managing the Company.

(C) These amounts have not been shown as a percentage of total revenue because they have no relationship to total revenue.

Summary Financial Results

The following table summarizes our results of operations for the years ended 2003, 2002 and 2001:

	Year Ended December 31,				
	2003	Percentage Change	2002	Percentage Change	2001
	(In thousands, except percentages and per share data)				
Total revenues	$448,800	10.7%	$405,252	36.9%	$296,066
Total operating expenses	465,483	16.9%	398,162	17.4%	339,287
Operating income (loss)	(16,683)	(335.3%)	7,090	116.4%	(43,221)
Income (loss) from continuing operations	(33,545)	(380.5%)	11,959	217.6%	(10,165)
Income (loss) from continuing operations per share — fully diluted	(0.97)	(369.4%)	0.36	220.0%	(0.30)

2003 Results

The Company's total revenues in 2003 increased 10.7% from 2002 primarily due to an increase in Hospitality revenues. The Company's income from continuing operations during the year ended 2003 decreased from the year ended 2002 primarily as a result of a decline in operating income caused by:

- A one-time gain of $30.5 million recognized in 2002 as a result of the sale of our Opry Mills investment, which increased our 2002 operating income by a corresponding amount.
- An additional $2.65 million in preopening costs over 2002 primarily related to a $7.3 million increase in preopening costs at the Gaylord Texan and a $4.4 million decrease in preopening costs at the Gaylord Palms.
- An additional $2.5 million in our depreciation and amortization expense in 2003 due to additional capital expenditures and the acquisition of ResortQuest.
- A loss of $1.43 million from the operations of ResortQuest from the period from November 20, 2003 to December 31, 2002.

Also contributing to our loss from continuing operations in 2003 were:

- The recognition of a net unrealized gain on our investment in Viacom stock and the related secured forward exchange contract of $6.6 million in 2003, as compared to a net unrealized gain of $49.2 million in 2002.
- A $5.8 million increase in our interest expense in 2003 primarily due to the costs associated with refinancing our indebtedness and repaying the debt of ResortQuest, as well as additional amounts of debt outstanding.

Serving to lessen the impact of the items described above was an 8.8% increase in Hospitality revenue in 2003, although such increase was partially offset by an 8.8% increase in our operating costs and a 7.8% increase in our selling general and administrative expenses.

2002 Results

In 2002, income from continuing operations increased from 2001 primarily as a result of the one-time gain from the sale of our Opry Mills investment and a significant reduction in the amount of restructuring charges and impairment and other charges as compared to 2001. However, total revenues also increased 36.9% in 2002 as a result of an increase in Hospitality revenues caused by the opening of the Gaylord Palms. This increase in total revenues was offset partially by a 17.4% increase in operating expenses in 2002, consisting primarily of increases in operating costs, selling, general and administrative expenses, and depreciation and amortization expense related to the opening of the Gaylord Palms.

Per Share Results

Results on a per share basis in 2003 were impacted by a higher weighted average number of shares outstanding, due to the issuance of 5,318,363 shares on November 20, 2003 in connection with the ResortQuest acquisition.

Operating Results

The following table includes key information about our operating results:

	Year Ended December 31,				
	2003	Percentage Change	2002	Percentage Change	2001
	(In thousands, except percentages)				
Total revenues	$448,800	10.7%	$405,252	36.9%	$296,066
Operating expenses:					
Operating costs	276,937	8.8%	254,583	26.5%	201,299
Selling, general and admin.	117,178	7.8%	108,732	61.8%	67,212
Preopening costs	11,562	29.7%	8,913	(44.0)%	15,927
Gain on sale of assets	—	—	(30,529)	—	—
Impairment and other charges	856	—	—	—	14,262
Restructuring charges	—	—	(17)	(100.8)%	2,182
Depreciation and amortization	58,950	4.4%	56,480	47.1%	38,405
Operating income (loss)	$ (16,683)	(335.3)%	$ 7,090	116.4%	$ (43,221)

The most important factors and trends contributing to our operating performance over the last three years have been:

- An improvement in the operating performance of our hotels as compared to previous periods.
- Improved food and beverage, banquet and catering services at our hotels, which have increased our Total Revenue per Available Room at our hotels.
- The impact of the opening of the Gaylord Palms in 2002 on our total revenues and the accompanying increase in our total operating expenses;
- Our ongoing assessment of operations and the related incurrence of restructuring charges to streamline those operations;
- Our re-evaluation of the carrying values of certain assets and the related incurrence of impairment charges related to these assets;
- The ResortQuest acquisition, which was completed on November 20, 2003; and
- Preopening costs associated with the Gaylord Palms and the Gaylord Texan.

The factors described above, particularly the increase in Hospitality revenues associated with improved operations at the Gaylord Palms and Gaylord Opryland, and the inclusion of ResortQuest's revenues for

the period from November 20, 2003 to December 31, 2003, led to the increase in our total revenue in 2003. The increase in total revenue in 2002 as compared to 2001 is primarily attributable to the opening of the Gaylord Palms in 2002.

Excluding the one-time $30.5 million gain recognized on the sale of our interests in Opry Mills in 2002, operating loss improved 28.8% due to the increase in our total revenues and a reduction in the rate of growth of our operating costs.

Excluding the one-time $30.5 million gain recognized on the sale of our interests in Opry Mills in 2002 and our impairment and restructuring charges our operating loss improved 12.4% from 2001 to 2002 due primarily to the opening of the Gaylord Palms. In analyzing operating loss in 2001 compared to income from operations in 2002, we believe it is appropriate to eliminate the effect of the one-time gain on sale of the Opry Mills interest because it is non-recurring, because the gain or loss on sale of discontinued operations is not included in operating income (loss) and because considering operating loss after eliminating this item gives a more accurate comparison of the operating performance of our business for the periods.

Operating Results — Detailed Revenue Information

The following presents detail of our net revenues:

	Year Ended December 31,				
	2003	Percentage Change	2002	Percentage Change	2001
	(In thousands, except percentages)				
Hospitality revenue	$369,263	8.8%	$339,380	48.4%	$228,712
Opry and Attractions revenue	61,433	(6.4)%	65,600	(2.2)%	67,064
ResortQuest revenue	17,920	—	—	—	—
Corporate and other revenue	184	(32.4)%	272	(6.2)%	290
Total revenues	$448,800	10.7%	$405,252	36.9%	$296,066

The growth in our total revenues in both 2003 and 2002 was driven primarily by a growth in Hospitality revenues during such periods. Total revenues also increased in 2003, as compared to 2002, as a result of the inclusion of the revenues of ResortQuest from the period November 20, 2003 to December 31, 2003. Detailed information with respect to the revenues of the Hospitality, the Opry and Attractions, ResortQuest and the Corporate and Other businesses are discussed in more detail below.

Hospitality Revenue

Hospitality revenue increased in 2003 as compared to 2002 due to the improved property-level performance at the Gaylord Palms and Gaylord Opryland as a result of an increase in food and beverage and other ancillary revenues, as well as a result of an increase in RevPAR due to increased occupancy levels. Hospitality revenue increased in 2002 as compared to 2001 primarily due to the opening of the

Gaylord Palms in January 2002. The following table presents details of the revenues, and the key revenue drivers, of our Hospitality business as a whole, Gaylord Opryland and Gaylord Palms:

	Year Ended December 31,				
	2003	Percentage Change	2002	Percentage Change	2001
Hospitality Business(1):					
Total revenues (in thousands)	$369,263	8.8%	$339,380	48.4%	$228,712
Occupancy	72.2%	7.4%	67.2%	(3.3)%	69.5%
Average Daily Rate	$ 142.57	(2.4)%	$ 146.07	8.1%	$ 135.15
RevPAR(2)	$ 102.86	4.8%	$ 98.18	4.4%	$ 94.00
Total RevPAR (3)	$ 220.44	8.3%	$ 203.60	3.5%	$ 196.62
Gaylord Opryland:					
Total revenues (in thousands)	$215,265	4.4%	$206,132	(7.1)%	$221,932
Occupancy	72.4%	5.6%	68.6%	(2.4)%	70.3%
Average Daily Rate	$ 137.47	(3.6)%	$ 142.58	1.6%	$ 140.33
RevPAR(2)	$ 99.59	1.8%	$ 97.80	(0.9)%	$ 98.65
Total RevPAR (3)	$ 204.75	4.5%	$ 195.97	(7.1)%	$ 211.01
Gaylord Palms:					
Total revenues (in thousands)	$146,800	16.0%	$126,473	—	$ —
Occupancy	72.3%	11.5%	64.8%	—	—
Average Daily Rate	$ 165.79	(1.7)%	$ 168.65	—	$ —
RevPAR(2)	$ 119.87	9.6%	$ 109.37	—	$ —
Total RevPAR (3)	$ 286.05	13.8%	$ 251.26	—	$ —

(1) The results of our Hospitality business include the results of our Radisson Hotel at Opryland, located in Nashville, Tennessee.

(2) The Company calculates RevPAR by dividing room sales for comparable properties by room nights available to guests for the period. RevPAR is not comparable to similarly titled measures such as revenues.

(3) The Company calculates Total Revenue per Available Room ("Total RevPAR") by dividing the sum of room sales, food and beverage sales, and other ancillary services revenue (which equals hospitality segment revenues) by room nights available to guests for the period. Total Revenue per Available Room is not comparable to similarly titled measures such as revenues.

Gaylord Opryland. The increase in Gaylord Opryland revenue in 2003 as compared to 2002 is due to improved occupancy at the hotel. Despite rate pressure caused by customer mix, the increase in hotel occupancy led to an increase in 2003 RevPAR. In addition, favorable food and beverage and other ancillary revenue contributed to the increase in Total Revenue per Available Room in 2003. The decline in revenue at the hotel in 2002 as compared to 2001 is due to the reduced occupancy levels at the hotel throughout 2002. Despite an improved average daily rate in 2002 due to more favorable group room pricing, the decline in occupancy led to a decline in 2002 RevPAR at the hotel. In addition, this lower occupancy contributed to a decline in food and beverage and other ancillary revenue at the hotel, resulting in the decline in Total Revenue per Available Room in 2002.

Gaylord Palms. The increase in Gaylord Palms revenue in 2003 as compared to 2002, its first year of operation, is primarily due to improved occupancy at the hotel during the first half of 2003 as well as improved rates at the hotel during the first quarter of 2003. Although average daily rate decreased in 2003 due to less favorable group room pricing throughout the second half of the year, this increase in occupancy (driven by improved group bookings and an increase in transient guests) led to an increase in 2003

RevPAR at the hotel. In addition, increased customer utilization of food and beverage and other ancillary services at the hotel contributed to the increase in Total Revenue per Available Room from 2002.

Opry and Attractions Revenue

The decrease in Opry and Attractions revenues in 2003 and 2002, as compared to the previous year, was primarily a result of a decrease in the revenue of Corporate Magic, a company specializing in the production of creative events in the corporate entertainment marketplace, of $7.8 million in 2003 and $5.1 million in 2002. This reduction was caused by reduced spending by corporate customers as a result of the terrorist attacks of September 11, 2001 and the resulting downturn in the economy, which reduced demand for corporate events. The decrease in revenue of Corporate Magic was partially offset by an increase in revenues of the Grand Ole Opry of $2.3 million in 2003 (to $18.3 million) and $2.5 million (to $15.9 million) in 2002. The Grand Ole Opry revenue increase is due to an increase in popular performers appearing on the Grand Ole Opry and a resulting increase in attendance.

ResortQuest Revenue

On November 20, 2003, we completed our acquisition of ResortQuest. Accordingly, our total revenues for the year ended December 31, 2003 include the revenues of ResortQuest from the period November 20, 2003 to December 31, 2003. Our ResortQuest group receives property management fees when the properties are rented, which are generally a percentage of the rental price of the vacation property. Management fees range from approximately 3% to over 40% of gross lodging revenues collected based upon the type of services provided by us to the property owner and the type of rental units managed. We also recognize other revenues primarily related to real estate broker commissions, food & beverage sales and software and maintenance sales.

Corporate and Other Revenue

The decline in Corporate and Other revenue in 2003 and 2002, which consists of corporate sponsorships and rental income, is primarily due to reductions in sponsorship revenues from Opry Mills, which was divested in the second quarter of 2002.

Operating Results — Detailed Operating Expense Information

The 16.9% increase in total operating expenses in 2003 can be attributed to an increase in our operating costs, driven primarily by increases in our preopening costs, depreciation and amortization expense and selling, general and administrative expenses. However, despite these increases:

- Operating costs, as a percentage of revenues, decreased to 61.7% during 2003 as compared to 62.8% during 2002.

- Selling, general and administrative expenses, as a percentage of revenues, decreased to 26.1% during 2003 from 26.8% in 2002.

These decreases are primarily the result of improved operational efficiency at our hotels. Excluding the gain on sale of assets, the impairment and other charges and restructuring charges from both periods, total operating expenses increased $35.9 million, or 8.4%, to $464.6 million in 2003 as compared to 2002.

Operating Costs

Operating costs consist of direct costs associated with the daily operations of our core assets, primarily the room, food and beverage and convention costs in Hospitality. Operating costs also include the direct costs associated with the operations of our other business units. Operating costs increased in both 2003 and 2003 due to increases in Hospitality operating costs. Operating costs for each of our businesses are discussed below.

Hospitality Operating Costs. Hospitality operating costs were as follows:

	Year Ended December 31,				
	2003	Percentage Change	2002	Percentage Change	2001
	(In thousands, except percentages)				
Total Hospitality					
Operating Costs:	$215,900	3.5%	$208,500	49.0%	$139,900
Gaylord Opryland					
Operating Costs:	131,000	1.0%	129,700	(5.1)%	136,600
Gaylord Palms					
Operating Costs:	81,700	8.6%	75,200	—	—

Hospitality operating costs increased in 2003, as compared to 2002, primarily due to increased utilization of services at the Gaylord Opryland and the Gaylord Palms. The 2002 increase in Hospitality operating costs is primarily due to the opening of Gaylord Palms in January 2002, although such increase was partially offset by a decrease in operating costs at Gaylord Opryland due to the reduced levels of occupancy, and corresponding reductions in variable expenses, at the hotel during the year.

Opry and Attractions Operating Costs. Opry and Attractions operating costs decreased $0.2 million, or 0.5%, to $39.3 million in 2003. Although the operating costs of the Grand Ole Opry increased $2.9 million in 2003 in response to increased revenues, the operating costs of Corporate Magic decreased $5.6 million to $7.5 million in 2003, as compared to 2002. This decrease is due to Corporate Magic's lower revenue and certain cost saving measures taken by the Company during 2003.

Operating costs in the Opry and Attractions group decreased $11.2 million, or 22.0%, to $39.5 million in 2002. The operating costs of Corporate Magic decreased $7.6 million, to $13.2 million in 2002, as compared to 2001 primarily due to the lower revenue and certain cost saving measures taken by the Company during 2002. The operating costs of the Grand Ole Opry and the General Jackson Showboat decreased $1.0 million in 2002 due to cost saving measures.

ResortQuest Operating Costs. Operating costs for ResortQuest during the period from November 20, 2003 to December 31, 2003 were $13.4 million.

Corporate and Other Operating Costs. Corporate and Other operating costs increased $1.7 million, or 25.4%, to $8.3 million in 2003 as compared to 2002 due primarily to changes in our long-term incentive plan compensation program and changes to the actuarial assumptions used in our pension plan. Corporate and Other operating costs decreased $4.1 million, or 38.4%, to $6.6 million in 2002 as compared to 2001 due to the elimination of unnecessary management levels and overhead at the hotels identified in our 2001 Strategic Assessment.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist of administrative and overhead costs. Selling, general, and administrative expenses increased $8.4 million, or 7.8%, to $117.2 million in 2003, primarily due to increases in Hospitality selling, general and administrative expenses described below.

Hospitality Selling, General and Administrative Expenses. Hospitality selling, general and administrative expenses were as follows:

	Year Ended December 31,				
	2003	Percentage Change	2002	Percentage Change	2001
	(In thousands, except percentages)				
Total Hospitality					
SG&A Expenses:	$64,500	7.5%	$60,000	107.6%	$28,900
Gaylord Opryland					
SG&A Expenses:	31,700	6.0%	29,900	8.3%	27,600
Gaylord Palms					
SG&A Expenses:	31,300	6.8%	29,300	—	—

The increase in Gaylord Opryland's selling, general and administrative expenses in 2003 and 2002 is due primarily to an increase in sales efforts at the hotel and advertising to promote the special events held at the hotel in these years. The increase in Gaylord Palms' selling, general and administrative expenses in 2003 is due to an increase in sales efforts at the hotel and an increase in special events advertising, while the 2002 increase is primarily due to the opening of the Gaylord Palms in January 2002.

Opry and Attractions Selling, General and Administrative Expenses. Selling, general and administrative expenses in Opry and Attractions decreased $1.1 million, or 5.9%, to $17.6 million in 2003. This decrease is primarily due to a $0.9 million decrease at Corporate Magic due to decreased revenues in 2003.

Opry and Attractions selling, general and administrative expenses increased $3.6 million, or 23.7%, to $18.7 million in 2002. This increase was partially due to increases in selling, general and administrative expenses for the General Jackson Showboat (an increase of $1.4 million, to $1.9 million) due to increased labor costs associated with additional revenue and increased management support during 2002. Also, selling, general, and administrative expenses increased $1.3 million to $5.5 million at the Grand Ole Opry due to an increase in revenue.

ResortQuest Selling, General and Administrative Expenses. Selling, general and administrative expenses for ResortQuest during the period from November 20, 2003 to December 31, 2003 were $5.9 million.

Corporate and Other Selling, General and Administrative Expenses. Corporate and Other selling, general and administrative expenses, consist primarily of the Gaylord Entertainment Center naming rights agreement, senior management salaries and benefits, legal, human resources, accounting, pension and other administrative costs. During 2003, these expenses decreased $0.8 million, or 2.7%, to $29.2 million due to decreased corporate marketing expense.

During 2002, our Corporate and Other selling, general and administrative expenses increased $6.9 million, or 29.8%, to $30.0 million as a result of amendments to our retirement plans and our retirement savings plan. As a result of these amendments, and as more fully described in Note 17 to our consolidated financial statements:

- our retirement cash balance benefit was frozen and the policy related to future contributions to our retirement savings plan was changed;
- as a result of these changes, we recorded a pretax charge of $5.7 million related to the write-off of unamortized prior service costs in selling, general, and administrative expenses;
- we amended the eligibility requirements of our postretirement benefit plans effective December 31, 2001; and
- in connection with the amendment and curtailment of the plans, we recorded a gain of $2.1 million which served to reduce our other selling, general and administrative expenses in 2002.

Other increases in Corporate and Other selling, general and administrative expenses in 2002 can be attributed to increased personnel costs related to new corporate departments that did not previously exist, new management personnel in other corporate departments, and increased corporate marketing expenses as compared to the same period in 2001.

Preopening Costs

In accordance with AICPA SOP 98-5, "Reporting on the Costs of Start-Up Activities", we expense the costs associated with start-up activities and organization costs as incurred. Preopening costs increased $2.6 million, or 29.7%, to $11.6 million in 2003. The increase in preopening costs in 2003, as compared to 2002, resulted from our hotel development activities. Preopening costs related to our Gaylord Texan hotel, scheduled to open in April 2004, totaled $11.3 million in 2003, as compared to $4.0 million in 2002. Preopening costs decreased in 2002 as compared to 2001 as a result of the opening of the Gaylord Palms in January of 2002. Gaylord Palms preopening costs decreased $7.7 million, to $4.5 million, in 2002 as compared to 2001. This decrease was partially offset by an increase in preopening costs related to the Gaylord Texan ($4.0 million in 2002, as compared to $3.1 million in 2001).

Gain on Sale of Assets

During 2003, we did not recognize any material gains or losses on the sale of assets in operating income.

In 2002, we recognized a gain of approximately $30.5 million in connection with our ownership interest in Opry Mills. We entered into a partnership in 1998 with The Mills Corporation to develop the Opry Mills Shopping Center in Nashville, Tennessee. We held a one-third interest in the partnership as well as the title to the land on which the shopping center was constructed, which was being leased to the partnership. During the second quarter of 2002, we sold our partnership share to certain affiliates of The Mills Corporation for approximately $30.8 million in cash proceeds. In accordance with the provisions of SFAS No. 66, "Accounting for Sales of Real Estate", and other applicable pronouncements, we deferred approximately $20.0 million of the gain representing the estimated fair value of the continuing land lease interest between us and the Opry Mills partnership at June 30, 2002. We recognized the remainder of the proceeds, net of certain transaction costs, as a gain of approximately $10.6 million during the second quarter of 2002. During the third quarter of 2002, we sold our interest in the land lease to an affiliate of the Mills Corporation and recognized the remaining $20.0 million deferred gain, less certain transaction costs.

Impairment and Other Charges

During 2001, we named a new Chairman and a new Chief Executive Officer, and had numerous changes in senior management. The new management team instituted a corporate reorganization and the reevaluation of our businesses and other investments (the "2001 Strategic Assessment"). As a result of the 2001 Strategic Assessment, we determined that the carrying value of certain long-lived assets were not fully recoverable and recorded pretax impairment and other charges from continuing operations during 2001 and 2003 in accordance with the provisions of SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." The components of the impairment and other charges related to continuing operations for the years ended December 31 are as follows (amounts in thousands):

	2003	2002	2001
Programming, film and other content	$856	$ —	$ 6,858
Gaylord Digital and other technology investments	—	—	4,576
Property and equipment	—	—	2,828
Total impairment and other charges	$856	$ —	$14,262

We began production of an IMAX movie during 2000 to portray the history of country music. As a result of the 2001 Strategic Assessment, the carrying value of the IMAX film asset was reevaluated on the basis of its estimated future cash flows, resulting in an impairment charge of $6.9 million in 2001.

At December 31, 2000, we held a minority investment in a technology start-up business. During 2001, the unfavorable environment for technology businesses created difficulty for this business to obtain adequate capital to execute its business plan and, subsequently, we were notified that this technology business had been unsuccessful in arranging financing, resulting in an impairment charge of $4.6 million. We also recorded an impairment charge related to idle real estate of $2.0 million during 2001 based upon an assessment of the value of the property. We sold this idle real estate during the second quarter of 2002. Proceeds from the sale approximated the carrying value of the property. In addition, we recorded an impairment charge for other idle property and equipment totaling $0.8 million during 2001 primarily due to the consolidation of offices resulting from personnel reductions.

In the third quarter of 2003, based on the revenues generated by the theatrical release of the IMAX movie, the asset was again reevaluated on the basis of estimated future cash flows. As a result, an additional impairment charge of $0.9 million was recorded in the third quarter of 2003. The carrying value of the asset was $1.2 million as of December 31, 2003.

Restructuring Charges

As part of the 2001 Strategic Assessment, we recognized pretax restructuring charges from continuing operations of $5.8 million related to streamlining operations and reducing layers of management. We recognized additional pretax restructuring charges from discontinued operations of $3.0 million in 2001. These restructuring charges were recorded in accordance with EITF No. 94-3. The restructuring costs from continuing operations consisted of $4.7 million related to severance and other employee benefits and $1.1 million related to contract termination costs, offset by the reversal of restructuring charges recorded in 2000 of $3.7 million primarily related to negotiated reductions in certain contract termination costs. The restructuring costs from discontinued operations in 2001 consisted of $1.6 million related to severance and other employee benefits and $1.8 million related to contract termination costs offset by the reversal of restructuring charges recorded in 2000 of $0.4 million.

As part of our ongoing assessment of operations during 2002, we identified certain duplication of duties within divisions and realized the need to streamline those tasks and duties. Related to this assessment, during the second quarter of 2002, we adopted a plan of restructuring resulting in a pretax restructuring charge of $1.1 million related to employee severance costs and other employee benefits unrelated to discontinued operations. Also during 2002, we reversed approximately $1.1 million of the prior year's restructuring charge. These restructuring charges were recorded in accordance with EITF No. 94-3. As of December 31, 2002, we recorded cash payments of $1.1 million against the 2002 restructuring accrual. During the fourth quarter of 2002, the outplacement agreements expired related to the 2002 restructuring charge. Therefore, we reversed the remaining $67,000 accrual. There was no remaining balance of the 2002 restructuring accrual at December 31, 2002.

Depreciation and Amortization

Depreciation expense increased $1.2 million, or 2.4%, to $53.9 million in 2003. The increase in 2003 is due to additional capital expenditures and the acquisition of ResortQuest in 2003. Depreciation expense increased $18.0 million, or 51.7%, to $52.7 million in 2002. The increase during 2002 is primarily attributable to the opening of Gaylord Palms in January 2002. Depreciation expense of Gaylord Palms was $18.6 million subsequent to the January 2002 opening.

Amortization expense increased by $1.2 million, or 32.3%, to $5.0 million in 2003 and increased slightly, by $0.1 million, in 2002. Amortization of software increased $1.1 million during 2003 and $0.9 million during 2002, primarily at Gaylord Opryland, Gaylord Palms and the Corporate and Other group. The 2002 increase in amortization of software was partially offset by the adoption of SFAS No. 142 on January 1, 2002, under the provisions of which we no longer amortize goodwill.

Non-Operating Results

Interest Expense

Interest expense increased $5.8 million, or 12.4%, to $52.8 million in 2003, net of capitalized interest of $14.8 million. The increase in interest expense is primarily due to the costs associated with refinancing our indebtedness and the repayment of the outstanding debt of ResortQuest, as well as additional amounts of debt outstanding during 2003. Interest expense related to the amortization of prepaid costs and interest of the secured forward exchange contract (all of which has been prepaid) was $26.9 million during 2003. Our weighted average interest rate on our borrowings, including the interest expense associated with the secured forward exchange contract and excluding the write-off of deferred financing costs during the period, was 5.3% in 2003 and 2002.

Interest expense increased $7.6 million, or 19.3%, to $47.0 million in 2002, net of capitalized interest of $6.8 million. The increase in interest expense is primarily due to the opening of the Gaylord Palms, after which interest related to the Gaylord Palms was no longer capitalized. Capitalized interest related to the Gaylord Palms hotel was $0.4 million during 2002 before its opening and was $16.4 million during 2001. The absence of capitalized interest related to Gaylord Palms was partially offset by an increase of $4.0 million of capitalized interest related to the Texas hotel. Interest expense related to the amortization of prepaid costs and interest of the secured forward exchange contract was $26.9 million during 2002 and 2001.

Excluding capitalized interest from each period, interest expense decreased $4.4 million in 2002 due to the lower average borrowing levels and lower weighted average interest rates during 2002. Our weighted average interest rate on our borrowings, including the interest expense associated with the secured forward exchange contract, was 5.3% in 2002 as compared to 6.3% in 2001.

Interest Income

The decrease in interest income of $0.3 million (to $2.5 million) in 2003 and $2.7 million (to $2.8 million) in 2002 primarily relates to a decrease in interest income from invested cash balances.

Gain (Loss) on Viacom Stock and Derivatives

During 2000, we entered into a seven-year secured forward exchange contract with respect to 10.9 million shares of our Viacom stock investment. Effective January 1, 2001, we adopted the provisions of SFAS No. 133, as amended. Components of the secured forward exchange contract are considered derivatives as defined by SFAS No. 133.

For the year ended December 31, 2003, we recorded net pretax losses of $33.2 million related to the decrease in fair value of the derivatives associated with the secured forward exchange contract. For the year ended December 31, 2003, we recorded net pretax gains of $39.8 million related to the increase in fair value of the Viacom stock. For the year ended December 31, 2002, we recorded net pretax gains of $86.5 million related to the increase in fair value of the derivatives associated with the secured forward exchange contract. For the year ended December 31, 2002, we recorded net pretax losses of $37.3 million related to the decrease in fair value of the Viacom stock. For the year ended December 31, 2001, we recorded net pretax gains of $54.3 million related to the increase in fair value of the derivatives associated with the secured forward exchange contract. Additionally, we recorded a nonrecurring pretax gain of $29.4 million on January 1, 2001, related to reclassifying our investment in Viacom stock from available-for-sale to trading as permitted by SFAS No. 115, “Accounting for Certain Investments in Debt and Equity Securities”. For the year ended December 31, 2001, we recorded net pretax losses of $28.6 million related to the decrease in fair value of the Viacom stock subsequent to January 1, 2001.

Other Gains and Losses

Other gains and losses, which consisted of dividends received on the Viacom stock and gains and losses on disposals of fixed assets, increased $1.0 million, or 89.9%, to $2.2 million in 2003. Other gains and losses decreased $1.5 million, or 56.3%, to $1.2 million in 2002. The decrease in 2002 is primarily due to the fact

that during 2001, the indemnification period ended related to the sale of KTVT and we recognized a $4.6 million gain in 2001.

Income Taxes

The effective income tax rate from continuing operations was 42%, 10%, and 47% in 2003, 2002, and 2001, respectively. The effective tax rate as applied to pretax income from continuing operations differed from the statutory federal rate due to the following:

	2003	2002	2001
U.S. federal statutory rate	**35%**	35%	35%
State taxes (net of federal tax benefit and change in valuation allowance)	**8**	—	2
Effective tax law change	**—**	7	**—**
Previously accrued income taxes	**—**	(37)	16
Other	**(1)**	5	(6)
	42%	10%	47%

The effective income tax rate in 2003 (which was a benefit rate reflecting the 2003 loss) increased from 2002 primarily due to the impact in 2002 of previously recorded income taxes. The previously recorded income taxes relate to the favorable resolution of issues which were either settled with taxing authorities or had statutes of limitations expire. In addition, the rate increased due to the current year state tax benefit and the release of a portion of the state valuation allowance. The Company released valuation allowance of $2.4 million due to the utilization of state net operating loss carryforwards from the sale of Radio Operations. As a result, the Company increased the deferred tax asset by $2.4 million and increased the 2003 tax benefit by $2.4 million.

The effective income tax rate in 2002 decreased from 2001 primarily due to the impact in 2002 of previously recorded income taxes. In addition, the Tennessee legislature increased the corporate income tax rate from 6% to 6.5% during 2002. As a result, the Company increased the deferred tax liability by $1.3 million and increased 2002 tax expense by $1.3 million.

Gain (Loss) from Discontinued Operations

The Company has reflected the following businesses as discontinued operations, consistent with the provisions of SFAS No. 144. The results of operations, net of taxes (prior to their disposal where applicable), and the estimated fair value of the assets and liabilities of these businesses have been reflected in the Company's consolidated financial statements as discontinued operations in accordance with SFAS No. 144 for all periods presented.

WSM-FM and WWTN(FM). During the first quarter of 2003, the Company committed to a plan of disposal of WSM-FM and WWTN(FM). Subsequent to committing to a plan of disposal during the first quarter of 2003, the Company, through a wholly-owned subsidiary, entered into an agreement to sell the assets primarily used in the operations of WSM-FM and WWTN(FM) to Cumulus Broadcasting, Inc. ("Cumulus") in exchange for approximately $62.5 million in cash. In connection with this agreement, the Company also entered into a local marketing agreement with Cumulus pursuant to which, from April 21, 2003 until the closing of the sale of the assets, the Company, for a fee, made available to Cumulus substantially all of the broadcast time on WSM-FM and WWTN(FM). In turn, Cumulus provided programming to be broadcast during such broadcast time and collected revenues from the advertising that it sold for broadcast during this programming time. On July 22, 2003, the Company finalized the sale of WSM-FM and WWTN(FM) for approximately $62.5 million, at which time, net proceeds of approximately $50 million were placed in an escrow account for completion of the Texas hotel. Concurrently, the Company also entered into a joint sales agreement with Cumulus for WSM-AM in exchange for $2.5 million in cash. The Company will continue to own and operate WSM-AM, and under the terms of the joint sales agreement with Cumulus, Cumulus will be responsible for all sales of commercial advertising on WSM-AM and provide certain sales promotion, billing and collection services relating to WSM-AM, all for a specified commission. The joint sales agreement has a term of five years.

Acuff-Rose Music Publishing. During the second quarter of 2002, the Company committed to a plan of disposal of its Acuff-Rose Music Publishing catalog entity. During the third quarter of 2002, the Company finalized the sale of the Acuff-Rose Music Publishing entity to Sony/ ATV Music Publishing for approximately $157.0 million in cash. The Company recognized a pretax gain of $130.6 million during the third quarter of 2002 related to the sale in discontinued operations. The gain on the sale of Acuff-Rose Music Publishing is recorded in the income from discontinued operations in the consolidated statement of operations. Proceeds of $25.0 million were used to reduce the Company's outstanding indebtedness.

OKC RedHawks. During 2002, the Company committed to a plan of disposal of its ownership interests in the RedHawks, a minor league baseball team based in Oklahoma City, Oklahoma. During the fourth quarter of 2003, the Company sold its interests in the RedHawks and received cash proceeds of approximately $6.0 million. The Company recognized a loss of $0.6 million, net of taxes, related to the sale in discontinued operations in the accompanying consolidated statement of operations.

Word Entertainment. During 2001, the Company committed to a plan to sell Word Entertainment. As a result of the decision to sell Word Entertainment, the Company reduced the carrying value of Word Entertainment to its estimated fair value by recognizing a pretax charge of $30.4 million in discontinued operations during 2001. The estimated fair value of Word Entertainment's net assets was determined based upon ongoing negotiations with potential buyers. Related to the decision to sell Word Entertainment, a pretax restructuring charge of $1.5 million was recorded in discontinued operations in 2001. The restructuring charge consisted of $0.9 million related to lease termination costs and $0.6 million related to severance costs. In addition, the Company recorded a reversal of $0.1 million of restructuring charges originally recorded during 2000. During the first quarter of 2002, the Company sold Word Entertainment's domestic operations to an affiliate of Warner Music Group for $84.1 million in cash, subject to future purchase price adjustments. The Company recognized a pretax gain of $0.5 million in discontinued operations during the first quarter of 2002 related to the sale of Word Entertainment. Proceeds from the sale of $80.0 million were used to reduce the Company's outstanding indebtedness.

International Cable Networks. During the second quarter of 2001, the Company adopted a formal plan to dispose of its international cable networks. As part of this plan, the Company hired investment bankers to facilitate the disposition process, and formal communications with potentially interested parties began in July 2001. In an attempt to simplify the disposition process, in July 2001, the Company acquired an additional 25% ownership interest in its music networks in Argentina, increasing its ownership interest from 50% to 75%. In August 2001, the partnerships in Argentina finalized a pending transaction in which a third party acquired a 10% ownership interest in the companies in exchange for satellite, distribution and sales services, bringing the Company's interest to 67.5%.

In December 2001, the Company made the decision to cease funding of its cable networks in Asia and Brazil as well as its partnerships in Argentina if a sale had not been completed by February 28, 2002. At that time the Company recorded pretax restructuring charges of $1.9 million consisting of $1.0 million of severance and $0.9 million of contract termination costs related to the networks. Also during 2001, the Company negotiated reductions in the contract termination costs with several vendors that resulted in a reversal of $0.3 million of restructuring charges originally recorded during 2000. Based on the status of the Company's efforts to sell its international cable networks at the end of 2001, the Company recorded pretax impairment and other charges of $23.3 million during 2001. Included in this charge are the impairment of an investment in the two Argentina-based music channels totaling $10.9 million, the impairment of fixed assets, including capital leases associated with certain transponders leased by the Company, of $6.9 million, the impairment of a receivable of $3.0 million from the Argentina-based channels, current assets of $1.5 million, and intangible assets of $1.0 million.

During the first quarter of 2002, the Company finalized a transaction to sell certain assets of its Asia and Brazil networks, including the assignment of certain transponder leases. Also during the first quarter of 2002, the Company ceased operations based in Argentina. The transponder lease assignment required the Company to guarantee lease payments in 2002 from the acquirer of these networks. As such, the Company recorded a lease liability for the amount of the assignee's portion of the transponder lease.

Businesses Sold to OPUBCO. During 2001, the Company sold five businesses (Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television and Gaylord Production Company) to affiliates of OPUBCO for $22.0 million in cash and the assumption of debt of $19.3 million. The Company recognized a pretax loss of $1.7 million related to the sale in discontinued operations in the accompanying consolidated statement of operations. OPUBCO owns a minority interest in the Company. During 2002, three of the Company's directors were also directors of OPUBCO and voting trustees of a voting trust that controls OPUBCO. Additionally, these three directors collectively owned a significant ownership interest in the Company.

The following table reflects the results of operations of businesses accounted for as discontinued operations for the years ended December 31 (amounts in thousands):

	2003	2002	2001
REVENUES:			
Radio Operations	$ 3,703	$ 10,240	$ 8,207
Acuff-Rose Music Publishing	—	7,654	14,764
RedHawks	5,034	6,289	6,122
Word Entertainment	—	2,594	115,677
International cable networks	—	744	5,025
Businesses sold to OPUBCO	—	—	2,195
Other	—	—	609
Total revenues	$ 8,737	$ 27,521	$152,599
OPERATING INCOME (LOSS):			
Radio Operations	$ 615	$ 1,305	$ 2,184
Acuff-Rose Music Publishing	16	933	2,119
RedHawks	436	841	363
Word Entertainment	22	(917)	(5,710)
International cable networks	—	(1,576)	(6,375)
Businesses sold to OPUBCO	(620)	—	(1,816)
Other	—	—	(383)
Impairment and other charges	—	—	(53,716)
Restructuring charges	—	(20)	(2,959)
Total operating income (loss)	469	566	(66,293)
INTEREST EXPENSE	(1)	(81)	(797)
INTEREST INCOME	8	81	199
OTHER GAINS AND (LOSSES)			
Radio Operations	54,555	—	—
Acuff-Rose Music Publishing	450	130,465	(11)
RedHawks	(1,159)	(193)	(134)
Word Entertainment	1,503	1,553	(1,059)
International cable networks	497	3,617	(1,002)
Businesses sold to OPUBCO	—	—	(1,674)
Other	—	—	(251)
Total other gains and (losses)	55,846	135,442	(4,131)
Income (loss) before provision (benefit) for income taxes	56,322	136,008	(71,022)
PROVISION (BENEFIT) FOR INCOME TAXES	21,951	50,251	(22,189)
Net income (loss) from discontinued operations	$34,371	$ 85,757	$ (48,833)

The assets and liabilities of the discontinued operations presented in the accompanying consolidated balance sheets are comprised of (amounts in thousands):

	2003	2002
CURRENT ASSETS:		
Cash and cash equivalents	$ 19	$ 1,812
Trade receivables, less allowance of $0 and $2,938, respectively	—	1,954
Inventories	—	163
Prepaid expenses	—	97
Other current assets	—	69
Total current assets	19	4,095
PROPERTY AND EQUIPMENT, NET OF ACCUMULATED DEPRECIATION	—	5,157
GOODWILL	—	3,527
INTANGIBLE ASSETS, NET OF ACCUMULATED AMORTIZATION	—	3,942
MUSIC AND FILM CATALOGS	—	—
OTHER LONG-TERM ASSETS	—	702
Total long-term assets	—	13,328
Total assets	$ 19	$17,423
CURRENT LIABILITIES:		
Current portion of long-term debt	$ —	$ 94
Accounts payable and accrued liabilities	2,930	6,558
Total current liabilities	2,930	6,652
LONG-TERM DEBT, NET OF CURRENT PORTION	—	—
OTHER LONG-TERM LIABILITIES	825	789
Total long-term liabilities	825	789
Total liabilities	3,755	7,441
MINORITY INTEREST OF DISCONTINUED OPERATIONS	—	1,885
TOTAL LIABILITIES AND MINORITY INTEREST OF DISCONTINUED OPERATIONS	$3,755	$ 9,326

Cumulative Effect of Accounting Change

During the second quarter of 2002, we completed our goodwill impairment test as required by SFAS No. 142. In accordance with the provisions of SFAS No. 142, we reflected the pretax $4.2 million impairment charge as a cumulative effect of a change in accounting principle in the amount of $2.6 million, net of tax benefit of $1.6 million, as of January 1, 2002 in the consolidated statements of operations.

On January 1, 2001, we recorded a gain of $11.2 million, net of taxes of $7.1 million, as a cumulative effect of accounting change to record the derivatives associated with the secured forward exchange contract on our Viacom stock at fair value as of January 1, 2001, in accordance with the provisions of SFAS No. 133.

Liquidity and Capital Resources

Cash Flows—Summary

Our cash flows consisted of the following during the years ended December 31 (amounts in thousands):

	2003	2002	2001
Operating Cash Flows:			
Net cash flows provided by operating activities — continuing operations	$ 73,916	$ 83,829	$ 15,122
Net cash flows provided by operating activities — discontinued operations	2,890	3,451	368
Net cash flows provided by operating activities	76,806	87,280	15,490
Investing Cash Flows:			
Purchases of property and equipment	(223,720)	(175,404)	(280,921)
Other	2,075	29,920	3,033
Net cash flows (used in) investing activities — continuing operations	(221,645)	(145,484)	(277,888)
Net cash flows provided by investing activities — discontinued operations	65,354	232,570	17,794
Net cash flows provided by (used in) investing activities	(156,291)	87,086	(260,094)
Financing Cash Flows:			
Repayment of long-term debt	(425,104)	(214,846)	(241,503)
Proceeds from issuance of long-term debt	550,000	85,000	535,000
Other	(22,984)	46,589	(69,360)
Net cash flows provided by (used in) financing activities - continuing operations	101,912	(83,257)	224,137
Net cash flows provided by (used in) financing activities - discontinued operations	(94)	(1,671)	2,904
Net cash flows provided by (used in) financing activities	101,818	(84,928)	227,041
Net change in cash and cash equivalents	$ 22,333	$ 89,438	$ (17,563)

Cash Flow From Operating Activities

Cash flow from operating activities is the principal source of cash used to fund our operating expenses, interest payments on debt, and maintenance capital expenditures. During 2003, our net cash flows provided by operating activities — continuing operations were $73.9 million, reflecting primarily our income from continuing operations before non-cash depreciation, amortization, income tax and interest expenses, as well as favorable changes in working capital. During 2002, our net cash flows provided by operating activities — continuing operations were $83.8 million, reflecting primarily our income from continuing operations before non-cash depreciation, amortization, income tax and interest expenses.

Cash Flow From Investing Activities

During 2003, our primary uses of funds and investing activities were the purchases of property and equipment which totaled $223.7 million. These capital expenditures include continuing construction at the new Gaylord hotel in Grapevine, Texas of $193.3 million, approximately $1.3 million related to the possible development of a new Gaylord hotel in Prince George's County, Maryland and approximately $11.2 million related to Gaylord Opryland. In addition, there were approximately $7.3 million of capital

expenditures related to the Grand Ole Opry in 2003. We also received proceeds from the sale of assets and the sale of discontinued operations totaling approximately $64.7 million in 2003. During 2002, our primary uses of funds and investing activities were the purchases of property and equipment for the Gaylord Palms and Gaylord Texan which totaled $148.3 million. We received proceeds from the sale of assets and the sale of discontinued operations totaling approximately $263.4 million in 2002.

Cash Flow From Financing Activities

The Company's cash flows from financing activities reflect primarily the issuance of debt and the repayment of long-term debt. During 2003, the Company's net cash flows provided by financing activities were approximately $101.9 million, reflecting the issuance of $550.0 million in debt, which consisted of the issuance of $350 million in Senior Notes and additional borrowings under our 2003 Florida/ Texas senior secured credit facility, and the repayment of $425.1 million in debt. During 2002, the Company's net cash flows used in financing activities were approximately $83.3 million, reflecting the issuance of $85.0 million in debt and the repayment of $214.8 million in debt. The Company also experienced a decrease in restricted cash and cash equivalents of $45.7 million which was used to repay debt.

On January 9, 2004 we filed a Registration Statement on Form S-3 with the SEC pursuant to which we may sell from time to time, once the Registration Statement is declared effective by the SEC, up to $500 million of our debt or equity securities. Except as otherwise provided in the applicable prospectus supplement at the time of sale of the securities, we may use the net proceeds from the sale of the securities for general corporate purposes, which may include reducing our outstanding indebtedness, increasing our working capital, acquisitions and capital expenditures.

Principal Debt Agreements

New Revolving Credit Facility. On November 20, 2003, we entered into a new $65.0 million revolving credit facility, which has been increased to $100.0 million. The new revolving credit facility, which replaces our old revolving credit portion of our 2003 Florida/ Texas senior secured credit facility discussed below, matures in May 2006. The new revolving credit facility has an interest rate, at our election, of either LIBOR plus 3.50% or the lending banks' base rate plus 2.25%. Interest on our borrowings is payable quarterly, in arrears, for base rate loans and at the end of each interest rate period for LIBOR rate-based loans. Principal is payable in full at maturity. The new revolving credit facility is guaranteed on a senior unsecured basis by our subsidiaries that are guarantors of our new notes (consisting generally of our active domestic subsidiaries that are not parties to our Nashville hotel loan arrangements) and is secured by a leasehold mortgage on the Gaylord Palms Resort & Convention Center. We are required to pay a commitment fee equal to 0.5% per year of the average daily unused revolving portion of the new revolving credit facility.

The provisions of the new revolving credit facility contain a covenant requiring us to achieve substantial completion and initial opening of the Gaylord Texan by June 30, 2004. We currently expect the Gaylord Texan to open in April 2004. Failure to meet this condition on schedule could result in a default and acceleration of any borrowings under our new revolving credit facility.

In addition, the new revolving credit facility contains certain covenants which, among other things, limit the incurrence of additional indebtedness, investments, dividends, transactions with affiliates, asset sales, acquisitions, capital expenditures, mergers and consolidations, liens and encumbrances and other matters customarily restricted in such agreements. The new revolving credit facility also requires us to meet certain financial tests, including, without limitation:

- a maximum total leverage ratio requiring that at the end of each fiscal quarter, our ratio of consolidated indebtedness minus unrestricted cash on hand to consolidated EBITDA for the most recent four fiscal quarters, subject to certain adjustments, not exceed a range of ratios (decreasing from 7.5 to 1.0 for 2003 to 5.0 to 1.0 for 2006) for the recent four fiscal quarters;

- a requirement that the adjusted net operating income for the Gaylord Palms Resort and Convention Center be at least $25,000,000 at the end of each fiscal quarter ending December 31, 2003, through December 31, 2004, and $28,000,000 at the end of each fiscal quarter thereafter, in each case based on the most recent four fiscal quarters; and

- a minimum fixed charge coverage ratio requiring that, at the end of each fiscal quarter, our ratio of consolidated EBITDA for the most recent four fiscal quarters, subject to certain adjustments, to the sum of (i) consolidated interest expense and capitalized interest expense for the previous fiscal quarter, multiplied by four, and (ii) required amortization of indebtedness for the most recent four fiscal quarters, be not less than 1.5 to 1.0.

As of December 31, 2003, we were in compliance with the foregoing covenants. As of December 31, 2003, no borrowings were outstanding under the new revolving credit facility, but the lending banks had issued $11.3 million of letters of credit under the credit facility for us. The revolving credit facility is cross-defaulted to our other indebtedness.

Nashville Hotel Loan. On March 27, 2001, we, through wholly owned subsidiaries, entered into a $275.0 million senior secured loan with Merrill Lynch Mortgage Lending, Inc. At the same time, we entered into a $100.0 million mezzanine loan which was repaid in November 2003 with the proceeds of the outstanding senior notes (as defined below). The senior and mezzanine loan borrower and its member were subsidiaries formed for the purposes of owning and operating the Nashville hotel and entering into the loan transaction and are special-purpose entities whose activities are strictly limited. We fully consolidate these entities in our consolidated financial statements. The senior loan is secured by a first mortgage lien on the assets of Gaylord Opryland and is due in March 2004. At our option, the senior loan may be extended for two additional one-year terms to March 2006, subject to our Gaylord Opryland operations meeting certain financial ratios and other criteria. We have given notice to exercise our option to extend the loan until March 2005. Amounts outstanding under the senior loan bear interest at one-month LIBOR plus 1.02%. The senior loan requires monthly principal payments of $0.7 million in addition to monthly interest payments. The terms of the senior loan required us to purchase interest rate hedges in notional amounts equal to the outstanding balances of the senior loan in order to protect against adverse changes in one-month LIBOR. Pursuant to the senior loan agreement, we had purchased instruments that cap our exposure to one-month LIBOR at 7.5%. We used $235.0 million of the proceeds from the senior loan and the mezzanine loan to refinance an existing interim loan incurred in 2000. The net proceeds from the senior loan and the mezzanine loan, after refinancing the existing interim loan and paying required escrows and fees, were approximately $97.6 million. The weighted average interest rates for the senior loan for the years ended December 31, 2003 and 2002, including amortization of deferred financing costs, were 4.2% and 4.5%, respectively.

The terms of the senior loan impose and the old mezzanine loan imposed limits on transactions with affiliates and incurrence of indebtedness by the subsidiary borrower. Our senior loan also contains a cash management restriction that is triggered if a minimum debt service coverage ratio is not met. This provision has never been triggered. Upon a determination as of the end of any quarter that the debt service coverage ratio of the Nashville hotel (which is the ratio of net operating income from the Nashville hotel to principal and interest under the senior loan, all for the preceding 12-month period, subject to certain adjustments) is less than 1.25 to 1.0, excess cash flow from the Nashville hotel must thereafter be deposited in a reserve account with the lender (subject to the borrower's right to make a principal prepayment in amount necessary to cure). Depending upon the debt service coverage ratio level as of the beginning of each subsequent month, amounts in the reserve account are either released to the borrower or held by the lender as collateral and, at the lender's option, applied to the loan at the third payment date following deposit into the account.

In addition, prior to its repayment in 2003, the old mezzanine loan contained financial covenants that were structured such that noncompliance at one level triggered certain cash management restrictions and noncompliance at a second level results in an event of default. Based upon the financial covenant calculations at December 31, 2002, the mezzanine loan's cash management restrictions were in effect

which required that all excess cash flows, as defined, be escrowed and be used only to repay principal amounts owed on the senior loan. As of June 30, 2003, the noncompliance level which triggered cash management restrictions was cured and the cash management restrictions were lifted. During 2002, we negotiated certain revisions to the financial covenants under the mezzanine loan. After these revisions, we were in compliance with the covenants under the senior loan and the mezzanine loan for which the failure to comply would result in an event of default at December 31, 2002. We were also in compliance with all applicable covenants under the senior loan at December 31, 2003. An event of default under our other indebtedness does not cause an event of default under the Nashville hotel loan.

Senior Notes. On November 12, 2003, we completed our offering of $350 million in aggregate principal amount of senior notes due 2013 (the "Senior Notes") in an institutional private placement. The interest rate of the Senior Notes is 8%, although we have entered into interest rate swaps with respect to $125 million principal amount of the Senior Notes which results in an effective interest rate of LIBOR plus 2.95% with respect to that portion of the Senior Notes. The Senior Notes, which mature on November 15, 2013, bear interest semi-annually in cash in arrears on May 15 and November 15 of each year, starting on May 15, 2004. The Senior Notes are redeemable, in whole or in part, at any time on or after November 15, 2008 at a designated redemption amount, plus accrued and unpaid interest. In addition, we may redeem up to 35% of the Senior Notes before November 15, 2006 with the net cash proceeds from certain equity offerings. The Senior Notes rank equally in right of payment with our other unsecured unsubordinated debt, but are effectively subordinated to all of our secured debt to the extent of the assets securing such debt. The Senior Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by each of our subsidiaries that was a borrower or guarantor under the 2003 Florida/Texas loans discussed below, and as of November 2003, of the new revolving credit facility. In connection with the offering of the Senior Notes, we paid approximately $9.4 million in deferred financing costs. The net proceeds from the offering of the Senior Notes, together with $22.5 million of our cash on hand, were used as follows:

- $275.5 million was used to repay our $150 million senior term loan portion and the $50 million subordinated term loan portion of the 2003 loans discussed below, as well as the remaining $66 million of our $100 million mezzanine loan and to pay certain fees and expenses related to the ResortQuest acquisition; and

- $79.2 million was placed in escrow pending consummation of the ResortQuest acquisition. As of November 20, 2003, the $79.2 million together with $8.2 million of the available cash, was used to repay ResortQuest's senior notes and its credit facility, the principal amount of which aggregated $85.1 million at closing, and a related prepayment penalty.

In addition, the Senior Notes indenture contains certain covenants which, among other things, limit the incurrence of additional indebtedness, investments, dividends, transactions with affiliates, asset sales, capital expenditures, mergers and consolidations, liens and encumbrances and other matters customarily restricted in such agreements. The Senior Notes are cross-defaulted to our other indebtedness.

Prior Indebtedness. Prior to the closing of the notes offering and establishment of our new revolving credit facility, we had in place our 2003 Florida/ Texas senior secured credit facility, consisting of a $150 million term loan, a $50 million subordinated term loan and a $25 million revolving credit facility, outstanding amounts of which were repaid with proceeds of the Senior Notes offering. When the 2003 loans were first established, proceeds were used to repay 2001 term loans incurred in connection with the development of the Gaylord Palms.

Future Developments

As previously announced, we have plans to develop a Gaylord hotel on property to be acquired on the Potomac River in Prince George's County, Maryland (in the Washington, D.C. market), subject to the availability of financing, resolution of certain zoning issues and approval by our Board of Directors. We

also are considering other potential sites. The timing and extent of any of these development projects is uncertain.

Commitments and Contractual Obligations

The following table summarizes our significant contractual obligations as of December 31, 2003, including long-term debt and operating and capital lease commitments (amounts in thousands):

	Total amounts committed	Less than 1 year	1-3 years	3-5 years	After 5 years
Contractual obligations					
Long-term debt	$ 549,381	$ 8,104	$191,277	$ —	$ 350,000
Capital leases	992	553	370	69	—
Construction commitments	104,615	94,368	10,247	—	—
Arena naming rights	57,703	2,554	5,497	6,061	43,591
Operating leases	734,855	11,350	17,475	13,335	692,695
Other	4,828	322	644	644	3,218
Total contractual obligations	$1,452,374	$117,251	$225,510	$20,109	$1,089,504

The total operating lease commitments of $734.9 million above includes the 75-year operating lease agreement the Company entered into during 1999 for 65.3 acres of land located in Osceola County, Florida where Gaylord Palms is located.

During 2002 and 2001, the Company entered into certain agreements related to the construction of the new Gaylord hotel in Grapevine, Texas. At December 31, 2003, the Company had paid approximately $355.3 million related to these agreements, which is included as construction in progress in property and equipment in the consolidated balance sheets.

During 1999, the Company entered into a 20-year naming rights agreement related to the Nashville Arena with the Nashville Predators. The Nashville Arena has been renamed the Gaylord Entertainment Center as a result of the agreement. The contractual commitment required the Company to pay $2.1 million during the first year of the contract, with a 5% escalation each year for the remaining term of the agreement, and to purchase a minimum number of tickets to Predators games each year. See “Item 3. Legal Proceedings” for a discussion of the current status of our litigation regarding this agreement.

At the expiration of the secured forward exchange contract relating to the Viacom stock owned by the Company which is scheduled for May 2007, the Company will be required to pay the deferred taxes relating thereto. A complete description of the secured forward exchange contract and this deferred tax liability is contained in Notes 10 and 13 to the Company’s Consolidated Financial Statements for the year-ended December 31, 2003 included herewith.

Critical Accounting Policies and Estimates

Management’s Discussion and Analysis of Financial Condition and Results of Operations discusses the Company’s consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. Accounting estimates are an integral part of the preparation of the consolidated financial statements and the financial reporting process and are based upon current judgments. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reported period. Certain accounting estimates are particularly sensitive because of their complexity and the possibility that future events affecting them may differ materially from the Company’s current judgments and estimates.

This listing of critical accounting policies is not intended to be a comprehensive list of all of the Company's accounting policies. In many cases, the accounting treatment of a particular transaction is specifically dictated by generally accepted accounting principles, with no need for management's judgment regarding accounting policy. The Company believes that of its significant accounting policies, as discussed in Note 1 to the consolidated financial statements, the following may involve a higher degree of judgment and complexity.

Revenue Recognition. The Company recognizes revenue from its rooms as earned on the close of business each day. Revenues from concessions and food and beverage sales are recognized at the time of the sale. The Company recognizes revenues from the Opry and Attractions segment when services are provided or goods are shipped, as applicable.

The Company earns revenues from ResortQuest through property management fees, service fees, and other sources. The Company receives property management fees when the properties are rented, which are generally a percentage of the rental price of the vacation property. Management fees range from approximately 3% to over 40% of gross lodging revenues collected based upon the type of services provided to the property owner and the type of rental units managed. Revenues are recognized ratably over the rental period based on the Company's proportionate share of the total rental price of the vacation condominium or home. The Company provides or arranges through third parties certain services for property owners or guests. Service fees include reservations, housekeeping, long-distance telephone, ski rentals, lift tickets, beach equipment and pool cleaning. Internally provided services are recognized as service fee revenue when the service is provided. Services provided by third parties are generally billed directly to property owners and are not included in the accompanying consolidated financial statements. The Company recognizes other revenues primarily related to real estate broker commissions and software and maintenance sales. The Company recognizes revenues on real estate sales when the transactions are complete, and such revenue is recorded net of the related agent commissions. The Company also sells a fully integrated software package, First Resort Software, specifically designed for the vacation property management business, along with ongoing service contracts. Software and maintenance revenues are recognized when the systems are installed and ratably over the service period, respectively, in accordance with SOP 97-2, "Software Revenue Recognition." Provision for returns and other adjustments are provided for in the same period the revenue was recognized. The Company defers revenues related to deposits on advance bookings of rooms and vacation properties and advance ticket sales at the Company's tourism properties.

Impairment of Long-Lived Assets and Goodwill. In accounting for the Company's long-lived assets other than goodwill, the Company applies the provisions of SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." Under SFAS No. 144, the Company assesses its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of the assets or asset group may not be recoverable. Recoverability of long-lived assets that will continue to be used is measured by comparing the carrying amount of the asset or asset group to the related total future undiscounted net cash flows. If an asset or asset group's carrying value is not recoverable through those cash flows, the asset group is considered to be impaired. The impairment is measured by the difference between the assets' carrying amount and their fair value, based on the best information available, including market prices or discounted cash flow analysis.

Effective January 1, 2002, the Company adopted SFAS No. 142, "Goodwill and Other Intangible Assets." Under SFAS No. 142, goodwill and other intangible assets with indefinite useful lives are not amortized but are tested for impairment at least annually and whenever events or circumstances occur indicating that these intangibles may be impaired. The Company performs its review of goodwill for impairment by comparing the carrying value of the applicable reporting unit to the fair value of the reporting unit. If the fair value is less than the carrying value then the Company measures potential impairment by allocating the fair value of the reporting unit to the tangible assets and liabilities of the reporting unit in a manner similar to a business combination purchase price allocation. The remaining fair value of the reporting unit after assigning fair values to all of the reporting unit's assets and liabilities represents the implied fair value

of goodwill of the reporting unit. The impairment is measured by the difference between the carrying value of goodwill and the implied fair value of goodwill.

The Company's impairment review process relies on management's judgment regarding the indicators of impairment, the estimates of fair values using market prices or discounted cash flows analyses, and the remaining lives of the assets used to generate their net cash flows. The assumptions and judgments used are subject to change, which could cause a different conclusion regarding impairment or a different calculation of an impairment loss.

Restructuring Charges. The Company has recognized restructuring charges in accordance with Emerging Issues Task Force ("EITF") Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)", in its consolidated financial statements. Restructuring charges are based upon certain estimates of liabilities related to costs to exit an activity. Liability estimates may change as a result of future events, including negotiation of reductions in contract termination liabilities and expiration of outplacement agreements.

Derivative Financial Instruments. The Company utilizes derivative financial instruments to reduce interest rate risks and to manage risk exposure to changes in the value of certain owned marketable securities. The Company records derivatives in accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities", which was subsequently amended by SFAS No. 138. SFAS No. 133, as amended, established 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. Changes in the fair value of those instruments will be reported in earnings or other comprehensive income depending on the use of the derivative and whether it qualifies for hedge accounting. The measurement of the derivative's fair value requires the use of estimates and assumptions. Changes in these estimates or assumptions could materially impact the determination of the fair value of the derivatives.

Income Taxes. The Company accounts for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes." Under SFAS 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

The Company must assess the likelihood that it will be able to recover its deferred tax assets. If recovery is not likely, the provision for taxes is increased by recording a reserve, in the form of a valuation allowance, against the estimated deferred tax assets that will not ultimately be recoverable.

The Company has federal and state net operating loss and tax credit carryforwards for which management believes it is more-likely-than-not that future taxable income will be sufficient to realize the recorded deferred tax assets. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies, which involve estimates and uncertainties, in making this assessment. Projected future taxable income is based on management's forecast of the operating results of the Company. Management periodically reviews such forecasts in comparison with actual results and expected trends. The Company has established valuation allowances for deferred tax assets primarily associated with certain subsidiaries with state operating loss carryforwards and tax credit carryforwards. In the event management determines that sufficient future taxable income, in light of tax planning strategies, may not be generated to fully recover net deferred tax assets, the Company will be required to adjust its deferred tax valuation allowance in the period in which the Company determines recovery is not probable.

In addition, the Company must deal with uncertainties in the application of complex tax regulations in the calculation of tax liabilities. The Company recognizes potential liabilities for anticipated tax audit issues based on its estimate of whether, and the extent to which, additional taxes will be due. If payment of these amounts ultimately proves to be unnecessary, the reversal of the liabilities would result in tax benefits being recognized in the period when the Company determines the liabilities are no longer necessary. If the

Company's estimate of tax liabilities proves to be less than the ultimate assessment, a further charge to expense would result.

Retirement and Postretirement Benefits Other than Pension Plans. The calculations of the costs and obligations of the Company's retirement and postretirement benefits other than pension plans are dependent on significant assumptions, judgments, and estimates. These assumptions, judgments, and estimates, which are determined based on Company information and market indicators and are evaluated at each annual measurement date, include discount rates, health care cost trend rates, expected return on plan assets, mortality rates, and other factors. Actual results that differ from these assumptions are accumulated and amortized over future periods and, therefore, generally affect recognized expenses and recorded obligations in future periods. Thus, while management believes that the assumptions used are appropriate, differences in actual experience or changes in assumptions may affect the Company's pension and postretirement benefit obligations and future expense.

Recently Issued Accounting Standards

In July 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities". SFAS No. 146 replaces Emerging Issues Task Force ("EITF") No. 94-3. SFAS No. 146 requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred, whereas EITF No. 94-3 required recognition of the liability at the commitment date to an exit plan. The Company adopted the provisions of SFAS No. 146 effective for exit or disposal activities initiated after December 31, 2002 and the adoption did not have a material effect on the Company's consolidated results of operations or financial position.

In November 2002, the FASB issued Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness to Others" ("FIN No. 45"). FIN No. 45 elaborates on the disclosures to be made by a guarantor in its financial statements about its obligations under certain guarantees that it has issued. It also clarifies that a guarantor is required to recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in issuing the guarantee. Certain guarantee contracts are excluded from both the disclosure and recognition requirements of FIN No. 45, including, among others, residual value guarantees under capital lease arrangements and loan commitments. The disclosure requirements of FIN No. 45 were effective as of December 31, 2002. The recognition requirements of FIN No. 45 are to be applied prospectively to guarantees issued or modified after December 31, 2002. The adoption of FIN No. 45 did not have a material impact on the Company's consolidated results of operations, financial position, or liquidity.

In January 2003, the FASB issued FASB Interpretation 46, "Consolidation of Variable Interest Entities, an Interpretation of ARB No. 51" ("FIN No. 46"). In December 2003, the FASB modified FIN No. 46 to make certain technical corrections and address certain implementation issues that had arisen. FIN No. 46 provides a new framework for identifying variable interest entities ("VIEs") and determining when a company should include the assets, liabilities, noncontrolling interests and results of activities of a VIE in its consolidated financial statements. FIN No. 46 requires a VIE to be consolidated if a party with an ownership, contractual or other financial interest in the VIE (a variable interest holder) is obligated to absorb a majority of the risk of loss from the VIE's activities, is entitled to receive a majority of the VIE's residual returns (if no party absorbs a majority of the VIE's losses), or both. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must initially record all the VIE's assets, liabilities and noncontrolling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest. FIN No. 46 also requires disclosures about VIEs that the variable interest holder is not required to consolidate but in which it has a significant variable interest.

FIN No. 46 was effective immediately for VIEs created after January 31, 2003. The provisions of FIN No. 46, as revised, were adopted as of December 31, 2003 for the Company's interests in VIEs that are special purposes entities ("SPEs"). The adoption of FIN No. 46 for interests in SPEs on December 31, 2003 did not have a material effect on the Company's consolidated balance sheet. The Company expects

to adopt the provisions of FIN No. 46 for the Company's variable interests in all VIEs as of March 31, 2004. The effect of adopting the provisions of FIN No. 46 for all the Company's variable interests is not expected to have a material impact on the Company's consolidated balance sheet at March 31, 2004.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity." SFAS No. 150 requires issuers to classify as liabilities (or assets in some circumstances) three classes of freestanding financial instruments that embody obligations for the issuer. Generally, SFAS No. 150 is effective for financial instruments entered into or modified after May 31, 2003 and is otherwise effective at the beginning of the first interim period beginning after June 15, 2003. The Company adopted the provisions of SFAS No. 150 on July 1, 2003. The Company did not enter into any financial instruments within the scope of SFAS No. 150 after May 31, 2003. Adoption of this statement did not have any effect on the Company's consolidated financial statements.

In December 2003, the FASB issued a revision to SFAS 132, "Employer's Disclosure about Pension and Other Postretirement Benefits." This revised statement requires that companies provide more detailed disclosures about the plan assets, benefit obligations, cash flows, benefit costs, and investment policies of their pension and postretirement benefit plans. This statement is effective for financial statements with fiscal years ending after December 15, 2003. The Company adopted the provisions of this statement on December 31, 2003.

Market Risk

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices. Our primary exposure to market risk is from changes in the value of our investment in Viacom stock and changes in interest rates.

Risk Related to a Change in Value of our Investment in Viacom Stock

At December 31, 2003, we held an investment of 11.0 million shares of Viacom stock, which was received as the result of the sale of television station KTVT to CBS in 1999 and the subsequent acquisition of CBS by Viacom in 2000. We entered into a secured forward exchange contract related to 10.9 million shares of the Viacom stock in 2000. The secured forward exchange contract protects the Company against decreases in the fair market value of the Viacom stock, while providing for participation in increases in the fair market value. At December 31, 2003, the fair market value of our investment in the 11.0 million shares of Viacom stock was $488.3 million, or $44.38 per share. The secured forward exchange contract protects us against decreases in the fair market value of the Viacom stock by way of a put option at a strike price below $56.05 per share, while providing for participation in increases in the fair market value by way of a call option at a strike price of $75.30 per share, as of December 31, 2003. Future dividend distributions received from Viacom may result in an adjusted call strike price.

Risks Related to Changes in Interest Rates

Interest Rate Risk Related to Our Indebtedness. We have exposure to interest rate changes primarily relating to outstanding indebtedness under the Senior Notes, our Nashville hotel loan and our new revolving credit facility.

In conjunction with our offering of the Senior Notes, we terminated our variable to fixed interest rate swaps with an original notional value of $200 million related to the senior term loan and the subordinated term loan portions of the 2003 Florida/ Texas senior secured credit facility which were repaid for a net benefit aggregating approximately $242,000.

We also entered into a new interest rate swap with respect to $125 million aggregate principal amount of our Senior Notes. This interest rate swap, which has a term of ten years, effectively adjusts the interest rate of that portion of the Senior Notes to LIBOR plus 2.95%. The interest rate swap and the Senior Notes are deemed effective and therefore the hedge has been treated as an effective fair value hedge under

SFAS No. 133. If LIBOR were to increase by 100 basis points, our annual interest cost would increase by approximately $1.3 million.

The terms of the Nashville hotel loan required the purchase of interest rate hedges in notional amounts equal to the outstanding balances of the Nashville hotel loans in order to protect against adverse changes in one-month LIBOR. Pursuant to these agreements, we have purchased instruments that cap its exposure to one-month LIBOR at 7.50%. If LIBOR and Eurodollar rates were to increase by 100 basis points each, our annual interest cost under the Nashville hotel loan based on debt amounts outstanding at December 31, 2003 would increase by approximately $2.0 million.

Cash Balances. Certain of our outstanding cash balances are occasionally invested overnight with high credit quality financial institutions. We do not have significant exposure to changing interest rates on invested cash at December 31, 2003. As a result, the interest rate market risk implicit in these investments at December 31, 2003, if any, is low.

Risks Related to Foreign Currency Exchange Rates.

Substantially all of our revenues are realized in U.S. dollars and are from customers in the United States. Although we own certain subsidiaries who conduct business in foreign markets and whose transactions are settled in foreign currencies, these operations are not material to our overall operations. Therefore, we do not believe we have any significant foreign currency exchange rate risk. We do not hedge against foreign currency exchange rate changes and do not speculate on the future direction of foreign currencies.

Summary

Based upon our overall market risk exposures at December 31, 2003, we believe that the effects of changes in the stock price of our Viacom stock or interest rates could be material to our consolidated financial position, results of operations or cash flows. However, we believe that the effects of fluctuations in foreign currency exchange rates on our consolidated financial position, results of operations or cash flows would not be material.

Forward-Looking Statements

This report contains statements with respect to the Company's beliefs and expectations of the outcomes of future events that are forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to risks and uncertainties, including, without limitation, the factors set forth under the caption "Risk Factors." Forward-looking statements include discussions regarding the Company's operating strategy, strategic plan, hotel development strategy, industry and economic conditions, financial condition, liquidity and capital resources, and results of operations. You can identify these statements by forward-looking words such as "expects," "anticipates," "intends," "plans," "believes," "estimates," "projects," and similar expressions. Although we believe that the plans, objectives, expectations and prospects reflected in or suggested by our forward-looking statements are reasonable, those statements involve uncertainties and risks, and we cannot assure you that our plans, objectives, expectations and prospects will be achieved. Our actual results could differ materially from the results anticipated by the forward-looking statements as a result of many known and unknown factors, including, but not limited to, those contained in Management's Discussion and Analysis of Financial Condition and Results of Operations, and elsewhere in this report. All written or oral forward-looking statements attributable to us are expressly qualified in their entirety by these cautionary statements. The Company does not undertake any obligation to update or to release publicly any revisions to forward-looking statements contained in this report to reflect events or circumstances occurring after the date of this report or to reflect the occurrence of unanticipated events.

Item 7A. ***Quantitative and Qualitative Disclosures About Market Risk***

The information called for by this Item is provided under the caption "Market Risk" under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Item 8. ***Financial Statements and Supplementary Data***

Information with respect to this Item is contained in the Company's consolidated financial statements included in the Index on page F-1 of this Annual Report on Form 10-K.

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

Effective June 14, 2002, the Company dismissed Arthur Andersen LLP ("Arthur Andersen") as the Company's independent public accountants. On that date, the Company appointed Ernst & Young LLP ("Ernst & Young") as its independent auditors for the fiscal year ending December 31, 2002. These actions were recommended by the Company's Audit Committee and approved by the Board of Directors of the Company.

Arthur Andersen's reports on the Company's consolidated financial statements for the Company's fiscal years ended 2001 and 2000 did not contain an adverse opinion or disclaimer of opinion, nor were they qualified or modified as to uncertainty, audit scope or accounting principles.

During the Company's two most recent fiscal years and any interim periods preceding the dismissal of Arthur Andersen, there were no disagreements between the Company and Arthur Andersen on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreement(s), if not resolved to the satisfaction of Arthur Andersen, would have caused it to make a reference to the subject matter of the disagreement(s) in connection with its report.

During the Company's two most recent fiscal years and any interim periods preceding the dismissal of Arthur Andersen, there have been no reportable events of the type required to be disclosed by Item 304(a)(1)(v) of Regulation S-K.

The Company provided Arthur Andersen with a copy of the foregoing disclosure and Arthur Andersen stated its agreement with such statements. Arthur Andersen's letter stating its agreement with such statements was filed as an exhibit to the current report on form 8-K, dated June 17, 2002.

During the fiscal years ended December 31, 2001 and 2000 and the subsequent interim period through June 14, 2002, the Company did not consult with Ernst & Young regarding any of the matters or events set fourth in Item 304(a)(2)(i) and (ii) of Regulation S-K. Notwithstanding the forgoing, during the fiscal year ended December 31, 2001 and during the first and second quarters of 2002, Ernst & Young and/or an affiliate thereof provided the Company with certain management and tax consulting services.

Item 9A. ***Controls and Procedures***

The Company maintains controls and procedures designed to ensure that information required to be disclosed in the reports that the Company files or submits under the Securities Exchange Act of 1934 (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. Based upon their evaluation of those controls and procedures performed as of December 31, 2003, the Chief Executive Officer and Chief Financial Officer of the Company concluded that the Company's disclosure controls and procedures are effective as of the end of the period covered by this report. There have been no significant changes in the Company's internal controls or in other factors that could significantly affect these controls subsequent to the date of their evaluation.

PART III

Item 10. ***Directors and Executive Officers of the Registrant***

Information about our Board of Directors is incorporated herein by reference to the discussion under the heading "Election of Directors" in our Proxy Statement for the 2004 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission.

Information required by Item 405 of Regulation S-K is incorporated herein by reference to the discussion under the heading “Section 16(a) Beneficial Ownership Reporting Compliance” in our Proxy Statement for the 2004 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission.

Certain other information concerning executive officers and certain other officers of the Company is included in Part I of this annual report on Form 10-K under the caption “Executive Officers of the Registrant.”

The Company has a separately designated audit committee of the board of directors established in accordance with the Exchange Act. Currently, Martin C. Dickinson, Laurence S. Geller, E. Gordon Gee, and Robert P. Bowen serve as members of the Audit Committee. Our Board of Directors has determined that Robert P. Bowen is an “audit committee financial expert” as defined by the SEC and is independent, as that term is defined in the Exchange Act.

Our Board of Directors has adopted a Code of Business Conduct and Ethics applicable to the members of our Board of Directors and our officers, including our Chief Executive Officer and Chief Financial Officer. In addition, the Board of Directors has adopted Corporate Governance Guidelines and restated charters for our Audit Committee, Human Resources Committee, and Nominating and Corporate Governance Committee. You can access our Code of Business Conduct and Ethics, Corporate Governance Guidelines and current committee charters on our website at www.gaylordentertainment.com or request a copy of any of the foregoing by writing to the following address: Gaylord Entertainment Company, Attention: Secretary, One Gaylord Drive, Nashville, Tennessee 37214. The Company will make any legally required disclosures regarding amendments to, or waivers of, provisions of the Code of Business Conduct and Ethics, Corporate Governance Guidelines or current committee charters on its website.

Item 11. ***Executive Compensation***

The information required by this Item is incorporated herein by reference to the discussion under the heading “Executive Compensation” in our Proxy Statement for the 2004 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

The information required by this Item is incorporated herein by reference to the discussions under the headings “Beneficial Ownership” and “Equity Compensation Plan Information” in our Proxy Statement for the 2004 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission.

Item 13. ***Certain Relationships and Related Transactions***

The information required by this Item is incorporated herein by reference to the discussion under the heading “Certain Relationships and Related Transactions” in our Proxy Statement for the 2004 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission.

Item 14. ***Principal Accountant Fees and Services***

The information required by this Item is incorporated herein by reference to the discussion under the heading “Independent Auditor Fee Information” in our Proxy Statement for the 2004 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission.

PART IV

Item 15. ***Exhibits, Financial Statement Schedules and Reports on Form 8-K***

(a)(1) *Financial Statements*

The accompanying index to financial statements on page F-1 of this annual report on Form 10-K is provided in response to this Item.

(a)(2) *Financial Statement Schedules*

The following financial statement schedules are filed as a part of this report, with reference to the applicable pages of this annual report on Form 10-K:

All other financial statement schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission are not required under the related instructions or are inapplicable and, therefore, have been omitted.

(a)(3) *Exhibits*

See Index to Exhibits, pages through .

(b) *Reports on Form 8-K*

The following Form 8-K reports were filed during the period October 1, 2003 through December 31, 2003:

(1) Filed October 20, 2003 (earliest event October 17, 2003) reporting, in Item 9, the Company's intention to offer $225 million aggregate principal amount of senior notes and reporting, in Item 12, the Company's expected financial results for the quarter ended September 30, 2003.

(2) Filed October 29, 2003 (earliest event October 29, 2003) reporting, in Item 9, the pricing of the Company's offering of $350 million aggregate principal amount of 8% senior notes due 2013.

(3) Filed November 4, 2003 (earliest event November 4, 2003) reporting, in Item 9, the Company's financial results for the quarter ended September 30, 2003.

(4) Filed November 13, 2003 (earliest event November 12, 2003) reporting, in Item 5 and Item 9, the closing of the Company's offering of $350 million aggregate principal amount of 8% senior notes due 2013 and an amendment to the Company's 2003 Florida/ Texas senior secured credit facility to provide for the issuance of the notes.

(5) Filed November 20, 2003 (earliest event November 20, 2003) reporting, in Item 5, the completion of the Company's acquisition of ResortQuest International, Inc.

The following Form 8-K reports were filed subsequent to December 31, 2003:

(1) Filed January 9, 2004 (earliest event January 9, 2004) reporting, in Item 5, the Company's audited financial statements for the three years ended December 31, 2002, which reflect the addition of financial information concerning subsidiaries that are guarantors or non-guarantors of the Company's outstanding senior notes.

(2) Filed February 10, 2004 (earliest event February 10, 2004) reporting, in Item 9, the Company's financial results for the quarter and year ended December 31, 2003.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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

By: /s/ COLIN V. REED

Colin V. Reed
President and Chief Executive Officer

March 10, 2004

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL D. ROSE Michael D. Rose	Chairman of the Board	March 10, 2004
/s/ MARTIN DICKINSON Martin Dickinson	Director	March 10, 2004
/s/ CHRISTINE GAYLORD EVEREST Christine Gaylord Everest	Director	March 10, 2004
/s/ E. K. GAYLORD II E. K. Gaylord II	Director	March 10, 2004
/s/ ROBERT P. BOWEN Robert P. Bowen	Director	March 10, 2004
/s/ LAURENCE S. GELLER Laurence S. Geller	Director	March 10, 2004
/s/ E. GORDON GEE E. Gordon Gee	Director	March 10, 2004
/s/ RALPH HORN Ralph Horn	Director	March 10, 2004
/s/ COLIN V. REED Colin V. Reed	Director, President and Chief Executive Officer (Principal Executive Officer)	March 10, 2004

Signature	Title	Date
/s/ DAVID C. KLOEPPEL David C. Kloeppel	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 10, 2004
/s/ ROD CONNOR Rod Connor	Senior Vice President and Chief Administrative Officer (Principal Accounting Officer)	March 10, 2004

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT AUDITORS

To the Board of Directors and Shareholders of

Gaylord Entertainment Company

We have audited the accompanying consolidated balance sheets of Gaylord Entertainment Company and subsidiaries as of December 31, 2003 and 2002, and the related consolidated statements of operations, cash flows, and stockholders' equity for each of the three years in the period ended December 31, 2003. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Gaylord Entertainment Company and subsidiaries at December 31, 2003 and 2002, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2003, in conformity with accounting principles generally accepted in the United States.

As discussed in Note 1 and elsewhere in the consolidated financial statements, the Company changed its method of accounting for goodwill and intangible assets in 2002 and derivative financial instruments and the disposition of long-lived assets in 2001.

/s/ ERNST & YOUNG LLP

Nashville, Tennessee

February 9, 2004, except for the
ninth paragraph of Note 16,
as to which the date is March 10, 2004

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

For the Years Ended December 31, 2003, 2002 and 2001

(Amounts in thousands, except per share data)

	2003	2002	2001
REVENUES	**$448,800**	$405,252	$296,066
OPERATING EXPENSES:			
Operating costs	**276,937**	254,583	201,299
Selling, general and administrative	**117,178**	108,732	67,212
Preopening costs	**11,562**	8,913	15,927
Gain on sale of assets	**—**	(30,529)	—
Impairment and other charges	**856**	—	14,262
Restructuring charges	**—**	(17)	2,182
Depreciation	**53,941**	52,694	34,738
Amortization	**5,009**	3,786	3,667
Operating (loss) income	**(16,683)**	7,090	(43,221)
INTEREST EXPENSE, NET OF AMOUNTS CAPITALIZED	**(52,804)**	(46,960)	(39,365)
INTEREST INCOME	**2,461**	2,808	5,554
UNREALIZED GAIN (LOSS) ON VIACOM STOCK	**39,831**	(37,300)	782
UNREALIZED (LOSS) GAIN ON DERIVATIVES	**(33,228)**	86,476	54,282
OTHER GAINS AND (LOSSES)	**2,209**	1,163	2,661
Income (loss) before provision (benefit) for income taxes, discontinued operations and cumulative effect of accounting change	**(58,214)**	13,277	(19,307)
PROVISION (BENEFIT) FOR INCOME TAXES	**(24,669)**	1,318	(9,142)
Income (loss) from continuing operations before discontinued operations and cumulative effect of accounting change	**(33,545)**	11,959	(10,165)
GAIN (LOSS) FROM DISCONTINUED OPERATIONS, NET OF TAXES	**34,371**	85,757	(48,833)
CUMULATIVE EFFECT OF ACCOUNTING CHANGE, NET OF TAXES	**—**	(2,572)	11,202
Net income (loss)	**$ 826**	$ 95,144	$ (47,796)
INCOME (LOSS) PER SHARE:			
Income (loss) from continuing operations	**$ (0.97)**	$ 0.36	$ (0.30)
Gain (loss) from discontinued operations, net of taxes	**0.99**	2.54	(1.45)
Cumulative effect of accounting change, net of taxes	**—**	(0.08)	0.33
Net income (loss)	**$ 0.02**	$ 2.82	$ (1.42)
INCOME (LOSS) PER SHARE — ASSUMING DILUTION:			
Income (loss) from continuing operations	**$ (0.97)**	$ 0.36	$ (0.30)
Gain (loss) from discontinued operations, net of taxes	**0.99**	2.54	(1.45)
Cumulative effect of accounting change, net of taxes	**—**	(0.08)	0.33
Net income (loss)	**$ 0.02**	$ 2.82	$ (1.42)

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

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2003 and 2002
(Amounts in thousands, except per share data)

	2003	2002
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents — unrestricted	**$ 120,965**	$ 98,632
Cash and cash equivalents — restricted	**37,723**	19,323
Trade receivables, less allowance of $1,805 and $467, respectively	**26,101**	22,374
Deferred financing costs	**26,865**	26,865
Deferred income taxes	**8,753**	7,048
Other current assets	**20,121**	25,889
Current assets of discontinued operations	**19**	4,095
Total current assets	**240,547**	204,226
PROPERTY AND EQUIPMENT, NET OF ACCUMULATED DEPRECIATION	**1,297,528**	1,110,163
INTANGIBLE ASSETS, NET OF ACCUMULATED AMORTIZATION	**29,505**	240
GOODWILL	**169,642**	6,915
INDEFINITE LIVED INTANGIBLE ASSETS	**40,591**	1,756
INVESTMENTS	**548,911**	509,080
ESTIMATED FAIR VALUE OF DERIVATIVE ASSETS	**146,278**	207,727
LONG-TERM DEFERRED FINANCING COSTS	**75,154**	100,933
OTHER ASSETS	**29,107**	24,323
LONG-TERM ASSETS OF DISCONTINUED OPERATIONS	**—**	13,328
Total assets	**$2,577,263**	$2,178,691
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and capital lease obligations	**$ 8,584**	$ 8,526
Accounts payable and accrued liabilities	**154,952**	80,685
Current liabilities of discontinued operations	**2,930**	6,652
Total current liabilities	**166,466**	95,863
SECURED FORWARD EXCHANGE CONTRACT	**613,054**	613,054
LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS, NET OF CURRENT PORTION	**540,175**	332,112
DEFERRED INCOME TAXES	**251,039**	230,867
ESTIMATED FAIR VALUE OF DERIVATIVE LIABILITIES	**21,969**	48,647
OTHER LIABILITIES	**79,226**	67,895
LONG-TERM LIABILITIES OF DISCONTINUED OPERATIONS	**825**	789
MINORITY INTEREST OF DISCONTINUED OPERATIONS	**—**	1,885
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Preferred stock, $.01 par value, 100,000 shares authorized, no shares issued or outstanding	**—**	—
Common stock, $.01 par value, 150,000 shares authorized, 39,403 and 33,780 shares issued and outstanding, respectively	**394**	338
Additional paid-in capital	**639,839**	520,796
Retained earnings	**283,624**	282,798
Unearned compensation	**(2,704)**	(1,018)
Accumulated other comprehensive loss	**(16,644)**	(15,335)
Total stockholders' equity	**904,509**	787,579
Total liabilities and stockholders' equity	**$2,577,263**	$2,178,691

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

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2003, 2002 and 2001
(Amounts in thousands)

	2003	2002	2001
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	**$ 826**	$ 95,144	$ (47,796)
Amounts to reconcile net income (loss) to net cash flows provided by operating activities:			
(Gain) loss from discontinued operations, net of taxes	**(34,371)**	(85,757)	48,833
Impairment and other charges	**856**	**—**	14,262
Cumulative effect of accounting change, net of taxes	**—**	2,572	(11,202)
Unrealized gain on Viacom stock and related derivatives	**(6,603)**	(49,176)	(55,064)
Depreciation and amortization	**58,950**	56,480	38,405
Gain on sale of assets	—	(30,529)	—
Provision (benefit) for deferred income taxes	**(24,871)**	64,582	(11,428)
Amortization of deferred financing costs	**35,219**	36,164	35,987
Changes in (net of acquisitions and divestitures):			
Trade receivables	**3,242**	(8,924)	5,273
Accounts payable and accrued liabilities	**17,808**	(336)	(16,773)
Other assets and liabilities	**22,860**	3,609	14,625
Net cash flows provided by operating activities — continuing operations	**73,916**	83,829	15,122
Net cash flows provided by operating activities — discontinued operations	**2,890**	3,451	368
Net cash flows provided by operating activities	**76,806**	87,280	15,490
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	**(223,720)**	(175,404)	(280,921)
Cash of business acquired	**4,228**	—	—
Proceeds from sale of assets	**175**	30,875	—
Other investing activities	**(2,328)**	(955)	3,033
Net cash flows used in investing activities — continuing operations	**(221,645)**	(145,484)	(277,888)
Net cash flows provided by investing activities — discontinued operations	**65,354**	232,570	17,794
Net cash flows provided by (used in) investing activities	**(156,291)**	87,086	(260,094)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of debt	**550,000**	85,000	535,000
Repayment of long-term debt	**(425,104)**	(214,846)	(241,503)
Deferred financing costs paid	**(18,289)**	**—**	(19,582)
(Increase) decrease in cash and cash equivalents — restricted	**(8,560)**	45,670	(52,326)
Proceeds from exercise of stock options and stock purchase plans	**4,459**	919	2,548
Other financing activities	**(594)**	—	—
Net cash flows provided by (used in) financing activities — continuing operations	**101,912**	(83,257)	224,137
Net cash flows provided by (used in) financing activities — discontinued operations	**(94)**	(1,671)	2,904
Net cash flows provided by (used in) financing activities	**101,818**	(84,928)	227,041
NET CHANGE IN CASH AND CASH EQUIVALENTS — UNRESTRICTED	**22,333**	89,438	(17,563)
CASH AND CASH EQUIVALENTS — UNRESTRICTED, BEGINNING OF YEAR	**98,632**	9,194	26,757
CASH AND CASH EQUIVALENTS — UNRESTRICTED, END OF YEAR	**$ 120,965**	$ 98,632	$ 9,194

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

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

For the Years Ended December 31, 2003, 2002 and 2001
(Amounts in thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Unearned Compensation	Other Comprehensive Income (Loss)	Total Stockholders' Equity
BALANCE, December 31, 2000	$334	$513,779	$235,450	$ (80)	$ 16,454	$765,937
COMPREHENSIVE LOSS:						
Net loss	—	—	(47,796)	—	—	(47,796)
Reclassification of gain on marketable securities	—	—	—	—	(17,957)	(17,957)
Unrealized loss on interest rate caps	—	—	—	—	(213)	(213)
Minimum pension liability, net of deferred income taxes	—	—	—	—	(7,672)	(7,672)
Foreign currency translation	—	—	—	—	711	711
Comprehensive loss						(72,927)
Exercise of stock options	2	2,327	—	—	—	2,329
Tax benefit on stock options	—	720	—	—	—	720
Employee stock plan purchases	—	219	—	—	—	219
Issuance of restricted stock	1	3,664	—	(3,665)	—	—
Cancellation of restricted stock	—	(928)	—	928	—	—
Compensation expense	—	(86)	—	796	—	710
BALANCE, December 31, 2001	337	519,695	187,654	(2,021)	(8,677)	696,988
COMPREHENSIVE INCOME:						
Net income	—	—	95,144	—	—	95,144
Unrealized loss on interest rate caps	—	—	—	—	(161)	(161)
Minimum pension liability, net of deferred income taxes	—	—	—	—	(7,252)	(7,252)
Foreign currency translation	—	—	—	—	755	755
Comprehensive income						88,486
Exercise of stock options	1	660	—	—	—	661
Tax benefit on stock options	—	28	—	—	—	28
Employee stock plan purchases	—	206	—	—	—	206
Modification of stock plan	—	52	—	—	—	52
Issuance of restricted stock	—	115	—	(115)	—	—
Issuance of stock warrants	—	40	—	—	—	40
Cancellation of restricted stock	—	(32)	—	32	—	—
Compensation expense	—	32	—	1,086	—	1,118
BALANCE, December 31, 2002	**338**	**520,796**	**282,798**	**(1,018)**	**(15,335)**	**787,579**
COMPREHENSIVE LOSS:						
Net income	**—**	**—**	**826**	**—**	**—**	**826**
Unrealized gain on interest rate derivatives	**—**	**—**	**—**	**—**	**498**	**498**
Minimum pension liability, net of deferred income taxes	**—**	**—**	**—**	**—**	**(1,774)**	**(1,774)**
Foreign currency translation	**—**	**—**	**—**	**—**	**(33)**	**(33)**
Comprehensive loss						**(483)**
Acquisition of business	**53**	**105,276**	**—**	**—**	**—**	**105,329**
Conversion of stock options of acquired business	**—**	**5,596**	**—**	**(1,387)**	**—**	**4,209**
Exercise of stock options	**2**	**4,187**	**—**	**—**	**—**	**4,189**
Tax benefit on stock options	**—**	**881**	**—**	**—**	**—**	**881**
Employee stock plan purchases	**—**	**270**	**—**	**—**	**—**	**270**
Shares issued to employees	**—**	**24**	**—**	**—**	**—**	**24**
Issuance of restricted stock	**1**	**1,237**	**—**	**(1,238)**	**—**	**—**
Cancellation of restricted stock	**—**	**(43)**	**—**	**43**	**—**	**—**
Compensation expense	**—**	**1,615**	**—**	**896**	**—**	**2,511**
BALANCE, December 31, 2003	**$394**	**$639,839**	**$283,624**	**$(2,704)**	**$(16,644)**	**$904,509**

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

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of the Business and Summary of Significant Accounting Policies

Gaylord Entertainment Company (the "Company") is a diversified hospitality and entertainment company operating, through its subsidiaries, principally in four business segments: Hospitality; ResortQuest; Opry and Attractions; and Corporate and Other. During the third quarter of 2003, the Company completed a sale of the assets primarily used in the operation of WSM-FM and WWTN(FM) (collectively, the "Radio Operations"). The Radio Operations, along with other businesses with respect to which the Company pursued plans of disposal in 2002 and prior periods, have been presented as discontinued operations as described in more detail below and in Note 5. The Radio Operations were previously included in a separate business segment, Opry and Media, along with WSM-AM. Due to the Radio Operations being included in discontinued operations, WSM-AM is now grouped in the Opry and Attractions business segment for all periods presented.

Business Segments

Hospitality

The Hospitality segment includes the operations of Gaylord Hotels(TM) branded hotels and the Radisson Hotel at Opryland. At December 31, 2003, the Company owns and operates the Gaylord Opryland Resort and Convention Center ("Gaylord Opryland" and formerly known as the "Opryland Hotel Nashville"), the Gaylord Palms Resort and Convention Center ("Gaylord Palms") and the Radisson Hotel at Opryland. Gaylord Opryland and the Radisson Hotel at Opryland are both located in Nashville, Tennessee. Gaylord Opryland is owned and operated by Opryland Hotel Nashville, LLC, a consolidated wholly-owned subsidiary of the Company incorporated in Delaware. The Gaylord Palms in Kissimmee, Florida opened in January 2002. The Company is developing a Gaylord hotel in Grapevine, Texas, the Gaylord Texan Resort & Convention Center ("Gaylord Texan"), which is expected to open in April 2004. The Company has entered into a purchase agreement with respect to a tract of land for the development of a hotel in the Washington, D.C. area. The purchase agreement is subject to designated closing conditions and provides for liquidated damages, currently in the amount of $1.0 million, in the event the Company elects not to purchase the property once the closing conditions have been satisfied. This project is subject to the availability of financing, resolution of certain zoning issues and approval of the Company's Board of Directors.

ResortQuest

The ResortQuest segment includes the operations of our vacation property management services subsidiaries. This branded network of vacation properties currently offers management services to approximately 19,300 properties in 50 premier beach, mountain, desert, and tropical resort locations. The acquisition of ResortQuest International, Inc. ("ResortQuest") was completed on November 20, 2003 as further discussed in Note 6. The results of operations of ResortQuest for the period November 20, 2003 to December 31, 2003 are included in these consolidated financial statements.

Opry and Attractions

The Opry and Attractions segment includes all of the Company's Nashville-based tourist attractions. At December 31, 2003, these include the Grand Ole Opry, the General Jackson Showboat, the Wildhorse Saloon, the Ryman Auditorium and the Springhouse Golf Club, among others. The Opry and Attractions segment also includes Corporate Magic, which specializes in the production of creative events in the corporate entertainment marketplace, and WSM-AM.

TM A registered trademark of Gaylord Entertainment Company

Corporate and Other

Corporate and Other includes salaries and benefits of the Company's executive and administrative personnel and various other overhead costs. This segment also includes the expenses and activities associated with the Company's ownership of various investments, including Bass Pro, Inc. ("Bass Pro"), the Nashville Predators, the naming rights agreement related to the Nashville Predators and Opry Mills. The Company owns minority interests in Bass Pro, a leading retailer of premium outdoor sporting goods and fishing products, and the Nashville Predators, a National Hockey League professional team. Until the second quarter of 2002, the Company owned a minority interest in a partnership with The Mills Corporation that developed Opry Mills, a Nashville entertainment and retail complex, which opened in May 2000. The Company sold its interest in Opry Mills during 2002 to certain affiliates of The Mills Corporation, as further discussed in Note 7. The Company also sold its majority interest in the Oklahoma RedHawks, a minor league baseball team, during the fourth quarter of 2003. During the first quarter of 2002, the Company disclosed that it intended to dispose of its investment in the Nashville Predators.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and all of its majority-owned subsidiaries. The Company's investments in non-controlled entities in which it has the ability to exercise significant influence over operating and financial policies are accounted for by the equity method. The Company's investments in other entities are accounted for using the cost method. All significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents — Unrestricted

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Cash and Cash Equivalents — Restricted

Restricted cash and cash equivalents represent cash held in escrow for required capital expenditures, property taxes, insurance payments and other reserves required pursuant to the terms of the Company's debt agreements, as further described in Note 12, as well as guest advance deposits held in escrow for lodging reservations and deposits held on real estate transactions.

Supplemental Cash Flow Information

Cash paid for interest for the years ended December 31 was comprised of (amounts in thousands):

	2003	2002	2001
Debt interest paid	**$ 20,638**	$17,749	$ 23,405
Deferred financing costs paid	**18,289**	—	19,582
Capitalized interest	**(14,810)**	(6,825)	(18,781)
Cash paid for interest, net of capitalized interest	**$ 24,117**	$10,924	$ 24,206

Net cash refunds for income taxes were $1.0 million, $63.2 million and $21.7 million for the years ended December 31, 2003, 2002 and 2001, respectively.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The Company's net cash flows provided by investing activities — discontinued operations in 2003, 2002, and 2001 primarily consist of cash proceeds received from the sale of discontinued operations.

On November 20, 2003, the Company acquired 100% of the outstanding common shares of ResortQuest in a tax-free stock for stock merger for a total purchase price of $114,698. The total purchase price of the ResortQuest acquisition was comprised of the following:

Fair value of common stock issued	$105,329
Fair value of stock options issued	5,596
Direct merger costs	3,773
Total	$114,698

The purchase price was allocated as follows:

Assets acquired, including cash acquired of $4,228	$ 283,019
Liabilities assumed	(169,708)
Deferred stock-based compensation	1,387
Net assets acquired	$ 114,698

Accounts Receivable

The Company's accounts receivable are primarily generated by meetings and convention attendees' room nights, as well as vacation rental property management fees. Receivables arising from these sales are not collateralized. Credit risk associated with the accounts receivable is minimized due to the large and diverse nature of the customer base. No customers accounted for more than 10% of the Company's trade receivables at December 31, 2003.

Allowance for Doubtful Accounts

The Company provides allowances for doubtful accounts based upon a percentage of revenue and periodic evaluations of the aging of accounts receivable.

Deferred Financing Costs

Deferred financing costs consist of prepaid interest, loan fees and other costs of financing that are amortized over the term of the related financing agreements, using the effective interest method. For the years ended December 31, 2003, 2002 and 2001, deferred financing costs of $35.2 million, $36.2 million and $36.0 million, respectively, were amortized and recorded as interest expense in the accompanying consolidated statements of operations. The current portion of deferred financing costs at December 31, 2003 represents the amount of prepaid contract payments related to the secured forward exchange contract discussed in Note 10 that will be amortized in the coming year.

Property and Equipment

Property and equipment are stated at cost. Improvements and significant renovations that extend the lives of existing assets are capitalized. Interest on funds borrowed to finance the construction of major capital additions is included in the cost of the applicable capital addition. Maintenance and repairs are charged to

expense as incurred. Property and equipment are depreciated using the straight-line method over the following estimated useful lives:

Buildings	40 years
Land improvements	20 years
Attractions-related equipment	16 years
Furniture, fixtures and equipment	3-8 years
Leasehold improvements	The shorter of the lease term or useful life

Impairment of Long-Lived Assets

In accounting for the Company's long-lived assets other than goodwill, the Company applies the provisions of Statement of Financial Accounting Standards ("SFAS") No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." The Company adopted the provisions of SFAS No. 144 during 2001 with an effective date of January 1, 2001. Under SFAS No. 144, the Company assesses its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of the assets or asset group may not be recoverable. Recoverability of long-lived assets that will continue to be used is measured by comparing the carrying amount of the asset or asset group to the related total future undiscounted net cash flows. If an asset or asset group's carrying value is not recoverable through those cash flows, the asset group is considered to be impaired. The impairment is measured by the difference between the assets' carrying amount and their fair value, based on the best information available, including market prices or discounted cash flow analyses.

Goodwill and Intangibles

In June 2001, the Financial Accounting Standards Board ("FASB") issued SFAS No. 141, "Business Combinations", and SFAS No. 142, "Goodwill and Other Intangible Assets". SFAS No. 141 supersedes 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. The Company adopted the provisions of SFAS No. 141 in June of 2001.

SFAS No. 142 supercedes APB Opinion No. 17, "Intangible Assets", and changes the accounting for goodwill and intangible assets. Effective January 1, 2002, the Company adopted SFAS No. 142. Under SFAS No. 142, goodwill and other intangible assets with indefinite useful lives are not amortized but are tested for impairment at least annually and whenever events or circumstances occur indicating that these intangibles may be impaired. The Company performs its review of goodwill for impairment by comparing the carrying value of the applicable reporting unit to the fair value of the reporting unit. If the fair value is less than the carrying value then the Company measures potential impairment by allocating the fair value of the reporting unit to the tangible assets and liabilities of the reporting unit in a manner similar to a business combination purchase price allocation. The remaining fair value of the reporting unit after assigning fair values to all of the reporting unit's assets and liabilities represents the implied fair value of goodwill of the reporting unit. The impairment is measured by the difference between the carrying value of goodwill and the implied fair value of goodwill. The Company's goodwill and intangibles are discussed further in Note 19.

Leases

The Company is leasing a 65.3 acre site in Osceola County, Florida on which the Gaylord Palms is located and a 23 acre site in Grapevine, Texas on which the Gaylord Texan will be located and has various other leasing arrangements, including leases for office space and office equipment. The Company

accounts for lease obligations in accordance with SFAS No. 13, "Accounting for Leases", and related interpretations. The Company's leases are discussed further in Note 16.

Investments

The Company owns investments in marketable securities and has minority interest investments in certain businesses. Marketable securities are accounted for in accordance with the provisions of SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities." Generally, non-marketable investments (excluding limited partnerships) in which the Company owns less than 20 percent are accounted for using the cost method of accounting and investments in which the Company owns between 20 percent and 50 percent and limited partnerships are accounted for using the equity method of accounting.

Other Assets

Other current and long-term assets of continuing operations at December 31 consist of (amounts in thousands):

	2003	2002
Other current assets:		
Other current receivables	**$ 6,716**	$ 5,916
Note receivable — current portion	**—**	10,000
Inventories	**4,828**	3,900
Prepaid expenses	**7,596**	3,850
Current income tax receivable	**—**	1,478
Other current assets	**981**	745
Total other current assets	**$20,121**	$25,889
Other long-term assets:		
Notes receivable	**$ 7,535**	$ 7,500
Deferred software costs, net	**15,904**	11,101
Other long-term assets	**5,668**	5,722
Total other long-term assets	**$29,107**	$24,323

Other current assets

Other current receivables result primarily from non-operating income and are due within one year. Inventories consist primarily of merchandise for resale and are carried at the lower of cost or market. Cost is computed on an average cost basis. Prepaid expenses consist of prepayments for insurance and contracts that will be expensed during the subsequent year.

Other long-term assets

Long-term notes receivable primarily consists of an unsecured note receivable from Bass Pro. This long-term note receivable bears interest at a variable rate which is payable quarterly and matures in 2009.

During 1998, ResortQuest recorded a note receivable of $4.0 million as a result of cash advances made to a primary stockholder ("Debtor") of the predecessor company who is no longer an affiliate of ResortQuest. The note is collateralized by a third mortgage on residential real estate owned by the Debtor. Due to the failure to make interest payments, the note receivable is now in default. The Company has

accelerated the note and demanded payment in full, although the Company has agreed to forebear collection until July 2004. The Company also contracted an independent external third party to appraise the property by which the note is secured, confirm the outstanding senior claims on the property and assess the associated credit risk. Based on this assessment, the Company recognized a valuation allowance of $4.0 million against the note receivable which was recorded as an adjustment of the purchase price allocation.

The Company capitalizes the costs of computer software developed for internal use in accordance with the American Institute of Certified Public Accountants ("AICPA") Statement of Position ("SOP") 98-1, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use". Accordingly, the Company capitalized the external costs to acquire and develop computer software and certain internal payroll costs during 2002 and 2001. Deferred software costs are amortized on a straight-line basis over their estimated useful lives of 3 to 5 years.

The Company accounts for the costs of computer software developed or obtained for internal use that is also sold or otherwise marketed in accordance with FASB Statement No. 86 "Accounting for the Costs of Computer Software to be Sold, Leased, or Otherwise Marketed."

These costs are being amortized on a straight-line basis over the estimated useful lives of the related projects ranging from three to ten years. In accordance with Statement No. 86, the Company periodically, or upon the occurrence of certain events, reviews these capitalized software cost balances for impairment.

Preopening Costs

In accordance with AICPA SOP 98-5, "Reporting on the Costs of Start-Up Activities", the Company expenses the costs associated with preopening expenses related to the construction of new hotels, start-up activities and organization costs as incurred.

Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities of continuing operations at December 31 consist of (amounts in thousands):

	2003	2002
Trade accounts payable	**$ 9,737**	$ 7,524
Accrued construction in progress	**18,993**	17,484
Property and other taxes payable	**19,820**	15,854
Deferred revenues	**60,271**	11,879
Accrued salaries and benefits	**16,860**	7,679
Restructuring accruals	**289**	701
Accrued self-insurance reserves	**3,683**	3,755
Accrued interest payable	**3,232**	554
Accrued advertising and promotion	**7,422**	4,206
Other accrued liabilities	**14,645**	11,049
Total accounts payable and accrued liabilities	**$154,952**	$80,685

Deferred revenues consist primarily of deposits on advance bookings of rooms and vacation properties and advance ticket sales at the Company's tourism properties. The increase in deferred revenues from 2002 is due to the acquisition of ResortQuest. The Company is self-insured up to a stop loss for certain losses relating to workers' compensation claims, employee medical benefits and general liability claims. The

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Company recognizes self-insured losses based upon estimates of the aggregate liability for uninsured claims incurred using certain actuarial assumptions followed in the insurance industry or the Company's historical experience.

Income Taxes

In accordance with SFAS No. 109, "Accounting for Income Taxes", the Company establishes deferred tax assets and liabilities based on the difference between the financial statement and income tax carrying amounts of assets and liabilities using existing tax laws and tax rates. See Note 13 for more detail on the Company's income taxes.

Minority Interests of Discontinued Operations

Minority interests of discontinued operations relate to the interests in consolidated companies that the Company does not wholly own. The Company allocates income or loss to the minority interests based on the percentage ownership not owned by the Company as it may change throughout the year. As of December 31, 2003, the Company has no minority interests recorded on its consolidated balance sheet due to the sale of the Company's interest in the Oklahoma RedHawks.

Revenue Recognition

Revenues from rooms are recognized as earned on the close of business each day. Revenues from concessions and food and beverage sales are recognized at the time of the sale. The Company recognizes revenues from the Opry and Attractions segment when services are provided or goods are shipped, as applicable.

The Company earns revenues from the ResortQuest segment through property management fees, service fees, and other sources. The Company receives property management fees when the properties are rented, which are generally a percentage of the rental price of the vacation property. Management fees range from approximately 3% to over 40% of gross lodging revenues collected based upon the type of services provided to the property owner and the type of rental units managed. Revenues are recognized ratably over the rental period based on the Company's proportionate share of the total rental price of the vacation condominium or home. The Company provides or arranges through third parties certain services for property owners or guests. Service fees include reservations, housekeeping, long-distance telephone, ski rentals, lift tickets, beach equipment and pool cleaning. Internally provided services are recognized as service fee revenue when the service is provided. Services provided by third parties are generally billed directly to property owners and are not included in the accompanying consolidated financial statements. The Company recognizes other revenues primarily related to real estate broker commissions and software and maintenance sales. The Company recognizes revenues on real estate sales when the transactions are complete, and such revenue is recorded net of the related agent commissions. The Company also sells a fully integrated software package, First Resort Software, specifically designed for the vacation property management business, along with ongoing service contracts. Software and maintenance revenues are recognized when the systems are installed and ratably over the service period, respectively, in accordance with SOP 97-2, "Software Revenue Recognition." Provision for returns and other adjustments are provided for in the same period the revenue was recognized.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs from continuing operations were $17.5 million, $22.8 million and $25.7 million for the years ended December 31, 2003, 2002 and 2001, respectively.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Stock-Based Compensation

SFAS No. 123, "Accounting for Stock-Based Compensation", encourages, but does not require, companies to record compensation cost for stock-based employee compensation plans at fair value. The Company has chosen to continue to account for employee stock-based compensation using the intrinsic value method as prescribed in APB Opinion No. 25, "Accounting for Stock Issued to Employees", and related interpretations, under which no compensation cost related to employee stock options has been recognized. In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation — Transition and Disclosure, an amendment of SFAS No. 123". SFAS No. 148 amends SFAS No. 123 to provide two additional methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. This statement also amends the disclosure requirements of SFAS No. 123 to require certain disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. The Company adopted the amended disclosure provisions of SFAS No. 148 on December 31, 2002, and the information contained in this report reflects the disclosure requirements of the new pronouncement. The Company will continue to account for employee stock-based compensation in accordance with APB Opinion No. 25.

If compensation cost for these plans had been determined consistent with SFAS No. 123, the Company's net income (loss) (in thousands) and income (loss) per share (in dollars) for the years ended December 31 would have been reduced (increased) to the following pro forma amounts:

	2003	2002	2001
NET INCOME (LOSS):			
As reported	**$ 826**	$95,144	$(47,796)
Stock-based employee compensation, net of tax effect	**3,067**	3,190	2,412
Pro forma	**$(2,241)**	$91,954	$(50,208)
INCOME (LOSS) PER SHARE:			
As reported	**$ 0.02**	$ 2.82	$ (1.42)
Pro forma	**$ (0.07)**	$ 2.72	$ (1.50)
INCOME (LOSS) PER SHARE — ASSUMING DILUTION:			
As reported	**$ 0.02**	$ 2.82	$ (1.42)
Pro forma	**$ (0.07)**	$ 2.72	$ (1.50)

The Company's stock-based compensation is further described in Note 15.

Discontinued Operations

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". SFAS No. 144 superseded SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of" and the accounting and reporting provisions for the disposal of a segment of a business of APB Opinion No. 30, "Reporting the Results of Operations — Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions".

SFAS No. 144 retained the requirements of SFAS No. 121 for the recognition and measurement of an impairment loss and broadened the presentation of discontinued operations to include a component of an

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

entity (rather than a segment of a business). The Company adopted the provisions of SFAS No. 144 during 2001 with an effective date of January 1, 2001.

In accordance with the provisions of SFAS No. 144, the Company has presented the operating results, financial position and cash flows of the following businesses as discontinued operations in the accompanying consolidated financial statements as of December 31, 2003 and 2002 and for each of the three years in the period ended December 31, 2003: WSM-FM and WWTN(FM); Word Entertainment ("Word"), the Company's contemporary Christian music business; the Acuff-Rose Music Publishing entity; GET Management, the Company's artist management business which was sold during 2001; the Company's ownership interest in the Oklahoma RedHawks, a minor league baseball team based in Oklahoma City, Oklahoma; the Company's international cable networks; the businesses sold to affiliates of The Oklahoma Publishing Company ("OPUBCO") in 2001 consisting of Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television and Gaylord Production Company; and the Company's water taxis that were sold in 2001. The results of operations of these businesses, including impairment and other charges, restructuring charges and any gain or loss on disposal, have been reflected as discontinued operations, net of taxes, in the accompanying consolidated statements of operations and the assets and liabilities of these businesses are reflected as discontinued operations in the accompanying consolidated balance sheets, as further described in Note 5.

Income (Loss) Per Share

SFAS No. 128, "Earnings Per Share", established standards for computing and presenting earnings per share. Under the standards established by SFAS No. 128, earnings per share is measured at two levels: basic earnings per share and diluted earnings per share. Basic earnings per share is computed by dividing net income by the weighted average number of common shares outstanding during the year. Diluted earnings per share is computed by dividing net income by the weighted average number of common shares outstanding after considering the effect of conversion of dilutive instruments, calculated using the treasury stock method. Income per share amounts are calculated as follows for the years ended December 31 (income and share amounts in thousands):

	2003		
	Income	**Shares**	**Per Share**
Net income	**$826**	**34,460**	**$0.02**
Effect of dilutive stock options	**—**	**—**	**—**
Net income — assuming dilution	**$826**	**34,460**	**$0.02**

	2002		
	Income	**Shares**	**Per Share**
Net income	$95,144	33,763	$2.82
Effect of dilutive stock options	—	31	—
Net income — assuming dilution	$95,144	33,794	$2.82

	2001		
	Loss	**Shares**	**Per Share**
Net loss	$(47,796)	33,562	$(1.42)
Effect of dilutive stock options	—	—	—
Net loss — assuming dilution	$(47,796)	33,562	$(1.42)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

For the years ended December 31, 2003 and 2001, the effect of dilutive stock options was the equivalent of approximately 74,000 and 99,000 shares of common stock outstanding, respectively. Because the Company had a loss from continuing operations in the years ended December 31, 2003 and 2001, these incremental shares were excluded from the computation of diluted earnings per share for those years as the effect of their inclusion would be anti-dilutive.

Comprehensive Income

SFAS No. 130, "Reporting Comprehensive Income", requires that changes in the amounts of certain items, including gains and losses on certain securities, be shown in the financial statements as a component of comprehensive income. The Company's comprehensive income (loss) is presented in the accompanying consolidated statements of stockholders' equity.

Financial Instruments

The Company has issued $350.0 million in aggregate principal amount of Senior Notes due 2013, which are discussed further in Note 12. These Senior Notes accrue interest at a fixed rate of 8%. The Company has entered into fixed to variable interest rate swaps with respect to $125.0 million principal amount of the Senior Notes. The carrying value of $125.0 million of the Senior Notes covered by this interest rate swap approximates fair value based upon the variable nature of this financial instrument's interest rate. However, the $225.0 million carrying value of the remaining Senior Notes does not approximate fair value. The fair value of this financial instrument, based upon quoted market prices, was $237.9 million as of December 31, 2003. The carrying value of the Senior Loan, which is also discussed in Note 12, approximates fair value based upon the variable nature of this financial instrument's interest rate. The carrying value of the Company's long-term notes receivable approximates fair value based upon the variable nature of these financial instruments' interest rates. Certain of the Company's investments are carried at fair value determined using quoted market prices as discussed further in Note 9. The carrying amount of short-term financial instruments (cash, trade receivables, accounts payable and accrued liabilities) approximates fair value due to the short maturity of those instruments. The concentration of credit risk on trade receivables is minimized by the large and diverse nature of the Company's customer base.

Derivatives and Hedging Activities

The Company utilizes derivative financial instruments to reduce interest rate risks and to manage risk exposure to changes in the value of certain owned marketable securities as discussed in Note 11 and portions of its fixed rate debt as discussed in Note 12. Effective January 1, 2001, the Company records derivatives in accordance with the provisions of SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities", which was subsequently amended by SFAS No. 138 and SFAS No. 149. SFAS No. 133, as amended, established 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. Changes in the fair value of those instruments are reported in earnings or other comprehensive income depending on the use of the derivative and whether it qualifies for hedge accounting.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified to conform to the 2003 financial statement presentation.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Newly Issued Accounting Standards

In July 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities". SFAS No. 146 replaces Emerging Issues Task Force ("EITF") No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (Including Certain Costs Incurred in a Restructuring)." SFAS No. 146 requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred, whereas EITF No. 94-3 required recognition of the liability at the commitment date to an exit plan. The Company adopted the provisions of SFAS No. 146 effective for exit or disposal activities initiated after December 31, 2002 and the adoption did not have a material effect on the Company's consolidated results of operations or financial position.

In November 2002, the FASB issued Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness to Others" ("FIN No. 45"). FIN No. 45 elaborates on the disclosures to be made by a guarantor in its financial statements about its obligations under certain guarantees that it has issued. It also clarifies that a guarantor is required to recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in issuing the guarantee. Certain guarantee contracts are excluded from both the disclosure and recognition requirements of FIN No. 45, including, among others, residual value guarantees under capital lease arrangements and loan commitments. The disclosure requirements of FIN No. 45 were effective as of December 31, 2002. The recognition requirements of FIN No. 45 are to be applied prospectively to guarantees issued or modified after December 31, 2002. The adoption of FIN No. 45 did not have a material impact on the Company's consolidated results of operations, financial position, or liquidity.

In January 2003, the FASB issued FASB Interpretation 46, "Consolidation of Variable Interest Entities, an Interpretation of ARB No. 51" ("FIN 46"). In December 2003, the FASB modified FIN No. 46 to make certain technical corrections and address certain implementation issues that had arisen. FIN No. 46 provides a new framework for identifying variable interest entities ("VIEs") and determining when a company should include the assets, liabilities, noncontrolling interests and results of activities of a VIE in its consolidated financial statements. FIN No. 46 requires a VIE to be consolidated if a party with an ownership, contractual or other financial interest in the VIE (a variable interest holder) is obligated to absorb a majority of the risk of loss from the VIE's activities, is entitled to receive a majority of the VIE's residual returns (if no party absorbs a majority of the VIE's losses), or both. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must initially record all of the VIE's assets, liabilities and noncontrolling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest. FIN No. 46 also requires disclosures about VIEs that the variable interest holder is not required to consolidate but in which it has significant variable interest.

FIN No. 46 was effective immediately for VIEs created after January 31, 2003. The provisions of FIN No. 46, as revised, were adopted as of December 31, 2003 for the Company's interests in VIEs that are special purpose entities ("SPEs"). The adoption of FIN No. 46 for interests in SPEs on December 31, 2003 did not have a material effect on the Company's consolidated balance sheet. The Company expects to adopt the provisions of FIN No. 46 for the Company's variable interests in all VIEs as of March 31,

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

2004. The effect of adopting the provisions of FIN No. 46 for all the Company's variable interests is not expected to have a material impact on the Company's consolidated balance sheet at March 31, 2004.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity". SFAS No. 150 requires issuers to classify as liabilities (or assets in some circumstances) three classes of freestanding financial instruments that embody obligations for the issuer. Generally, SFAS No. 150 is effective for financial instruments entered into or modified after May 31, 2003 and is otherwise effective at the beginning of the first interim period beginning after June 15, 2003. The Company adopted the provisions of SFAS No. 150 on July 1, 2003. The Company did not enter into any financial instruments within the scope of SFAS No. 150 after May 31, 2003. Adoption of this statement did not have any effect on the Company's consolidated financial statements.

In December 2003, the FASB issued a revision to SFAS No. 132, "Employer's Disclosure about Pension and Other Postretirement Benefits". This revised statement requires that companies provide more detailed disclosures about the plan assets, benefit obligations, cash flows, benefit costs, and investment policies of their pension and postretirement benefit plans. This statement is effective for financial statements with fiscal years ending after December 15, 2003. The Company adopted the provisions of this statement on December 31, 2003 and the information contained in this report reflects the disclosures required under the revised standard.

2. Construction Funding Requirements

As of December 31, 2003, the Company had $121.0 million in unrestricted cash, $88.7 million available under its revolving line of credit, and the net cash flows from certain operations to fund its cash requirements including the Company's 2004 construction commitments related to its hotel construction projects. The Company believes that these resources are adequate to fund all of the Company's 2004 construction commitments. The Company has entered into a purchase agreement with respect to a tract of land for the development of a hotel in the Washington, D.C. area. The purchase agreement is subject to designated closing conditions and provides for liquidated damages, currently in the amount of $1.0 million, in the event the Company elects not to purchase the property once the closing conditions have been satisfied. If the Company elects to purchase the property and develop the hotel, the Company would be required to obtain additional long term financing to fund the construction costs.

3. Impairment and Other Charges

During 2001, the Company named a new chairman and a new chief executive officer, and had numerous changes in senior management. The new management team instituted a corporate reorganization and the reevaluation of the Company's businesses and other investments (the "2001 Strategic Assessment"). As a result of the 2001 Strategic Assessment, the Company determined that the carrying value of certain long-lived assets were not fully recoverable and recorded pretax impairment and other charges from continuing operations during 2001 and 2003 in accordance with the provisions of SFAS No. 144.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The components of the impairment and other charges related to continuing operations for the years ended December 31 are as follows (amounts in thousands):

Additional impairment and other charges of $53.7 million during 2001 are included in discontinued operations.

	2003	2002	2001
Programming, film and other content	**$856**	—	$ 6,858
Gaylord Digital and other technology investments	**—**	—	4,576
Property and equipment	**—**	—	2,828
Total impairment and other charges	**$856**	—	$14,262

2001 Impairment and Other Charges

The Company began production of an IMAX movie during 2000 to portray the history of country music. As a result of the 2001 Strategic Assessment, the carrying value of the IMAX film asset was reevaluated on the basis of its estimated future cash flows resulting in an impairment charge of $6.9 million.

At December 31, 2000, the Company held a minority investment in a technology start-up business. During 2001, the unfavorable environment for technology businesses created difficulty for this business to obtain adequate capital to execute its business plan and, subsequently, the Company was notified that this technology business had been unsuccessful in arranging financing, resulting in an impairment charge of $4.6 million. The Company also recorded an impairment charge related to idle real estate of $2.0 million during 2001 based upon an assessment of the value of the property. The Company sold this idle real estate during the second quarter of 2002. Proceeds from the sale approximated the carrying value of the property. In addition, the Company recorded an impairment charge for other idle property and equipment totaling $0.8 million during 2001 primarily due to the consolidation of offices resulting from personnel reductions as discussed in Note 4.

2003 Impairment and Other Charges

In the third quarter of 2003, based on the revenues generated by the theatrical release of the IMAX movie, the asset was again reevaluated on the basis of estimated future cash flows. As a result, an additional impairment charge of $0.9 million was recorded in the third quarter of 2003. The carrying value of the asset was $1.2 million as of December 31, 2003.

4. Restructuring Charges

The following table summarizes the activities of the restructuring charges for continuing operations for the years ended December 31, 2003, 2002 and 2001 (amounts in thousands):

	Balance at December 31, 2002	Restructuring charges and adjustments	Payments	Balance at December 31, 2003
2001 restructuring charges	**$431**	**$ —**	**$337**	**$ 94**
2000 restructuring charge	**270**	**—**	**75**	**195**
	$701	**$ —**	**$412**	**$289**

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	Balance at December 31, 2001	Restructuring charges and adjustments	Payments	Balance at December 31, 2002
2002 restructuring charge	$ —	$ 1,062	$1,062	$ —
2001 restructuring charges	4,168	(1,079)	2,658	431
2000 restructuring charge	1,569	—	1,299	270
	$5,737	$ (17)	$5,019	$701

	Balance at December 31, 2000	Restructuring charges and adjustments	Payments	Balance at December 31, 2001
2001 restructuring charges	$ —	$ 5,848	$1,680	$4,168
2000 restructuring charge	10,825	(3,666)	5,590	1,569
	$10,825	$ 2,182	$7,270	$5,737

2002 Restructuring Charge

As part of the Company's ongoing assessment of operations, the Company identified certain duplication of duties within divisions and realized the need to streamline those tasks and duties. Related to this assessment, during the second quarter of 2002 the Company adopted a plan of restructuring resulting in a pretax restructuring charge of $1.1 million related to employee severance costs and other employee benefits unrelated to the discontinued operations. These restructuring charges were recorded in accordance with EITF Issue No. 94-3. As of December 31, 2002, the Company had recorded cash payments of $1.1 million against the 2002 restructuring accrual. During the fourth quarter of 2002, the outplacement agreements expired related to the 2002 restructuring charge. Therefore, the Company reversed the remaining $67,000 accrual. There was no remaining balance of the 2002 restructuring accrual at December 31, 2002.

2001 Restructuring Charges

During 2001, the Company recognized net pretax restructuring charges from continuing operations of $5.8 million related to streamlining operations and reducing layers of management. These restructuring charges were recorded in accordance with EITF Issue No. 94-3. During the second quarter of 2002, the Company entered into two subleases to lease certain office space the Company previously had recorded in the 2001 restructuring charges. As a result, the Company reversed $0.9 million of the 2001 restructuring charges during 2002 related to continuing operations based upon the occurrence of certain triggering events. Also during the second quarter of 2002, the Company evaluated the 2001 restructuring accrual and determined certain severance benefits and outplacement agreements had expired and adjusted the previously recorded amounts by $0.2 million. As of December 31, 2003, the Company has recorded cash payments of $4.7 million against the 2001 restructuring accrual. The remaining balance of the 2001 restructuring accrual at December 31, 2003 of $0.1 million is included in accounts payable and accrued liabilities in the consolidated balance sheets. The Company expects the remaining balances of the 2001 restructuring accrual to be paid by the end of 2005.

2000 Restructuring Charge

During 2000, the Company completed an assessment of its strategic alternatives related to its operations and capital requirements and developed a strategic plan designed to refocus the Company's operations, reduce its operating losses, and reduce its negative cash flows (the "2000 Strategic Assessment"). As part of the Company's 2000 Strategic Assessment, the Company recognized pretax restructuring charges of

$13.1 million related to continuing operations during 2000, in accordance with EITF Issue No. 94-3. Additional restructuring charges of $3.2 million during 2000 were included in discontinued operations. During 2001, the Company negotiated reductions in certain contract termination costs, which allowed the reversal of $3.7 million of the restructuring charges originally recorded during 2000. During the second quarter of 2002, the Company entered into a sublease that reduced the liability the Company was originally required to pay, and the Company reversed $0.1 million of the 2000 restructuring charge related to the reduction in required payments. As of December 31, 2003, the Company has recorded cash payments of $9.3 million against the 2000 restructuring accrual related to continuing operations. The remaining balance of the 2000 restructuring accrual at December 31, 2003 of $0.2 million, from continuing operations, is included in accounts payable and accrued liabilities in the consolidated balance sheets, which the Company expects to be paid by the end of 2005.

5. Discontinued Operations

As discussed in Note 1, the Company has reflected the following businesses as discontinued operations, consistent with the provisions of SFAS No. 144 and APB No. 30. The results of operations, net of taxes, (prior to their disposal, where applicable) and the carrying value of the assets and liabilities of these businesses have been reflected in the accompanying consolidated financial statements as discontinued operations in accordance with SFAS No. 144 for all periods presented. These required revisions to the prior year financial statements did not impact cash flows from operating, investing or financing activities.

WSM-FM and WWTN(FM)

During the first quarter of 2003, the Company committed to a plan of disposal of WSM-FM and WWTN(FM). Subsequent to committing to a plan of disposal during the first quarter of 2003, the Company, through a wholly-owned subsidiary, entered into an agreement to sell the assets primarily used in the operations of the Radio Operations to Cumulus Broadcasting, Inc. (“Cumulus”) in exchange for approximately $62.5 million in cash. In connection with this agreement, the Company also entered into a local marketing agreement with Cumulus pursuant to which, from April 21, 2003 until the closing of the sale of the assets, the Company, for a fee, made available to Cumulus substantially all of the broadcast time on WSM-FM and WWTN(FM). In turn, Cumulus provided programming to be broadcast during such broadcast time and collected revenues from the advertising that it sold for broadcast during this programming time. On July 22, 2003, the Company finalized the sale of the Radio Operations for approximately $62.5 million, at which time, net proceeds of approximately $50 million were placed in an escrow account for completion of the Gaylord Texan. Concurrently, the Company also entered into a joint sales agreement with Cumulus for WSM-AM in exchange for $2.5 million in cash. The Company will continue to own and operate WSM-AM, and under the terms of the joint sales agreement with Cumulus, Cumulus will be responsible for all sales of commercial advertising on WSM-AM and provide certain sales promotion, billing and collection services relating to WSM-AM, all for a specified commission. The joint sales agreement has a term of five years.

Acuff-Rose Music Publishing

During the second quarter of 2002, the Company committed to a plan of disposal of its Acuff-Rose Music Publishing catalog entity.

During the third quarter of 2002, the Company finalized the sale of the Acuff-Rose Music Publishing entity to Sony/ ATV Music Publishing for approximately $157.0 million in cash. The Company recognized a pretax gain of $130.6 million during the third quarter of 2002 related to the sale, which is recorded in the income from discontinued operations in the consolidated statement of operations. Proceeds of

$25.0 million were used to reduce the Company's outstanding indebtedness as further discussed in Note 12.

Oklahoma RedHawks

During 2002, the Company committed to a plan of disposal of its approximately 78% ownership interest in the Oklahoma RedHawks, a minor league baseball team based in Oklahoma City, Oklahoma. During the fourth quarter of 2003, the Company sold its interests in the RedHawks and received cash proceeds of approximately $6.0 million. The Company recognized a loss of $0.6 million, net of taxes, related to the sale in discontinued operations in the accompanying consolidated statement of operations.

Word Entertainment

During 2001, the Company committed to a plan to sell Word Entertainment. As a result of the decision to sell Word Entertainment, the Company reduced the carrying value of Word Entertainment to its estimated fair value by recognizing a pretax charge of $30.4 million in discontinued operations during 2001. The estimated fair value of Word Entertainment's net assets was determined based upon ongoing negotiations with potential buyers. Related to the decision to sell Word Entertainment, a pretax restructuring charge of $1.5 million was recorded in discontinued operations in 2001. The restructuring charge consisted of $0.9 million related to lease termination costs and $0.6 million related to severance costs. In addition, the Company recorded a reversal of $0.1 million of restructuring charges originally recorded during 2000. During the first quarter of 2002, the Company sold Word Entertainment's domestic operations to an affiliate of Warner Music Group for $84.1 million in cash. The Company recognized a pretax gain of $0.5 million in discontinued operations during the first quarter of 2002 related to the sale of Word Entertainment. Proceeds from the sale of $80.0 million were used to reduce the Company's outstanding indebtedness as further discussed in Note 12. During the third quarter of 2003, due to the expiration of certain indemnification periods as specified in the sales contract, a previously established indemnification reserve of $1.5 million was reversed and is included in the consolidated statement of operations.

International Cable Networks

During the second quarter of 2001, the Company adopted a formal plan to dispose of its international cable networks. As part of this plan, the Company hired investment bankers to facilitate the disposition process, and formal communications with potentially interested parties began in July 2001. In an attempt to simplify the disposition process, in July 2001, the Company acquired an additional 25% ownership interest in its music networks in Argentina, increasing its ownership interest from 50% to 75%. In August 2001, the partnerships in Argentina finalized a pending transaction in which a third party acquired a 10% ownership interest in the companies in exchange for satellite, distribution and sales services, bringing the Company's interest to 67.5%.

In December 2001, the Company made the decision to cease funding of its cable networks in Asia and Brazil as well as its partnerships in Argentina if a sale had not been completed by February 28, 2002. At that time the Company recorded pretax restructuring charges of $1.9 million consisting of $1.0 million of severance and $0.9 million of contract termination costs related to the networks. Also during 2001, the Company negotiated reductions in the contract termination costs with several vendors that resulted in a reversal of $0.3 million of restructuring charges originally recorded during 2000. Based on the status of the Company's efforts to sell its international cable networks at the end of 2001, the Company recorded pretax impairment and other charges of $23.3 million during 2001. Included in this charge are the impairment of an investment in the two Argentina-based music channels totaling $10.9 million, the impairment of fixed assets, including capital leases associated with certain transponders leased by the Company, of $6.9 million,

the impairment of a receivable of $3.0 million from the Argentina-based channels, current assets of $1.5 million, and intangible assets of $1.0 million.

During the first quarter of 2002, the Company finalized a transaction to sell certain assets of its Asia and Brazil networks, including the assignment of certain transponder leases. Also during the first quarter of 2002, the Company ceased operations based in Argentina. The transponder lease assignment required the Company to guarantee lease payments in 2002 from the acquirer of these networks. As such, the Company recorded a lease liability for the amount of the assignee's portion of the transponder lease.

Businesses Sold to OPUBCO

During 2001, the Company sold five businesses (Pandora Films, Gaylord Films, Gaylord Sports Management, Gaylord Event Television and Gaylord Production Company) to affiliates of OPUBCO for $22.0 million in cash and the assumption of debt of $19.3 million. The Company recognized a pretax loss of $1.7 million related to the sale in discontinued operations in the accompanying consolidated statement of operations. OPUBCO owns a minority interest in the Company. During 2002, three of the Company's directors were also directors of OPUBCO and voting trustees of a voting trust that controls OPUBCO. Additionally, these three directors collectively owned a significant ownership interest in the Company.

The following table reflects the results of operations of businesses accounted for as discontinued operations for the years ended December 31 (amounts in thousands):

	2003	2002	2001
REVENUES:			
Radio Operations	$3,703	$10,240	$ 8,207
Acuff-Rose Music Publishing	—	7,654	14,764
RedHawks	5,034	6,289	6,122
Word Entertainment	—	2,594	115,677
International cable networks	—	744	5,025
Businesses sold to OPUBCO	—	—	2,195
Other	—	—	609
Total revenues	$8,737	$27,521	$152,599
OPERATING INCOME (LOSS):			
Radio Operations	$ 615	$ 1,305	$ 2,184
Acuff-Rose Music Publishing	16	933	2,119
RedHawks	436	841	363
Word Entertainment	22	(917)	(5,710)
International cable networks	—	(1,576)	(6,375)
Businesses sold to OPUBCO	(620)	—	(1,816)
Other	—	—	(383)
Impairment and other charges	—	—	(53,716)
Restructuring charges	—	(20)	(2,959)
Total operating income (loss)	469	566	(66,293)
INTEREST EXPENSE	(1)	(81)	(797)
INTEREST INCOME	8	81	199

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	2003	2002	2001
OTHER GAINS AND (LOSSES)			
Radio Operations	54,555	—	—
Acuff-Rose Music Publishing	450	130,465	(11)
RedHawks	(1,159)	(193)	(134)
Word Entertainment	1,503	1,553	(1,059)
International cable networks	497	3,617	(1,002)
Businesses sold to OPUBCO	—	—	(1,674)
Other	—	—	(251)
Total other gains and (losses)	55,846	135,442	(4,131)
Income (loss) before provision (benefit) for income taxes	56,322	136,008	(71,022)
PROVISION (BENEFIT) FOR INCOME TAXES	21,951	50,251	(22,189)
Net income (loss) from discontinued operations	$34,371	$ 85,757	$(48,833)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The assets and liabilities of the discontinued operations presented in the accompanying consolidated balance sheets at December 31 are comprised of (amounts in thousands):

	2003	2002
CURRENT ASSETS:		
Cash and cash equivalents	**$ 19**	$ 1,812
Trade receivables, less allowance of $0 and $2,938, respectively	**—**	1,954
Inventories	**—**	163
Prepaid expenses	**—**	97
Other current assets	**—**	69
Total current assets	**19**	4,095
PROPERTY AND EQUIPMENT, NET OF ACCUMULATED DEPRECIATION	**—**	5,157
GOODWILL	**—**	3,527
INTANGIBLE ASSETS, NET OF ACCUMULATED AMORTIZATION	**—**	3,942
MUSIC AND FILM CATALOGS	**—**	—
OTHER LONG-TERM ASSETS	**—**	702
Total long-term assets	**—**	13,328
Total assets	**$ 19**	$17,423
CURRENT LIABILITIES:		
Current portion of long-term debt	**$ —**	$ 94
Accounts payable and accrued liabilities	**2,930**	6,558
Total current liabilities	**2,930**	6,652
LONG-TERM DEBT, NET OF CURRENT PORTION	**—**	—
OTHER LONG-TERM LIABILITIES	**825**	789
Total long-term liabilities	**825**	789
Total liabilities	**3,755**	7,441
MINORITY INTEREST OF DISCONTINUED OPERATIONS	**—**	1,885
TOTAL LIABILITIES & MINORITY INTEREST OF DISCONTINUED OPERATIONS	**$3,755**	$ 9,326

6. Acquisition

On November 20, 2003, pursuant to the Agreement and Plan of Merger dated as of August 4, 2003, Gaylord acquired 100% of the outstanding common shares of ResortQuest in a tax-free, stock-for-stock merger. ResortQuest is one of the nation's largest vacation rental property management companies with approximately 19,300 units under management in 50 premier destination resorts located in the continental United States and Canada. Under the terms of the agreement, ResortQuest stockholders received 0.275 shares of Gaylord common stock for each outstanding share of ResortQuest common stock, and the ResortQuest option holders received 0.275 options to purchase Gaylord common stock for each outstanding option to purchase one share of ResortQuest common stock. Based on the number of shares of ResortQuest common stock outstanding as of November 20, 2003 (19,339,502), the exchange ratio (0.275 Gaylord common share for each ResortQuest common share) and the average market price of Gaylord's common stock ($19.81, which is based on an average of the closing prices for two days before, the day of,

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

and two days after the date of the definitive agreement, August 4, 2003), Gaylord issued 5,318,363 shares of Gaylord common stock. In addition, based on the total number of ResortQuest options outstanding at November 20, 2003, Gaylord exchanged ResortQuest options for options to purchase 573,863 shares of Gaylord common stock. Together with the direct merger costs, this resulted in an aggregate purchase price of $114.7 million plus the assumption of ResortQuest's outstanding indebtedness as of November 20, 2003, which totaled $85.1 million.

The total purchase price of the ResortQuest acquisition is as follows (amounts in thousands):

Fair value of Gaylord common stock issued	$105,329
Fair value of Gaylord stock options issued	5,596
Direct merger costs incurred by Gaylord	3,773
Total	$114,698

Gaylord has accounted for the ResortQuest acquisition under the purchase method of accounting. Under the purchase method of accounting, the total purchase price was allocated to ResortQuest's net tangible and identifiable intangible assets based upon their fair value as of the date of completion of the ResortQuest acquisition. The Company determined these fair values with the assistance of a third party valuation expert. Any excess of the purchase price over the fair value of the net tangible and identifiable intangibles was recorded as goodwill. Goodwill will not be amortized and will be tested for impairment on an annual basis and whenever events or circumstances occur indicating that the goodwill may be impaired. The final allocation of the purchase price is subject to adjustments for a period not to exceed one year from the consummation date, the allocation period, in accordance with SFAS No. 141 "Business Combinations" and EITF Issue 95-3 "Recognition of Liabilities in Connection with a Purchase Business Combination." The allocation period is intended to differentiate between amounts that are determined as a result of the identification and valuation process required by SFAS No. 141 for all assets acquired and liabilities assumed and amounts that are determined because information that was not previously obtainable becomes obtainable.

The purchase price allocation as of November 20, 2003, was as follows:

(in thousands)	
Cash acquired	$ 4,228
Tangible assets acquired	47,511
Amortizable intangible assets	29,718
Trade names	38,835
Goodwill	162,727
Total assets acquired	283,019
Liabilities assumed	(84,608)
Debt assumed	(85,100)
Deferred stock-based compensation	1,387
Net assets acquired	$114,698

Tangible assets acquired totaled $47.5 million which included $9.8 million of restricted cash, $26.1 million of property and equipment and $7.0 million of net trade receivables.

As of November 20, 2003 and December 31, 2003, goodwill totaled $162.7 million which is reported within the ResortQuest segment. Approximately $73.5 million of the goodwill is expected to be deductible for income tax purposes. Approximately $29.7 million has been allocated to amortizable intangible assets

consisting primarily of existing property management contracts and ResortQuest's customer database. Property management contracts represent existing contracts with property owners, homeowner associations and other direct ancillary service contracts. Property management contracts are amortized on a straight-line basis over the remaining useful life of the contracts. Contracts originating in Hawaii are estimated to have a remaining useful life of ten years from acquisition, while contracts in the continental United States and Canada have a remaining estimated useful life of seven years from acquisition. Gaylord is amortizing the customer database over a two-year period. Included in the tangible assets acquired is ResortQuest's vacation rental management software, First Resort Software ("FRS") which is being amortized over a remaining estimated useful life of five years.

Of the total purchase price, approximately $38.8 million has been allocated to trade names consisting primarily of the "ResortQuest" trade name which is deemed to have an indefinite remaining useful life and therefore will not be amortized.

The Company recorded approximately $4.0 million of reserves and adjustments related to the Company's plans to consolidate certain support functions, to adjust for employee benefits, and to account for outstanding legal claims filed against ResortQuest as an adjustment to the purchase price allocation.

7. Divestitures

During 1998, the Company entered into a partnership with The Mills Corporation to develop the Opry Mills Shopping Center in Nashville, Tennessee. The Company held a one-third interest in the partnership as well as the title to the land on which the shopping center was constructed, which was being leased to the partnership. During the second quarter of 2002, the Company sold its partnership share to certain affiliates of The Mills Corporation for approximately $30.8 million in cash proceeds. In accordance with the provisions of SFAS No. 66, "Accounting for Sales of Real Estate", and other applicable pronouncements, the Company deferred approximately $20.0 million of the gain representing the estimated fair value of the continuing land lease interest between the Company and the Opry Mills partnership at June 30, 2002. The Company recognized the remainder of the proceeds, net of certain transaction costs, as a gain of approximately $10.6 million during the second quarter of 2002. During the third quarter of 2002, the Company sold its interest in the land lease to an affiliate of the Mills Corporation and recognized the remaining $20.0 million deferred gain, less certain transaction costs.

During 2001, the indemnification period related to the Company's 1999 disposition of television station KTVT in Dallas-Fort Worth ended, resulting in the recognition of a pretax gain of $4.6 million related to the reversal of previously recorded contingent liabilities. The gain is included in other gains and losses in the accompanying consolidated statements of operations.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

8. Property and Equipment

Property and equipment of continuing operations at December 31 is recorded at cost and summarized as follows (amounts in thousands):

	2003	2002
Land and land improvements	**$ 133,449**	$ 128,972
Buildings	**838,276**	819,610
Furniture, fixtures and equipment	**336,735**	312,690
Construction in progress	**397,969**	207,215
	1,706,429	1,468,487
Accumulated depreciation	**(408,901)**	(358,324)
Property and equipment, net	**$1,297,528**	$1,110,163

The increase in construction in progress during 2003 primarily relates to the construction of the Gaylord Texan, which is scheduled to open in April, 2004. Depreciation expense of continuing operations for the years ended December 31, 2003, 2002 and 2001 was $53.9 million, $52.7 million and $34.7 million, respectively. Capitalized interest for the years ended December 31, 2003, 2002 and 2001 was $14.8 million, $6.8 million and $18.8 million, respectively.

9. Investments

Investments related to continuing operations at December 31 are summarized as follows (amounts in thousands):

	2003	2002
Viacom Class B non-voting common stock	**$488,313**	$448,482
Bass Pro	**60,598**	60,598
Total investments	**$548,911**	$509,080

The Company acquired CBS Series B convertible preferred stock (“CBS Stock”) during 1999 as consideration in the divestiture of television station KTVT. CBS merged with Viacom in May 2000. As a result of the merger of CBS and Viacom, the Company received 11,003,000 shares of Viacom Class B non-voting common stock (“Viacom Stock”). The original carrying value of the CBS Stock was $485.0 million.

At December 31, 2000, the Viacom Stock was classified as available-for-sale as defined by SFAS No. 115, and accordingly, the Viacom Stock was recorded at market value, based upon the quoted market price, with the difference between cost and market value recorded as a component of other comprehensive income, net of deferred income taxes. In connection with the Company’s adoption of SFAS No. 133, effective January 1, 2001, the Company recorded a nonrecurring pretax gain of $29.4 million, related to reclassifying its investment in the Viacom Stock from available-for-sale to trading as defined by SFAS No. 115. This gain, net of taxes of $11.4 million, had been previously recorded as a component of stockholders’ equity. As trading securities, the Viacom Stock continues to be recorded at market value, but changes in market value are included as gains and losses in the consolidated statements of operations. For the year ended December 31, 2003, the Company recorded net pretax gains of $39.8 million related to the increase in fair value of the Viacom Stock. For the year ended December 31, 2002, the Company recorded net pretax losses of $37.3 million related to the decrease in fair value of the Viacom Stock. For the year

ended December 31, 2001, the Company recorded net pretax losses of $28.6 million related to the decrease in fair value of the Viacom Stock subsequent to January 1, 2001.

Bass Pro completed a restructuring at the end of 1999 whereby certain assets, including a resort hotel in Southern Missouri and an interest in a manufacturer of fishing boats, are no longer owned by Bass Pro. Subsequent to the Bass Pro restructuring, the Company's ownership interest in Bass Pro equaled 19.1% and, accordingly, the Company accounts for the investment using the cost method of accounting.

During 1997, the Company purchased a 19.9% limited partnership interest in the Nashville Predators for $12.0 million. The Company accounts for its investment using the equity method as required by EITF Issue No. 02-14, "Whether the Equity Method of Accounting Applies When an Investor Does Not Have an Investment in Voting Stock of an Investee but Exercises Significant Influence through Other Means". The Company recorded losses of $1.4 million and $3.9 million during 2002 and 2001, respectively, resulting from the Nashville Predators' net losses. The carrying value of the investment in the Predators was zero at December 31, 2003 and 2002 and $1.4 million at December 31, 2001. The Company has not recognized its share of losses in 2003 or reduced its investment below zero as the Company is not obligated to make future contributions to the Predators. Through dilution, the Company holds a 10.5% ownership interest in the Nashville Predators as of December 31, 2003.

10. Secured Forward Exchange Contract

During May 2000, the Company entered into a seven-year secured forward exchange contract ("SFEC") with an affiliate of Credit Suisse First Boston with respect to 10,937,900 shares of Viacom Stock. The seven-year SFEC has a notional amount of $613.1 million and required contract payments based upon a stated 5% rate. The SFEC protects the Company against decreases in the fair market value of the Viacom Stock while providing for participation in increases in the fair market value, as discussed below. The Company realized cash proceeds from the SFEC of $506.5 million, net of discounted prepaid contract payments and prepaid interest related to the first 3.25 years of the contract and transaction costs totaling $106.6 million. In October 2000, the Company prepaid the remaining 3.75 years of contract interest payments required by the SFEC of $83.2 million. As a result of the prepayment, the Company will not be required to make any further contract payments during the seven-year term of the SFEC. Additionally, as a result of the prepayment, the Company was released from certain covenants of the SFEC, which related to sales of assets, additional indebtedness and liens. The unamortized balances of the prepaid contract interest are classified as current assets of $26.9 million as of December 31, 2003 and 2002 and long-term assets of $64.3 million and $91.2 million in the accompanying consolidated balance sheets as of December 31, 2003 and 2002, respectively. The Company is recognizing the prepaid contract payments and deferred financing charges associated with the SFEC as interest expense over the seven-year contract period using the effective interest method. The Company utilized $394.1 million of the net proceeds from the SFEC to repay all outstanding indebtedness under its 1997 revolving credit facility. As a result of the SFEC, the 1997 revolving credit facility was terminated.

The Company's obligation under the SFEC is collateralized by a security interest in the Company's Viacom Stock. At the end of the seven-year contract term, the Company may, at its option, elect to pay in cash rather than by delivery of all or a portion of the Viacom Stock. The SFEC protects the Company against decreases in the fair market value of the Viacom stock by way of a put option at a strike price below $56.05 per share, while providing for participation in increases in the fair market value by way of a call option at a strike price of $75.30 per share, as of December 31, 2003. Future dividend distributions received from Viacom may result in an adjusted call strike price. For any appreciation above $75.30 per share, the Company will participate in the appreciation at a rate of 25.93%.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

In accordance with the provisions of SFAS No. 133, as amended, certain components of the secured forward exchange contract are considered derivatives, as discussed in Note 11.

11. Derivative Financial Instruments

The Company utilizes derivative financial instruments to reduce certain of its interest rate risks and to manage risk exposure to changes in the value of its Viacom Stock.

The Company adopted the provisions of SFAS No. 133 on January 1, 2001. In connection with the adoption of SFAS No. 133, as amended, the Company recorded a gain of $11.2 million, net of taxes of $7.1 million, as a cumulative effect of an accounting change effective January 1, 2001 to record the derivatives associated with the SFEC at fair value. Upon adoption of SFAS No. 133, the Company valued the SFEC based on pricing provided by a financial institution and reviewed by the Company. The financial institution's market prices are prepared for each quarter close period on a mid-market basis by reference to proprietary models and do not reflect any bid/offer spread. For the years ended December 31, 2003, 2002 and 2001, the Company recorded net pretax gains (losses) in the Company's consolidated statement of operations of ($33.2) million, $86.5 million and $54.3 million, respectively, related to the increase (decrease) in the fair value of the derivatives associated with the SFEC.

During 2001, the Company entered into three contracts to cap its interest rate risk exposure on its long-term debt. Two of the contracts capped the Company's exposure to one-month LIBOR rates on up to $375.0 million of outstanding indebtedness at 7.5%. Another interest rate cap, which capped the Company's exposure on one-month Eurodollar rates on up to $100.0 million of outstanding indebtedness at 6.625%, expired in October 2002. These interest rate caps qualified for treatment as cash flow hedges in accordance with the provisions of SFAS No. 133, as amended. As such, the effective portion of the gain or loss on the derivative instrument is initially recorded in accumulated other comprehensive income as a separate component of stockholders' equity and subsequently reclassified into earnings in the period during which the hedged transaction is recognized in earnings. The ineffective portion of the gain or loss, if any, is recognized as income or expense immediately.

The Company also purchased LIBOR rate swaps as required by the 2003 Loans as discussed in Note 12. The Company hedged a notional amount of $200.0 million, although the 2003 Loans only required that 50% of the outstanding amount be hedged. The LIBOR rate swap effectively locks the variable interest rate at a fixed interest rate at 1.48% in year one and 2.09% in year two. The LIBOR rate swaps qualify for treatment as cash flow hedges in accordance with the provisions of SFAS No. 133, as amended. Anticipating the issuance of the Senior Notes and the subsequent repayment of the 2003 Loans, the Company terminated $100.0 million of the LIBOR rate swaps effective October 31, 2003. Upon issuance of the Senior Notes and the repayment of the 2003 Loans, the Company terminated the remaining $100.0 million of the LIBOR rate swaps effective November 12, 2003. The Company received proceeds from the termination of these LIBOR rate swaps in the amount of $0.2 million.

Upon issuance of the Senior Notes, the Company entered into two interest rate swap agreements with a notional amount of $125.0 million to convert the fixed rate on a certain portion of the Senior Notes to a variable rate in order to access the lower borrowing costs currently available on floating-rate debt. Under these swap agreements, which mature on November 15, 2013, the Company receives a fixed rate of 8% and pays a variable rate, in arrears, equal to six-month LIBOR plus 2.95%. The terms of the swap agreement mirror the terms of the Senior Notes, including semi-annual settlements on the 15th of May and November each year. Under the provisions of SFAS No. 133, as amended, changes in the fair value of this interest rate swap agreement must be offset against the corresponding change in fair value of the Senior Notes through earnings. The Company has determined that there will not be an ineffective portion of this hedge and therefore, no impact on earnings. As of December 31, 2003, the Company determined that, based upon dealer quotes, the fair value of these interest rate swap agreements was ($1.5) million.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The Company has recorded a derivative liability and an offsetting reduction in the balance of the Senior Notes accordingly.

12. Debt

The Company's debt and capital lease obligations related to continuing operations at December 31 consist of (amounts in thousands):

	2003	2002
Senior Loan	**$199,181**	$213,185
Mezzanine Loan	**—**	66,000
Term Loan	**—**	60,000
Senior Notes	**350,000**	—
Fair value derivatives effective for Senior Notes	**(1,544)**	—
Notes payable	**200**	—
Capital lease obligations	**922**	1,453
Total debt	**548,759**	340,638
Less amounts due within one year	**(8,584)**	(8,526)
Total long-term debt	**$540,175**	$332,112

Annual maturities of long-term debt, excluding capital lease obligations and derivatives, are as follows (amounts in thousands). Note 16 discusses the capital lease obligations in more detail, including annual maturities.

2004	$ 8,104
2005	8,104
2006	183,173
2007	—
2008	—
Years thereafter	350,000
Total	$549,381

Accrued interest payable at December 31, 2003 and 2002 was $3.2 million and $0.6 million, respectively, and is included in accounts payable and accrued liabilities in the accompanying consolidated balance sheets.

Senior Loan and Mezzanine Loan

In 2001, the Company, through wholly owned subsidiaries, entered into two loan agreements, a $275.0 million senior loan (the "Senior Loan") and a $100.0 million mezzanine loan (the "Mezzanine Loan") (collectively, the "Nashville Hotel Loans") with affiliates of Merrill Lynch & Company acting as principal. The Senior Loan is secured by a first mortgage lien on the assets of Gaylord Opryland and is due in 2004. Amounts outstanding under the Senior Loan bear interest at one-month LIBOR plus approximately 1.02%. The Mezzanine Loan, which was repaid and terminated in November 2003 using proceeds of the Senior Notes discussed below, was secured by the equity interest in the wholly-owned subsidiary that owns Gaylord Opryland, was due in April 2004 and bore interest at one-month LIBOR plus 6.0%. At the Company's option, the Senior Loan may be extended for two additional one-year terms beyond its scheduled maturity, subject to Gaylord Opryland meeting certain financial ratios and other

criteria. The Nashville Hotel Loans required monthly principal payments of approximately $0.7 million during their three-year terms in addition to monthly interest payments. The terms of the Senior Loan and the Mezzanine Loan required the Company to purchase 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 purchased instruments that cap its exposure to one-month LIBOR at 7.5% as discussed in Note 11. The Company used $235.0 million of the proceeds from the Nashville Hotel Loans to refinance the remaining outstanding portion of $235.0 million of an interim loan obtained from Merrill Lynch Mortgage Capital, Inc. in 2000. At closing, the Company was required to escrow certain amounts, including $20.0 million related to future renovations and related capital expenditures at Gaylord Opryland. The net proceeds from the Nashville Hotel Loans after refinancing of an interim loan and paying required escrows and fees were approximately $97.6 million. At December 31, 2003 and 2002, the unamortized balance of the deferred financing costs related to the Nashville Hotel Loans was $0.8 million and $7.3 million, respectively. The weighted average interest rates for the Senior Loan for 2003 and 2002, including amortization of deferred financing costs, were 4.2% and 4.5%, respectively. The weighted average interest rates for the Mezzanine Loan for 2003 and 2002, including amortization of deferred financing costs, were 10.7% and 10.5%, respectively.

The terms of the Nashville Hotel Loans required that the Company maintain certain escrowed cash balances and comply with certain financial covenants, and impose limits on transactions with affiliates and indebtedness. The financial covenants under the Mezzanine Loan were structured such that failure to meet certain ratios at one level triggers certain cash management restrictions and failure to meet certain ratios at a second level results in an event of default under the Mezzanine Loan. Based upon the financial covenant calculations at December 31, 2002, the cash management restrictions were in effect which required that all excess cash flows, as defined, be escrowed and may be used to repay principal amounts owed on the Senior Loan. During 2002, the Company negotiated certain revisions to the financial covenants under the Mezzanine Loan. After these revisions, the Company was in compliance with the covenants under the Nashville Hotel Loans for which the failure to comply would result in an event of default at December 31, 2002. During the second quarter of 2003, the Company's ratios had improved such that the cash management restrictions were lifted. As of December 31, 2003, the Mezzanine Loan was repaid and the Company was in compliance with all covenants and the cash management restrictions were not in effect. There can be no assurance that the Company will remain in compliance with the covenants that would result in an event of default under the Nashville Hotel Loans. The Company believes it has certain other possible alternatives to reduce borrowings outstanding under the Nashville Hotel Loans which would allow the Company to remedy any event of default. Any event of noncompliance that results in an event of default under the Senior Loan would enable the lenders to demand payment of all outstanding amounts, which would have a material adverse effect on the Company's financial position, results of operations and cash flows.

During November, 2003, the Company used the proceeds of the Senior Notes, as discussed below, to repay $66.0 million outstanding under the Mezzanine Loan portion of the Nashville Hotel Loans. As a result of the prepayment of the Mezzanine Loan, the Company wrote off $0.7 million in deferred financing costs, which is recorded as interest expense in the consolidated statement of operations. The remaining terms of the Senior Loan are the same as discussed above.

Term Loan

During 2001, the Company entered into a three-year delayed-draw senior term loan (the "Term Loan") of up to $210.0 million with Deutsche Banc Alex. Brown Inc., Salomon Smith Barney, Inc. and CIBC World Markets Corp. (collectively the "Banks"). During May 2003, the Company used $60 million of the proceeds from the 2003 Loans, as discussed below, to pay off the Term Loan. Concurrent with the payoff the Term Loan, the Company wrote off the remaining, unamortized deferred financing costs of

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

$1.5 million related to the Term Loan, which is recorded as interest expense in the consolidated statement of operations. Proceeds of the Term Loan were used to finance the construction of Gaylord Palms and the initial construction phases of the Gaylord Texan, as well as for general operating purposes. The Term Loan was primarily secured by the Company's ground lease interest in Gaylord Palms.

At the Company's option, amounts outstanding under the Term Loan bore interest at the prime interest rate plus 2.125% or the one-month Eurodollar rate plus 3.375%. The terms of the Term Loan required the purchase of interest rate hedges in notional amounts equal to $100.0 million in order to protect against adverse changes in the one-month Eurodollar rate. Pursuant to these agreements, the Company purchased instruments that cap its exposure to the one-month Eurodollar rate at 6.625% as discussed in Note 11. In addition, the Company was required to pay a commitment fee equal to 0.375% per year of the average unused portion of the Term Loan.

During the first three months of 2002, the Company sold Word's domestic operations as described in Note 5, which required the prepayment of the Term Loan in the amount of $80.0 million. As required by the Term Loan, the Company used $15.9 million of the net cash proceeds, as defined under the Term Loan agreement, received from the 2002 sale of the Opry Mills investment described in Note 7 to reduce the outstanding balance of the Term Loan. In addition, the Company used $25.0 million of the net cash proceeds, as defined under the Term Loan agreement, received from the sale of Acuff-Rose Music Publishing to reduce the outstanding balance of the Term Loan. Also during 2002, the Company made a principal payment of approximately $4.1 million under the Term Loan. Net borrowings under the Term Loan for 2002 were $85.0 million. As of December 31, 2002, the Company had outstanding borrowings of $60.0 million under the Term Loan. Proceeds from the 2003 Loans, as discussed below, were used to repay the Term Loan in 2003.

The terms of the Term Loan required the Company to purchase an interest rate instrument which capped the interest rate paid by the Company. This instrument expired in the fourth quarter of 2002. Due to the expiration of the interest rate instrument, the Company was out of compliance with the terms of the Term Loan. Subsequent to December 31, 2002, the Company obtained a waiver from the lenders whereby this event of non-compliance was waived as of December 31, 2002 and also removed the requirement to maintain such instruments for the remaining term of the Term Loan.

2003 Loans

During May of 2003, the Company finalized a $225 million credit facility (the "2003 Loans") with Deutsche Bank Trust Company Americas, Bank of America, N.A., CIBC Inc. and a syndicate of other lenders. The 2003 Loans consisted of a $25 million senior revolving facility, a $150 million senior term loan and a $50 million subordinated term loan. The 2003 Loans were due in 2006. The senior loan bore interest of LIBOR plus 3.5%. The subordinated loan bore interest of LIBOR plus 8.0%. The 2003 Loans were secured by the Gaylord Palms assets and the Gaylord Texan assets. At the time of closing the 2003 Loans, the Company engaged LIBOR interest rate swaps which fixed the LIBOR rates of the 2003 Loans at 1.48% in year one and 2.09% in year two. The interest rate swaps related to the 2003 Loans are discussed in more detail in Note 11. The Company was required to pay a commitment fee equal to 0.5% per year of the average daily unused portion of the 2003 Loans. Proceeds of the 2003 Loans were used to pay off the Term Loan of $60 million as discussed above and the remaining net proceeds of approximately $134 million were deposited into an escrow account for the completion of the construction of the Gaylord Texan. The provisions of the 2003 Loans contain covenants and restrictions including compliance with certain financial covenants, restrictions on additional indebtedness, escrowed cash balances, as well as other customary restrictions.

In connection with the offering of the Senior Notes, on November 12, 2003 the Company amended the 2003 Loans to, among other things, permit the ResortQuest acquisition and the issuance of the Senior

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Notes, maintain the $25.0 million revolving credit facility portion of the 2003 Loans, to repay and eliminate the $150 million senior term loan portion and the $50 million subordinated term loan portion of the 2003 Loans and make certain other amendments to the 2003 Loans. During November, 2003, as discussed below, the Company used the proceeds of the Senior Notes to repay all amounts outstanding under the 2003 Loans. As a result of the prepayment of the 2003 Loans, the Company wrote off $6.6 million in deferred financing costs, which is included in interest expense in the consolidated statement of operations.

Senior Notes

On November 12, 2003, the Company completed its offering of $350 million in aggregate principal amount of senior notes due 2013 (the "Senior Notes") in an institutional private placement. The interest rate of the Senior Notes is 8%, although the Company has entered into fixed to variable interest rate swaps with respect to $125 million principal amount of the Senior Notes which results in an effective interest rate of LIBOR plus 2.95% with respect to that portion of the Senior Notes. The Senior Notes, which mature on November 15, 2013, bear interest semi-annually in arrears on May 15 and November 15 of each year, starting on May 15, 2004. The Senior Notes are redeemable, in whole or in part, at any time on or after November 15, 2008 at a designated redemption amount, plus accrued and unpaid interest. In addition, the Company may redeem up to 35% of the Senior Notes before November 15, 2006 with the net cash proceeds from certain equity offerings. The Senior Notes rank equally in right of payment with the Company's other unsecured unsubordinated debt, but are effectively subordinated to all the Company's secured debt to the extent of the assets securing such debt. The Senior Notes are guaranteed on a senior unsecured basis by each of the Company's subsidiaries that was a borrower or guarantor under the 2003 Loans, and as of November 2003, to the new revolving credit facility. In connection with the offering of the Senior Notes, the Company paid approximately $9.4 million in deferred financing costs. The net proceeds from the offering of the Senior Notes, together with $22.5 million of the Company's cash on hand, were used as follows:

- $275.5 million was used to repay the $150 million senior term loan portion and the $50 million subordinated term loan portion of the 2003 Loans, as discussed above, as well as the remaining $66 million of the Company's $100 million Mezzanine Loan and to pay certain fees and expenses related to the ResortQuest acquisition; and

- $79.2 million was placed in escrow pending consummation of the ResortQuest acquisition. As of November 20, 2003, the $79.2 million together with $8.2 million of the available cash, was used to repay ResortQuest's senior notes and its credit facility, the principal amount of which aggregated $85.1 million at closing and a related prepayment penalty. The Company wrote off $0.4 million in deferred financing costs, which is recorded as interest expense in the consolidated statements of operations.

New Revolving Credit Facility

On November 20, 2003, the Company entered into a new $65.0 million revolving credit facility, which subsequently was increased to $100.0 million. The new revolving credit facility, which replaced the revolving credit portion under the 2003 Florida/ Texas senior secured credit facility, matures in May 2006 and borrowings thereunder bear interest at a rate of either LIBOR plus 3.50% or the lending banks' base rate plus 2.25%. Borrowings may be made with interest periods ranging from one to three months, at the election of the Company and all principal amounts may be continued until maturity. The Company may elect to reduce principal amounts outstanding under the revolving credit facility from time to time without penalty or premium. The new revolving credit facility is guaranteed by the Company's subsidiaries that

were guarantors or borrowers under our 2003 Florida/ Texas senior secured credit facility and is secured by a leasehold mortgage on the Gaylord Palms. The new revolving credit facility requires the Company to achieve substantial completion and initial opening of the Gaylord Texan by June 30, 2004. As of December 31, 2003, no borrowings were outstanding under the new revolving credit facility, but the lending banks had issued a total of $11.3 million in letters of credit under the credit facility for the Company. The Company is required to pay a commitment fee equal to 0.5% per year of the average daily unused revolving portion of the new revolving credit facility.

13. Income Taxes

The provision (benefit) for income taxes from continuing operations consists of the following (amounts in thousands):

	2003	2002	2001
CURRENT:			
Federal	**$(18,367)**	$ —	$ —
State	**(3,284)**	1,336	(32)
Total current provision (benefit)	**(21,651)**	1,336	(32)
DEFERRED:			
Federal	**901**	32	(8,657)
State	**(4,053)**	(1,393)	(453)
Foreign	**134**	—	—
Total deferred benefit	**(3,018)**	(1,361)	(9,110)
Effect of tax law change	**—**	1,343	**—**
Total provision (benefit) for income taxes	**$(24,669)**	$ 1,318	$(9,142)

The tax benefits associated with the exercise of stock options during the years ended 2003, 2002, and 2001 were $0.9 million, $0.03 million and $0.7 million, respectively, and are reflected as an increase in additional paid-in capital in the accompanying consolidated statements of stockholders' equity.

During 2002, the Tennessee legislature increased the corporate income tax rate from 6% to 6.5%. As a result, the Company increased the deferred tax liability by $1.3 million and increased 2002 tax expense by $1.3 million. Due to the utilization of state net operating loss carryforwards from the sale of the Radio Operations in 2003, as discussed in Note 5, the Company released a portion of the valuation allowance to increase the deferred tax asset by $2.4 million and to reduce the tax expense by $2.4 million.

The effective tax rate as applied to pretax income (loss) from continuing operations differed from the statutory federal rate due to the following:

	2003	2002	2001
U.S. federal statutory rate	**35%**	35%	35%
State taxes (net of federal tax benefit and change in valuation allowance)	**8**	—	2
Effective tax law change	**—**	7	**—**
Previously accrued income taxes	**—**	(37)	16
Other	**(1)**	5	(6)
	42%	10%	47%

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Provision is made for deferred federal and state income taxes in recognition of certain temporary differences in reporting items of income and expense for financial statement purposes and income tax purposes. Significant components of the Company's deferred tax assets and liabilities at December 31 are as follows (amounts in thousands):

	2003	2002
DEFERRED TAX ASSETS:		
Accounting reserves and accruals	**$ 20,895**	$ 20,553
Defined benefit plan	**8,944**	8,360
Goodwill and other intangibles	**—**	5,149
Investments in stock	**3,458**	4,681
Forward exchange contract	**38,609**	28,111
Rent escalation and naming rights	**6,752**	—
Net operating loss carryforwards	**24,998**	15,296
Tax credits and other carryforwards	**7,833**	7,085
Other assets	**2,832**	540
Total deferred tax assets	**114,321**	89,775
Valuation allowance	**(9,918)**	(11,403)
Total deferred tax assets, net of valuation allowance	**104,403**	78,372
DEFERRED TAX LIABILITIES:		
Goodwill and other intangibles	**24,376**	—
Property and equipment, net	**87,705**	72,085
Investments in stock & derivatives	**229,942**	227,379
Investments in partnerships	**1,939**	—
Other liabilities	**2,727**	2,727
Total deferred tax liabilities	**346,689**	302,191
Net deferred tax liabilities	**$242,286**	$223,819

At December 31, 2003, the Company had federal net operating loss carryforwards of $28.3 million which will begin to expire in 2020. In addition, the Company had federal minimum tax credits of $5.4 million that will not expire and other federal tax credits of $0.8 million that will begin to expire in 2018. The Company acquired net operating losses of $20.1 million and federal minimum tax credits of $0.2 million as a result of the acquisition of ResortQuest as described in Note 6. The Company's utilization of these tax attributes will be limited due to the ownership change that resulted from the acquisition. However, management currently believes that these carryforwards will be ultimately fully utilized. State net operating loss carryforwards at December 31, 2003 totaled $349.8 million and will expire between 2004 and 2018. Foreign net operating loss carryforwards at December 31, 2003 totaled $0.2 million and will expire in 2010. The use of certain state and foreign net operating losses and other state and foreign deferred tax assets are limited to the future taxable earnings of separate legal entities. As a result, a valuation allowance has been provided for certain state and foreign deferred tax assets, including loss carryforwards. The change in valuation allowance was $(1.5) million, $(0.7) million and $(0.7) million in 2003, 2002 and 2001, respectively. Based on the expectation of future taxable income, management believes that it is more likely than not that the results of operations will generate sufficient taxable income to realize the deferred tax assets after giving consideration to the valuation allowance.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Deferred income taxes resulting from the unrealized gain on the investment in the Viacom Stock were $11.4 million at December 31, 2000 and were reflected as a reduction in stockholders' equity. Effective January 1, 2001, the Company reclassified its investment in the Viacom Stock from available-for-sale to trading as defined by SFAS No. 115, which required the recognition of a deferred tax provision of $11.4 million for the year ended December 31, 2001. These amounts are reflected in the accompanying consolidated statement of operations. At December 31, 2003, the deferred tax liability relating to the Viacom Stock and the related SFEC (see Note 10) was $229.9 million, which amounts will be payable upon expiration of the SFEC which is scheduled for May 2007.

During the years ended 2002 and 2001, the Company recognized benefits of $4.9 million and $3.2 million, respectively, related to the settlement of certain federal income tax issues with the Internal Revenue Service ("IRS") as well as the closing of open tax years for federal and state tax purposes. The Company reached a $2.0 million partial settlement of Internal Revenue Service audits of the Company's 1996-1997 tax returns during 2001. The IRS has completed and closed its audits of the Company's tax returns through 1998. The IRS has also completed its audits of the Company's tax returns for the years 1999 through 2001. The Company does not believe the resolution of those audits will have a material effect on the Company's consolidated results of operations or financial position.

During the second quarter of 2002, the Company received an income tax refund of $64.6 million in cash from the U.S. Department of Treasury as a result of the net operating loss carry back provisions of the Job Creation and Worker Assistance Act of 2002. Net cash refunds for income taxes were approximately $1.0 million, $63.2 million and $21.7 million in 2003, 2002 and 2001, respectively.

14. Stockholders' Equity

Holders of common stock are entitled to one vote per share. During 2000, the Company's Board of Directors voted to discontinue the payment of dividends on its common stock.

15. Stock Plans

At December 31, 2003 and 2002, 3,327,325 and 3,241,037 shares, respectively, of the Company's common stock were reserved for future issuance pursuant to the exercise of stock options under the stock option and incentive plan. Under the terms of this plan, stock options are granted with an exercise price equal to the fair market value at the date of grant and generally expire ten years after the date of grant. Generally, stock options granted to non-employee directors are exercisable immediately, while options granted to employees are exercisable one to four years from the date of grant. The Company accounts for this plan under APB Opinion No. 25 and related interpretations, under which no compensation expense for employee and non-employee director stock options has been recognized.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions used for grants in 2003, 2002 and 2001, respectively: risk-free interest rates of 2.8%, 4.1% and 4.7%; expected volatility of 35.5%, 33.1% and 34.2%; expected lives of 4.8, 4.3 and 5.4 years; expected dividend rates of 0% for all years. The weighted average fair value of options granted was $7.40, $8.16 and $10.10 in 2003, 2002 and 2001, respectively.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Stock option awards available for future grant under the stock plan at December 31, 2003 and 2002 were 2,113,252 and 956,181 shares of common stock, respectively. Stock option transactions under the plan and options converted at the ResortQuest acquisition are summarized as follows:

	2003		2002		2001	
	Number of Shares	Weighted Average Exercise Price	Number of Shares	Weighted Average Exercise Price	Number of Shares	Weighted Average Exercise Price
Outstanding at beginning of year	**3,241,037**	**$26.21**	3,053,737	$26.60	2,352,712	$26.38
Granted	**777,390**	**21.21**	635,475	24.26	1,544,600	25.35
Converted at ResortQuest acquisition	**573,863**	**21.18**	—	—	—	—
Exercised	**(235,860)**	**17.75**	(29,198)	22.63	(203,543)	11.44
Canceled	**(612,813)**	**26.52**	(418,977)	26.33	(640,032)	27.59
Outstanding at end of year	**3,743,617**	**24.88**	3,241,037	26.21	3,053,737	26.60
Exercisable at end of year	**1,840,310**	**27.02**	1,569,697	27.27	1,235,324	27.39

A summary of stock options outstanding at December 31, 2003 is as follows:

	Options Outstanding			Options Exercisable	
Option Exercise Price Range	Number of Shares	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Number of Shares Exerciseable	Weighted Average Exercise Price
$12.58-20.00	325,383	5.1	$15.42	111,905	$14.92
20.01-25.00	1,181,990	7.7	21.65	289,332	22.94
25.01-30.00	1,964,844	6.6	26.86	1,176,839	27.16
30.01-35.00	153,012	4.2	32.56	143,846	32.60
35.01-40.00	116,326	4.3	40.00	116,326	40.00
40.01-58.18	2,062	5.3	57.12	2,062	57.12
12.58-58.18	3,743,617	6.6	24.88	1,840,310	27.02

The plan also provides for the award of restricted stock. At December 31, 2003 and 2002, awards of restricted stock of 111,350 and 86,025 shares, respectively, of common stock were outstanding. The market value at the date of grant of these restricted shares was recorded as unearned compensation as a component of stockholders' equity. Unearned compensation is amortized and expensed over the vesting period of the restricted stock. At December 31, 2003, there was approximately $1.4 million in unearned deferred compensation related to restricted unit grants recorded as other stockholders' equity in the accompanying consolidated balance sheet.

Included in compensation expense for 2003 is $1.6 million related to the grant of 620,500 units under the Company's Performance Accelerated Restricted Stock Unit Program which was implemented in the second quarter of 2003.

The Company has an employee stock purchase plan whereby substantially all employees are eligible to participate in the purchase of designated shares of the Company's common stock at a price equal to the lower of 85% of the closing price at the beginning or end of each quarterly stock purchase period. The Company issued 12,888, 14,753 and 11,965 shares of common stock at an average price of $16.95, $17.47 and $18.27 pursuant to this plan during 2003, 2002 and 2001, respectively.

16. Commitments and Contingencies

Capital leases

During 2003 and 2002, the Company entered into one and three capital leases, respectively. There were no capital leases in effect at December 31, 2001. In the accompanying consolidated balance sheets, the following amounts of assets under capitalized lease agreements are included in property and equipment and other long-term assets and the related obligations are included in debt (amounts in thousands):

	2003	2002
Property and equipment	**$1,563**	$1,965
Other long-term assets	**898**	412
Accumulated depreciation	**(567)**	(144)
Net assets under capital leases in property and equipment	**$1,894**	$2,233
Current lease obligations	**$ 480**	$ 522
Long-term lease obligations	**442**	931
Capital lease obligations	**$ 922**	$1,453

Operating leases

Rental expense related to continuing operations for operating leases was $13.6 million, $13.1 million and $2.7 million for 2003, 2002 and 2001, respectively. The increase in 2002 is related to the operating land lease for Gaylord Palms as discussed below. Non-cash lease expense for 2003 and 2002 was $6.5 million, as discussed below.

Future minimum cash lease commitments under all non-cancelable leases in effect for continuing operations at December 31, 2003 are as follows (amounts in thousands):

	Capital Leases	Operating Leases
2004	$ 553	$ 11,350
2005	237	9,777
2006	133	7,698
2007	59	7,197
2008	10	6,138
Years thereafter	—	692,695
Total minimum lease payments	992	$734,855
Less amount representing interest	(70)	
Total present value of minimum payments	922	
Less current portion of obligations	(480)	
Long-term obligations	$ 442	

The Company entered into a 75-year operating lease agreement during 1999 for 65.3 acres of land located in Osceola County, Florida for the development of Gaylord Palms. The lease requires annual lease payments of approximately $3.2 million. The lease agreement provides for an annual 3% escalation of base rent beginning in 2007. As required by SFAS No. 13, and related interpretations, the terms of this lease require that the Company recognize lease expense on a straight-line basis, which resulted in an annual

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

lease expense of approximately $9.8 million for 2003 and 2002. This rent included approximately $6.5 million of non-cash expenses during 2003 and 2002. The Company is currently attempting to renegotiate certain terms of the lease in an attempt to more closely align the economic cost of the lease with the impact on the Company's results of operations. At the end of the 75-year lease term, the Company may extend the operating lease to January 31, 2101, at which point the buildings and fixtures will be transferred to the lessor. The Company also records contingent rentals based upon net revenues associated with the Gaylord Palms operations. The Company recorded $0.7 million and $0.6 million of contingent rentals related to the Gaylord Palms in 2003 and 2002, respectively.

Other commitments and contingencies

During 1999, the Company entered into a 20-year naming rights agreement related to the Nashville Arena with the Nashville Predators. The Nashville Arena has been renamed the Gaylord Entertainment Center as a result of the agreement. The contractual commitment required the Company to pay $2.1 million during the first year of the contract, with a 5% escalation each year for the remaining term of the agreement. The Company is accounting for the naming rights agreement expense on a straight-line basis over the 20-year contract period. The Company recognized naming rights expense of $3.4 million for the years ended December 31, 2003, 2002 and 2001, which is included in selling, general and administrative expenses in the accompanying consolidated statements of operations.

The Company has purchased stop-loss coverage in order to limit its exposure to any significant levels of claims relating to workers' compensation, employee medical benefits and general liability for which it is self-insured.

The Company has entered into employment agreements with certain officers, which provides for severance payments upon certain events, including a change of control.

In connection with the Company's execution of the Agreement of Limited Partnership of the Nashville Hockey Club, L.P. on June 25, 1997, the Company, its subsidiary CCK, Inc., Craig Leipold, Helen Johnson-Leipold (Mr. Leipold's wife) and Samuel C. Johnson (Mr. Leipold's father-in-law) entered into a guaranty agreement executed in favor of the National Hockey League (NHL). This agreement provides for a continuing guarantee of the following obligations for as long as any of these obligations remain outstanding: (i) all obligations under the expansion agreement between the Nashville Hockey Club, L.P. and the NHL; and (ii) all operating expenses of the Nashville Hockey Club, L.P. The maximum potential amount which the Company and CCK, collectively, could be liable under the guaranty agreement is $15.0 million, although the Company and CCK would have recourse against the other guarantors if required to make payments under the guarantee. As of December 31, 2003, the Company had not recorded any liability in the consolidated balance sheet associated with this guarantee.

The Company is a party to the lawsuit styled *Nashville Hockey Club Limited Partnership v. Gaylord Entertainment Company*, Case No. 03-1474, now pending in the Chancery Court for Davidson County, Tennessee. In its complaint for breach of contract, Nashville Hockey Club Limited Partnership alleged that the Company failed to honor its payment obligation under a Naming Rights Agreement for the multi-purpose arena in Nashville known as the Gaylord Entertainment Center. Specifically, Plaintiff alleged that the Company failed to make a semi-annual payment to Plaintiff in the amount of $1,186,566 when due on January 1, 2003 and in the amount of $1,245,894 when due on July 1, 2003. The Company contended that it effectively fulfilled its obligations due under the Naming Rights Agreement by way of set off against obligations owed by Plaintiff to CCK Holdings, LLC ("CCK") under a "put option" CCK exercised pursuant to the Partnership Agreement between CCK and Plaintiff. CCK has assigned the proceeds of its put option to the Company. The Company vigorously contested this case by filing an answer and counterclaim denying any liability to Plaintiff, specifically alleging that all payments due to Plaintiff under the Naming Rights Agreement had been paid in full and asserting a counterclaim for amounts owing on

the put option under the Partnership Agreement. Plaintiff filed a motion for summary judgment which was argued on February 6, 2004, and on March 10, 2004 the Chancellor granted the Plaintiff's motion, requiring the Company to make payments (including $4.1 million payable to date) under the Naming Rights Agreement in cash and finding that conditions to the satisfaction of the Company's put option have not been met. The Company intends to appeal this decision and continue to vigorously assert its rights in this litigation. Because the Company continued to recognize the expense under the Naming Rights Agreement, payment of the accrued amounts under the Naming Rights Agreement will not affect the Company's results of operation.

As previously disclosed in January 2003, the Company restated its historical financial statements for 2000, 2001 and the first nine months of 2002 to reflect certain non-cash changes, which resulted primarily from a change to the Company's income tax accrual and the manner in which the Company accounted for its investment in the Nashville Predators. The Company has been advised by the Securities and Exchange Commission (the "SEC") Staff that it is conducting a formal investigation into the financial results and transactions that were the subject of the restatement by the Company. The SEC Staff is reviewing documents provided by the Company and its independent public accountants and has taken or will take testimony from former and current employees of the Company. The Company has been cooperating with the SEC staff and intends to continue to do so. Nevertheless, if the SEC makes a determination adverse to the Company, the Company may face sanctions, including, but not limited to, monetary penalties and injunctive relief.

One of the Company's ResortQuest subsidiaries is a party to the lawsuit styled *Awbrey et al. v. Abbott Realty Services, Inc.*, Case No. 02-CA-1203, now pending in the Okaloosa County, Florida Circuit Court. The plaintiffs are owners of 16 condominium units at the Jade East condominium development in Destin, Florida, and they have filed suit alleging, among other things, nondisclosure and misrepresentation by the Company's real estate sales agents in the sale of Plaintiffs' units. Plaintiffs seek unspecified damages and a jury trial. The Company has filed pleadings denying the plaintiffs' allegations and asserting several affirmative defenses, among them that the claims of the plaintiffs have been released in connection with the April 2001 settlement of a 1998 lawsuit filed by the Jade East condominium owners association against the original condominium's developer. The Company has also filed a motion for summary judgment which has been set for hearing in May 2004. At this stage it is difficult to ascertain the likelihood of an unfavorable outcome. The damages sought by each plaintiff will be in excess of $200,000, making the total exposure to the sixteen unit owners in excess of $3.2 million. Those damages are disputed by the Company as overstated and unproven, and the Company intends to vigorously defend this case.

The Company, in the ordinary course of business, is involved in certain legal actions and claims on a variety of other matters. It is the opinion of management that such legal actions will not have a material effect on the results of operations, financial condition or liquidity of the Company.

17. Retirement Plans

Prior to January 1, 2001, the Company maintained a noncontributory defined benefit pension plan in which substantially all of its employees were eligible to participate upon meeting the pension plan's participation requirements. The benefits were based on years of service and compensation levels. On January 1, 2001 the Company amended its defined benefit pension plan to determine future benefits using a cash balance formula. On December 31, 2000, benefits credited under the plan's previous formula were frozen. Under the cash formula, each participant had an account which was credited monthly with 3% of qualified earnings and the interest earned on their previous month-end cash balance. In addition, the Company included a "grandfather" clause which assures that the participant will receive the greater of the benefit

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calculated under the cash balance plan and the benefit that would have been payable if the defined benefit plan had remained in existence. The benefit payable to a vested participant upon retirement at age 65, or age 55 with 15 years of service, is equal to the participant's account balance, which increases based upon length of service and compensation levels. At retirement, the employee generally receives the balance in the account as a lump sum. The funding policy of the Company is to contribute annually an amount which equals or exceeds the minimum required by applicable law.

The following table sets forth the funded status at December 31 (amounts in thousands):

	2003	2002
CHANGE IN BENEFIT OBLIGATION:		
Benefit obligation at beginning of year	**$ 59,214**	$ 58,712
Service cost	**—**	—
Interest cost	**4,031**	3,964
Actuarial loss	**6,874**	5,359
Benefits paid	**(3,490)**	(5,021)
Curtailment	**—**	(3,800)
Benefit obligation at end of year	**66,629**	59,214
CHANGE IN PLAN ASSETS:		
Fair value of plan assets at beginning of year	**37,105**	44,202
Actual gain (loss) on plan assets	**5,495**	(3,870)
Employer contributions	**3,819**	1,794
Benefits paid	**(3,490)**	(5,021)
Fair value of plan assets at end of year	**42,929**	37,105
Funded status	**(23,700)**	(22,109)
Unrecognized net actuarial loss	**24,943**	22,944
Adjustment for minimum liability	**(24,943)**	(22,944)
Employer contribution after measurement date	**821**	—
Accrued pension cost	**$(22,879)**	$(22,109)

Net periodic pension expense reflected in the accompanying consolidated statements of operations included the following components for the years ended December 31 (amounts in thousands):

	2003	2002	2001
Service cost	**$ —**	$ —	$ 2,592
Interest cost	**4,031**	3,964	4,288
Expected return on plan assets	**(2,991)**	(3,395)	(4,131)
Recognized net actuarial loss	**2,371**	710	169
Amortization of prior service cost	**—**	—	402
Curtailment loss	**—**	3,750	—
Total net periodic pension expense	**$ 3,411**	$ 5,029	$ 3,320

The accumulated benefit obligation for the defined benefit pension plan was $66.6 million and $59.2 million at December 31, 2003 and 2002.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Assumptions

The weighted-average assumptions used to determine the benefit obligation at December 31 are as follows:

	2003	2002
Discount rate	**6.25%**	7.00%
Rate of compensation increase	**N/A**	4.00%
Measurement date	**9/30/03**	9/30/02

The rate of increase in future compensation levels was not applicable for 2003 due to the Company amending the plan to freeze the cash balance benefit as described below.

The weighted-average assumptions used to determine the net periodic pension expense for years ended December 31 are as follows:

	2003	2002
Discount rate	**7.00%**	7.50%
Rate of compensation increase	**N/A**	4.00%
Expected long term rate of return on plan assets	**8.00%**	8.00%
Measurement date	**9/30/03**	9/30/02

The Company determines the overall expected long term rate of return on plan assets based on its estimate of the return that plan assets will provide over the period that benefits are expected to be paid out. In preparing this estimate, the Company considers its targeted allocation of plan assets among securities with various risk and return profiles, as well as the actual returns provided by plan assets in prior periods.

Plan Assets and Contributions

The allocation of the defined benefit pension plan's assets as of September 30, by asset categories, are as follows:

Asset Category	2003	2002
Equity securities	**61%**	49%
Fixed income securities	**33%**	48%
Cash	**6%**	3%
Total	**100%**	100%

The defined benefit pension plan's investment strategy is to invest plan assets in a diverse group of equity and fixed income securities with the objective of achieving returns that will provide the plan with sufficient assets to make benefit payments as they become due, while maintaining a risk profile that is commensurate with this objective. Consistent with that strategy, the plan has set the following target asset allocation percentages for each major category of plan assets:

Asset Category	Target Allocation
Equity securities	60%
Fixed income securities	35%
Cash	5%
Total	100%

The Company expects to contribute $3.0 million to its defined benefit pension plan in 2004.

Other Information

The Company also maintains non-qualified retirement plans (the "Non-Qualified Plans") to provide benefits to certain key employees. The Non-Qualified Plans are not funded and the beneficiaries' rights to receive distributions under these plans constitute unsecured claims to be paid from the Company's general assets. At December 31, 2003, the Non-Qualified Plans' projected benefit obligations and accumulated benefit obligations were $11.4 million.

The Company's accrued cost related to its qualified and non-qualified retirement plans of $34.5 million and $32.4 million at December 31, 2003 and 2002, respectively, is included in other long-term liabilities in the accompanying consolidated balance sheets. The 2003 increase in the minimum liability related to the Company's retirement plans resulted in a charge to equity of $1.8 million, net of taxes of $1.1 million. The 2002 increase in the minimum liability related to the Company's retirement plans resulted in a charge to equity of $7.2 million, net of taxes of $4.7 million. The 2003 and 2002 charges to equity due to the increase in the minimum liability are included in other comprehensive loss in the accompanying consolidated statements of stockholders' equity.

The Company also has contributory retirement savings plans in which substantially all employees are eligible to participate. The Company contributes an amount equal to the lesser of one-half of the amount of the employee's contribution or 3% of the employee's salary. In addition, effective January 1, 2002, the Company contributes 2% to 4% of the employee's salary, based upon the Company's financial performance. Company contributions under the retirement savings plans were $4.1 million, $3.8 million and $1.5 million for 2003, 2002 and 2001, respectively.

Effective December 31, 2001, the Company amended its retirement plans and its retirement savings plan whereby the retirement cash balance benefit was frozen and whereby future Company contributions to the retirement savings plan will include 2% to 4% of the employee's salary, based upon the Company's financial performance, in addition to the one-half match of the employee's salary up to a maximum of 3% as described above. As a result of these changes to the retirement plans, the Company recorded a pretax charge to operations of $5.7 million in the first quarter of 2002 related to the write-off of unamortized prior service cost in accordance with SFAS No. 88, "Employers' Accounting for Settlements and Curtailments of Defined Benefit Pension Plans and for Termination Benefits", and related interpretations.

18. Postretirement Benefits Other Than Pensions

The Company sponsors unfunded defined benefit postretirement health care and life insurance plans for certain employees. The Company contributes toward the cost of health insurance benefits and contributes the full cost of providing life insurance benefits. In order to be eligible for these postretirement benefits, an employee must retire after attainment of age 55 and completion of 15 years of service, or attainment of age 65 and completion of 10 years of service. The Company's Benefits Trust Committee determines retiree premiums.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table reconciles the change in benefit obligation of the postretirement plans to the accrued postretirement liability as reflected in other liabilities in the accompanying consolidated balance sheets at December 31 (amounts in thousands):

	2003	2002
CHANGE IN BENEFIT OBLIGATION:		
Benefit obligation at beginning of year	**$19,722**	$13,665
Service cost	**341**	306
Interest cost	**1,380**	1,353
Actuarial (gain) loss	**(485)**	862
Contributions by plan participants	**—**	142
Benefits paid	**(755)**	(987)
Remeasurements	**—**	9,054
Amendments	**—**	(4,673)
Benefit obligation at end of year	**20,203**	19,722
Unrecognized net actuarial loss	**(1,520)**	(2,015)
Unrecognized prior service cost	**3,074**	4,073
Unrecognized curtailment gain	**2,103**	2,348
Accrued postretirement liability	**$23,860**	$24,128

Net postretirement benefit expense reflected in the accompanying consolidated statements of operations included the following components for the years ended December 31 (amounts in thousands):

	2003	2002	2001
Service cost	**$ 341**	$ 306	$ 688
Interest cost	**1,380**	1,353	946
Curtailment gain	**—**	(2,105)	—
Recognized net actuarial (gain) loss	**10**	(41)	(424)
Amortization of prior service cost	**(999)**	(999)	(158)
Amortization of curtailment gain	**(244)**	(244)	(244)
Net postretirement benefit expense	**$ 488**	$(1,730)	$ 808

The weighted-average assumptions used to determine the benefit obligation at December 31 are as follows:

	2003	2002
Discount rate	**6.25%**	7.00%
Measurement date	**9/30/03**	9/30/02

The weighted-average assumptions used to determine the net postretirement benefit expense for years ended December 31 are as follows:

	2003	2002
Discount rate	**7.00%**	7.50%
Measurement date	**9/30/03**	9/30/02

The health care cost trend is projected to be 10.1% in 2004, declining each year thereafter to an ultimate level trend rate of 5.0% per year for 2012 and beyond. The health care cost trend rates are not applicable to the life insurance benefit plan. The health care cost trend rate assumption has a significant effect on the

amounts reported. To illustrate, a 1% increase in the assumed health care cost trend rate each year would increase the accumulated postretirement benefit obligation as of December 31, 2003 by approximately 10% and the aggregate of the service and interest cost components of net postretirement benefit expense would increase approximately 10%. Conversely, a 1% decrease in the assumed health care cost trend rate each year would decrease the accumulated postretirement benefit obligation as of December 31, 2003 by approximately 9% and the aggregate of the service and interest cost components of net postretirement benefit expense would decrease approximately 9%.

The Company expects to contribute $0.9 million to the plan in 2004.

The Company amended the plans effective December 31, 2001 such that only active employees whose age plus years of service total at least 60 and who have at least 10 years of service as of December 31, 2001 remain eligible. The amendment and curtailment of the plans were recorded in accordance with SFAS No. 106, “Employers’ Accounting for Postretirement Benefits Other Than Pensions”, and related interpretations.

19. Goodwill and Intangibles

The transitional provisions of SFAS No. 142 require the Company to perform an assessment of whether goodwill is impaired as of the beginning of the fiscal year in which the statement is adopted. Under the transitional provisions of SFAS No. 142, the first step is for the Company to evaluate whether the reporting unit’s carrying amount exceeds its fair value. If the reporting unit’s carrying amount exceeds it fair value, the second step of the impairment test must be completed. During the second step, the Company must compare the implied fair value of the reporting unit’s goodwill, determined by allocating the reporting unit’s fair value to all of its assets and liabilities in a manner similar to a purchase price allocation in accordance with SFAS No. 141, to its carrying amount.

The Company completed the transitional goodwill impairment reviews required by SFAS No. 142 during the second quarter of 2002. In performing the impairment reviews, the Company estimated the fair values of the reporting units using a present value method that discounted estimated future cash flows. Such valuations are sensitive to assumptions associated with cash flow growth, discount rates and capital rates. In performing the impairment reviews, the Company determined one reporting unit’s goodwill to be impaired. Based on the estimated fair value of the reporting unit, the Company impaired the recorded goodwill amount of $4.2 million associated with the Radisson Hotel at Opryland in the hospitality segment. The circumstances leading to the goodwill impairment assessment for the Radisson Hotel at Opryland primarily relate to the effect of the September 11, 2001 terrorist attacks on the hospitality and tourism industries. In accordance with the provisions of SFAS No. 142, the Company has reflected the impairment charge as a cumulative effect of a change in accounting principle in the amount of $2.6 million, net of tax benefit of $1.6 million, as of January 1, 2002 in the accompanying consolidated statements of operations.

The Company performed the annual impairment review on all goodwill at December 31, 2003 and determined that no further impairment charges were required during 2003.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The changes in the carrying amounts of goodwill by business segment for the twelve months ended December 31, 2003 and 2002 are as follows (amounts in thousands):

	Balance as of December 31, 2002	Impairment Losses	Acquisitions	Balance as of December 31, 2003
Hospitality	**$ —**	**$ —**	**$ —**	**$ —**
Opry and Attractions	**6,915**	**—**	**—**	**6,915**
ResortQuest	**—**	**—**	**162,727**	**162,727**
Corporate and other	**—**	**—**	**—**	**—**
Total	**$6,915**	**$ —**	**$162,727**	**$169,642**

	Balance as of December 31, 2001	Transitional Impairment Losses	Acquisitions	Balance as of December 31, 2002
Hospitality	$ 4,221	$(4,221)	$ —	$ —
Opry and Attractions	6,915	—	—	6,915
Corporate and other	—	—	—	—
Total	$11,136	$(4,221)	$ —	$6,915

The following table presents a reconciliation of net income and income per share assuming the non-amortization provisions of SFAS No. 142 were applied during the years ended December 31 (amounts in thousands, except per share data):

	2003	2002	2001
Reported net income (loss)	**$ 826**	$95,144	$(47,796)
Add back: Goodwill amortization, net of tax	**—**	—	1,360
Adjusted net income (loss)	**$ 826**	$95,144	$(46,436)
Basic earnings (loss) per share			
Reported net income (loss)	**$0.02**	$ 2.82	$ (1.42)
Add back: Goodwill amortization, net of tax	**—**	—	0.04
Adjusted net income (loss)	**$0.02**	$ 2.82	$ (1.38)
Diluted earnings (loss) per share			
Reported net income (loss)	**$0.02**	$ 2.82	$ (1.42)
Add back: Goodwill amortization, net of tax	**—**	—	0.04
Adjusted net income (loss)	**$0.02**	$ 2.82	$ (1.38)

The Company also reassessed the useful lives and classification of identifiable finite-lived intangible assets and determined the lives of these intangible assets to be appropriate.

The carrying amount of indefinite lived intangible assets not subject to amortization was $40.6 million and $1.8 million at December 31, 2003 and 2002. The increase in indefinite lived intangible assets during 2003 is due to trade names obtained in the acquisition of ResortQuest. The gross carrying amount of amortized intangible assets in continuing operations was $30.1 million and $0.4 million at December 31, 2003 and 2002, respectively. The increase in amortized intangible assets during 2003 is primarily related to property management contracts with vacation rental property owners obtained in the acquisition of ResortQuest. The related accumulated amortization of intangible assets in continuing operations was $588,000 and

$131,000 at December 31, 2003 and 2002, respectively. The amortization expense related to intangibles from continuing operations during the twelve months ended December 31, 2003 and 2002 was $457,000 and $58,000, respectively. The estimated amounts of amortization expense for the next five years are equivalent to $3.8 million per year.

20. Financial Reporting By Business Segments

The following information (amounts in thousands) from continuing operations is derived directly from the segments' internal financial reports used for corporate management purposes. The Company revised its reportable segments during the first quarter of 2003 due to the Company's decision to divest of the Radio Operations and due to the acquisition of ResortQuest.

	2003	2002	2001
REVENUES:			
Hospitality	**$369,263**	$339,380	$228,712
Opry and Attractions	**61,433**	65,600	67,064
ResortQuest	**17,920**	—	—
Corporate and Other	**184**	272	290
Total	**$448,800**	$405,252	$296,066
DEPRECIATION AND AMORTIZATION:			
Hospitality	**$ 46,536**	$ 44,924	$ 25,593
Opry and Attractions	**5,129**	5,778	6,270
ResortQuest	**1,186**	—	—
Corporate and Other	**6,099**	5,778	6,542
Total	**$ 58,950**	$ 56,480	$ 38,405
OPERATING INCOME (LOSS):			
Hospitality	**$ 42,347**	$ 25,972	$ 34,270
Opry and Attractions	**(600)**	1,596	(5,010)
ResortQuest	**(2,616)**	—	—
Corporate and Other	**(43,396)**	(42,111)	(40,110)
Preopening costs	**(11,562)**	(8,913)	(15,927)
Gain on sale of assets	**—**	30,529	—
Impairment and other charges	**(856)**	—	(14,262)
Restructuring charges	**—**	17	(2,182)
Interest expense, net of amounts capitalized	**(52,804)**	(46,960)	(39,365)
Interest income	**2,461**	2,808	5,554
Unrealized gain (loss) on Viacom stock	**39,831**	(37,300)	782
Unrealized gain (loss) on derivatives	**(33,228)**	86,476	54,282
Other gains and losses	**2,209**	1,163	2,661
Total	**$ (58,214)**	$ 13,277	$ (19,307)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	2003	2002	2001
IDENTIFIABLE ASSETS:			
Hospitality	**$1,209,124**	$1,056,434	$ 947,646
Opry and Attractions	**91,837**	85,530	90,912
ResortQuest	**288,992**	—	—
Corporate and Other	**987,291**	1,032,809	998,916
Discontinued operations	**19**	17,423	140,170
Total	**$2,577,263**	$2,192,196	$2,177,644

The following table represents the capital expenditures for continuing operations by segment for the years ended December 31 (amounts in thousands).

	2003	2002	2001
CAPITAL EXPENDITURES:			
Hospitality	**$211,043**	$163,926	$277,643
Opry and Attractions	**9,133**	2,673	2,471
ResortQuest	**1,504**	—	—
Corporate and other	**2,040**	8,805	807
Total	**$223,720**	$175,404	$280,921

21. Quarterly Financial Information (Unaudited)

The following is selected unaudited quarterly financial data for the fiscal years ended December 31, 2003 and 2002 (amounts in thousands, except per share data).

The sum of the quarterly per share amounts may not equal the annual totals due to rounding.

	2003			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Revenues	**$114,380**	**$105,470**	**$ 98,101**	**$130,849**
Depreciation and amortization	**14,573**	**14,304**	**14,567**	**15,506**
Operating income (loss)	**4,958**	**(1,539)**	**(8,753)**	**(11,349)**
Income (loss) of continuing operations before income taxes and discontinued operations	**(10,859)**	**17,878**	**(43,479)**	**(21,754)**
Provision (benefit) for income taxes	**(4,236)**	**7,334**	**(19,072)**	**(8,695)**
Income (loss) of continuing operations before discontinued operations	**(6,623)**	**10,544**	**(24,407)**	**(13,059)**
Income (loss) from discontinued operations, net of taxes	**167**	**809**	**35,150**	**(1,755)**
Net income (loss)	**(6,456)**	**11,353**	**10,743**	**(14,814)**
Net income (loss) per share	**(0.19)**	**0.34**	**0.32**	**(0.41)**
Net income (loss) per share — assuming dilution	**(0.19)**	**0.33**	**0.32**	**(0.41)**

During May of 2003, the Company finalized the 2003 Loans, which consisted of a $25 million senior revolving facility, a $150 million senior term loan, and a $50 million subordinated term loan. Proceeds of the 2003 Loans were used to pay off the Term Loan of $60 million and the remaining net proceeds of approximately $134 million were deposited into an escrow account for the completion of the construction of the Gaylord Texan. During November 2003, the Company used the proceeds of the Senior Notes to

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

repay all amounts outstanding under the 2003 Loans. As a result of the prepayment of the 2003 Loans, the Company wrote off $6.6 million in deferred financing costs, which is included in interest expense in the consolidated statement of operations.

During the third quarter of 2003, the Company sold WSM-FM and WWTN(FM) to Cumulus and recorded a net of tax gain of approximately $33.3 million. This gain is recorded in income from discontinued operations in the consolidated statement of operations.

During the fourth quarter of 2003, the Company sold its interest in the Oklahoma RedHawks minor-league baseball team and received cash proceeds of approximately $6.0 million. The Company recognized a loss of $0.6 million, net of taxes, related to the sale in discontinued operations in the accompanying consolidated statement of operations.

On November 20, 2003, the Company acquired 100% of the outstanding common shares of ResortQuest in a tax-free, stock for stock merger. The results of operations of ResortQuest for the period November 20, 2003 to December 31, 2003 are included in the consolidated financial statements.

During November 2003, the Company completed its offering of the Senior Notes. In connection with the offering of the Senior Notes, the Company paid approximately $9.4 million in deferred financing costs. The net proceeds from the offering of the Senior Notes, together with $22.5 million of the Company's cash on hand, were used as follows:

- $275.5 million was used to repay the $150 million senior term loan portion and the $50 million subordinated term loan portion of the 2003 Loans, as discussed above, as well as the remaining $66 million of the Company's $100 million Mezzanine Loan and to pay certain fees and expenses related to the ResortQuest acquisition; and

- $79.2 million was placed in escrow pending consummation of the ResortQuest acquisition. As of November 20, 2003, the $79.2 million together with $8.2 million of the available cash, was used to repay ResortQuest's senior notes and credit facility, the principal amount of which aggregated $85.1 million at closing, and a related prepayment penalty.

	2002			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Revenues	$ 99,657	$95,937	$100,421	$109,237
Depreciation and amortization	15,230	12,762	13,933	14,555
Operating income (loss)	(15,671)	8,749	18,294	(4,282)
Income (loss) of continuing operations before income taxes, discontinued operations and accounting change	(10,627)	2,869	26,617	(5,582)
Provision (benefit) for income taxes	(4,094)	(1,584)	7,283	(287)
Income (loss) of continuing operations before discontinued operations and accounting change	(6,533)	4,453	19,334	(5,295)
Income from discontinued operations, net of taxes	958	1,425	80,710	2,664
Cumulative effect of accounting change, net of taxes	(2,572)	—	—	—
Net income (loss)	(8,147)	5,878	100,044	(2,631)
Net income (loss) per share	(0.24)	0.17	2.96	(0.08)
Net income (loss) per share — assuming dilution	(0.24)	0.17	2.96	(0.08)

During the second quarter of 2002, the Company sold its partnership share of the Opry Mills partnership to certain affiliates of The Mills Corporation for approximately $30.8 million in cash proceeds upon the

disposition. The Company deferred approximately $20.0 million of the gain representing the estimated present value of the continuing land lease interest between the Company and the Opry Mills partnership at June 30, 2002. The Company recognized the remainder of the proceeds, net of certain transaction costs, as a gain of approximately $10.6 million during the second quarter of 2002.

Also during the second quarter of 2002, the Company adopted a plan of restructuring to streamline certain operations and duties. Accordingly, the Company recorded a pretax restructuring charge of $1.1 million related to employee severance costs and other employee benefits. The second quarter 2002 restructuring charge was offset by a reversal of $1.1 million of the fourth quarter 2001 restructuring charge.

During the third quarter of 2002, the Company sold its interest in the land lease discussed above in relation to the sale of the Opry Mills partnership and recognized the remaining $20.0 million deferred gain, less certain transaction costs.

During the third quarter of 2002, the Company finalized the sale of Acuff-Rose Music Publishing to Sony/ ATV Music Publishing for approximately $157.0 million in cash. The Company recognized a pretax gain of $130.6 million during the third quarter of 2002 related to the sale in discontinued operations. The gain on the sale of Acuff-Rose Music Publishing is recorded in the income from discontinued operations in the consolidated statement of operations.

22. Information Concerning Guarantor and Non-Guarantor Subsidiaries

Not all of the Company's subsidiaries guarantee the $350 million Senior Notes. All of the Company's subsidiaries that are borrowers or have guaranteed under the Company's new revolving credit facility or previously, the Company's 2003 Florida/Texas senior secured credit facility, are guarantors (the "Guarantors") of the Senior Notes. Certain of the Company's subsidiaries, including those that incurred the Company's Nashville Hotel Loan or own or manage the Nashville loan borrower (the "Non-Guarantors"), do not guarantee the Senior Notes. The condensed consolidating financial information includes certain allocations of revenues and expenses based on management's best estimates, which are not necessarily indicative of financial position, results of operations and cash flows that these entities would have achieved on a stand alone basis.

The following consolidating schedules condensed financial information of the Company, the guarantor subsidiaries and non-guarantor subsidiaries as of December 31, 2003 and 2002 and for each of the three years in the period ended December 31, 2003.

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS

For the Twelve Months Ended December 31, 2003

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
Revenues	$ 67,311	$208,844	$215,265	$(42,620)	$448,800
Operating expenses:					
Operating costs	23,255	127,799	137,237	(11,354)	276,937
Selling, general and administrative	35,664	49,772	31,713	29	117,178
Management fees	—	14,620	16,675	(31,295)	—
Preopening costs	—	11,562	—	—	11,562
Impairment and other charges	856	—	—	—	856
Restructuring charges, net	—	—	—	—	—
Depreciation	5,559	24,350	24,032	—	53,941
Amortization	3,085	681	1,243	—	5,009
Operating income (loss)	(1,108)	(19,940)	4,365	—	(16,683)
Interest expense, net	(43,142)	(34,048)	(22,061)	46,447	(52,804)
Interest income	38,679	1,323	8,906	(46,447)	2,461
Unrealized loss on Viacom stock	39,831	—	—	—	39,831
Unrealized gain on derivatives	(33,228)	—	—	—	(33,228)
Other gains and (losses)	2,238	(10)	(19)	—	2,209
Income (loss) before income taxes, discontinued operations, and cumulative effect of accounting change	3,270	(52,675)	(8,809)	—	(58,214)
Provision (benefit) for income taxes	1,416	(22,767)	(3,318)	—	(24,669)
Equity in subsidiaries' (earnings) losses, net	1,028	—	—	(1,028)	—
Income (loss) from continuing operations	826	(29,908)	(5,491)	1,028	(33,545)
Gain (loss) from discontinued operations, net	—	871	33,500	—	34,371
Cumulative effect of accounting change, net	—	—	—	—	—
Net income (loss)	$ 826	$ (29,037)	$ 28,009	$ 1,028	$ 826

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS

For the Twelve Months Ended December 31, 2002

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
Revenues	$ 63,549	$176,149	$206,132	$(40,578)	$405,252
Operating expenses:					
Operating costs	16,399	112,497	135,685	(9,998)	254,583
Selling, general and administrative	39,814	39,286	29,998	(366)	108,732
Management fees	—	13,196	17,454	(30,650)	—
Preopening costs	—	8,913	—	—	8,913
Gain on sale of assets	—	(30,529)	—	—	(30,529)
Restructuring charges, net	(1,086)	104	965	—	(17)
Depreciation	6,238	22,895	23,561	—	52,694
Amortization	2,343	595	848	—	3,786
Operating income (loss)	(159)	9,192	(2,379)	436	7,090
Interest expense, net	(36,598)	(30,037)	(27,095)	46,770	(46,960)
Interest income	45,499	290	3,789	(46,770)	2,808
Unrealized loss on Viacom stock	(37,300)	—	—	—	(37,300)
Unrealized gain on derivatives	86,476	—	—	—	86,476
Other gains and (losses)	1,753	(643)	53	—	1,163
Income (loss) before income taxes, discontinued operations, and cumulative effect of accounting change	59,671	(21,198)	(25,632)	436	13,277
Provision (benefit) for income taxes	20,157	(9,462)	(9,813)	436	1,318
Equity in subsidiaries' (earnings) losses, net	(55,630)	—	—	55,630	—
Income (loss) from continuing operations	95,144	(11,736)	(15,819)	(55,630)	11,959
Gain (loss) from discontinued operations, net	—	9,803	75,954	—	85,757
Cumulative effect of accounting change, net	—	(2,572)	—	—	(2,572)
Net income (loss)	$ 95,144	$ (4,505)	$ 60,135	$(55,630)	$ 95,144

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS

For the Twelve Months Ended December 31, 2001

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
Revenues	$ 45,649	$ 60,909	$222,073	$(32,565)	$296,066
Operating expenses:					
Operating costs	19,498	46,402	143,027	(7,628)	201,299
Selling, general and administrative	27,851	9,810	29,551	—	67,212
Management fees	—	9,004	16,227	(25,231)	—
Preopening costs	—	15,927	—	—	15,927
Impairment and other charges	6,858	845	6,559	—	14,262
Restructuring charges, net	2,182	—	—	—	2,182
Depreciation	6,900	4,339	23,499	—	34,738
Amortization	2,091	934	642	—	3,667
Operating income (loss)	(19,731)	(26,352)	2,568	294	(43,221)
Interest expense, net	(33,412)	(9,994)	(42,062)	46,103	(39,365)
Interest income	47,388	2,194	2,075	(46,103)	5,554
Unrealized loss on Viacom stock	782	—	—	—	782
Unrealized gain on derivatives	54,282	—	—	—	54,282
Other gains and (losses)	(10,565)	13,112	114	—	2,661
Income (loss) before income taxes, discontinued operations, and cumulative effect of accounting change	38,744	(21,040)	(37,305)	294	(19,307)
Provision (benefit) for income taxes	14,465	(8,193)	(15,708)	294	(9,142)
Equity in subsidiaries' (earnings) losses, net	83,277	—	—	(83,277)	—
Income (loss) from continuing operations	(58,998)	(12,847)	(21,597)	83,277	(10,165)
Gain (loss) from discontinued operations, net	—	(26,136)	(22,697)	—	(48,833)
Cumulative effect of accounting change, net	11,202	—	—	—	11,202
Net income (loss)	$(47,796)	$(38,983)	$ (44,294)	$ 83,277	$ (47,796)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING BALANCE SHEET

As of December 31, 2003

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
ASSETS:					
Current assets:					
Cash and cash equivalents — unrestricted	$ 116,413	$ 2,958	$ 1,594	$ —	$ 120,965
Cash and cash equivalents — restricted	4,651	17,738	15,334	—	37,723
Trade receivables, net	464	21,753	21,122	(17,238)	26,101
Deferred financing costs	26,865	—	—	—	26,865
Deferred income taxes	4,903	2,333	1,517	—	8,753
Other current assets	6,271	10,656	3,323	(129)	20,121
Intercompany receivables, net	838,904	—	46,645	(885,549)	—
Current assets of discontinued operations	—	—	19	—	19
Total current assets	998,471	55,438	89,554	(902,916)	240,547
Property and equipment, net	87,157	860,144	350,227	—	1,297,528
Amortized intangible assets, net	160	29,341	4	—	29,505
Goodwill	—	169,642	—	—	169,642
Indefinite lived intangible assets	1,480	39,111	—	—	40,591
Investments	835,134	16,747	60,598	(363,568)	548,911
Estimated fair value of derivative assets	146,278	—	—	—	146,278
Long-term deferred financing costs	73,569	810	775	—	75,154
Other long-term assets	7,830	10,990	10,287	—	29,107
Long-term assets of discontinued operations	—	—	—		—
Total assets	$2,150,079	$1,182,223	$511,445	$(1,266,484)	$2,577,263
LIABILITIES AND STOCKHOLDERS' EQUITY:					
Current liabilities:					
Current portion of long-term debt	$ 558	$ 22	$ 8,004	$ —	$ 8,584
Accounts payable and accrued liabilities	35,080	138,032	(629)	(17,531)	154,952
Intercompany payables, net	—	971,587	(86,038)	(885,549)	—
Current liabilities of discontinued operations	—	23	2,907	—	2,930
Total current liabilities	35,638	1,109,664	(75,756)	(903,080)	166,466
Secured forward exchange contract	613,054	—	—	—	613,054
Long-term debt	348,797	201	191,177	—	540,175
Deferred income taxes	165,247	38,140	47,652	—	251,039
Estimated fair value of derivative liabilities	21,969	—	—	—	21,969
Other long-term liabilities	60,724	18,337	1	164	79,226
Long-term liabilities of discontinued operations	—	825	—	—	825
Minority interest of discontinued operations	—	—	—	—	—
Stockholders' equity:					
Preferred stock	—	—	—	—	—
Common stock	394	3,337	2	(3,339)	394
Additional paid-in capital	639,839	234,997	165,955	(400,952)	639,839
Retained earnings	283,624	(224,213)	183,490	40,723	283,624
Other stockholders' equity	(19,207)	935	(1,076)	—	(19,348)
Total stockholders' equity	904,650	15,056	348,371	(363,568)	904,509
Total liabilities and stockholders' equity	$2,150,079	$1,182,223	$511,445	$(1,266,484)	$2,577,263

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING BALANCE SHEET

As of December 31, 2002

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
ASSETS:					
Current assets:					
Cash and cash equivalents — unrestricted	$ 92,896	$ 3,644	$ 2,092	$ —	$ 98,632
Cash and cash equivalents — restricted	2,732	—	16,591	—	19,323
Trade receivables, net	1,237	10,768	22,610	(12,241)	22,374
Deferred financing costs	26,865	—	—	—	26,865
Deferred income taxes	4,310	1,481	1,257	—	7,048
Other current assets	5,330	6,295	14,264	—	25,889
Intercompany receivables, net	488,251	—	—	(488,251)	—
Current assets of discontinued operations	—	—	4,095	—	4,095
Total current assets	621,621	22,188	60,909	(500,492)	204,226
Property and equipment, net	85,132	661,151	363,880	—	1,110,163
Amortized intangible assets, net	—	43	197	—	240
Goodwill	—	6,915	—	—	6,915
Indefinite lived intangible assets	1,480	276	—	—	1,756
Investments	748,143	22,202	60,598	(321,863)	509,080
Estimated fair value of derivative assets	207,727	—	—	—	207,727
Long-term deferred financing costs	93,660	—	7,273	—	100,933
Other long-term assets	11,432	2,351	10,540	—	24,323
Long-term assets of discontinued operations	—	—	13,328	—	13,328
Total assets	$1,769,195	$ 715,126	$ 516,725	$(822,355)	$2,178,691
LIABILITIES AND STOCKHOLDERS' EQUITY:					
Current liabilities:					
Current portion of long-term debt	$ 522	$ —	$ 8,004	$ —	$ 8,526
Accounts payable and accrued liabilities	16,008	44,114	33,098	(12,535)	80,685
Intercompany payables, net	—	655,381	(167,130)	(488,251)	—
Current liabilities of discontinued operations	—	1,523	5,129	—	6,652
Total current liabilities	16,530	701,018	(120,899)	(500,786)	95,863
Secured forward exchange contract	613,054	—	—	—	613,054
Long-term debt	60,931	—	271,181	—	332,112
Deferred income taxes	177,462	5,122	48,283	—	230,867
Estimated fair value of derivative liabilities	48,647	—	—	—	48,647
Other long-term liabilities	64,581	(11,450)	14,470	294	67,895
Long-term liabilities of discontinued operations	—	(22,691)	23,480	—	789
Minority interest of discontinued operations	—	—	1,885	—	1,885
Stockholders' equity:					
Preferred stock	—	—	—	—	—
Common stock	338	3,337	2	(3,339)	338
Additional paid-in capital	520,796	235,126	123,093	(358,219)	520,796
Retained earnings	282,798	(195,176)	155,481	39,695	282,798
Other stockholders' equity	(15,942)	(160)	(251)	—	(16,353)
Total stockholders' equity	787,990	43,127	278,325	(321,863)	787,579
Total liabilities and stockholders' equity	$1,769,195	$ 715,126	$ 516,725	$(822,355)	$2,178,691

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2003

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
Net cash provided by continuing operating activities	$(249,422)	$ 271,090	$ 52,248	$ —	$ 73,916
Net cash provided by discontinued operating activities	—	22,887	(19,997)	—	2,890
Net cash provided by operating activities	$(249,422)	$ 293,977	$ 32,251	$ —	$ 76,806
Purchases of property and equipment	(8,686)	(203,947)	(11,087)	—	(223,720)
Cash of business acquired	—	4,228	—	—	4,228
Sale of assets	—	—	175	—	175
Other investing activities	(1,017)	(289)	(1,022)	—	(2,328)
Net cash used in investing activities — continuing operations	(9,703)	(200,008)	(11,934)	—	(221,645)
Net cash provided by investing activities — discontinued operations	—	5,869	59,485	—	65,354
Net cash provided by investing activities	(9,703)	(194,139)	47,551	—	(156,291)
Proceeds from issuance of long-term debt	350,000	200,000	—	—	550,000
Repayment of long-term debt	(60,000)	(285,100)	(80,004)	—	(425,104)
Deferred financing costs paid	(9,344)	(8,643)	(302)	—	(18,289)
(Increase) decrease in restricted cash and cash equivalents	(1,919)	(7,898)	1,257	—	(8,560)
Proceeds from exercise of stock option and purchase plans	4,459	—	—	—	4,459
Other financing activities, net	(554)	1,117	(1,157)	—	(594)
Net cash used in financing activities — continuing operations	282,642	(100,524)	(80,206)	—	101,912
Net cash used in financing activities — discontinued operations	—	—	(94)	—	(94)
Net cash used in financing activities	282,642	(100,524)	(80,300)	—	101,818
Net change in cash	23,517	(686)	(498)	—	22,333
Cash and cash equivalents at beginning of year	92,896	3,644	2,092	—	98,632
Cash and cash equivalents at end of year	$ 116,413	$ 2,958	$ 1,594	$ —	$ 120,965

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2002

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
Net cash provided by continuing operating activities	$ 110,765	$ 40,248	$ (67,184)	$ —	$ 83,829
Net cash provided by discontinued operating activities	—	(517)	3,968	—	3,451
Net cash provided by operating activities	110,765	39,731	(63,216)	—	87,280
Purchases of property and equipment	(9,887)	(153,396)	(12,121)	—	(175,404)
Sale of assets	—	30,875	—	—	30,875
Other investing activities	(4,064)	4,777	(1,668)	—	(955)
Net cash used in investing activities — continuing operations	(13,951)	(117,744)	(13,789)	—	(145,484)
Net cash provided by investing activities — discontinued operations	—	81,350	151,220	—	232,570
Net cash provided by investing activities	(13,951)	(36,394)	137,431	—	87,086
Proceeds from issuance of long-term debt	85,000	—	—	—	85,000
Repayment of long-term debt	(125,034)	—	(89,812)	—	(214,846)
(Increase) decrease in restricted cash and cash equivalents	28,089	—	17,581	—	45,670
Proceeds from exercise of stock option and purchase plans	919	—	—	—	919
Net cash used in financing activities — continuing operations	(11,026)	—	(72,231)	—	(83,257)
Net cash used in financing activities — discontinued operations	—	—	(1,671)	—	(1,671)
Net cash used in financing activities	(11,026)	—	(73,902)	—	(84,928)
Net change in cash	85,788	3,337	313	—	89,438
Cash and cash equivalents at beginning of year	7,108	307	1,779	—	9,194
Cash and cash equivalents at end of year	$ 92,896	$ 3,644	$ 2,092	$ —	$ 98,632

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2001

	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated
			(In thousands)		
Net cash provided by continuing operating activities	$ (84,464)	$ 251,963	$(152,377)	—	$ 15,122
Net cash provided by discontinued operating activities	—	4,848	(4,480)	—	368
Net cash provided by operating activities	(84,464)	256,811	(156,857)	—	15,490
Purchases of property and equipment	(5,184)	(262,420)	(13,317)	—	(280,921)
Other investing activities	889	4,850	(2,706)	—	3,033
Net cash used in investing activities — continuing operations	(4,295)	(257,570)	(16,023)	—	(277,888)
Net cash provided by investing activities — discontinued operations	—	452	17,342	—	17,794
Net cash provided by investing activities	(4,295)	(257,118)	1,319	—	(260,094)
Proceeds from issuance of long-term debt	100,000	—	435,000	—	535,000
Repayment of long-term debt	(500)	—	(241,003)	—	(241,503)
Deferred financing costs paid	(3,642)	—	(15,940)	—	(19,582)
(Increase) decrease in restricted cash and cash equivalents	(26,861)	—	(25,465)	—	(52,326)
Proceeds from exercise of stock option and purchase plans	2,548	—	—	—	2,548
Net cash used in financing activities — continuing operations	71,545	—	152,592	—	224,137
Net cash used in financing activities — discontinued operations	—	—	2,904	—	2,904
Net cash used in financing activities	71,545	—	155,496	—	227,041
Net change in cash	(17,214)	(307)	(42)	—	(17,563)
Cash and cash equivalents at beginning of year	24,322	614	1,821	—	26,757
Cash and cash equivalents at end of year	$ 7,108	$ 307	$ 1,779	$ —	$ 9,194

REPORT OF INDEPENDENT AUDITORS

To Gaylord Entertainment Company:

We have audited the consolidated financial statements of Gaylord Entertainment Company as of December 31, 2003 and 2002 and for each of the three years in the period ended December 31, 2003, and have issued our report thereon dated February 9, 2004 (except for the ninth paragraph of Note 16, as to which the date is March 10, 2004) (included elsewhere in this Annual Report on Form 10-K.) Our audits also included the financial statement schedules listed in Item 15(A)(2) of this Annual Report on Form 10-K. These schedules are the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits.

In our opinion, the financial statement schedules referred to above, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly in all material respects the information set forth therein.

/s/ ERNST & YOUNG LLP

Nashville, Tennessee

February 9, 2004

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

For the Year Ended December 31, 2003
(Amounts in thousands)

	Balance at Beginning of Period	Additions Charged to: Costs and Expenses	Additions Charged to: Other Accounts	Deductions	Balance at End of Period
2000 restructuring charges — continuing operations	$ 270	$ —	$ —	$ 75	$195
2001 restructuring charges — continuing operations	431	—	—	337	94
Total continuing operations	701	—	—	412	289
2001 restructuring charges — discontinuing operations	378	—	—	162	216
Total	$1,079	$ —	$ —	$574	$505

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

For the Year Ended December 31, 2002
(In thousands)

	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Additions Charged to Other Accounts	Deductions	Balance at End of Period
2000 restructuring charges — continuing operations	$1,569	$ —	$ —	$1,299	$ 270
2001 restructuring charges — continuing operations	4,168	(1,079)	—	2,658	431
2002 restructuring charges — continuing operations	—	1,062	—	1,062	—
Total continuing operations	5,737	(17)	—	5,019	701
2000 restructuring charges — discontinued operations	—	—	—	—	—
2001 restructuring charges — discontinued operations	3,383	—	—	3,005	378
2002 restructuring charges — discontinued operations	—	20	—	20	—
Total discontinued operations	3,383	20	—	3,025	378
Total	$9,120	$ 3	$ —	$8,044	$1,079

GAYLORD ENTERTAINMENT COMPANY AND SUBSIDIARIES

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

For the Year Ended December 31, 2001
(In thousands)

	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Additions Charged to Other Accounts	Deductions	Balance at End of Period
2000 restructuring charges — continuing operations	$10,825	$(3,666)	$ —	$5,590	$1,569
2001 restructuring charges — continuing operations	—	5,848	—	1,680	4,168
Total continuing operations	10,825	2,182	—	7,270	5,737
2000 restructuring charges — discontinued operations	2,285	(424)	—	1,861	—
2001 restructuring charges — discontinued operations	—	3,383	—	—	3,383
Total discontinued operations	2,285	2,959	—	1,861	3,383
Total	$13,110	$ 5,141	$ —	$9,131	$9,120

INDEX TO EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
	PLANS OF ACQUISITION, REORGANIZATION, ARRANGEMENT, LIQUIDATION OR SUCESSION:
2.1†	Agreement and Plan of Merger, dated as of February 9, 1997, by and among Westinghouse Electric Corporation ("Westinghouse"), G Acquisition Corp. and the former Gaylord Entertainment Company ("Old Gaylord") (incorporated by reference to Exhibit 2.1 to Old Gaylord's Current Report on Form 8-K dated February 9, 1997 (File No. 1-10881)).
2.2†	Agreement and Plan of Merger, dated as of April 9, 1999, by and among Gaylord Entertainment Company (the "Company"), Gaylord Television Company, Gaylord Communications, Inc., CBS Corporation, CBS Dallas Ventures, Inc. and CBS Dallas Media, Inc. (incorporated by reference to Exhibit 2 to the Company's Current Report on Form 8-K dated April 19, 1999 (File No. 1-13079)).
2.3†	First Amendment to the Agreement and Plan of Merger, dated as of October 8, 1999, by and among the Company, Gaylord Television Company, Gaylord Communications, Inc., CBS Corporation, CBS Dallas Ventures, Inc. and CBS Dallas Media, Inc. (incorporated by reference to Exhibit 2.3 to the Registration Statement on Form S-3 of CBS Corporation, as filed with the Securities and Exchange Commission (the "SEC") on October 12, 1999 (File No. 333-88775)).
2.4†	Securities Purchase Agreement, dated as of March 9, 2001, by and among the Company, Gaylord Creative Group, Inc., PaperBoy Productions, Inc., and Gaylord Sports, Inc. (incorporated by reference to Exhibit 2.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 (File No. 1-13079)).
2.5†	Purchase Agreement among WMGA, LLC and the Company, and the Company's subsidiary, Gaylord Creative Group, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K dated January 16, 2002 (File No. 1-13079)).
2.6†	Asset Purchase Agreement, dated as of July 1, 2002, by and between Acuff-Rose Music Publishing, Inc., Acuff-Rose Music, Inc., Milene Music, Inc., Springhouse Music, Inc., and Hickory Records, Inc. and Sony/ ATV Music Publishing LLC (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002 (File No. 1-13079)).
2.7†	Purchase and Sale Agreement, dated as of June 28, 2002, by and between The Mills Limited Partnership (as Purchaser) and Opryland Attractions, Inc. (as Seller) (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002 (File No. 1-13079)).
2.8†	Asset Purchase Agreement among Gaylord Investments, Inc., Cumulus Broadcasting, Inc. and Cumulus Licensing Corp., dated as of March 24, 2003 (incorporated by reference to Exhibit 2.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2003 (File No. 1-13079)).
2.9†	Agreement and Plan of Merger, dated as of August 4, 2003, among the Company, GET Merger Sub, Inc. and ResortQuest International, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on August 5, 2003 (File No. 1-13079)).
	GOVERNING DOCUMENTS OF THE COMPANY
3.1	Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3 to the Company's Current Report on Form 8-K dated October 7, 1997 (File No. 1-13079)).
3.2	Amendment to Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001 (File No. 1-13079)).
3.3	Restated Bylaws of the Company (incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form 10, as amended on June 30, 1997 (File No. 1-13079)).

EXHIBIT NUMBER	DESCRIPTION
	INSTRUMENTS DEFINING THE RIGHTS OF HOLDERS OF THE COMPANY'S COMMON STOCK:
4.1	Specimen of Common Stock certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form 10, as amended on June 30, 1997 (File No. 1-13079)).
4.2	Reference is made to Exhibits 3.1, 3.2 and 3.2 hereof for instruments defining the rights of common stockholders of the Company.
4.3	Stock Purchase Warrant, dated November 7, 2002, issued by the Company to Gilmore Entertainment Group, LLC (incorporated by reference to Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2003 (File No. 1-13079)).
	INSTRUMENTS DEFINING THE RIGHTS OF HOLDERS OF THE COMPANY'S SENIOR NOTES DUE 2013:
4.4	Indenture, dated as of November 12, 2003, by and between the Company, certain of its subsidiaries and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated November 13, 2003 (File No. 1-13079)).
4.5	First Supplemental Indenture, dated as of November 20, 2003, by and between the Company, certain of its subsidiaries and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-4 dated January 9, 2004 (File No. 333-111812)).
4.6	Registration Rights Agreement, dated as of November 12, 2003, between the registrants signatory thereto and the Initial Purchasers (as defined therein) with respect to the Company's 8% Senior Notes Due 2013 (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-4 dated January 9, 2004 (File No. 333-111812)).
	MATERIAL CONTRACTS REGARDING THE 1997 RESTRUCTURING:
10.1	Tax Disaffiliation Agreement by and among Old Gaylord, the Company and Westinghouse, dated September 30, 1997 (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K dated October 7, 1997 (File No. 1-13079)).
10.2	Agreement and Plan of Distribution, dated September 30, 1997, between Old Gaylord and the Company (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated October 7, 1997 (File No. 1-13079)).
10.3	Tax Matters Agreement, dated as of April 9, 1999, by and among the Company, Gaylord Television Company, Gaylord Communications, Inc. and CBS Corporation (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated April 19, 1999 (File No. 1-13079)).
10.4	Amended and Restated Tax Matters Agreement, dated as of October 8, 1999, by and among the Company, Gaylord Television Company, Gaylord Communications, Inc. and CBS Corporation (incorporated by reference to Exhibit 2.4 to the Registration Statement on Form S-3 of CBS Corporation, as filed with the SEC on October 12, 1999 (File No. 333-88775).
10.5	First Amendment to Post-Closing Covenants Agreement and Non-Competition Agreements, dated as of April 9, 1999, by and among the Company, CBS Corporation, Edward L. Gaylord and E. K. Gaylord, II (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated April 19, 1999 (File No. 1-13079)).
	MATERIAL CONTRACTS REGARDING THE NASHVILLE HOTEL LOANS:
10.6	Amended and Restated Loan and Security Agreement dated as of March 27, 2001, by and between Opryland Hotel Nashville, LLC, and Merrill Lynch Mortgage Lending, Inc. (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 (File No. 13079)).
10.7	Mezzanine Loan Agreement dated as of March 27, 2001, by and between Merrill Lynch Mortgage Capital Inc. and OHN Holdings, LLC (incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 (File No. 1-13079)).

EXHIBIT NUMBER	DESCRIPTION
10.8	First Amendment dated January 18, 2002 to Mezzanine Loan Agreement, dated as of March 27, 2001 by and between Opryland Mezzanine Trust 2001-1, a Delaware business trust, and OHN Holdings, LLC (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002 (File No. 1-13079)).
10.9	Second Amendment to Mezzanine Loan Agreement, dated April 30, 2003, by and between Opryland Mezzanine Trust 2001-1 and OHN Holdings, LLC (incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2003 (File No. 1-13079)).
	MATERIAL CONTRACTS REGARDING THE 2003 TEXAS/FLORIDA CREDIT FACILITY:
10.10	Subordinated Credit Agreement among Gaylord Hotels, LLC, various lenders, the Company and Deutsche Bank Trust Company Americas, dated as of May 22, 2003 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2003 (File No. 1-13079)).
10.11	Senior Credit Agreement among Opryland Hotel-Florida Limited Partnership, Opryland Hotel-Texas Limited Partnership, the Company, various lenders and Deutsche Bank Trust Company Americas, dated as of May 22, 2003 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2003 (File No. 1-13079)).
10.12	First Amendment to Credit Agreement and Ratification of Guaranty dated as of November 10, 2003 among Opryland Hotel-Florida Limited Partnership and Opryland Hotel-Texas Limited Partnership as Co-Borrowers, the Company, certain lenders and Deutsche Bank Trust Company Americas, as Administrative Agent, and certain subsidiary Guarantors (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K dated November 12, 2003 (File No. 1-13079)).
10.13	Second Amendment to Credit Agreement and Ratification of Guaranty dated as of November 10, 2003 among Opryland Hotel-Florida Limited Partnership and Opryland Hotel-Texas Limited Partnership as Co-Borrowers, the Company, certain lenders and Deutsche Bank Trust Company Americas, as Administrative Agent, and certain subsidiary Guarantors (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K dated November 12, 2003 (File No. 1-13079)).
	MATERIAL CONTRACTS REGARDING THE $100.0 MILLION REVOLVING CREDIT FACILITY:
10.14*†	Credit Agreement, dated as of November 20, 2003, among Opryland Hotel-Florida Limited Partnership, as borrower, the Company, as parent guarantor, certain lenders party thereto, and Deutsche Bank Trust Company Americas, as administrative agent, with Deutsche Bank Securities Inc. and Banc of America Securities LLC, as joint book running managers and co-lead arrangers, and Bank of America, N.A., as syndication agent.
10.15*	First Amendment to Credit Agreement and Ratification of Guaranty, dated as of December 17, 2003, among Opryland Hotel-Florida Limited Partnership, as borrower, the Company, as parent guarantor, certain lenders party thereto, Deutsche Bank Trust Company Americas, as administrative agent, and the certain subsidiary guarantors.
	MATERIAL CONTRACTS REGARDING THE GAYLORD PALMS:
10.16	Guaranteed Maximum Price (GMP) Construction Agreement dated as of November 8, 1999, by and among Opryland Hotel - Florida, L.P., Opryland Hospitality Group, and Perini/ Suitt (incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 (File No. 1-13079)).
10.17	First Amendment to Guaranteed Maximum Price (GMP) Construction Agreement dated as of September 5, 2000 by and among Opryland Hotel - Florida, L.P., Opryland Hospitality Group d/b/a OLH, G.P., and Perini/ Suitt (incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 (File No. 1-13079)).

EXHIBIT NUMBER	DESCRIPTION
10.18	Opryland Hotel-Florida Ground Lease, dated as of March 3, 1999, by and between Xentury City Development Company, L.L.C., and Opryland Hotel-Florida Limited Partnership (incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 1999 (File No. 1-13079)).
	MATERIAL CONTRACTS REGARDING THE GAYLORD TEXAN:
10.19	Hotel/ Convention Center Sublease Agreement, dated as of May 16, 2000, by and between the City of Grapevine, Texas and Opryland Hotel-Texas Limited Partnership (incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 (File No. 1-13079)).
10.20	Sublease Addendum Number 1, dated July 28, 2000, by and between the City of Grapevine, Texas and Opryland Hotel-Texas Limited Partnership (incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 (File No. 1-13079)).
10.21†	Guaranteed Maximum Price Construction Agreement, dated November 15, 2002, by and between Gaylord Entertainment Company and Centex Construction Company, Inc. (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 (File No. 1-13079)).
	MATERIAL CONTRACTS REGARDING NASHVILLE PREDATORS INVESTMENT:
10.22	Naming Rights Agreement dated as of November 24, 1999, by and between the Company and Nashville Hockey Club Limited Partnership (incorporated by reference to Exhibit 10.24 to the Company's Annual Report on Form 10-K for the year ended December 31, 1999 (File No. 1-13079)).
10.23	Guaranty dated as of June 25, 1997, by Craig Leipold, the Company, CCK, Inc. and other guarantors in favor of the Nashville Hockey League (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003 (File No. 1-13079)).
	MATERIAL CONTRACTS REGARDING VIACOM STOCK:
10.24	SAILS Mandatorily Exchangeable Securities Contract dated as of May 22, 2000, among the Company, OLH G.P., Credit Suisse First Boston International, and Credit Suisse First Boston Corporation, as agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 23, 2000 (File No. 1-13079)).
10.25	SAILS Pledge Agreement dated as of May 22, 2000, among the Company, Credit Suisse First Boston International, and Credit Suisse First Boston Corporation, as agent (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated May 23, 2000 (File No. 1-13079)).
	EXECUTIVE COMPENSATION PLANS AND MANAGEMENT CONTRACTS:
10.26	Gaylord Entertainment Company 1997 Omnibus Stock Option and Incentive Plan (as amended at May 2002 Stockholders Meeting) (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002 (File No. 1-13079)).
10.27	Amended and Restated Gaylord Entertainment Company 1997 Omnibus Stock Option and Incentive Plan (including amendments adopted at the May 2003 Stockholders Meeting) (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2003 (File No. 1-13079)).
10.28	The Opryland USA Inc. Supplemental Deferred Compensation Plan (incorporated by reference to Exhibit 10.11 to Old Gaylord's Registration Statement on Form S-1 (File No. 33-42329)).
10.29	Gaylord Entertainment Company Retirement Benefit Restoration Plan (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000) (File No. 1-13079)).
10.30	Form of Severance Agreement between the Company and certain of its executive officers (incorporated by reference to Exhibit 10.23 to Old Gaylord's Annual Report on Form 10-K for the year ended December 31, 1996 (File No. 1-10881)).

EXHIBIT NUMBER	DESCRIPTION
10.31	Consulting Agreement, dated October 31, 2001, between the Company and Dave Jones (incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2001 (File No. 1-13079)).
10.32	Letter Agreement dated February 14, 2001 between the Company and Carl W. Kornmeyer (incorporated by reference to Exhibit 10.26 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 (File No. 1-13079)).
10.33	Executive Employment Agreement of David C. Kloeppel, dated September 4, 2001, with the Company (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for quarter ended September 30, 2001 (File No. 1-13079)).
10.34	Executive Employment Agreement of Colin V. Reed, dated April 23, 2001, with the Company (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for quarter ended June 30, 2001 (File No. 1-13079)).
10.35	Indemnification Agreement, dated as of April 23, 2001, by and between the Company and Colin V. Reed (incorporated by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K for the year ended December 31, 2001 (File No. 1-13079)).
10.36	Executive Employment Agreement of Michael D. Rose, dated April 23, 2001, with the Company (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for quarter ended June 30, 2001 (File No. 1-13079)).
10.37	Indemnification Agreement, dated as of April 23, 2001, by and between the Company and Michael D. Rose (incorporated by reference to Exhibit 10.31 to the Company's Annual Report on Form 10-K for the year ended December 31, 2001 (File No. 1-13079)).
10.38*	Executive Employment Agreement of Jay D. Sevigny, dated July 15, 2003, with the Company.
10.39*	Executive Employment Agreement of Jim Olin, dated August 4, 2003, with the Company.
10.40	Form of Indemnification Agreement between the Company and each of its non-employee directors (incorporated by reference to Exhibit 10.36 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 (File No. 1-13079)).
10.41	Gaylord Entertainment Company Director Compensation Policy (incorporated by reference to Exhibit 10.37 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 (File No. 1-13079)).
	MISCELLANEOUS:
16	Letter from Arthur Andersen LLP regarding change in independent auditor (incorporated by reference to Exhibit 16.1 to the Company's Current Report on Form 8-K dated June 19, 2002 (File No. 1-13079)).
21*	Subsidiaries of Gaylord Entertainment Company.
23*	Consent of Independent Auditors.
31.1*	Certification of Chief Executive Officer of Periodic Report Pursuant to Rule 13a — 14(a) and Rule 15d — 14(a).
31.2*	Certification of Chief Financial Officer of Periodic Report Pursuant to Rule 13a — 14(a) and Rule 15d — 14(a).
32.1*	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350.
32.2*	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350.

* Filed herewith.

† As directed by Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this exhibit are omitted from this filing. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

EXHIBIT 10.14

CREDIT AGREEMENT

among

OPRYLAND HOTEL - FLORIDA LIMITED PARTNERSHIP,
as Borrower,

GAYLORD ENTERTAINMENT COMPANY,
as Parent Guarantor,

THE LENDERS PARTY HERETO

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

Dated as of November 20, 2003

with

DEUTSCHE BANK SECURITIES INC. and
BANC OF AMERICA SECURITIES LLC,
as Joint Book Running Managers and
Co-Lead Arrangers,

and

BANK OF AMERICA, N.A.,
as Syndication Agent

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LIST OF EXHIBITS AND SCHEDULES

CREDIT AGREEMENT

Credit Agreement, dated as of November 20, 2003 (the "Effective Date"), among Opryland Hotel - Florida Limited Partnership, a Florida limited partnership, as Borrower, and GAYLORD ENTERTAINMENT COMPANY, as Parent Guarantor, the Lenders party hereto from time to time, Deutsche Bank Trust Company Americas, as Administrative Agent, Deutsche Bank Securities Inc. and Bank of America Securities LLC, as Joint Book Running Managers and Co-Lead Arrangers, and Bank of America, N.A., as Syndication Agent.

W I T N E S S E T H :

WHEREAS, subject to and upon the terms and conditions herein set forth, the Lenders are willing to make available to Borrower the credit facility provided for herein;

NOW, THEREFORE, IT IS AGREED:

ARTICLE I

DEFINITIONS

As used in this Agreement:

"Account Collateral" is defined in Section 6.39.

"Account Holders" is defined in Section 6.39.

"Account Control Agreement" means, the Account Pledge, Assignment and Control Agreement dated as of the Effective Date between Borrower, Administrative Agent and the Reserve Account Bank.

"Accounts" is defined in Section 6.39.

"Adjusted Net Operating Income" for any period means Net Operating Income for such period, less the sum of (a) an assumed management fee of 3% of Gross Revenues for such period, and (b) actual deposits required to be made into the FF&E Reserve Account for such period hereunder.

"Adjustment Date" is defined in Section 6.18(a).

"Administrative Agent" means Deutsche Bank Trust Company Americas, in its capacity as contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender, and any successor Administrative Agent appointed pursuant to Article X.

"Advance" means, collectively, any Revolving Loan Advance and any Swingline Loan Advance.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 50% or more of any class of voting securities (or other ownership interests) of the controlled Person, or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise.

"Agency Fee" is defined in Section 2.5(b).

"Aggregate Available Commitment" means, at any time, the aggregate Revolving Loan Commitment then in effect minus the Aggregate Outstanding Credit Exposure at such time.

"Aggregate Outstanding Credit Exposure" means, at any time, the sum of the Outstanding Credit Exposures of all the Lenders.

"Agreement" means this Credit Agreement, as it may be amended or modified and in effect from time to time.

"Agreement Accounting Principles" means generally accepted accounting principles as in effect from time to time ("GAAP"), applied in a manner consistent with that used in preparing the financial statements referred to in Section 6.1(i).

"Alternate Base Rate" means, for any day, a rate of interest per annum equal to the higher of (a) the Prime Lending Rate for such day and (b) the sum of the Federal Funds Effective Rate for such day plus 1/2% per annum.

"Ancillary Space Lease" is defined in Section 6.34.

"Applicable LIBO Rate" means, with respect to any LIBO Rate Loan for the Interest Period applicable to such LIBO Rate Loan, the per annum rate equal to the greater of: (a) the Reserve Adjusted LIBO Rate plus 3.50% and (b) 4.82%.

"Appraisal" means, the appraisal by Cushman & Wakefield of the Opryland Hotel Florida, obtained by the Administrative Agent prior to the Effective Date or, another written appraisal prepared by an appraiser selected and engaged by the Administrative Agent and in all respects acceptable to the Majority Lenders as an approved Appraisal for purposes of this Agreement, using assumptions and containing information approved by the Administrative Agent and conforming with the provisions of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended, reformed or otherwise modified from time to time, and any rules promulgated to implement such provisions.

"Approved FF&E Budget" means Borrower's budget for normal maintenance capital expenditures, as in effect and approved by the Administrative Agent from time to time.

"Article" means an article of this Agreement unless another document is specifically referenced.

"Asset Sale" means (a) the sale, lease (other than operating leases in respect of facilities which are ancillary to the operation of Borrower's, Parent Guarantor's or a Subsidiary's properties), conveyance or other disposition of any property or assets of Borrower, Parent Guarantor or any Subsidiary of Parent Guarantor (and including any such transaction by way of a sale-leaseback transaction and including a disposition by either Borrower, Parent Guarantor or a Subsidiary of Equity Interests in a Subsidiary), (b) the issuance or sale of Equity Interests of any of Parent Guarantor's Subsidiaries or (c) any event of loss by reason of casualty, condemnation or otherwise, other than, with respect to clauses (a), (b), and (c) above, the following: (i) the sale or disposition of personal property held for sale in the ordinary course of business, (ii) the sale or disposal of damaged, worn out or other obsolete property in the ordinary course of business so long as such property is no longer necessary for the proper conduct of the business of Borrower, Parent Guarantor or such Subsidiary, as applicable, or is simultaneously replaced with similar property, (iii) the transfer of assets (other than assets that constitute Collateral) by Borrower to Parent Guarantor, or to a Subsidiary Guarantor, or by a Subsidiary of Parent Guarantor (other than Borrower) to either Borrower, Parent Guarantor or a Subsidiary Guarantor and (iv) the sale or disposition of any single asset having a value not in excess of $500,000.00, in a transaction unrelated to any other Asset Sale.

"Authorized Officer" means either the Chief Executive Officer or the Chief Financial Officer of Parent Guarantor, in its capacity as sole member of the General Partner of Borrower, acting singly, or such other representative of Borrower or the Chief Executive Officer or the Chief Financial Officer of Parent Guarantor, designated from time to time by Borrower or Parent Guarantor, in a written notice signed by Borrower or Parent Guarantor and delivered to the Administrative Agent.

"Available Commitment" means, at any time and for any Lender, the Revolving Loan Commitment of such Lender then in effect minus the Outstanding Credit Exposure of such Lender at such time.

"Borrower" means, Opryland Hotel - Florida Limited Partnership, a Florida limited partnership.

"Borrowing Date" means a date on which an Advance is made hereunder.

"Borrowing Notice" is defined in Section 2.8.

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open in New York for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system.

"Capital Stock" means, with respect to any Person, any capital stock, partnership or joint venture interests of such Person and shares, interests, participations or other ownership interests (however designated) of any Person and any rights (other than debt securities convertible into any of the foregoing), warrants or options to purchase any of the foregoing.

"Capital Expenditures" means with respect to any Person, all expenditures by such Person which should be capitalized in accordance with Agreement Accounting Principles, including all such expenditures with respect to fixed or capital assets (including, without

limitation, expenditures for maintenance and repairs which should be capitalized in accordance with Agreement Accounting Principles) and the amount of capital assets associated with Capitalized Lease Obligations incurred by such Person (which shall be deemed to include (a) expenditures by such Person to acquire stock or other evidence of beneficial ownership of any other Person for the purpose of acquiring the capital assets of such Person (to the extent of such capital assets) and (b) expenditures for fixed or capital equipment or real property).

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Cash Equivalent Investments" means (a) short-term obligations of, or fully guaranteed by, the United States of America, (b) commercial paper rated A-1 or better by S&P or P-1 or better by Moody's, (c) demand deposit accounts maintained in the ordinary course of business, provided in each case that the same provides for payment of both principal and interest (and not principal alone or interest alone) and is not subject to any contingency regarding the payment of principal or interest, and (d) investments in money market funds substantially all of the assets of which are comprised of investments of the types described in clauses (a) through (c) above or corporate securities (other than commercial paper) with maturities of 397 days or less, provided that the weighted average maturity of such securities does not exceed 90 days.

"Change of Control" means the occurrence of any of the following: (i) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of Borrower's or Parent Guarantor's assets to any person or group (as such term is used in Section 13(d)(3) of the Securities Exchange Act), (ii) the adoption of a plan relating to the liquidation or dissolution of Borrower or Parent Guarantor, (iii) the acquisition by any person or group (as such term is used in Section 13 (d)(3) of the Securities Exchange Act) of a direct or indirect interest in more than 50% of the ownership of Borrower or Parent Guarantor or the voting power of the voting stock of Parent Guarantor by way of purchase, merger or consolidation or otherwise (other than a creation of a holding company that does not involve a change in the beneficial ownership of Parent Guarantor as a result of such transaction), (iv) any consolidation of Parent Guarantor with, or merger of Parent Guarantor into, any other Person or any merger of another Person into Parent Guarantor in each case with the effect that immediately after such transaction the stockholders of Parent Guarantor immediately prior to such transaction hold less than 50% of the total voting power of all securities generally entitled to vote in the election of directors, managers, or trustees of the Person surviving such merger or consolidation, (v) the first day on which a majority of the members of the Board of Directors of Parent Guarantor are not Continuing Directors or (vi) Parent Guarantor ceases to own, directly or indirectly 100% of all ownership interests in Borrower, or Parent Guarantor or Borrower is otherwise in breach of Section 6.16 or Section 6.17(a). A "beneficial owner" shall be determined in accordance with Rule 13d-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act, as in effect on the date hereof.

"Claim" means any claim, action, suit or demand, by any Person, of whatsoever kind or nature for any alleged Liabilities and Costs, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, Permit, ordinance or regulation, common law or otherwise.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

"Collateral" means all Property and interests in Property (now owned or hereafter acquired) upon which a Lien is granted under any of the Loan Documents, including the Accounts and the Opryland Hotel Florida.

"Collateral Assignments" means (a) those certain Assignments of Lessor's Interest in Leases and Rents of even date herewith executed and delivered by Borrower in favor of the Administrative Agent, for the benefit of the Lenders and other Holders of Secured Obligations, as it may be amended or modified and in effect from time to time and (b) those certain Assignments of Agreements, Licenses, Permits and Contracts of even date herewith executed and delivered by Borrower, Parent Guarantor and Opryland Hospitality Group in favor of the Administrative Agent, for the benefit of the Lenders and other Holders of Secured Obligations, as each may be amended or modified and in effect from time to time.

"Collateral Documents" means, collectively, the Mortgage, the Collateral Assignments, the Account Control Agreement and all other Loan Documents under which a Lien is granted in, against or with respect to the Opryland Hotel Florida or any other Property.

"Conduit" is defined in Section 12.3.2.

"Conduit Credit Enhancer" is defined in Section 12.3.2.

"Conduit Inventory Loan" is defined in Section 12.3.2.

"Consent and Agreement" is defined in Section 4.2(j).

"Consolidated EBITDA" means for any period, the Consolidated Net Income of Parent Guarantor and its Consolidated Subsidiaries determined on a consolidated basis in accordance with Agreement Accounting Principles, before (a) Consolidated Interest Expense, (b) any non-cash interest expense, (c) any pre-opening expenses, (d) provision for taxes and (e) depreciation and amortization charges, and without giving effect to (i) any extraordinary items, (ii) non-cash items (except to the extent that they give rise to a liability that would be required to be reflected on the consolidated balance sheet of Parent Guarantor, or to the extent that a cash payment will be required to be made in respect thereof in a future period), including non-cash portions of both (A) ground rents expense and (B) expense with respect to the Naming Rights Agreement dated November 24, 1999 between Nashville Hockey Club Limited Partnership and Parent Guarantor, (iii) gains or losses attributable to asset sales or debt restructurings, (iv) unrealized gains or losses from the SAILS Forward Exchange Contracts and any other Financial Contract, and (v) one-time nonrecurring costs and expenses, up to a maximum of $5,000,000.00 in the aggregate, incurred in connection with the merger of GET Merger Sub, Inc., and ResortQuest International, Inc.; provided that, subject to the closing of the merger of a Subsidiary of Parent Guarantor with

RZT, Consolidated EBITDA for each period of four full Fiscal Quarters set forth below shall be adjusted, but solely for the purpose of determining Consolidated EBITDA for such period, by the amount set forth below for such period, which amount represents a pro-forma credit in respect of synergies expected to be achieved over time by reason of such merger:

PERIOD	PRO-FORMA EBITDA CREDIT
Four Fiscal Quarters ending December 31, 2003	$ 5,000,000.00
Four Fiscal Quarters ending March 31, 2004	$ 5,000,000.00
Four Fiscal Quarters ending June 30, 2004	$ 4,000,000.00
Four Fiscal Quarters ending September 30, 2004	$ 3,000,000.00
Four Fiscal Quarters ending December 31, 2004	$ 2,000,000.00

"Consolidated Fixed Charges" means, for any period, the sum of: (a) Consolidated Interest Expense and (b) required amortization of Indebtedness, determined on a consolidated basis in accordance with Agreement Accounting Principles, for the period involved and discount or premium relating to any such Indebtedness for any period involved, whether expensed or capitalized; determined without duplication of items included in Consolidated Interest Expense, in each case of Parent Guarantor and its Subsidiaries.

"Consolidated Indebtedness" means, at any time, without duplication, the aggregate outstanding principal amount of all Indebtedness of Parent Guarantor and its Consolidated Subsidiaries, determined on a consolidated basis in accordance with Agreement Accounting Principles, and excluding (a) the Hockey Club Guaranty, provided that no demand for payment thereunder is made and Indebtedness thereunder is not reflected on Parent Guarantor's balance sheet and (b) Indebtedness with regard to the SAILS Forward Exchange Contracts.

"Consolidated Interest Expense" means for any period, the total interest expense of any Person for such period, determined on a consolidated basis in accordance with Agreement Accounting Principles, plus, without duplication, that portion of Capitalized Lease Obligations of such Person representing the interest factor for such period, in each case net of the total consolidated cash interest income of such Person for such period; provided, however, that (a) all non-cash interest expenses and (b) capitalized interest reflected on such Person's financial statements shall be excluded.

"Consolidated Net Income" means, for any period, net after tax income of Parent Guarantor and its Consolidated Subsidiaries determined on a consolidated basis in accordance with Agreement Accounting Principles.

"Consolidated Subsidiaries" means, as to any Person, all Subsidiaries of such Person which are consolidated with such Person for financial reporting purposes in accordance with Agreement Accounting Principles.

"Contaminant" means gasoline, petroleum and other petroleum by-products, asbestos, explosives, PCBs, radioactive materials, biological toxins, toxic mold, or any "hazardous" or "toxic" material, substance or waste which is defined by those or similar terms or is regulated as

such under any statute, law, ordinance, rule or regulation of any Governmental Authority having jurisdiction over the Opryland Hotel Florida or any portion thereof or its use, including any material, substance or waste which is: (a) defined as a "hazardous substance" under the Water Pollution Control Act (33 U.S.C. ss. 1301 et seq.), as amended; (b) defined as a "hazardous waste" under Section 10.4 of The Resource Conservation and Recovery Act of 1976, 42 U.S.C. ss. 6901 et seq., as amended; (c) defined as a "hazardous substance" or "hazardous waste" under Section 101 of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, 42 U.S.C. ss. 9601 et seq., or any other so-called "superfund" or "superlien" law, including the judicial interpretations thereof; (d) defined as a "pollutant" or "contaminant" under 42 U.S.C.A. ss. 9601(33); (e) defined as "hazardous waste" pursuant to 40 C.F.R. Parts 260 and 261; (f) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (g) subject to any other law or other past (and still in effect), present or future requirement of any Governmental Authority regulating, relating to, or imposing obligations, liability or standards of conduct concerning, the protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source.

"Contingent Obligation" means, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (d) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"Continuing Directors" means, as of any date of determination, any member of the board of directors of Parent Guarantor who (a) was a member of such board of directors on the Effective Date or (b) was nominated for election or elected to such board of directors with the affirmative vote of at least a majority of the Continuing Directors who were members of such board of directors at the time of such nomination or election.

"Conversion/Continuation Notice" is defined in Section 2.9.

"Customary Permitted Liens" means Permitted Existing Liens, together with (a) Liens with respect to real estate taxes and assessments to the extent not due and payable, (b) Liens to the extent permitted by Section 6.5, (c) Liens in favor of the Administrative Agent and securing the Secured Obligations, and (d) utility, sanitary sewer, storm drainage, access and other easements, provided such easements do not adversely affect the Opryland Hotel Florida in any material respect and access to or use of such easements would not materially disturb or materially affect any material Improvement.

"Default" means an event described in Article VII.

"Default Amount" is defined in Section 10.11.

"Default Amount Accrued Interest" is defined in Section 10.11(f)(i).

"Default Rate" means the default rate of interest determined pursuant to Section 2.11.

"Defaulting Lender" is defined in Section 10.11.

"Effective Date" is defined in the preamble of this Agreement.

"Eligible Assignee" means (a) any Lender, any bank, savings and loan association, investment bank, insurance company, trust company, commercial credit corporation, real estate mortgage investment conduit, grantor trust, pension trust, pension plan, pension fund or pension advisory firm, mutual fund, government entity or plan, real estate investment trust, investment company, money management firm, "qualified institutional buyer" (within the meaning of Rule 144A under the Securities Act of 1933, as amended), "accredited investor" (as defined in Regulation D of the Securities Act), publicly traded corporation, publicly or privately held fund engaged in real estate, corporate or commercial lending or investing, or any entity substantially similar to any of the foregoing, which in each case has a minimum net worth, net assets or net capital of $100,000,000, and (b) any Affiliate of any of the foregoing, provided that under no circumstances shall Parent Guarantor, Borrower or any Affiliate of Parent Guarantor or Borrower be an Eligible Assignee.

"Environmental Indemnity Agreement" means that certain Environmental Indemnity Agreement dated as of the Effective Date, executed and delivered by Borrower, Parent Guarantor and the Subsidiary Guarantors in favor of the Administrative Agent, for the benefit of the Lenders and other Holders of Secured Obligations, as it may be amended or modified and in effect from time to time.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (a) the protection of the environment, (b) the effect of the environment on human health, (c) emissions, discharges or releases of pollutants, Contaminants, hazardous substances or wastes into surface water, ground water or land, or (d) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, Contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"Environmental Lien" means a Lien in favor of any Governmental Authority for any (a) liabilities under any Environmental Law, or (b) damages arising from, or costs incurred by such Governmental Authority in response to, a Release or threatened Release of a Contaminant into the environment.

"Environmental Property Transfer Act" means any applicable Requirement of Law that conditions, restricts, prohibits or requires any notification or disclosure triggered by the transfer, sale, lease or closure of any Property or deed or title for any Property for environmental reasons, including, but not limited to, any so-called "Industrial Site Recovery Act" or "Transfer Act."

"Environmental Report" means, collectively, those reports listed and described on Schedule 2 hereto.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

"Eurodollar Business Day" means a Business Day on which commercial banks in London, England are open for domestic and international business.

"Excluded Taxes" means, in the case of each Lender or applicable Lending Office and the Administrative Agent, taxes imposed on its overall net income, and franchise taxes imposed on it.

"Exercise Notice" is defined in Section 10.11.

"Exhibit" refers to an exhibit to this Agreement, unless another document is specifically referenced.

"Existing Letter of Credit" is defined in Section 2.20(c).

"Existing Senior Loans" means certain loans in the aggregate principal amount of up to $175,000,000.00, made pursuant to Credit Agreement dated as of May 22, 2003, by certain lenders to Borrower and OHTLP, secured by, among other things, a first priority mortgage encumbering the Opryland Hotel Florida and a first priority deed of trust encumbering the Texas Project.

"Existing Subordinated Loans" means certain loans in the aggregate original principal amount of $50,000,000.00, made as of May 22, 2003 by certain lenders to Gaylord Hotels, LLC, secured by, among other things, a pledge by Gaylord Hotels, LLC of its partnership interests in each of Borrower and OHTLP.

"Facility Year" means each period of one year commencing on the Effective Date and on each anniversary thereof.

"FF&E Reserve" is defined in Section 2.22(b).

"FF&E Reserve Account" is defined in Section 2.22(a).

"FF&E Reserve Disbursement" is defined in Section 4.3.

"FF&E Reserve Disbursement Date" means the date of a disbursement from the FF&E Reserve Account.

"FF&E Reserve Disbursement Request" means a notice given by Borrower to the Administrative Agent not later than 1:00 p.m. (Eastern time) at least three (3) Business Days before the date on which a FF&E Reserve Disbursement is requested to be made, specifying (a) the requested FF&E Reserve Disbursement Date, which shall be a Business Day no earlier than three (3) Business Days after the date on which such FF&E Reserve Disbursement Request is given and (b) the amount of the requested FF&E Reserve Disbursement.

"Federal Funds Effective Rate" means, for any day, an interest rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations at approximately 11:00 a.m. (New York time) on such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent in its sole discretion.

"Financial Contract" of a Person means (a) any exchange-traded or over-the-counter futures, forward, swap or option contract or other financial instrument with similar characteristics, or (b) any Rate Management Transaction.

"Fiscal Quarter" means each calendar quarter beginning January 1, April 1, July 1 and October 1 of each Fiscal Year.

"Fiscal Year" means January 1 through December 31 of each year.

"Floating Rate" means, for any day, a rate per annum equal to (a) the Alternate Base Rate for such day plus (b) 2.25%, in each case changing when and as the Alternate Base Rate changes.

"Floating Rate Advance" means an Advance which, except as otherwise provided in Section 2.11, bears interest at the Floating Rate.

"Floating Rate Loan" means a Loan which, except as otherwise provided in Section 2.11, bears interest at the Floating Rate.

"Florida Ground Lease Estoppels" means collectively, (i) an estoppel certificate relating to the Florida Hotel Ground Lease delivered by the Florida Ground Lessor and (ii) an estoppel certificate relating to the Florida Master Ground Lease delivered by the Florida Master Lessor, in each case in form and content satisfactory to the Administrative Agent.

"Florida Ground Leases" means the Florida Hotel Ground Lease and the Florida Master Ground Lease.

"Florida Ground Lessor" means Xentury City, or its successors, from time to time, as the holder or holders of the lessor's interest under the Florida Hotel Ground Lease.

"Florida Hotel Ground Lease" means that certain Opryland Hotel - Florida Ground Lease, dated as of March 3, 1999, by and between Xentury City, as landlord, and Borrower, as tenant, a memorandum of which was recorded on March 23, 2000 in Book 1717, Page 796 of the Official Records, as amended by that certain Omnibus Amendment to Master Lease and Hotel Lease (the "Omnibus Amendment"), dated as of October 4, 2001 and recorded on October 10, 2001 in Book 1942, Page 666 of the Official Records, between GP LP, Xentury City and Borrower, as the same may have been or hereinafter may be amended, modified, substituted or replaced.

"Florida Master Ground Lease" means that certain GP/Xentury Master Ground Lease, dated as of March 3, 1999, by and between Florida Master Lessor, as landlord and Xentury City, as tenant, a memorandum of which was recorded on March 23, 2000 in Book 1717, Page 775 of the Official Records, as amended by the Omnibus Amendment, as the same may have been or hereinafter may be amended, modified, substituted or replaced.

"Florida Master Lessor" means GP LP, or its successors, from time to time, as the holder or holders of the lessor's interest under the Florida Master Ground Lease.

"Funded Default Amount" is defined in Section 10.11(c).

"GAAP" is defined in the definition of "Agreement Accounting Principles."

"Governmental Approval" means all right, title and interest in any existing or future certificates, licenses, permits, variances, authorizations and approvals issued with respect to the Opryland Hotel Florida by any Governmental Authority having jurisdiction with respect to any Person or Property.

"Governmental Authority" means any nation or government, any federal, state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"GP LP" means GP Limited Partnership, a Florida limited partnership.

"Gross Revenues" means, for any period, all receipts resulting from the operation of the Opryland Hotel Florida, determined net of allowances in accordance with Agreement Accounting Principles and consistent with the Uniform System of Accounts for the Lodging Industry, 9th Revised Edition, 1996, as published by the Hotel Association of New York City, as the same may be further revised from time to time, including, without limitation, rents or other payments from guests and customers, tenants, licensees and concessionaires and business interruption and rental loss insurance payments; provided, that Gross Revenues shall exclude (a) excise, sales, use, occupancy and similar taxes and charges collected from guests or customers and remitted to Governmental Authorities, (b) gratuities collected for employees (excluding service charges), (c) security deposits and other advance deposits, unless and until same are forfeited to Borrower, (d) federal, state or municipal excise, sales, use or similar taxes collected directly from patrons or guests or included as part of the sales price of any goods or services, (e)

interest income on the Opryland Hotel Florida's bank accounts or otherwise earned by Borrower, and (f) rebates, refunds or discounts (including, without limitation, free or discounted accommodations).

"Ground Leases" means collectively, the Florida Hotel Ground Lease and the Florida Master Ground Lease.

"Guaranty" means that certain Guaranty dated as of the Effective Date, executed and delivered by Parent Guarantor and the Subsidiary Guarantors in favor of the Administrative Agent, for the benefit of the Lenders and other Holders of Secured Obligations, as it may be amended or modified and in effect from time to time, together with any additional guaranty of payment executed and delivered by a Subsidiary of Parent Guarantor in accordance with Section 6.17 or Section 6.18.

"hereof," "hereto," "hereunder, "herewith" and "herein" shall be deemed to refer to this Agreement as a whole, and not a particular clause, Section or Article of this Agreement.

"Hockey Club Guaranty" means that certain Guaranty dated June 25, 1997 by Parent Guarantor and certain other Persons in favor of the National Hockey League and certain other Persons with respect to certain obligations of Nashville Hockey Club Limited Partnership.

"Holders of Secured Obligations" means the Administrative Agent, the Lenders and the Secured Counterparties under Secured Rate Management Transactions, if any.

"Improvements" means all buildings, fixtures, structures, parking areas, landscaping and all other improvements whether existing now or hereafter constructed at the Opryland Hotel Florida, together with all machinery and mechanical, electrical, HVAC and plumbing systems presently located thereon and used in the operation thereof, excluding (a) any such items owned by utility service providers, (b) any such items owned by tenants or other third-parties unaffiliated with Borrower and (c) any items of personal property.

"including" means including without limitation.

"Incentive Agreements" means the following, as amended and in effect from time to time: (a) the Joint Marketing Agreement dated as of October 1, 1998, by and between Osceola County, Florida (the "County") and Opryland Hospitality, Inc. and (b) the Public Improvements Partnership Agreement (the "PIP") dated as of October 1, 1998, between the County and Xentury City Community Development District.

"Incremental Lender" shall have the meaning provided in Section 2.19(b).

"Incremental Loan Commitment Requirements" means, with respect to any request for an Incremental Revolving Loan Commitment made pursuant to Section 2.19 or any provision of an Incremental Revolving Loan Commitment on a given Incremental Loan Commitment Date, the satisfaction of each of the following conditions: (i) no Default or Unmatured Default then exists or would result therefrom; (ii) Borrower shall have provided Administrative Agent with calculations demonstrating compliance with the covenants contained in Sections 6.14 and 6.25 hereof as of the Fiscal Quarter most recently ended prior to the date of its request for such

Incremental Loan Commitment, on a pro-forma basis; (iii) Borrower shall have certified to the Administrative Agent that the incurrence of Loans in an aggregate principal amount equal to the full amount of the Incremental Loan Commitments then requested or provided is permitted under, and in accordance with, all other indentures and all other material debt agreements to which Borrower, Parent Guarantor or any of its Subsidiaries is a party; (iv) all representations and warranties contained herein and in the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made as of such date of request or Incremental Loan Commitment Date, as the case may be (after giving effect to the incurrence of the respective Loan), unless stated to relate to a specified date, in which case such representations and warranties shall be true and correct in all material respects as of such specified date; and (v) the delivery by Borrower of an officer's certificate to the Administrative Agent certifying as to compliance with preceding clauses (i), (ii), (iii) and (iv).

"Incremental Revolving Loan Commitment" means, for each Incremental Lender, any commitment by such Incremental Lender to make Revolving Loans pursuant to Section 2.1(a) as agreed to by such Incremental Lender in the respective Incremental Revolving Loan Commitment Agreement delivered pursuant to Section 2.19; it being understood, however, that on each date upon which an Incremental Revolving Loan Commitment of any Incremental Lender becomes effective, such Incremental Revolving Loan Commitment of such Incremental Lender shall be added to (and thereafter become a part of) the Revolving Loan Commitment of such Incremental Lender for all purposes of this Agreement as contemplated by Section 2.19.

"Incremental Revolving Loan Commitment Agreement" means an Incremental Revolving Loan Commitment Agreement substantially in the form of Exhibit F (appropriately completed).

"Incremental Revolving Loan Commitment Date" means each date upon which an Incremental Revolving Loan Commitment under an Incremental Revolving Loan Commitment Agreement becomes effective as provided in Section 2.19(b)(i).

"Indebtedness" means, as to any Person, without duplication, (a) all indebtedness (including principal, interest, fees and charges) of such Person for borrowed money or for the deferred purchase price of property or services (other than, to the extent deferred in the ordinary course of business, deferred payments in respect of services by employees) due more than 90 days after acquisition of the property or receipt of services or which is otherwise represented by a note, (b) the maximum amount available to be drawn under all Letters of Credit issued for the account of such Person and all unpaid drawings in respect of such Letters of Credit, (c) all Indebtedness of the types described in clause (a), (b), (d), (e) or (f) of this definition secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person (to the extent of the lesser of the amount of such Indebtedness and the value of the respective property), (d) Capitalized Lease Obligations, (e) all Contingent Obligations of such Person, and (f) Rate Management Obligations.

"Initial Funding Date" means the date on which all of the conditions described in Article IV, as applicable, have been satisfied (or waived) in a manner satisfactory to the Lenders.

"Initial Lender Affiliate" is defined in Section 9.5.

"Interest Period" means, with respect to a LIBO Rate Advance, a period of one, two or three months commencing on a Eurodollar Business Day selected by Borrower pursuant to this Agreement. Such Interest Period shall end on the day which corresponds numerically to such date one, two or three months thereafter; provided, however, that if there is no such numerically corresponding day in such next, second or third succeeding month, such Interest Period shall end on the last Eurodollar Business Day of such next, second or third succeeding month. If an Interest Period would otherwise end on a day which is not a Eurodollar Business Day, such Interest Period shall end on the next succeeding Eurodollar Business Day; further provided, however, that if said next succeeding Eurodollar Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Eurodollar Business Day. Notwithstanding the foregoing, during the period when Advances are being made hereunder, an Interest Period that is up to five (5) days more or less than one month may be selected in order to coordinate the expiration of such Interest Period with that of another Interest Period.

"Investment" of a Person means any loan, advance (other than commission, travel and similar advances to officers and employees made in the ordinary course of business), extension of credit (other than accounts receivable arising in the ordinary course of business on terms customary in the trade) or contribution of capital by such Person; stocks, bonds, mutual funds, partnership interests, notes, debentures or other securities owned by such Person; any deposit accounts and certificate of deposit owned by such Person; and structured notes, derivative financial instruments and other similar instruments or contracts owned by such Person.

"Issuing Bank" means the Administrative Agent (or any of its subsidiaries or affiliates including but not limited to Deutsche Bank AG, New York Branch) and any other Lender which at the request of Borrower and with the consent of the Administrative Agent agrees, in such Lender's sole discretion, to become an Issuing Bank for the purpose of issuing Letters of Credit pursuant to Section 2.20.

"Law" means, collectively, all Requirements of Law and all Environmental Laws.

"L/C Participant" shall have the meaning provided in Section 2.20.3(a).

"L/C Supportable Obligations" means obligations of Borrower, Parent Guarantor or any of its Subsidiaries incurred in the ordinary course of business and which do not violate the applicable provisions, if any, of this Agreement.

"Lease" means a lease, sublease, license, concession agreement or other agreement (not including the Ground Leases) providing for the use or occupancy of any portion of any Real Property owned or leased by Borrower, including all amendments, supplements, modifications and assignments thereof and all side letters or side agreements relating thereto.

"Lender Default" is defined in Section 10.11.

"Lender Payment Portion" is defined in Section 10.11(b).

"Lenders" means the lending institutions listed on the signature pages of this Agreement and their respective successors and assigns.

"Lending Office" means, with respect to a Lender or the Administrative Agent, the office, branch, subsidiary or affiliate of such Lender or the Administrative Agent listed on the signature pages hereof or otherwise selected by such Lender or the Administrative Agent pursuant to Section 2.17.

"Letter of Credit" shall have the meaning provided in Section 2.20(a).

"Letter of Credit Collateral Amount" shall have the meaning provided in Section 8.1(a).

"Letter of Credit Fee" shall have the meaning provided in Section 2.20.6(a).

"Letter of Credit Outstandings" shall mean, at any time, the sum of (i) the aggregate Stated Amount of all outstanding Letters of Credit and (ii) the amount of all Unpaid Drawings.

"Letter of Credit Request" shall have the meaning provided in Section 2.20.2(a).

"Liabilities and Costs" means all liabilities, obligations, responsibilities, losses, damages, personal injury, death, punitive damages, economic damages, consequential damages, treble damages, intentional, willful or wanton injury, damage or threat to the environment, natural resources or public health or welfare, disbursements, costs and expenses (including attorney, expert and consulting fees and costs of investigation, feasibility or Remedial Action studies), fines, penalties and monetary sanctions, interest, direct or indirect, known or unknown, absolute or contingent, past, present or future.

"LIBO Rate" means, with respect to any LIBO Rate Loan for the Interest Period applicable to such LIBO Rate Loan, the per annum rate for such Interest Period and for an amount equal to the amount of such LIBO Rate Loan shown on Dow Jones Telerate Page 3750 at approximately 11:00 a.m. (London time) two Eurodollar Business Days prior to the first day of such Interest Period or if such rate is not quoted, the arithmetic average as determined by the Administrative Agent of the rates at which deposits in immediately available U.S. dollars in an amount equal to the amount of such LIBO Rate Loan having a maturity approximately equal to such Interest Period are offered to four (4) reference banks to be selected by the Administrative Agent in the London interbank market, at approximately 11:00 a.m. (London time) two Eurodollar Business Days prior to the first day of such Interest Period.

"LIBO Rate Advance" means an Advance which, except as otherwise provided in Section 2.11, bears interest at the Applicable LIBO Rate.

"LIBO Rate Loan" means a Loan which, except as otherwise provided in Section 2.11, bears interest at the Applicable LIBO Rate.

"LIBO Reserve Percentage" means with respect to an Interest Period for a LIBO Rate Loan, the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves and taking into account any transitional adjustments) which is imposed under Regulation D on eurocurrency liabilities.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, conditional sale agreement, deposit arrangement, security interest, encumbrance, lien (statutory or other and including any Environmental Lien), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever in respect of any property of a Person, whether granted voluntarily or imposed by law, and includes the interest of a lessor under a Capitalized Lease or under any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement or similar notice naming the owner of such property as debtor, under the Uniform Commercial Code or other comparable law of any jurisdiction.

"Loan Documents" means this Agreement, any Notes issued pursuant to Section 2.13, each Letter of Credit, the Collateral Documents, the Environmental Indemnity Agreement, the Guaranty, any Property Manager's subordination agreement and all other agreements, assignments, consents, acknowledgments and other instruments, including, without limitation, opinions of counsel, executed by Borrower, Parent Guarantor, the Subsidiary Guarantors, any Property Manager or any other Person in favor of the Administrative Agent or the Lenders pursuant to this Agreement or in connection with the Advances and other transactions contemplated hereby.

"Loan Pledgee" is defined in Section 12.3.2.

"Loans" means, collectively, the Revolving Loans and the Swingline Loans.

"Majority Lenders" means at least two Non-Defaulting Lenders in the aggregate having at least fifty-one percent (51%) of the sum of (a) the Aggregate Outstanding Credit Exposure held by all the Non-Defaulting Lenders and (b) the Aggregate Available Commitment held by all the Non-Defaulting Lenders.

"Management Agreement" means the property management agreement, if any, for the Opryland Hotel Florida, as approved by the Administrative Agent.

"Management Fees" means the management and other fees payable under any applicable Management Agreement.

"Mandatory Advance" is defined in Section 2.1(d).

"Material Adverse Effect" means a material adverse effect on the business, operations, property or condition (financial or otherwise) of (a) Borrower or (b) Parent Guarantor and its Subsidiaries, taken as a whole, or an event, condition or circumstance as a result of which the validity or enforceability of any of the Loan Documents, or the rights or remedies of the Administrative Agent or the Lenders thereunder, shall be impaired.

"Maturity Date" means May 22, 2006.

"Maximum Swingline Amount" means $5,000,000.00.

"Media Assets" means certain assets used or held for use in connection with the operation of radio broadcast stations WSM-FM and WWTN(FM) serving the Nashville, Tennessee market,

including Federal Communications Commission authorizations, other licenses and authorizations, fixtures, equipment and tangible personal property, interests in real property leases and subleases, contracts and contract rights, intangibles, records and goodwill and going concern value.

"Moody's" means Moody's Investors Service, Inc.

"Mortgage" means the Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, executed and delivered to the Administrative Agent (for the benefit of the Lenders and other Holders of Secured Obligations) by Borrower securing the Secured Obligations, as such document may be amended, restated, modified or supplemented from time to time.

"Mortgage Title Insurance Policy" means an American Land Title Association loan policy (ALTA 1970/84 Form), insuring the Florida Mortgage as a valid and subsisting first mortgage, encumbering the Opryland Hotel Florida, subject only to the Permitted Existing Liens, and naming the Administrative Agent as the insured party, in such form as excludes any exception for creditors' rights, and containing (a) a Florida Form 9 endorsement, (b) a survey endorsement, (c) a contiguity endorsement, (d) an additional interest endorsement, and (e) variable rate, revolving credit and such other endorsements as the Administrative Agent may require and which are available in the State of Florida, and also accompanied by reinsurance in such amounts and from such title insurance reinsurers as the Administrative Agent may require, provided pursuant to direct access facultative reinsurance agreements in form and substance satisfactory to Administrative Agent, as such title insurance policy and reinsurance agreements may be revised and updated from time to time with the Administrative Agent's consent.

"Nashville Senior Loan" means the loan in the original principal amount of $275,000,000.00 made as of March 27, 2001 by Merrill Lynch Mortgage Lending, Inc. to OHN, secured by, among other things, a first priority deed of trust encumbering Opryland Nashville, as in effect on the date hereof.

"Net Income" means, for any period, net after tax income determined in accordance with Agreement Accounting Principles.

"Net Operating Income" means, for any period, the amount if any by which Gross Revenues for such period exceeds Operating Expenses for such period, where Gross Revenues and Operating Expenses are determined on an accrual basis, except for ground rents payable under the Florida Hotel Ground Lease which, for the purposes of this definition, will be determined on a cash basis, in accordance with Agreement Accounting Principles.

"Net Termination Value" shall mean at any time, with respect to all Rate Management Transactions for which a Net Termination Value is being determined, the excess, if positive, of (i) the aggregate of the unrealized net loss position, if any, of Parent Guarantor and/or its Subsidiaries under each of such Rate Management Transactions on a marked-to-market basis determined no more than one month

prior to such time less (ii) the aggregate of the unrealized net gain position, if any, of Parent Guarantor and/or its Subsidiaries under each such Rate Management Transactions on a marked-to-market basis determined no more than one month prior to such time, with each marked-to-market determination made pursuant to clauses (i) and (ii) above in connection with a determination of "Net Termination Value" to be made on the same date.

"Non-Defaulting Lenders" means at any time all Lenders which are not then Defaulting Lenders or their Affiliates.

"Non-Material Casualty" means a casualty in connection with the Opryland Hotel Florida in respect of which (a) Borrower has developed a plan for the Restoration of the Opryland Hotel Florida, which is satisfactory to the Administrative Agent, (b) Borrower has demonstrated to the Administrative Agent's satisfaction that such Restoration shall be completed pursuant to such plan, and (c) Borrower has demonstrated to the Administrative Agent's satisfaction that the combination of insurance proceeds, equity contributions and remaining Aggregate Available Commitment, if any, less the aggregate outstanding principal amount of any Swingline Loans, will be sufficient to pay the costs of such Restoration pursuant to such plan. A casualty which initially is determined to be a Non-Material Casualty shall no longer constitute a Non-Material Casualty if the conditions set forth in clauses (a) through (c) above are no longer satisfied, due to a change in circumstances or otherwise.

"Non-Material Condemnation" means a condemnation in connection with which (a) the Administrative Agent determines that no material portion of the Opryland Hotel Florida is affected, and no portion of the Opryland Hotel Florida is affected which could reasonably be expected to have a material adverse impact on the use, operation or value of the Opryland Hotel Florida or any of its components, including any driveways, accessways, parking areas or recreation facilities, (b) Borrower has developed a plan for any necessary (in the Administrative Agent's determination) Restoration of the Opryland Hotel Florida, which is satisfactory to the Administrative Agent, (c) Borrower has demonstrated to the Administrative Agent's reasonable satisfaction that such Restoration shall be completed pursuant to such plan, and (d) Borrower has demonstrated to the Administrative Agent's satisfaction that the combination of the condemnation award, equity contributions and remaining Aggregate Available Commitment, if any, less the aggregate outstanding principal amount of any Swingline Loans, will be sufficient to pay the costs of such Restoration pursuant to such plan. A condemnation which initially is determined to be a Non-Material Condemnation shall no longer constitute a Non-Material Condemnation if the conditions set forth in clauses (a) through (d) above are no longer satisfied, due to a change in circumstances or otherwise.

"Non-U.S. Lender" is defined in Section 3.5(iv).

"Note" means either a Renewal Promissory Note in the form of Exhibit A-1 or a Swingline Note in the form of Exhibit A-2 issued pursuant to Section 2.13.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans and on Unpaid Drawings, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of Borrower and Parent Guarantor to the Lenders or to any Lender, the Administrative Agent or any indemnified party arising under the Loan Documents. The term "Obligations" includes all interest, charges, expenses, fees, Protective Advances, attorneys' fees and disbursements, the Letter of Credit Collateral Amount and any other sum

chargeable to Borrower and Parent Guarantor or any Subsidiary Guarantor under this Agreement or any other Loan Document.

"Off-Balance Sheet Liability" of a Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any liability under any Sale and Leaseback Transaction which is not a Capitalized Lease, (c) any liability under any so-called "synthetic lease" transaction entered into by such Person, or (d) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheets of such Person.

"Official Records" means the official records of Osceola County, Florida.

"OHN" means Opryland Hotel Nashville, LLC, a Delaware limited liability company.

"OHTLP" means Opryland Hotel - Texas Limited Partnership, a Delaware limited partnership.

"Omnibus Amendment" is defined in the definition of "Florida Hotel Ground Lease".

"Operating and Capital Budget" is defined in Section 6.1(iv).

"Operating Expenses" means, for any period, the actual costs and expenses of owning, operating, managing, repairing and maintaining the Opryland Hotel Florida during such period incurred by Borrower, including ground rents payable for such period under the Florida Ground Leases and actual real estate taxes; provided that in no event shall Operating Expenses include (a) interest and/or principal due on the Loans, or other Indebtedness, (b) distributions or other payments to Borrower, or any partners, members or Affiliates of Borrower, (c) income taxes, (d) depreciation and amortization, (e) deposits into the FF&E Reserve Account, (f) Management Fees, (g) extraordinary items and (h) non-cash items (except to the extent that they give rise to a liability that would be required to be reflected on the consolidated balance sheet of Parent Guarantor, or to the extent that a cash payment will be required to be made in respect thereof in a future period), including the non-cash portion of ground rents expense.

"Opryland Hotel Florida" means Borrower's ground lease and other interests in Real Property more particularly described on Exhibit C and the Improvements constructed thereon, consisting of a first-class hotel and convention center known as the "Gaylord Palms", comprised of an approximately 1,400 room full service hotel, 380,000 square feet of meeting space, a 178,000 square foot exhibition hall, three full service restaurants, a spa and fitness facility and related facilities, together with all Property of Borrower now or hereafter constructed or located thereon or used in connection therewith.

"Opryland Nashville" means the property known as the Opryland Hotel Nashville, consisting of approximately 2,883 hotel rooms and 600,000 square feet of meeting and exhibition space in Nashville, Tennessee.

"Ordinary Course Claim" is defined in Section 6.1(ix)(a).

"Organizational Documents" means, with respect to any corporation, limited liability company, or partnership (a) the articles/certificate of incorporation (or the equivalent organizational documents) of such corporation or limited liability company, (b) the partnership agreement executed by the partners in the partnership, (c) the by-laws (or the equivalent governing documents) of the corporation, limited liability company or partnership and (d) any document setting forth the designation, amount and/or relative rights, limitations and preferences of any class or series of such corporation's capital stock or such limited liability company's or partnership's equity or ownership interests.

"Other Taxes" is defined in Section 3.5(ii).

"Outstanding Credit Exposure" means, as to any Lender at any time, the sum of (i) the aggregate principal amount of its Loans outstanding at such time, plus (ii) its Pro Rata Share of the principal amount of any Swingline Loans outstanding at such time, plus (iii) its Pro Rata Share of Letter of Credit Outstandings.

"Parent Guarantor" means Gaylord Entertainment Company, a Delaware corporation.

"Participants" is defined in Section 12.2.1.

"Permits" means any permit, consent, approval, authorization license, variance, or permission with respect to the Opryland Hotel Florida required from any Person, including any Governmental Approvals.

"Permitted Debt" is defined in Section 6.14.

"Permitted Existing Liens" means the Liens identified as such on Exhibit B.

"Permitted FF&E Expenditures" means expenditures made by Borrower from time to time after the Effective Date, for normal maintenance capital expenditures or capital improvements in connection with the Opryland Hotel Florida, including furniture, fixtures and equipment, provided that all such expenditures are substantially consistent with Borrower's Approved FF&E Budget, as the same may be adjusted from time to time, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to reallocate cost savings among line items therein.

"Permitted Refinancing" means a refinancing of the Nashville Senior Loan (i) that is in an amount, net of applicable closing costs and financing fees, at least sufficient to refinance the entire outstanding principal balance of the Nashville Senior Loan at the time of such refinancing, (ii) that results in no greater recourse to Parent Guarantor, OHN or any of their Affiliates than exists under the existing Nashville Senior Loan and (iii) that has a maturity date at least 6 months after the Maturity Date of the Loans.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"PIP" is defined in the definition of "Incentive Agreements."

"Pledge" is defined in Section 12.3.2.

"Post-Closing Documents" is defined in Section 6.43.

"Post-Closing Requirements" is defined in Section 6.43.

"Prime Lending Rate" means a rate per annum equal to the prime lending rate announced from time to time by the New York office of the Administrative Agent (in its individual capacity) or, if such office ceases to announce such rate, such other United States office of the Administrative Agent or an Affiliate selected by it from time to time, such per annum rate changing when and as said prime rate changes. The Prime Lending Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Prime Lending Rate.

"Property" of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

"Property Award Event" is defined in Section 6.27.

"Property Awards" means all compensation, awards, damages, refunds, claims, rights of action and proceeds (including cash, equivalents readily convertible into cash, and such proceeds of any notes received in lieu of cash) payable under policies of property damage, boiler and machinery, rental loss, rental value and business interruption insurance or with respect to any condemnation or eminent domain claim or award relating to the Project or any portion thereof.

"Property Manager" means, any property manager and its successors and permitted assigns under any Management Agreement for the Opryland Hotel Florida, as approved by the Administrative Agent.

"Pro Rata Share" means, with respect to a Lender, a fraction the numerator of which is such Lender's Revolving Loan Commitment and the denominator of which is the aggregate Revolving Loan Commitment of all Lenders.

"Protective Advances" is defined in Section 9.19.

"Quarterly Payment Date" means the last Business Day of each January, April, July and October occurring after the Effective Date.

"Rate Management Obligations" of a Person means any and all obligations of such Person, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Rate Management Transactions (other than the SAILS Forward Exchange Contracts), and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions.

"Rate Management Transaction" means, with respect to any Person, any transaction (including an agreement with respect thereto) now existing or hereafter entered into between

such Person and any counterparty which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

"Real Property" means the present and future right, title and interest (including any leasehold estate) in (a) any plots, pieces or parcels of land, (b) any Improvements of every nature whatsoever (the rights and interests described in clauses (a) and (b) above being, for the purpose of this definition, the "Premises"), (c) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining such land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, (d) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in, on or benefiting the Premises and (e) all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in clauses (c) and (d) above.

"Redirection Notice" is defined in Section 12.3.2.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

"Regulation T" means Regulation T of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

"Release" means any release, spill, emission, leaking, pumping, pouring, dumping, injection, deposit, disposal, abandonment, or discarding of barrels, containers or other receptacles, discharge, emptying, escape, dispersal, leaching or migration into the indoor or outdoor environment or into or out of any Property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or Property.

"Remedial Action" means any remedial actions as may be prudent or required from time to time to comply with Environmental Laws.

"Required FF&E Percentage" means, with respect to the Gross Revenues generated from the Opryland Hotel Florida, the following percentage for each calendar year:

Calendar Year	Designated Percentage
January 1, 2003 - December 31, 2003	2.0%
January 1, 2004 - December 31, 2004, and thereafter	3.0%

"Requirements of Law" means, as to any Person the charter and by-laws or other organizational or governing documents of such Person, and as to any Person or Property, any law, rule, code or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or Property or to which such Person or Property is subject, including the Securities Act, the Securities Exchange Act, Regulations T, U and X, ERISA, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, Americans with Disabilities Act of 1990, any certificate of occupancy, zoning or land use ordinance, building, environmental or land use requirement, code or Permit.

"Reserve Account Bank" is defined in the definition of "Account Control Agreement."

"Reserve Adjusted LIBO Rate" means, with respect to any LIBO Rate Loan, the rate per annum (rounded upward, if necessary, to the next higher 1/100 of one percent) calculated as of the first day of such Interest Period in accordance with the following formula:

$$\text{Reserve Adjusted LIBO Rate} = \frac{LR}{1-LRP}$$

where
LR = LIBO Rate
LRP = LIBO Reserve Percentage

"Restoration" is defined in Section 6.27(b).

"Restoration Account" is defined in Section 6.27(c).

"Revolving Loan Commitment" means, for each Lender, the obligation of such Lender to make Revolving Loans to Borrower in an aggregate amount not exceeding the amount set forth for such Lender in Schedule 1 or as set forth in any instrument of assignment relating to any assignment that has become effective pursuant to Section 12.3.2, as such amount may be (x) reduced from time to time pursuant to Section 2.21 or any other applicable terms of this Agreement or (z) increased from time to time pursuant to Section 2.19 hereof.

"Revolving Loans" is defined in Section 2.1(a).

"Revolving Loans Advance" means a borrowing hereunder (a) advanced by the Lenders on the same Borrowing Date, or (b) converted or continued by the Lenders on the same date of conversion or continuation, consisting, in either case, of the aggregate amount of the several

Revolving Loans of the same Type and, in the case of LIBO Rate Loans, for the same Interest Period.

"Revolving Note" means any promissory note in the form of Exhibit A-1 issued pursuant to Section 2.13.

"RZT" means ResortQuest International, Inc.., a Delaware corporation.

"RZT Notes" means The 9.06% Guaranteed Senior Secured Notes in the aggregate principal amount of $50,000,000.00 due June 16, 2004, issued under that certain Note Purchase and Guarantee Agreement dated June 1, 1999, by and among ResortQuest International, Inc., the guarantors party thereto, and each of the note purchasers set forth and described herein, as amended, modified, restated or supplemented to the date hereof.

"RZT Subsidiaries" means RZT and each of its domestic Subsidiaries.

"SAILS Forward Exchange Contracts" means, collectively, the SAILS Mandatorily Exchangeable Securities Contract dated May 22, 2000, among Parent Guarantor, OLH, G.P., Credit Suisse First Boston International and Credit Suisse First Boston Corporation, as Agent, together with the SAILS Pledge Agreement dated as of May 22, 2000, among Parent Guarantor, Credit Suisse First Boston International and Credit Suisse First Boston Corporation, as Agent, as amended by letter dated October 6, 2000 by Credit Suisse First Boston International and Credit Suisse First Boston Corporation to OLH, G.P. and Merrill Lynch Mortgage Capital, Inc.

"S&P" means Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.

"Sale and Leaseback Transaction" means any sale or other transfer of Property by any Person with the intent to lease such Property as lessee.

"Schedule" refers to a specific schedule to this Agreement, unless another document is specifically referenced.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Counterparties" means Lenders and any Affiliates of any of them, which in either case are parties to any Secured Rate Management Transactions entered into by Borrower, Parent Guarantor and/or any Subsidiary.

"Secured Obligations" means, collectively, (a) the Obligations and (b) the Secured Rate Management Obligations.

"Secured Rate Management Obligations" means Rate Management Obligations from time to time payable by Borrower, Parent Guarantor and/or any Subsidiary to one or more Secured Counterparties under a Secured Rate Management Transaction.

"Secured Rate Management Transaction" means a Rate Management Transaction between Borrower, Parent Guarantor and/or any Subsidiary and one or more of the Secured Counterparties (but not any other Rate Management Transaction to which Borrower, Parent Guarantor and/or any Subsidiary is or may hereafter be a party), which Rate Management Transaction is (x) entered into in order to manage interest rate risk on Permitted Indebtedness (other than Rate Management Obligations), (y) requested by Borrower to be considered a Secured Rate Management Transaction and (z) approved by the Administrative Agent, in its reasonable discretion, as a "Secured Rate Management Transaction" for the purposes of this Agreement. Any Rate Management Transaction that does not satisfy all of the requirements of clauses (x), (y) and (z) of the preceding sentence shall not be a "Secured Rate Management Transaction" for purposes of this Agreement and shall not be secured by the Collateral.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

"Securities Issuance" means the sale of (a) any shares, interests, rights to purchase, warrants, options, participations or other equivalents or interests in equity of any Person or (b) any notes, bonds, debentures or similar instruments issued by any Person.

"Senior Notes" means the 8% unsecured Senior Notes of Parent Guarantor in the aggregate principal amount of $350,000,000.00, maturing November 15, 2013, issued pursuant to Indenture (the "Senior Notes Indenture") dated as of November 12, 2003.

"Senior Notes Guaranty" means each of the Note Guarantees, as defined in the Senior Notes Indenture.

"Seven Year U.S. Treasury Rate" means, as of any date of determination, the yield, calculated by linear interpolation (rounded to the nearest one-thousandth of one percent (i.e., 0.001%) of the yield of noncallable United States Treasury obligations with terms (one longer and one shorter) most nearly approximating the period from such date of determination to the seventh anniversary thereof, as determined by Lender on the basis of Federal Reserve Statistical Release H.15-Selected Interest Rates, under the heading U.S. Governmental Security/Treasury Constant Maturities, or such other recognized source of financial market information as shall be selected by Administrative Agent.

"Standby Letter of Credit" shall have the meaning provided in Section 2.20(a).

"Stated Amount" of each Letter of Credit means, at any time, the maximum amount available to be drawn thereunder (in each case determined without regard to whether any conditions to drawing could then be met, but after giving effect to all previous drawings made thereunder).

"Stop Issue Notice" shall have the meaning provided in Section 2.20.2(b).

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

"Subsidiary Guarantor" means each of the Persons listed on Schedule 3, together with each direct and indirect wholly-owned domestic Subsidiary of Parent Guarantor formed or acquired after the date hereof, collectively referred to as the "Subsidiary Guarantors".

"Substantial Completion" means that the Texas Project is substantially complete and open for business to the general public and accepting paying guests on a regular daily and nightly basis.

"Survey" means a plat of survey showing the outline of the applicable Real Property (a) prepared in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA, ACSM and NSPS in 1999, and pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of the plat or survey, bearing a proper certificate by the surveyor certifying such optional items as are acceptable to the Administrative Agent from Table A, Optional Survey Responsibilities and Specifications, of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, which certificate shall include the legal description of the Real Property and shall be made in favor of the Administrative Agent, the Title Insurer, Borrower and such other parties as the Administrative Agent may direct, (b) showing or stating (i) the square footage of the land; (ii) any encroachments by any Improvements located on adjoining property onto such Real Property or of any Improvements comprising a portion of such Real Property onto adjoining property; (iii) that such Improvements are not located in a 100-year flood plain or special flood hazard area (or indicating any applicable flood zone); and (iv) such additional information as may be required by the Administrative Agent or the Title Insurer and (c) if any water, gas, electrical, storm or sanitary sewerage or other utility facilities serving any of such Real Property are located or are to be located in land beyond such Real Property, other than land or easements which have been dedicated to the public or to the utility which is to furnish the service, accompanied by evidence satisfactory to the Administrative Agent of the existence of permanent easement rights therefor benefiting such Real Property, in form and substance reasonably satisfactory to the Administrative Agent, which easement rights shall be covered by the Lien of the Mortgage and which Lien shall be insured under the Mortgage Title Insurance Policy.

"Swingline Expiry Date" means the date which is five (5) Business Days prior to the Maturity Date.

"Swingline Lender" means Deutsche Bank Trust Company Americas, in its individual capacity.

"Swingline Loan" is defined in Section 2.1(c).

"Swingline Loan Advance" means a Floating Rate Advance hereunder made by the Swingline Lender on a Borrowing Date, consisting of a Swingline Loan.

"Swingline Loan Notice" is defined in Section 2.8(b).

"Swingline Note" means any promissory note in the form of Exhibit A-2 issued pursuant to Section 2.13.

"Syndication Date" means the earlier to occur of (a) the date that is 90 days after the Effective Date and (b) the date upon which the Administrative Agent and Joint Book Running Managers determine in their sole discretion (and notify Borrower) that the primary syndication with respect to the Revolving Loan Commitment and Loans contemplated hereby (and the resultant addition of Persons as Lenders pursuant to Article XII) has been completed.

"Taxes" means any and all present or future taxes, duties, levies, imposts, deductions, charges or withholdings, and any and all liabilities with respect to the foregoing, but excluding Excluded Taxes and Other Taxes.

"Texas Project" means the first-class hotel and convention center being constructed in Grapevine, Texas, known as the "Gaylord Opryland Resort & Convention Center Texas," comprised of an approximately 1,500 room full service hotel and 400,000 square feet of meeting and exhibition space.

"Title Insurer" means, with respect to the Florida Mortgage Title Insurance Policy, Fidelity National Title Insurance Company of New York.

"Trade Letter of Credit" shall have the meaning provided in Section 2.20(a).

"Transfer" means any sale, conveyance, transfer, disposition, alienation, hypothecation, lease, assignment, pledge, mortgage, encumbrance or divestiture, whether direct or indirect, voluntary or involuntary.

"Transferee" is defined in Section 12.4.

"Type" means, with respect to any Advance, its nature as a Floating Rate Advance or a LIBO Rate Advance.

"Unanimous Lenders" means all Non-Defaulting Lenders in the aggregate having one hundred percent (100%) of the Aggregate Outstanding Credit Exposure and Aggregate Available Commitment held by all the Non-Defaulting Lenders.

"Uniform Commercial Code" means the Uniform Commercial Code as enacted in the State of New York, as it may be amended from time to time.

"Unmatured Default" means an event which but for the lapse of any time period or the giving of any notice, or both, would constitute a Default.

"Unmatured Monetary Default" means, as of any date, any nonpayment of principal of or interest on any Loan, any commitment fee or any other Obligation payable to the Administrative Agent or any of the Lenders under any of the Loan Documents due on or before such date, which nonpayment has not become a Default as of such date.

"Unpaid Drawing" shall have the meaning provided for in Section 2.20.4(a).

"Unrestricted Cash On Hand" means, as of any date of determination, the sum of the aggregate amount of unrestricted cash held by Borrower and Parent Guarantor as shown on their balance sheets on such date.

"Xentury City" means Xentury City Development Company, L.C., a Florida limited liability company.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

AMOUNT AND TERMS OF CREDIT

2.1 The Commitments. (a) Subject to and upon the terms and conditions set forth herein, each Lender severally agrees to make, at any time and from time to time after the Effective Date and prior to the Maturity Date, a loan or loans (each, a "Revolving Loan" and collectively, the "Revolving Loans") to Borrower, which Revolving Loans (i) shall be denominated in Dollars, (ii) except as hereinafter provided, shall, at the option of Borrower, be incurred and maintained as, and/or converted into, Floating Rate Loans or LIBO Rate Loans, provided that all Revolving Loans comprising the same Advance shall at all times be of the same Type, (iii) may be repaid and reborrowed in accordance with the provisions hereof, and (iv) shall not exceed, in aggregate principal amount outstanding at any time for any such Lender, such Lender's Revolving Loan Commitment.

(b) Subject to and upon the terms and conditions set forth herein, the Swingline Lender agrees to make, from time to time after the Effective Date and prior to the Swingline Expiry Date, a loan or loans (each, a "Swingline Loan" and, collectively, the "Swingline Loans") to Borrower, which Swingline Loans (i) shall be denominated in Dollars, (ii) shall be made and maintained as Floating Rate Loans, (iii) may be repaid and reborrowed in accordance with the provisions hereof, provided that a Swingline Loan may not be used to repay another Swingline Loan, (iv) shall not be made (or be required to be made) on any date if, after giving effect thereto, the Aggregate Outstanding Credit Exposure would exceed the aggregate Revolving Loan Commitment then in effect and (v) shall not exceed, in aggregate principal amount at any time outstanding, the Maximum Swingline Amount. The Swingline Lender shall not be obligated to make any Swingline Loans at a time when a Lender Default exists unless the Swingline Lender has entered into arrangements satisfactory to it to eliminate the Swingline Lender's risk with respect to the Defaulting Lender's or Lenders' participation in such Swingline Loans, which arrangements may include the cash collateralization of such Defaulting Lender's or

Lenders' Available Commitment. Notwithstanding anything to the contrary contained in this Section 2.1(b), the Swingline Lender shall not make any Swingline Loan if it has actual notice that a Default exists and is continuing until such time as the Swingline Lender shall have received written notice (i) of the waiver of such Default by the Majority Lenders or Unanimous Lenders, as applicable, or (ii) that the Administrative Agent in good faith believes such Default has ceased to exist.

(c)In the event that (i) Borrower does not repay any outstanding principal balance of any Swingline Loan by 2:00 p.m. New York time on the Business Day immediately following the fifth (5th) Business Day after such Swingline Loan was made or (ii) any Swingline Loans are outstanding on the Swingline Expiry Date, or upon the occurrence of a Default under Section 7.6 or Section 7.7, or upon the exercise of any remedies pursuant to Article VIII, the Swingline Lender shall by 2:00 p.m. New York time on the immediately succeeding Business Day give notice to the Lenders that its outstanding Swingline Loans shall be funded with a Revolving Loans Advance. In each such case, a Revolving Loans Advance (each such Advance, a "Mandatory Advance") shall be made on the immediately succeeding Business Day by all Lenders pro rata based on each Lender's Revolving Loan Commitment (determined on such date, but before giving effect to any termination of the Revolving Loan Commitments pursuant to Article VIII) and the proceeds thereof shall be paid directly to the Swingline Lender to repay the Swingline Lender for such outstanding Swingline Loans. Each Lender hereby irrevocably agrees to make Revolving Loans upon one (1) Business Day's notice pursuant to each Mandatory Advance in the amount and in the manner specified in the preceding sentence and on the date specified in writing by the Swingline Lender notwithstanding (i) that the amount of any Mandatory Advance may not comply with the minimum amount otherwise required hereunder in respect of a Revolving Loans Advance, (ii) whether a Default then exists (other than a Default by reason of which the applicable Swingline Loan was made in violation of the last sentence of Section 2.1(b) hereof), (iii) whether any applicable conditions precedent to an Advance hereunder have been satisfied and (iv) provided that the applicable Swingline Loan was not made in violation of clause (iv) or clause (v) of the first sentence of Section 2.1(b) hereof, the amount of its Available Commitment at such time. If any Mandatory Advance cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the commencement of a proceeding under the Bankruptcy Code with respect to Borrower), then each Lender hereby agrees that it shall forthwith purchase (as of the date the Mandatory Advance would otherwise have occurred, but adjusted for any payments received from Borrower on or after such date and prior to such purchase) from the Swingline Lender such participations in the outstanding Swingline Loans as shall be necessary to cause such Lenders to share in such Swingline Loans ratably based upon their respective Pro Rata Share (determined before giving effect to any termination of the Revolving Loan Commitments pursuant to Article VIII), provided that (x) all interest payable on the Swingline Loans shall be for the account of the Swingline Lender until the date as of which the respective participation is required to be purchased and, to the extent attributable to the purchased participation, shall be for the account of the participant from and after such date and (y) at the time any purchase of participations pursuant to this sentence is actually made, the purchasing Lenders shall be required to pay the Swingline Lender interest on the principal amount of the participation purchased for each day from and including the day upon which the respective participation would otherwise have occurred to but excluding the date of payment for such participation, at the overnight Federal

Funds Effective Rate for the first day and at the rate otherwise applicable to Revolving Loans maintained as Floating Rate Loans hereunder for each day thereafter.

2.2 Payment on Maturity Date.

The aggregate amount of all Revolving Loans and all other unpaid Obligations shall be paid in full by Borrower on the Maturity Date or on any earlier date on which the Obligations become due and payable pursuant to the terms hereof.

2.3 Ratable Loans. Each Advance hereunder shall consist of Loans made from the several Lenders ratably according to their respective Pro Rata Shares.

2.4 Types of Advances. The Advances may be Floating Rate Advances or LIBO Rate Advances (except for Swingline Loan Advances, which at all times shall be Floating Rate Advances), or a combination thereof, selected by Borrower in accordance with Sections 2.8 and 2.9.

2.5 Commitment and Administrative Agency Fees.

(a) Parent Guarantor agrees to pay to the Administrative Agent for the account of each Lender, according to its Pro Rata Share, an undrawn fee of 0.50% per annum on the average daily undrawn Aggregate Available Commitment, from the Effective Date until the date on which all obligations of the Lenders to make Advances hereunder are terminated, due and payable in arrears on the last day of each calendar quarter following the Effective Date. All accrued undrawn fees shall be due and payable on the effective date of any termination of the obligations of the Lenders to make Advances hereunder.

(b) Parent Guarantor agrees to pay when due to the Administrative Agent the fees (herein referred to as the "Agency Fee") set forth in that certain letter agreement dated October 28, 2003, between Administrative Agent and Parent Guarantor.

2.6 Minimum Amount of Each Revolving Loan Advance and Each Swingline Loan Advance; Disbursement Provisions.

(a) With respect to the Revolving Loans, each LIBO Rate Advance shall be in the minimum amount of $1,000,000, and each Floating Rate Advance shall be in the minimum amount of $1,000,000. No more than eight (8) LIBO Rate Advances may be outstanding at any time. Revolving Loan disbursements shall be made subject to the provisions of Section 2.8 hereof.

(b) With respect to the Swingline Loans, each Advance shall be in the minimum amount of $200,000.00.

(c) The Lenders shall not be obligated to:

(i) make any Loans or issue any Letter of Credit hereunder unless and until all applicable conditions precedent set forth in Article IV shall have been satisfied; or

(ii) make any Loans or issue any Letter of Credit if (A) except for a Non-Material Casualty or a Non-Material Condemnation, the Improvements are demolished or are in the Administrative Agent's reasonable determination substantially destroyed or condemnation or eminent domain proceedings are commenced or threatened against the Opryland Hotel Florida, (B) a change in the status of title to or encroachment on or off the Opryland Hotel Florida (other than Customary Permitted Liens) exists or has occurred subsequent to the Initial Funding Date without the Administrative Agent's prior written consent, (C) subject to Section 6.19(b) hereof, any event has occurred which has given or is likely to give rise to a Lien claim of equal or superior rank to the Liens in favor of or benefiting the Administrative Agent and the Lenders intended to be created by the Loan Documents, or which calls into question the validity or priority of such Liens, or (D) any litigation or proceeding is commenced to alter in any adverse way the zoning or land use classification of the Opryland Hotel Florida or any portion thereof, to prohibit the operation of the Opryland Hotel Florida or any portion thereof, or to enjoin or prohibit Borrower, Parent Guarantor, the Administrative Agent or the Lenders from performing their respective obligations under this Agreement.

2.7 Optional Principal Payments. Borrower may from time to time pay, without penalty or premium, all outstanding Revolving Loan or Swingline Loan Floating Rate Advances in full. At any time in the case of payments with respect to Revolving Loans or Swingline Loans, Borrower may, from time to time, pay any portion of the outstanding Floating Rate Advances, in a minimum aggregate amount of $1,000,000 (or in the case of Swingline Loans, $200,000) or any integral multiple of $100,000 in excess thereof, upon two Business Days' prior notice (or in the case of Swingline Loans, upon notice given prior to 12:00 Noon, New York time, on the date of payment) to the Administrative Agent. Borrower may from time to time pay, subject to the payment of any funding indemnification amounts required by Section 3.4 but without penalty or premium, all outstanding Revolving Loan LIBO Rate Advances in full. At any time in the case of payments with respect to Revolving Loans, Borrower may from time to time pay, subject to the payment of any funding indemnification amounts required by Section 3.4 but without penalty or premium, any portion of the outstanding LIBO Rate Advances, in a minimum aggregate amount of $1,000,000 or any integral multiple of $100,000 in excess thereof, upon three Business Days' prior notice to the Administrative Agent.

2.8 Method of Selecting Types and Interest Periods for Advances; Borrowing Notice. (a) Borrower shall select the Type of each Advance (except for any Swingline Loan Advance which at all times shall be a Floating Rate Advance) and, in the case of each LIBO Rate Advance, the Interest Period applicable thereto from time to time, provided that the Interest Period with respect to any Revolving Loan Advance made prior to the Syndication Date shall be one month, and Interest Periods with respect to all Advances made prior to the Syndication Date shall begin and end on the same days and (c) no Interest Period may be selected prior to the Syndication Date if the Administration Agent has notified Borrower that the selection of such Interest Period would interfere with the closing of the primary syndication of the Revolving Loan Commitments and the Loans. Borrower shall give the Administrative Agent irrevocable notice

(a"Borrowing Notice") not later than 1:00 p.m. (Eastern time) at least one Business Day before the Borrowing Date of each Floating Rate Advance (except for any Swingline Loan Advance) and three Business Days before the Borrowing Date for each LIBO Rate Advance, specifying:

(i)the Borrowing Date, which shall be a Business Day, of such Advance,

(ii the aggregate amount of such Advance,

(iii the Type of Advance selected, and

(iv) in the case of each LIBO Rate Advance, the Interest Period applicable thereto,

and containing a certification by an Authorized Officer that all conditions precedent specified in Article IV are satisfied on the specified Borrowing Date. Not later than 5:00 p.m. (New York time) on the Business Day on which the Administrative Agent receives a Borrowing Notice, the Administrative Agent shall notify each Lender of the aggregate amount of the Advance and the amount of such Lender's Loan to be advanced on the Borrowing Date, the type of Advance and, in the case of each LIBO Rate Advance, the Interest Period applicable thereto. Not later than 12:00 Noon (New York time) on each Borrowing Date, each Lender shall make available its Loan or Loans in immediately available funds to the Administrative Agent at its address specified pursuant to Article XIII. The Administrative Agent will make the funds so received from the Lenders available to Borrower at the Administrative Agent's aforesaid address.

(b) (i) Whenever Borrower desires to borrow a Swingline Loan hereunder, it shall give the Swingline Lender not later than 11:00 a.m. (New York time) on the date (or, in the case of any Swingline Loan to be incurred on the last Business Day of a Fiscal Quarter, at least one Business Day prior to the date) that a Swingline Loan is to be incurred, written notice or telephonic notice promptly confirmed in writing (each such written or telephonic notice, a "Swingline Loan Notice") of each Swingline Loan to be incurred hereunder. Each such notice shall be irrevocable and specify in each case (A) the date of the Swingline Loan Advance (which shall be a Business Day) and (B) the aggregate principal amount of the Swingline Loan to be made pursuant to such Advance.

(ii) Mandatory Advances shall be made upon the notice specified in Section 2.1(c), Borrower hereby irrevocably agreeing, by their borrowing of any Swingline Loan, to the making of Mandatory Advances in respect thereof as set forth in Section 2.1(c).

(iii) No later than 4:00 p.m. (New York time) on the date specified pursuant to Section 2.8(b)(i) above, the Swingline Lender shall make available the applicable Swingline Loan in immediately available funds to the Administrative Agent at its address specified pursuant to Article XIII and the Administrative Agent will make the funds so received from the Swingline Lender available to Borrower at the Administrative Agent's aforesaid address.

(c) Prior to the issuance of each Letter of Credit, the Administrative Agent (if not the Issuing Bank therefor) and the respective Issuing Bank shall have received a Letter of Credit Request meeting the requirements of Section 2.20.2.

2.9 Conversion and Continuation of Outstanding Advances. Floating Rate Advances shall continue as Floating Rate Advances unless and until such Floating Rate Advances are converted into LIBO Rate Advances pursuant to this Section 2.9 (other than Swingline Loans, which at all times shall be maintained as Floating Rate Advances) or are repaid in accordance with Sections 2.2 or 2.7. Each LIBO Rate Advance shall continue as a LIBO Rate Advance until the end of the then applicable Interest Period therefor, at which time such LIBO Rate Advance shall continue as a LIBO Rate Advance for an interest period of one month unless (x) such LIBO Rate Advance is or was repaid in accordance with Sections 2.2 or 2.7, (y) Borrower shall have given the Administrative Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such LIBO Rate Advance be converted to a Floating Rate Advance or continued as a LIBO Rate Advance for an Interest Period of more than one month or (z) a Default or Unmatured Monetary Default has occurred and continues, in which event such LIBO Rate Advance shall, unless the Majority Lenders otherwise agree, be automatically converted into a Floating Rate Advance. Subject to the terms of Section 2.6, Borrower may elect from time to time to convert all or any part of a Floating Rate Advance into a LIBO Rate Advance (other than Swingline Loans, which at all times shall be maintained as Floating Rate Advances). Borrower shall give the Administrative Agent irrevocable notice (a "Conversion/Continuation Notice") of each conversion of a Floating Rate Advance into a LIBO Rate Advance or continuation of a LIBO Rate Advance not later than 11:00 a.m. (New York time) at least three Business Days prior to the date of the requested conversion or continuation, specifying:

(i) the requested date, which shall be a Business Day, of such conversion or continuation,

(ii) the aggregate amount and Type of the Advance which is to be converted or continued, and

(iii) the amount of such Advance which is to be converted into or continued as a LIBO Rate Advance and the duration of the Interest Period applicable thereto.

2.10 Interest Rate; Changes in Interest Rate; Interest Periods; etc. Each Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is converted from a LIBO Rate Advance into a Floating Rate Advance pursuant to Section 2.9, to but excluding the date it is paid or is converted into a LIBO Rate Advance pursuant to Section 2.9 hereof, at a rate per annum equal to the Floating Rate for such day. Changes in the rate of interest on that portion of any Advance maintained as a Floating Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each LIBO Rate Advance shall bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at the Applicable LIBO Rate determined by the Administrative Agent as applicable to such LIBO Rate Advance based upon Borrower's selections under Sections 2.8 and 2.9 and otherwise in accordance with the terms hereof. Unless the Majority Lenders otherwise agree, no Interest Period may be selected at any time when a Default or Unmatured Monetary Default has occurred and is continuing. No Interest Period may end after

the Maturity Date. All Loans comprising a LIBO Rate Advance in respect of any single borrowing hereunder shall at all times have the same Interest Period. The initial Interest Period for any LIBO Rate Advance shall commence on the date such Advance is made or converted into a LIBO Rate Advance, and each Interest Period thereafter in respect of such LIBO Rate Advance shall commence on the day on which the next preceding Interest Period applicable thereto expires.

2.11 Rates Applicable After Default. Notwithstanding anything to the contrary contained in Section 2.8 or 2.9, during the continuance of a Default or Unmatured Monetary Default, no Advance may be made as, converted into or continued as a LIBO Rate Advance, unless the Majority Lenders otherwise agree (notwithstanding any provision of Section 10.2 requiring unanimous consent of the Lenders to changes in interest rates). During the continuance of a Default the Majority Lenders may, at their option, by notice to Borrower (which notice may be revoked at the option of the Majority Lenders notwithstanding any provision of Section 10.2 requiring unanimous consent of the Lenders to changes in interest rates), declare that (i) each LIBO Rate Advance shall bear interest for the remainder of the applicable Interest Period at the rate otherwise applicable to such Interest Period plus 300 basis points, and (ii) each Floating Rate Advance shall bear interest at a rate per annum equal to the Floating Rate in effect from time to time plus 300 basis points, provided that, during the continuance of a Default under Section 7.6 or 7.7, the interest rates set forth in clauses (i) and (ii) above shall be applicable to all Advances without any election or action on the part of the Administrative Agent or any Lender.

2.12 Method of Payment. All payments of the Obligations hereunder shall be made, without setoff, deduction, or counterclaim, in immediately available funds to the Administrative Agent at the Administrative Agent's address specified pursuant to Article XIII, or at any other Lending Office of the Administrative Agent specified in writing by the Administrative Agent to Borrower, by 2:00 p.m. (Eastern time) on the date when due and shall be applied as follows:

(a) Subject to the provisions of Section 2.12(b) below, all payments of principal and interest in respect of outstanding Loans, all payments of fees and all other payments in respect of any other Obligations, and any other amounts received by the Administrative Agent from or for the benefit of Borrower shall be applied in the following order:

(i) to pay principal of and interest on any portion of the Loans which the Administrative Agent may (at its sole option, and without any obligation to do so) have advanced on behalf of any Lender (other than itself in its capacity as a Lender) for which the Administrative Agent has not then been reimbursed by such Lender or Borrower;

(ii) to pay principal of and interest on any Protective Advance made by the Administrative Agent (at its sole option, and without any obligation to do so) for which the Administrative Agent has not then been paid by Borrower or reimbursed by the Lenders; and

(iii) to pay all other Obligations then due and payable and otherwise in the order designated by Borrower and, unless otherwise designated by Borrower, all principal payments in respect of Loans shall be applied first, to repay outstanding Floating Rate Loans,

and then to repay outstanding LIBO Rate Loans with those LIBO Rate Loans which have earlier expiring Interest Periods being repaid prior to those which have later expiring Interest Periods.

(b) After the occurrence and during the continuance of a Default, the Administrative Agent and the Lenders may apply all payments in respect of any Obligations and all proceeds of Collateral to the Secured Obligations in such order and manner as the Administrative Agent and Lenders may elect in their sole and absolute discretion, subject, as among themselves, to Section 10.21 hereof and any intercreditor or similar agreement from time to time entered into among the Administrative Agent and the Lenders.

Each payment delivered to the Administrative Agent for the account of any Lender shall be delivered promptly by the Administrative Agent to such Lender in the same type of funds that the Administrative Agent received at its address specified pursuant to Article XIII or at any Lending Office specified in a notice received by the Administrative Agent from such Lender.

2.13 Notes; Evidence of Indebtedness.

(a) Each Lender's Revolving Loans shall be evidenced by a Revolving Note executed and delivered by Borrower on the Effective Date to such Lender in the form of Exhibit A-1. Swingline Loans shall be evidenced by a Swingline Note executed and delivered by Borrower on the Effective Date to the Swingline Lender in the form of Exhibit A-2. If a Lender assigns a part (but less than all) of its Note or Notes, Borrower shall, upon request, execute and deliver new Notes to the respective owners of the original note that aggregate the amount of the original Note or Notes, as directed jointly by the assignor and assignee, and upon delivery of the new Note or Notes, the original Note shall be endorsed to state that it has been replaced by such new Note or Notes.

(b) Each Lender is hereby authorized to maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall also maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to each Lender hereunder, and (iii) the amount of any sum received by the Administrative Agent hereunder from Borrower and each Lender's share thereof.

(d) The entries maintained in the accounts maintained pursuant to paragraphs (b) and (c) above shall be prima facie evidence, absent manifest error, of the existence and amounts of the Obligations therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of Borrower to repay the Obligations in accordance with their terms.

(e) Notwithstanding anything to the contrary contained above or elsewhere in this Agreement, Revolving Notes and Swingline Notes shall only be delivered to the Lenders

with Loans of the respective types which at any time specifically request the delivery of such Notes. No failure of any Lender to request or obtain a Note evidencing its Loans shall affect or in any manner impair the obligations of Borrower to pay the Loans (and all related Obligations) which would otherwise be evidenced thereby in accordance with the requirements of this Agreement, and shall not in any way affect the guaranties therefor provided pursuant to the various Loan Documents. At any time when any Lender requests the delivery of a Note to evidence its Loans, Borrower shall promptly execute and deliver to the respective Lender the requested Note or Notes in the appropriate amount or amounts to evidence such Loans.

2.14 Telephonic Notices. Borrower hereby authorizes the Lenders and the Administrative Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices made by any person or persons the Administrative Agent or any Lender in good faith believes to be an Authorized Officer acting on behalf of Borrower, it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically. Borrower agrees to deliver promptly to the Administrative Agent a written confirmation, if such confirmation is requested by the Administrative Agent or any Lender, of each telephonic notice, signed by an Authorized Officer. If the written confirmation differs in any material respect from the action taken by the Administrative Agent and the Lenders, the records of the Administrative Agent and the Lenders shall govern absent manifest error.

2.15 Interest Payment Dates; Interest and Fee Basis. Interest accrued on each Floating Rate Advance shall be payable on each Quarterly Payment Date, commencing with the first such date to occur after the Effective Date, on any date on which the Floating Rate Advance is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on that portion of the outstanding principal amount of any Floating Rate Advance converted into a LIBO Rate Advance on a day other than a Quarterly Payment Date shall be payable on the date of conversion. Interest accrued on each LIBO Rate Advance shall be payable on the last day of its applicable Interest Period, on any date on which the LIBO Rate Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest, commitment fees, Letter of Credit Fees and Facing Fees shall be calculated for actual days elapsed on the basis of a 360-day year. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to 2:00 p.m. (Eastern time) at the place of payment. If any payment of principal of or interest on an Advance shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment.

2.16 Notification of Advances, Interest Rates, Prepayments and Commitment Reductions. Promptly after receipt thereof, the Administrative Agent will notify each Lender of the contents of each Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. The Administrative Agent will notify each Lender of the interest rate applicable to each LIBO Rate Advance promptly upon determination of such interest rate.

2.17 Lending Offices. Each Lender may book its Loans at any Lending Office selected by such Lender, and may change its Lending Office from time to time. All terms of this Agreement shall apply to any such Lending Office and the Loans and any Notes issued hereunder shall be deemed held by each Lender for the benefit of any such Lending Office. Each Lender may, by written notice to the Administrative Agent and Borrower in accordance with Article XIII, designate replacement or additional Lending Offices through which Loans will be made by it and for whose account Loan payments are to be made.

2.18 Non-Receipt of Funds by the Administrative Agent. Unless Borrower or a Lender, as the case may be, notify the Administrative Agent prior to the date on which it is scheduled to make payment to the Administrative Agent of (a) in the case of a Lender, the proceeds of a Loan or (b) in the case of Borrower, a payment of principal, interest or fees to the Administrative Agent for the account of the Lenders, that it does not intend to make such payment, the Administrative Agent may assume that such payment has been made. The Administrative Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or Borrower, as the case may be, has not in fact made such payment to the Administrative Agent, the recipient of such payment shall, on demand by the Administrative Agent, repay to the Administrative Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Administrative Agent until the date the Administrative Agent recovers such amount at a rate per annum equal to (x) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three days and, thereafter, the interest rate applicable to the relevant Loan or (y) in the case of payment by Borrower, the interest rate applicable to the relevant Loan.

2.19 Incremental Revolving Loan Commitments

(a) So long as the Incremental Loan Commitment Requirements are satisfied at the time of the delivery of the request referred to below, Borrower shall have the right at any time and from time to time prior to May 22, 2005, but on no more than 3 occasions, and in each case upon at least 5 Business Days' prior written notice to the Administrative Agent, to request that one or more Lenders (and/or one or more other Persons which will become Lenders as provided below) provide Incremental Revolving Loan Commitments and, subject to the applicable terms and conditions contained in this Agreement, make Revolving Loans pursuant thereto; it being understood and agreed, however, that (i) no Lender shall be obligated to provide an Incremental Revolving Loan Commitment as a result of any such request by Borrower, (ii)

until such time, if any, as (x) such Lender has agreed in its sole discretion to provide an Incremental Revolving Loan Commitment and executed and delivered to the Administrative Agent an Incremental Revolving Loan Commitment Agreement in respect thereof as provided in clause (b) of this Section 2.19 and (y) the other conditions set forth in Section 2.19(b) shall have been satisfied, such Lender shall not be obligated to fund any Revolving Loans in excess of its Revolving Loan Commitment as in effect prior to giving effect to such Incremental Revolving Loan Commitment provided pursuant to this Section 2.19, (iii) any Lender (or, in the circumstances contemplated by clause (vi) below, any other Person which will qualify as an Eligible Assignee) may so provide an Incremental Revolving Loan Commitment without the consent of any other Lender, (iv) each provision of Incremental Revolving Loan Commitments on a given date pursuant to this Section 2.19 shall be in a minimum aggregate amount (for all Lenders (including, in the circumstances contemplated by clause (vi) below, Eligible Assignees who will become Lenders)) of at least $5,000,000.00 and in integral multiples of $1,000,000.00 in excess thereof, (v) the aggregate amount of all Incremental Revolving Loan Commitments permitted to be provided pursuant to this Section 2.19, shall not exceed $35,000,000.00, (vi) if after Borrower has requested the then existing Lenders (other than Defaulting Lenders) to provide Incremental Revolving Loan Commitments pursuant to this Section 2.19, Borrower has not received Incremental Revolving Loan Commitments in an aggregate amount equal to that amount of the Incremental Revolving Loan Commitments which Borrower desires to obtain pursuant to such request (as set forth in the notice provided by Borrower as provided below), then Borrower may request Incremental Revolving Loan Commitments from Persons reasonably acceptable to the Administrative Agent and each Issuing Bank which would qualify as Eligible Assignees hereunder in an aggregate amount up to such deficiency, on terms which are no more favorable to such Eligible Assignee in any respect than the terms offered to the Lenders, provided that any such Incremental Revolving Loan Commitments provided by any such Eligible Assignee which is not already a Lender shall be in a minimum amount (for such Eligible Assignee) of at least $5,000,000.00, and (vii) all actions taken by Borrower pursuant to this Section 2.19 shall be done in coordination with the Administrative Agent.

(b) In connection with the Incremental Revolving Loan Commitments to be provided pursuant to this Section 2.19, (i) Borrower, the Administrative Agent and each such Lender or other Eligible Assignee (each, an "Incremental Lender") which agrees to provide an Incremental Revolving Loan Commitment shall execute and deliver to the Administrative Agent an Incremental Revolving Loan Commitment Agreement substantially in the form of Exhibit F (appropriately completed), with the effectiveness of such Incremental Lender's Incremental Revolving Loan Commitment to occur upon delivery of such Incremental Revolving Loan Commitment Agreement to the Administrative Agent, the payment of any fees required in connection therewith (including, without limitation, any agreed upon up-front or arrangement fees owing to the Administrative Agent) and the satisfaction of the other conditions in this Section 2.19(b) to the reasonable satisfaction of the Administrative Agent, (ii) the Incremental Loan Commitment Requirements and any other conditions precedent agreed to by Borrower that may be set forth in the respective Incremental Revolving Loan Commitment Agreement shall have been satisfied, and (iii) Borrower shall deliver to the Administrative Agent an opinion or opinions, in form and substance reasonably satisfactory to the Administrative Agent, from counsel to Borrower, Parent Guarantor and the Subsidiary Guarantors reasonably satisfactory to the Administrative Agent and dated such date, covering such of the matters set forth in the opinions of counsel delivered to the Administrative Agent on the Initial Funding Date and such

other matters as the Administrative Agent may reasonably request. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Revolving Loan Commitment Agreement, and at such time (i) the Revolving Loan Commitment under, and for all purposes of, this Agreement shall be increased by the aggregate amount of such Incremental Revolving Loan Commitments, (ii) Schedule 1 shall be deemed modified to reflect the revised Revolving Loan Commitments of the affected Lenders and (iii) to the extent requested by any Incremental Lender, Revolving Notes will be issued at the Borrower's expense, to such Incremental Lender, to be in conformity with the requirements of Section 2.13 (with appropriate modification) to the extent needed to reflect the new Incremental Revolving Loans made by such Incremental Lender.

(c) The aggregate principal balance of Revolving Loans outstanding immediately prior to any increase in Revolving Loan Commitment pursuant to the preceding subparagraph (b) shall be reallocated among the Lenders such that from and after any such increase in Revolving Loan Commitment, the outstanding principal balance of Revolving Loans due and payable to each Lender shall be equal to such Lender's Pro Rata Share of the Aggregate Outstanding Credit Exposure with respect to Revolving Loans. Those Lenders whose Revolving Loan Commitment has increased as shown on Schedule 1 (as deemed modified pursuant to the preceding subparagraph (b)) shall advance the funds necessary to effect the increase in their respective Pro Rata Shares to the Administrative Agent and the funds so advanced shall be immediately thereafter distributed among the Lenders whose Pro Rata Shares have decreased as necessary to accomplish the required reallocation of outstanding Revolving Loans. The funds so advanced shall be Floating Rate Advances until converted to LIBO Rate Advances. To the extent such reallocation results in certain Lenders receiving funds which are applied to LIBO Rate Advances prior to the last day of the applicable Interest Period, Borrower shall pay to the Administrative Agent for the account of the affected Lenders any amounts payable with respect thereto pursuant to Section 3.4 of this Agreement.

(d) Borrower shall pay to the Administrative Agent for distribution to each Incremental Lender such fees and other amounts, if any, as are specified in the relevant Incremental Revolving Loan Commitment Agreement, with the fees and other amounts, if any, to be payable on the respective Incremental Revolving Loan Commitment Date.

2.20 Letters of Credit.

(a) Subject to and upon the terms and conditions set forth herein, Borrower may request that any Issuing Bank issue, at any time and from time to time on and after the Initial Funding Date and prior to the tenth Business Day prior to the Maturity Date (or the 30th day prior to the Maturity Date in the case of Trade Letters of Credit), for the account of Borrower or Parent Guarantor and for the benefit of (x) any holder (or any trustee, agent or other similar representative for any such holders) of L/C Supportable Obligations of Borrower or Parent Guarantor or any of its Subsidiaries, an irrevocable sight standby letter of credit, in a form customarily used by such Issuing Bank or in such other form as has been approved by such Issuing Bank (each such standby letter of credit, a "Standby Letter of Credit") in support of such L/C Supportable Obligations and (y) sellers of goods, materials and services used in the ordinary course of business of Borrower, Parent Guarantor or any of its Subsidiaries an irrevocable sight commercial letter of credit in a form customarily used by such Issuing Bank or in such other form

as has been approved by such Issuing Bank (each such commercial letter of credit, a "Trade Letter of Credit," and each such Trade Letter of Credit and each Standby Letter of Credit, a "Letter of Credit") in support of commercial transactions of the Borrower, Parent Guarantor and its Subsidiaries.

(b) Each Issuing Bank hereby agrees that it will (subject to the terms and conditions contained herein), at any time and from time to time on and after the Initial Funding Date and prior to the tenth Business Day prior to the Maturity Date (or the 30th day prior to the Maturity Date in the case of Trade Letters of Credit), following its receipt of the respective Letter of Credit Request, issue for the account of Borrower or Parent Guarantor, subject to the terms and conditions of this Agreement, one or more Letters of Credit (x) in the case of Standby Letters of Credit, in support of such L/C Supportable Obligations of Borrower, Parent Guarantor or any of its Subsidiaries as are permitted to remain outstanding without giving rise to a Default and (y) in the case of Trade Letters of Credit, in support of sellers of goods or materials used in the ordinary course of business of Borrower, Parent Guarantor or any of its Subsidiaries as referenced in Section 2.20(a), provided that the respective Issuing Bank shall be under no obligation to issue any Letter of Credit of the types described above if at the time of such issuance:

(i) any order, judgment or decree of any governmental authority or arbitrator shall purport by its terms to enjoin or restrain such Issuing Bank from issuing such Letter of Credit or any requirement of law applicable to such Issuing Bank or any request or directive (whether or not having the force of law) from any governmental authority with jurisdiction over such Issuing Bank shall prohibit, or request that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction or reserve or capital requirement (for which such Issuing Bank is not otherwise compensated) not in effect on the date hereof, or any unreimbursed loss, cost or expense which was not applicable, in effect or known to such Issuing Bank as of the date hereof and which such Issuing Bank reasonably and in good faith deems material to it; or

(ii) such Issuing Bank shall have received a Stop Issue Notice from the Administrative Agent prior to the issuance of such Letter of Credit.

(c) Schedule 2.20(c) hereto contains a description of certain letters of credit issued and outstanding on the Effective Date in respect of which Parent Guarantor or a Subsidiary is "Applicant" (and setting forth, with respect to each such letter of credit, (i) the name of the issuing lender, (ii) the letter of credit number, (iii) the name(s) of the account party or account parties, (iv) the stated amount (which shall be in U.S. dollars), (v) the name of the beneficiary, (vi) the expiry date and (vii) whether such letter of credit constitutes a standby letter of credit or a trade letter of credit). Each such letter of credit, including any extension or renewal thereof (each, as amended from time to time in accordance with the terms thereof and hereof, an "Existing Letter of Credit") shall constitute a "Letter of Credit" and a "Standby Letter of Credit" or a "Trade Letter of Credit", as the case may be, for all purposes of this Agreement, notwithstanding that it was issued prior to the Initial Funding Date and was not issued pursuant

to a Letter of Credit Request under Section 2.20.2. Any Lender hereunder which has issued an Existing Letter of Credit shall constitute an "Issuing Bank" for all purposes of this Agreement.

2.20.1 Maximum Letter of Credit Outstandings; Final Maturities; etc.

(a) Notwithstanding anything to the contrary contained in this Agreement, (i) no Letter of Credit shall be issued the Stated Amount of which, when added to the Letter of Credit Outstandings at such time, would exceed $25,000,000.00, (ii) no Letter of Credit shall be issued if, after giving effect thereto, the Outstanding Credit Exposure of any Lender would exceed its Revolving Loan Commitment as then in effect, (iii) each Letter of Credit shall by its terms terminate (A) in the case of Standby Letters of Credit, on or before the earlier of (x) the date which occurs 12 months after the date of the issuance thereof (although any such Standby Letter of Credit may be extendible for successive periods of up to 12 months, but not beyond the tenth Business Day prior to the Maturity Date, on terms acceptable to the Issuing Bank thereof) and (y) the tenth Business Day prior to the Maturity Date and (B) in the case of Trade Letters of Credit, on or before the earlier of (x) the date which occurs 180 days after the date of issuance thereof and (y) 30 days prior to the Maturity Date, (iv) each Letter of Credit shall be denominated in U.S. dollars and (v) the Stated Amount of each Letter of Credit shall be no less than $250,000.00, or such lesser amount as is acceptable to the respective Issuing Bank.

(b) Notwithstanding the foregoing, if a Lender Default exists, an Issuing Bank shall not be required to issue any Letters of Credit requested to be issued by it unless such Issuing Bank has entered into arrangements satisfactory to it, Borrower and Parent Guarantor to eliminate such Issuing Bank's risk with respect to the participation in Letters of Credit of the Defaulting Lender or Lenders, including by cash collateralizing such Defaulting Lender's or Lenders' Pro Rata Share of Letter of Credit Outstandings.

2.20.2 Letter of Credit Requests; Notices of Issuance.

(a) Whenever it desires that a Letter of Credit be issued for its account, Borrower shall give the Administrative Agent and the respective Issuing Bank written notice thereof prior to 1:00 P.M. (New York time) at least five Business Days' (or such shorter period as is acceptable to the respective Issuing Bank) prior to the proposed date of issuance (which shall be a Business Day). Each notice shall be in the form of Exhibit G (each, a "Letter of Credit Request").

(b) The making of each Letter of Credit Request shall be deemed to be a representation and warranty by Borrower that (i) such Letter of Credit may be issued in accordance with, and will not violate the requirements of, Section 2.20.1 and (ii) all of the applicable conditions set forth in Article IV shall be met at the time of such issuance. Unless the respective Issuing Bank has received notice from the Administrative Agent before it issues a Letter of Credit that one or more of the conditions specified in Article IV are not satisfied on the Initial Funding Date or are not then satisfied, or that the issuance of such Letter of Credit would violate Section 2.20.1 (any such notice, a "Stop Issue Notice"), then such Issuing Bank may issue the requested Letter of Credit for the account of Borrower in accordance with such Issuing

Bank's usual and customary practices. Upon the issuance of or amendment to any Standby Letter of Credit, the respective Issuing Bank shall promptly notify the Administrative Agent and Borrower, in writing, of such issuance or amendment, and such notification shall be accompanied by a copy of the issued Standby Letter of Credit or amendment thereto. Upon receipt of such notice, the Administrative Agent shall notify the Lenders, in writing, of such issuance or amendment, as the case may be, and if so requested by Lender, the Administrative Agent shall provide such Lender with a copy of the Standby Letter of Credit so issued or such amendment, as the case may be. For Trade Letters of Credit issued by an Issuing Bank (other than the Administrative Agent), such Issuing Bank will send to the Administrative Agent by facsimile transmission, promptly on the first Business Day of each week, the daily aggregate Stated Amount of Trade Letters of Credit issued by such Issuing Bank and outstanding during the preceding week.

2.20.3 Letter of Credit Participations.

(a) Immediately upon the issuance by the respective Issuing Bank of any Letter of Credit, such Issuing Bank shall be deemed to have sold and transferred to each Lender (other than such Issuing Bank) (each such Lender with respect to any Letter of Credit, in its capacity under this Section 2.20.3, an "L/C Participant"), and each such L/C Participant shall be deemed irrevocably and unconditionally to have purchased and received from such Issuing Bank, without recourse or warranty, an undivided interest and participation, in a percentage equal to such L/C Participant's Pro Rata Share, in such Letter of Credit, each drawing or payment made thereunder and the obligations of Borrower under this Agreement with respect thereto, and any guaranty pertaining thereto (although Letter of Credit Fees shall be paid directly to the Administrative Agent for the ratable account of the Lenders based on their Pro Rata Shares as provided in Section 2.20.6 and the L/C Participants shall have no right to receive any portion of any Facing Fees). Upon any change in the Revolving Loan Commitments or Pro Rata Shares of the Lenders pursuant to this Agreement, it is hereby agreed that, with respect to all outstanding Letters of Credit and Unpaid Drawings, there shall be an automatic adjustment to the participations pursuant to this Section 2.20.3 to reflect the new Pro Rata Shares.

(b) In determining whether to pay under any Letter of Credit, the respective Issuing Bank shall have no obligation relative to the L/C Participants or any other Lenders other than to confirm that any documents required to be delivered under such Letter of Credit appear to have been delivered and that they appear to substantially comply on their face with the requirements of such Letter of Credit. Any action taken or omitted to be taken by any Issuing Bank under or in connection with any Letter of Credit if taken or omitted in the absence of gross negligence or willful misconduct (as finally determined by a court of competent jurisdiction), shall not create for such Issuing Bank any resulting liability to Borrower, Parent Guarantor or any of its Subsidiaries, any Subsidiary Guarantor, any Lender or any other Person.

(c) If any Issuing Bank makes any payment under any Letter of Credit and the Borrower shall not have reimbursed such amount in full to such Issuing Bank pursuant to Section 2.20.4(a), such Issuing Bank shall promptly notify the Administrative Agent, and the Administrative Agent shall promptly notify each L/C Participant of such failure, and each L/C Participant shall promptly and unconditionally pay to the Administrative Agent for the benefit of

such Issuing Bank the amount of such L/C Participant's Pro Rata Share of such unreimbursed payment in U.S. dollars and in same day funds. If the Administrative Agent so notifies, prior to 11:00 A.M. (New York time) on any Business Day, any L/C Participant required to fund a payment under a Letter of Credit, such L/C Participant shall make available to the Administrative Agent for the benefit of such Issuing Bank, in U.S. dollars, such L/C Participant's Pro Rata Share of the amount of such payment on such Business Day in same day funds; provided, however, that no L/C Participant shall be obligated to pay to the Administrative Agent for the benefit of such Issuing Bank its Pro Rata Share of such unreimbursed amount for any wrongful payment made by such Issuing Bank under a Letter of Credit issued by it as a result of acts or omissions constituting willful misconduct or gross negligence on the part of such Issuing Bank (as finally determined by a court of competent jurisdiction). If and to the extent such L/C Participant shall not have so made its Pro Rata Share of the amount of such payment available to the Administrative Agent for the benefit of such Issuing Bank, such L/C Participant agrees to pay to the Administrative Agent for the benefit of such Issuing Bank, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent for the benefit of such Issuing Bank at the overnight Federal Funds Effective Rate for the first three days and at the interest rate applicable to Revolving Loans maintained as Floating Rate Loans hereunder for each day thereafter. The failure of any L/C Participant to make available to such Issuing Bank its Pro Rata Share of any payment under any Letter of Credit shall not relieve any other L/C Participant of its obligation hereunder to make available to such Issuing Bank its Pro Rata Share of any unreimbursed payment with respect to a Letter of Credit on the date required, as specified above, but no L/C Participant shall be responsible for the failure of any other L/C Participant to make available to the Administrative Agent for the benefit of such Issuing Bank such other L/C Participant's Pro Rata Share of any such payment.

(d) Whenever any Issuing Bank receives a payment of a reimbursement obligation as to which it has received any payments from the L/C Participants pursuant to clause (c) above, such Issuing Bank shall pay to the Administrative Agent for the benefit of each L/C Participant which has paid its Pro Rata Share thereof, in U.S. dollars and in same day funds, an amount equal to such L/C Participant's share (based upon the proportionate aggregate amount originally funded by such L/C Participant to the aggregate amount funded by all L/C Participants) of the principal amount of such reimbursement obligation and interest thereon accruing after the purchase of the respective participations. The payment required to be made by the respective Issuing Bank to the Administrative Agent pursuant to the preceding sentence shall be made on the day the respective payment of a reimbursement is received by such Issuing Bank (if payment was actually received by such Issuing Bank prior to 12:00 Noon (local time in the city in which such payments are to be made)).

(e) The obligations of the L/C Participants to make payments to the Administrative Agent for the benefit of each Issuing Bank with respect to Letters of Credit issued by it shall be irrevocable and not subject to any qualification or exception whatsoever (except as otherwise provided in the proviso to the second sentence of Section 2.20.3(c)) and shall be made in accordance with the terms and conditions of this Agreement under all circumstances, including, without limitation, any of the following circumstances:

(i) any lack of validity or enforceability of this Agreement or any of the other Loan Documents;

(ii) the existence of any claim, setoff, defense or other right which Borrower, Parent Guarantor or any of its Subsidiaries or Affiliates may have at any time against a beneficiary named in a Letter of Credit, any transferee of any Letter of Credit (or any Person for whom any such transferee may be acting), the Administrative Agent, any Issuing Bank, any L/C Participant, or any other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between Borrower, Parent Guarantor or any Subsidiary or Affiliate of such Person and the beneficiary named in any such Letter of Credit);

(iii) any draft, certificate or any other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(iv) the surrender or impairment of any guaranty for the performance or observance of any of the terms of any of the Loan Documents; or

(v) the occurrence of any Default.

2.20.4 Agreement to Repay Letter of Credit Drawings.

(a) Borrower hereby agrees to reimburse the respective Issuing Bank, by making payment in U.S. dollars and in immediately available funds directly to the Administrative Agent at its address specified pursuant to Article XIII for the benefit of such Issuing Bank, for any payment or disbursement made by such Issuing Bank under any Letter of Credit issued by it (with each such amount so paid, until reimbursed, an "Unpaid Drawing"), not later than the Business Day after the Administrative Agent or such Issuing Bank notifies Borrower of such payment or disbursement, with interest on the amount so paid or disbursed by such Issuing Bank, to the extent not reimbursed prior to 2:00 P.M. (New York time), on the date of such payment or disbursement, from and including the date paid or disbursed to but excluding the date such Issuing Bank is reimbursed by Borrower therefor at a rate per annum which shall be the Floating Rate in effect from time to time, provided, however, to the extent such amounts are not reimbursed prior to 12:00 Noon (New York time) on the third Business Day following the receipt of notice by Borrower from the Administrative Agent or the respective Issuing Bank of such payment or disbursement or upon the occurrence of a Default under Sections 7.6 or 7.7, interest shall thereafter accrue on the amounts so paid or disbursed by such Issuing Bank (and until reimbursed by Borrower) at a rate per annum which shall be the Floating Rate as in effect from time to time plus 300 basis points, in each such case, with interest to be payable on demand, provided further, that it is understood and agreed that the notice referred to above in this clause (a) shall not be required to be given if a Default under Sections 7.6 or 7.7 shall have occurred and be continuing (in which case the Unpaid Drawings shall be due and payable immediately without presentment, demand, protest or notice of any kind (all of which are hereby waived by Borrower) and shall bear interest at the rate provided in the foregoing proviso). The

respective Issuing Bank shall give Borrower and the Administrative Agent (if not the Issuing Bank under the respective Letter of Credit) prompt written notice of each Drawing under any Letter of Credit, provided that the failure to give any such notice shall in no way affect, impair or diminish the Borrower's obligations hereunder.

(b) The obligations of Borrower under this Section 2.20.4 to reimburse the respective Issuing Bank with respect to Unpaid Drawings (including, in each case, interest thereon) shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which Borrower may have or have had against any Lender (including in its capacity as issuer of the Letter of Credit or as an L/C Participant), including, without limitation, any defense based upon the failure of any drawing under a Letter of Credit (each, a "Drawing") to conform to the terms of the Letter of Credit or any nonapplication or misapplication by the beneficiary of the proceeds of such Drawing; provided that the respective Issuing Bank shall be responsible for any damages (excluding consequential damages) to Borrower for its gross negligence or willful misconduct (as finally determined by a court of competent jurisdiction) in connection with drawings made under a Letter of Credit which did not comply or conform to the terms of the respective Letter of Credit.

2.20.5 Increased Costs.

If at any time after the date of this Agreement, the introduction of or any change in any applicable law, rule, regulation, order, guideline or request or in the interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof, or compliance by any Issuing Bank or any L/C Participant with any request or directive by any such authority (whether or not having the force of law), shall either (i) impose, modify or make applicable any reserve, deposit, capital adequacy or similar requirement against letters of credit issued by any Issuing Bank or participated in by any L/C Participant, or (ii) impose on any Issuing Bank or any L/C Participant any other conditions relating, directly or indirectly, to this Agreement; and the result of any of the foregoing is to increase the cost to any Issuing Bank or any L/C Participant of issuing, maintaining or participating in any Letter of Credit, or reduce the amount of any sum received or receivable by any Issuing Bank or any L/C Participant hereunder or reduce the rate of return on its capital with respect to Letters of Credit (except for changes in the rate of tax on, or determined by reference to, the net income or profits or franchise taxes based on net income of such Issuing Bank or such L/C Participant pursuant to the laws of the jurisdiction in which it is organized or in which its principal office or applicable lending office is located or any subdivision thereof or therein), then, upon written demand to the Borrower by such Issuing Bank or any L/C Participant (a copy of which certificate shall be sent by such Issuing Bank or such L/C Participant to the Administrative Agent), Borrower shall pay to such Issuing Bank or such L/C Participant such additional amount or amounts as will compensate such Lender for such increased cost or reduction in the amount receivable or reduction on the rate of return on its capital. Any Issuing Bank or any L/C Participant, upon determining that any additional amounts will be payable pursuant to this Section 2.20.5, will give prompt written notice thereof to Borrower which notice shall include a certificate submitted to Borrower by such Issuing Bank or such L/C Participant (a copy of which certificate shall be sent by such Issuing Bank or such L/C Participant to the Administrative Agent), setting forth in reasonable detail the basis for the calculation of such additional amount or amounts necessary to compensate such Issuing Bank or such L/C Participant. The certificate required to be delivered

pursuant to this Section 2.20.5 shall, absent manifest error, be final and conclusive and binding on Borrower.

2.20.6 Letter of Credit Fee; Facing Fee.

(a) Borrower agrees to pay to the Administrative Agent for distribution to each Non-Defaulting Lender with a Revolving Loan Commitment (based on their respective Pro Rata Shares) in U.S. dollars, a fee in respect of each Letter of Credit issued for the account of Borrower hereunder (the "Letter of Credit Fee"), in each case for the period from and including the date of issuance of the respective Letter of Credit (or in the case of Existing Letters of Credit, from and including the Effective Date) to and including the date of termination of such Letter of Credit, computed at a rate equal to 3.50% per annum on the Stated Amount of such Letter of Credit. Accrued Letter of Credit Fees shall be due and payable in arrears on each Quarterly Payment Date following the Effective Date and on the Maturity Date or on any earlier date on which the Obligations become due and payable pursuant to the terms hereof. Letter of Credit Fees paid or payable with respect to any Existing Letter of Credit for periods to but not including the Effective Date shall be retained by the Issuing Lender by whom such Existing Letter of Credit was issued.

(b) Borrower agrees to pay to each Issuing Bank, for its own account, in U.S. dollars, a facing fee in respect of each Letter of Credit issued for the account of Borrower by such Issuing Bank (the "Facing Fee"), for the period from and including the date of issuance of such Letter of Credit to and including the date of the termination of such Letter of Credit, computed at a rate equal to 1/4 of 1% per annum of the Stated Amount of such Letter of Credit; provided that in no event shall the annual Facing Fee with respect to any Letter of Credit be less than $500; provided further that no Facing Fee shall be payable hereunder with respect to the Existing Letters of Credit for periods to but not including the Effective Date, it being understood and agreed that the Issuing Bank shall retain any facing fees paid or payable for periods to but not including the Effective Date with respect to Existing Letters of Credit issued by it. Accrued Facing Fees shall be due and payable in arrears on each Quarterly Payment Date and on the Maturity Date or on any earlier date on which the Obligations become due and payable pursuant to the terms hereof.

(c) Borrower shall pay, upon each payment under, issuance of, or amendment to, any Letter of Credit, such amount as shall at the time of such event be the administrative charge and the reasonable expenses which the applicable Issuing Bank is generally imposing for payment under, issuance of, or amendment to, Letters of Credit issued by it.

2.21 Voluntary Reduction of Aggregate Available Commitment. Upon at least three Business Days' prior notice to the Administrative Agent (which notice the Administrative Agent shall promptly transmit to each of the Lenders), Borrower shall have the right, at any time or from time to time, without premium or penalty, to terminate or partially reduce the Aggregate Available Commitment; provided that (i) any partial reduction pursuant to this Section 2.21 shall be in an amount of at least $5,000,000 or, if greater, in integral multiples of $5,000,000 thereof and (ii) no partial reduction shall be made if, after giving effect thereto, the Aggregate Outstanding Credit Exposure exceeds the aggregate Revolving Loan Commitment as then in effect. Each reduction to the Aggregate Available Commitment pursuant to this Section 2.21

shall apply to reduce the Revolving Loan Commitments of the various Lenders pro rata based on their respective Pro Rata Shares.

2.22 FF&E Reserve Account. (a) Borrower shall, on the Effective Date, establish and maintain a segregated account of Borrower with the Reserve Account Bank, which account (the "FF&E Reserve Account") shall be subject to an Account Control Agreement, and Borrower shall deposit into the FF&E Reserve Account, within 45 days after the last day of each Fiscal Quarter, an amount equal to the Required FF&E Percentage of the Gross Revenues from the Opryland Hotel Florida for such Fiscal Quarter, and shall insure that the total deposits into the FF&E Reserve Account for each calendar year are not less than the Required FF&E Percentage of the Gross Revenues from the Opryland Hotel Florida for such calendar year. Borrower shall invest all funds from time to time on deposit in the FF&E Reserve Account solely in Cash Equivalent Investments.

(b) Borrower shall be permitted to request funds from the FF&E Reserve Account (the amount on deposit therein from time to time, the "FF&E Reserve") from time to time as necessary, but no more often than once in any calendar month, to pay for Permitted FF&E Expenditures as the same are incurred in accordance with the procedures for disbursements from the FF&E Reserve Account set forth in Section 4.3 hereof. Simultaneously with each withdrawal, Borrower shall furnish or cause to be furnished to Administrative Agent a complete statement and accounting of any use or disbursement of funds in the FF&E Reserve Account, identifying the purpose, amount and type of each expenditure and accompanied by copies of all bank statements with respect to the FF&E Reserve Account not previously delivered to the Administrative Agent, all certified by an Authorized Officer and by any Property Manager for the Opryland Hotel Florida.

(c) If a Default or Unmatured Default has occurred and is continuing, Borrower shall have no right to request the withdrawal of any funds from the FF&E Reserve Account, and if a Default has occurred and is continuing, the Administrative Agent may apply or direct the Reserve Account Bank to apply all funds then on deposit in the FF&E Reserve Account to the Secured Obligations in accordance with the provisions of Section 8.1.

(d) As soon as available and in any event within 45 days after the close of each Fiscal Quarter and 90 days after the close of each Fiscal Year, Borrower and Parent Guarantor shall furnish or cause to be furnished to the Administrative Agent a statement showing Borrower's calculations (and supporting information) of amounts then required to be maintained in the FF&E Reserve Account and all disbursements therefrom (identifying the purpose, amount and type of each expenditure), accompanied by copies of all bank statements with respect to the FF&E Reserve Account received to date and not previously delivered to the Administrative Agent, all certified by an Authorized Officer.

2.23 Replacement of Lender. If Borrower is required pursuant to Section 3.1, 3.2 or 3.5 to make any additional payment to any Lender or if any Lender's obligation to make or continue, or to convert Floating Rate Advances into, LIBO Rate Advances shall be suspended pursuant to Section 3.3 (any Lender so affected an "Affected Lender"), Borrower may elect, if such amounts continue to be charged or such suspension is still effective, to replace such Affected Lender as a Lender party to this Agreement,

provided that no Default shall have occurred and be continuing at the time of such replacement, and provided further that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash the Advances and other Obligations due to the Affected Lender pursuant to an assignment substantially in the form of Exhibit D and to become a Lender for all purposes under this Agreement and to assume all obligations of the Affected Lender to be terminated as of such date and to comply with the requirements of Section 12.3 applicable to assignments, and (ii) Borrower shall pay to such Affected Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Affected Lender by Borrower hereunder to and including the date of termination, including without limitation payments due to such Affected Lender under Sections 3.1, 3.2 and 3.5, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 3.4 had the Loans of such Affected Lender been prepaid on such date rather than sold to the replacement Lender.

ARTICLE III

YIELD PROTECTION; TAXES

3.1 Yield Protection. If, on or after the Effective Date, the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in the interpretation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender or applicable Lending Office with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency:

(i) subjects any Lender or any applicable Lending Office to any Taxes, or changes the basis of taxation of payments (other than with respect to Excluded Taxes) to any Lender in respect of its LIBO Rate Loans, or

(ii) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any applicable Lending Office (other than reserves and assessments taken into account in determining the interest rate applicable to LIBO Rate Advances), or

(iii) imposes any other condition the result of which is to increase the cost to any Lender or any applicable Lending Office of making, funding or maintaining its LIBO Rate Loans, or reduces any amount receivable by any Lender or any applicable Lending Office in connection with its LIBO Rate Loans or requires any Lender or any applicable Lending Office to make any payment calculated by reference to the amount of LIBO Rate Loans held or interest received by it, by an amount deemed material by such Lender,

and the result of any of the foregoing is to increase the cost to such Lender or applicable Lending Office of making or maintaining its LIBO Rate Loans or Revolving Loan Commitment or to reduce the return received by such Lender or applicable Lending Office in connection with such LIBO Rate Loans or Revolving Loan Commitment, then, within 15 days of demand by such Lender, Borrower shall pay such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduction in amount received.

3.2 Changes in Capital Adequacy Regulations. If a Lender determines the amount of capital required or expected to be maintained by such Lender, any Lending Office of such Lender or any corporation controlling such Lender is increased as a result of a Change (as defined below in this Section 3.2), then, within 15 days of demand by such Lender, Borrower shall pay such Lender the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which such Lender determines is attributable to this Agreement, its Outstanding Credit Exposure or its Revolving Loan Commitment to make Loans hereunder (after taking into account such Lender's policies as to capital adequacy). "Change" means (i) any change after the Effective Date in the Risk-Based Capital Guidelines or (ii) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) after the Effective Date which affects the amount of capital required or expected to be maintained by any Lender or any Lending Office or any corporation controlling any Lender. "Risk-Based Capital Guidelines" means (i) the risk-based capital guidelines in effect in the United States on the Effective Date, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States implementing the July 1988 report of the Basle Committee on Banking Regulation and Supervisory Practices Entitled "International Convergence of Capital Measurements and Capital Standards," including transition rules, and any amendments to such regulations adopted prior to the Effective Date.

3.3 Availability of Types of Advances. If any Lender determines that maintenance of its LIBO Rate Loans at a suitable Lending Office would violate any applicable law, rule, regulation, or directive, whether or not having the force of law, or if the Majority Lenders determine that by reason of changes affecting the interbank LIBO Rate market, (i) deposits of a type and maturity appropriate to match fund LIBO Rate Advances are not available or (ii) the interest rate applicable to LIBO Rate Advances does not accurately reflect the cost of making or maintaining LIBO Rate Advances, then the Administrative Agent shall suspend the availability of LIBO Rate Advances until the first date on which the circumstances causing such suspension cease to exist and require any affected LIBO Rate Advances to be repaid or converted to Floating Rate Advances, subject to the payment of any funding indemnification amounts required by Section 3.4.

3.4 Funding Indemnification. If any payment of a LIBO Rate Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, or a LIBO Rate Advance is not made on the date specified by the Borrower for any reason other than default by the Lenders, Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including, without limitation, any loss or cost in liquidating or employing deposits acquired to fund or maintain such LIBO Rate Advance, provided that such indemnity shall not

apply to any such loss or cost incurred solely by reason of an adjustment to any Interest Period made by the Administrative Agent in connection with syndicating the Loans.

3.5 Taxes. (i) All payments by Borrower to or for the account of any Lender or the Administrative Agent hereunder or under any Note shall be made free and clear of and without deduction for any and all Taxes. If Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Lender or the Administrative Agent, (a) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.5) such Lender or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (b) Borrower shall make such deductions, (c) Borrower shall pay the full amount deducted to the relevant authority in accordance with applicable law and (d) Borrower shall furnish to the Administrative Agent the original copy of a receipt evidencing payment thereof within 30 days after such payment is made.

(ii) In addition, Borrower hereby agrees to pay any present or future stamp or documentary taxes and any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or under any Note or from the execution or delivery of, or otherwise with respect to, this Agreement or any Note ("Other Taxes").

(iii) Borrower hereby agrees to indemnify the Administrative Agent and each Lender for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed on amounts payable under this Section 3.5) paid by the Administrative Agent or such Lender and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. Payments due under this indemnification shall be made within 30 days of the date the Administrative Agent or such Lender makes demand therefor pursuant to Section 3.6.

(iv) Each Lender that is not incorporated under the laws of the United States of America or a state thereof (each a "Non-U.S. Lender") agrees that it will, not less than ten Business Days after the Effective Date (or such later date upon which it becomes a Lender hereunder), deliver to Borrower and the Administrative Agent two duly completed copies of United States Internal Revenue Service Form W-8BEN or W-8ECI, certifying in either case that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes, or backup withholding tax. Each Non-U.S. Lender further undertakes to deliver to Borrower and the Administrative Agent (x) renewals or additional copies of such form (or any successor form) on or before the date that such form expires or becomes obsolete, and (y) after the occurrence of any event requiring a change in the most recent forms so delivered by it, such additional forms or amendments thereto as may be reasonably requested by Borrower or the Administrative Agent. All forms or amendments described in the preceding sentence shall certify that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes, unless an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form or amendment with respect to it and such Lender advises Borrower and

the Administrative Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

(v) For any period during which a Non-U.S. Lender has failed to provide Borrower with an appropriate form pursuant to clause (iv) above (unless such failure is due to a change in treaty, law or regulation, or any change in the interpretation or administration thereof by any governmental authority, occurring subsequent to the date on which a form originally was required to be provided), such Non-U.S. Lender shall not be entitled to indemnification under this Section 3.5 with respect to Taxes imposed by the United States; provided that, should a Non-U.S. Lender which is otherwise exempt from or subject to a reduced rate of withholding tax become subject to Taxes because of its failure to deliver a form required under clause (iv), above, Borrower shall take such steps (but without material expense to Borrower) as such Non-U.S. Lender shall reasonably request to assist such Non-U.S. Lender to recover such Taxes.

(vi) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments under this Agreement or any Notes pursuant to the law of any relevant jurisdiction or any treaty shall deliver to Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate.

(vii) If the U.S. Internal Revenue Service or any other governmental authority of the United States or any other country or any political subdivision thereof asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender (because the appropriate form was not delivered or properly completed, because such Lender failed to notify the Administrative Agent of a change in circumstances which rendered its exemption from withholding ineffective, or for any other reason), such Lender shall indemnify the Administrative Agent and Borrower fully for all amounts paid, directly or indirectly, by the Administrative Agent or Borrower, as the case may be, as tax, withholding therefor, or otherwise, including penalties and interest, and including taxes imposed by any jurisdiction on amounts payable to the Administrative Agent or Borrower under this subsection, together with all costs and expenses related thereto (including attorneys' fees and time charges of attorneys for the Administrative Agent or Borrower, as the case may be, which attorneys may be employees of the Administrative Agent or Borrower, as the case may be). The obligations of the Lenders under this Section 3.5(vii) shall survive the payment of the Obligations and termination of this Agreement.

3.6 Lender Statements; Survival of Indemnity. To the extent reasonably possible, each Lender shall designate an alternate Lending Office with respect to its LIBO Rate Loans to reduce any liability of Borrower to such Lender under Sections 3.1, 3.2 and 3.5 or to avoid the unavailability of LIBO Rate Advances under Section 3.3, so long as such designation is not, in the judgment of such Lender, disadvantageous to such Lender. Each Lender shall deliver a written statement of such Lender to Borrower (with a copy to the Administrative Agent) as to the amount due, if any, under Section 3.1, 3.2, 3.4 or 3.5. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on

Borrower in the absence of manifest error. Determination of amounts payable under such Sections in connection with a LIBO Rate Loan shall be calculated as though each Lender funded its LIBO Rate Loan through the purchase of a deposit of the type and maturity corresponding to the deposit used as a reference in determining the LIBO Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall be payable on demand after receipt by Borrower of such written statement. The obligations of Borrower under Sections 3.1, 3.2, 3.4 and 3.5 shall survive payment of the Obligations and termination of this Agreement.

3.7 Reasonable Efforts to Mitigate. Each Lender shall use its reasonable best efforts (consistent with its internal policy and legal and regulatory restrictions) to minimize any amounts payable by Borrower under Section 3.1 and Section 3.2 and to minimize any period of illegality under Section 3.3. Each Lender further agrees to notify Borrower promptly, but in any event within 30 Business Days, after such Lender learns of the circumstances giving rise to such a right of payment or such illegality or any circumstances that have changed such that such right to payment or such illegality, as the case may be, no longer exists.

ARTICLE IV

CONDITIONS PRECEDENT

4.1 Closing Deliveries On the Effective Date and as conditions precedent to the effectiveness of this Agreement, Borrower shall satisfy the following conditions and/or furnish to the Administrative Agent the following:

(a) Borrower shall provide the Administrative Agent with copies of the articles or certificate of incorporation, certificate of formation or certificate of limited partnership, and certificates of good standing, of each Borrower, Parent Guarantor and each of the Subsidiary Guarantors, together with all amendments, certified by the appropriate governmental officer in its jurisdiction of organization.

(b) Borrower shall provide the Administrative Agent with copies, each certified by the General Partner of Borrower, the Secretary or Assistant Secretary of Parent Guarantor, each of the Subsidiary Guarantors and each of the other entities described in the preceding clause (a), of the limited partnership agreement or by-laws of such Person and Board of Directors' resolutions and of resolutions or actions of any other body authorizing the execution by such Person of the Loan Documents to which such Person is a party, and copies, certified by the Secretary or Assistant Secretary or other authorized individual acting on behalf of each such entity of its Organizational Documents and of resolutions of such of its shareholders, partners, members or other body whose approval is required under such entity's Organizational Documents authorizing the execution of the Loan Documents to which each such entity is a party.

(c) Borrower shall provide the Administrative Agent with incumbency certificates, executed by the General Partner of Borrower, the Secretary, Assistant Secretary or

manager of Parent Guarantor, Subsidiary Guarantors and the other entities specified in the preceding clause (a), respectively, which shall identify by name and title and bear the signatures of the officers or other authorized individuals acting on behalf of such Persons authorized to sign the Loan Documents to which such Persons are a party, upon which certificates the Administrative Agent and the Lenders shall be entitled to rely.

(d) Borrower shall provide the Administrative Agent with written opinions of respective counsel to Borrower, Parent Guarantor, Subsidiary Guarantors and the other entities specified in the preceding clause (a), addressed to the Administrative Agent and the Lenders in form and substance satisfactory to the Administrative Agent.

(e) Borrower shall provide each Lender with the Notes required to be provided to such Lender pursuant to Section 2.13, payable to the order of such Lender.

(f) Borrower shall provide the Administrative Agent with the Guaranty, the Environmental Indemnity Agreement, the Mortgage, the Collateral Assignments and the other Loan Documents.

(g) Borrower shall provide the Administrative Agent with the Mortgage Title Insurance Policy with respect to the Mortgage dated as of the Effective Date in the amount of the sum of the aggregate Revolving Loan Commitment and the Administrative Agent's initial estimate, as of the Effective Date, of the aggregate amount of the Secured Rate Management Obligations (without limiting the amount of the Secured Rate Management Obligations for any other purposes under the Loan Documents) with all premiums paid in full on or before the date of issuance and under which Lenders are not considered to be co-insurers. Borrower shall deliver to the Title Insurer all affidavits of title, ALTA statements, undertakings and such other papers, instructions and documents as the Title Insurer may require for the issuance of the Mortgage Title Insurance Policy in the form required hereunder.

(h) Borrower shall provide the Administrative Agent with UCC searches for the Persons and in all jurisdictions as required by the Administrative Agent, and the Administrative Agent shall be satisfied with the results of such searches.

(i) Borrower shall provide the Administrative Agent with a Survey of the Opryland Hotel Florida.

(j) Borrower shall provide the Administrative Agent with certified copies of all Leases (if any) and all amendments thereto for premises located at the Opryland Hotel Florida.

(k) Borrower shall provide the Administrative Agent with copies of all underlying title documents for the Opryland Hotel Florida.

(l) Borrower shall provide the Administrative Agent with evidence that all financing statements relating to the Collateral have been (or will be) timely filed or recorded for the benefit of the Administrative Agent and the Lenders, and all title charges, recording fees and filing taxes have been paid.

(m) There shall have been paid to the Administrative Agent and Lenders all fees due and payable to the Administrative Agent and Lenders on or before the Effective Date and all expenses incurred by the Administrative Agent on or before the Effective Date, including the Agency Fee and commitment fees as set forth in Section 2.5 and all recording and filing fees, documentary stamp, intangible, mortgage recording and other similar taxes and charges, title insurance premiums, survey charges, reasonable attorneys' fees and expenses, and other costs and expenses incurred in connection with the preparation, negotiation, execution and delivery of the Loan Documents.

(n) The Administrative Agent shall have been provided with an Appraisal and a "phase I" environmental report for the Opryland Hotel Florida, each satisfactory to the Administration Agent in its sole discretion.

(o) Borrower shall have furnished to the Administrative Agent a certificate, signed by an Authorized Officer, stating that to the knowledge of such individual on the Initial Funding Date no Default or Unmatured Default has occurred and is continuing.

(p) No law, regulation, order, judgment or decree of any Governmental Authority shall, and the Administrative Agent shall not have received any notice that litigation is pending or threatened which is likely to result in a Material Adverse Effect.

(q) The Administrative Agent shall be reasonably satisfied (i) with the collective bargaining or other organized labor agreements to which Borrower, Parent Guarantor and/or any of their respective Affiliates is or are a party and (ii) that, before and after the Initial Funding Date, Borrower and Parent Guarantor have not encountered and will not encounter any adverse labor union organizing activity, employee strike, work stoppage, shutdown or lockout which results in a Material Adverse Effect.

(r) No Default or Unmatured Default shall have occurred that is continuing or would result from the making of the Loans.

(s) All of the representations and warranties contained in the Loan Documents shall be true and correct on and as of the Initial Funding Date.

(t) Borrower shall have provided to the Administrative Agent and the Lenders, insurance certificates required under Section 6.6 with respect to the Opryland Hotel Florida and shall have satisfied all other requirements of Section 6.6 then applicable.

(u) The Administrative Agent shall have received the Florida Ground Lease Estoppels.

(v) Borrower shall have established the FF&E Reserve Account.

(w) The Existing Senior Loans shall have been repaid in full and terminated (or assigned to the Administrative Agent as agent for the Lenders and amended and restated in their entirety to evidence and secure a portion of the credit facilities contemplated by this Agreement).

(x) The Existing Subordinated Loans shall have been repaid in full and terminated.

(y) Borrower shall have provided the Administrative Agent with such other documents as any Lender or its counsel may have reasonably requested.

4.2 Conditions Precedent to Each Revolving Loan Advance, Swingline Loan and Letter of Credit. The Lenders shall not be required to make any Revolving Loan Advance or issue any Letter of Credit and the Swingline Lender shall not be required to make any Swingline Loan unless the following conditions are satisfied on the applicable Borrowing Date:

(a) There exists no Default or Unmatured Default that has occurred and is continuing.

(b) No Material Adverse Effect shall have occurred.

(c) The representations and warranties contained in Article V are true and correct as of such Borrowing Date, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

(d) The Administrative Agent shall have received a Borrowing Notice properly completed by Borrower with respect to a requested Revolving Loan Advance or a Letter of Credit Request with respect to a requested Letter of Credit.

(e) The Administrative Agent shall have received copies of all Leases (other than Ancillary Space Leases) entered into for space at the Opryland Hotel Florida since the last Revolving Loan Advance.

(f) No law, regulation, order, judgment or decree of any Governmental Authority shall, and the Administrative Agent shall not have received from any Lender, notice that, any litigation is pending or threatened which is likely to, in the reasonable judgment of the Administrative Agent or such Lender, enjoin, prohibit or restrain, or impose or result in the imposition of any material adverse condition, upon the making of the requested Revolving Loan Advance.

(g) No litigation, arbitration, governmental investigation, proceeding or inquiry shall be pending or threatened against either Borrower, Parent Guarantor, or any other Subsidiary of Parent Guarantor that, in the reasonable judgment of the Administrative Agent, is likely to have a Material Adverse Effect.

Each Borrowing Notice with respect to a Revolving Loan Advance, each Swingline Loan Notice and each Letter of Credit Request shall constitute a representation and warranty by Borrower to the Administrative Agent and the Lenders that the conditions contained in this Section 4.2 have been satisfied.

4.3 Conditions Precedent to Disbursements From FF&E Reserve Account. The Administrative Agent shall not be required to make any disbursement (each, a "FF&E Reserve Disbursement") from the FF&E Reserve Account unless the following conditions are satisfied on the applicable FF&E Reserve Disbursement Date:

(a) There exists no Default or Unmatured Default that has occurred and is continuing.

(b) The representations and warranties contained in Article V are true and correct as of such FF&E Reserve Disbursement Date, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date.

(c) The Administrative Agent shall have received a FF&E Reserve Disbursement Request properly completed by Borrower with respect to a requested disbursement from the FF&E Reserve Account and the Administrative Agent shall be satisfied, in its reasonable discretion, that the requested disbursement is consistent with the applicable Approved FF&E Budget.

4.4 Limited Nature of Waivers of Requirements. It is expressly understood and agreed that if any of the Lenders shall intentionally or unintentionally waive or fail to require satisfaction of any condition precedent or other provision or requirement set forth in this Agreement for any Advance, the Administrative Agent shall be deemed to have reserved the right to require compliance with such condition precedent or other provision or requirement prior to any subsequent Advance, notwithstanding any previous continuing or intermittent pattern of such waivers or failures to require such satisfaction thereof.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Borrower and Parent Guarantor each represent and warrant to the Lenders that, as of the Effective Date, and thereafter whenever the representations and warranties under this Article V are updated, remade or deemed to be remade:

5.1 Ownership, Existence and Standing. Borrower, Parent Guarantor and each Subsidiary Guarantor is a corporation, limited partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted. True, correct and complete copies of the Organizational Documents of Borrower, Parent Guarantor and each Subsidiary Guarantor have been delivered to the Administrative Agent, each of which is in full force and effect, has not been modified or amended except to the

extent set forth therein and there are no defaults under such Organizational Documents and, to the best of Borrower's and Parent Guarantor's knowledge, no events exist which, with the passage of time or giving of notice or both, would constitute a default under such Organizational Documents. As of the date hereof, the ownership structure of Borrower, Parent Guarantor and the Subsidiary Guarantors, and all direct and indirect owners of membership interests therein are completely and accurately disclosed on the ownership chart attached as Schedule 5.1. Borrower is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

5.2 Authorization and Validity. Borrower, Parent Guarantor and each Subsidiary Guarantor has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder. The execution and delivery by Borrower, Parent Guarantor or any Subsidiary Guarantor of the Loan Documents to which it is a party and the performance of its obligations thereunder have been duly authorized by proper corporate or company proceedings. Each of the Loan Documents to which Borrower, Parent Guarantor or any Subsidiary Guarantor is a party (A) has been duly executed and delivered on behalf of Borrower, Parent Guarantor or the Subsidiary Guarantors, as the case may be, (B) to the extent the same constitutes a security agreement or a collateral document, creates valid first Liens in the Collateral covered thereby, securing the payment of all of the Secured Obligations purported to be secured thereby, (C) assuming due authorization and execution by the Lenders party thereto, constitutes the legal, valid and binding obligation of Borrower, Parent Guarantor or the Subsidiary Guarantors, as the case may be, enforceable against such Person, in accordance with its terms except to the extent that the enforcement thereof or the availability of equitable remedies may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer or similar laws now or hereafter in effect relating to or affecting creditors' rights generally or by general principles of equity, or by the discretion of any court of competent jurisdiction in awarding equitable remedies, regardless of whether such enforcement is considered in a proceeding in equity or at law and (D) is in full force and effect. All the terms, provisions, agreements and conditions set forth in the Loan Documents and required to be performed or complied with by Borrower, Parent Guarantor or the Subsidiary Guarantors have been performed or complied with and no Default or breach of any covenant by any such Person exists thereunder.

5.3 No Conflict; Government Consent. Neither the execution and delivery by Borrower, Parent Guarantor and the Subsidiary Guarantors of the Loan Documents to which any of them is a party, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on any such Person or (ii) such Person's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or limited liability company operating agreement, as the case may be, or (iii) the provisions of any indenture, instrument or agreement to which such Person is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the property of such Person pursuant to the terms of any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by Borrower, Parent Guarantor or the

Subsidiary Guarantors, is required to be obtained by any of them in connection with the execution and delivery of the Loan Documents, the borrowings under this Agreement, the payment and performance by Borrower, Parent Guarantor and the Subsidiary Guarantors of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents.

5.4 Financial Statements and Projections. The historical financial statements of Borrower, Parent Guarantor and the Subsidiary Guarantors heretofore delivered to the Lenders (a) in the case of Parent Guarantor, were prepared in accordance with generally accepted accounting principles in effect on the date such statements were prepared and (b) in the case of Borrower and the Subsidiary Guarantors, were not prepared in accordance with generally accepted accounting principles for presentation on a stand-alone basis, but were prepared in a manner customary for division reporting into a consolidated group in effect on the date such statements were prepared. All of the historical financial statements referred to in the preceding sentence fairly present the financial condition and operations of Borrower, Parent Guarantor and the Subsidiary Guarantors, as the case may be, at such date and the results of its operations for the period then ended. Since December 31, 2002 and through the Effective Date, there has been no material adverse change in the business, operations, property or condition (financial or otherwise) of Parent Guarantor's Subsidiaries (other than Borrower) taken as a whole or Parent Guarantor and its Subsidiaries taken as a whole, or Borrower. All financial projections with respect to Borrower, Parent Guarantor and the Subsidiary Guarantors heretofore delivered to Lenders, including, without limitation, financial projections for the Opryland Hotel Florida represent reasonable estimates of future performance and financial condition, subject to uncertainties and approximations inherent in the making of any financial projections and without assurance that the projected performance and financial condition actually will be achieved.

5.5 Intentionally Reserved.

5.6 Taxes. Borrower, Parent Guarantor and the Subsidiary Guarantors have filed all United States federal tax returns and all other tax returns which are required to be filed and for which the due date (including extensions) has occurred and has paid all taxes due and payable pursuant to said returns. All taxes (including real estate taxes), assessments, fees and other charges of Governmental Authorities upon or relating to Borrower's, Parent Guarantor's or any Subsidiary Guarantor's assets (including the Opryland Hotel Florida), receipts, sales, use, payroll, employment, income, licenses and franchises which are due and payable have been paid, except to the extent such taxes, assessments, fees and other charges of Governmental Authorities are being contested in good faith by an appropriate proceeding diligently pursued with the security delivered as and to the extent required by the terms of Section 6.5. Borrower has no knowledge of any proposed tax assessment against Borrower, Parent Guarantor or any Subsidiary Guarantor, or the Opryland Hotel Florida that will have or is reasonably likely to have a Material Adverse Effect. No tax liens have been filed and no claims are being asserted with respect to any such Taxes. Borrower qualifies for partnership pass-through entity treatment under United States federal tax law.

5.7 Litigation and Contingent Obligations. Except as otherwise described on Schedule 5.7, there is, as of the date

hereof, no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers, threatened (a) against or affecting Borrower, Parent Guarantor or any Subsidiary Guarantor or other Subsidiary of Parent Guarantor or any of their respective Properties or (b) which seeks to prevent, enjoin or delay the making of any Advances. Except as otherwise described on Schedule 5.7, none of Borrower, Parent Guarantor, the Subsidiary Guarantors or other Subsidiaries of Parent Guarantor has any material Contingent Obligations not provided for or disclosed in the financial statements referred to in Section 5.4. The aggregate maximum amount of Parent Guarantor's obligations under the Hockey Club Guaranty is $15,000,000.00.

5.8 Subsidiaries. (a) As of the date hereof, Parent Guarantor has no Subsidiaries other than as shown on the ownership chart attached hereto as Schedule 5.1. The percentage numbers shown on the chart attached hereto as Schedule 5.1 indicate the percentage of Parent Guarantor's ownership in entities in which Parent Guarantor owns, directly or indirectly, less than one hundred percent of all ownership interests. The state or country of formation of each entity on such chart is correctly shown thereon.

(b) Country Music Television International, Inc. is a defunct or "shell" company with no material assets.

(c) Oklahoma City Athletic Club, Inc. is an indirect Subsidiary of Parent Guarantor that is a party to franchise agreements with major league baseball and the Pacific Coast Baseball League, both of which prohibit incurring Contingent Obligations on behalf of affiliates or subsidiaries for debt that is not directly related to baseball operations.

5.9 Affiliate Contracts. Other than as disclosed on Schedule 5.9, there are no material contracts or other agreements between Borrower or Parent Guarantor and any Affiliate of such parties in effect with respect to the Opryland Hotel Florida or any part thereof.

5.10 Accuracy of Information. No written or documentary information, exhibit or report furnished by or on behalf of Borrower, Parent Guarantor and the Subsidiary Guarantors to the Administrative Agent or to any Lender in connection with the syndication of the Revolving Loan Commitments and the Loans, or the negotiation of, or compliance with, the Loan Documents, contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading.

5.11 Margin Regulations. No part of the proceeds of the Loans will be used to purchase or carry any margin stock (as defined in Regulation U) or to extend credit for the purpose of purchasing or carrying any margin stock. Neither the making of the Loans nor the use of the proceeds thereof will violate or be inconsistent with the provisions of Regulation T, Regulation U or Regulation X.

5.12 Material Agreements. Neither Borrower, Parent Guarantor nor any Subsidiary Guarantor is a party to any agreement or instrument or subject to any charter or other corporate or company restriction which could

reasonably be expected to have a Material Adverse Effect. Neither Borrower, Parent Guarantor nor any Subsidiary Guarantor is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in (i) any agreement to which it is a party, which default could reasonably be expected to have a Material Adverse Effect or (ii) any agreement or instrument evidencing or governing Indebtedness.

5.13 Compliance With Laws. Except where any failure to comply would not have a material adverse effect on the business, operations, property, condition (financial or otherwise) or prospects of any of them, Borrower, Parent Guarantor and each of the Subsidiary Guarantors have complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property, and except as otherwise described on Schedule 5.13, neither Borrower, Parent Guarantor nor any of Parent Guarantor's Subsidiaries nor the Opryland Hotel Florida is subject to or in default with respect to any final judgment, writ, injunction, restraining order or order of any nature, decree, rule or regulation of any court or Governmental Authority.

5.14 Ownership of Certain Properties. (a) Parent Guarantor owns, directly or indirectly 100% of all ownership interests in Borrower. Borrower has good, insurable (at normal rates) leasehold title to the Opryland Hotel Florida. The Opryland Hotel Florida and all assets and Property constituting Collateral are free and clear of all Liens and rights of others and any underlying easements, covenants, conditions, and other encumbrances, except Liens securing the Secured Obligations and Customary Permitted Liens. Except as otherwise described in Schedule 5.14, all Property owned by, leased to or used by Borrower is in good operating condition and repair, ordinary wear and tear excepted, is free and clear of any known defects except such defects as do not substantially interfere with the continued use thereof in the conduct of normal operations, and is able to serve the function for which it is currently being used. Neither this Agreement nor any other Loan Document, nor any transaction contemplated under any such agreement, will affect any right, title or interest of Borrower in and to any of such Property (other than Liens in favor of the Administrative Agent). The Opryland Hotel Florida is taxed separately without regard to any other Property. The Opryland Hotel Florida may be mortgaged, conveyed and operated as a parcel separate and independent from any other Real Property, subject only to Customary Permitted Liens.

(b) Parent Guarantor owns, directly or indirectly, 100% of all ownership interests in OHTLP and OHN, which are the fee owners, respectively, of the Texas Project and Opryland Hotel Nashville.

5.15 Plan Assets; Prohibited Transactions; ERISA. Neither Borrower, Parent Guarantor nor any of its Subsidiaries is an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. Section 2510.3-101 of an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Code), and neither the execution of this Agreement nor the making of Advances hereunder gives rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code. Except as

set forth on Schedule 5.15, neither Borrower, Parent Guarantor nor any of Parent Guarantor's Subsidiaries is or shall while any Advances are outstanding be or become (A) obligated to make any contributions to, or incur any liability on account of any funding deficiency (as defined in Section 302(a)(2) of ERISA and Section 412(a) of the Code) with respect to, any employee pension benefit plan qualified under Section 401(a) of the Code, (B) party to or otherwise obligated to make any payments under any agreement relating to any such plan, or (C) obligated to make any payments under Title IV of ERISA.

5.16 Environmental Matters. Except as disclosed on Schedule 5.16:

(i) the operations of Borrower and the Opryland Hotel Florida comply, and to Borrower's knowledge and Parent Guarantor's knowledge, the operations of all prior owners of the Opryland Hotel Florida have complied, in all respects with all applicable Environmental Laws except as otherwise set forth in the Environmental Report;

(ii) all environmental, health and safety Permits necessary for the operation of the Opryland Hotel Florida have been obtained, and all such Permits are in good standing and Borrower is currently in compliance with all terms and conditions of such Permits;

(iii) neither Borrower, Parent Guarantor nor the Opryland Hotel Florida is subject to or, to the knowledge of Borrower and Parent Guarantor, is the subject of, any investigation, judicial or administrative proceeding, order, judgment, decree, dispute, negotiations, agreement or settlement respecting (1) any Environmental Laws, (2) any Remedial Action, (3) any Claims or Liabilities and Costs arising from the Release or threatened Release of a Contaminant into the environment or (4) any violation of or liability under any Environmental Laws;

(iv) except as expressly disclosed in the Environmental Report, neither Borrower, Parent Guarantor, nor, to the best of the knowledge of Borrower and Parent Guarantor, any other Person, has filed any notice under any applicable Requirement of Law with respect to the Opryland Hotel Florida (1) reporting a Release of a Contaminant; (2) indicating past or present treatment, storage or disposal of a hazardous waste, as that term is defined under 40 C.F.R. Part 261 or any state equivalent or (3) reporting a violation of any applicable Environmental Laws;

(v) The Opryland Hotel Florida is not listed or proposed for listing on the National Priorities List ("NPL") pursuant to CERCLA or on the Comprehensive Environmental Response Compensation Liability Information System List ("CERCLIS") or any similar state list of sites requiring Remedial Action;

(vi) neither Borrower, Parent Guarantor nor any other Person (in connection with the Opryland Hotel Florida) has sent or directly arranged for the transport of any waste to any site listed or proposed for listing on the NPL, CERCLIS or any similar state list;

(vii) except as expressly disclosed in the Environmental Report, there is not now, nor, to Borrower's knowledge and Parent Guarantor's knowledge, has there ever been on the Opryland Hotel Florida (1) any treatment, recycling, storage or disposal of any hazardous

waste, as that term is defined under 40 C.F.R. Part 261 or any state equivalent; (2) any landfill, waste pile, underground storage tank or surface impoundment; (3) any asbestos-containing material or (4) any polychlorinated biphenyls (PCB) used in hydraulic oils, electrical transformers or other equipment;

(viii) neither Borrower, Parent Guarantor, nor, to the knowledge of Borrower and Parent Guarantor, any other Person has received any notice or Claim to the effect that it is or may be liable to any Person as a result of the Release or threatened Release of a Contaminant into the environment in connection with the Opryland Hotel Florida;

(ix) no Environmental Lien has attached to the Opryland Hotel Florida;

(x) the Opryland Hotel Florida is not subject to any Environmental Property Transfer Act, or to the extent such acts are applicable to the Opryland Hotel Florida, Borrower and/or Parent Guarantor has fully complied with the requirements of such acts;

(xi) no underground storage tanks are located at the Opryland Hotel Florida; and

(xii) except as expressly disclosed in the Environmental Report, no asbestos or asbestos-containing materials are located on, at or in the Opryland Hotel Florida.

5.17 Investment Company Act. Neither Borrower, Parent Guarantor nor any of Parent Guarantor's Subsidiaries is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

5.18 Public Utility Holding Company Act. Neither Borrower, Parent Guarantor nor any of Parent Guarantor's Subsidiaries is a "holding company" or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

5.19 Solvency. (a) Immediately after the consummation of the transactions to occur on the Effective Date, and except as set forth on Exhibit 5.19 with respect to certain Subsidiaries that are not Subsidiary Guarantors, (a) the fair value of the assets of Borrower, Parent Guarantor and Parent Guarantor's other Subsidiaries at a fair valuation, in each case will exceed the debts and liabilities, subordinated, contingent or otherwise, of such entity; (b) the present fair saleable value of the Property of each of Borrower, Parent Guarantor and Parent Guarantor's other Subsidiaries, in each case will be greater than the amount that will be required to pay the probable liability of such entity on its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) Borrower, Parent Guarantor and Parent Guarantor's other Subsidiaries will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) Borrower, Parent Guarantor and Parent Guarantor's other Subsidiaries will not have unreasonably small capital with which to conduct the businesses in which it is engaged as such businesses are now conducted and are proposed to be conducted after the Effective Date.

(b) Neither Borrower, Parent Guarantor nor any of Parent Guarantor's Subsidiaries intends to, or believes that it will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing of and amounts of cash to be received by it and the timing of the amounts of cash to be payable on or in respect of its Indebtedness.

5.20 Permits, Zoning, Government Approvals, Trademarks, Etc. (a) The proposed uses of the Opryland Hotel Florida do not violate any Requirements of Law in any material respect. Borrower owns or has all Permits and other Governmental Approvals or has rights to use all trademarks, trade names, copyrights, technology, know-how and processes used in or necessary for the operation of the Opryland Hotel Florida. No claims are pending and neither Borrower, nor to Borrower's knowledge and Parent Guarantor's knowledge, any other Person, has received written notice of any threatened claim, in either case, asserting that either Borrower, Parent Guarantor or any of Parent Guarantor's Subsidiaries or Affiliates (or such other Person) is infringing or otherwise adversely affecting the rights of any Person in any material respect with respect to such Permits and other Governmental Approvals, trademarks, trade names, copyrights, technology, know-how and processes. Neither the zoning or land use classification, nor any other Permit for or relating to the Opryland Hotel Florida is to any extent dependent upon or related to any Property other than the Property comprising the Opryland Hotel Florida.

(b) There have not been and there are no pending proceedings or actions to revoke, attack, invalidate, rescind, or modify the zoning or land use classification of the Opryland Hotel Florida or any part thereof (except as set forth in Schedule 5.20(b)) or any Permits heretofore issued with respect thereto, or asserting that such zoning, land use classification or Permits do not permit the ownership, operation or use of the Opryland Hotel Florida as a first class hotel and convention center with associated facilities and, to the best of Borrower's knowledge and Parent Guarantor's knowledge, no facts exist which would reasonably be expected to result in the denial, disapproval or revocation of any Governmental Approvals or Permits necessary to operate the Opryland Hotel Florida or any other Property.

5.21 Intentionally Reserved.

5.22 Leasehold Matters. Except as set forth on Schedule 5.22, (a) there are no Leases or other arrangements for occupancy of space within the Opryland Hotel Florida except for Leases entered into in accordance with Section 6.34 and (b) there are no Persons (excluding guests and invitees) in possession of all or any part of the Opryland Hotel Florida other than as permitted under Leases entered into in accordance with Section 6.34. Borrower is not in default in any material respect under any Lease. Borrower has delivered to the Administrative Agent true and complete copies of all Leases entered into as of the date hereof.

5.23 Ground Lease Matters.

(a) The Florida Hotel Ground Lease is in full force and effect, unmodified by any writing or otherwise, and Borrower has not waived, canceled or surrendered any of its respective rights thereunder, nor has Borrower made any election or exercised any option thereunder. To

the knowledge of Borrower and Parent Guarantor, the Florida Master Lease is in full force and effect and unmodified by any writing or otherwise.

(b) All rent, additional rent, percentage rent and/or other charges reserved in or payable under the Florida Hotel Ground Lease have been paid to the extent that they are payable to the date hereof.

(c) Borrower has not delivered or received any notice of default under the Florida Hotel Ground Lease and Borrower is not in default under any of the terms of the Florida Hotel Ground Lease, and there are no circumstances which, with either the passage of time or the giving of notice, or both, would constitute a default by Borrower under the Florida Hotel Ground Lease.

(d) To Borrower's knowledge as of the date hereof, (i) neither the Florida Master Lessor nor the Florida Ground Lessor is in default under any of the terms of either the Florida Master Ground Lease or the Florida Hotel Ground Lease on its part to be observed and/or performed, and (ii) there are no circumstances which, with the passage of time or the giving of notice, or both, would constitute a default by either the Florida Master Lessor or the Florida Ground Lessor under either the Florida Master Ground Lease or the Florida Hotel Ground Lease.

(e) Borrower has delivered to Lender a true, accurate and complete copy of each of the Ground Leases, together with all amendments, renewals and other modifications thereto.

(f) There are no adverse claims to Borrower's title to or possession of the leasehold estate created by the Florida Hotel Ground Lease.

5.24 Casualty; Condemnation Except for any Non-Material Casualty, neither the Opryland Hotel Florida nor any portion thereof is materially affected by any fire, explosion, accident, drought, storm, hail, earthquake, embargo, act of God or other casualty. Except for any Non-Material Condemnation, no condemnation of the Opryland Hotel Florida (nor any roadways abutting thereto) or any portion thereof is pending, nor has Borrower received any written notice of any potential condemnation by any Governmental Authority.

5.25 Intentionally Reserved.

5.26 Brokerage Fees. No brokerage fees or commissions are payable by or to any Person with whom either Borrower, Parent Guarantor or any Subsidiary Guarantor has dealt in connection with this Agreement or the Loans.

5.27 Personal Property. All furnishings, equipment and other tangible personal property necessary for the efficient use and operation of the Opryland Hotel Florida are in substantially good condition and repair, are free from Liens (other than the Customary Permitted Liens) and are usable for their intended purposes.

5.28 Incentive Agreements. Borrower has furnished to the Administrative Agent true, complete and correct copies of the Incentive Agreements, which Agreements are unmodified and in full force and effect. Borrower

acknowledges and agrees that it will not cause, permit or agree to any material amendment to the Incentive Agreements without the prior consent of the Administrative Agent, which shall not be unreasonably withheld or delayed.

5.29 SAILS Forward Exchange Contracts. Parent Guarantor has furnished to the Administrative Agent true, complete and correct copies of the SAILS Forward Exchange Contracts, which remain unmodified and in full force and effect.

ARTICLE VI

COVENANTS

During the term of this Agreement, unless the Majority Lenders shall otherwise consent in writing, Borrower and Parent Guarantor each covenant and agree as follows:

6.1 Financial Reporting. Borrower and Parent Guarantor will each maintain for itself a system of accounting established and administered in accordance with generally accepted accounting principles, and furnish to the Administrative Agent for distribution to the Lenders:

(i) As soon as available and in any event within 90 days after the close of each of its Fiscal Years, an unqualified audit report, certified by Ernst & Young or another "big four" accounting firm, prepared in accordance with Agreement Accounting Principles for Parent Guarantor (which shall, in any event, include balance sheets as of the end of such period, related profit and loss and reconciliation of surplus statements, and a statement of cash flows).

(ii) As soon as available and in any event, within 45 days after the close of each of its Fiscal Quarters, unaudited financial reports, prepared in accordance with Agreement Accounting Principles for Parent Guarantor (which shall, in any event, include balance sheets as of the end of such period, related profit and loss statements, and a statement of cash flows).

(iii) The annual operating and capital budget for Parent Guarantor, on a consolidated basis, for each Fiscal Year, in each case provided not later than 60 days after the commencement of such Fiscal Year during the term of this Agreement.

(iv) The annual operating and capital budget for the Opryland Hotel Florida, for each Fiscal Year, in each case provided not later than 60 days after the commencement of such Fiscal Year during the term of this Agreement.

(v) Within 30 days after the close of each month end an unaudited operating statement for the Opryland Hotel Florida for such month.

(vi) Within 45 days after the close of each Fiscal Quarter after Substantial Completion an unaudited operating statement for the Texas Project for such quarter.

(vii) Within 45 days after the close of each Fiscal Quarter an unaudited operating statement for Opryland Nashville for such quarter.

(viii) As soon as available and in any event within 45 days after the close of each Fiscal Quarter and 90 days after the close of each Fiscal Year, a compliance certificate for Borrower and Parent Guarantor in substantially the form of Exhibit E signed by an Authorized Officer, (1) showing the calculations necessary to determine compliance with this Agreement, including those covenants set forth in Section 6.25 and (2) stating that to such Authorized Officer's knowledge, no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof.

(ix) Promptly upon the occurrence of any of the following, and in all events within 10 Business Days after any such occurrence, written notice of the following:

(a) receipt by either Borrower, Parent Guarantor, any Property Manager or a Person responsible for the environmental matters at the Opryland Hotel Florida of a notice or claim to the effect that either Borrower, Parent Guarantor, any Subsidiary of Parent Guarantor or any Property Manager is or may be liable to any Person as a result of the Release or threatened Release of any Contaminant into the environment;

(b) receipt by either Borrower, Parent Guarantor, any Property Manager or a Person responsible for the environmental matters at the Opryland Hotel Florida of a notice that either Borrower, Parent Guarantor or any Property Manager or any portion of the Opryland Hotel Florida is subject to investigation by any Governmental Authority evaluating whether any Remedial Action is needed to respond to the Release or threatened Release of any Contaminant into the environment at or from the Opryland Hotel Florida;

(c) receipt by either Borrower, Parent Guarantor, any Property Manager or a Person responsible for the environmental matters at the Opryland Hotel Florida of a notice that the Opryland Hotel Florida is subject to an Environmental Lien;

(d) receipt by either Borrower, Parent Guarantor, any Property Manager or a Person responsible for the environmental matters at the Opryland Hotel Florida of a notice of a material violation of any Environmental Laws with respect to the Opryland Hotel Florida;

(e) any condition which might reasonably be expected to result in a material violation of any Environmental Laws by either Borrower, Parent Guarantor or any Property Manager or with respect to the Opryland Hotel Florida; or

(f) commencement or written threat of which either Borrower, Parent Guarantor or any Property Manager has knowledge of any judicial or administrative proceeding alleging a violation of any Environmental Laws by either Borrower, Parent Guarantor or any Property Manager or with respect to the Opryland Hotel Florida.

(x) (a) Promptly upon either Borrower or Parent Guarantor obtaining knowledge of the institution of, or written threat of, any action, suit, proceeding, governmental investigation or arbitration against or affecting either Borrower, Parent Guarantor, any Property Manager or the Opryland Hotel Florida other than any Ordinary Course Claim, written notice thereof and such other information as may be reasonably available to enable each Lender and the Administrative Agent and its counsel to evaluate such matters; (b) as soon as practicable and in

any event within 45 days after the end of each Fiscal Quarter, a written quarterly report covering the institution of any action, suit, proceeding, governmental investigation or arbitration (not previously reported) against or affecting either Borrower, Parent Guarantor, any Property Manager or the Opryland Hotel Florida (including, without limitation, all Ordinary Course Claims), containing such information as may be reasonably available to enable the Administrative Agent and its counsel to evaluate such matters; and (c) in addition to the requirements set forth in clauses (a) and (b) above, upon request of the Administrative Agent, prompt written notice of the status of any action, suit, proceeding, governmental investigation or arbitration covered by a report delivered pursuant to clause (a) above, including such information as may be reasonably available to it to enable each Lender and the Administrative Agent and its counsel to evaluate such matters. For purposes hereof, an "Ordinary Course Claim" shall mean a claim for which is fully covered by either Borrower's or any Property Manager's insurance (with the exception of permitted deductibles hereunder) and which neither alleges damages in excess of $500,000 nor seeks to enjoin development, construction, use or operation of the Opryland Hotel Florida.

(xi) Promptly upon either Borrower's or Parent Guarantor's learning thereof, written notice of any labor dispute to which either Borrower, Parent Guarantor or any Subsidiary Guarantor may become a party (including any strikes, lockouts or other disputes relating to the Opryland Hotel Florida).

(xii) Copies of any reports on form 8K filed with the Securities Exchange Commission, upon filing same.

(xiii) Prompt written notice upon the occurrence of any Property Award Event, given in any event within 10 days after the occurrence thereof.

(xiv) Such other non-proprietary information (including non-financial information) as the Administrative Agent or any Lender may from time to time reasonably request.

6.2 Use of Proceeds. Borrower will use the proceeds of any Revolving Loan Advance and any Swingline Loan Advance for general corporate purposes. Borrower and/or Parent Guarantor will not use any of the proceeds of the Advances to purchase or carry any "margin stock" (as defined in Regulation U) or in any manner in violation of any other regulation of the Board of the Federal Reserve System.

6.3 Notice of Default. Borrower and Parent Guarantor will give prompt notice in writing to the Lenders of the occurrence of any Default or Unmatured Default of which they have knowledge and of any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business; Corporate Existence. Borrower and Parent Guarantor shall (and Parent Guarantor shall cause all of the Subsidiary Guarantors to) (a) maintain in all material respects their Properties (including the Opryland Hotel Florida) in good, safe and insurable condition and repair, except ordinary wear and tear scheduled to be repaired in the ordinary course of

maintenance, (b) maintain all utilities, access rights, zoning, land use classification and necessary Permits for the Opryland Hotel Florida, (c) not permit, commit or suffer any waste or abandonment of the Opryland Hotel Florida, and (d) from time to time shall make or cause to be made all material repairs, renewal and replacements thereof, including any capital improvements which may be required to maintain the same in good condition and repair. Without any limitation on the foregoing, Borrower shall staff, maintain, insure and operate the Opryland Hotel Florida as a first class hotel and convention center. Borrower and Parent Guarantor will (and Parent Guarantor will cause each of the Subsidiary Guarantors to) do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

6.5 Taxes and Claims. Borrower and Parent Guarantor shall (and Parent Guarantor shall cause each Subsidiary of Parent Guarantor to) timely file (subject to lawful extension of filing date requirements) complete and correct United States federal and applicable foreign, state and local tax returns required by law (it being understood that such filings may be in the form of consolidated returns). Borrower will qualify for pass-through entity treatment under United States federal tax law. Borrower Parent Guarantor and all other Subsidiaries of Parent Guarantor shall pay (i) all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, transit taxes, taxes based on the receipt of rent and other governmental charges imposed upon it or on any of its Property or assets or in respect of any of its franchises, licenses, receipts, sales, use, payroll, employment, business, income or Property before any penalty or interest accrues thereon and (ii) all Claims (including claims for labor, services, materials and supplies) for sums which have become due and payable and which by law have or may become a Lien, prior to the time when any penalty or fine shall be incurred with respect thereto. Borrower and/or Parent Guarantor shall provide copies of property tax bills and other invoices and evidence of payment of property taxes with respect to the Opryland Hotel Florida, within thirty (30) days following such payment. Notwithstanding the foregoing, no such taxes, assessments, fees and governmental charges referred to in clause (i) above or Claims referred to in clause (ii) above need be paid (unless payment under protest is required by applicable Requirements of Law in connection with a contest) if (A) being contested in good faith by appropriate proceedings diligently instituted and conducted, (B) a reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor and (C) with respect to Liens on Collateral, Borrower and/or Parent Guarantor shall have deposited with the Administrative Agent security in an amount and of a kind reasonably satisfactory to the Administrative Agent during the pendency of such appropriate proceedings. Notwithstanding the foregoing, if Borrower and/or Parent Guarantor (1) shall fail to discharge or cause to be discharged within sixty (60) days after the imposition thereof (but in any event before the same is reasonably likely to result in either (A) the Property being sold, forfeited or lost or (B) the Lien in favor of the Administrative Agent for the benefit of the Lenders and other Holders of Secured Obligations being impaired) any such Lien for taxes, assessments or other governmental charges or claims filed or otherwise asserted with respect to any portion of the Opryland Hotel Florida, or (2) shall fail to contest any of the foregoing and give security therefor within the time period specified in the preceding clause (1) or, having commenced to contest the same, and having given such security within such time period, shall thereafter fail to prosecute such contest in good faith and with due diligence, or fail to maintain

such security for its full amount, or (3) upon adverse conclusion of any such contest, shall fail to cause any judgment or decree to be satisfied and such Lien to be released, then, and in any such event, the Administrative Agent may (but shall not be required to) at its election, (x) procure the release and discharge of any such Lien and any judgment or decree thereon, without inquiring into or investigating the amount, validity or enforceability of such Lien and (y) effect any settlement or compromise of the same, or furnish security or indemnity to the Title Insurer, and any amounts so expended by the Administrative Agent, including premiums paid or security furnished in connection with the issuance of any surety company bonds, shall be deemed to constitute additional Obligations and shall be secured by the Collateral.

6.6 Insurance. (a) Borrower and Parent Guarantor will maintain, and Parent Guarantor will cause all of its Subsidiaries and the Subsidiary Guarantors to maintain, with financially sound and reputable insurance companies, insurance coverages in such amounts and covering such risks as is consistent with sound business practice, and Borrower and Parent Guarantor will furnish to any Lender upon request full information as to the insurance carried by Borrower, Parent Guarantor and all such Persons. Without limitation of the foregoing, Borrower and Parent Guarantor shall comply with the provisions and maintain the insurance coverages set forth below, such coverage to be evidenced by copies of insurance certificates. Borrower, Parent Guarantor and any Property Manager shall obtain and maintain Workers Compensation and Disability insurance as required by law covering Borrower, Parent Guarantor and any Property Manager.

(b) The following insurance coverages shall be required at all times for the Opryland Hotel Florida:

(1) Property insurance shall be required, insuring against loss customarily included under standard so-called "all risk" policies including flood, earthquake, vandalism, and malicious mischief, boiler and machinery, and such other insurable hazards as, under good insurance practices, from time to time are insured against for other property and buildings similar to the Opryland Hotel Florida in nature, use, location, height, and type of construction. Such insurance policy shall also insure costs of demolition and increased cost of construction (which insurance may contain a sublimit for demolition and increased cost of construction of not less than $5,000,000), and for operation of building laws for the policy limit to the extent available at commercially reasonable terms, but in any event for a sublimit of not less than twenty-five percent (25%) of the full insurable value of the Opryland Hotel Florida. The amount of such insurance shall be not less than one hundred percent (100%) of the replacement cost value of the Improvements (exclusive of excavation and foundation costs). Flood insurance shall be procured in an amount not less than $30,000,000 and shall include a sublimit of not less than $500,000 coverage for improvements to landscaping, to the extent such coverage is available under standard policies at commercially reasonable terms. Earthquake limits of liability shall be not less than $5,000,000 or such greater amount as is customarily carried by operators of similar high quality lodging facilities in the same geographic region. Each such insurance policy shall contain an agreed amount or replacement cost endorsement. The insurance policies shall be endorsed to also provide guaranteed building replacement cost to the Improvements (exclusive of excavation and foundation costs). All policy deductibles shall be in amounts as

commonly carried by operators of similar high-quality facilities in the same geographic region and reasonably approved by Administrative Agent.

(2) Business interruption insurance shall be required in an amount that equals not less than 6 months projected Net Operating Income and payment of debt service on the Loans, and be endorsed to provide a 180-day Extended Period of Indemnity, or at least 90 days if coverage for 180 days is not available at commercially reasonable terms. The Administrative Agent shall be named as Loss Payee as respects this coverage.

(3) Borrower, Parent Guarantor and any Property Manager shall obtain and maintain General Public Liability insurance, including, without limitation, Commercial General Liability insurance; Owned, Hired and Non Owned Auto Liability, and Umbrella Liability coverage for Personal Injury, Bodily Injury, Death, Accident and Property Damage, providing in combination no less than $100,000,000 per occurrence and in the annual aggregate, including, but not limited to, coverage for elevators, escalators, independent contractors, Contractual Liability (covering, to the maximum extent permitted by law, Borrower's and Parent Guarantor's obligation to indemnify the Administrative Agent and Lenders as required under this Agreement), Products and Completed Operations Liability coverage.

(4) Workers Compensation and Disability insurance as required by law.

(5) Such other types and amounts of insurance with respect to the Opryland Hotel Florida and the operation thereof which are commonly maintained in the case of other property and buildings similar to the Opryland Hotel Florida in nature, use, location, height, and type of construction, as may from time to time be reasonably required by the Administrative Agent.

(c) To the extent the "all risk" property coverages required to be maintained by the foregoing provisions of this Section 6.6 do not cover acts of terrorism, Borrower shall obtain separate terrorism coverage for the Opryland Hotel Florida in such amounts as are being obtained at such time by companies of established repute and engaged in the same or similar business, provided that such coverage shall not be required (x) to exceed the aggregate amount of the Revolving Loan Commitment and (y) to the extent that it is not commercially available on commercially reasonable terms. All insurance policies (excluding policies in excess of $50,000,000) required hereunder shall be issued by an insurer or insurers with an A.M. Best rating of A-VIII or better, and all primary carriers will be licensed to do business in the State of Florida, and reasonably acceptable to the Administrative Agent. The Property, Boiler and Machinery insurance policies shall also name the Administrative Agent and Lenders under a standard mortgagee clause or an equivalent endorsement satisfactory to the mortgagee and shall be otherwise reasonably satisfactory to the Administrative Agent in form and content. Business interruption insurance shall name the Administrative Agent as Loss Payee. All Property insurance policies also shall include a co-insurance waiver and Agreed Amount Endorsement. The amount of any deductible under any insurance policy must be consistent with similar projects managed by Parent Guarantor or any of its Subsidiaries. Without the Administrative Agent's prior written consent, neither Borrower, Parent Guarantor nor any Property Manager shall carry separate or additional insurance coverage covering the Improvements concurrent in

form or contributing in the event of loss with that required by this Agreement and the other Loan Documents. The Administrative Agent, on reasonable prior notice to Parent Guarantor, may examine the insurance policies (whether in the possession of Borrower, Parent Guarantor or an Affiliate of either) during business hours.

(d) Borrower, Parent Guarantor and any Property Manager shall pay the premiums for the insurance policies required hereunder as the same become due and payable. Borrower, Parent Guarantor and any Property Manager shall deliver to the Administrative Agent certificates of the insurance policies (on forms acceptable to the Administrative Agent) required to be maintained pursuant to this Agreement provided, however, the Administrative Agent and Lenders shall not be deemed by reason of the custody of such certificates to have knowledge of the contents thereof. Borrower and Parent Guarantor also shall deliver to the Administrative Agent, within ten (10) days of the Administrative Agent's request, a certificate of Borrower and Parent Guarantor or their insurance agent setting forth the particulars as to all such insurance policies. Prior to the expiration date of each of the insurance policies Borrower shall deliver to the Administrative Agent a certificate of insurance evidencing renewal of coverage as required herein.

(e) Each insurance certificate required hereunder shall contain a provision whereby the insurer (i) agrees that such policy shall not be canceled, terminated or reduced in coverage or limits below the coverage and limits of insurance required by this Agreement, without in each case, at least thirty (30) days' prior written notice to the Administrative Agent, (ii) waives any right to claim any premiums and commissions against the Administrative Agent or any Lender, provided that the policy need not waive the requirement that the premium be paid in order for a claim to be paid to the insured and (iii) provides that the Administrative Agent is permitted to make payments to effect the continuation of such policy upon notice of cancellation due to non-payment of premiums. In the event any insurance policy (except for general public, automobile and other liability and Workers Compensation insurance or any other similar policies) shall contain breach of warranty provisions, such policy shall provide that with respect to the interest of the Administrative Agent and Lenders, such insurance policy shall not be invalidated by and shall insure the Administrative Agent and Lenders regardless of (A) any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured, (B) the occupancy or use of the premises for purposes more hazardous than permitted by the terms thereof, or (C) any foreclosure or other action or proceeding taken by the Administrative Agent pursuant to any provision of the Mortgage or any of the Loan Documents.

(f) Any insurance maintained pursuant to this Agreement may be evidenced by blanket insurance policies covering the Opryland Hotel Florida and other properties or assets of Borrower, Parent Guarantor and any Property Manager or their affiliates, provided that any such policy shall in all other respects substantially fulfill the requirements of this section.

(g) Notwithstanding anything to the contrary contained herein, if at any time the Administrative Agent is not in receipt of written evidence that all insurance required hereunder is maintained in full force and effect, the Administrative Agent shall have the right (but not the obligation), upon ten (10) days' prior written notice to Borrower or Parent Guarantor (or such lesser notice as may be necessary to prevent the lapse of insurance coverage), to take

such action as the Administrative Agent deems necessary to protect its interests in the Opryland Hotel Florida, including, without limitation, the obtaining of such insurance coverage as the Administrative Agent deems appropriate, and all expenses incurred by the Administrative Agent in connection with such action will be paid by Borrower or Parent Guarantor on demand.

6.7 Compliance with Laws. Borrower and Parent Guarantor shall, and Parent Guarantor shall cause all of its Subsidiaries to, (a) comply in all material respects with all Requirements of Law and all restrictive covenants affecting their respective businesses, Properties, assets and operations, and (b) obtain and maintain as needed all Permits necessary for their operations and maintain such Permits in good standing. Without limiting the foregoing, Borrower and Parent Guarantor shall comply in all respects with all Environmental Laws with respect to the Opryland Hotel Florida and shall not suffer or permit the Release or disposal of Contaminants at the Opryland Hotel Florida in any manner that, in any single instance or in the aggregate, would violate Environmental Laws.

6.8 Alterations. Neither Borrower nor Parent Guarantor shall, without the prior written consent of Administrative Agent, make, suffer or permit any structural alterations to the Opryland Hotel Florida (other than as contemplated by the Approved FF&E Budget of Borrower) having a cost in excess of $2,000,000.00 in any Fiscal Year.

6.9 Inspections; Books and Records.

(a) The Administrative Agent, and any authorized representative(s) designated by the Administrative Agent, shall have the right at all reasonable times on reasonable notice (and (i) for so long as no Default exists, at Borrower's and Parent Guarantor's expense, provided that such inspections and examinations do not take place more often than annually, and otherwise at the expense of the Lenders and (ii) from and after the occurrence of a Default, at Borrower's and Parent Guarantor's expense) and any other Lender shall have the right at its own expense: (i) to enter upon and inspect the Properties of Borrower, Parent Guarantor and the Subsidiary Guarantors (including the Opryland Hotel Florida and the Texas Project), as part of the Administrative Agent's general oversight (both prior to and after Substantial Completion); and (ii) to examine, copy and make extracts of the books, records, accounting data and other documents of Borrower, Parent Guarantor, any Property Manager and the Subsidiary Guarantors, whether or not the same relate in any way to the Opryland Hotel Florida or the Texas Project, all of which shall be made available promptly upon the Administrative Agent's written demand therefor (including in connection with environmental compliance, hazard or liability), and to discuss Borrower's, Parent Guarantor's, the Subsidiary Guarantors' and other Subsidiaries' and any Property Manager's affairs, finances and accounts, including, but not limited to, matters relating to the Opryland Hotel Florida and the Texas Project, with their respective executive officers, as applicable, all upon reasonable notice and at such reasonable times during normal business hours, as often as may be reasonably requested. At the request of the Administrative Agent, Borrower and Parent Guarantor shall furnish convenient facilities for the purposes of conducting such investigations and examinations. It is expressly understood and agreed that the Administrative Agent shall have no duty to supervise or to inspect the Opryland Hotel Florida or the Texas Project (or any other Property) or any books

and records, that any such inspection shall be for the sole purposes of determining whether or not the obligations of Borrower and Parent Guarantor under this Agreement are being properly discharged and of preserving the Administrative Agent's rights hereunder, and that the Administrative Agent's failure to inspect or examine any matter shall not constitute a waiver of any of the Lenders' rights hereunder. If the Administrative Agent or any other Lender should inspect the Texas Project or any books and records, neither the Administrative Agent nor any other Lender shall have any liability or obligation to Borrower, Parent Guarantor or any third party arising out of such inspection (other than any applicable obligation hereunder with respect to confidentiality) and none of Borrower, Parent Guarantor or any third party shall be entitled to rely upon such inspection or review. An inspection not followed by notice of default shall not constitute a waiver of any Unmatured Default or Default then existing, nor shall it constitute an acknowledgment or representation by the Administrative Agent or any other Lender that there has been or will be compliance with Laws or that the Texas Project is free from defective materials or workmanship. Neither the Administrative Agent nor any other Lender owes any duty of care to Borrower, Parent Guarantor or any third person to protect against, or inform Borrower, Parent Guarantor or any third person of the existence of, negligent, faulty, inadequate or defective design or construction of the Opryland Hotel Florida, the Texas Project or of any other Property.

(b) Borrower and Parent Guarantor shall keep and maintain, and Parent Guarantor shall cause the Subsidiary Guarantors and its other Subsidiaries to maintain (either individually or on a consolidated basis with Parent Guarantor), proper books of record and account in which entries in conformity with Agreement Accounting Principles shall be made of all dealings and transactions in relation to its businesses and activities. If a Default has occurred that is continuing, Borrower and Parent Guarantor, upon the Administrative Agent's request, shall turn over copies of any such records to the Administrative Agent or its representatives.

6.10 Completion of Texas Project. Parent Guarantor shall cause the Substantial Completion of the Texas Project to occur on or before June 30, 2004.

6.11 Amount of Title Policy. From time to time, within 30 days of Administrative Agent's request, Borrower shall cause the amount of the Mortgage Title Insurance Policy to be increased to an amount equal to the sum of the Aggregate Revolving Loan Commitment and the Administrative Agent's then current estimate of the aggregate amount of Secured Rate Management Obligations, provided that the Administrative Agent shall make such request only if its current estimate is at least $5,000,000.00 greater than such estimate as of the Effective Date or as of the date of its prior request, if any, under this Section 6.11.

6.12 Intentionally Reserved.

6.13 Distributions. Borrower and Parent Guarantor will not, and Parent Guarantor will not permit any of its Subsidiaries to, declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any shares of any class of

Capital Stock of Parent Guarantor or any such Subsidiary or any warrants or options to purchase any such Stock, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of Borrower, Parent Guarantor or any such Subsidiary (such declarations, payments, setting apart, purchases, redemptions, defeasances, retirements, acquisitions and distributions being herein called "Restricted Payments," except that any Subsidiary may declare and pay dividends to Borrower, Parent Guarantor or any Subsidiary Guarantor or, in the case of any Subsidiary that is wholly owned by any other Subsidiary, to such Subsidiary, provided that (i) neither Borrower nor any Subsidiary Guarantor shall make or declare any dividend, distribution or other payment to any Subsidiary that is not a Subsidiary Guarantor (or a direct or indirect Subsidiary of a Subsidiary Guarantor) and (ii) Borrower shall not make or declare any dividend, distribution or other payment to Parent Guarantor, or any Affiliate of Borrower or Parent Guarantor, for so long as any Default or Unmatured Default has occurred and is continuing.

6.14 Indebtedness. Neither Borrower nor Parent Guarantor will create, incur or suffer to exist any Indebtedness with respect to itself or any Subsidiary Guarantor or other Subsidiary of Parent Guarantor, except the following ("Permitted Debt"):

(a) The Loans and Borrower's other Obligations hereunder, and the Guaranty.

(b) Indebtedness of Borrower, Parent Guarantor or any Subsidiary Guarantor with respect to Secured Rate Management Transactions, provided that the aggregate Net Termination Value thereof, together with the aggregate Revolving Loan Commitment, shall not exceed $125,000,000.00 at any time.

(c) The Nashville Senior Loan, including any Permitted Refinancing thereof.

(d) The SAILS Forward Exchange Contracts.

(e) Unsecured payables incurred in the ordinary course of business, not in excess of $100,000,000.00 in the aggregate at any one time for all such Persons, and (except to the extent being actively disputed (x) with adequate reserves being maintained in respect thereof, (y) in good faith and (z) in the ordinary course of business) paid within 60 days of the date incurred.

(f) Equipment financings in the ordinary course of business and secured only by the equipment acquired with the proceeds thereof by Parent Guarantor and its Subsidiaries other than Borrower and not in excess, for all such Persons, in the aggregate at any one time, of $25,000,000.00 and by Borrower and not in excess, in the aggregate at any one time, of $10,000,000.00.

(g) Loans, advances or other Indebtedness by Parent Guarantor to any of its Subsidiaries that are Subsidiary Guarantors and loans or advances by any Subsidiary of Parent Guarantor to Borrower or Parent Guarantor or to another Subsidiary of Parent Guarantor that is a Subsidiary Guarantor, so long as any such intercompany loans or advances made to Borrower or any Subsidiary Guarantor are unsecured and subordinate to the Loans on terms and provisions acceptable to the Administrative Agent.

(h) Investments permitted under Section 6.18(a) hereof.

(i) The Senior Notes.

(j) The Senior Notes Guaranty.

(k) The Guaranty by Parent Guarantor of certain obligations of Gaylord Investments, Inc. in connection with its sale of the Media Assets to Cumulus Broadcasting, Inc. and Cumulus Licensing Corp., delivered pursuant to the Asset Purchase Agreement dated as of March 23, 2003 between Gaylord Investments, Inc., as Seller, and Cumulus Broadcasting, Inc. and Cumulus Licensing Corp., as Buyers.

(l) Indebtedness of ResortQuest International, Inc. in respect of the RZT Notes, for a period not to exceed thirty-five (35) days after the Effective Date.

(m) The Hockey Club Guaranty.

(n) Miscellaneous other Indebtedness in addition to the Permitted Debt described in clauses (a) through (l) above, including, but not limited to, (i) reimbursement obligations with respect to letters of credit, not in excess of $20,000,000.00 in the aggregate at any one time, for all such Persons and (ii) Parent Guantor's guarantee of any Indebedness or other obligation of a Subsidiary Guarantor if and to the extent that such Indebtedness or other obligation is otherwise permitted hereunder.

6.15 Merger. Neither Borrower nor Parent Guarantor will merge or consolidate with or into any other Person, provided that any direct or indirect wholly-owned Subsidiary may be merged into Parent Guarantor if Parent Guarantor is the surviving entity, after giving effect to such merger, all representations and warranties by Parent Guarantor and Borrower herein remain true and correct in all material respects, and no Default or Unmatured Default occurs as a result thereof.

6.16 Ownership of OHTLP and OHN; Management of Texas Project and Opryland Nashville. (a) Parent Guarantor shall at all times (i) retain an indirect or direct ownership interest in OHTLP and OHN (and cause OHTLP and OHN to retain an ownership interest in the Texas Project and in Opryland Nashville, respectively) and (ii) retain management of the Texas Project and Opryland Nashville.

(b) At least ninety (90) days prior to the initial maturity date of the Nashville Loans, Parent Guarantor shall either (i) cause a Permitted Refinancing to occur or (ii) exercise its right, under the documents evidencing and/or securing the Nashville Loans, to extend such initial maturity date by one year. In the event that the initial maturity date of the Nashville Loans is so extended by one year, Parent Guarantor shall cause a Permitted Refinancing to occur at least ninety (90) days prior to such extended maturity date.

6.17 Sales of Assets; Releases of Subsidiary Guarantors. (a) Neither Borrower nor Parent Guarantor shall sell, assign, convey, or otherwise Transfer (or cause or permit the sale,

assignment, conveyance or other Transfer of) all or any portion of the Opryland Hotel Florida or any direct or indirect interest therein or in Borrower (except for the Liens in favor of the Administrative Agent and Leases permitted under this Agreement), whether now owned or hereafter acquired, or any income or profits therefrom, or enter into any agreement to do so, that would be effective prior to the full payment of the Obligations, whether the same is effected directly, indirectly, by operation of law or otherwise.

(b) Provided that no Default has occurred and is continuing, and provided that Parent Guarantor has given the Administrative Agent at least 10 Business Days' prior notice thereof, simultaneously with the closing of any Asset Sale with respect to a Subsidiary Guarantor or substantially all of its assets, such Subsidiary Guarantor shall be released from the Guaranty, and the Administrative Agent shall execute and deliver such confirmatory instrument evidencing such release as Parent Guarantor shall reasonably request to facilitate such transaction.

6.18 Investments; New Subsidiary Guarantors; Capital Expenditures. (a) Neither Borrower nor Parent Guarantor shall make or permit any Subsidiary Guarantor or any other Subsidiary of Parent Guarantor (including OHTLP and OHN) to make any Investments, or commitments therefor, or, subject to the following sentence, create any subsidiary or become a partner in any partnership or joint venture, or acquire any interest, direct or indirect, beneficial or otherwise, in any Person, except (i) Cash Equivalent Investments, (ii) Investments in Borrower or a Subsidiary Guarantor, (iii) Investments in Collateral, and (iv) Investments (which, for the purposes of this clause (iv), shall not include periodic capital contributions by Parent Guarantor to OHN for the sole purpose of managing short-term cash-flow fluctuations, unless the aggregate amount of all such capital contributions is in excess of the aggregate amount of dividends made by OHN to Parent Guarantor in any Facility Year, in which event such excess amount shall be included in "Investments" for such Facility Year, for purposes of this clause (iv)) by Parent Guarantor in any new ventures or in Subsidiaries of Parent Guarantor that are not Subsidiary Guarantors, not in excess of $75,000,000.00 in the aggregate for any Facility Year. Parent Guarantor may create or acquire additional direct or indirect wholly-owned Subsidiaries, only if concurrently with the creation or acquisition thereof, each such Subsidiary executes and delivers to the Administrative Agent a guaranty of payment with respect to the Secured Obligations substantially in the form of the Guaranty and an environmental indemnity agreement substantially in the form of the Environmental Indemnity Agreement (or, in lieu thereof, in each case, an Instrument of Adherence in the form of Exhibit H). Upon repayment of the RZT Notes, Parent Guarantor shall cause each of the RZT Subsidiaries to deliver an Instrument of Adherence in the form of Exhibit H (properly completed) to the Administrative Agent for the benefit of the Lenders, together with (i) all Organizational Documents, certifications, and other documents as the Administrative Agent shall reasonably require in connection with such Instruments of Adherence; (ii) copies, each certified by the general partner, managing member, secretary or assistant secretary, as applicable, of Parent Guarantor and the RZT Subsidiaries, of the Organizational Documents of each such Person; and consents, resolutions or other required actions authorizing the execution and delivery by such Person of the RZT Instruments of Adherence to which such Person is a party, such consents, resolutions or other actions to be in form and substance reasonably satisfactory to the Administrative Agent; and (iii) opinions of respective counsel to Parent Guarantor and each of the RZT Subsidiaries, addressed to the Administrative Agent and the Lenders, in form and substance reasonably satisfactory to the

Administrative Agent, with respect to the authorization and enforceability of such Instruments of Adherence and such other matters as the Administrative Agreement may require in connection therewith; provided that opinions with respect to authorization shall not be required in respect of the RZT Subsidiaries listed on Schedule 6.18(a). In any event, Parent Guarantor shall not cause or permit any Person to execute a Senior Notes Guaranty unless such Person simultaneously executes and delivers an Instrument of Adherence in the form of Exhibit H (properly completed) to the Administrative Agent, together with all applicable items described in clauses (i), (ii) and (iii) of the preceding sentence.

(b) Borrower and Parent Guarantor shall not make nor shall Parent Guarantor permit any Subsidiary of Parent Guarantor to make any Capital Expenditures other than (i) with respect to the Opryland Hotel Florida or the Texas Project and (ii) Capital Expenditures (excluding those described in the preceding clause (i)), which in the aggregate, together with Investments which are permitted under clause (iv) of Section 6.18(a), are not in excess of $75,000,000.00 in the aggregate for any Facility Year.

6.19 Liens. (a) Neither Borrower nor Parent Guarantor will create, incur, or suffer to exist any Lien in, of or on the Opryland Hotel Florida, or any other Property of Borrower, or any easements, covenants, conditions, restrictions or other encumbrances to be recorded against the Opryland Hotel Florida, except (i) Customary Permitted Liens and Liens in favor of the Administrative Agent under the Collateral Documents, (ii) mechanics' and materialmen's liens that are discharged or being contested in accordance with the provisions of Section 6.19(b) and (iii) liens in connection with permitted equipment financings as described in Section 6.14(f).

(b) If any mechanics' lien claims are filed or otherwise asserted against the Opryland Hotel Florida, or any such claims for Lien or any proceedings for the enforcement thereof are filed or commenced, then Borrower and/or Parent Guarantor shall discharge the same within forty-five (45) days of such filing or commencement; provided, however, that (i) Borrower or Parent Guarantor shall have the right to contest in good faith and with due diligence the validity of any such Lien or Claim upon furnishing to the Title Insurer such security or indemnity as it may require to induce the Title Insurer to issue endorsements to the Mortgage Title Insurance Policy insuring against all such Claims, Liens or proceedings and (ii) the Lenders will not be required to make any further Loans unless and until (A) any such Lien has been released or insured against by the Title Insurer or (B) Borrower or Parent Guarantor shall have provided the Administrative Agent, for the benefit of the Lenders, with such other security with respect to such Claim as may be acceptable to the Administrative Agent in its reasonable discretion (and, at any time that such Claims or Liens are in excess of $5,000,000 in the aggregate, satisfactory to the Majority Lenders). In addition, as a condition to any such contest, the Administrative Agent must be satisfied in its sole discretion (and at any time that such Claims or Liens are in excess of $5,000,000 in the aggregate, the Majority Lenders must be so satisfied), that: (1) any such Lien is being contested, appealed or otherwise prosecuted with diligence and continuity, (2) enforcement of such Lien shall be stayed pending such contest, appeal or other proceeding, and (3) the Opryland Hotel Florida is secure and the priority of the Mortgage remains unaffected.

6.20 Affiliates. Except as set forth on Schedule 6.20, neither Borrower nor Parent Guarantor will enter into any agreement or transaction (including, without limitation, the purchase or sale of any Property or service) with, or Transfer of any Property to, any Affiliate of Borrower or Parent Guarantor except for any Management Agreement, and other transactions, agreements and transfers, disclosed to and approved in writing by the Administrative Agent, in the ordinary course of business and pursuant to the reasonable requirements of Borrower's and Parent Guarantor's business, as applicable, and upon fair and reasonable terms no less favorable to Borrower and Parent Guarantor, than Borrower and Parent Guarantor would obtain in a comparable arms-length transaction, provided that nothing in this Section 6.20 shall prohibit any Transfer of Property (other than Property that constitutes Collateral) by Borrower to Parent Guarantor, or to a Subsidiary Guarantor, or by a Subsidiary of Parent Guarantor (other than Borrower) to Borrower, Parent Guarantor or a Subsidiary Guarantor.

6.21 Secured Rate Management Transactions. Secured Rate Management Obligations shall be secured by the Collateral on a pari passu basis with the Obligations.

6.22 Sale and Leaseback Transactions and other Off-Balance Sheet Liabilities. Neither Borrower nor Parent Guarantor will enter into or suffer to exist any (a) Sale and Leaseback Transaction with respect to Borrower or Opryland Hotel Florida or any portion thereof, or (b) any other transaction pursuant to which it or any Subsidiary Guarantor incurs or has incurred Off-Balance Sheet Liabilities, except for Secured Rate Management Transactions.

6.23 SAILS Forward Exchange Contracts. Parent Guarantor shall not unwind the SAILS Forward Exchange Contracts prior to the scheduled expiry date thereof, if, as a result, a tax liability materially in excess of any net proceeds of the unwinding transaction is created for Parent Guarantor or any of its Subsidiaries.

6.24 Financial Contracts. Borrower will not enter into or remain liable upon any Financial Contract, other than Secured Rate Management Transactions.

6.25 Financial Covenants.

6.25.1 Maximum Total Leverage Ratio. As of the last day of any Fiscal Quarter set forth below, Parent Guarantor shall not permit the ratio of (i) Consolidated Indebtedness minus Unrestricted Cash On Hand (adjusted to exclude the amounts described in clause (b) of the definition of "Indebtedness" if and to the extent such amounts are secured by cash collateral held by the issuer of the applicable Letter of Credit) to (ii) Consolidated EBITDA (before restructuring charges to the extent reflected as such on Parent Guarantor's GAAP income statement) to exceed the correlative ratio set forth below (Consolidated Indebtedness to be determined as of such day and Consolidated EBITDA to be determined with reference to the last full four Fiscal Quarters preceding such date after giving effect on a pro forma basis to any acquisitions or dispositions of assets during such four Fiscal

Quarter period), provided that, for the purpose of such calculation, for the first four Fiscal Quarters ending after Substantial Completion, Consolidated EBITDA shall be adjusted by annualizing the portion thereof related to the Texas Project (by multiplying Consolidated EBITDA related to the Texas Project for the period from Substantial Completion to the last day of such Fiscal Quarter by a fraction, the numerator of which is 365 and the denominator of which is the number of days in the period from Substantial Completion through the last day of such Fiscal Quarter:

TEST DATE	MAXIMUM TOTAL LEVERAGE RATIO
Fiscal Quarter ending December 31, 2003	6.5 to 1.0
Fiscal Quarter ending March 31, 2004	7.5 to 1.0
Fiscal Quarter ending June 30, 2004	6.75 to 1.0
Fiscal Quarter ending September 30, 2004	6.0 to 1.0
Fiscal Quarter ending December 31, 2004	5.5 to 1.0
Fiscal Quarters ending March 31, 2005 and thereafter	5.0 to 1.0

6.25.2 Opryland Hotel Florida Minimum Adjusted Net Operating Income. As of the last day of any Fiscal Quarter set forth below, the Adjusted Net Operating Income for the Opryland Hotel Florida for the last four Fiscal Quarters shall be equal to at least the dollar amount set forth opposite such Fiscal Quarter below:

TEST DATE	MINIMUM ADJUSTED NET OPERATING INCOME
Fiscal Quarters ending December 31, 2003 through and including December 31, 2004	$25,000,000.00
Fiscal Quarters ending March 31, 2005 and thereafter	$28,000,000.00

6.25.3 Minimum Fixed Charge Coverage Ratio. As of the last day of any Fiscal Quarter, Parent Guarantor will not permit the ratio of (i) Consolidated EBITDA for the last full four Fiscal Quarters (after giving effect on a pro forma basis to any acquisitions or dispositions of assets during such four Fiscal Quarter period) to (ii) the sum of (a) Consolidated Interest Expense for the last Fiscal Quarter (after giving effect on a pro forma basis to any acquisitions or dispositions of assets during such Fiscal Quarter), multiplied by four, plus (b) all capitalized interest expense for the last Fiscal Quarter, multiplied by four, plus (c) required amortization of Indebtedness, determined on a consolidated basis in accordance with Agreement Accounting Principles, for the last full four

Fiscal Quarters, to be less than 1.5 to 1.0, provided that, for the purpose of such calculation, for the first four Fiscal Quarters ending after Substantial Completion, Consolidated EBITDA shall be adjusted by annualizing the portion thereof related to the Texas Project (by multiplying Consolidated EBITDA related to the Texas Project for the period from Substantial Completion to the last day of such Fiscal Quarter by a fraction, the numerator of which is 365 and the denominator of which is the number of days in the period from Substantial Completion through the last day of such Fiscal Quarter.

6.26 Environmental Audits. Upon the occurrence of (a) a Default that is continuing, (b) a material change in Environmental Laws or (c) an event with respect to the Opryland Hotel Florida which, in the reasonable determination of the Administrative Agent, could result in an environmental issue, question or concern, Parent Guarantor shall at the Administrative Agent's election (i) cause to be performed through the employment of a consultant acceptable to the Administrative Agent, an environmental assessment for the purposes of confirming compliance with the provisions of this Agreement or (ii) reimburse the Administrative Agent, on demand, for all reasonable costs, fees and expenses incurred by the Administrative Agent in connection with its employment of a consultant to perform such an assessment.

6.27 Insurance and Condemnation Proceeds. (a) Borrower and Parent Guarantor hereby direct all insurers under policies of property damage, boiler and machinery, rental loss, and rental value insurance and payors of any condemnation claim or award relating to the Opryland Hotel Florida to pay all Property Awards (net of the cost of reasonable attorneys' fees and expenses and other reasonable expenses incurred in connection with obtaining such Property Awards) directly to the Administrative Agent, for the benefit of the Lenders and other Holders of Secured Obligations, and, in no case to Borrower or Parent Guarantor. In the event of any loss or damage to any portion of the Opryland Hotel Florida due to a casualty or condemnation event giving rise to a Property Award ("Property Award Event"), so long as no Default has occurred that is continuing, Borrower or Parent Guarantor shall have the sole right and authority to settle any claim for the Property Award; provided, however, the Administrative Agent shall have the right to participate in settlement negotiations with respect to Property Award Events in connection with the Opryland Hotel Florida which are reasonably likely to result in Property Awards in excess of $3,000,000 in the aggregate. In the event of Borrower's or Parent Guarantor's failure to settle any such claim for a Property Award within one hundred eighty (180) days after the occurrence of the related Property Award Event or if a Default has occurred that is continuing, the Administrative Agent shall have the right, but not the obligation, to settle all claims for such Property Award on behalf of Borrower or Parent Guarantor.

(b) Borrower or Parent Guarantor shall promptly after the occurrence of a Property Award Event with respect to the Opryland Hotel Florida commence and diligently pursue the repair, restoration or reconstruction of the damaged portion of the Opryland Hotel Florida and the opening or reopening and operation of the Opryland Hotel Florida ("Restoration"); provided, however, that Borrower or Parent Guarantor shall have prepared and delivered to the Administrative Agent a budget for such Restoration which is satisfactory to the Administrative Agent.

(c) In the event a Property Award with respect to the Opryland Hotel Florida is paid to the Administrative Agent, such Property Award shall be made available to Borrower or Parent Guarantor for the purpose of Restoration or, in the case of rental loss, rental value and business interruption insurance, to be applied to debt service upon the Obligations and for other permitted expenditures with respect to the Opryland Hotel Florida, subject in each case to the following covenants and conditions:

(i) No Default shall have occurred that is continuing.

(ii) As soon as practicable, but in no event later than ninety (90) days after the occurrence of the related Property Award Event (A) Borrower or Parent Guarantor shall deliver to the Administrative Agent written evidence reasonably satisfactory to the Majority Lenders that, upon completion of the Restoration, by the expenditure of the Property Award together with any funds made available by Borrower or Parent Guarantor, the Opryland Hotel Florida will be of at least substantially equal value, quality and character as it was immediately prior to the Property Award Event, free and clear of all Liens except the Liens in favor of the Administrative Agent and Customary Permitted Liens pertaining thereto, (B) the Restoration shall be performed in compliance with all then applicable Laws and with good construction scheduling and good construction practices and (C) Borrower or Parent Guarantor shall deliver to the Administrative Agent for approval preliminary plans and specifications for the Restoration setting forth the construction schedule and budget. Final plans and specifications shall be delivered to the Administrative Agent for approval promptly upon their completion.

(iii) If the Property Award is, in the Administrative Agent's reasonable judgment, insufficient to complete the Restoration of the Opryland Hotel Florida, Borrower or Parent Guarantor shall promptly deposit the amount of the insufficiency in a cash collateral account (the "Restoration Account") in the name of Borrower or Parent Guarantor but under the sole dominion and control of the Administrative Agent and pledged to the Administrative Agent for the benefit of the Holders of Secured Obligations pursuant to agreements satisfactory to the Administrative Agent. Borrower or Parent Guarantor may not use and, if applicable, the Administrative Agent shall not, without the consent of the Majority Lenders, release, any Property Awards until any such additional funds have been expended toward the Restoration and the budget for such Restoration shall be "in balance" with the funds comprising the Property Award sufficient to complete the Restoration. If at any time the Restoration is "out of balance" with the budget and the remaining Property Award is no longer sufficient to complete such Restoration, then Borrower or Parent Guarantor may not use and, if applicable, the Administrative Agent shall not without the consent of the Majority Lenders, further disburse, any portion of the Property Award until such time as the Administrative Agent has determined, that the remaining Property Award is sufficient to fully complete the Restoration. For purposes hereof, the Restoration shall be deemed to be "in balance" only at such time and from time to time, as the Administrative Agent determines that the Property Award (and any additional amounts deposited in the Restoration Account with respect to such Restoration in accordance with the paragraph) equals or exceeds the aggregate amount of all unpaid costs, fees and expenses necessary for all work in connection with the final completion of the Restoration, including the costs of preparing plans and specifications, the "hard" and "soft" costs of the construction of the base building and Improvements.

(iv) The Administrative Agent shall be reasonably satisfied that the Opryland Hotel Florida, when fully restored, will constitute premises suitable for their intended use of the same or better character and quality as existed prior to the occurrence of the subject Property Award Event.

(v) The Administrative Agent shall have received and approved all documentation pertaining to the Restoration which has been requested by the Administrative Agent, including the construction schedule, construction budget, plans and specifications and any agreements between Borrower or Parent Guarantor and any Persons who will perform services or furnish labor or materials in connection with such Restoration (all such Persons and agreements being subject to the Administrative Agent's, or as applicable, Majority Lenders' approval).

(vi) The Administrative Agent shall have received and approved Lien waivers, contractor's statements and affidavits reflecting that as of the date of each disbursement, there are (or immediately after disbursement there will be) no mechanics' liens (subject to the right to contest said Liens set forth in this Agreement) or other unpermitted Liens pertaining to title affecting the damaged Property and the Administrative Agent shall have received a date down endorsement to the Mortgage Title Insurance Policy confirming the foregoing, in form and substance reasonably satisfactory to the Administrative Agent.

(vii) Borrower or Parent Guarantor shall have satisfied such other conditions and terms as the Administrative Agent shall reasonably require (which shall be consistent with those that would be imposed by a prudent institutional construction lender).

Upon the completion of the Restoration to the reasonable satisfaction of the Administrative Agent, and after paying all reasonable costs and expenses relating to the subject Property Award Event and related Restoration, the Administrative Agent shall apply any unexpended balance of the subject Property Award to prepayment of the Loans. Notwithstanding anything in this Agreement to the contrary, in the event that no Default exists that is continuing and the Property Award with respect to a Property Award Event is less than $3,000,000 in the aggregate, the Administrative Agent shall pay the entire amount of such proceeds to Borrower or Parent Guarantor promptly upon receipt thereof by the Administrative Agent, which proceeds the Borrower or Parent Guarantor shall apply for the purposes of Restoration.

(d) Upon Borrower's or Parent Guarantor's failure to satisfy the covenants and conditions set forth in clauses (b) and (c) above with respect to a Property Award Event constituting loss or damage to all or substantially all of the Opryland Hotel Florida, the Administrative Agent shall have the right to apply the Property Award to the Secured Obligations in the order of priority set forth in Section 2.12(b). If the amount of such Property Award so applied is less than the Secured Obligations, then a Default shall be deemed to have occurred and the Administrative Agent shall have all rights and remedies set forth herein, in the Loan Documents, at law and in equity.

6.28 The Administrative Agent's and the Lenders' Actions for Their Own Protection Only. Borrower and Parent Guarantor acknowledge and agree that the authority herein conferred upon the Administrative Agent and the Lenders, and any actions taken

by the Administrative Agent and the Lenders with respect to the Opryland Hotel Florida, to procure waivers or sworn statements, to approve contracts, subcontracts and purchase orders, to approve plans and specifications, or otherwise, will be exercised and taken by the Administrative Agent and the Lenders for their own protection only and may not be relied upon by Borrower, Parent Guarantor or any third party for any purposes whatever; and neither the Administrative Agent nor the Lenders shall be deemed to have assumed any responsibility to Borrower, Parent Guarantor or any third party with respect to any such action herein authorized or taken by the Administrative Agent or the Lenders. Any review, investigation or inspection conducted by the Administrative Agent, the Lenders, any architectural, engineering or other consultants retained by the Administrative Agent or the Lenders, or any Administrative Agent or representative of the Administrative Agent or the Lenders in order to verify independently Borrower's or Parent Guarantor's satisfaction of any conditions precedent to disbursements under this Agreement, Borrower's or Parent Guarantor's performance of any of the covenants, agreements and obligations of Borrower or Parent Guarantor under this Agreement, or the validity of any representations and warranties made by Borrower or Parent Guarantor hereunder (regardless of whether or not the party conducting such review, investigation or inspection should have discovered that any of such conditions precedent were not satisfied or that any such covenants, agreements or obligations were not performed or that any such representations or warranties were not true), shall not affect (or constitute a waiver by the Administrative Agent or the Lenders of) (i) any of Borrower's or Parent Guarantor's agreements, covenants, representations and warranties under this Agreement or the other Loan Documents, or the Lender's reliance thereon or (ii) the Administrative Agent and Lenders' reliance upon any certifications of Borrower or Parent Guarantor required under this Agreement or any of the other Loan Documents, or any other facts, information or reports furnished to the Administrative Agent or the Lenders by Borrower or Parent Guarantor hereunder.

6.29 Intentionally Reserved.

6.30 Proceedings to Enjoin or Prevent Construction. If any proceedings are filed seeking to enjoin or otherwise prevent or declare unlawful the construction or the occupancy, maintenance or operation of the Opryland Hotel Florida or the Texas Project or any portion thereof, Borrower and/or Parent Guarantor shall at their sole expense (i) cause such proceedings to be vigorously contested in good faith and (ii) in the event of an adverse ruling or decision, prosecute all allowable appeals therefrom. Without limiting the generality of the foregoing, Borrower and/or Parent Guarantor shall resist the entry or seek the stay of any temporary or permanent injunction that may be entered and use its best efforts to bring about a favorable and speedy disposition of all such proceedings.

6.31 No Obligation to Monitor. Neither the Administrative Agent nor the Lenders shall have any obligation to monitor or determine Borrower's or Parent Guarantor's use or application of proceeds of Loans.

6.32 Compliance with Agreements. Borrower and Parent Guarantor shall comply in all material respects with its obligations under: (a) all Leases affecting the Opryland Hotel Florida; (b) all agreements with Affiliates; (c) any underlying covenants, conditions and restrictions of record with respect to the Opryland

Hotel Florida; and (d) all other material contractual obligations relating to the ownership, operation and maintenance of the Opryland Hotel Florida which are not described in the foregoing clauses (a) through (c) above. In addition to the foregoing Borrower and Parent Guarantor shall enforce its material rights and remedies under the agreements described in the foregoing clauses (a) through (d) above.

6.33 Organizational Documents. Neither Borrower nor Parent Guarantor shall allow any amendment, modification or other change to any of the terms or provisions in any of their respective Organizational Documents (or any Organizational Documents of any of the Subsidiary Guarantors) without the prior written consent of the Administrative Agent, which, in the case of any amendment, modification or other change to the Organizational Documents of a Subsidiary Guarantor that is not adverse to the interests of the Administrative Agent and the Lenders, shall not be unreasonably withheld.

6.34 Leasing Provisions. Borrower shall not enter into, terminate, cancel, amend, restate, supplement or otherwise modify any Lease at the Opryland Hotel Florida without the Administrative Agent's prior written approval, which shall not be unreasonably withheld, provided that the tenant, if the Administrative Agent requires it to do so, enters into a subordination, non-disturbance and attornment agreement in the form required by the Administrative Agent, subject to reasonable modifications requested by the tenant; provided, that the Administrative Agent's approval shall not be required (a) for any Lease (or any amendment, modification, supplement or termination thereof) which is (i) with respect to demised premises within the restaurant, retail, business center, spa and laundry premises identified as such on the plans and specifications for the Opryland Hotel Florida, (ii) on market-rate terms and conditions, and (iii) by its terms expressly subordinate to the Mortgage (any such Lease, an "Ancillary Space Lease") or (b) to terminate any Lease by reason of a default by the tenant thereunder, provided that such termination is commercially reasonable. If requested by either Borrower, the Administrative Agent shall, in its reasonable discretion, agree to enter into a subordination, non-disturbance and attornment agreement with the tenant under any permitted Lease, in the form required by the Administrative Agent, subject to reasonable modifications requested by the tenant.

6.35 Ground Lease Covenants. (a) Borrower shall pay when due the rent and all other sums and charges mentioned in, and payable under, the Florida Hotel Ground Lease.

(b) Borrower (i) shall timely perform and observe all of the terms, covenants and conditions required to be performed and observed by it as tenant under the Florida Hotel Ground Lease (including, without limitation, all payment obligations), (ii) shall do all things necessary to preserve and to keep unimpaired the Florida Hotel Ground Lease and its leasehold estate and other rights thereunder; (iii) shall not waive, excuse or discharge any of the obligations of the Florida Ground Lessor under the Florida Hotel Ground Lease without the Majority Lenders' prior written consent in each instance; and (iv) shall diligently and continuously enforce the obligations of the Florida Ground Lessor, under the Florida Hotel Ground Leases.

(c) Borrower shall not do, permit or suffer (i) any act, event or omission which would be likely to result in a default or permit the applicable lessor to terminate or

exercise any other remedy under the Ground Leases or (ii) any act, event or omission which, with the giving of notice or the passage of time, or both, would constitute a default or permit the lessor to terminate or exercise any other remedy under the Ground Leases.

(d) Borrower shall not cancel, terminate, surrender, modify or amend or in any way alter, surrender or permit the alteration of any of the provisions of any of the Ground Leases or agree to any termination, amendment, modification or surrender of any of the Ground Leases without the Majority Lenders' prior written consent in each instance.

(e) Borrower shall deliver to the Administrative Agent copies of all default and other material notices received by Borrower from any party under the Ground Leases, and of any notice received by Borrower from either the Florida Ground Lessor or the Florida Master Lessor, of their intention to terminate the Florida Hotel Ground Lease or the Florida Master Lease, respectively, or to re-enter and take possession of any premises demised by the Ground Leases, immediately and, in any event, within one (1) Business Day, of delivery or receipt of any such notice, as the case may be.

(f) Borrower shall promptly furnish to the Administrative Agent copies of such information and evidence as the Administrative Agent may reasonably request concerning Borrower's due observance, performance and compliance with the terms, covenants and conditions of the Ground Leases.

(g) Borrower shall not consent to the subordination of the Florida Hotel Ground Lease or the Florida Master Ground Lease to any mortgage or other lease of the fee interest or any other leasehold interest in any of the premises demised thereby.

(h) To the extent it has the right to do so under the terms of the Florida Ground Leases, Borrower, at its sole cost and expense, shall execute and deliver to the Administrative Agent, within five (5) Business Days after request, such documents, instruments or agreements as may be required to permit the Administrative Agent to cure any default under the Florida Ground Leases.

(i) In the event of a default by Borrower in the performance of any of its obligations under the Florida Hotel Ground Lease, including, without limitation, any default in the payment of any sums payable thereunder, then, in each and every case, the Administrative Agent may, with the consent of the Majority Lenders, cause the default or defaults to be remedied and otherwise exercise any and all rights of Borrower thereunder in the name of and on behalf of Borrower. Borrower shall, on demand, reimburse the Administrative Agent for all expenses incurred by the Administrative Agent in curing any such default (including, without limitation, attorneys' fees and disbursements), together with interest thereon computed at the Default Rate from the date that such expense is incurred, to and including the date the same is paid to the Administrative Agent.

(j) Borrower shall give the Administrative Agent written notice of its intention to exercise each and every option, if any, to renew or extend the term of the Florida Hotel Ground Lease, at least thirty (30) days prior to the expiration of the time to exercise such option under the terms thereof. If required by the Majority Lenders, Borrower shall duly

exercise any renewal or extension option with respect to the Florida Hotel Ground Lease. If Borrower intends to renew or extend the term of either of the Florida Hotel Ground Lease, it shall deliver to the Administrative Agent with the notice of such decision, a copy of the notice of renewal or extension delivered to the Florida Ground Lessor, together with the terms and conditions of such renewal or extension. Borrower hereby irrevocably appoints the Administrative Agent as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Borrower, all instruments and agreements necessary under the Florida Hotel Ground Lease or otherwise to cause any renewal or extension of the Florida Hotel Ground Lease.

(k) In the event that the Florida Hotel Ground Lease shall be terminated by reason of a default beyond any applicable cure period thereunder by Borrower, and the Administrative Agent shall acquire from the Florida Ground Lessor a novation or replacement ground lease, Borrower hereby waives any right, title and interest in and to such novation ground lease and the leasehold estate created thereby, together with all rights of redemption now or hereafter operable under any law.

(l) Borrower shall not elect to treat the Florida Hotel Ground Lease as terminated, canceled or surrendered pursuant to the applicable provisions of the Bankruptcy Code (including, without limitation, Section 365(h)(1) thereof) without the Majority Lenders' prior written consent in the event of the bankruptcy of, or any similar proceedings with respect to, the Florida Ground Lessor. Borrower shall, in the event of any bankruptcy or similar proceedings with respect to the Florida Ground Lessor, reaffirm and ratify the legality, validity, binding effect and enforceability of the Florida Hotel Ground Lease within the applicable time period therefor in such proceedings, notwithstanding any rejection thereof by the Florida Ground Lessor or any trustee, custodian or receiver.

(m) Borrower shall give the Administrative Agent not less than thirty (30) days prior written notice of the date on which Borrower shall apply to any court or other governmental authority for authority and permission to reject the Florida Hotel Ground Lease in the event that there shall be filed by or against Borrower or Parent Guarantor any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state law now or hereafter in effect and if Borrower determines to reject the Florida Hotel Ground Lease. The Administrative Agent shall have the right, exercisable only with the consent or at the direction of the Majority Lenders, but not the obligation, to serve upon Borrower within such thirty (30) day period a notice stating that (i) the Administrative Agent demands that Borrower assume and assign the Florida Hotel Ground Lease to the Administrative Agent subject to and in accordance with the Bankruptcy Code, and (ii) the Administrative Agent covenants to cure or provide reasonably adequate assurance thereof with respect to all defaults reasonably susceptible of being cured by the Administrative Agent and of future performance under the Florida Hotel Ground Lease. If the Administrative Agent serves upon Borrower the notice described above, Borrower shall not seek to reject the Florida Hotel Ground Lease and shall comply with the demand provided for clause (i) above within ten (10) days after the notice shall have been given by the Administrative Agent.

(n) During the continuance of a Default, the Administrative Agent shall have the right, exercisable only with the consent or at the direction of the Majority Lenders, but not the obligation, (i) to perform and comply with all obligations of Borrower under the Florida

Hotel Ground Lease without regard to any grace period provided therein, (ii) to do and take, without any obligation to do so, such action as the Administrative Agent deems necessary or desirable to prevent or cure any default by Borrower under the Florida Hotel Ground Lease, including, without limitation, any act, deed, matter or thing whatsoever that Parent Guarantor may do in order to cure a default under the Florida Hotel Ground Lease and (iii) to enter in and upon the Opryland Hotel Florida or any part thereof to such extent and as often as the Administrative Agent deems necessary or desirable in order to prevent or cure any default of Borrower under the Florida Hotel Ground Lease. Borrower shall, within five (5) days after written request is made therefor by the Administrative Agent, execute and deliver to the Administrative Agent or to any party designated by the Administrative Agent, such further instruments, agreements, powers, assignments, conveyances or the like as may be reasonably necessary to complete or perfect the interest, rights or powers of the Administrative Agent pursuant to this paragraph or as may otherwise by required by the Administrative Agent.

(o) In the event of any arbitration under or pursuant to any of the Florida Ground Leases in which the Administrative Agent elects to participate, Borrower hereby irrevocably appoints the Administrative Agent as its true and lawful attorney-in-fact (which appointment shall be deemed coupled with an interest) to exercise, all right, title and interest of Borrower in connection with such arbitration, including, without limitation, the right to appoint arbitrators and to conduct arbitration proceedings on behalf of Borrower and the Administrative Agent. All costs and expenses incurred by the Administrative Agent in connection with such arbitration and the settlement thereof shall be borne solely by Borrower, including, without limitation, reasonable attorneys' fees and disbursements. Nothing contained in this paragraph shall obligate the Administrative Agent to participate in any such arbitration.

(p) The Administrative Agent shall have the right, exercisable only with the consent or at the direction of the Majority Lenders, but not the obligation, to proceed in respect of any claim, suit, action or proceeding relating to the rejection of any of the Florida Ground Leases by the relevant ground lessor as a result of bankruptcy or similar proceedings in respect of such ground lessor, including, without limitation, the right to file and prosecute any and all proofs of claims, complaints, notices and other documents in any such bankruptcy case or similar proceeding.

(q) Borrower shall deliver to the Administrative Agent within ten (10) days after receipt of written demand from the Administrative Agent, an estoppel certificate in relation to the Florida Ground Lease setting forth (i) the name of the lessee and the lessor thereunder, (ii) that such Florida Ground Lease is in full force and effect and has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the annual rent and additional rent payable under such Florida Ground Lease, (iv) the date to which all rental charges have been paid by the lessee under such Florida Ground Lease, (v) whether any notice of default has been received by Borrower and if such notice has been received, the date it was received and the nature of the default, (vi) whether there are any alleged defaults of Borrower under such Florida Ground Lease, and, if there are, setting forth the nature thereof in reasonable detail, and (vii) if Borrower is in default under the terms of any Florida Ground Lease or if any facts or circumstances exist, which with the passage of time or the giving of notice or both, would constitute a default under any of the Florida Ground Leases, setting forth in detail the nature of such default, fact or circumstance.

(r) To the extent of its rights under either of the Florida Ground Leases, Borrower shall obtain and deliver to the Administrative Agent within thirty (30) days after written demand by the Administrative Agent, an estoppel certificate in relation to such Ground Lease from the ground lessor thereunder setting forth (i) the name of the lessee and the lessor thereunder, (ii) that such Florida Ground Lease is in full force and effect and has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the annual rent and additional rent payable under such Florida Ground Lease, (iv) the date to which all rental charges have been paid by the lessee under such Florida Ground Lease, (v) whether a notice of default has been received by the relevant ground lessor which has not been cured, and if such notice has been received, the date it was received and the nature of the default, (vi) whether there are any alleged defaults of the lessee under such Florida Ground Lease and, if there are, setting forth the nature thereof in reasonable detail, and (vii) if the lessee under such Florida Ground Lease shall be in default, the default.

6.36 Zoning Changes. Neither Borrower nor Parent Guarantor shall cause, permit, acquiesce in, or consent to any changes or modifications to the zoning and land use ordinances or other Requirements of Law affecting the Opryland Hotel Florida if such changes or modifications would adversely affect (i) Borrower's ability to operate the Opryland Hotel Florida as intended or (ii) the value of the Opryland Hotel Florida. Borrower shall give to the Administrative Agent notice of any material change in zoning and land use ordinances and other Requirements of Law affecting the Opryland Hotel Florida promptly after obtaining knowledge thereof.

6.37 Fiscal Year. Neither Borrower nor Parent Guarantor shall change, and Parent Guarantor shall not permit any Subsidiary Guarantor to change, its fiscal year for accounting or tax purposes from the Fiscal Year without obtaining the written consent of the Majority Lenders.

6.38 Intentionally Reserved.

6.39 Security Interest in Accounts; Certain Remedies. (a) Borrower and Parent Guarantor covenant and agree not to maintain, and not to permit any Property Manager to maintain with respect to the Opryland Hotel Florida, any bank accounts, investment accounts or other accounts other than the following (collectively, the "Accounts"): the FF&E Reserve Account and the Restoration Account (all of which shall be maintained by Borrower or Parent Guarantor, and not by any Property Manager) and the other accounts identified in Schedule 6.39 hereto. To secure the payment and performance of the Secured Obligations, Borrower and Parent Guarantor hereby pledge and assign to the Administrative Agent for the benefit of itself and the Lenders and other Holders of Secured Obligations all of Borrower's and Parent Guarantor's right, title and interest in, and hereby grant to the Administrative Agent for the benefit of itself and the Lenders and other Holders of the Secured Obligations a security interest in and right of set-off against, and, without limiting the foregoing, the right (exercisable only after the occurrence and during the continuance of a Default) to direct the holders of the Accounts to set-off against and immediately to turn over to the Administrative Agent: (i) the Accounts; (ii) all cash, instruments, securities, investments and other property from time to time transferred or credited to, contained in or comprising the Accounts or any of them; (iii) all statements, certificates, passbooks and

instruments representing the Accounts or any of them; (iv) any and all substitutions or additions of or with respect to any of the foregoing; and (v) any and all proceeds and products of any of the foregoing, whether now owned and existing or hereafter acquired or arising, including, without limitation (A) interest, principal, dividends and other amounts or distributions received with respect to any of the foregoing and (B) property received from the sale, exchange or other disposition of any of the foregoing (collectively, the "Account Collateral"). Borrower and Parent Guarantor shall cause any Property Manager and the holders of the Accounts (the "Account Holders") to execute and deliver notices and acknowledgments of the Administrative Agent's security interest in the Accounts, in form and substance satisfactory to the Administrative Agent, prior to the Initial Funding Date or upon establishing each Account, as applicable. Borrower and Parent Guarantor agree from time to time, at their expense, to execute and deliver and promptly cause to be filed in the appropriate public offices UCC financing statements and all further instruments and documents, and to take all further action which Administrative Agent may reasonably request and which are necessary or desirable in the opinion of Administrative Agent or its counsel in order to create, preserve, perfect and protect any security interests granted or purported to be granted hereby and enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Account Collateral. Borrower and Parent Guarantor each hereby authorize Administrative Agent to file one or more financing or continuation statements, and amendments thereto, and authorize Administrative Agent to take all such further action and execute all such further documents and instruments as may be reasonably necessary or desirable in order to create, preserve, perfect and protect the security interest granted hereby, without the signature of Borrower or Parent Guarantor where permitted by law. Whenever applicable law requires the signature of Borrower or Parent Guarantor on a document to be filed to preserve, perfect or protect the security interest granted hereby, Borrower and Parent Guarantor hereby appoint Administrative Agent as their respective attorney-in-fact, with full power of substitution, to sign their names (or the names of any of them) on any such document. Borrower and Parent Guarantor hereby agree that a photocopy or other reproduction of this Agreement or any financing statement covering the Account Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. Neither Borrower nor Parent Guarantor shall further pledge, assign or grant a security interest in the Account Collateral or any part thereof or permit any other lien to attach thereto or any levy to be made thereon, or any UCC-1 financing statement (except those naming Administrative Agent as secured party) to be filed with respect thereto.

(b) After the occurrence and during the continuance of a Default, the Administrative Agent shall, in addition to all remedies conferred upon it and the Lenders by law and by the terms of the Loan Documents, have the right, but not the obligation, without notice to Borrower or Parent Guarantor, except as required by law, and at any time or from time to time to charge, set-off and otherwise apply all or any portion of the Account Collateral against the Secured Obligations and direct the disbursement thereof to the Administrative Agent. In furtherance of the foregoing, the Administrative Agent shall be irrevocably authorized to direct the Account Holders to withdraw or transfer the Account Collateral from the Accounts and deposit or deliver the same into an account of, or designated by, the Administrative Agent in its sole and absolute discretion. The Account Holders shall be irrevocably authorized to comply with any and all directions so given by the Administrative Agent.

(c) In addition to (and not in limitation of) all other rights or remedies granted to the Administrative Agent and the Lenders pursuant to the Loan Documents, Borrower and Parent Guarantor hereby grant the Account Holders, their Affiliates and the Administrative Agent, in each case for the benefit of the Administrative Agent and the Lenders, a contractual right of set-off against each of the Accounts and all of the Account Collateral.

(d) Notwithstanding anything to the contrary contained in this Agreement, and without limiting the foregoing provisions of this Section 6.39, after a Default has occurred and during the continuance thereof, the Administrative Agent may, at its sole and absolute discretion, (A) elect to apply the Account Collateral in whole or in part to pay Opryland Hotel Florida expenditures, (B) elect to have all or any portion of the Account Collateral disbursed to a receiver appointed by a court of competent jurisdiction and thereafter held and disbursed by such receiver in accordance with the Administrative Agent's directions; and/or (C) elect to apply all or any part of the Account Collateral to the Secured Obligations in such order and in such manner as the Administrative Agent shall determine in its sole and absolute discretion.

(e) The Administrative Agent may also exercise in respect of the Account Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the UCC, and the Administrative Agent may, without notice except as specified below, sell the Account Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. Borrower and Parent Guarantor shall, upon the request of the Administrative Agent, at Borrower's and Parent Guarantor's expense, execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be reasonably necessary or, in the opinion of the Administrative Agent or its counsel, advisable to make such sale of the Account Collateral or any part thereof valid and binding and in compliance with applicable law. Borrower and Parent Guarantor agree that ten (10) days' notice of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of the Account Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(f) BORROWER AND PARENT GUARANTOR HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE ADMINISTRATIVE AGENT OF ITS RIGHTS TO REPOSSESS THE ACCOUNT COLLATERAL WITHOUT JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON SUCH COLLATERAL WITHOUT PRIOR NOTICE OR HEARING.

(g) Without limiting the foregoing provisions of this Section 6.39, after a Default has occurred and during the continuance thereof, the Administrative Agent shall have the right to apply to a court of competent jurisdiction for and to obtain appointment of a receiver of

the Account Collateral as a matter of strict right, to take possession of the Account Collateral, and to apply and disburse the same in accordance with this Agreement.

(h) To the full extent that they may lawfully so agree, Borrower and Parent Guarantor agree that they shall not at any time plead, claim or take the benefit of any appraisement, valuation, stay, extension, moratorium or redemption law now or hereafter in force to prevent or delay the enforcement of this Agreement, the Loan Documents or the absolute sale of any portion of or all of the Account Collateral or any portion of the Opryland Hotel Florida, or the possession of any of the foregoing by any purchaser at any sale under this Agreement or the other Loan Documents, and Borrower and Parent Guarantor, each for itself and all who may claim under Borrower and Parent Guarantor to the full extent that Borrower or Parent Guarantor now or hereafter lawfully may do so, hereby each waives the benefit of all such laws.

6.40 Principal Places of Business; Names. Neither Borrower nor Parent Guarantor will relocate its principal place of business, chief executive office, place where it maintains its records, or residence, or change its name or the name under which it does business or change its jurisdiction of formation without, in each case, giving the Administrative Agent at least thirty (30) days advance written notice thereof or without taking such steps as the Administrative Agent may reasonably require (including, without limitation, executing additional Financing Statements) to maintain the perfection of all Liens in favor of the Administrative Agent with respect to the Collateral.

6.41 Documents of Further Assurance. Borrower and Parent Guarantor shall, from time to time, upon the Administrative Agent's request, promptly execute, deliver, record and furnish such documents as the Administrative Agent may reasonably deem necessary to (a) perfect and maintain perfected as valid Liens upon the Collateral the Liens contemplated by this Agreement, (b) correct any mistakes of a typographical nature which may be contained herein or in any of the Loan Documents, (c) replace any Notes or other Loan Documents that may have been misplaced, lost or destroyed (as evidenced by an affidavit to such effect from the holder thereof), (d) acknowledge and confirm the unpaid principal balance of and interest on the Loans and state whether Borrower or Parent Guarantor claim any off-set or defense with respect thereto and (e) consummate fully the transaction contemplated under this Agreement and the other Loan Documents.

6.42 Wetlands. Neither Borrower nor Parent Guarantor shall cause or permit any construction or other activities at the Opryland Hotel Florida that affect any wetlands areas except to the extent permitted under Permits or other Governmental Approvals issued by applicable Government Authorities.

ARTICLE VII

DEFAULTS

The occurrence of any one or more of the following events shall constitute a Default:

7.1 Any representation or warranty made or deemed made by or on behalf of Borrower, Parent Guarantor or any Subsidiary Guarantor to the Lenders or the Administrative Agent under or in connection with this Agreement, any Advance, or any certificate or material written or documentary information delivered in connection with this Agreement or any other Loan Document shall be false in any material respect on the date as of which made or deemed remade in accordance with the terms hereof.

7.2 (a) Nonpayment of principal of or interest on any Loan, any Unpaid Drawing (or interest thereon), any commitment fee, undrawn fee, Letter of Credit Fee, Facing Fee or Agency Fee payable to the Administrative Agent or any Lender under any of the Loan Documents (i) within five Business Days after the date such payment is due or (ii) on the Maturity Date (or such earlier date on which all of the Obligations may become due or may be declared due hereunder) or (b) nonpayment of any Obligations (other than those described in the preceding clause (a)), payable to the Administrative Agent or any of the Lenders under any of the Loan Documents, (i) within five Business Days after written notice from the Administrative Agent to Borrower that the same has not been paid when due or (ii) on the Maturity Date (or such earlier date on which all of the Obligations may become due or may be declared due hereunder).

7.3 The breach by Borrower or Parent Guarantor of any of the terms or provisions of Sections 2.22, 6.2, 6.6 (provided that a breach of any covenant in Section 6.6 with respect to the furnishing of information, evidence or certificates of insurance shall not be a Default until the same remains unremedied for ten (10) days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor), 6.13, 6.14, 6.15, 6.16, 6.17, 6.18 (provided that a Default shall not occur in respect of any breach of the covenant in the last sentence of Section 6.18(a) to deliver documentation with respect to new Subsidiary Guarantors unless such breach is not remedied within ten (10) days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor), 6.19, 6.20, 6.22, 6.23, 6.24, 6.25, 6.33, 6.34, 6.35 (provided that a breach of Section 6.35(b)(i) shall not be a Default unless the same is also a breach of Section 6.35(c)(ii) or the same remains unremedied for ten (10) days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor; a breach of Section 6.35(b)(iv) shall not be a Default unless the same results in a material impairment of the Florida Hotel Ground Lease or the Lien of the Mortgage or the same remains unremedied for ten (10) Business Days after receipt of written notice thereof from the Administrative Agent to Borrower; a breach of Section 6.35(c)(i) shall not be a Default unless the same is also a breach of Section 6.35(c)(ii) or the same remains unremedied for ten (10) Business Days after receipt of written notice thereof from the Administrative Agent to Borrower; and a breach of Section 6.35(f) shall not be a Default unless the same remains unremedied for ten (10) Business Days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor), 6.36, 6.37, 6.39 or 6.40.

7.4 The breach by Borrower or Parent Guarantor (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of this Agreement or any of the other Loan Documents which (a) if a default in the payment of money as and when due, is not remedied within five (5) Business Days after written notice from the Administrative Agent to Borrower or Parent Guarantor, or (b) if any other breach or default, is not remedied for thirty (30) days after receipt of written notice from the Administrative Agent thereof to Borrower or Parent Guarantor, provided that if Borrower or Parent Guarantor commence to remedy such non-monetary breach or default within such thirty (30) day time period, such thirty (30) day time period for cure shall be extended for such time as is reasonably necessary to complete such cure so long as Borrower or Parent Guarantor are diligently pursuing the completion of such cure, but in no event shall the time period for cure be extended for a period in excess of ninety (90) days after Borrower's or Parent Guarantor's receipt of the initial written notice of breach or default.

7.5 Borrower, Parent Guarantor or any of their Subsidiaries shall (a) default in any payment of any Indebtedness (other than the Obligations) beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created or (b) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than the Obligations) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due or required to be repurchased prior to its stated maturity, provided that (x) it shall not be a Default or Event of Default under this Section 7.5 unless the aggregate principal amount of all Indebtedness as described in preceding clauses (a) and (b) is at least $10,000,000.00.

7.6 Borrower, any Property Manager, Parent Guarantor or any Subsidiary Guarantor shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (v) take any corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 7.6 or (vi) fail to contest in good faith any appointment or proceeding described in Section 7.7.

7.7 Without the application, approval or consent of Borrower, any Property Manager, Parent Guarantor or any Subsidiary Guarantor, a receiver, trustee, examiner, liquidator or similar official shall be appointed for Borrower, any Property Manager, Parent Guarantor or any Subsidiary Guarantor or any of its Property, or a proceeding described in Section 7.6(iv) shall be instituted against Borrower, any Property Manager, Parent Guarantor or any Subsidiary

Guarantor and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days.

7.8 Any court, government or governmental agency shall, other than in a Non-Material Condemnation, condemn, seize or otherwise appropriate, or take custody or control of, all or any portion of the Property of Borrower or Parent Guarantor.

7.9 One or more of the following shall occur: (i) any money judgment (other than a money judgment covered by insurance as to which the insurance company has acknowledged coverage), writ or warrant of attachment, or similar process is entered against Borrower, Parent Guarantor, any Subsidiary Guarantor or the Opryland Hotel Florida and shall remain undischarged, unvacated, unbonded or unstayed for a period of thirty (30) days or in any event later than five (5) days prior to the date of any proposed sale thereunder, (ii) a federal, state, local or foreign tax Lien is filed against Borrower, Parent Guarantor, any Subsidiary Guarantor or the Opryland Hotel Florida which is not discharged of record, bonded over or otherwise secured to the satisfaction of the Administrative Agent within thirty (30) days after the filing thereof, or (iii) an Environmental Lien is filed against Borrower, Parent Guarantor, any Subsidiary Guarantor or the Opryland Hotel Florida, and the aggregate amount of any or all of the foregoing with respect to Borrower and the Opryland Hotel Florida exceeds $250,000.00 or with respect to Borrower, Parent Guarantor and Subsidiary Guarantors, taken together, exceeds $5,000,000.00.

7.10 The occurrence of any "Default" or "Event of Default", as defined in any Loan Document (other than this Agreement).

7.11 Nonpayment by Borrower of any Rate Management Obligation when due or the breach by Borrower of any material term, provision or condition contained in any Rate Management Transaction and the expiration of the cure period, if any, applicable thereto under the provisions of the Rate Management Transaction.

7.12 The Guaranty shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of the Guaranty, or Parent Guarantor or any Subsidiary Guarantor shall fail to comply with any of the terms or provisions of the Guaranty or shall deny that it has any further liability thereunder, or shall give notice to such effect.

7.13 Any Collateral Document shall for any reason fail to create a valid and perfected first priority security interest in any collateral purported to be covered thereby, or any Collateral Document shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Collateral Document.

7.14 The representations and warranties set forth in Section 5.15 ("Plan Assets; Prohibited Transactions; ERISA") shall at any time not be true and correct.

7.15 Substantial Completion does not occur on or prior to June 30, 2004.

7.16 There shall occur any Change of Control not consented to by the Majority Lenders.

7.17 There shall occur an Event of Default under (and as defined in) the Florida Hotel Ground Lease.

7.18 The Florida Master Ground Lease shall expire, be terminated or otherwise cease to be in full force and effect and Florida Master Lessor shall fail or refuse for any reason to recognize the Florida Hotel Ground Lease as a direct lease, pursuant to the terms of the Omnibus Amendment as in effect on the date hereof.

ARTICLE VIII

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1 Acceleration.

(a) If any Default described in Section 7.6 or 7.7 occurs with respect to Borrower, Parent Guarantor, any Property Manager or any Subsidiary Guarantor, the Revolving Loan Commitment and the obligations of the Lenders to issue Letters of Credit and make Revolving Loans and Swingline Loans hereunder shall automatically terminate and the Obligations shall immediately become due and payable without any election or action on the part of the Administrative Agent or any Lender, and Borrower shall immediately pay to the Administrative Agent an additional amount of cash, to be held as cash collateral by Administrative Agent for the benefit of the Issuing Banks as security for Borrower's and Parent Guarantor's reimbursement obligations in respect of all Letters of Credit then outstanding, which amount (the "Letter of Credit Collateral Amount") shall be equal to the aggregate Stated Amount of such Letters of Credit. If any other Default occurs, the Administrative Agent shall upon the direction of, and may, with the consent of Majority Lenders, take any or all of the following actions: (i) terminate or suspend the Revolving Loan Commitment and the obligations of the Lenders to issue Letters of Credit and make Revolving Loans and Swingline Loans hereunder, or (ii) declare the Obligations to be due and payable, whereupon the Obligations, including, without limitation, the Letter of Credit Collateral Amount, shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which Borrower and Parent Guarantor hereby expressly waive or (iii) terminate any Letter of Credit which may be terminated in accordance with its terms.

(b) The Administrative Agent may, and, at the request of the Majority Lenders shall, at any time or from time to time while any Default exists and is continuing apply any funds deposited in any of the Accounts to the payment of the Secured Obligations and any other amounts as shall from time to time have become due and payable by Borrower to the Lenders under the Loan Documents.

(c) At any time while any Default is continuing, neither Borrower nor any Person claiming on behalf of or through Borrower shall have any right to withdraw any of the funds held in any Account. After all of the Obligations have been indefeasibly paid in full and the Revolving Loan Commitment has been terminated, any funds remaining in the Accounts shall be returned by the Administrative Agent to Borrower or paid to whomever may be legally entitled thereto at such time.

(d) If, after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans hereunder as a result of any Default (other than any Default as described in Section 7.6 or 7.7 with respect to Borrower or Parent Guarantor) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Majority Lenders (in their sole discretion) shall so direct, then the Administrative Agent shall, by notice to Borrower, rescind and annul such acceleration and/or termination.

8.2 All Remedies. Upon the occurrence and during the continuance of a Default, the Administrative Agent and the Lenders shall have all rights and remedies set forth herein, in the Loan Documents, at law and in equity and the Administrative Agent and the Lenders shall have the right (but not the obligation) to pursue one or more of such rights and remedies concurrently or successively, it being the intent hereof that all such rights and remedies shall be cumulative, and that no remedy shall be to the exclusion of any other.

8.3 Intentionally Reserved.

8.4 Enforcement. Borrower and Parent Guarantor each acknowledge that in the event Borrower or Parent Guarantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or any other Loan Document, any remedy of law may prove to be inadequate relief to the Administrative Agent and the Lenders; therefore, Borrower and Parent Guarantor each agree that the Administrative Agent and the Lenders shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

8.5 Preservation of Rights. No delay or omission of the Lenders or the Administrative Agent to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of an Advance notwithstanding the existence of a Default or the inability of Borrower or Parent Guarantor to satisfy the conditions precedent to such Advance shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Administrative Agent, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Obligations have been paid in full.

ARTICLE IX

GENERAL PROVISIONS

9.1 Survival of Representations. All representations and warranties made herein and all obligations, covenants and agreements of Borrower and Parent Guarantor in respect of taxes, indemnification and expense reimbursement shall survive the execution and delivery of this Agreement and the other Loan Documents, the making and repayment of the Advances and the termination of this Agreement and shall not be

limited in any way by the passage of time or occurrence of any event and shall expressly cover time periods when the Administrative Agent or any of the Lenders may have come into possession or control of any Property of Borrower or Parent Guarantor.

9.2 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to any Borrower or Parent Guarantor in violation of any limitation or prohibition provided by any applicable statute or regulation unless the same has resulted from the failure of such Lender to comply with any requirements imposed upon such Lender by applicable Law.

9.3 Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4 Entire Agreement. The Loan Documents embody the entire agreement and understanding among Borrower, Parent Guarantor, the Administrative Agent and the Lenders and supersede all prior agreements and understandings among Borrower, Parent Guarantor, the Administrative Agent and the Lenders relating to the subject matter hereof.

9.5 Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Administrative Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Borrower and Parent Guarantor are jointly and severally liable and obligated for each other's obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns, provided, however, that the parties hereto expressly agree that the Joint Book Running Managers, Co-Lead Arrangers and Syndication Agent (each, an Initial Lender Affiliate, and collectively, the "Initial Lender Affiliates") shall enjoy the benefits of the provisions of Sections 9.6, 9.10, 10.10, 10.18 and 10.20 to the extent specifically set forth therein and shall have the right to enforce such provisions on their own behalf and in their own names to the same extent as if each were a party to this Agreement.

9.6 Expenses; Indemnification. (a) Borrower and Parent Guarantor shall reimburse the Administrative Agent for any costs and out-of-pocket expenses (including reasonable attorneys' fees) paid or incurred by the Administrative Agent (but excluding overhead and internal costs) in connection with the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents, in connection with disbursements hereunder and otherwise with respect to the Opryland Hotel Florida. Borrower and Parent Guarantor agree to reimburse the Administrative Agent and the Lenders for any costs and out-of-pocket expenses (including reasonable attorneys' fees and time charges of attorneys for the Administrative Agent and the Lenders, but excluding internal administrative overhead except for legal fees hereafter referred to in this sentence) paid or incurred by the Administrative Agent and the Lenders, which

attorneys may be employees of the Administrative Agent or any Lender in connection with the collection and enforcement of the Loan Documents in the event of a Default. Expenses required to be reimbursed by Borrower and Parent Guarantor under this Section 9.6 include, without limitation, the cost and expense of obtaining an Appraisal of the Opryland Hotel Florida, provided that so long as no Default shall exist that is continuing Borrower and Parent Guarantor shall not be required to pay for an Appraisal other than (i) the initial Appraisal by Cushman & Wakefield obtained by the Administrative Agent prior to the Effective Date and (ii) a single further Appraisal of the Opryland Hotel Florida which the Administrative Agent may commission in its sole discretion.

(b) Borrower and Parent Guarantor hereby further agree to indemnify the Administrative Agent, the Initial Lender Affiliates, each Lender, their respective Affiliates, and each of their agents, shareholders, directors, officers and employees against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent, any Initial Lender Affiliate, any Lender or any affiliate is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Advance hereunder except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification. The obligations of Borrower and Parent Guarantor under this Section 9.6 shall survive the termination of this Agreement.

9.7 Numbers of Documents. All statements, notices, closing documents, and requests hereunder shall be furnished to the Administrative Agent with sufficient counterparts so that the Administrative Agent may furnish one to each of the Lenders.

9.8 Accounting. Except as provided to the contrary herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with Agreement Accounting Principles.

9.9 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10 Nonliability of Lenders. The relationship between Borrower on the one hand and the Lenders and the Administrative Agent on the other hand shall be solely that of borrower and lender. None of the Administrative Agent, any Initial Lender Affiliate, or any Lender shall have any fiduciary responsibilities to Borrower, Parent Guarantor or any Subsidiary Guarantor. None of the Administrative Agent, any Initial Lender Affiliate, or any Lender undertakes any responsibility to Borrower, Parent Guarantor or any Subsidiary Guarantor to review or inform Borrower, Parent Guarantor or any Subsidiary Guarantor of any matter in connection with any phase of Borrower's business or operations.

Borrower agrees that none of the Administrative Agent, any Initial Lender Affiliate, or any Lender shall have liability to Borrower (whether sounding in tort, contract or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. None of the Administrative Agent, any Initial Lender Affiliate, or any Lender shall have any liability with respect to, and Borrower hereby waives, releases and agrees not to sue for, any special, indirect or consequential damages suffered by Borrower, Parent Guarantor or any Subsidiary Guarantor in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby.

9.11 Confidentiality. (a) Subject to the provisions of Section 9.11(b) and Section 12.4, each Lender agrees that it will use its reasonable efforts not to disclose without the prior consent of Parent Guarantor (other than to its employees, officers, directors, auditors, advisors or counsel or to another Lender, provided such Persons shall be subject to the provisions of this Section 9.11 to the same extent as such Lender) any confidential information with respect to Parent Guarantor or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Loan Document, provided that any Lender may disclose any such information (a) as has become generally available to the public other than by virtue of a breach of this Section by such Lender, (b) to the extent such information was legally in possession of such Lender prior to its receipt from or on behalf of Parent Guarantor or any of its Subsidiaries and was from a source not known to such Lender to be (x) bound by a confidentiality agreement with Parent Guarantor or (y) otherwise prohibited from transmitting such information to such Lender by a contractual, legal or fiduciary obligation, (c) such information becomes available to such Lender from a source other than Parent Guarantor or any of its Subsidiaries and such source is not known to such Lender to be (x) bound by a confidentiality agreement with Parent Guarantor or (y) otherwise prohibited from transmitting such information to such Lender by a contractual, legal or fiduciary obligation, (d) as may be required or reasonably appropriate in any report, statement or testimony submitted to, or in response to a request from, any municipal, state or Federal governmental or regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board, the Federal Deposit Insurance Corporation, the NAIC or similar organizations (whether in the United States or elsewhere) or their successors, (e) as may be required or reasonably appropriate in response to any summons or subpoena or in connection with any litigation, (f) in order to comply with any Requirements of Law applicable to such Lender, (g) to the Administrative Agent or any other Lender, (h) to any direct or indirect contractual counterparties in swap agreements or such contractual counterparties' professional advisors; provided that such contractual counterparty or professional advisor to such contractual counterparty agrees in writing to keep such information confidential to the same extent required of the Lenders hereunder, and (i) to any prospective or actual transferee or participant in connection with any contemplated transfer or participation of any of the Notes or Revolving Loan Commitment or any interest therein by such Lender, provided that such prospective transferee shall have agreed to be subject to the provisions of this Section 9.11.

(b) Borrower hereby acknowledges and agrees that each Lender may, but only in connection with the transactions contemplated by this Agreement and the other Loan Documents or the participation of such Lender pursuant to this Agreement and the other Loan Documents, share with any of its affiliates any information related to Parent Guarantor or any of its Subsidiaries (including, without limitation, any nonpublic customer information regarding the creditworthiness of Parent Guarantor and its Subsidiaries, provided such Persons shall be subject to the provisions of this Section 9.11 to the same extent as such Lender).

(c) Notwithstanding anything herein to the contrary, confidential information shall not include, and the Administrative Agent and each Lender may disclose without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to the Administrative Agent or such Lender relating to such tax treatment and tax structure; provided that with respect to any document or similar item that in either case contains information concerning the tax treatment or tax structure of the transaction as well as other information, this sentence shall apply only to such portions of the document or similar item that relate to the tax treatment or tax structure of the Loan and transactions contemplated hereby.

9.12 Nonreliance. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System) for the repayment of the Advances provided for herein.

9.13 Disclosure. Borrower, Parent Guarantor and each Lender hereby (i) acknowledge and agree that Deutsche Bank Trust Company Americas, Deutsche Banc Alex. Brown Inc. and/or their respective Affiliates from time to time may hold investments in, make other loans to or have other relationships with Borrower, Parent Guarantor and any of their Affiliates, and (ii) waive any liability of Deutsche Bank Trust Company Americas, Deutsche Banc Alex. Brown Inc. and/or their respective Affiliates to Borrower, Parent Guarantor or any Lender, respectively, arising out of or resulting from such investments, loans or relationships.

9.14 Marshalling; Payments Set Aside. Neither the Administrative Agent nor any Lender shall be under any obligation to marshal any assets in favor of Borrower or Parent Guarantor, any other party or against or in payment of any or all of the Secured Obligations. To the extent that Borrower or Parent Guarantor makes a payment or payments to the Administrative Agent or the Lenders or any such Person receives payment from the proceeds of the Collateral or exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, right and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

9.15 Successors and Assigns. This Agreement and the other Loan Documents shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and permitted assigns of the Lenders. The rights hereunder of Borrower and Parent Guarantor and any interest therein, may not be assigned without the written consent of all Lenders, which may be granted or withheld in the sole discretion of each.

9.16 Inconsistencies. This Agreement and each of the other Loan Documents shall be construed to the extent reasonable to be consistent one with the other, but to the extent that the terms and conditions of this Agreement are actually inconsistent with the terms and conditions of any other Loan Document, this Agreement shall govern. Notwithstanding anything to the contrary contained herein, the existence of (and the Lenders' review of), the Organizational Documents shall not be deemed to be an approval by the Administrative Agent or the Lenders of any of the actions that may be permitted to be taken by Borrower, Parent Guarantor or any other Person thereunder to the extent such actions violate the terms hereof. In addition to the foregoing, none of the terms or provisions hereof shall be deemed to be waived or modified by virtue of the fact that such terms and provisions conflict with, or contradict, any of the terms and provisions of the Organizational Documents.

9.17 Disclaimer by Lender. Neither the Administrative Agent nor the Lenders nor any Initial Lender Affiliate shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer, tenant or other party for services performed or materials supplied in connection with any work performed at the Opryland Hotel Florida or any other Property. Neither the Administrative Agent nor the Lenders nor any Initial Lender Affiliate shall be liable for any debts or claims accruing in favor of any such parties against Borrower, Parent Guarantor or others or against any Property. Neither Borrower nor Parent Guarantor shall be an agent of either the Administrative Agent or the Lenders or any Initial Lender Affiliate for any purposes and neither the Lenders nor the Administrative Agent nor any Initial Lender Affiliate shall be deemed partners or joint venturers with Borrower, Parent Guarantor or any other Person. Neither the Administrative Agent nor the Lenders nor any Initial Lender Affiliate shall be deemed to be in privity of contract with any contractor or provider of services to the Opryland Hotel Florida, nor shall any payment of funds directly to a contractor or subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by either the Administrative Agent or the Lenders or any Initial Lender Affiliate, and Borrower and Parent Guarantor each agree to hold the Administrative Agent, the Lenders and the Initial Lender Affiliates harmless from any of the damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereof.

9.18 Time is of the Essence. Time is of the essence of each and every term and provision of this Agreement and the other Loan Documents.

9.19 Protective Advances. The Administrative Agent may from time to time, before or after the occurrence and during the continuance of a Default, subject to the prior written approval of the Majority Lenders, make such disbursements and advances pursuant to the Loan Documents (which disbursements and advances shall be deemed to be "Loans" made hereunder) which the Administrative Agent, in its

reasonable discretion, deems necessary or desirable to preserve or protect the Collateral or any portion thereof or to enhance the likelihood or maximize the amount of repayment of the Secured Obligations ("Protective Advances"). The Administrative Agent shall notify Borrower, Parent Guarantor and each Lender in writing of each such Protective Advance, which notice (each a "Protective Advance Notice") shall include a description of the purpose of such Protective Advance, the aggregate amount of such Protective Advance, each Lender's Pro Rata Share thereof and the date each Lender shall be required to pay its Pro Rata Share of the Protective Advance (the "Protective Advance Date"), which Protective Advance Date shall be not less than two (2) Business Days after delivery of the Protective Advance Notice. Each Lender agrees to pay to the Administrative Agent its Pro Rata Share of any Protective Advance on the Protective Advance Date in the manner set forth herein for a funding of an Advance. Borrower or Parent Guarantor agree to pay the Administrative Agent, upon demand, the principal amount of all outstanding Protective Advances, together with interest thereon at the rate set forth in Section 2.11 applicable in the event of a Default. If Borrower or Parent Guarantor fail to make payment in respect of any Protective Advance within three (3) Business Days after the date Borrower or Parent Guarantor receive written demand therefor from the Administrative Agent, such failure shall constitute a Default. All outstanding principal of, and interest on, Protective Advances shall constitute Secured Obligations secured by the Collateral until paid in full by Borrower or Parent Guarantor. Upon the making of a Protective Advance, the Administrative Agent shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

ARTICLE X

THE ADMINISTRATIVE AGENT AND THE LENDERS

10.1 Appointment. The Lenders hereby designate Deutsche Bank Trust Company Americas as Administrative Agent to act as specified herein and in the other Loan Documents. Each Lender hereby irrevocably authorizes, and each holder of any Note by the acceptance of such Note shall be deemed irrevocably to authorize, the Administrative Agent to take such action on its behalf under the provisions of this Agreement, the other Loan Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Administrative Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Administrative Agent may perform any of its duties hereunder by or through its respective officers, directors, agents, employees or affiliates.

10.2 Nature of Duties. The Administrative Agent shall not have any duties or responsibilities except those expressly set forth in this Agreement and in the other Loan Documents. Neither the Administrative Agent nor any of its respective officers, directors, agents, employees or affiliates shall be liable for any action taken or omitted by it or them hereunder or under any other Loan Documents or in connection herewith or therewith, unless caused by its or their gross negligence or willful misconduct (as determined

by a court of competent jurisdiction in a final and non-appealable decision). The duties of the Administrative Agent shall be mechanical and administrative in nature; the Administrative Agent shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender or the holder of any Note; and nothing in this Agreement or any other Loan Document, expressed or implied, is intended to or shall be so construed as to impose upon the Administrative Agent any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein.

10.3 Lack of Reliance on the Administrative Agent. (a) Independently and without reliance upon the Administrative Agent, each Lender and the holder of each Note, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of Borrower, Parent Guarantor and the Subsidiary Guarantors in connection with the making and the continuance of the Loans and the taking or not taking of any action in connection herewith and (ii) its own appraisal of the creditworthiness of such Persons and, except as expressly provided in this Agreement, the Administrative Agent shall not have any duty or responsibility, either initially or on a continuing basis, to provide any Lender or the holder of any Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. The Administrative Agent shall not be responsible to any Lender or the holder of any Note for any recitals, statements, information, representations or warranties herein or in any other Loan Document or in any document, certificate or other writing delivered in connection herewith or therewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of this Agreement or any other Loan Document or the financial condition of Borrower, Parent Guarantor or the Subsidiary Guarantors, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Loan Document, or the financial condition of Borrower, Parent Guarantor or the Subsidiary Guarantors or the existence or possible existence of any Default or Unmatured Default.

(b) The Administrative Agent does not represent, warrant or guaranty to the Lenders the performance of Borrower, Parent Guarantor or any Subsidiary Guarantor, any architect, any project managers, any contractor, subcontractor or provider of materials or services in connection with the construction of the Texas Project and Borrower and Parent Guarantor shall remain solely responsible for all aspects of the Texas Project, including but not limited to the quality and suitability of the plans and specifications, the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants and property managers and the accuracy of all applications for payment.

10.4 Certain Rights of the Administrative Agent. If the Administrative Agent shall request instructions from the Majority Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Loan Document, the Administrative Agent shall be entitled to refrain from such act or taking such action unless and until the Administrative Agent shall have received instructions from the Majority Lenders; and the Administrative Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender or

holder of any Note shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder or under any other Loan Document in accordance with the instructions of the Majority Lenders.

10.5 Reliance. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the Administrative Agent in good faith believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement and any other Loan Document and its duties hereunder and thereunder, upon advice of counsel selected by the Administrative Agent (which may be counsel for Borrower or Parent Guarantor).

10.6 Indemnification. To the extent the Administrative Agent is not reimbursed and indemnified by Borrower or Parent Guarantor, the Lenders will reimburse and indemnify the Administrative Agent, in proportion to their respective "percentages" as used in determining the Majority Lenders, for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent in performing its respective duties hereunder or under any other Loan Document, in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

10.7 The Administrative Agent in its Individual Capacity. With respect to its obligation to make Loans, or issue or participate in Letters of Credit, under this Agreement, the Administrative Agent shall have the rights and powers specified herein for a "Lender" and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term "Lenders," "Majority Lenders," "holders of Notes" or any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity. The Administrative Agent may accept deposits from, lend money to, and generally engage in any kind of banking, investment banking, trust or other business with Borrower, Parent Guarantor or any Subsidiary Guarantor or any Affiliate of any such Person as if it were not performing the duties specified herein, and may accept fees and other consideration from any such Person for services in connection with this Agreement or any other Loan Document and otherwise without having to account for the same to the Lenders.

10.8 Holders. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent. Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee, assignee or endorsee, as the case may be, of such Note or of any Note or Notes issued in exchange therefor.

10.9 Resignation by the Administrative Agent. (a) The Administrative Agent may resign from the performance of all its functions and duties hereunder and/or under the other Loan Documents at any time by giving 15 Business Days' prior written notice to Borrower, Parent Guarantor and the Lenders. Any such resignation by the Administrative Agent hereunder shall also constitute its resignation as the Swingline Lender, if applicable, in which case the Swingline Lender shall not be required to make any additional Swingline Loans hereunder and shall maintain all of its rights as the Swingline Lender with respect to Swingline Loans made by it prior to the date of such resignation. Such resignation shall take effect upon the appointment of a successor Administrative Agent pursuant to clauses (b) and (c) below or as otherwise provided below. Furthermore, Administrative Agent may be removed by the Majority Lenders in the event that Administrative Agent committed a willful breach of, or was grossly negligent in the performance of, its material obligations hereunder (as determined by a court of competent jurisdiction in a final, non-appealable decision).

(b) Upon any such notice of resignation by the Administrative Agent, Borrower and Parent Guarantor shall appoint a successor Administrative Agent hereunder or thereunder who shall be a commercial Lender or trust company reasonably acceptable to the Majority Lenders (it being understood and agreed that any Lender is deemed to be acceptable to the Majority Lenders), provided that, if a Default or an Unmatured Default exists at the time of such resignation, the Majority Lenders shall appoint such successor Administrative Agent.

(c) If a successor Administrative Agent shall not have been so appointed within such 15 Business Day period, the Administrative Agent, with the consent of Borrower and Parent Guarantor (which consent shall not be unreasonably withheld), shall then appoint a successor Administrative Agent who shall serve as Administrative Agent hereunder or thereunder until such time, if any, as Borrower, Parent Guarantor or the Majority Lenders, as the case may be, appoint a successor Administrative Agent as provided above.

(d) If no successor Administrative Agent has been appointed pursuant to clause (b) or (c) above by the 30th Business Day after the date such notice of resignation was given by the Administrative Agent, the Administrative Agent's resignation shall become effective and the Majority Lenders shall thereafter perform all the duties of the Administrative Agent hereunder and/or under any other Loan Document until such time, if any, as Borrower, Parent Guarantor or the Majority Lenders, as the case may be, appoint a successor Administrative Agent as provided above.

10.10 Other Agents. None of the Co-Lead Arrangers nor the Joint Book Running Managers nor the Syndication Agent shall have any liabilities or obligations hereunder in their respective capacities as such.

10.11 Lender Default. If any Lender (a "Defaulting Lender") fails to fund its Pro Rata Share of any Advance on or before the time required pursuant to this Agreement, or fails to fund its Pro Rata Share of any amount due under Section 10.14(d) or the last sentence of Section 10.12 on or before the time required thereunder or fails to pay the Administrative Agent, within twenty (20) days of demand (which demand shall be accompanied by invoices or other reasonable back up information demonstrating the

amount owed), such Lender's Pro Rata Share of any out-of-pocket costs, expenses or disbursements incurred or made by the Administrative Agent pursuant to the terms of this Agreement (the aggregate amount which the Defaulting Lender fails to pay or fund is herein referred to as the "Default Amount"; and each such failure by a Lender is referred to herein as a "Lender Default"), then, in addition to the rights and remedies that may be available to the Non-Defaulting Lenders at law and in equity:

(a) The Defaulting Lender's right to participate in the administration of the Obligations and the Loan Documents, including without limitation, any rights to vote upon, consent to or direct any action of the Administrative Agent or the Lenders shall be suspended and such rights shall not be reinstated unless and until such default is cured, provided, however, that if the Administrative Agent is a Defaulting Lender, the Administrative Agent shall continue to have all rights provided for in this Agreement and the Loan Agreement with respect to the administration of the Loans, unless the Majority Lenders vote to remove and replace the Administrative Agent, in which event the Majority Lenders shall notify the Administrative Agent, Borrower, Parent Guarantor and the other Lenders of the identity of the successor Administrative Agent so chosen by the Majority Lenders and such successor Administrative Agent shall assume all the rights and duties of Administrative Agent hereunder as of the date such notice is given;

(b) If and to the extent the Default Amount includes an amount which, if advanced by the Defaulting Lender, would be applied to interest, fees or other amounts due to the Lenders under the Loan Documents (such portion of the Default Amount is herein referred to as the "Lender Payment Portion"), the Administrative Agent may, and shall upon the direction of the Majority Lenders, treat as advanced by the Defaulting Lender to itself (with a corresponding automatic increase in the Defaulting Lender's Loan balance, and without necessity for executing any further documents) the Lender Payment Portion, whereupon a corresponding offset shall be made against the Default Amount;

(c) If and to the extent any Default Amount remains (after taking into account the deemed advance and application made under Section 10.11(b) above), any or all of the Non-Defaulting Lenders shall be entitled (but shall not be obligated) to fund all or part of the remaining Default Amount (the "Funded Default Amount"), and collect from the Defaulting Lender or from amounts otherwise payable to the Defaulting Lender interest at the Default Rate on the Funded Default Amount for the period from the date on which the payment was due until the date on which payment is made (less any interest actually paid by Borrower on the Funded Default Amount from time to time, which payments shall be applied by the Administrative Agent pari passu to the Non-Defaulting Lenders which shall have so funded the Funded Default Amount);

(d) So long as any Default Amount remains outstanding, the Defaulting Lender's interest in the Obligations and the Loan Documents and proceeds thereof shall be subordinated to the interest of the Non-Defaulting Lenders in the Obligations and the Loan Documents in the manner set forth in Section 10.11(e) below, without necessity for executing any further documents, provided that such Defaulting Lender's interest in the Obligations and the Loan Documents and the proceeds thereof shall no longer be so subordinated if the Default Amount (and all interest which has accrued pursuant to Section 10.11(c) above) shall be repaid

(or, if not funded by the Non-Defaulting Lenders, advanced to the Administrative Agent for disbursement in accordance with this Agreement) in full;

(e) To achieve such subordination, that portion of all amounts received by the Administrative Agent on account of the Obligations which would otherwise be payable to the Defaulting Lender on account of its interest in the Obligations shall be applied by the Administrative Agent as follows:

(i) first to pay pari passu to the Non-Defaulting Lenders the Funded Default Amount, together with interest thereon payable under Section 10.11(c) above, until the Funded Default Amount and all interest thereon has been repaid in full (with collections from Borrower being deemed earned by the Defaulting Lender to the extent of its Pro Rata Share thereof and paid over to the Non-Defaulting Lenders for application first to interest (in accordance with Section 10.13(c) above and then to principal upon the Funded Default Amount); then

(ii) second, the remainder, if any, shall be deemed earned by the Defaulting Lender to the extent of its Pro Rata Share thereof and held in escrow by the Administrative Agent for distribution as follows:

(A) upon payment in full of all the Secured Obligations, without foreclosure, deed-in-lieu of foreclosure (or other similar disposition of the Collateral) or other enforcement proceedings with respect to the Secured Obligations, the funds held in escrow shall be promptly disbursed to the Defaulting Lender; and

(B) upon completion of any foreclosure, deed-in-lieu of foreclosure (or other similar disposition of the Collateral) or other enforcement proceedings with respect to the Secured Obligations the funds held in trust shall be promptly disbursed as follows:

(1) first, to the Non-Defaulting Lenders and their Affiliates which are Holders of Secured Obligations pari passu in the amount of all Secured Obligations which have not been paid and satisfied by the foreclosure, deed-in-lieu of foreclosure (or other similar disposition of the Collateral) or other enforcement proceedings with respect to the Secured Obligations in order to compensate the Non-Defaulting Lenders for any failure to recover the full amount of the Secured Obligations upon completion of any such disposition of the Collateral or other enforcement action; and

(2) second, any remaining funds shall be disbursed to the Defaulting Lender.

(f) Each Non-Defaulting Lender shall have the right, but not the obligation, in its sole discretion, to acquire such Defaulting Lender's Pro Rata Share of the Advances and the Obligations, together with the Funded Default Amount, in which case the following provisions shall apply:

(i) If more than one Non-Defaulting Lender exercises such right, each such Non-Defaulting Lender shall have the right to acquire (in proportion to such acquiring Lenders' respective Pro Rata Shares (or upon agreement thereof, any other proportion)) the Defaulting Lender's Pro Rata Share in the Advances and the Obligations, together with all of the Funded Default Amount (being deemed a portion of the Obligations advanced by the Non-Defaulting Lenders which funded the Funded Default Amount). Such right to purchase shall be exercised by written notice from the applicable Non-Defaulting Lender(s) electing to exercise such right to the Defaulting Lender and the Administrative Agent (an "Exercise Notice"), copies of which shall also be sent concurrently to the other Lenders. The Exercise Notice shall specify (A) the Purchase Price for the Pro Rata Share of the Defaulting Lender, determined in accordance with Section 10.11(f)(ii) below, and (B) the date on which such purchase is to occur, which shall be any Business Day which is not less than fifteen (15) days after the date on which the Exercise Notice is given, provided that if such Defaulting Lender shall have cured its default in full (including all interest and other amounts due in connection therewith) to the satisfaction of the Administrative Agent within said fifteen (15) day period, then the Exercise Notice shall be of no further effect and the applicable Non-Defaulting Lenders shall no longer have a right to purchase such Defaulting Lender's Pro Rate Share or the Funded Default Amount. Upon any such purchase of the Pro Rata Share of a Defaulting Lender and as of the date of such purchase (the "Purchase Date"), (X) the Non-Defaulting Lenders purchasing the Defaulting Lender's Pro Rata Share shall also purchase the Funded Default Amount in equivalent proportions from the Non-Defaulting Lenders which funded the same, for a purchase price equal to par plus interest accrued and unpaid thereon under the provisions of Section 10.11(c) ("Default Amount Accrued Interest"), (Y) the Non-Defaulting Lenders purchasing the Defaulting Lender's Pro Rata Share shall promptly advance to the Administrative Agent their proportionate shares of any unfunded portion of the Default Amount, and (Z) the Defaulting Lender's interest in the Loans and the Obligations, and its rights hereunder as a Lender arising from and after the Purchase Date (but not its rights and liabilities in respect thereof or under the Loan Documents or this Agreement for obligations, indemnities and other matters arising or matters occurring before the Purchase Date) shall terminate on the Purchase Date, and the Defaulting Lender shall promptly execute all documents reasonably requested to surrender and transfer such interest. Without in any manner limiting the remedies of the Lenders, the obligations of a Defaulting Lender to sell and assign its Pro Rata Share under this Section 10.11(f) shall be specifically enforceable by the Administrative Agent and/or the other Lenders, by an action brought in any court of competent jurisdiction for such purpose, it being acknowledged and agreed that, in light of the disruption in the administration of the Advances and the other terms of the Loan Documents that a Defaulting Lender may cause, damages and other remedies at law are not adequate.

(ii) The purchase price for the Pro Rata Share of the Advances and the Obligations of a Defaulting Lender (the "Purchase Price") shall be equal to one hundred percent (100%) of the sum of all of the Defaulting Lender's Advances (including advances for Protective Advances) under the Loans outstanding as of the Purchase Date, less the Default Amount Accrued Interest and costs and expenses incurred by the Administrative Agent and the Lenders directly as a result of the Defaulting Lender's default hereunder, court costs and the fees and expenses of attorneys, paralegals, accountants and other similar advisors, and if such amounts are not then known, there shall be deducted from the Purchase Price and placed into escrow with the Administrative Agent an amount equal to 200% of the Administrative Agent's reasonable estimate of such costs, to be held for disbursement to pay such costs as incurred, with any

remainder being returned to the Defaulting Lender upon payment in full of all the Secured Obligations. The Lenders hereby acknowledge that the Lenders purchasing the Defaulting Lender's Pro Rata Share are entitled to do so at the price set forth in this Section 10.11(f)(ii) due to the risk that the Obligations and Collateral may further decline in value after such purchase as a result of the Defaulting Lender's default.

Nothing herein contained shall be deemed or construed to waive, diminish or limit, or prevent or stop any Lender from exercising or enforcing, any rights or remedies which may be available at law or in equity as a result of or in connection with any default under this Agreement by a Lender. In addition, no Lender shall be deemed to be a Defaulting Lender if such Lender refuses to fund its Pro Rata Share of any Advance being made after any bankruptcy-related Default under Section 7.6 or Section 7.7 of this Agreement due to the lack of bankruptcy court approval for such Advance.

10.12 Authority. The Administrative Agent, as described herein, shall have all rights with respect to collection and administration of the Obligations, the security therefor and the exercise of remedies with respect thereto, except to the extent otherwise expressly set forth herein. The Lenders agree that the Administrative Agent shall make all determinations as to whether to grant or withhold approvals under the Loan Documents and as to compliance with the terms and conditions of the Loan Documents, except to the extent otherwise expressly set forth therein or herein. The Administrative Agent will simultaneously deliver to the Lenders copies of any default notices sent to Borrower, Parent Guarantor or any Subsidiary Guarantor under the terms of the Loan Documents and will promptly provide to the Lenders copies of any material notices received from Borrower, Parent Guarantor or any Subsidiary Guarantor, including without limitation notices received under Section 6.18 (and copies of the documents received by the Administrative Agent thereunder). The Administrative Agent shall not, however, take the following actions without first obtaining the consent of requisite Lenders, as set forth below:

(a) The Administrative Agent shall not, without first obtaining the consent of the Unanimous Lenders, take any of the following actions:

(i) amend the interest rate, any date on which interest is due, or the Maturity Date set forth in the Loan Documents;

(ii) release any collateral for the Secured Obligations, or release any guaranty, indemnity agreement or any Person (including, without limitation, any Subsidiary Guarantor) with respect to any such guaranty or indemnity agreement (except for the release of any Subsidiary Guarantor from the Guaranty upon consummation of an Asset Sale with respect to such Subsidiary Guarantor or substantially all of its assets and except for releases otherwise expressly permitted pursuant to the Loan Documents upon satisfaction of all applicable conditions specified therein), or waive or release any indemnity obligations of Borrower, Parent Guarantor or any guarantor (including, without limitation, any Subsidiary Guarantor) to the Lenders under the Loan Documents;

(iii) increase the amount of the Revolving Loan Commitment, except with respect to any increase in the Revolving Loan Commitment as may occur from time to time pursuant to Section 2.19 hereof;

(iv) forgive or reduce any principal, interest or fees due under the Obligations or extend the time for payment of any such principal, interest or fees;

(v) consent to the further encumbrance or hypothecation of all or any portion of the Opryland Hotel Florida or any other Collateral except to the extent expressly permitted under the Loan Documents;

(vi) modify, waive or consent to any assignment in violation of Section 12.1(i);

(vii) change the Pro Rata Share of any Lender, except in connection with a transfer of a Lender's interest permitted under the Loan Agreement or in connection with an increase in the Revolving Loan Commitment pursuant to Section 2.19 hereof;

(viii) modify or amend this Section 10.12; or

(ix) modify or amend the definition of "Unanimous Lenders" or "Majority Lenders" herein.

(b) The Administrative Agent shall not, without first obtaining the consent of the Majority Lenders, take any of the following actions:

(i) exercise (or refrain from exercising) rights or remedies with respect to any Default, including any action with respect to the exercise of remedies or the realization, operation or disposition of any Collateral, provided, however, that the Administrative Agent may deliver consents contemplated by the Loan Documents and waivers of provisions (other than material provisions, including without limitation, any of the provisions specifically enumerated in Section 7.3 hereof) of the Loan Documents;

(ii) amend, supplement or otherwise modify in any material respect any of the Loan Documents or execute a written waiver of any material provision of the Loan Documents (including, without limitation, any of the provisions specifically enumerated in Section 7.3 hereof), provided that such amendment, supplement, modification or waiver does not require the consent of all the Lenders under Section 10.12(a) above;

(iii) consent to the transfer by Borrower or Parent Guarantor of all or any part of its direct or indirect interest in the Opryland Hotel Florida or any other Collateral, except to the extent expressly permitted under the Loan Documents;

(iv) consent to any Change of Control;

(v) agree to cause an additional or updated Appraisal to be ordered at the Lenders' expense;

(vi) modify, amend or waive any requirement in Section 6.25; or

(vii) consent to or take action with respect to any matter specified herein to require the consent or approval of the Majority Lenders.

(c) The consent of the Swingline Lender shall be required for any action, waiver, consent, amendment or other agreement which would have the effect of altering any of the Swingline Lender's rights or obligations with respect to Swingline Loans.

(d) The consent of each Issuing Bank shall be required for any action, waiver, consent, amendment or other agreement which would have the effect of altering any provision of Sections 2.20 through 2.20.4 or altering its rights or obligations with respect to Letters of Credit.

As to any matters which are subject to the consent of any or all of the Lenders, as set forth above or elsewhere in this Agreement, the Administrative Agent shall not be permitted or required to exercise any discretion or to take any action except upon the receipt of the written consent or instruction with respect to such action by the requisite Lenders, which written consent or instruction shall be binding upon the Lenders. Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Lenders' right to consent to or disapprove any particular matter shall be limited to the extent that the Lenders' or Administrative Agent's rights to consent to or disapprove of such matter are limited in the Loan Documents.

As to any matter which is subject to a vote of the Lenders hereunder, any of the Lenders may require the Administrative Agent to initiate such a vote. In such event, the Administrative Agent shall conduct a vote in accordance with the provisions of the next paragraph. The Administrative Agent shall be bound by the results of such vote, so long as the action voted in favor of is permissible under the Loan Documents and under applicable law, and subject to the obligation of each Lender to contribute its Pro Rata Share of all expenses and liabilities incurred in connection therewith as more fully set forth below.

All communications from the Administrative Agent to the Lenders requesting the Lenders' approval (i) shall be given in the form of a written notice to each Lender, (ii) shall be accompanied by a description of the matter as to which such approval is requested and (iii) shall include, if appropriate, the recommendation of the Administrative Agent, if any.

Subject to the foregoing limitations, each Lender hereby appoints and constitutes the Administrative Agent as its agent with full power and authority to exercise on behalf of such Lender any and all rights and remedies which such Lender may have with respect to, and to the extent necessary under applicable law for, the enforcement of the Loan Documents, including the right to exercise, or to refrain from exercising, any and all remedies afforded to such Lender by the Loan Documents or which such Lender may have as a matter of law.

Subject to the last sentence of this paragraph, each Lender shall be responsible for its Pro Rata Share of any reasonable out-of-pocket costs, expenses or liabilities incurred by the Administrative Agent in connection with the Obligations, the protection of any security for the Secured Obligations, the enforcement of the Loan Documents or the management or operation of any Collateral after acquisition of title thereto. Each Lender shall, within twenty (20) days after a written demand therefor accompanied with a description of the amounts payable, contribute its

respective Pro Rata Share of the out-of-pocket costs and expenses incurred by the Administrative Agent in accordance with the terms of this Agreement, including, but not limited to, fees of receivers or trustees, court costs, title company charges, filing and recording fees, appraisers' fees and expenses of attorneys.

10.13 Borrower Default. Promptly after the Administrative Agent acquires actual knowledge that a Default has occurred, the Administrative Agent shall evaluate the circumstances of such Default, its impact on Borrower, Parent Guarantor and Subsidiary Guarantors and the courses of action available to the Lenders, which may include such responses as entering into a forbearance agreement for a period of time, establishing certain additional credit or collateral safeguards in exchange for a waiver of such Default or determining the timing and order of enforcement of the remedies available to the Lenders. Unless expressly directed in writing to the contrary by the Majority Lenders, the Administrative Agent is expressly authorized to discuss such Default and possible resolutions with Borrower, Parent Guarantor and Subsidiary Guarantors and to refrain from exercising any rights and remedies while conducting such evaluation, provided that the Administrative Agent shall not enter into any written forbearance agreement with Borrower, Parent Guarantor or any Subsidiary Guarantor without the prior consent of the Majority Lenders. The foregoing provisions shall not limit the right, power or authority of the Administrative Agent to take actions pursuant to and in accordance with Section 8.1 or Section 9.19.

The Administrative Agent shall, upon completing such evaluation and if the Administrative Agent deems it appropriate, forward to each Lender a written proposal outlining the course of action that the Administrative Agent recommends, if any.

If the Majority Lenders so approve the Administrative Agent's proposal, the Administrative Agent shall seek to implement such proposal in due course in the same manner the Administrative Agent generally implements similar proposals for loans held for its own account.

The Lenders agree to cooperate in good faith and in a commercially reasonable manner in connection with the exercise by the Administrative Agent of the rights granted to the Lenders by law and the Loan Documents, including, but not limited to, providing necessary information to the Administrative Agent with respect to the Obligations, preparing and executing necessary affidavits, certificates, notices, instruments and documents and participating in the organization of applicable entities to hold title to the Opryland Hotel Florida. Each Lender agrees that it shall subscribe to and accept its Pro Rata Share of the ownership interests in any entity organized to hold title to the Opryland Hotel Florida or any other Collateral. The Administrative Agent is hereby authorized to act for and on behalf of the Lenders in all day-to-day matters with respect to the exercise of rights described herein such as the supervision of attorneys, accountants, appraisers or others acting for the benefit of all of the Lenders in connection with litigation, foreclosure, realization of all or any security given as collateral for the Secured Obligations or other similar actions.

10.14 Acquisition of Collateral. If the Administrative Agent (or its nominee or designee), on behalf of the Lenders, acquires the Opryland Hotel Florida or any other Collateral either by foreclosure or deed in lieu of foreclosure, then the Lenders agree to negotiate in good faith to reach agreement among themselves in writing relating to the ownership, operation, maintenance, marketing, and sale of the Opryland Hotel Florida. The Lenders agree that such agreement shall be consistent with the following:

(a) The Collateral will not be held as a long term investment but will be marketed in an attempt to sell the Collateral in a time period consistent with the regulations applicable to national banks for owning real estate. Current Appraisals of the Collateral shall be obtained by the Administrative Agent, such Appraisals shall be furnished to the Lenders from time to time during the ownership period at the Lenders' expense (without diminishing or releasing any obligation of Borrower or Parent Guarantor to pay for such costs) and an appraised value shall be established and updated from time to time based on such Appraisals.

(b) Decision-making with respect to the day to day operations of the Opryland Hotel Florida will be delegated to management and leasing agents. All agreements with such management and leasing agents will be subject to the approval of the Majority Lenders. All material decisions reserved to the owner in such agreements will also be subject to the approval of the Majority Lenders. The day to day supervision of such agents shall be done by the Administrative Agent.

(c) Except as provided in the immediately following sentence, all decisions as to whether to sell the Opryland Hotel Florida and any other Collateral shall be subject to the approval of all the Lenders. Notwithstanding the foregoing, the Lenders agree that if the Administrative Agent receives a bona fide "all cash" (as determined by the Administrative Agent in its discretion) offer for the purchase of the Opryland Hotel Florida or other Collateral which has been approved in writing by the Majority Lenders and such offer equals or exceeds one hundred percent (100%) of the most recent appraised values of the Opryland Hotel Florida and/or such other Collateral, as applicable, as established by an Appraisal or Appraisals that have been completed within six months of such offer, then the Administrative Agent is irrevocably authorized to accept such offer on behalf of all the Lenders.

(d) All expenses incurred by the Administrative Agent and the Lenders in connection with the Opryland Hotel Florida shall be allocated among the Lenders pro rata in accordance with their respective Pro Rata Shares. In the event any Lender does not pay its Pro Rata Share of such expenses, such Lender shall be subject to the terms of Section 10.11 above.

(e) All proceeds received by the Administrative Agent or any Lender from the operation, sale or other disposition of the Opryland Hotel Florida and any other Collateral (net of expenses incurred by the Administrative Agent in connection therewith and any reserves deemed reasonably necessary by the Majority Lenders for potential obligations of the Lenders with respect to the Opryland Hotel Florida and subject to Section 10.11 above) shall be paid to the Lenders in accordance with each Lender's Pro Rata Share from time to time upon authorization by the Majority Lenders.

(f) All expenditures and other actions taken with respect to the Opryland Hotel Florida and any other Collateral shall at all times be subject to the regulations and requirements pertaining to national banks applicable thereto. Without limiting the generality of the foregoing, all necessary approvals from regulatory authorities in connection with any expenditure of funds by the Lenders shall be a condition to such expenditure.

10.15 Documents. Except as otherwise expressly provided herein, it is acknowledged and agreed that (a) the Administrative Agent has not and shall not provide to the other Lenders documents, other than Loan Documents delivered as of the Effective Date, received from Borrower and Parent Guarantor with respect to the satisfaction of the conditions set forth in Section 4.1 or the conditions precedent to the initial or any subsequent Advances, but that such documents are or shall be available for inspection by each Lender, and (b) the determination by each Lender of whether the conditions precedent set forth in Sections 4.1 and 4.2 have been satisfied shall be for the benefit of each such Lender only, and may not be relied on by any other party.

10.16 Receipt and Maintenance of Loan Documents. Each Lender acknowledges that it has received, reviewed and approved the form of the Loan Documents delivered as of the Effective Date. Borrower and Parent Guarantor shall deliver to the Administrative Agent and to each of the Lenders party hereto on the Effective Date executed original counterparts of all of the Loan Documents, other than the originals of the Notes, each of which shall be delivered to the Lender named therein.

10.17 No Representations. Each Lender acknowledges and agrees that the Administrative Agent has not made any representations or warranties, express or implied, with respect to any aspect of the Loans, including, without limitation (i) the existing or future solvency or financial condition or responsibility of Borrower, Parent Guarantor and the Subsidiary Guarantors, (ii) the payment or collectibility of the Obligations, (iii) the validity, enforceability or legal effect of the Loan Documents, or the Mortgage Title Insurance Policy or the Surveys furnished by Borrower, or (iv) the validity or effectiveness of the liens created by the Mortgage or any other liens or security interests required by this Agreement.

10.18 No Relation. The relationship between the Administrative Agent, the Co-Lead Arrangers, Joint Book-Running Managers, Syndication Agent and the other Lenders is not intended by the parties to create, and shall not create, any trust, joint venture or partnership relation between them.

10.19 Standard of Care. The Administrative Agent shall be liable to the Lenders for any loss or liability sustained in connection with its management and administration of the Obligations, or in connection with the exercise of any rights and remedies under the Loan Documents or at law, only if, and to the extent, such loss or liability results from the gross negligence or willful misconduct of such Administrative Agent or any of its employees, officers, agents or directors or a breach of the Administrative Agent's express obligations under this Agreement.

10.20 No Responsibility for Loans, Etc. Except as otherwise provided in this Agreement (including Section 10.21), none of the Administrative Agent, the Initial Lender Affiliates or any of their respective shareholders, directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into, or verify (i) any statement, warranty or representation made in connection with any Loan Document or any Advance hereunder; (ii) the performance or observance of any of the covenants or agreements of any obligor under any Loan Document, including, without limitation, any agreement by an obligor to furnish information directly to each Lender; (iii) the satisfaction of any condition specified herein; (iv) the validity, effectiveness or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith; or (v) the value, sufficiency, creation, perfection or priority of any interest in any collateral security. Neither the Administrative Agent nor any of the Initial Lender Affiliates shall have any duty to disclose to the Lenders information that is not required to be furnished to it by Borrower or Parent Guarantor.

10.21 Payments After Default. Subject to the provisions of Section 10.11 regarding the subordination of any Defaulting Lender's interest, after the occurrence of a Default, the Administrative Agent shall apply all payments in respect of any Obligations and all proceeds of Collateral in the following order:

(i) first, to pay Obligations in respect of any fees, expense reimbursements or indemnities then due to the Administrative Agent;

(ii) second, to pay principal of and interest on any Protective Advance for which the Administrative Agent has not then been paid by Borrower or Parent Guarantor or reimbursed by the Lenders;

(iii) third, to pay Obligations in respect of any fees, expense reimbursements or indemnities then due to the Lenders (other than Rate Management Obligations);

(iv) fourth, to the ratable payment, on a pari passu basis, of (a) principal and interest on the Loans and on Unpaid Drawings (such application to be made first to interest and then to principal) together with the Letter of Credit Collateral Amount and (b) Secured Rate Management Obligations; and

(v) fifth, to the ratable payment of all other Obligations.

The order of priority set forth in this Section 10.21 is set forth solely to determine the rights and priorities of the Administrative Agent and the Lenders as among themselves. As between Borrower, Parent Guarantor and Subsidiary Guarantors, on the one hand, and the Administrative Agent and Lenders on the other, after the occurrence of a Default the Administrative Agent and Lenders may apply all payments in respect of any Secured Obligations, and all proceeds of Collateral, to the Secured Obligations, including, without limitation, the Letter of Credit Collateral Amount, in such order and manner as the Administrative Agent and Lenders may elect in their sole and absolute discretion. The order of

priority set forth in clauses (i) through (iii) of this Section 10.21 may be changed by the Majority Lenders with the prior written consent of the Administrative Agent.

10.22 Payments Received. All payments received by the Administrative Agent from Borrower or Parent Guarantor for the account of the Lenders shall be disbursed to the applicable Lenders no later than the next Business Day following the day such payment is received in good funds by the Administrative Agent. If payments received by the Administrative Agent from Borrower or Parent Guarantor are not disbursed to the applicable Lenders the same day as they are received, such funds shall be invested overnight by the Administrative Agent and each Lender will receive its Pro Rata Share of any interest so earned. The Lenders acknowledge that the Administrative Agent does not guarantee any particular level of return on the overnight funds and that the Administrative Agent will invest such funds as it deems prudent from time to time.

ARTICLE XI

SETOFF; RATABLE PAYMENTS

11.1 Setoff. In addition to, and without limitation of, any rights of the Lenders under applicable law, if Borrower, Parent Guarantor or any Subsidiary Guarantor becomes insolvent, however evidenced, or any Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender or any Affiliate of any Lender to or for the credit or account of Borrower, Parent Guarantor or any Subsidiary Guarantor may be offset and applied toward the payment of the Secured Obligations owing to such Lender, whether or not the Secured Obligations, or any part thereof, shall then be due.

11.2 Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Outstanding Credit Exposure (other than (x) payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5, (y) payments to the Swingline Lender in respect of a Swingline Loan, either by Borrower or by the Lenders, pursuant to a Mandatory Advance or participation in respect of Swingline Loans, as contemplated by Section 2.1(c) and (z) payments in respect of Unpaid Drawings or Letter of Credit Participations, as contemplated by Sections 2.20.4 and 2.20.3) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Outstanding Credit Exposure (other than Swingline Loans and Letter of Credit Outstandings) held by the other Lenders so that after such purchase each Lender will hold its applicable Pro Rata Share of the Aggregate Outstanding Credit Exposure (other than Swingline Loans and Letter of Credit Outstandings). If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary to provide that the Administrative Agent and all Lenders share in the benefits of such collateral in accordance with the provisions of Section 2.12(b).

ARTICLE XII

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1 Successors and Assigns. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of Borrower, Parent Guarantor, Subsidiary Guarantors, the Administrative Agent and the Lenders and their respective successors and assigns, except that (i) Borrower, Parent Guarantor and Subsidiary Guarantors shall not have the right to assign their respective rights or obligations under the Loan Documents and (ii) any assignment by any Lender must be made in compliance with Section 12.3. The parties to this Agreement acknowledge that clause (ii) of this Section 12.1 relates only to absolute assignments and does not prohibit assignments creating security interests, including, without limitation, financings in the nature of repurchase agreements and any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank; provided, however, that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Administrative Agent may treat the Person which made any Loan or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with Section 12.3; provided, however, that the Administrative Agent may in its discretion (but shall not be required to) follow instructions from the Person which made any Loan or which holds any Note to direct payments relating to such Loan or Note to another Person. Any assignee of the rights to any Loan or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such request or giving such authority or consent is the owner of any Loan (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Loan.

12.2 Participations.

12.2.1 Permitted Participants; Effect. Any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more banks or other entities ("Participants") participating interests in any Outstanding Credit Exposure of such Lender, any Note held by such Lender, any Revolving Loan Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Outstanding Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents, all amounts payable by Borrower under this Agreement shall be determined as if such Lender had not sold such participating interests, and Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents.

12.2.2 Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to any Advance or Revolving Loan Commitment in which such Participant has an interest which (a) forgives principal, interest, fees or reduces the interest rate or fees payable with respect to any such Loan or Revolving Loan Commitment (except in connection with a waiver of applicability of any post-Default increase in interest rates), extends the Maturity Date, postpones any date fixed for any required payment of principal of, or interest on any Loan in which such Participant has an interest, or any regularly-scheduled payment of fees on any such Advance or Revolving Loan Commitment, (b) releases any guarantor of any such Advance (except in connection with an Asset Sale in accordance with the terms hereof) or all or substantially all of any collateral, if any, securing any such Advance; (c) increases the amount of the participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default shall not constitute a change in the terms of such participation, and that an increase in any Revolving Loan Commitment (or the available portion thereof) or Loan shall be permitted without the consent of any participant if the participant's participation therein is not increased as a result thereof) or (d) consents to the assignment or transfer by Borrower or Parent Guarantor of any of their obligations under this Agreement. Notwithstanding the foregoing, Borrower and Parent Guarantor and the other Lenders shall be entitled to rely upon any actions taken by a Lender in its capacity as such, whether or not within the scope of such Lender's authority under any agreement between the Lender and a Participant.

12.2.3 Benefit of Setoff. Borrower and Parent Guarantor agree that each Participant shall be deemed to have the right of setoff provided in Section 11.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that each Lender shall retain the right of setoff provided in Section 11.1 with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 11.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 11.2 as if each Participant were a Lender.

12.3 Assignments.

12.3.1 Permitted Assignments. Subject to satisfaction of the applicable requirements and conditions set forth in this Section 12.3, any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time assign to one or more banks or other entities ("Purchasers") all or any part of its rights and obligations under the Loan Documents, subject to the following:

(i) such assignment shall be substantially in the form of Exhibit D or in such other form as may be agreed to by the Administrative Agent;

(ii) the consent, not to be unreasonably withheld or delayed, of Borrower, Parent Guarantor, the Administrative Agent and the Swingline Lender, shall be required prior to an assignment becoming effective, and, unless each of Borrower, Parent

Guarantor and the Administrative Agent otherwise consents, each assignment with respect to an Eligible Assignee which is not a Lender or an Affiliate thereof shall be in an amount not less than the lesser of (A) $1,000,000 or (B) the sum (calculated as at the date of such assignment) of the assigning Lender's Available Commitment and Outstanding Credit Exposure; provided, however, that (1) the consent of Borrower and Parent Guarantor shall not be required for an assignment from one Lender to another Lender or an Affiliate thereof; (2) the consent of Borrower and Parent Guarantor shall not be required in connection with any such assignments occurring in connection with the primary syndication of this facility and (3) if a Default has occurred and is continuing, no consent of Borrower and Parent Guarantor to any assignment shall be required;

(iii) Unless the Administrative Agent and the Swingline Lender otherwise consents, a Lender shall not be permitted to assign less than the entire remaining amount of the assigning Lender's Available Commitment and Outstanding Credit Exposure if upon completion of such assignment the remaining amount (calculated as at the date of such assignment) of the assigning Lender's Available Commitment and Outstanding Credit Exposure shall be less than $1,000,000; and

(iv) No Lender shall assign all or any part of its rights and obligations under the Loan Documents without the Administrative Agent's consent, which shall not be unreasonably withheld, or to any Person other than an Eligible Assignee.

This Section 12.3 relates only to absolute assignments and does not prohibit assignments creating security interests, including, without limitation, financings in the nature of repurchase agreements and any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank; provided, however, that no such financing, pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of this Section 12.3.

12.3.2 Transfers. Notwithstanding any other provision hereof, Lenders consent to each Lender's pledge (a "Pledge") of its interest in the Loans and the Collateral to any Eligible Assignee which has extended a credit facility to such Lender (a "Loan Pledgee"), on the terms and conditions set forth in this paragraph. Upon written notice by the Lender to Administrative Agent that the Pledge has been effected, Administrative Agent agrees to acknowledge receipt of such notice and thereafter agrees: (a) to give Loan Pledgee written notice of any default by Lenders under this Agreement and any amendment, modification, waiver or termination of any of Lenders' rights under this Agreement; (b) that Administrative Agent shall deliver to Loan Pledgee such estoppel certificate(s) as Loan Pledgee shall reasonably request; and (c) that, upon written notice (a "Redirection Notice") to Administrative Agent by Loan Pledgee that a Lender is in default, beyond applicable cure periods, under such Lender's obligations to Loan Pledgee pursuant to the applicable credit agreement between such Lender and Loan Pledgee (which notice need not be joined in or confirmed by Lenders), and until such Redirection Notice is withdrawn or rescinded by Loan Pledgee, any payments to which such Lender is entitled from time to time pursuant to this Agreement, or any other agreements that relate to the Loans, shall be paid or directed to Loan Pledgee. The relevant Lender hereby unconditionally and absolutely releases Administrative

Agent and the Lenders from any liability to the relevant Lender on account of Administrative Agent's or any Lender's compliance with any Redirection Notice reasonably believed by Administrative Agent or Lenders to have been delivered in good faith. Loan Pledgee shall be permitted fully to exercise its rights and remedies against the relevant Lender, and realize on any and all collateral granted by such Lender to Loan Pledgee (and accept an assignment in lieu of foreclosure as to such collateral), in accordance with applicable law and the provisions of this Agreement. In such event, Lenders shall recognize Loan Pledgee, and its successors and assigns which are Eligible Assignees as the successor to the applicable Lender's rights, remedies and obligations under this Agreement and the Loan Documents. The rights of Loan Pledgee under this paragraph shall remain effective unless and until Loan Pledgee shall have notified Administrative Agent in writing that its interest in the Loans has terminated. Notwithstanding any provisions herein to the contrary, if a conduit ("Conduit") which is not an Eligible Assignee provides financing to a Lender then such Conduit will be a permitted "Loan Pledgee" despite the fact it is not an Eligible Assignee if the following conditions are satisfied: (i) the loan (the "Conduit Inventory Loan") made by the Conduit to a Lender to finance the acquisition and holding of such Lender's Loan will require a third party (the "Conduit Credit Enhancer") to provide credit enhancement; (ii) the Conduit Credit Enhancer will be an Eligible Assignee; (iii) the applicable Lender will pledge its interest in the Loan to the Conduit as collateral for the Conduit Inventory Loan; (iv) the Conduit Credit Enhancer and the Conduit will agree that, if the applicable Lender defaults under the Conduit Inventory Loan, or if the Conduit is unable to refinance its outstanding commercial paper even if there is no default by the applicable Lender, the Conduit Credit Enhancer will purchase the Conduit Inventory Loan from the Conduit, and the Conduit will assign the pledge of the applicable Lender's interest in the relevant Loan to the Conduit Credit Enhancer; and (v) the Conduit will not have any greater right to acquire the interests in the Loan pledged by the relevant Lender, by foreclosure or otherwise, than would any other purchaser that is not an Eligible Assignee at a foreclosure sale conducted by a Loan Pledgee.

12.3.3 Effect; Effective Date. Upon (a) delivery to the Administrative Agent of an assignment, together with any consents required by Section 12.3.1, and (b) payment of a non-refundable assignment fee of $3,500 to the Administrative Agent for processing such assignment (unless such fee is waived by the Administrative Agent), such assignment shall become effective on the effective date specified in such assignment. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party hereto, and the transferor Lender shall be discharged and released with respect to the percentage of the Revolving Loan Commitment and Outstanding Credit Exposure assigned to such Purchaser, without any further consent or action by Borrower, Parent Guarantor, the Lenders or the Administrative Agent. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3.2, the transferor Lender, the Administrative Agent, Borrower and Parent Guarantor shall make appropriate arrangements so that new Notes or, as appropriate, replacement Notes are issued to such transferor Lender and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Revolving Loan Commitment and Outstanding Credit Exposure, as adjusted pursuant to such assignment.

12.4 Dissemination of Information. Borrower and Parent Guarantor each authorize each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of Borrower, Parent Guarantor and Subsidiary Guarantors; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.11 of this Agreement.

12.5 Tax Treatment. If any interest in any Loan Document is transferred to any Transferee which is organized under the laws of any jurisdiction other than the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5(iv).

ARTICLE XIII

NOTICES

13.1 Notices. Except as otherwise permitted by Section 2.14 with respect to Borrowing Notices, all notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (a) in the case of Borrower, Parent Guarantor, the Administrative Agent or any Lender, at its address or facsimile number set forth on the signature pages hereof, or (b) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Administrative Agent, Borrower and Parent Guarantor in accordance with the provisions of this Section 13.1. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by certified mail, return receipt requested, when delivered at the address specified in this Section, as indicated by the return receipt, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that notices to the Administrative Agent under Article II shall not be effective until received.

13.2 Change of Address. Borrower, Parent Guarantor, the Administrative Agent and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by Borrower, Parent Guarantor, the Administrative Agent and the Lenders and each

party has notified the Administrative Agent by facsimile transmission or telephone that it has taken such action.

ARTICLE XV

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

15.1 CHOICE OF LAW. THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (EXCLUDING THE NEW YORK LIEN LAW AND WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS), BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

15.2 CONSENT TO JURISDICTION. BORROWER AND PARENT GUARANTOR EACH HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK OR ANY UNITED STATES FEDERAL OR FLORIDA STATE COURT SITTING IN FLORIDA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND BORROWER AND PARENT GUARANTOR EACH HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVE ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWER, PARENT GUARANTOR OR ANY SUBSIDIARY GUARANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY BORROWER OR PARENT GUARANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE ADMINISTRATIVE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK.

15.3 WAIVER OF JURY TRIAL. BORROWER, PARENT GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIPS ESTABLISHED THEREUNDER.

* * *

IN WITNESS WHEREOF, Borrower, Parent Guarantor, the Lenders and the Administrative Agent have executed this Agreement as of the date first above written.

ADDRESSES:

One Gaylord Drive
Nashville, Tennessee 37214
Attention: Chief Financial Officer

BORROWER:

OPRYLAND HOTEL - FLORIDA LIMITED PARTNERSHIP, a Florida limited partnership

By: Opryland Hospitality, LLC, its general partner

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President

PARENT GUARANTOR:

One Gaylord Drive
Nashville, Tennessee 37214
Attention: Chief Financial Officer

GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President and Chief Financial Officer

LENDERS:

Deutsche Bank
200 Crescent Court, Suite 550
Dallas, Texas 75201
Attention: Robert J. Krenek

DEUTSCHE BANK TRUST COMPANY AMERICAS, Individually and as Administrative Agent

By: /s/ GEORGE R. REYNOLDS

Name: George R. Reynolds
Title: Vice President

Bank of America
901 Main Street, 64th Floor
TXI-492-64-01
Dallas, Texas 75202
Attention: Roger C. Davis

BANK OF AMERICA, N.A.

By: /s/ ROGER C. DAVIS

Name: Roger C. Davis
Title: Principal, Portfolio Manager

ARTICLE VII

DEFAULTS

The occurrence of any one or more of the following events shall constitute a Default:

7.1 Any representation or warranty made or deemed made by or on behalf of Borrower, Parent Guarantor or any Subsidiary Guarantor to the Lenders or the Administrative Agent under or in connection with this Agreement, any Advance, or any certificate or material written or documentary information delivered in connection with this Agreement or any other Loan Document shall be false in any material respect on the date as of which made or deemed remade in accordance with the terms hereof.

7.2 (a) Nonpayment of principal of or interest on any Loan, any Unpaid Drawing (or interest thereon), any commitment fee, undrawn fee, Letter of Credit Fee, Facing Fee or Agency Fee payable to the Administrative Agent or any Lender under any of the Loan Documents (i) within five Business Days after the date such payment is due or (ii) on the Maturity Date (or such earlier date on which all of the Obligations may become due or may be declared due hereunder) or (b) nonpayment of any Obligations (other than those described in the preceding clause (a)), payable to the Administrative Agent or any of the Lenders under any of the Loan Documents, (i) within five Business Days after written notice from the Administrative Agent to Borrower that the same has not been paid when due or (ii) on the Maturity Date (or such earlier date on which all of the Obligations may become due or may be declared due hereunder).

7.3 The breach by Borrower or Parent Guarantor of any of the terms or provisions of Sections 2.22, 6.2, 6.6 (provided that a breach of any covenant in Section 6.6 with respect to the furnishing of information, evidence or certificates of insurance shall not be a Default until the same remains unremedied for ten (10) days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor), 6.13, 6.14, 6.15, 6.16, 6.17, 6.18 (provided that a Default shall not occur in respect of any breach of the covenant in the last sentence of Section 6.18(a) to deliver documentation with respect to new Subsidiary Guarantors unless such breach is not remedied within ten (10) days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor), 6.19, 6.20, 6.22, 6.23, 6.24, 6.25, 6.33, 6.34, 6.35 (provided that a breach of Section 6.35(b)(i) shall not be a Default unless the same is also a breach of Section 6.35(c)(ii) or the same remains unremedied for ten (10) days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor; a breach of Section 6.35(b)(iv) shall not be a Default unless the same results in a material impairment of the Florida Hotel Ground Lease or the Lien of the Mortgage or the same remains unremedied for ten (10) Business Days after receipt of written notice thereof from the Administrative Agent to Borrower; a breach of Section 6.35(c)(i) shall not be a Default unless the same is also a breach of Section 6.35(c)(ii) or the same remains unremedied for ten (10) Business Days after receipt of written notice thereof from the Administrative Agent to Borrower; and a breach of Section 6.35(f) shall not be a Default unless the same remains unremedied for ten (10) Business Days after receipt of written notice thereof from the Administrative Agent to Borrower or Parent Guarantor), 6.36, 6.37, 6.39 or 6.40.

7.4 The breach by Borrower or Parent Guarantor (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of this Agreement or any of the other Loan Documents which (a) if a default in the payment of money as and when due, is not remedied within five (5) Business Days after written notice from the Administrative Agent to Borrower or Parent Guarantor, or (b) if any other breach or default, is not remedied for thirty (30) days after receipt of written notice from the Administrative Agent thereof to Borrower or Parent Guarantor, provided that if Borrower or Parent Guarantor commence to remedy such non-monetary breach or default within such thirty (30) day time period, such thirty (30) day time period for cure shall be extended for such time as is reasonably necessary to complete such cure so long as Borrower or Parent Guarantor are diligently pursuing the completion of such cure, but in no event shall the time period for cure be extended for a period in excess of ninety (90) days after Borrower's or Parent Guarantor's receipt of the initial written notice of breach or default.

7.5 Borrower, Parent Guarantor or any of their Subsidiaries shall (a) default in any payment of any Indebtedness (other than the Obligations) beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created or (b) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than the Obligations) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due or required to be repurchased prior to its stated maturity, provided that (x) it shall not be a Default or Event of Default under this Section 7.5 unless the aggregate principal amount of all Indebtedness as described in preceding clauses (a) and (b) is at least $10,000,000.00.

7.6 Borrower, any Property Manager, Parent Guarantor or any Subsidiary Guarantor shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (v) take any corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 7.6 or (vi) fail to contest in good faith any appointment or proceeding described in Section 7.7.

7.7 Without the application, approval or consent of Borrower, any Property Manager, Parent Guarantor or any Subsidiary Guarantor, a receiver, trustee, examiner, liquidator or similar official shall be appointed for Borrower, any Property Manager, Parent Guarantor or any Subsidiary Guarantor or any of its Property, or a proceeding described in Section 7.6(iv) shall be instituted against Borrower, any Property Manager, Parent Guarantor or any Subsidiary

Guarantor and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days.

7.8 Any court, government or governmental agency shall, other than in a Non-Material Condemnation, condemn, seize or otherwise appropriate, or take custody or control of, all or any portion of the Property of Borrower or Parent Guarantor.

7.9 One or more of the following shall occur: (i) any money judgment (other than a money judgment covered by insurance as to which the insurance company has acknowledged coverage), writ or warrant of attachment, or similar process is entered against Borrower, Parent Guarantor, any Subsidiary Guarantor or the Opryland Hotel Florida and shall remain undischarged, unvacated, unbonded or unstayed for a period of thirty (30) days or in any event later than five (5) days prior to the date of any proposed sale thereunder, (ii) a federal, state, local or foreign tax Lien is filed against Borrower, Parent Guarantor, any Subsidiary Guarantor or the Opryland Hotel Florida which is not discharged of record, bonded over or otherwise secured to the satisfaction of the Administrative Agent within thirty (30) days after the filing thereof, or (iii) an Environmental Lien is filed against Borrower, Parent Guarantor, any Subsidiary Guarantor or the Opryland Hotel Florida, and the aggregate amount of any or all of the foregoing with respect to Borrower and the Opryland Hotel Florida exceeds $250,000.00 or with respect to Borrower, Parent Guarantor and Subsidiary Guarantors, taken together, exceeds $5,000,000.00.

7.10 The occurrence of any "Default" or "Event of Default", as defined in any Loan Document (other than this Agreement).

7.11 Nonpayment by Borrower of any Rate Management Obligation when due or the breach by Borrower of any material term, provision or condition contained in any Rate Management Transaction and the expiration of the cure period, if any, applicable thereto under the provisions of the Rate Management Transaction.

7.12 The Guaranty shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of the Guaranty, or Parent Guarantor or any Subsidiary Guarantor shall fail to comply with any of the terms or provisions of the Guaranty or shall deny that it has any further liability thereunder, or shall give notice to such effect.

7.13 Any Collateral Document shall for any reason fail to create a valid and perfected first priority security interest in any collateral purported to be covered thereby, or any Collateral Document shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Collateral Document.

7.14 The representations and warranties set forth in Section 5.15 ("Plan Assets; Prohibited Transactions; ERISA") shall at any time not be true and correct.

7.15 Substantial Completion does not occur on or prior to June 30, 2004.

7.16 There shall occur any Change of Control not consented to by the Majority Lenders.

7.17 There shall occur an Event of Default under (and as defined in) the Florida Hotel Ground Lease.

7.18 The Florida Master Ground Lease shall expire, be terminated or otherwise cease to be in full force and effect and Florida Master Lessor shall fail or refuse for any reason to recognize the Florida Hotel Ground Lease as a direct lease, pursuant to the terms of the Omnibus Amendment as in effect on the date hereof.

ARTICLE VIII

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1 Acceleration.

(a) If any Default described in Section 7.6 or 7.7 occurs with respect to Borrower, Parent Guarantor, any Property Manager or any Subsidiary Guarantor, the Revolving Loan Commitment and the obligations of the Lenders to issue Letters of Credit and make Revolving Loans and Swingline Loans hereunder shall automatically terminate and the Obligations shall immediately become due and payable without any election or action on the part of the Administrative Agent or any Lender, and Borrower shall immediately pay to the Administrative Agent an additional amount of cash, to be held as cash collateral by Administrative Agent for the benefit of the Issuing Banks as security for Borrower's and Parent Guarantor's reimbursement obligations in respect of all Letters of Credit then outstanding, which amount (the "Letter of Credit Collateral Amount") shall be equal to the aggregate Stated Amount of such Letters of Credit. If any other Default occurs, the Administrative Agent shall upon the direction of, and may, with the consent of Majority Lenders, take any or all of the following actions: (i) terminate or suspend the Revolving Loan Commitment and the obligations of the Lenders to issue Letters of Credit and make Revolving Loans and Swingline Loans hereunder, or (ii) declare the Obligations to be due and payable, whereupon the Obligations, including, without limitation, the Letter of Credit Collateral Amount, shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which Borrower and Parent Guarantor hereby expressly waive or (iii) terminate any Letter of Credit which may be terminated in accordance with its terms.

(b) The Administrative Agent may, and, at the request of the Majority Lenders shall, at any time or from time to time while any Default exists and is continuing apply any funds deposited in any of the Accounts to the payment of the Secured Obligations and any other amounts as shall from time to time have become due and payable by Borrower to the Lenders under the Loan Documents.

(c) At any time while any Default is continuing, neither Borrower nor any Person claiming on behalf of or through Borrower shall have any right to withdraw any of the funds held in any Account. After all of the Obligations have been indefeasibly paid in full and the Revolving Loan Commitment has been terminated, any funds remaining in the Accounts shall be returned by the Administrative Agent to Borrower or paid to whomever may be legally entitled thereto at such time.

(d) If, after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans hereunder as a result of any Default (other than any Default as described in Section 7.6 or 7.7 with respect to Borrower or Parent Guarantor) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Majority Lenders (in their sole discretion) shall so direct, then the Administrative Agent shall, by notice to Borrower, rescind and annul such acceleration and/or termination.

8.2 All Remedies. Upon the occurrence and during the continuance of a Default, the Administrative Agent and the Lenders shall have all rights and remedies set forth herein, in the Loan Documents, at law and in equity and the Administrative Agent and the Lenders shall have the right (but not the obligation) to pursue one or more of such rights and remedies concurrently or successively, it being the intent hereof that all such rights and remedies shall be cumulative, and that no remedy shall be to the exclusion of any other.

8.3 Intentionally Reserved.

8.4 Enforcement. Borrower and Parent Guarantor each acknowledge that in the event Borrower or Parent Guarantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or any other Loan Document, any remedy of law may prove to be inadequate relief to the Administrative Agent and the Lenders; therefore, Borrower and Parent Guarantor each agree that the Administrative Agent and the Lenders shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

8.5 Preservation of Rights. No delay or omission of the Lenders or the Administrative Agent to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of an Advance notwithstanding the existence of a Default or the inability of Borrower or Parent Guarantor to satisfy the conditions precedent to such Advance shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Administrative Agent, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Obligations have been paid in full.

ARTICLE IX

GENERAL PROVISIONS

9.1 Survival of Representations. All representations and warranties made herein and all obligations, covenants and agreements of Borrower and Parent Guarantor in respect of taxes, indemnification and expense reimbursement shall survive the execution and delivery of this Agreement and the other Loan Documents, the making and repayment of the Advances and the termination of this Agreement and shall not be

limited in any way by the passage of time or occurrence of any event and shall expressly cover time periods when the Administrative Agent or any of the Lenders may have come into possession or control of any Property of Borrower or Parent Guarantor.

9.2 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to any Borrower or Parent Guarantor in violation of any limitation or prohibition provided by any applicable statute or regulation unless the same has resulted from the failure of such Lender to comply with any requirements imposed upon such Lender by applicable Law.

9.3 Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4 Entire Agreement. The Loan Documents embody the entire agreement and understanding among Borrower, Parent Guarantor, the Administrative Agent and the Lenders and supersede all prior agreements and understandings among Borrower, Parent Guarantor, the Administrative Agent and the Lenders relating to the subject matter hereof.

9.5 Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Administrative Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Borrower and Parent Guarantor are jointly and severally liable and obligated for each other's obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns, provided, however, that the parties hereto expressly agree that the Joint Book Running Managers, Co-Lead Arrangers and Syndication Agent (each, an Initial Lender Affiliate, and collectively, the "Initial Lender Affiliates") shall enjoy the benefits of the provisions of Sections 9.6, 9.10, 10.10, 10.18 and 10.20 to the extent specifically set forth therein and shall have the right to enforce such provisions on their own behalf and in their own names to the same extent as if each were a party to this Agreement.

9.6 Expenses; Indemnification. (a) Borrower and Parent Guarantor shall reimburse the Administrative Agent for any costs and out-of-pocket expenses (including reasonable attorneys' fees) paid or incurred by the Administrative Agent (but excluding overhead and internal costs) in connection with the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents, in connection with disbursements hereunder and otherwise with respect to the Opryland Hotel Florida. Borrower and Parent Guarantor agree to reimburse the Administrative Agent and the Lenders for any costs and out-of-pocket expenses (including reasonable attorneys' fees and time charges of attorneys for the Administrative Agent and the Lenders, but excluding internal administrative overhead except for legal fees hereafter referred to in this sentence) paid or incurred by the Administrative Agent and the Lenders, which

attorneys may be employees of the Administrative Agent or any Lender in connection with the collection and enforcement of the Loan Documents in the event of a Default. Expenses required to be reimbursed by Borrower and Parent Guarantor under this Section 9.6 include, without limitation, the cost and expense of obtaining an Appraisal of the Opryland Hotel Florida, provided that so long as no Default shall exist that is continuing Borrower and Parent Guarantor shall not be required to pay for an Appraisal other than (i) the initial Appraisal by Cushman & Wakefield obtained by the Administrative Agent prior to the Effective Date and (ii) a single further Appraisal of the Opryland Hotel Florida which the Administrative Agent may commission in its sole discretion.

(b) Borrower and Parent Guarantor hereby further agree to indemnify the Administrative Agent, the Initial Lender Affiliates, each Lender, their respective Affiliates, and each of their agents, shareholders, directors, officers and employees against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent, any Initial Lender Affiliate, any Lender or any affiliate is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Advance hereunder except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification. The obligations of Borrower and Parent Guarantor under this Section 9.6 shall survive the termination of this Agreement.

9.7 Numbers of Documents. All statements, notices, closing documents, and requests hereunder shall be furnished to the Administrative Agent with sufficient counterparts so that the Administrative Agent may furnish one to each of the Lenders.

9.8 Accounting. Except as provided to the contrary herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with Agreement Accounting Principles.

9.9 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10 Nonliability of Lenders. The relationship between Borrower on the one hand and the Lenders and the Administrative Agent on the other hand shall be solely that of borrower and lender. None of the Administrative Agent, any Initial Lender Affiliate, or any Lender shall have any fiduciary responsibilities to Borrower, Parent Guarantor or any Subsidiary Guarantor. None of the Administrative Agent, any Initial Lender Affiliate, or any Lender undertakes any responsibility to Borrower, Parent Guarantor or any Subsidiary Guarantor to review or inform Borrower, Parent Guarantor or any Subsidiary Guarantor of any matter in connection with any phase of Borrower's business or operations.

Borrower agrees that none of the Administrative Agent, any Initial Lender Affiliate, or any Lender shall have liability to Borrower (whether sounding in tort, contract or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. None of the Administrative Agent, any Initial Lender Affiliate, or any Lender shall have any liability with respect to, and Borrower hereby waives, releases and agrees not to sue for, any special, indirect or consequential damages suffered by Borrower, Parent Guarantor or any Subsidiary Guarantor in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby.

9.11 Confidentiality. (a) Subject to the provisions of Section 9.11(b) and Section 12.4, each Lender agrees that it will use its reasonable efforts not to disclose without the prior consent of Parent Guarantor (other than to its employees, officers, directors, auditors, advisors or counsel or to another Lender, provided such Persons shall be subject to the provisions of this Section 9.11 to the same extent as such Lender) any confidential information with respect to Parent Guarantor or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Loan Document, provided that any Lender may disclose any such information (a) as has become generally available to the public other than by virtue of a breach of this Section by such Lender, (b) to the extent such information was legally in possession of such Lender prior to its receipt from or on behalf of Parent Guarantor or any of its Subsidiaries and was from a source not known to such Lender to be (x) bound by a confidentiality agreement with Parent Guarantor or (y) otherwise prohibited from transmitting such information to such Lender by a contractual, legal or fiduciary obligation, (c) such information becomes available to such Lender from a source other than Parent Guarantor or any of its Subsidiaries and such source is not known to such Lender to be (x) bound by a confidentiality agreement with Parent Guarantor or (y) otherwise prohibited from transmitting such information to such Lender by a contractual, legal or fiduciary obligation, (d) as may be required or reasonably appropriate in any report, statement or testimony submitted to, or in response to a request from, any municipal, state or Federal governmental or regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board, the Federal Deposit Insurance Corporation, the NAIC or similar organizations (whether in the United States or elsewhere) or their successors, (e) as may be required or reasonably appropriate in response to any summons or subpoena or in connection with any litigation, (f) in order to comply with any Requirements of Law applicable to such Lender, (g) to the Administrative Agent or any other Lender, (h) to any direct or indirect contractual counterparties in swap agreements or such contractual counterparties' professional advisors; provided that such contractual counterparty or professional advisor to such contractual counterparty agrees in writing to keep such information confidential to the same extent required of the Lenders hereunder, and (i) to any prospective or actual transferee or participant in connection with any contemplated transfer or participation of any of the Notes or Revolving Loan Commitment or any interest therein by such Lender, provided that such prospective transferee shall have agreed to be subject to the provisions of this Section 9.11.

(b) Borrower hereby acknowledges and agrees that each Lender may, but only in connection with the transactions contemplated by this Agreement and the other Loan Documents or the participation of such Lender pursuant to this Agreement and the other Loan Documents, share with any of its affiliates any information related to Parent Guarantor or any of its Subsidiaries (including, without limitation, any nonpublic customer information regarding the creditworthiness of Parent Guarantor and its Subsidiaries, provided such Persons shall be subject to the provisions of this Section 9.11 to the same extent as such Lender).

(c) Notwithstanding anything herein to the contrary, confidential information shall not include, and the Administrative Agent and each Lender may disclose without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to the Administrative Agent or such Lender relating to such tax treatment and tax structure; provided that with respect to any document or similar item that in either case contains information concerning the tax treatment or tax structure of the transaction as well as other information, this sentence shall apply only to such portions of the document or similar item that relate to the tax treatment or tax structure of the Loan and transactions contemplated hereby.

9.12 Nonreliance. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System) for the repayment of the Advances provided for herein.

9.13 Disclosure. Borrower, Parent Guarantor and each Lender hereby (i) acknowledge and agree that Deutsche Bank Trust Company Americas, Deutsche Banc Alex. Brown Inc. and/or their respective Affiliates from time to time may hold investments in, make other loans to or have other relationships with Borrower, Parent Guarantor and any of their Affiliates, and (ii) waive any liability of Deutsche Bank Trust Company Americas, Deutsche Banc Alex. Brown Inc. and/or their respective Affiliates to Borrower, Parent Guarantor or any Lender, respectively, arising out of or resulting from such investments, loans or relationships.

9.14 Marshalling; Payments Set Aside. Neither the Administrative Agent nor any Lender shall be under any obligation to marshal any assets in favor of Borrower or Parent Guarantor, any other party or against or in payment of any or all of the Secured Obligations. To the extent that Borrower or Parent Guarantor makes a payment or payments to the Administrative Agent or the Lenders or any such Person receives payment from the proceeds of the Collateral or exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, right and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

9.15 Successors and Assigns. This Agreement and the other Loan Documents shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and permitted assigns of the Lenders. The rights hereunder of Borrower and Parent Guarantor and any interest therein, may not be assigned without the written consent of all Lenders, which may be granted or withheld in the sole discretion of each.

9.16 Inconsistencies. This Agreement and each of the other Loan Documents shall be construed to the extent reasonable to be consistent one with the other, but to the extent that the terms and conditions of this Agreement are actually inconsistent with the terms and conditions of any other Loan Document, this Agreement shall govern. Notwithstanding anything to the contrary contained herein, the existence of (and the Lenders' review of), the Organizational Documents shall not be deemed to be an approval by the Administrative Agent or the Lenders of any of the actions that may be permitted to be taken by Borrower, Parent Guarantor or any other Person thereunder to the extent such actions violate the terms hereof. In addition to the foregoing, none of the terms or provisions hereof shall be deemed to be waived or modified by virtue of the fact that such terms and provisions conflict with, or contradict, any of the terms and provisions of the Organizational Documents.

9.17 Disclaimer by Lender. Neither the Administrative Agent nor the Lenders nor any Initial Lender Affiliate shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer, tenant or other party for services performed or materials supplied in connection with any work performed at the Opryland Hotel Florida or any other Property. Neither the Administrative Agent nor the Lenders nor any Initial Lender Affiliate shall be liable for any debts or claims accruing in favor of any such parties against Borrower, Parent Guarantor or others or against any Property. Neither Borrower nor Parent Guarantor shall be an agent of either the Administrative Agent or the Lenders or any Initial Lender Affiliate for any purposes and neither the Lenders nor the Administrative Agent nor any Initial Lender Affiliate shall be deemed partners or joint venturers with Borrower, Parent Guarantor or any other Person. Neither the Administrative Agent nor the Lenders nor any Initial Lender Affiliate shall be deemed to be in privity of contract with any contractor or provider of services to the Opryland Hotel Florida, nor shall any payment of funds directly to a contractor or subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by either the Administrative Agent or the Lenders or any Initial Lender Affiliate, and Borrower and Parent Guarantor each agree to hold the Administrative Agent, the Lenders and the Initial Lender Affiliates harmless from any of the damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereof.

9.18 Time is of the Essence. Time is of the essence of each and every term and provision of this Agreement and the other Loan Documents.

9.19 Protective Advances. The Administrative Agent may from time to time, before or after the occurrence and during the continuance of a Default, subject to the prior written approval of the Majority Lenders, make such disbursements and advances pursuant to the Loan Documents (which disbursements and advances shall be deemed to be "Loans" made hereunder) which the Administrative Agent, in its

reasonable discretion, deems necessary or desirable to preserve or protect the Collateral or any portion thereof or to enhance the likelihood or maximize the amount of repayment of the Secured Obligations ("Protective Advances"). The Administrative Agent shall notify Borrower, Parent Guarantor and each Lender in writing of each such Protective Advance, which notice (each a "Protective Advance Notice") shall include a description of the purpose of such Protective Advance, the aggregate amount of such Protective Advance, each Lender's Pro Rata Share thereof and the date each Lender shall be required to pay its Pro Rata Share of the Protective Advance (the "Protective Advance Date"), which Protective Advance Date shall be not less than two (2) Business Days after delivery of the Protective Advance Notice. Each Lender agrees to pay to the Administrative Agent its Pro Rata Share of any Protective Advance on the Protective Advance Date in the manner set forth herein for a funding of an Advance. Borrower or Parent Guarantor agree to pay the Administrative Agent, upon demand, the principal amount of all outstanding Protective Advances, together with interest thereon at the rate set forth in Section 2.11 applicable in the event of a Default. If Borrower or Parent Guarantor fail to make payment in respect of any Protective Advance within three (3) Business Days after the date Borrower or Parent Guarantor receive written demand therefor from the Administrative Agent, such failure shall constitute a Default. All outstanding principal of, and interest on, Protective Advances shall constitute Secured Obligations secured by the Collateral until paid in full by Borrower or Parent Guarantor. Upon the making of a Protective Advance, the Administrative Agent shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

ARTICLE X

THE ADMINISTRATIVE AGENT AND THE LENDERS

10.1 Appointment. The Lenders hereby designate Deutsche Bank Trust Company Americas as Administrative Agent to act as specified herein and in the other Loan Documents. Each Lender hereby irrevocably authorizes, and each holder of any Note by the acceptance of such Note shall be deemed irrevocably to authorize, the Administrative Agent to take such action on its behalf under the provisions of this Agreement, the other Loan Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Administrative Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Administrative Agent may perform any of its duties hereunder by or through its respective officers, directors, agents, employees or affiliates.

10.2 Nature of Duties. The Administrative Agent shall not have any duties or responsibilities except those expressly set forth in this Agreement and in the other Loan Documents. Neither the Administrative Agent nor any of its respective officers, directors, agents, employees or affiliates shall be liable for any action taken or omitted by it or them hereunder or under any other Loan Documents or in connection herewith or therewith, unless caused by its or their gross negligence or willful misconduct (as determined

by a court of competent jurisdiction in a final and non-appealable decision). The duties of the Administrative Agent shall be mechanical and administrative in nature; the Administrative Agent shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender or the holder of any Note; and nothing in this Agreement or any other Loan Document, expressed or implied, is intended to or shall be so construed as to impose upon the Administrative Agent any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein.

10.3 Lack of Reliance on the Administrative Agent. (a) Independently and without reliance upon the Administrative Agent, each Lender and the holder of each Note, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of Borrower, Parent Guarantor and the Subsidiary Guarantors in connection with the making and the continuance of the Loans and the taking or not taking of any action in connection herewith and (ii) its own appraisal of the creditworthiness of such Persons and, except as expressly provided in this Agreement, the Administrative Agent shall not have any duty or responsibility, either initially or on a continuing basis, to provide any Lender or the holder of any Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. The Administrative Agent shall not be responsible to any Lender or the holder of any Note for any recitals, statements, information, representations or warranties herein or in any other Loan Document or in any document, certificate or other writing delivered in connection herewith or therewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of this Agreement or any other Loan Document or the financial condition of Borrower, Parent Guarantor or the Subsidiary Guarantors, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Loan Document, or the financial condition of Borrower, Parent Guarantor or the Subsidiary Guarantors or the existence or possible existence of any Default or Unmatured Default.

(b) The Administrative Agent does not represent, warrant or guaranty to the Lenders the performance of Borrower, Parent Guarantor or any Subsidiary Guarantor, any architect, any project managers, any contractor, subcontractor or provider of materials or services in connection with the construction of the Texas Project and Borrower and Parent Guarantor shall remain solely responsible for all aspects of the Texas Project, including but not limited to the quality and suitability of the plans and specifications, the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants and property managers and the accuracy of all applications for payment.

10.4 Certain Rights of the Administrative Agent. If the Administrative Agent shall request instructions from the Majority Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Loan Document, the Administrative Agent shall be entitled to refrain from such act or taking such action unless and until the Administrative Agent shall have received instructions from the Majority Lenders; and the Administrative Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender or

holder of any Note shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder or under any other Loan Document in accordance with the instructions of the Majority Lenders.

10.5 Reliance. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the Administrative Agent in good faith believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement and any other Loan Document and its duties hereunder and thereunder, upon advice of counsel selected by the Administrative Agent (which may be counsel for Borrower or Parent Guarantor).

10.6 Indemnification. To the extent the Administrative Agent is not reimbursed and indemnified by Borrower or Parent Guarantor, the Lenders will reimburse and indemnify the Administrative Agent, in proportion to their respective "percentages" as used in determining the Majority Lenders, for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent in performing its respective duties hereunder or under any other Loan Document, in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

10.7 The Administrative Agent in its Individual Capacity. With respect to its obligation to make Loans, or issue or participate in Letters of Credit, under this Agreement, the Administrative Agent shall have the rights and powers specified herein for a "Lender" and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term "Lenders," "Majority Lenders," "holders of Notes" or any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity. The Administrative Agent may accept deposits from, lend money to, and generally engage in any kind of banking, investment banking, trust or other business with Borrower, Parent Guarantor or any Subsidiary Guarantor or any Affiliate of any such Person as if it were not performing the duties specified herein, and may accept fees and other consideration from any such Person for services in connection with this Agreement or any other Loan Document and otherwise without having to account for the same to the Lenders.

10.8 Holders. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent. Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee, assignee or endorsee, as the case may be, of such Note or of any Note or Notes issued in exchange therefor.

10.9 Resignation by the Administrative Agent. (a) The Administrative Agent may resign from the performance of all its functions and duties hereunder and/or under the other Loan Documents at any time by giving 15 Business Days' prior written notice to Borrower, Parent Guarantor and the Lenders. Any such resignation by the Administrative Agent hereunder shall also constitute its resignation as the Swingline Lender, if applicable, in which case the Swingline Lender shall not be required to make any additional Swingline Loans hereunder and shall maintain all of its rights as the Swingline Lender with respect to Swingline Loans made by it prior to the date of such resignation. Such resignation shall take effect upon the appointment of a successor Administrative Agent pursuant to clauses (b) and (c) below or as otherwise provided below. Furthermore, Administrative Agent may be removed by the Majority Lenders in the event that Administrative Agent committed a willful breach of, or was grossly negligent in the performance of, its material obligations hereunder (as determined by a court of competent jurisdiction in a final, non-appealable decision).

(b) Upon any such notice of resignation by the Administrative Agent, Borrower and Parent Guarantor shall appoint a successor Administrative Agent hereunder or thereunder who shall be a commercial Lender or trust company reasonably acceptable to the Majority Lenders (it being understood and agreed that any Lender is deemed to be acceptable to the Majority Lenders), provided that, if a Default or an Unmatured Default exists at the time of such resignation, the Majority Lenders shall appoint such successor Administrative Agent.

(c) If a successor Administrative Agent shall not have been so appointed within such 15 Business Day period, the Administrative Agent, with the consent of Borrower and Parent Guarantor (which consent shall not be unreasonably withheld), shall then appoint a successor Administrative Agent who shall serve as Administrative Agent hereunder or thereunder until such time, if any, as Borrower, Parent Guarantor or the Majority Lenders, as the case may be, appoint a successor Administrative Agent as provided above.

(d) If no successor Administrative Agent has been appointed pursuant to clause (b) or (c) above by the 30th Business Day after the date such notice of resignation was given by the Administrative Agent, the Administrative Agent's resignation shall become effective and the Majority Lenders shall thereafter perform all the duties of the Administrative Agent hereunder and/or under any other Loan Document until such time, if any, as Borrower, Parent Guarantor or the Majority Lenders, as the case may be, appoint a successor Administrative Agent as provided above.

10.10 Other Agents. None of the Co-Lead Arrangers nor the Joint Book Running Managers nor the Syndication Agent shall have any liabilities or obligations hereunder in their respective capacities as such.

10.11 Lender Default. If any Lender (a "Defaulting Lender") fails to fund its Pro Rata Share of any Advance on or before the time required pursuant to this Agreement, or fails to fund its Pro Rata Share of any amount due under Section 10.14(d) or the last sentence of Section 10.12 on or before the time required thereunder or fails to pay the Administrative Agent, within twenty (20) days of demand (which demand shall be accompanied by invoices or other reasonable back up information demonstrating the

amount owed), such Lender's Pro Rata Share of any out-of-pocket costs, expenses or disbursements incurred or made by the Administrative Agent pursuant to the terms of this Agreement (the aggregate amount which the Defaulting Lender fails to pay or fund is herein referred to as the "Default Amount"; and each such failure by a Lender is referred to herein as a "Lender Default"), then, in addition to the rights and remedies that may be available to the Non-Defaulting Lenders at law and in equity:

(a) The Defaulting Lender's right to participate in the administration of the Obligations and the Loan Documents, including without limitation, any rights to vote upon, consent to or direct any action of the Administrative Agent or the Lenders shall be suspended and such rights shall not be reinstated unless and until such default is cured, provided, however, that if the Administrative Agent is a Defaulting Lender, the Administrative Agent shall continue to have all rights provided for in this Agreement and the Loan Agreement with respect to the administration of the Loans, unless the Majority Lenders vote to remove and replace the Administrative Agent, in which event the Majority Lenders shall notify the Administrative Agent, Borrower, Parent Guarantor and the other Lenders of the identity of the successor Administrative Agent so chosen by the Majority Lenders and such successor Administrative Agent shall assume all the rights and duties of Administrative Agent hereunder as of the date such notice is given;

(b) If and to the extent the Default Amount includes an amount which, if advanced by the Defaulting Lender, would be applied to interest, fees or other amounts due to the Lenders under the Loan Documents (such portion of the Default Amount is herein referred to as the "Lender Payment Portion"), the Administrative Agent may, and shall upon the direction of the Majority Lenders, treat as advanced by the Defaulting Lender to itself (with a corresponding automatic increase in the Defaulting Lender's Loan balance, and without necessity for executing any further documents) the Lender Payment Portion, whereupon a corresponding offset shall be made against the Default Amount;

(c) If and to the extent any Default Amount remains (after taking into account the deemed advance and application made under Section 10.11(b) above), any or all of the Non-Defaulting Lenders shall be entitled (but shall not be obligated) to fund all or part of the remaining Default Amount (the "Funded Default Amount"), and collect from the Defaulting Lender or from amounts otherwise payable to the Defaulting Lender interest at the Default Rate on the Funded Default Amount for the period from the date on which the payment was due until the date on which payment is made (less any interest actually paid by Borrower on the Funded Default Amount from time to time, which payments shall be applied by the Administrative Agent pari passu to the Non-Defaulting Lenders which shall have so funded the Funded Default Amount);

(d) So long as any Default Amount remains outstanding, the Defaulting Lender's interest in the Obligations and the Loan Documents and proceeds thereof shall be subordinated to the interest of the Non-Defaulting Lenders in the Obligations and the Loan Documents in the manner set forth in Section 10.11(e) below, without necessity for executing any further documents, provided that such Defaulting Lender's interest in the Obligations and the Loan Documents and the proceeds thereof shall no longer be so subordinated if the Default Amount (and all interest which has accrued pursuant to Section 10.11(c) above) shall be repaid

(or, if not funded by the Non-Defaulting Lenders, advanced to the Administrative Agent for disbursement in accordance with this Agreement) in full;

(e) To achieve such subordination, that portion of all amounts received by the Administrative Agent on account of the Obligations which would otherwise be payable to the Defaulting Lender on account of its interest in the Obligations shall be applied by the Administrative Agent as follows:

(i) first to pay pari passu to the Non-Defaulting Lenders the Funded Default Amount, together with interest thereon payable under Section 10.11(c) above, until the Funded Default Amount and all interest thereon has been repaid in full (with collections from Borrower being deemed earned by the Defaulting Lender to the extent of its Pro Rata Share thereof and paid over to the Non-Defaulting Lenders for application first to interest (in accordance with Section 10.13(c) above and then to principal upon the Funded Default Amount); then

(ii) second, the remainder, if any, shall be deemed earned by the Defaulting Lender to the extent of its Pro Rata Share thereof and held in escrow by the Administrative Agent for distribution as follows:

(A) upon payment in full of all the Secured Obligations, without foreclosure, deed-in-lieu of foreclosure (or other similar disposition of the Collateral) or other enforcement proceedings with respect to the Secured Obligations, the funds held in escrow shall be promptly disbursed to the Defaulting Lender; and

(B) upon completion of any foreclosure, deed-in-lieu of foreclosure (or other similar disposition of the Collateral) or other enforcement proceedings with respect to the Secured Obligations the funds held in trust shall be promptly disbursed as follows:

(1) first, to the Non-Defaulting Lenders and their Affiliates which are Holders of Secured Obligations pari passu in the amount of all Secured Obligations which have not been paid and satisfied by the foreclosure, deed-in-lieu of foreclosure (or other similar disposition of the Collateral) or other enforcement proceedings with respect to the Secured Obligations in order to compensate the Non-Defaulting Lenders for any failure to recover the full amount of the Secured Obligations upon completion of any such disposition of the Collateral or other enforcement action; and

(2) second, any remaining funds shall be disbursed to the Defaulting Lender.

(f) Each Non-Defaulting Lender shall have the right, but not the obligation, in its sole discretion, to acquire such Defaulting Lender's Pro Rata Share of the Advances and the Obligations, together with the Funded Default Amount, in which case the following provisions shall apply:

(i) If more than one Non-Defaulting Lender exercises such right, each such Non-Defaulting Lender shall have the right to acquire (in proportion to such acquiring Lenders' respective Pro Rata Shares (or upon agreement thereof, any other proportion)) the Defaulting Lender's Pro Rata Share in the Advances and the Obligations, together with all of the Funded Default Amount (being deemed a portion of the Obligations advanced by the Non-Defaulting Lenders which funded the Funded Default Amount). Such right to purchase shall be exercised by written notice from the applicable Non-Defaulting Lender(s) electing to exercise such right to the Defaulting Lender and the Administrative Agent (an "Exercise Notice"), copies of which shall also be sent concurrently to the other Lenders. The Exercise Notice shall specify (A) the Purchase Price for the Pro Rata Share of the Defaulting Lender, determined in accordance with Section 10.11(f)(ii) below, and (B) the date on which such purchase is to occur, which shall be any Business Day which is not less than fifteen (15) days after the date on which the Exercise Notice is given, provided that if such Defaulting Lender shall have cured its default in full (including all interest and other amounts due in connection therewith) to the satisfaction of the Administrative Agent within said fifteen (15) day period, then the Exercise Notice shall be of no further effect and the applicable Non-Defaulting Lenders shall no longer have a right to purchase such Defaulting Lender's Pro Rate Share or the Funded Default Amount. Upon any such purchase of the Pro Rata Share of a Defaulting Lender and as of the date of such purchase (the "Purchase Date"), (X) the Non-Defaulting Lenders purchasing the Defaulting Lender's Pro Rata Share shall also purchase the Funded Default Amount in equivalent proportions from the Non-Defaulting Lenders which funded the same, for a purchase price equal to par plus interest accrued and unpaid thereon under the provisions of Section 10.11(c) ("Default Amount Accrued Interest"), (Y) the Non-Defaulting Lenders purchasing the Defaulting Lender's Pro Rata Share shall promptly advance to the Administrative Agent their proportionate shares of any unfunded portion of the Default Amount, and (Z) the Defaulting Lender's interest in the Loans and the Obligations, and its rights hereunder as a Lender arising from and after the Purchase Date (but not its rights and liabilities in respect thereof or under the Loan Documents or this Agreement for obligations, indemnities and other matters arising or matters occurring before the Purchase Date) shall terminate on the Purchase Date, and the Defaulting Lender shall promptly execute all documents reasonably requested to surrender and transfer such interest. Without in any manner limiting the remedies of the Lenders, the obligations of a Defaulting Lender to sell and assign its Pro Rata Share under this Section 10.11(f) shall be specifically enforceable by the Administrative Agent and/or the other Lenders, by an action brought in any court of competent jurisdiction for such purpose, it being acknowledged and agreed that, in light of the disruption in the administration of the Advances and the other terms of the Loan Documents that a Defaulting Lender may cause, damages and other remedies at law are not adequate.

(ii) The purchase price for the Pro Rata Share of the Advances and the Obligations of a Defaulting Lender (the "Purchase Price") shall be equal to one hundred percent (100%) of the sum of all of the Defaulting Lender's Advances (including advances for Protective Advances) under the Loans outstanding as of the Purchase Date, less the Default Amount Accrued Interest and costs and expenses incurred by the Administrative Agent and the Lenders directly as a result of the Defaulting Lender's default hereunder, court costs and the fees and expenses of attorneys, paralegals, accountants and other similar advisors, and if such amounts are not then known, there shall be deducted from the Purchase Price and placed into escrow with the Administrative Agent an amount equal to 200% of the Administrative Agent's reasonable estimate of such costs, to be held for disbursement to pay such costs as incurred, with any

remainder being returned to the Defaulting Lender upon payment in full of all the Secured Obligations. The Lenders hereby acknowledge that the Lenders purchasing the Defaulting Lender's Pro Rata Share are entitled to do so at the price set forth in this Section 10.11(f)(ii) due to the risk that the Obligations and Collateral may further decline in value after such purchase as a result of the Defaulting Lender's default.

Nothing herein contained shall be deemed or construed to waive, diminish or limit, or prevent or stop any Lender from exercising or enforcing, any rights or remedies which may be available at law or in equity as a result of or in connection with any default under this Agreement by a Lender. In addition, no Lender shall be deemed to be a Defaulting Lender if such Lender refuses to fund its Pro Rata Share of any Advance being made after any bankruptcy-related Default under Section 7.6 or Section 7.7 of this Agreement due to the lack of bankruptcy court approval for such Advance.

10.12 Authority. The Administrative Agent, as described herein, shall have all rights with respect to collection and administration of the Obligations, the security therefor and the exercise of remedies with respect thereto, except to the extent otherwise expressly set forth herein. The Lenders agree that the Administrative Agent shall make all determinations as to whether to grant or withhold approvals under the Loan Documents and as to compliance with the terms and conditions of the Loan Documents, except to the extent otherwise expressly set forth therein or herein. The Administrative Agent will simultaneously deliver to the Lenders copies of any default notices sent to Borrower, Parent Guarantor or any Subsidiary Guarantor under the terms of the Loan Documents and will promptly provide to the Lenders copies of any material notices received from Borrower, Parent Guarantor or any Subsidiary Guarantor, including without limitation notices received under Section 6.18 (and copies of the documents received by the Administrative Agent thereunder). The Administrative Agent shall not, however, take the following actions without first obtaining the consent of requisite Lenders, as set forth below:

(a) The Administrative Agent shall not, without first obtaining the consent of the Unanimous Lenders, take any of the following actions:

(i) amend the interest rate, any date on which interest is due, or the Maturity Date set forth in the Loan Documents;

(ii) release any collateral for the Secured Obligations, or release any guaranty, indemnity agreement or any Person (including, without limitation, any Subsidiary Guarantor) with respect to any such guaranty or indemnity agreement (except for the release of any Subsidiary Guarantor from the Guaranty upon consummation of an Asset Sale with respect to such Subsidiary Guarantor or substantially all of its assets and except for releases otherwise expressly permitted pursuant to the Loan Documents upon satisfaction of all applicable conditions specified therein), or waive or release any indemnity obligations of Borrower, Parent Guarantor or any guarantor (including, without limitation, any Subsidiary Guarantor) to the Lenders under the Loan Documents;

(iii) increase the amount of the Revolving Loan Commitment, except with respect to any increase in the Revolving Loan Commitment as may occur from time to time pursuant to Section 2.19 hereof;

(iv) forgive or reduce any principal, interest or fees due under the Obligations or extend the time for payment of any such principal, interest or fees;

(v) consent to the further encumbrance or hypothecation of all or any portion of the Opryland Hotel Florida or any other Collateral except to the extent expressly permitted under the Loan Documents;

(vi) modify, waive or consent to any assignment in violation of Section 12.1(i);

(vii) change the Pro Rata Share of any Lender, except in connection with a transfer of a Lender's interest permitted under the Loan Agreement or in connection with an increase in the Revolving Loan Commitment pursuant to Section 2.19 hereof;

(viii) modify or amend this Section 10.12; or

(ix) modify or amend the definition of "Unanimous Lenders" or "Majority Lenders" herein.

(b) The Administrative Agent shall not, without first obtaining the consent of the Majority Lenders, take any of the following actions:

(i) exercise (or refrain from exercising) rights or remedies with respect to any Default, including any action with respect to the exercise of remedies or the realization, operation or disposition of any Collateral, provided, however, that the Administrative Agent may deliver consents contemplated by the Loan Documents and waivers of provisions (other than material provisions, including without limitation, any of the provisions specifically enumerated in Section 7.3 hereof) of the Loan Documents;

(ii) amend, supplement or otherwise modify in any material respect any of the Loan Documents or execute a written waiver of any material provision of the Loan Documents (including, without limitation, any of the provisions specifically enumerated in Section 7.3 hereof), provided that such amendment, supplement, modification or waiver does not require the consent of all the Lenders under Section 10.12(a) above;

(iii) consent to the transfer by Borrower or Parent Guarantor of all or any part of its direct or indirect interest in the Opryland Hotel Florida or any other Collateral, except to the extent expressly permitted under the Loan Documents;

(iv) consent to any Change of Control;

(v) agree to cause an additional or updated Appraisal to be ordered at the Lenders' expense;

(vi) modify, amend or waive any requirement in Section 6.25; or

(vii) consent to or take action with respect to any matter specified herein to require the consent or approval of the Majority Lenders.

(c) The consent of the Swingline Lender shall be required for any action, waiver, consent, amendment or other agreement which would have the effect of altering any of the Swingline Lender's rights or obligations with respect to Swingline Loans.

(d) The consent of each Issuing Bank shall be required for any action, waiver, consent, amendment or other agreement which would have the effect of altering any provision of Sections 2.20 through 2.20.4 or altering its rights or obligations with respect to Letters of Credit.

As to any matters which are subject to the consent of any or all of the Lenders, as set forth above or elsewhere in this Agreement, the Administrative Agent shall not be permitted or required to exercise any discretion or to take any action except upon the receipt of the written consent or instruction with respect to such action by the requisite Lenders, which written consent or instruction shall be binding upon the Lenders. Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Lenders' right to consent to or disapprove any particular matter shall be limited to the extent that the Lenders' or Administrative Agent's rights to consent to or disapprove of such matter are limited in the Loan Documents.

As to any matter which is subject to a vote of the Lenders hereunder, any of the Lenders may require the Administrative Agent to initiate such a vote. In such event, the Administrative Agent shall conduct a vote in accordance with the provisions of the next paragraph. The Administrative Agent shall be bound by the results of such vote, so long as the action voted in favor of is permissible under the Loan Documents and under applicable law, and subject to the obligation of each Lender to contribute its Pro Rata Share of all expenses and liabilities incurred in connection therewith as more fully set forth below.

All communications from the Administrative Agent to the Lenders requesting the Lenders' approval (i) shall be given in the form of a written notice to each Lender, (ii) shall be accompanied by a description of the matter as to which such approval is requested and (iii) shall include, if appropriate, the recommendation of the Administrative Agent, if any.

Subject to the foregoing limitations, each Lender hereby appoints and constitutes the Administrative Agent as its agent with full power and authority to exercise on behalf of such Lender any and all rights and remedies which such Lender may have with respect to, and to the extent necessary under applicable law for, the enforcement of the Loan Documents, including the right to exercise, or to refrain from exercising, any and all remedies afforded to such Lender by the Loan Documents or which such Lender may have as a matter of law.

Subject to the last sentence of this paragraph, each Lender shall be responsible for its Pro Rata Share of any reasonable out-of-pocket costs, expenses or liabilities incurred by the Administrative Agent in connection with the Obligations, the protection of any security for the Secured Obligations, the enforcement of the Loan Documents or the management or operation of any Collateral after acquisition of title thereto. Each Lender shall, within twenty (20) days after a written demand therefor accompanied with a description of the amounts payable, contribute its

respective Pro Rata Share of the out-of-pocket costs and expenses incurred by the Administrative Agent in accordance with the terms of this Agreement, including, but not limited to, fees of receivers or trustees, court costs, title company charges, filing and recording fees, appraisers' fees and expenses of attorneys.

10.13 Borrower Default. Promptly after the Administrative Agent acquires actual knowledge that a Default has occurred, the Administrative Agent shall evaluate the circumstances of such Default, its impact on Borrower, Parent Guarantor and Subsidiary Guarantors and the courses of action available to the Lenders, which may include such responses as entering into a forbearance agreement for a period of time, establishing certain additional credit or collateral safeguards in exchange for a waiver of such Default or determining the timing and order of enforcement of the remedies available to the Lenders. Unless expressly directed in writing to the contrary by the Majority Lenders, the Administrative Agent is expressly authorized to discuss such Default and possible resolutions with Borrower, Parent Guarantor and Subsidiary Guarantors and to refrain from exercising any rights and remedies while conducting such evaluation, provided that the Administrative Agent shall not enter into any written forbearance agreement with Borrower, Parent Guarantor or any Subsidiary Guarantor without the prior consent of the Majority Lenders. The foregoing provisions shall not limit the right, power or authority of the Administrative Agent to take actions pursuant to and in accordance with Section 8.1 or Section 9.19.

The Administrative Agent shall, upon completing such evaluation and if the Administrative Agent deems it appropriate, forward to each Lender a written proposal outlining the course of action that the Administrative Agent recommends, if any.

If the Majority Lenders so approve the Administrative Agent's proposal, the Administrative Agent shall seek to implement such proposal in due course in the same manner the Administrative Agent generally implements similar proposals for loans held for its own account.

The Lenders agree to cooperate in good faith and in a commercially reasonable manner in connection with the exercise by the Administrative Agent of the rights granted to the Lenders by law and the Loan Documents, including, but not limited to, providing necessary information to the Administrative Agent with respect to the Obligations, preparing and executing necessary affidavits, certificates, notices, instruments and documents and participating in the organization of applicable entities to hold title to the Opryland Hotel Florida. Each Lender agrees that it shall subscribe to and accept its Pro Rata Share of the ownership interests in any entity organized to hold title to the Opryland Hotel Florida or any other Collateral. The Administrative Agent is hereby authorized to act for and on behalf of the Lenders in all day-to-day matters with respect to the exercise of rights described herein such as the supervision of attorneys, accountants, appraisers or others acting for the benefit of all of the Lenders in connection with litigation, foreclosure, realization of all or any security given as collateral for the Secured Obligations or other similar actions.

10.14 Acquisition of Collateral. If the Administrative Agent (or its nominee or designee), on behalf of the Lenders, acquires the Opryland Hotel Florida or any other Collateral either by foreclosure or deed in lieu of foreclosure, then the Lenders agree to negotiate in good faith to reach agreement among themselves in writing relating to the ownership, operation, maintenance, marketing, and sale of the Opryland Hotel Florida. The Lenders agree that such agreement shall be consistent with the following:

(a) The Collateral will not be held as a long term investment but will be marketed in an attempt to sell the Collateral in a time period consistent with the regulations applicable to national banks for owning real estate. Current Appraisals of the Collateral shall be obtained by the Administrative Agent, such Appraisals shall be furnished to the Lenders from time to time during the ownership period at the Lenders' expense (without diminishing or releasing any obligation of Borrower or Parent Guarantor to pay for such costs) and an appraised value shall be established and updated from time to time based on such Appraisals.

(b) Decision-making with respect to the day to day operations of the Opryland Hotel Florida will be delegated to management and leasing agents. All agreements with such management and leasing agents will be subject to the approval of the Majority Lenders. All material decisions reserved to the owner in such agreements will also be subject to the approval of the Majority Lenders. The day to day supervision of such agents shall be done by the Administrative Agent.

(c) Except as provided in the immediately following sentence, all decisions as to whether to sell the Opryland Hotel Florida and any other Collateral shall be subject to the approval of all the Lenders. Notwithstanding the foregoing, the Lenders agree that if the Administrative Agent receives a bona fide "all cash" (as determined by the Administrative Agent in its discretion) offer for the purchase of the Opryland Hotel Florida or other Collateral which has been approved in writing by the Majority Lenders and such offer equals or exceeds one hundred percent (100%) of the most recent appraised values of the Opryland Hotel Florida and/or such other Collateral, as applicable, as established by an Appraisal or Appraisals that have been completed within six months of such offer, then the Administrative Agent is irrevocably authorized to accept such offer on behalf of all the Lenders.

(d) All expenses incurred by the Administrative Agent and the Lenders in connection with the Opryland Hotel Florida shall be allocated among the Lenders pro rata in accordance with their respective Pro Rata Shares. In the event any Lender does not pay its Pro Rata Share of such expenses, such Lender shall be subject to the terms of Section 10.11 above.

(e) All proceeds received by the Administrative Agent or any Lender from the operation, sale or other disposition of the Opryland Hotel Florida and any other Collateral (net of expenses incurred by the Administrative Agent in connection therewith and any reserves deemed reasonably necessary by the Majority Lenders for potential obligations of the Lenders with respect to the Opryland Hotel Florida and subject to Section 10.11 above) shall be paid to the Lenders in accordance with each Lender's Pro Rata Share from time to time upon authorization by the Majority Lenders.

(f) All expenditures and other actions taken with respect to the Opryland Hotel Florida and any other Collateral shall at all times be subject to the regulations and requirements pertaining to national banks applicable thereto. Without limiting the generality of the foregoing, all necessary approvals from regulatory authorities in connection with any expenditure of funds by the Lenders shall be a condition to such expenditure.

10.15 Documents. Except as otherwise expressly provided herein, it is acknowledged and agreed that (a) the Administrative Agent has not and shall not provide to the other Lenders documents, other than Loan Documents delivered as of the Effective Date, received from Borrower and Parent Guarantor with respect to the satisfaction of the conditions set forth in Section 4.1 or the conditions precedent to the initial or any subsequent Advances, but that such documents are or shall be available for inspection by each Lender, and (b) the determination by each Lender of whether the conditions precedent set forth in Sections 4.1 and 4.2 have been satisfied shall be for the benefit of each such Lender only, and may not be relied on by any other party.

10.16 Receipt and Maintenance of Loan Documents. Each Lender acknowledges that it has received, reviewed and approved the form of the Loan Documents delivered as of the Effective Date. Borrower and Parent Guarantor shall deliver to the Administrative Agent and to each of the Lenders party hereto on the Effective Date executed original counterparts of all of the Loan Documents, other than the originals of the Notes, each of which shall be delivered to the Lender named therein.

10.17 No Representations. Each Lender acknowledges and agrees that the Administrative Agent has not made any representations or warranties, express or implied, with respect to any aspect of the Loans, including, without limitation (i) the existing or future solvency or financial condition or responsibility of Borrower, Parent Guarantor and the Subsidiary Guarantors, (ii) the payment or collectibility of the Obligations, (iii) the validity, enforceability or legal effect of the Loan Documents, or the Mortgage Title Insurance Policy or the Surveys furnished by Borrower, or (iv) the validity or effectiveness of the liens created by the Mortgage or any other liens or security interests required by this Agreement.

10.18 No Relation. The relationship between the Administrative Agent, the Co-Lead Arrangers, Joint Book-Running Managers, Syndication Agent and the other Lenders is not intended by the parties to create, and shall not create, any trust, joint venture or partnership relation between them.

10.19 Standard of Care. The Administrative Agent shall be liable to the Lenders for any loss or liability sustained in connection with its management and administration of the Obligations, or in connection with the exercise of any rights and remedies under the Loan Documents or at law, only if, and to the extent, such loss or liability results from the gross negligence or willful misconduct of such Administrative Agent or any of its employees, officers, agents or directors or a breach of the Administrative Agent's express obligations under this Agreement.

10.20 No Responsibility for Loans, Etc. Except as otherwise provided in this Agreement (including Section 10.21), none of the Administrative Agent, the Initial Lender Affiliates or any of their respective shareholders, directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into, or verify (i) any statement, warranty or representation made in connection with any Loan Document or any Advance hereunder; (ii) the performance or observance of any of the covenants or agreements of any obligor under any Loan Document, including, without limitation, any agreement by an obligor to furnish information directly to each Lender; (iii) the satisfaction of any condition specified herein; (iv) the validity, effectiveness or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith; or (v) the value, sufficiency, creation, perfection or priority of any interest in any collateral security. Neither the Administrative Agent nor any of the Initial Lender Affiliates shall have any duty to disclose to the Lenders information that is not required to be furnished to it by Borrower or Parent Guarantor.

10.21 Payments After Default. Subject to the provisions of Section 10.11 regarding the subordination of any Defaulting Lender's interest, after the occurrence of a Default, the Administrative Agent shall apply all payments in respect of any Obligations and all proceeds of Collateral in the following order:

(i) first, to pay Obligations in respect of any fees, expense reimbursements or indemnities then due to the Administrative Agent;

(ii) second, to pay principal of and interest on any Protective Advance for which the Administrative Agent has not then been paid by Borrower or Parent Guarantor or reimbursed by the Lenders;

(iii) third, to pay Obligations in respect of any fees, expense reimbursements or indemnities then due to the Lenders (other than Rate Management Obligations);

(iv) fourth, to the ratable payment, on a pari passu basis, of (a) principal and interest on the Loans and on Unpaid Drawings (such application to be made first to interest and then to principal) together with the Letter of Credit Collateral Amount and (b) Secured Rate Management Obligations; and

(v) fifth, to the ratable payment of all other Obligations.

The order of priority set forth in this Section 10.21 is set forth solely to determine the rights and priorities of the Administrative Agent and the Lenders as among themselves. As between Borrower, Parent Guarantor and Subsidiary Guarantors, on the one hand, and the Administrative Agent and Lenders on the other, after the occurrence of a Default the Administrative Agent and Lenders may apply all payments in respect of any Secured Obligations, and all proceeds of Collateral, to the Secured Obligations, including, without limitation, the Letter of Credit Collateral Amount, in such order and manner as the Administrative Agent and Lenders may elect in their sole and absolute discretion. The order of

priority set forth in clauses (i) through (iii) of this Section 10.21 may be changed by the Majority Lenders with the prior written consent of the Administrative Agent.

10.22 Payments Received. All payments received by the Administrative Agent from Borrower or Parent Guarantor for the account of the Lenders shall be disbursed to the applicable Lenders no later than the next Business Day following the day such payment is received in good funds by the Administrative Agent. If payments received by the Administrative Agent from Borrower or Parent Guarantor are not disbursed to the applicable Lenders the same day as they are received, such funds shall be invested overnight by the Administrative Agent and each Lender will receive its Pro Rata Share of any interest so earned. The Lenders acknowledge that the Administrative Agent does not guarantee any particular level of return on the overnight funds and that the Administrative Agent will invest such funds as it deems prudent from time to time.

ARTICLE XI

SETOFF; RATABLE PAYMENTS

11.1 Setoff. In addition to, and without limitation of, any rights of the Lenders under applicable law, if Borrower, Parent Guarantor or any Subsidiary Guarantor becomes insolvent, however evidenced, or any Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender or any Affiliate of any Lender to or for the credit or account of Borrower, Parent Guarantor or any Subsidiary Guarantor may be offset and applied toward the payment of the Secured Obligations owing to such Lender, whether or not the Secured Obligations, or any part thereof, shall then be due.

11.2 Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Outstanding Credit Exposure (other than (x) payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5, (y) payments to the Swingline Lender in respect of a Swingline Loan, either by Borrower or by the Lenders, pursuant to a Mandatory Advance or participation in respect of Swingline Loans, as contemplated by Section 2.1(c) and (z) payments in respect of Unpaid Drawings or Letter of Credit Participations, as contemplated by Sections 2.20.4 and 2.20.3) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Outstanding Credit Exposure (other than Swingline Loans and Letter of Credit Outstandings) held by the other Lenders so that after such purchase each Lender will hold its applicable Pro Rata Share of the Aggregate Outstanding Credit Exposure (other than Swingline Loans and Letter of Credit Outstandings). If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary to provide that the Administrative Agent and all Lenders share in the benefits of such collateral in accordance with the provisions of Section 2.12(b).

ARTICLE XII

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1 Successors and Assigns. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of Borrower, Parent Guarantor, Subsidiary Guarantors, the Administrative Agent and the Lenders and their respective successors and assigns, except that (i) Borrower, Parent Guarantor and Subsidiary Guarantors shall not have the right to assign their respective rights or obligations under the Loan Documents and (ii) any assignment by any Lender must be made in compliance with Section 12.3. The parties to this Agreement acknowledge that clause (ii) of this Section 12.1 relates only to absolute assignments and does not prohibit assignments creating security interests, including, without limitation, financings in the nature of repurchase agreements and any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank; provided, however, that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Administrative Agent may treat the Person which made any Loan or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with Section 12.3; provided, however, that the Administrative Agent may in its discretion (but shall not be required to) follow instructions from the Person which made any Loan or which holds any Note to direct payments relating to such Loan or Note to another Person. Any assignee of the rights to any Loan or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such request or giving such authority or consent is the owner of any Loan (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Loan.

12.2 Participations.

12.2.1 Permitted Participants; Effect. Any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more banks or other entities ("Participants") participating interests in any Outstanding Credit Exposure of such Lender, any Note held by such Lender, any Revolving Loan Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Outstanding Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents, all amounts payable by Borrower under this Agreement shall be determined as if such Lender had not sold such participating interests, and Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents.

12.2.2 Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to any Advance or Revolving Loan Commitment in which such Participant has an interest which (a) forgives principal, interest, fees or reduces the interest rate or fees payable with respect to any such Loan or Revolving Loan Commitment (except in connection with a waiver of applicability of any post-Default increase in interest rates), extends the Maturity Date, postpones any date fixed for any required payment of principal of, or interest on any Loan in which such Participant has an interest, or any regularly-scheduled payment of fees on any such Advance or Revolving Loan Commitment, (b) releases any guarantor of any such Advance (except in connection with an Asset Sale in accordance with the terms hereof) or all or substantially all of any collateral, if any, securing any such Advance; (c) increases the amount of the participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default shall not constitute a change in the terms of such participation, and that an increase in any Revolving Loan Commitment (or the available portion thereof) or Loan shall be permitted without the consent of any participant if the participant's participation therein is not increased as a result thereof) or (d) consents to the assignment or transfer by Borrower or Parent Guarantor of any of their obligations under this Agreement. Notwithstanding the foregoing, Borrower and Parent Guarantor and the other Lenders shall be entitled to rely upon any actions taken by a Lender in its capacity as such, whether or not within the scope of such Lender's authority under any agreement between the Lender and a Participant.

12.2.3 Benefit of Setoff. Borrower and Parent Guarantor agree that each Participant shall be deemed to have the right of setoff provided in Section 11.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that each Lender shall retain the right of setoff provided in Section 11.1 with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 11.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 11.2 as if each Participant were a Lender.

12.3 Assignments.

12.3.1 Permitted Assignments. Subject to satisfaction of the applicable requirements and conditions set forth in this Section 12.3, any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time assign to one or more banks or other entities ("Purchasers") all or any part of its rights and obligations under the Loan Documents, subject to the following:

(i) such assignment shall be substantially in the form of Exhibit D or in such other form as may be agreed to by the Administrative Agent;

(ii) the consent, not to be unreasonably withheld or delayed, of Borrower, Parent Guarantor, the Administrative Agent and the Swingline Lender, shall be required prior to an assignment becoming effective, and, unless each of Borrower, Parent

Guarantor and the Administrative Agent otherwise consents, each assignment with respect to an Eligible Assignee which is not a Lender or an Affiliate thereof shall be in an amount not less than the lesser of (A) $1,000,000 or (B) the sum (calculated as at the date of such assignment) of the assigning Lender's Available Commitment and Outstanding Credit Exposure; provided, however, that (1) the consent of Borrower and Parent Guarantor shall not be required for an assignment from one Lender to another Lender or an Affiliate thereof; (2) the consent of Borrower and Parent Guarantor shall not be required in connection with any such assignments occurring in connection with the primary syndication of this facility and (3) if a Default has occurred and is continuing, no consent of Borrower and Parent Guarantor to any assignment shall be required;

(iii) Unless the Administrative Agent and the Swingline Lender otherwise consents, a Lender shall not be permitted to assign less than the entire remaining amount of the assigning Lender's Available Commitment and Outstanding Credit Exposure if upon completion of such assignment the remaining amount (calculated as at the date of such assignment) of the assigning Lender's Available Commitment and Outstanding Credit Exposure shall be less than $1,000,000; and

(iv) No Lender shall assign all or any part of its rights and obligations under the Loan Documents without the Administrative Agent's consent, which shall not be unreasonably withheld, or to any Person other than an Eligible Assignee.

This Section 12.3 relates only to absolute assignments and does not prohibit assignments creating security interests, including, without limitation, financings in the nature of repurchase agreements and any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank; provided, however, that no such financing, pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of this Section 12.3.

12.3.2 Transfers. Notwithstanding any other provision hereof, Lenders consent to each Lender's pledge (a "Pledge") of its interest in the Loans and the Collateral to any Eligible Assignee which has extended a credit facility to such Lender (a "Loan Pledgee"), on the terms and conditions set forth in this paragraph. Upon written notice by the Lender to Administrative Agent that the Pledge has been effected, Administrative Agent agrees to acknowledge receipt of such notice and thereafter agrees: (a) to give Loan Pledgee written notice of any default by Lenders under this Agreement and any amendment, modification, waiver or termination of any of Lenders' rights under this Agreement; (b) that Administrative Agent shall deliver to Loan Pledgee such estoppel certificate(s) as Loan Pledgee shall reasonably request; and (c) that, upon written notice (a "Redirection Notice") to Administrative Agent by Loan Pledgee that a Lender is in default, beyond applicable cure periods, under such Lender's obligations to Loan Pledgee pursuant to the applicable credit agreement between such Lender and Loan Pledgee (which notice need not be joined in or confirmed by Lenders), and until such Redirection Notice is withdrawn or rescinded by Loan Pledgee, any payments to which such Lender is entitled from time to time pursuant to this Agreement, or any other agreements that relate to the Loans, shall be paid or directed to Loan Pledgee. The relevant Lender hereby unconditionally and absolutely releases Administrative

Agent and the Lenders from any liability to the relevant Lender on account of Administrative Agent's or any Lender's compliance with any Redirection Notice reasonably believed by Administrative Agent or Lenders to have been delivered in good faith. Loan Pledgee shall be permitted fully to exercise its rights and remedies against the relevant Lender, and realize on any and all collateral granted by such Lender to Loan Pledgee (and accept an assignment in lieu of foreclosure as to such collateral), in accordance with applicable law and the provisions of this Agreement. In such event, Lenders shall recognize Loan Pledgee, and its successors and assigns which are Eligible Assignees as the successor to the applicable Lender's rights, remedies and obligations under this Agreement and the Loan Documents. The rights of Loan Pledgee under this paragraph shall remain effective unless and until Loan Pledgee shall have notified Administrative Agent in writing that its interest in the Loans has terminated. Notwithstanding any provisions herein to the contrary, if a conduit ("Conduit") which is not an Eligible Assignee provides financing to a Lender then such Conduit will be a permitted "Loan Pledgee" despite the fact it is not an Eligible Assignee if the following conditions are satisfied: (i) the loan (the "Conduit Inventory Loan") made by the Conduit to a Lender to finance the acquisition and holding of such Lender's Loan will require a third party (the "Conduit Credit Enhancer") to provide credit enhancement; (ii) the Conduit Credit Enhancer will be an Eligible Assignee; (iii) the applicable Lender will pledge its interest in the Loan to the Conduit as collateral for the Conduit Inventory Loan; (iv) the Conduit Credit Enhancer and the Conduit will agree that, if the applicable Lender defaults under the Conduit Inventory Loan, or if the Conduit is unable to refinance its outstanding commercial paper even if there is no default by the applicable Lender, the Conduit Credit Enhancer will purchase the Conduit Inventory Loan from the Conduit, and the Conduit will assign the pledge of the applicable Lender's interest in the relevant Loan to the Conduit Credit Enhancer; and (v) the Conduit will not have any greater right to acquire the interests in the Loan pledged by the relevant Lender, by foreclosure or otherwise, than would any other purchaser that is not an Eligible Assignee at a foreclosure sale conducted by a Loan Pledgee.

12.3.3 Effect; Effective Date. Upon (a) delivery to the Administrative Agent of an assignment, together with any consents required by Section 12.3.1, and (b) payment of a non-refundable assignment fee of $3,500 to the Administrative Agent for processing such assignment (unless such fee is waived by the Administrative Agent), such assignment shall become effective on the effective date specified in such assignment. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party hereto, and the transferor Lender shall be discharged and released with respect to the percentage of the Revolving Loan Commitment and Outstanding Credit Exposure assigned to such Purchaser, without any further consent or action by Borrower, Parent Guarantor, the Lenders or the Administrative Agent. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3.2, the transferor Lender, the Administrative Agent, Borrower and Parent Guarantor shall make appropriate arrangements so that new Notes or, as appropriate, replacement Notes are issued to such transferor Lender and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Revolving Loan Commitment and Outstanding Credit Exposure, as adjusted pursuant to such assignment.

12.4 Dissemination of Information. Borrower and Parent Guarantor each authorize each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of Borrower, Parent Guarantor and Subsidiary Guarantors; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.11 of this Agreement.

12.5 Tax Treatment. If any interest in any Loan Document is transferred to any Transferee which is organized under the laws of any jurisdiction other than the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5(iv).

ARTICLE XIII

NOTICES

13.1 Notices. Except as otherwise permitted by Section 2.14 with respect to Borrowing Notices, all notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (a) in the case of Borrower, Parent Guarantor, the Administrative Agent or any Lender, at its address or facsimile number set forth on the signature pages hereof, or (b) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Administrative Agent, Borrower and Parent Guarantor in accordance with the provisions of this Section 13.1. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by certified mail, return receipt requested, when delivered at the address specified in this Section, as indicated by the return receipt, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that notices to the Administrative Agent under Article II shall not be effective until received.

13.2 Change of Address. Borrower, Parent Guarantor, the Administrative Agent and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by Borrower, Parent Guarantor, the Administrative Agent and the Lenders and each

party has notified the Administrative Agent by facsimile transmission or telephone that it has taken such action.

ARTICLE XV

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

15.1 CHOICE OF LAW. THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (EXCLUDING THE NEW YORK LIEN LAW AND WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS), BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

15.2 CONSENT TO JURISDICTION. BORROWER AND PARENT GUARANTOR EACH HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK OR ANY UNITED STATES FEDERAL OR FLORIDA STATE COURT SITTING IN FLORIDA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND BORROWER AND PARENT GUARANTOR EACH HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVE ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWER, PARENT GUARANTOR OR ANY SUBSIDIARY GUARANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY BORROWER OR PARENT GUARANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE ADMINISTRATIVE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK.

15.3 WAIVER OF JURY TRIAL. BORROWER, PARENT GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIPS ESTABLISHED THEREUNDER.

* * *

IN WITNESS WHEREOF, Borrower, Parent Guarantor, the Lenders and the Administrative Agent have executed this Agreement as of the date first above written.

ADDRESSES:

One Gaylord Drive
Nashville, Tennessee 37214
Attention: Chief Financial Officer

BORROWER:

OPRYLAND HOTEL - FLORIDA LIMITED PARTNERSHIP, a Florida limited partnership

By: Opryland Hospitality, LLC, its general partner

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President

PARENT GUARANTOR:

One Gaylord Drive
Nashville, Tennessee 37214
Attention: Chief Financial Officer

GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President and Chief Financial Officer

LENDERS:

Deutsche Bank
200 Crescent Court, Suite 550
Dallas, Texas 75201
Attention: Robert J. Krenek

DEUTSCHE BANK TRUST COMPANY AMERICAS, Individually and as Administrative Agent

By: /s/ GEORGE R. REYNOLDS

Name: George R. Reynolds
Title: Vice President

Bank of America
901 Main Street, 64th Floor
TXI-492-64-01
Dallas, Texas 75202
Attention: Roger C. Davis

BANK OF AMERICA, N.A.

By: /s/ ROGER C. DAVIS

Name: Roger C. Davis
Title: Principal, Portfolio Manager

EXHIBIT 10.15

FIRST AMENDMENT TO CREDIT AGREEMENT AND RATIFICATION OF GUARANTY

THIS FIRST AMENDMENT TO CREDIT AGREEMENT AND RATIFICATION OF GUARANTY (this "First Amendment"), dated as of December 17, 2003, among OPRYLAND HOTEL - FLORIDA LIMITED PARTNERSHIP, a Florida limited partnership ("Borrower"), and GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation ("Parent Guarantor"), the Lenders from time to time party to the Credit Agreement referred to below, DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (the "Administrative Agent") and the undersigned Subsidiary Guarantors. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Deutsche Bank Trust Company Americas ("DB") and Bank of America, N.A. ("BofA", and together with DB, collectively, the "Original Lenders"), Borrower, Parent Guarantor and the Administrative Agent entered into that certain Credit Agreement, dated as of November 20, 2003 (as amended hereby and as further amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, Borrower, Parent Guarantor and the Original Lenders desire to amend the Credit Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, the agreements contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Amendments to the Credit Agreement.

1. The aggregate Revolving Loan Commitment is hereby increased from $65,000,000.00 to $100,000,000.00 and in connection therewith, (a) each of CIBC Inc., Fleet National Bank, Midfirst Bank and Citicorp North America, Inc. (collectively, the "New Lenders"; the Original Lenders and the New Lenders being hereinafter referred to collectively as the "Lenders") hereby agrees to participate, severally, in the aggregate Revolving Loan Commitment, as increased hereby, in accordance with the schedule of Revolving Loan Commitments ("Revised Schedule 1") attached hereto and (b) Schedule 1 of the Credit Agreement is hereby deleted and Revised Schedule 1 is hereby substituted therefor. From and after the date hereof, each New Lender shall have all of the rights and obligations of a "Lender" under the Credit Agreement and the other Loan Documents and shall be bound by all of the terms and provisions thereof.

2. The principal balance of Revolving Loans outstanding, if any, immediately prior to the increase in the aggregate Revolving Loan Commitment pursuant to the preceding Paragraph 1 shall be reallocated among the Lenders such that, as of the date hereof, the outstanding principal balance of Revolving Loans due and payable to each Lender shall be equal to such Lender's Pro Rata Share of the Aggregate Outstanding Credit Exposure with respect to Revolving Loans. On the date hereof, the New Lenders shall advance the funds necessary to effect such reallocation to the Administrative Agent and the funds so advanced shall be

immediately thereafter distributed among the Original Lenders as necessary to accomplish the required reallocation of outstanding Revolving Loans. Any funds so advanced shall be Floating Rate Advances until converted to LIBO Rate Advances. To the extent such reallocation results in certain Lenders receiving funds which are applied to LIBO Rate Advances prior to the last day of the applicable Interest Period, then Borrower shall pay to the Administrative Agent for the account of the affected Lenders any amounts payable with respect thereto pursuant to Section 3.4 of the Credit Agreement. Each Lender's participation in Letters of Credit and Unpaid Drawings, if any, outstanding as of the date hereof is hereby adjusted to reflect such Lender's respective Pro Rata Share thereof, as contemplated by Section 2.20.3(a) of the Credit Agreement.

3. On the date hereof, Borrower shall execute and deliver to the Administrative Agent a new or renewal Revolving Note (collectively the "New Notes") for each Lender in a principal amount equal to such Lender's Revolving Loan Commitment as provided in Revised Schedule 1. The Administrative Agent shall promptly deliver such New Notes to the respective Lenders, and the two Revolving Notes (the "Original Notes") dated as of November 20, 2003, each in the principal amount of $32,500,000, held, respectively, by the Original Lenders, shall be surrendered by the Original Lenders to the Administrative Agent. Each New Note shall contain such provisions with respect to payment of or exemption from Florida intangibles tax and documentary stamp tax as the Administrative Agent shall require, and in furtherance thereof, (a) the $7,500,000 portion of BofA's Original Note that is not renewed by the New Note delivered to BofA on the date hereof is hereby deemed to have been assigned to CIBC Inc. and renewed by the New Note delivered to CIBC Inc. and (b) the $7,500,000 portion of DB's Original Note that is not renewed by the New Note delivered to DB on the date hereof is hereby deemed to have been assigned to Citicorp North America, Inc. and renewed by the New Note delivered to Citicorp North America, Inc.

4. Any undrawn fees and Letter of Credit Fees pursuant to Sections 2.5(a) and 2.20.6(a) of the Credit Agreement, respectively, paid or payable for periods on or after the date hereof shall be distributed to each Lender in accordance with its respective Pro Rata Share, it being understood that any undrawn fees and Letter of Credit Fees paid or payable for periods prior to but not including the date hereof shall be distributed only to the Original Lenders in accordance with their respective Pro Rata Shares prior to the date hereof.

5. The following is hereby inserted in the first sentence of Section 2.5(a) of the Credit Agreement, after "Aggregate Available Commitment": "(calculated, for the purposes of this Section 2.5(a) without regard to the outstanding principal amount of Swingline Loans, if any)".

6. Section 2.19 and Exhibit F of the Credit Agreement are hereby deleted. The following defined terms in the Credit Agreement are hereby deleted: "Incremental Lender", Incremental Loan Commitment Requirements", "Incremental Revolving Loan Commitment", "Incremental Revolving Loan Commitment Agreement", and "Incremental Revolving Loan Commitment Date".

7. The definition of "Floating Rate" is hereby amended and restated in its entirety as follows: "Floating Rate" means, for any day, a rate per annum equal to (a) the Alternate Base Rate for such day plus (b) in the case of Swingline Loans, 1.75%, and in the case of Loans other

than Swingline Loans, 2.25%, in each case changing when and as the Alternate Base Rate changes.

8. Schedule 2.20 of the Credit Agreement is hereby deleted and the revised Schedule 2.20 attached hereto is hereby substituted therefor.

II. Conditions to the Effectiveness of this First Amendment.

This First Amendment will be effective on the date on which all of the following conditions shall have been satisfied:

1. Borrower, Parent Guarantor, the Administrative Agent, the Lenders and the Subsidiary Guarantors shall have executed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile transmission) the same to the Administrative Agent in accordance with Section 13.1 of the Credit Agreement;

2. Borrower shall have provided the Administrative Agent with an amendment to the Mortgage, executed by Borrower and in form and substance satisfactory to the Administrative Agent;

3. Borrower shall have provided the Administrative Agent with an endorsement to the Mortgage Title Insurance Policy with respect to the amended Mortgage, in form and substance satisfactory to the Administrative Agent, which endorsement shall increase the Mortgage Title Insurance Policy coverage by the amount of the increase in the aggregate Revolving Loan Commitment pursuant to this First Amendment, with all premiums and title charges paid in full on or before the date of issuance;

4. the Administrative Agent shall have received copies, each certified by the general partner, secretary or assistant secretary, as applicable, of Borrower, each Subsidiary Guarantor and Parent Guarantor, of (a) the Organizational Documents of each such Person and (b) consents, resolutions or other required actions authorizing the execution and delivery by such Person of this First Amendment and all other documents being executed and delivered in connection herewith to which such Person is a party, and such consents, resolutions or other actions shall be in form and substance reasonably satisfactory to the Administrative Agent;

5. the Administrative Agent shall have received opinions from counsel to Borrower, Parent Guarantor and the Subsidiary Guarantors, each dated the date hereof and addressed to the Administrative Agent and the Lenders, which opinions shall cover such matters under the laws of such jurisdictions as the Administrative Agent may require and shall otherwise be in form and substance reasonably satisfactory to the Administrative Agent; and

6. Borrower and Parent Guarantor shall have paid to the Administrative Agent all costs, fees and expenses (including, without limitation, the legal fees and expenses of Greenberg Traurig, LLP) payable to the Administrative Agent to the extent then due.

III. Miscellaneous Provisions.

1. The amendments set forth herein are limited precisely as written and shall not be deemed a modification of any other term or condition in the Credit Agreement, the Loan Documents or any of the documents referred to herein or therein. Except as expressly amended hereby, the Credit Agreement remains in full force and effect and is hereby ratified and confirmed in all respects, it being understood that the Administrative Agent and the Lenders hereby expressly reserve all of their rights and remedies under the Credit Agreement, as amended hereby.

2. In order to induce the Lenders to enter into this First Amendment, Borrower and Parent Guarantor hereby represent and warrant to each of the Lenders that (a) all of the representations and warranties contained in the Credit Agreement are true and correct on and as of the date hereof (unless such representations and warranties relate to a specific earlier date, in which case such representations and warranties shall be true and correct as of such earlier date) and (b) there exists no Default on and as of the date hereof.

3. By signing below, Parent Guarantor and each of the Subsidiary Guarantors (a) acknowledges, consents and agrees to the execution and delivery by Borrower of this First Amendment, (b) ratifies and confirms its obligations under the Guaranty, which remains unmodified and in full force and effect, (c) acknowledges and agrees that its obligations under the Guaranty are not released, diminished, waived, modified, impaired or affected in any manner by this First Amendment or by any of the transactions contemplated hereby, (d) represents and warrants that it has received and reviewed this First Amendment and (e) acknowledges and agrees that it has no claims or offsets against, or defenses or counterclaims to, the Guaranty as a result of this First Amendment or otherwise.

4. All costs and out-of-pocket expenses incurred by the Administrative Agent in connection with this First Amendment and the transactions contemplated hereby shall be reimbursed to the Administrative Agent by Borrower and Parent Guarantor, on demand.

5. This First Amendment may not be amended, modified or otherwise changed in any manner except by a writing executed by all of the parties hereto.

6. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

7. This First Amendment may be signed in any number of counterparts by the parties hereto, all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW IMMEDIATELY]

IN WITNESS WHEREOF, Borrower, Parent Guarantor, the Administrative Agent, the Lenders and the Subsidiary Guarantors have executed this First Amendment as of the date first above written.

BORROWER:

OPRYLAND HOTEL - FLORIDA LIMITED PARTNERSHIP, a Florida limited partnership

By: Opryland Hospitality, LLC, its general partner

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President

PARENT GUARANTOR:

GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President and Chief Financial Officer

LENDERS:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, Individually and as
Administrative Agent

By: /s/ JAMES G. ROLISON

    Name: James G. Rolison
    Title: Director

BANK OF AMERICA, N.A.

By: /s/ ROGER DAVIS

    Name: Roger Davis
    Title: Principal

CIBC INC.

By: /s/ PAUL J. CHAKMAK

    Name: Paul J. Chakmak
    Title: Managing Director
           CIBC World Markets Corp.,
           as AGENT

FLEET NATIONAL BANK

By: /s/ LORI Y. LITOW

    Name: Lori Y. Litow
    Title: Director

MIDFIRST BANK, a Federally Chartered
Savings Association

By: /s/ TODD WRIGHT

    Name: Todd Wright
    Title: Vice President

CITICORP NORTH AMERICA, INC.

By: /s/ DAVID BOUTON

    Name: David Bouton
    Title: Vice President

SUBSIDIARY GUARANTORS:

CCK HOLDINGS, LLC,
a Delaware limited liability company

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

CORPORATE MAGIC, INC.,
a Texas corporation

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

GAYLORD CREATIVE GROUP, INC.,
a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

GAYLORD HOTELS, LLC,
a Delaware limited liability company

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

GAYLORD INVESTMENTS, INC.,
a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

GAYLORD PROGRAM SERVICES, INC.,
a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

GRAND OLE OPRY TOURS, INC.,
a Tennessee corporation

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

OLH, G.P., a Tennessee general partnership

By: Gaylord Entertainment Company, a
    general partner

    By: /s/ DAVID C. KLOEPPEL

        Name: David C. Kloeppel
        Title: Executive Vice President

OLH HOLDINGS, LLC, a Delaware limited
liability company

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

OPRYLAND ATTRACTIONS, INC.,
a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President

OPRYLAND HOSPITALITY, LLC,
Tennessee limited liability company

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President

OPRYLAND HOTEL - TEXAS, LLC,
a Delaware limited liability company

By: Gaylord Hotels, LLC, its sole member

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President and
Chief Financial Officer

OPRYLAND PRODUCTIONS, INC.,
a Tennessee corporation

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President

OPRYLAND THEATRICALS, INC.,
a Delaware corporation

By: /s/ DAVID C. KLOEPPEL

Name: David C. Kloeppel
Title: Executive Vice President

WILDHORSE SALOON
ENTERTAINMENT VENTURES, INC., a
Tennessee corporation

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

OPRYLAND HOTEL-TEXAS LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Executive Vice President

ABBOTT & ANDREWS REALTY, LLC, a Florida limited liability company

ABBOTT REALTY SERVICES, INC., a Florida corporation

ABBOTT RESORTS, LLC, a Florida limited liability company

ACCOMMODATIONS CENTER, INC., a Colorado corporation

ADVANTAGE VACATION HOMES BY STYLES, LLC, a Florida limited liability company

B&B ON THE BEACH, INC., a North Carolina corporation

BASE MOUNTAIN PROPERTIES INC., a Delaware corporation

BLUEBILL PROPERTIES LLC, a Florida limited liability company

BLUEBILL VACATION PROPERTIES, LLC, a Florida limited liability company

BRINDLEY & BRINDLEY REALTY & DEVELOPMENT, INC., a North Carolina corporation

COASTAL REAL ESTATE SALES, LLC, a Florida limited liability company

COASTAL RESORTS INTERNATIONAL, LLC, a Florida limited liability company

COASTAL RESORTS MANAGEMENT, INC., a Delaware corporation

COASTAL RESORTS REALTY, LLC, a Delaware limited liability company

COATS, REID & WALDRON INC., a Delaware corporation

COLLECTION OF FINE PROPERTIES, INC., a Colorado corporation

COLUMBINE MANAGEMENT COMPANY, a Colorado corporation

COVE MANAGEMENT SERVICES, INC., a California corporation

CRW PROPERTY MANAGEMENT INC., a Delaware corporation

EXCLUSIVE VACATION PROPERTIES INC., a Delaware corporation

FIRST RESORT SOFTWARE, INC., a Colorado corporation

FLORIDA RESIDENTIAL RENTALS, LLC, a Florida limited liability company

HIGH COUNTRY RESORTS, INC., a Delaware corporation

HOUSTON & O'LEARY COMPANY, a Colorado corporation

K-T-F ACQUISITION CO., a Delaware corporation

MAUI CONDO AND HOME REALTY INC., a Hawaii corporation

MOUNTAIN VALLEY PROPERTIES INC., a Delaware corporation

NAPLES/MARCO VACATION ACCOMMODATIONS, LLC, a Florida limited liability company

PEAK SKI RENTALS, LLC, a Colorado limited liability company

PLANTATION RESORT MANAGEMENT, INC., a Delaware corporation

PRISCILLA MURPHY REALTY, LLC, a Florida limited liability company

PRISCILLA MURPHY VACATION RENTALS, LLC, a Florida limited liability company

R&R RESORT RENTAL PROPERTIES, INC., a North Carolina corporation

REP HOLDINGS, LTD., a Hawaii corporation

RESORT PROPERTY MANAGEMENT, INC., a Utah corporation

RESORTQUEST HILTON HEAD, INC., a Delaware corporation

RESORTQUEST INTERNATIONAL, INC., a Delaware corporation

RESORT RENTAL VACATIONS, LLC, a Tennessee limited liability company

RIDGEPINE, INC., a Delaware corporation

RYAN'S GOLDEN EAGLE MANAGEMENT INC., a Montana corporation

SCOTTSDALE RESORT ACCOMMODATIONS, INC., a Delaware corporation

STEAMBOAT PREMIER PROPERTIES, a Delaware corporation

STYLES ESTATES, LLC, a Florida limited liability company

TELLURIDE RESORT ACCOMMODATIONS, INC., a Colorado corporation

TEN MILE HOLDINGS, LTD., a Colorado corporation

THE MANAGEMENT COMPANY, INC., a
Georgia corporation

THE MAURY PEOPLE, INC., a
Massachusetts corporation

THE TOPS'L GROUP, INC., a
Florida corporation

TOPS'L CLUB OF NW FLORIDA, LLC, a
Florida limited liability company

TRUPP-HODNETT ENTERPRISES, INC.,
a Georgia corporation

UNIVERSAL VACATION ACQUISITION
CO., LLC, a Delaware limited liability
company

By: /s/ A. KEY FOSTER

    Name: A. Key Foster
    Title: Vice President and Treasurer

OFFICE AND STORAGE LLC, a Hawaii
limited liability company

By: /s/ DAVID C. KLOEPPEL

    Name: David C. Kloeppel
    Title: Manager

RQI HOLDINGS, LTD., a Hawaii
corporation

By: /s/ JAMES S. OLIN

    Name: James S. Olin
    Title: Executive Vice President

RESORTQUEST HAWAII, LLC, a Hawaii
limited liability company

By: /s/ JAMES S. OLIN

    Name: James S. Olin
    Title: Executive Vice President

REVISED SCHEDULE 1

LENDER	REVOLVING LOAN COMMITMENT
Deutsche Bank Trust Company Americas	$25,000,000.00
Bank of America, N.A.	$25,000,000.00
CIBC Inc.	$12,500,000.00
Fleet National Bank	$15,000,000.00
MidFirst Bank	$10,000,000.00
Citicorp North America, Inc.	$12,500,000.00

REVISED SCHEDULE 2.20

EXISTING LETTERS OF CREDIT

ISSUING LENDER	LC NUMBER	ACCOUNT PARTY	STATED AMOUNT	BENEFICIARY	EXPIRY DATE	STANDBY / TRADE LC
Bank of America	3028402	Gaylord Entertainment Company	250,000	Zurich American Insurance Co.	2/1/2004	Standby
Bank of America	3044998	Gaylord Entertainment Company	997,000	Federal Insurance Company	1/1/2004	Standby
Bank of America	1462	Gaylord Entertainment Company	175,000	Reliance Insurance Company	2/1/2004	Standby
Bank of America	3059940	ResortQuest International	2,300,000	Travelers Indemnity Company	12/15/2004	Standby
Bank of America	3059939	ResortQuest International	600,000	Royal Indemnity Company	5/13/2004	Standby
Bank of America	3059937	ResortQuest International	294,000	Royal Indemnity Company	4/1/2004	Standby
Bank of America	3059938	Coastal Resorts International Inc.	10,000	Airlines Reporting Corporation	5/15/2004	Standby
Bank of America	3059941	ResortQuest International	1,035,000	Travelers Indemnity Company	1/1/2005	Standby
Bank of America	3058190	ResortQuest International	5,000,000	Paymentech, LP	8/13/2004	Standby
Deutsche Bank Trust Company Americas	S-15534	ResortQuest International	620,000	The Travelers Indemnity Company	11/24/04	Standby

Exhibit 10.38

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of July 15, 2003, by and between GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation having its corporate headquarters at One Gaylord Drive, Nashville, Tennessee 37214 (the "Company") and Jay D. Sevigny, a resident of Franklin, Tennessee ("Executive").

WITNESSETH:

WHEREAS, the Company desires to employ Executive as its President of the Gaylord Opryland Resort and Convention Center, 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. The Company hereby agrees to employ Executive, and Executive hereby agrees to employment with the Company upon the terms and conditions contained in this Agreement. The term of Executive's employment hereunder shall commence as of the date hereof (the "Effective Date") and shall continue for a period of four (4) years from and after the Effective Date (the "Initial Period"). For purposes of this Agreement, a "Contract Year" shall mean a one year period commencing on the Effective Date or any anniversary thereof. This Agreement shall automatically renew for one (1) year terms (each referred to as an "Extension Period") (the Initial Period and each Extension Period collectively referred to as the "Employment Period") unless either party notifies the other party at least ninety (90) days prior to the expiration of the Initial Period or any Extension Period.

2. DUTIES; TITLE.

(a) Description of Duties.

(i) During the Employment Period, Executive shall serve the Company as its President of the Gaylord Opryland Resort and Convention Center and report directly to the President and Chief Executive Officer ("CEO") of the Company. Executive shall also perform such other duties as the President and Chief Executive Officer of the Company shall reasonably determine.

(ii) Executive shall faithfully perform the duties required of his office. Executive shall devote all of his business time and effort to the performance of his duties to the Company. Executive shall not, during the Employment Period, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Executive's duties and responsibilities hereunder.

(b) Company 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) Base Salary. During the Employment Period, the Company shall pay to Executive an annual salary of $325,000 (the "Base Salary"). The Company shall evaluate Executive for base salary increases annually based on performance.

(b) Annual Cash Bonus. During the Employment Period, Executive shall be eligible for an annual cash bonus of up to a target of 55% of Executive's Base Salary (the "Year-End Bonus") to be paid to him in each calendar year with the determination of the Year-End Bonus, if any, to be based on the achievement of certain goals and Company performance criteria as established by the CEO and approved by the Board's Human Resources Committee. The Year-End Bonus for each calendar year shall be paid to Executive on or before February 28th of the immediately succeeding year.

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

4. BENEFITS; EXPENSES; ETC.

(a) 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 in connection with the performance of his duties for the Company.

(b) Vehicle Allowance. During the Employment Period, Executive shall be entitled to receive from the Company a vehicle allowance of $800 per month.

(c) Vacation. During the Employment Period, Executive shall be entitled to three (3) weeks vacation during each Contract Year.

(d) 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 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.

5. 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, 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 written reasonable notice promptly to comply with any material, valid and legal directive of the CEO;

(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, if such material breach is not capable of being cured within ten (10) days, Executive shall fail to commence such cure within ten (10) days and diligently prosecute such cure); 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 reduction by Company of his Base Salary (excluding a reduction of up to 5% of his Base Salary provided such reduction is made on a Company-wide basis);

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

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

(e) Termination by Company Without Cause or by Executive Without Good Reason. The Executive's employment may be terminated by the Company other than for Permanent

Disability or Cause upon written notice to Executive at any time ("Without Cause") or by Executive other than for Good Reason upon written notice to the Company at any time ("Without Good Reason").

6. 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 5, Section 6 and Section 7 hereof. Upon the termination of Executive's employment for any reason, he shall, upon the request of the Company, resign from all corporate offices held by Executive.

(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 Year-End Bonus, if any, for the year in which termination occurs; (iii) any unpaid portion of the Year-End Bonus for prior calendar years, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company, excluding benefits payable to any plan beneficiary pursuant to a contractual beneficiary designation by Executive; (iv) the portion of any restricted stock grant that is free from restrictions as of the date of death; (v) Executive's vested stock options as of the date of death, the vesting and exercise of which is governed by the Omnibus Plan; and (vi) 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 applicable 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 Year-End Bonus, if any, for the year in which termination occurs; (iii) any unpaid portion of the Year-End 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 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) the portion of any restricted stock grant that is free from restrictions as of the termination date; (v) Executive's vested stock options as of the date of termination, the vesting of which is governed by the Omnibus Plan; and (vi) 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 applicable 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 Without 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 Year-End Bonus for prior calendar years, accrued but unpaid vacation pay, unreimbursed expenses incurred

pursuant to Section 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; and (iii) the portion of any 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 6(d). Executive shall also forfeit any right to a Year-End Bonus for the calendar year in which Executive's termination occurs.

(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) an amount equal to Executive's Base Salary over a 12 month period, payable in installments as normal payroll over the 12 months following the date of termination; (ii) any unpaid portion of the Year-End Bonus for prior calendar years and a prorated portion of any bonus the Executive may earn as a Year-End Bonus for the current year, provided the Executive has been employed for more than six months in the current year; (iii) accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) the portion of any restricted stock or restricted stock unit grant that is free from restrictions as of the date of termination and the acceleration and immediate release of all restrictions from all shares of any restricted stock or restricted stock unit grant that are subject to restrictions as of the date of termination and scheduled to vest during the 12 month period following the date of termination; (v) the vested portion of Executive's stock options, and the acceleration and immediate vesting of Executive's unvested stock options that are scheduled to vest during the 12 month period following the date of termination; and (vi) continued coverage during the 12 month period following the date of termination under the Company's employee medical and life insurance plans. Executive shall have one (1) year from the date of such termination Without Cause or by Executive for Good Reason to exercise all vested stock options.

7. 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, 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) 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

(iii) 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 (and for purposes of the definition of "Good Reason" as used in this paragraph 7(b), the following two circumstances shall also constitute Good Reason in addition to the three circumstances described in Section 5(d): (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; and (ii) the assignment to Executive, over his reasonable objection, of any duties materially inconsistent with his status as President of the Gaylord Opryland Resort and Convention Center or a substantial adverse alteration in the nature of his responsibilities), Executive shall be entitled to (in lieu of the benefits provided pursuant to Section 6(e)): (i) an amount equal to Executive's Base Salary over a 24 month period, payable in installments as normal payroll over the 24 months following the date of termination; (ii) the payment of two (2) times the Executive's average bonus for the prior three (3) calendar years; (iii) any unpaid portion of the Year-End Bonus for prior calendar years, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) the portion of any restricted stock or restricted stock unit 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 or restricted stock unit grants that are subject to restrictions as of the date of termination; (v) the vested portion of Executive's stock options and the acceleration and immediate vesting of any unvested portion of Executive's stock options; and (vi) continued coverage during the 24 month period following the date of termination under the Company's employee medical and life insurance plans. 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 any entity 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 any 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.

8. EXECUTIVE COVENANTS.

(a) General. Executive and the Company understand and agree that the purpose of the provisions of this Section 8 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 8 are reasonable and that they do not, and will not, unduly impair his ability to earn a living after the termination of

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 8.

(b) Definitions. The following capitalized terms used in this Section 8 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, including, 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 one (1) year 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 8. Notwithstanding any other provision of this Agreement to the contrary, the Restricted Period for purposes of the Non-Competition covenant set forth below in Section 8(c)(ii) will extend for one (1) year from the date of termination of employment only in the event of a termination of Executive's employment either (i) by the Company pursuant to Sections 5 (c), or (ii) by the Executive pursuant to Section 5(e).

"Restrictive Covenants" means the restrictive covenants contained in Section 8(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 including, without limitation, any state or federal statutory or common law regarding trade secrets and unfair trade practices.

(ii) Non-Competition. Executive shall not, during the Restricted Period, directly or indirectly, for himself or on behalf of or in conjunction with any other Person: (x) engage, as an officer, director, shareholder, owner, partner, joint venturer or in a managerial capacity whether as an employee, independent contractor, consultant or advisor, or as sales representative, in any hotel business and/or meeting and convention center business in direct competition with the Company or any subsidiary of the Company, within seventy-five (75) miles of the locations in which the Company or any of the Company's subsidiaries owns or operates any hotel and/or meeting and convention center (the "Territory"), or (y) call upon any Person which is at that time, or which has been, within one (1) year prior to that time, a customer of the Company (including the subsidiaries thereof) within the Territory for the purpose of providing noncommercial property management, rental or sales services to property owners and/or renters in direct competition with the Company or any subsidiary of the Company within the Territory. The foregoing shall not be deemed to prohibit Executive from acquiring as an investment not more than two percent (2%) of the capital stock of a competing business whose stock is traded on a national securities exchange or over-the-counter.

(iii) 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 Employment Period plus a period extending an additional twenty-four (24) months from the date of termination of employment, 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. For purposes of this Agreement, the term "solicit" shall expressly exclude Persons responding to generic trade journal and periodical advertisements.

(iv) 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.

(v) Company Property. All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Executive by or on behalf of the Company or its representatives, vendors or customers which pertain to the business of the Company shall be and remain in the property of the Company and be subject at all times to its discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company which is collected by Executive shall be delivered promptly to the Company without request by it upon termination of Executive's employment.

(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 Covenant, 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.

9. 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 or 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 (except for cooperation in connection with legal proceedings) 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 or in the event of a termination by the Company pursuant to Section 5(e) above.

10. 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.

11. 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.

12. 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
Attn: President
Facsimile: (615) 316-6000

(b) if to Executive, to: 3100 Del Rio Pike
Franklin, TN 37064

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

13. MISCELLANEOUS.

(a) Entire Agreement. This Agreement 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 8(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 13(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, heirs, executors, administrators, legal representatives, and permitted assigns.

(j) Dispute Resolution. 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 appropriate state or federal courts located in Davidson County, Tennessee.

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

GAYLORD ENTERTAINMENT COMPANY

By:/s/ Carter R. Todd

Name: Carter R. Todd
Title: Senior Vice-President and
General Counsel

EXECUTIVE:

/s/ Jay D. Sevigny

Jay D. Sevigny

Exhibit 10.39

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of August 14, 2003, by and between GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation having its corporate headquarters at One Gaylord Drive, Nashville, Tennessee 37214 (the "Company") and James S. Olin, a resident of Niceville, Florida ("Executive").

WITNESSETH:

WHEREAS, the Company has entered into an Agreement and Plan of Merger, of even date herewith (the "Merger Agreement"), among the Company, GET Merger Sub, Inc. (the "Sub"), and ResortQuest International, Inc.("ResortQuest"), pursuant to which the Sub will be merged with and into ResortQuest with ResortQuest surviving as a wholly-owned subsidiary of the Company (the "Merger");

WHEREAS, the Executive is employed as the President and Chief Executive Officer of ResortQuest; and

WHEREAS, the Company desires to employ Executive as the President and Chief Executive Officer of its ResortQuest subsidiary upon the closing of the Merger, 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. The Company hereby agrees to employ Executive, and Executive hereby agrees to employment with the Company upon the terms and conditions contained in this Agreement. The term of Executive's employment hereunder shall commence upon the Closing of the Merger (the "Effective Date") and shall continue for a period of four (4) years from and after the Effective Date (the "Initial Period"). For purposes of this Agreement, a "Contract Year" shall mean a one year period commencing on the Effective Date or any anniversary thereof. This Agreement shall automatically renew for one (1) year terms (each referred to as an "Extension Period") (the Initial Period and each Extension Period collectively referred to as the "Employment Period") unless either party notifies the other party at least ninety (90) days prior to the expiration of the Initial Period or any Extension Period.

2. DUTIES; TITLE.

(a) Description of Duties.

(i) During the Employment Period, Executive shall serve the Company as the President and Chief Executive Officer of its ResortQuest subsidiary and report directly to the President and Chief Executive Officer ("CEO") of the Company. Executive shall also perform such other duties as the CEO of the Company shall reasonably determine.

(ii) Executive shall faithfully perform the duties required of his office. Executive shall devote all of his business time and effort to the performance of his duties to the Company. Executive shall not, during the Employment Period, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Executive's duties and responsibilities hereunder.

(b) Company 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) Base Salary. During the Employment Period, the Company shall pay to Executive an annual salary of $350,000 (the "Base Salary"). The Company shall evaluate Executive for base salary increases annually based on performance.

(b) Annual Cash Bonus. During the Employment Period, Executive shall be eligible for an annual cash bonus of up to a target of 55% of Executive's Base Salary (the "Year-End Bonus") to be paid to him in each calendar year with the determination of the Year-End Bonus, if any, to be based on the achievement of certain goals and Company performance criteria as established by the CEO and approved by the Board's Human Resources Committee. The Year-End Bonus for each calendar year shall be paid to Executive on or before February 28th of the immediately succeeding year.

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

4. BENEFITS; EXPENSES; ETC.

(a) 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 in connection with the performance of his duties for the Company.

(b) Vehicle Allowance. During the Employment Period, Executive shall be entitled to receive from the Company a vehicle allowance of $800 per month.

(c) Vacation. During the Employment Period, Executive shall be entitled to three (3) weeks vacation during each Contract Year.

(d) 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 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.

5. 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, 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 written reasonable notice promptly to comply with any material, valid and legal directive of the CEO;

(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, if such material breach is not capable of being cured within ten (10) days, Executive shall fail to commence such cure within ten (10) days and diligently prosecute such cure); 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 reduction by Company of his Base Salary (excluding a reduction of up to 5% of his Base Salary provided such reduction is made on a Company-wide basis);

(ii) Company's requiring Executive to be based anywhere other than Destin, Florida, except for required travel on the Company's business; or

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

(e) Termination by Company Without Cause or by Executive Without Good Reason. The Executive's employment may be terminated by the Company other than for Permanent Disability or Cause upon written notice to Executive at any time ("Without Cause") or by Executive other than for Good Reason upon written notice to the Company at any time ("Without Good Reason").

6. 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 5, Section 6 and Section 7 hereof. Upon the termination of Executive's employment for any reason, he shall, upon the request of the Company, resign from all corporate offices held by Executive.

(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 Year-End Bonus, if any, for the year in which termination occurs; (iii) any unpaid portion of the Year-End Bonus for prior calendar years, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company, excluding benefits payable to any plan beneficiary pursuant to a contractual beneficiary designation by Executive; (iv) the portion of any restricted stock grant that is free from restrictions as of the date of death; (v) Executive's vested stock options as of the date of death, the vesting and exercise of which is governed by the Omnibus Plan; and (vi) 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 applicable 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 Year-End Bonus, if any, for the year in which termination occurs; (iii) any unpaid portion of the Year-End 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 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) the portion of any restricted stock grant that is free from restrictions as of the termination date; (v) Executive's vested stock options as of the date of termination, the vesting of which is governed by the Omnibus Plan; and (vi) 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 applicable 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 Without 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 Year-End Bonus for prior calendar years, accrued but unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; and (iii) the portion of any 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 6(d). Executive shall also forfeit any right to a Year-End Bonus for the calendar year in which Executive's termination occurs.

(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) an amount equal to Executive's Base Salary over a 12 month period, payable in installments as normal payroll over the 12 months following the date of termination; (ii) any unpaid portion of the Year-End Bonus for prior calendar years and a prorated portion of any bonus the Executive may earn as a Year-End Bonus for the current year, provided the Executive has been employed for more than six months in the current year; (iii) accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 4(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) the portion of any restricted stock or restricted stock unit grant that is free from restrictions as of the date of termination and the acceleration and immediate release of all restrictions from all shares of any restricted stock or restricted stock unit grant that are subject to restrictions as of the date of termination and scheduled to vest during the 12 month period following the date of termination; (v) the vested portion of Executive's stock options, and the acceleration and immediate vesting of Executive's unvested stock options that are scheduled to vest during the 12 month period following the date of termination; and (vi) continued coverage during the 12 month period following the date of termination under the Company's employee medical and life insurance plans. Executive shall have one (1) year from the date of such termination Without Cause or by Executive for Good Reason to exercise all vested stock options.

7. 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, 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) 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

(iii) 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 (and for purposes of the definition of "Good Reason" as used in this paragraph 7(b), the following two circumstances shall also constitute Good Reason in addition to the three circumstances described in Section 5(d): (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; and (ii) the assignment to Executive, over his reasonable objection, of any duties materially inconsistent with his status as Chief Executive Officer of ResortQuest or a substantial adverse alteration in the nature of his responsibilities), Executive shall be entitled to (in lieu of the benefits provided pursuant to Section 6(e)): (i) an amount equal to Executive's Base Salary over a 24 month period, payable in installments as normal payroll over the 24 months following the date of termination; (ii) the payment of two (2) times the Executive's average bonus for the prior three (3) calendar years; (iii) any unpaid portion of the Year-End Bonus for prior calendar years, accrued and unpaid vacation pay, unreimbursed expenses incurred pursuant to Section 5(a) or (b) and any other benefits owed to Executive pursuant to any written employee benefit plan or policy of the Company; (iv) the portion of any restricted stock or restricted stock unit 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 or restricted stock unit grants that are subject to restrictions as of the date of termination; (v) the vested portion of Executive's stock options and the acceleration and immediate vesting of any unvested portion of Executive's stock options; and (vi) continued coverage during the 24 month period following the date of termination under the Company's employee medical and life insurance plans. In addition, if such termination occurs within the second anniversary of the date of this Agreement, the Executive shall receive an additional one and a half (1-1/2) times the Executive's Base Salary payable in a lump sum upon such termination. 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 any entity 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 any 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.

(d) Excise Tax. 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 (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.

8. EXECUTIVE COVENANTS.

(a) General. Executive and the Company understand and agree that the purpose of the provisions of this Section 8 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 8 are reasonable and that they do not, and will not, unduly impair his ability to earn a living after the termination of 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 8.

(b) Definitions. The following capitalized terms used in this Section 8 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, including, 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 one (1) year 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 8. Notwithstanding any other provision of this Agreement to the contrary, the Restricted Period for purposes of the Non-Competition covenant set forth below in Section 8(c)(ii) will extend for one (1) year from the date of termination of employment only in the event of a termination of Executive's employment either (i) by the Company pursuant to Sections 5 (c), or (ii) by the Executive pursuant to Section 5(e).

"Restrictive Covenants" means the restrictive covenants contained in Section 8(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 including, without limitation, any state or federal statutory or common law regarding trade secrets and unfair trade practices.

(ii) Non-Competition. Executive shall not, during the Restricted Period, directly or indirectly, for himself or on behalf of or in conjunction with any other Person: (x) engage, as an officer, director, shareholder, owner, partner, joint venturer or in a managerial capacity whether as an employee, independent contractor, consultant or advisor, or as sales representative, in any noncommercial property management, rental or sales business in competition with the Company or any subsidiary of the Company, within seventy-five (75) miles of the locations in which the Company or any of the Company's subsidiaries conduct any noncommercial property management, rental or sales business or management business (the "Territory"), or (y) call upon any Person which is at that time, or which has been, within one (1) year prior to that time, a customer of the Company (including the subsidiaries thereof) within the Territory for the purpose of providing noncommercial property management, rental or sales services to property owners and/or renters in direct competition with the Company or any subsidiary of the Company within the Territory. The foregoing shall not be deemed to prohibit Executive from acquiring as an investment not more than two percent (2%) of the capital stock of a competing business whose stock is traded on a national securities exchange or over-the-counter.

(iii) 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 Employment Period plus a period extending an additional twenty-four (24) months from the date of termination of employment, 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. For purposes of this Agreement, the term "solicit" shall expressly exclude Persons responding to generic trade journal and periodical advertisements.

(iv) 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.

(v) Company Property. All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Executive by or on behalf of the Company or its representatives, vendors or customers which pertain to the business of the Company shall be and remain in the property of the Company and be subject at all times to its discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company which is collected by Executive shall be delivered promptly to the Company without request by it upon termination of Executive's employment.

(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 Covenant, 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.

9. 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 or 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 (except for cooperation in connection with legal proceedings) 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 or in the event of a termination by the Company pursuant to Section 5(e) above.

10. 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.

11. 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.

12. 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
Attn: President
Facsimile: (615) 316-6000

(b) if to Executive, to:

James S. Olin
112 Sunset Cove
Niceville, FL 32578

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

13. MISCELLANEOUS.

(a) Termination of Employment Agreements. In the event that the Merger Agreement is terminated this Agreement shall also terminate and be of no further force or effect. The Company and Executive agree that upon the Effective Date, the Employment Agreement, dated October 6, 2002, between ResortQuest and Executive, shall terminate and be of no further force or effect.

(b) Entire Agreement. This Agreement 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.

(c) 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.

(d) 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.

(e) Enforceability. Subject to the terms of Section 8(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.

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

(h) 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 13(h).

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

(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, heirs, executors, administrators, legal representatives, and permitted assigns.

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

GAYLORD ENTERTAINMENT COMPANY

By:/s/ Colin V. Reed

Name: Colin V. Reed
Title: President and Chief Executive Officer

EXECUTIVE:

/s/ James S. Olin

James S. Olin

EXHIBIT 21

SUBSIDIARIES OF GAYLORD ENTERTAINMENT COMPANY
AS OF DECEMBER 31, 2002

Name	Jurisdiction of Organization
CCK Holdings, LLC	Delaware
Corporate Magic, Inc.	Texas
Gaylord Creative Group, Inc.	Delaware
Gaylord Hotels, LLC	Delaware
Gaylord Program Services, Inc.	Delaware
Grand Ole Opry Tours, Inc.	Tennessee
OHN Holdings, LLC	Delaware
OHN Holdings Management, Inc.	Delaware
OHN Management, Inc.	Delaware
OLH, G.P.	Tennessee
Opryland Attractions, Inc.	Delaware
Opryland Hospitality, LLC	Tennessee
Opryland Hotel Florida, L.P.	Florida
Opryland Hotel Nashville, LLC	Tennessee
Opryland Hotel Texas, LLC	Delaware
Opryland Hotel Texas, L.P.	Delaware
Opryland Productions, Inc.	Tennessee
Opryland Theatricals, Inc.	Delaware
ResortQuest International, Inc.	Delaware
Wildhorse Saloon Entertainment Ventures, Inc.	Tennessee

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in: (1) the Registration Statement (Form S-8 No. 333-37051) pertaining to the Amended and Restated Gaylord Entertainment Company 401(K) Savings Plan of Gaylord Entertainment Company; (2) the Registration Statement (Form S-8 No. 333-37053) pertaining to the 1997 Stock Option and Incentive Plan of Gaylord Entertainment Company; (3) the Registration Statement (Form S-8 No. 333-79223) pertaining to the Employee Stock Purchase Plan of Gaylord Entertainment Company; (4) the Registration Statement (Form S-8 No. 333-31254) pertaining to the Amended and Restated 1997 Stock Option and Incentive Plan of Gaylord Entertainment Company; (5) the Registration Statement (Form S-8 No. 333-40676) pertaining to the 1997 Omnibus Stock Option and Incentive Plan of Gaylord Entertainment Company; and (6) the Registration Statement (Form S-8 No. 333-110636) pertaining to the ResortQuest International, Inc. Amended and Restated 1998 Long-Term Incentive Plan of Gaylord Entertainment Company, of our report dated February 9, 2004 (except for the ninth paragraph of Note 16, as to which the date is March 10, 2004), with respect to the consolidated financial statements of Gaylord Entertainment Company, and our report dated February 9, 2004, with respect to certain financial statement schedules, included in this Annual Report (Form 10-K) for the year ended December 31, 2003.

/s/ ERNST & YOUNG LLP

Nashville, Tennessee
March 10, 2004

Exhibit 31.1

CERTIFICATION

I, Colin V. Reed, certify that:

1. I have reviewed this annual report on Form 10-K of Gaylord Entertainment Company;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

c) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 10, 2004

By: /s/ Colin V. Reed

Colin V. Reed
Chief Executive Officer and
President

Exhibit 31.2

CERTIFICATION

I, David C. Kloeppel, certify that:

1. I have reviewed this annual report on Form 10-K of Gaylord Entertainment Company;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

c) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 10, 2004 By: /s/ David C. Kloeppel

Colin V. Reed
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Gaylord Entertainment Company (the "Company") on Form 10-K for the period ending December 31, 2003, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Colin V. Reed, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13 (a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Colin V. Reed
- ---------------------------
Colin V. Reed
Chief Executive Officer and President
March 10, 2004

A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Gaylord Entertainment Company (the "Company") on Form 10-K for the period ending December 31, 2003, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David C. Kloeppel, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13 (a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David C. Kloeppel
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David C. Kloeppel
Chief Financial Officer
March 10, 2004

A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.