

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 28, 2005 (February 22, 2005)

GAYLORD ENTERTAINMENT COMPANY

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-13079

(Commission File Number)

73-0664379

(I.R.S. Employer
Identification No.)

One Gaylord Drive
Nashville, Tennessee

(Address of principal executive offices)

37214

(Zip Code)

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

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On February 22, 2005, Gaylord Entertainment Company concluded the settlement of litigation with the Nashville Hockey Club Limited Partnership (“NHC”), which owns the Nashville Predators NHL hockey team, over (i) NHC’s obligation to redeem our ownership interest, and (ii) our obligations under the Nashville Arena Naming Rights Agreement dated November 24, 1999. Under the Naming Rights Agreement, which had a 20-year term through 2018, we were required to make annual payments to NHC, beginning at \$2,050,000 in 1999 and with a 5% escalation each year thereafter, and to purchase a minimum number of tickets to Predators games each year. At the closing of the settlement, NHC redeemed all of our outstanding limited partnership units in the Predators pursuant to a Purchase Agreement dated February 22, 2005, effectively terminating our ownership interest in the Predators. In addition, the Naming Rights Agreement was cancelled pursuant to the Acknowledgement of Termination of Naming Rights Agreement.

As a part of the settlement, we made a one-time cash payment to NHC of \$4 million and issued to NHC a 5-year, \$5 million promissory note bearing interest at 6% per annum. The note is payable at \$1 million per year for 5 years, with the first payment due on the first anniversary of the resumption of NHL hockey in Nashville, Tennessee.

Our obligation to pay the outstanding amount under the note shall terminate immediately if, at any time before the note is paid in full, the Predators cease to be an NHL team playing its home games in Nashville, Tennessee. In addition, if the Predators cease to be an NHL team playing its home games in Nashville prior to the first payment under the note, then in addition to the note being cancelled, the Predators will pay us \$4 million. If the Predators cease to be an NHL team playing its home games in Nashville after the first payment but prior to the second payment under the note, then in addition to the note being cancelled, the Predators will pay us \$2 million.

In addition, pursuant to a Consent Agreement among us, the National Hockey League and owners of NHC, our Guaranty dated June 25, 1997 has been limited so that we are not responsible for any debt, obligation or liability of NHC that arises from any act, omission or circumstance occurring after the date of the Consent Agreement. As a part of the settlement, each party agreed to release the other party from any claims associated with this litigation.

The Acknowledgement of Termination of Naming Rights Agreement, the Purchase Agreement, the Consent Agreement and the note are filed as exhibits to this Current Report on Form 8-K. The descriptions of the material terms of the Acknowledgement of Termination of Naming Rights Agreement, the note, the Purchase Agreement and the Consent Agreement are qualified in their entirety by reference to such exhibits.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Agreement of a Registrant.

The information under Item 1.01 with respect to the note is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

4.1 Non-Negotiable Promissory Note dated February 22, 2005 in favor of Nashville Hockey Club Limited Partnership

10.1 Acknowledgement of Termination of Naming Rights Agreement dated February 22, 2005

10.2 Purchase Agreement dated February 22, 2005

10.3 Consent Agreement dated February 22, 2005

SIGNATURES

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

GAYLORD ENTERTAINMENT COMPANY

Date: February 28, 2005

By: /s/ Carter R. Todd

Name: Carter R. Todd

Title: Senior Vice President, General Counsel and
Secretary

EXHIBIT INDEX

Exhibit	Description
4.1	Non-Negotiable Promissory Note dated February 22, 2005 in favor of Nashville Hockey Club Limited Partnership
10.1	Acknowledgement of Termination of Naming Rights Agreement dated February 22, 2005
10.2	Purchase Agreement dated February 22, 2005
10.3	Consent Agreement dated February 22, 2005

NON-NEGOTIABLE PROMISSORY NOTE

\$5,000,000.00

Nashville, Tennessee

February 22, 2005

FOR VALUE RECEIVED, the undersigned, GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation ("Maker"), promises to pay to the NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Payee"), at the office of Payee at 501 Broadway, Nashville, Tennessee 37203-3932 or at such other place as Payee may designate to Maker in writing from time to time, the principal sum of FIVE MILLION AND NO/100THS DOLLARS (\$5,000,000), together with interest on the outstanding principal balance hereof accruing beginning on the Commencement Date (as hereinafter defined) at a fixed rate equal to six percent (6.0%) per annum; provided that in no event shall the interest payable in respect of the indebtedness evidenced hereby exceed the maximum rate of interest from time to time allowed to be charged by applicable law.

Principal hereof shall be due and payable in equal, annual installments of \$1,000,000 each, plus accrued interest, in arrears, with the first installment of principal and interest being payable on the first day of the twelfth (12th) month following the Commencement Date, and subsequent installments being payable on the first (1st) day of each succeeding twelfth (12th) month thereafter until the principal balance hereof is repaid in full. As used herein, "Commencement Date" shall mean the date that the National Hockey League ("NHL") franchise team owned by Payee and known as the Nashville Predators (the "Nashville Predators") plays its first NHL regular season game (or post-season game, in the event of a shortened season, as determined by the NHL) after the date hereof at the Gaylord Entertainment Center located in Nashville, Tennessee (the "Arena").

Notwithstanding the foregoing, this Note automatically shall be deemed forgiven, satisfied in full, and null and void in the event the Nashville Predators, at any time prior to the expiration of the sixtieth (60th) month following the Commencement Date, cease to be a National Hockey League franchise team playing its home games in the Arena, with such forgiveness to be effective as of the date the Nashville Predators cease playing its home games in the Arena and to be specifically limited to the then current outstanding principal balance hereof (but specifically excluding any past due principal payments, as well as any past due interest on such principal, which have not been timely paid by Maker), plus any accrued but unpaid interest, which is due on such forgiven principal amount. For purposes of clarity, in the event of the forgiveness of this Note pursuant to this paragraph, the Payee would be entitled to collect any past due principal payments, plus the interest accrued thereon, notwithstanding the forgiveness of the Note with respect to any future principal and interest payments hereunder.

The indebtedness evidenced hereby may be prepaid in whole or in part, at any time and from time to time, without premium or penalty. Any partial payments shall be applied to principal payments in the order of their maturity.

Time is of the essence with respect to this Note. It is hereby expressly agreed that in the event that any payment of principal or interest is not made within five (5) business days of Maker's receipt of written notice from Payee that such payment has not been made, then the entire outstanding principal balance of the indebtedness evidenced hereby, together with all unpaid interest accrued thereon, shall, at the option of Payee, without notice, become due and payable, and such entire outstanding principal balance shall begin to bear interest at a rate equal to the lesser of (i) 10% or (ii) the maximum amount permitted by applicable law.

This Note is executed and delivered pursuant to, and is subject to the provisions of, that certain Confidential Settlement Agreement and Full and Complete Release dated December 30, 2004, by and between Maker and Payee (the "Settlement Agreement"). Any notices given hereunder shall be made according to the notice provisions set forth in the Settlement Agreement.

If this Note is placed in the hands of an attorney for collection or for enforcement, or if Payee incurs any costs incident to the collection of the indebtedness evidenced hereby, Maker and any endorsers hereof agree to pay to Payee an amount equal to all such costs, including, without limitation, all reasonable attorney's fees and all court costs.

Presentment for payment, demand, protest and notice of demand, protest and nonpayment are hereby waived by Maker and all other parties hereto. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Payee thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Maker hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Payee agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

This Note has been negotiated, executed and delivered in the State of Tennessee, and is intended as a contract under and shall be construed and enforceable in accordance with the laws of said state.

This Note is non-negotiable, but it may be assigned as collateral security for the obligations of the Payee.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized officer as of the date first above written.

MAKER:

GAYLORD ENTERTAINMENT COMPANY

By: /s/ Carter R. Todd

Title: Senior Vice President

ACKNOWLEDGEMENT
OF TERMINATION OF NAMING RIGHTS AGREEMENT

Each of the undersigned, the NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP (the "Club") and GAYLORD ENTERTAINMENT COMPANY ("Gaylord"), hereby specifically acknowledge and agree that, in accordance with the terms of that certain Confidential Settlement Agreement and Full and Complete Release, effective as of December 30, 2004, by and among Gaylord, CCK Holdings, LLC, and the Club (the "Settlement Agreement"), the Naming Rights Agreement, dated November 24, 1999, by and between Gaylord and the Club (the "Naming Rights Agreement"), is hereby terminated pursuant to Section 12.5(a) of the Naming Rights Agreement, as of this 22nd day of February, 2005 (the "Termination Date"). Each of the Club and Gaylord specifically acknowledge and agree that, effective as of the Termination Date, the Naming Rights Agreement shall be deemed of no further force or effect, and neither party shall have any right or power to enforce any right or obligation under the Naming Rights Agreement after the Termination Date.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Club and Gaylord have executed this Acknowledgement of Termination of Naming Rights Agreement as of the date set forth above.

NASHVILLE HOCKEY CLUB
LIMITED PARTNERSHIP
By: Nashville Predators, LLC,
its general partner

By: /s/ Edward F. Lang

Title: Executive Vice President

Date: -----

GAYLORD ENTERTAINMENT COMPANY

By: /s/ Carter R. Todd

Title: Senior Vice President

Date: -----

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is entered into on this 22nd day of January, 2005, by and between the NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "Partnership"), and CCK HOLDINGS, LLC, a Delaware limited liability company formerly known as CCK, Inc. ("CCK"). GAYLORD ENTERTAINMENT COMPANY, a Delaware corporation and ultimate corporate parent of CCK ("Gaylord"), has also executed this document to signify its knowledge of, and consent to, the transactions contemplated herein.

RECITALS:

WHEREAS, CCK is a Limited Partner in the Partnership;

WHEREAS, pursuant to the terms of Section 11.05 of that certain Agreement of Limited Partnership of Nashville Hockey Club Limited Partnership, dated as of June 25, 1997 (the "Limited Partnership Agreement"), CCK has been granted the option (the "Put Option") to sell all its Partnership Interests in the Partnership to the Partnership at a predetermined price;

WHEREAS, the Partnership desires to acquire from CCK and CCK desires to convey to the Partnership, all of its Partnership Interests in the Partnership in exchange for the consideration recited in the attached Confidential Settlement Agreement and Full and Complete Release, effective as of December 30, 2004, by and among Gaylord, CCK, and the Partnership (the "Settlement Agreement"); and

WHEREAS, the terms of the Settlement Agreement contemplate and require the transactions detailed in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

PURCHASE OF PARTNERSHIP INTERESTS

1.1. PURCHASE OF PARTNERSHIP INTERESTS. Upon the terms and subject to the conditions of this Agreement and in accordance with the terms of the Settlement Agreement, the Partnership hereby agrees to acquire and to redeem in full from CCK all of CCK's Partnership Interests in the Partnership (199 Partnership Interests); and CCK agrees to assign, sell, transfer, convey, and deliver unto the Partnership all of its Partnership Interests in the Partnership, which, upon delivery, shall be redeemed in full and terminated.

1.2. CONSIDERATION. In consideration for the assignment, sale, transfer, conveyance and delivery of 199 Partnership Interests in the Partnership by CCK, which collectively constitutes CCK's entire interest in the Partnership, as well as CCK's fulfillment of its other

obligations under the Settlement Agreement, the Partnership hereby agrees to enter into the Settlement Agreement and to consummate the transactions contemplated therein at Closing, as defined in the Settlement Agreement (collectively, the "Consideration").

1.3. CLOSING. The closing for the acquisition of the Partnership Interests to be transferred hereunder (the "Closing") shall take place simultaneously with the execution of this Agreement.

1.4. CROSS-RECEIPT.

(a) By execution and delivery of this Agreement, CCK hereby acknowledges the receipt of the full Consideration.

(b) By execution and delivery of this Agreement, the Partnership hereby acknowledges the acquisition, redemption, and termination of all of the Partnership Interests from CCK.

ARTICLE 2.

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

The Partnership represents and warrants to, and covenants with, CCK:

2.1. PARTNERSHIP STATUS. The Partnership warrants and represents to CCK that it is a duly organized and validly existing Wisconsin limited partnership.

2.2. AUTHORITY. The Partnership warrants and represents to CCK that it has full right and authority to execute and deliver this Agreement and all related documents and instruments, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Partnership and constitutes, or when executed will constitute, the valid and binding obligation of the Partnership, enforceable against the Partnership in accordance with its terms.

ARTICLE 3.

REPRESENTATIONS AND WARRANTIES OF CCK

CCK represents and warrants to, and covenants with, the Partnership:

3.1. STATUS. CCK warrants and represents to the Partnership that it is a duly organized and validly existing Delaware limited liability company, which was formerly CCK, Inc., a Texas corporation, prior to its conversion to CCK Holdings, LLC.

3.2. OWNERSHIP. CCK warrants and represents to the Partnership that it holds full right, title and interest in the Partnership Interests in the Partnership to be transferred hereunder free and clear of any and all liens or adverse claims of any third party and that the 199 Partnership Interests to be conveyed hereunder constitute all of CCK's Partnership Interests in the Partnership and further constitute CCK's entire interest in the Partnership.

3.3. AUTHORITY. CCK warrants and represents to the Partnership that it has full right and authority to execute and deliver this Agreement and all related documents and instruments to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by CCK and constitutes, or when executed will constitute, the valid and binding obligation of CCK enforceable against CCK in accordance with its terms.

ARTICLE 4.

MISCELLANEOUS

4.1. CAPITALIZED TERMS. Any and all capitalized terms used in this Agreement, which are not otherwise defined in this Agreement, shall have the meaning ascribed to such terms in the Limited Partnership Agreement.

4.2. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

4.3. SURVIVAL. All of the agreements, terms, representations, warranties, and other provisions of this Agreement shall survive and remain in effect after the effective date of this Agreement.

4.4. EXECUTION OF DOCUMENTS. Each party agrees to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with each other for the expeditious filing of any and all documents and the fulfillment of the terms of this Agreement.

4.5. SUCCESSORS AND ASSIGNS. The respective rights and obligations of the parties under this Agreement shall not be assignable by any party without the prior written consent of the other party.

4.6. CONTROLLING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

4.7. COUNTERPART EXECUTION. This Agreement may be executed in multiple counterparts each of which may be deemed an original and shall become binding when the separate counterparts have been exchanged among the parties.

4.8. HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

4.9. NOTICES. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the party or an officer of the party to whom the same is directed, or sent by registered or certified mail, addressed to the person to whom directed at the following address, or to such other address as such party may from time to time specify by notice to the parties:

If to the Partnership:

Nashville Hockey Club Limited Partnership
501 Broadway
Nashville, Tennessee 37203
Attention: Edward F. Lang

If to CCK Holdings, LLC:

CCK Holdings, LLC
c/o Gaylord Entertainment Company
One Gaylord Drive
Nashville, Tennessee 37214
Attention: Carter R. Todd, Esq.

Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered, if delivered personally or if sent by registered or certified mail, postage and charges prepaid, as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of the United States mail.

4.10. AMENDMENTS. Any amendment to this Agreement shall be in writing and executed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Purchase Agreement as of the date first set out above.

NASHVILLE HOCKEY CLUB
LIMITED PARTNERSHIP
BY: NASHVILLE PREDATORS, LLC

By: /s/ Edward F. Lang

Name: Edward F. Lang
Title: Chief Financial Officer

CCK HOLDINGS, LLC

By: /s/ Carter R. Todd

Name: Carter R. Todd
Title: Secretary

The undersigned, GAYLORD ENTERTAINMENT COMPANY, hereby executes this Purchase Agreement, as the ultimate corporate parent to CCK and as a party to the Settlement Agreement, in order to signify its knowledge of and consent to the consummation of the transactions contemplated herein.

GAYLORD ENTERTAINMENT COMPANY

By: /s/ Carter R. Todd

Name: Carter R. Todd

Title: Secretary

CONSENT AGREEMENT

This CONSENT AGREEMENT is made this 22 day of February, 2005 by and among: (i) the National Hockey League, a joint venture organized as a not-for-profit unincorporated association (the "NHL"); (ii) Nashville Hockey Club Limited Partnership (the "Club"), Nashville Predators, LLC (the "GP"), Craig L. Leipold ("CLL"), Estate of Samuel C. Johnson ("SCJ"), Helen P. Johnson-Leipold ("HJL"), the Craig L. Leipold 2000 Special Trust f/b/o Jonathan Kyle Leipold, the Craig L. Leipold 2000 Special Trust f/b/o Christopher Louis Leipold, Linda Sturino, Jonathan Kyle Leipold, Christopher Louis Leipold, the Helen Johnson-Leipold 2000 Special Trust f/b/o Bradford Powers Leipold, the Helen Johnson-Leipold 2000 Special Trust f/b/o Samuel Curtis Johnson Leipold, and the Helen Johnson-Leipold 2000 Special Trust f/b/o Conrad Werner Leipold (the parties listed in this clause (ii), collectively, the "Club Parties"); and (iii) Gaylord Entertainment Company f/k/a New Gaylord Entertainment Company ("Gaylord"), Gaylord Creative Group, Inc. ("GCG") and CCK Holdings, LLC (f/k/a CCK, Inc.) ("CCK Holdings" and, together with Gaylord and GCG, the "Gaylord Parties", and each of the parties listed in clauses (ii) and (iii) collectively, the "Transaction Parties").

Background

(a) (i) The Club directly owns the NHL membership known as the Nashville Predators (the "Membership").

(ii) Pursuant to certificates of conversion filed on December 10, 2002, a Plan of Conversion of CCK, Inc. dated December 11, 2002 (the "Plan of Conversion") and an Assignment of Membership Interest dated December 11, 2002 between Gaylord and GCG (the "Assignment"), Gaylord purports to have: (A) converted CCK, Inc. into CCK Holdings, and (B) transferred all of the membership interests in CCK Holdings to GCG, its wholly-owned subsidiary (collectively, the "Reorganization").

(iii) Pursuant to the Purchase Agreement dated February 22, 2005 among the Club, CCK Holdings and Gaylord (the "Purchase Agreement"), the Club proposes to acquire and redeem in full from CCK Holdings, in exchange for the consideration described in the Confidential Settlement Agreement and Full and Complete Release dated as of December 30, 2004 among Gaylord, CCK Holdings and the Club (the "Settlement Agreement"), all of CCK Holdings' 199 Partnership Interests in the Club (the "Purchased Interest"), which represents a 19.9% limited partnership interest in the Club (the "Redemption" and, together with the Reorganization, the "Proposed Transactions").

(iv) Upon consummation of the Redemption, none of Gaylord, GCG, CCK Holdings, nor any of their respective affiliates, will own a direct, indirect, contingent or convertible interest in the Membership, and the direct and indirect ownership interests in the Membership will be as set forth on Schedule 1.

(b) The consent of the NHL Board of Governors is required for the Proposed Transactions under the NHL Rules and Agreements (as hereinafter defined).

(c) Pursuant to the NHL Rules and Agreements, the parties have furnished to the NHL copies of all documents relating to the Proposed Transactions, a complete list of which is provided on Schedule 2 (the "Transaction Documents").

(d) The NHL Board of Governors has approved the Proposed Transactions, subject to certain terms and conditions, including the execution and delivery of this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. NHL Consent. Subject to the terms and conditions set forth in this Agreement, the NHL hereby consents to the Proposed Transactions. The consent granted herein is limited to the Proposed Transactions as specifically described in paragraphs (ii) and (iii) of the Background section and does not extend to any other transfer, sale, foreclosure, liquidation, wind-up, dissolution, mortgage, hypothecation, pledge or other impairment or encumbrance of any assets of, or direct or indirect ownership interests in, the Club, including, without limitation: (a) notwithstanding any previous application for NHL approval, any transfer of Samuel C. Johnson's limited partnership interests in the Club, (b) notwithstanding any previous application for NHL approval, any issuance of partnership interests in the Club made in connection with certain capital calls on or about December 4, 2001, June 12, 2002, October 24, 2002, February 12, 2003, October 1, 2003 and February 16, 2004 (the "Capital Calls"), (c) any capital contribution to the Club or to any other Transaction Party, (d) any addition, replacement or substitution of a trustee or beneficiary of any Trust (as defined in Section 5(d) below) or any other trust having a direct or indirect interest in the Club or holding an NHL-related asset, or (e) any grant, exercise, redemption or transfer of any put rights, call rights, options, warrants, redemption rights or similar rights, or rights to change the management (or the composition or control of any managing board) or voting rights with respect to any Transaction Party (collectively, including the Capital Calls, "Additional Transactions"), in each case, whether or not contemplated by the Transaction Documents.

2. Performance of Agreements. The Transaction Parties agree to perform all of the terms and conditions of the Transaction Documents applicable to each of them, provided that if there is any conflict between their obligations under the Transaction Documents and their obligations under the NHL Rules and Agreements (including, without limitation, this Agreement), their obligations under the NHL Rules and Agreements (including, without limitation, this Agreement) shall prevail. The Transaction Parties jointly and severally agree that, notwithstanding anything to the contrary in any Transaction Document, they will not take any action that adversely affects the Club or impairs the debts, liabilities and obligations of the Club.

3. NHL Rules and Agreements.

(a) The Club Parties jointly and severally agree to be bound by and adhere to all of the terms and provisions of, and to cause their respective affiliates to comply with: (A) the NHL Constitution, (B) the NHL Bylaws, (C) the Expansion Agreement dated June 25, 1997, as amended by the Letter Agreement dated May 1, 1998 (as amended, the "Expansion Agreement") and the Writings referred to therein, (D) the governing documents of each of the NHL, NHL

Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises, Inc., National Hockey League Enterprises Canada, Inc., Intra-Continental Ensurers, Limited, any entity that may be formed by the NHL member clubs (the "Member Clubs") generally after the date of this Agreement, and each of their respective affiliates (together with the NHL, the "NHL Entities"), (E) the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the governing body of each of the NHL Entities (including, without limitation, the NHL Board of Governors) and the NHL Commissioner (the "Commissioner"), (F) the letter agreement dated September 1, 2004 among the NHL, the Club, Citibank USA, Inc., and others (the "Lender Agreement"), (G) any other Consent Agreement among the NHL, the Club and one or more of the Transaction Parties, and (H) any agreements and arrangements to which the Member Clubs generally or any of the NHL Entities are (or after the date of this Agreement may become) subject or by which they or their assets are (or after the date of this Agreement may become) bound, including, without limitation, the current and/or future collective bargaining agreements between the NHL and the National Hockey League Players' Association and between the NHL and the National Hockey League Officials' Association and all other agreements, consent agreements, decrees, cooperation agreements and settlement agreements presently or hereafter in effect between or among the NHL Entities, the Member Clubs and/or third parties (including, without limitation, this Agreement); in each case as they may be amended or adopted from time to time and including the Commissioner's interpretation thereof and the custom and practice thereunder (collectively, the "NHL Rules and Agreements").

(b) The Transaction Parties jointly and severally agree not to take or support, and to cause their respective affiliates not to take or support, any position or action which may be inconsistent with any of the NHL Rules and Agreements or which may have a material adverse impact on any of the NHL Entities or the other Member Clubs.

(c) Without limiting the generality of their respective covenants in Section 6, the Transaction Parties jointly and severally agree not to challenge, and to cause their respective affiliates not to challenge, at any time or in any forum, any aspect of the NHL Rules and Agreements, which they have reviewed in their current form and agree are fair and reasonable.

4. Ownership, Control and Capital Structure.

(a) The Club Parties jointly and severally represent to the NHL that CLL is the chief executive officer and Governor of the Club, and that he is responsible for and has the authority to manage the business and affairs of the Club. The Club shall notify the Commissioner of any change in its Governor, which change shall be reasonably satisfactory to the Commissioner. The NHL Entities and Member Clubs may rely upon as binding upon the Club and the other Transaction Parties any action of the Club's Governor with respect to any communication, agreement, understanding, action, consent or other transaction with or concerning the NHL Entities, the Member Clubs or their respective affiliates.

(b) The Club Parties acknowledge and agree that:

(i) Any proposed sale, assignment, pledge, encumbrance or other transfer of any assets of or direct or indirect ownership interests in the Club (no matter how small

the interest), including, without limitation, any Additional Transaction, shall require prior approval in accordance with the NHL Rules and Agreements and, as a condition precedent to such transfer, the Club, each transferring owner, each transferee and such other parties as the NHL shall determine in its sole discretion, shall be required to execute and deliver a consent agreement with the NHL in the form of this Agreement or such other form as may then be required by the NHL in its sole discretion.

(ii) Except as provided in the Lender Agreement, neither the Club nor any of its direct or indirect owners (including the Club Parties) has previously pledged, or shall pledge, the Membership, any of their direct or indirect interests therein or any other hockey-related assets to secure any debt obligation, or increase any approved secured debt obligation, without obtaining the prior written approval of the Commissioner, which approval may be withheld in the Commissioner's sole discretion, and without entering into (and causing the applicable lender to enter into) a lender letter agreement in form and substance satisfactory to the Commissioner.

(iii) No Transaction Document shall be rescinded, canceled, terminated or amended in any respect which may or will affect the conditions, obligations or duties set forth in this Agreement or under the NHL Rules and Agreements or adversely affect the interests of the NHL Entities or the Member Clubs without the prior written approval of the Commissioner, which approval may be withheld in the Commissioner's sole discretion. The Commissioner shall be notified in writing of any proposed change, whether or not the Commissioner has consent rights with respect to the change, at least ten days before such change is affected.

(iv) Without limiting the provisions of subsection (i) above, the Club Parties shall not, nor shall they cause or permit, without the prior written approval of the NHL, which approval may be withheld in the NHL's sole discretion:

- (A) the Club to change its status as a limited partnership, the GP to change its status as a limited liability company, or any other Club Party to change its status as a corporation, limited partnership, limited liability company or trust, as the case may be;
- (B) the Club, the GP or any other Club Party to liquidate, dissolve or transfer a substantial part of its assets to another entity if such assets include an interest in, or as used in the operation of, the Membership;
- (C) a change in the general partner of the Club or in the management authority of such general partner, whether or not presently provided in the Agreement of Limited Partnership of the Club (the "Partnership Agreement"), or a change in ownership or control of any other Club Party; or

(D) any transfer or other transaction that will result in a change, directly or indirectly, in the ownership or management of the Membership or any Club Party.

(v) Each of the Club Parties that is an entity agrees that its stock certificate, membership certificate, partnership certificate or other document evidencing ownership, if any, bears a legend substantially as follows:

"The transfer, pledge or other disposition of [this partnership interest][this membership interest][the stock reflected by this certificate] is subject to the prior written approval and consent of the National Hockey League pursuant to the NHL Constitution and Bylaws and a certain Consent Agreement dated _____, with the NHL."

(c) The Club Parties jointly and severally represent and warrant to the NHL as follows:

(i) Any beneficiary of a Trust who has not executed this Agreement (including, without limitation, Samuel Curtis Johnson Leipold, Bradford Powers Leipold and Conrad Werner Leipold) is a minor who is legally incapable of entering into enforceable agreements. When any such beneficiary attains the age of majority, the Club Parties will cause such beneficiary to execute a counterparty to this Agreement by which such beneficiary agrees to be bound by each of the terms of this Agreement applicable to Club Parties.

(ii) Except as described on Schedule 4(c)(ii), no Club Party presently has any intention of selling any part of his or its interest in the Club, whether direct or indirect, or any of the assets of the Club, and there are no options, warrants, put or call rights or any other rights of acquisition or conversion that would entitle any person or entity to acquire any direct or indirect interest, whether equity or otherwise, in the Club.

(iii) None of the Club Parties has received any representation, commitment, promise, assurance or other indication of any kind with respect to any future transfer of direct or indirect ownership or change in location of the Membership.

5. Representations and Warranties. The Transaction Parties jointly and severally represent and warrant to the NHL as follows:

(a) Each of the Transaction Parties that is an entity is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has the power and authority to own, operate and lease its properties and to carry on its business.

(b) Each of the Transaction Parties has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(c) This Agreement constitutes a legal, valid and binding obligation of each Transaction Party, enforceable against each of them in accordance with its terms.

(d) Schedule 1 truly, accurately and completely sets forth the direct and indirect ownership interests of the Club and each of its direct and indirect owners as of the date hereof immediately following the consummation of the Proposed Transactions, including each trustee and beneficiary of any trust that owns a direct or indirect interest in the Club (a "Trust").

(e) On or about January 11, 2005, Gaylord's representatives first advised the NHL and the Club that: (i) CCK, Inc. was converted into CCK Holdings on December 10, 2002, (ii) CCK Holdings is a limited liability company organized under the laws of the State of Delaware, (iii) on December 11, 2002, Gaylord transferred all of the membership interests in CCK Holdings to GCG in accordance with the terms of the Assignment, and (iv) at all times since December 11, 2002, Gaylord has directly owned all of the outstanding capital stock of GCG and GCG has directly owned all of the membership interests of CCK Holdings; all of which required NHL approval under the Expansion Agreement and the NHL Rules (as defined therein) prior to the consummation thereof, and, to the extent that such transactions were in fact consummated, such consummation would constitute a breach of the Expansion Agreement and a violation of the NHL Rules. Immediately prior to the consummation of the Redemption, (x) CCK Holdings directly owned the Purchased Interest, and (y) except for GCG and CCK Holdings, no other subsidiary or affiliate of Gaylord owned any direct or indirect interest in the Club. Immediately following the consummation of the Redemption, neither Gaylord, GCG, CCK Holdings nor any of their respective affiliates will own any direct, indirect, convertible or contingent interest in the Club.

(f) The ownership interests described in Schedule 1 are validly issued and fully paid and are held free and clear of any liens, security interests, pleadings, charges, encumbrances or claims of liability, except as provided in the Lender Agreement.

(g) The transactions contemplated by the Transaction Documents will not adversely affect the Membership or the operation or financial condition of the Membership and will not in any way impair or adversely affect any debts, liabilities or obligations of the Transaction Parties to any other party, including, without limitation, to any of the NHL Entities or other Member Clubs or to any players, coaches or other personnel.

(h) All consents, waivers, approvals, orders and authorizations of any persons or entities or governmental or regulatory authorities that are required in connection with the Proposed Transactions have been obtained and are in full force and effect, and all registrations, declarations, filings or recordings with any such authorities have been made.

(i) Each of the Transaction Parties has performed in all material respects all obligations required to be performed by it to date with respect to the Proposed Transactions and none of them is in default in any respect under any contract, agreement, lease, or other instrument relating to the same to which it is a party or by which it is bound. True and complete copies of all documents described or referred to herein or in any schedule attached hereto, including, without limitation, the Transaction Documents, have been delivered to the NHL. The

Transaction Documents constitute all of the material documents relating to the Proposed Transactions. All information furnished by or on behalf of the Transaction Parties in connection with the request for approval of the Proposed Transactions is true and correct in all material respects and has not contained any material misstatement or omitted any material statement which would make such information not misleading.

(j) The execution and delivery of the Transaction Documents and this Agreement, and compliance with the terms thereof and hereof by each Transaction Party, will not conflict with, or result in the breach of, any of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of any of them pursuant to, any indenture, mortgage, lease, agreement or other instrument to which any of them is a party or by which any of them is bound.

(k) There is no action, suit or proceeding pending or, to the best of the knowledge of any Transaction Party, threatened against any Transaction Party any other party which could reasonably be expected to result in any adverse judgment or liability not fully covered by insurance or which may have a material adverse effect on the business, properties or assets or in the condition, financial or otherwise, or public image of the Membership or any Transaction Party or which may prevent or impede the consummation of any of the Proposed Transactions. There is no order, writ, injunction or decree that has been issued by, or, to the knowledge of any Transaction Party, requested by, any court or governmental agency which does or may have any material adverse effect on the business, properties or assets or in the condition, financial or otherwise, or public image of the Membership or any Transaction Party or which may prevent or impede the consummation of any of the Proposed Transactions.

(l) To the best of the knowledge of each of the Transaction Parties, each is in compliance in all material respects with all applicable laws, regulations and ordinances and all orders, judgments and decrees of any governmental authority.

(m) Except as provided in the Lender Agreement, none of the assets of or direct or indirect ownership interests in the Club (including, without limitation, the Purchased Interest or any portion thereof) is pledged to secure any debt or obligation of any person or entity. The Membership and all other hockey-related assets are owned directly by the Club.

(n) If the Capital Calls had previously been consummated (it being acknowledged and agreed by the Transaction Parties that: (i) none of the Capital Calls has previously been approved by the NHL, and (ii) under the Expansion Agreement and the NHL Rules (as defined therein), the Capital Calls must be approved by the NHL as a condition precedent to their consummation), CCK Holdings' 199 Partnership Interests in the Club would represent an approximately 10.10% limited partnership interest in the Club.

6. Release and Limitation of Liability.

(a) In partial consideration for the NHL providing the consents contained herein, the Transaction Parties, on their own behalf and on behalf of their respective affiliates, heirs, executors, administrators, trustees, legal representatives, successors and assigns, hereby

forever release and discharge each of the NHL Entities and Member Clubs (except the Club, but including all future member clubs of the NHL) and each of their respective predecessors, affiliates, successors and assigns, and each of their respective past, present or future, direct or indirect, owners, partners, shareholders, members, managers, directors, officers, agents, trustees, employees, affiliates, subsidiaries and governors (whether acting as agents for the NHL Entities, Member Clubs or in their individual capacities) (collectively, "Affiliated NHL Parties") from any and all claims, demands, causes of action and liabilities of any kind (upon any legal or equitable theory, whether contractual, common-law, statutory, decisional, Canadian, United States, foreign, state, provincial, local or otherwise), whether known or unknown (collectively, "Claims"), by reason of any act, omission, transaction or occurrence taken or occurring at any time up to and including the date of this Agreement (including, without limitation, any Claims, facts or circumstances arising from or attributable or relating to the Litigation (as defined in the Settlement Agreement), including the parties' failure to consummate CCK Holdings's exercise of its put option under the Partnership Agreement (the "Put Option")), except for those amounts, if any, which may be due to the Club in the ordinary course of NHL business.

(b) The Affiliated NHL Parties shall have no liability to the Transaction Parties for any actions taken or not taken following the date hereof on behalf of an NHL Entity or a Member Club or otherwise in connection with the business of the NHL, provided that such actions do not constitute willful misconduct. Accordingly, the Transaction Parties, on their own behalf and on behalf of their respective affiliates, heirs, executors, administrators, trustees, legal representatives, successors and assigns: (i) covenant not to sue any Affiliated NHL Party in connection with or assert, and agree to cause their respective affiliates not to sue any Affiliated NHL Party in connection with or assert, any claims, demands, causes of action or liabilities of any kind which they or any other party may hereafter have in connection with any acts taken or not taken following the date of this Agreement by any Affiliated NHL Party, provided that such actions are taken by the Affiliated NHL Party on behalf of an NHL Entity or a Member Club and do not constitute willful misconduct on the part of the Affiliated NHL Party taking such action, and (ii) release and indemnify, and agree to cause their respective affiliates to release and indemnify, the Affiliated NHL Parties from such claims, demands, causes of action, and liabilities.

(c) Without limiting any other rights the Affiliated NHL Parties may have, and without limiting any Transaction Party's affirmative obligation to pay the amounts referenced in this Agreement, the Transaction Parties jointly and severally agree to indemnify and hold harmless each of the Affiliated NHL Parties from and against any and all losses, obligations, claims, liabilities, fines, penalties, damages, costs and expenses (including, without limitation, reasonable costs of investigation and settlement and attorneys' fees, including in actions between any of such parties and any of the Affiliated NHL Parties) (collectively, "Losses") incurred or required to be paid by an Affiliated NHL Party, arising out of, attributable to or relating to: (i) the proposed exercise of the Put Option or any transaction related to the Put Option or CCK Holdings' exercise thereof, (ii) any Proposed Transaction or any other transaction contemplated in the Transaction Documents or relating to any Proposed Transaction (including, without limitation, any of the transactions contemplated by the Settlement Agreement), (iii) any breach of any warranty or covenant or any misrepresentation in this Agreement by any Transaction Party, or (iv) any act, omission, liability or obligation (including,

without limitation, all obligations set forth in this Agreement) of any Transaction Party or any of their respective past, present or future, direct or indirect, owners, partners, shareholders, members, managers, directors, officers, agents, trustees, employees, affiliates, subsidiaries and governors.

(d) Nothing contained in this Agreement shall be, or be construed or deemed to be, a subordination by any NHL Entity of such NHL Entity's rights: (i) to receive payments on account of indebtedness or liabilities now or hereafter owing to any NHL Entity by the Club or any other person or entity or (ii) to defer or off-set any distribution to the Club; all of such rights hereby being confirmed and affirmed. Nothing in this Agreement shall be construed in any respect as a guaranty or indemnity by any NHL Entity, or any of the Member Clubs, of any debts, liabilities or obligations of any Transaction Party or any other party.

7. Additional Provisions.

(a) The Transaction Parties agree, in accordance with the third paragraph of Article 3.5 of the NHL Constitution, that all legal fees and costs incurred by the NHL with respect to the Proposed Transactions shall be charged to the Club and shall be the obligation of the Club.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including but not limited to, any corporation or other business entity into which any party shall be merged, consolidated or amalgamated or to which substantially all of the assets of a party shall be transferred, in each case in accordance with the NHL Rules and Agreements. No Transaction Party may assign any of its rights or delegate any of its duties under this Agreement without the written consent of the NHL. Notwithstanding anything in any Transaction Document to the contrary, any dispute between or among the parties relating to the subject matter hereof shall be deemed to be a dispute which shall be resolved in accordance with Section 6.3 of the NHL Constitution and the Commissioner shall have full and exclusive jurisdiction and authority to arbitrate and resolve such dispute.

(c) Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally or sent by facsimile (with a copy by any other means permitted for the giving of notices under this section), one day after being sent by a reputable overnight courier, or three days after being mailed by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to the NHL or the
Commissioner:

National Hockey League
1251 Avenue of the Americas
New York, New York 10020-1198
Attention: General Counsel
Facsimile: (212) 789-2050

with a copy to: Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Wayne D. Katz, Esq.
Facsimile: (212) 969-2900

If to any Club Party: c/o Nashville Predators
501 Broadway
Nashville, Tennessee 37203
Attention: Craig L. Leipold
Facsimile: (615) 770-2309

with a copy to: Sherrard & Roe PLC
424 Church Street, Suite 2000
Nashville, Tennessee 37219
Attention: Christopher C. Whitson, Esq.
Facsimile: (615) 742-4539

with an additional copy,
in the case of any Club
Party other than the Club,
the GP, CLL or HJL, to: McDermott, Will & Emery
227 West Monroe
Chicago, Illinois 60606-5096
Attention: William J. Butler, Esq.
Facsimile: (312) 984-7700

If to any Gaylord Party: c/o Gaylord Entertainment Company
One Gaylord Drive
Nashville, Tennessee
Attention: Carter Todd
Facsimile: (615) 316-6544

or to such other address as a party shall designate from time to time by like notice.

(d) Except as set forth in the following sentence, Agreement and the exhibits and schedules annexed hereto and made a part hereof contain the entire agreement among the parties with respect to the Proposed Transactions and supersede all prior agreements or understandings among the parties relating to any of the Proposed Transactions. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed to amend or terminate any of the terms or provisions of: (i) the Expansion Agreement and the Writings referred to therein, including, without limitation, the Guaranty dated June 25, 1997 (the "Guaranty"), except as expressly provided in Section 7(o) with respect to the Guaranty, or (ii) the Lender Agreement, each of which is hereby affirmed and confirmed and shall, subject to Section 7(o) with respect to the Guaranty, remain in full force and effect. This Agreement shall not be modified, supplemented, or terminated orally, and shall be governed by the laws of the State of New York applicable to agreements made and to be performed entirely in New York. It is acknowledged and agreed that the NHL will suffer immediate and irreparable harm in the

event of a breach of this Agreement by any other party hereto of any of such party's obligations hereunder and will not have an adequate remedy at law and, therefore, the NHL shall, in addition to any other remedy available to it at law or in equity, be entitled to temporary, preliminary and permanent injunctive relief and a decree for specific performance in the event of a breach or threatened or attempted breach, without the necessity of showing any actual damage or irreparable harm or the posting of any bond or furnishing of any other security. This Agreement shall be interpreted neutrally and without regard to the party that drafted it and, in particular, no rule of construction shall be applied as against any party that would result in the resolution of an ambiguity contained herein against the drafting party.

(e) No delay or failure on the part of any party to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or of any other right, power or remedy. No waiver by any party of another party's compliance with the provisions of this Agreement shall be effective unless set forth in a writing signed by the party granting such waiver, and no waiver of any provision on any one occasion shall constitute a waiver of such provision or any other provision on any subsequent occasion.

(f) Except as otherwise expressly provided in this Agreement, any representation, covenant or agreement may be waived, amended, consented to or otherwise approved by the NHL, on the one hand, and the particular party other than the NHL to which such representation, covenant or agreement applies, on the other hand, without the consent or approval of any other party. By way of illustration and not limitation, changes in any party's direct or indirect ownership of the Club may, for all purposes of this Agreement, be consented to by such party and the NHL without the consent of any other party.

(g) The Transaction Parties acknowledge and agree that the failure by any Transaction Party to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement which entitles the NHL to take action permitted by the NHL Rules and Agreements and/or this Agreement. Said action includes, in addition to any and all other rights to which the NHL shall be entitled under this Agreement or otherwise, the right of the NHL to commence termination proceedings under Article III of the NHL Constitution and such other remedies as may be provided by law or in equity for the breach of a material obligation. No party shall attempt to prevent the NHL's exercise of such rights on the basis that the NHL cannot exercise dominion or control over its allocable share of the rights or assets that are the subject of the NHL's actions because it was not the breaching party.

(h) The Transaction Parties acknowledge and agree that the NHL has reviewed the Transaction Documents that have been supplied to it for certain limited purposes only and that the NHL is not charged with knowledge of, or deemed to have any independent obligations under, any of the Transaction Documents. Notwithstanding anything contained in any Transaction Document (whether to the contrary or otherwise), in the event of any conflict or ambiguity between any term or provision contained in this Agreement and any term or provision of any Transaction Document, the terms of this Agreement shall control and all such conflicts or ambiguities shall be resolved in a manner that will provide the NHL with the maximum protection that may be afforded to it.

(i) The section headings of this Agreement are for convenience of reference only and shall be given no effect in the construction or interpretation of this Agreement.

(j) This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement (except for the NHL Entities and as provided in Section 6).

(k) If any provision of this Agreement shall be deemed invalid or unenforceable by a court having jurisdiction, the balance of this Agreement shall remain in effect and shall be enforced to the maximum extent permitted by law.

(l) As used in this Agreement, the term "affiliate" means, with respect to a specified person or entity: (i) any other person or entity directly or indirectly controlled by, controlling, or under common control with the specified person or entity, and (ii) any family member of the specified person or trust for the benefit of one or more family members of the specified person.

(m) Subject to the last sentence of Section 7(b), the courts of New York State located in New York County and the United States District Court for the Southern District of New York located in New York County shall have exclusive jurisdiction over the parties (and the subject matter) with respect to any dispute or controversy arising under or in connection with this Agreement, and by execution of this Agreement, each Transaction Party submits to and accepts the exclusive jurisdiction of those courts and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement or any matter affecting the Club, in general. A summons or complaint in any such action or proceeding may be served in accordance with Section 7(c). Each Transaction Party irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it or he may now or hereafter have to the bringing of any such action or proceeding in any such jurisdiction.

(n) Whenever the context may require, any pronoun shall include the corresponding masculine and feminine forms.

(o) Notwithstanding anything to the contrary in the Guaranty, neither Gaylord nor CCK Holdings shall be responsible under the Guaranty for any debt, obligation or liability of the Club that arises from any act, omission or circumstance that occurs after the date hereof.

(p) This Agreement may be executed in counterparts, which together shall constitute one and the same instrument.

NATIONAL HOCKEY LEAGUE

By: /s/ David Zimmerman

Name: David Zimmerman
Title: Senior Vice President
General Counsel

Transaction Parties:

NASHVILLE HOCKEY CLUB LIMITED
PARTNERSHIP

By: Nashville Predators, LLC, its
general partner

By: /s/ Edward F. Lang

Name: Edward F. Lang
Title: EVP

NASHVILLE PREDATORS, LLC

By: /s/ Edward F. Lang

Name: Edward F. Lang
Title: EVP

/s/ Craig L. Leipold

Craig L. Leipold

ESTATE OF SAMUEL JOHNSON

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: Co-Trustee/Co Personal Representative
Johnson Bank as Co-Trustee/Co Personal
Representative

By: /s/ Brian Lucareli

Authorized Officer

/s/ Helen P. Johnson Leipold

Helen P. Johnson Leipold

/s/ Jonathan Kyle Leipold

Jonathan Kyle Leipold

/s/ Chris Leipold

Chris Leipold

/s/ Linda Sturino

Linda Sturino

THE CRAIG L. LEIPOLD 2000 SPECIAL TRUST
F.B.O. JONATHAN KYLE LEIPOLD

By: /s/ Linda Sturino

Name: Linda Sturino
Title: Trustee

THE CRAIG L. LEIPOLD 2000 SPECIAL TRUST
F.B.O. CHRISTOPHER LOUIS LEIPOLD

By: /s/ Linda Sturino

Name: Linda Sturino
Title: Trustee

THE HELEN JOHNSON-LEIPOLD 2000
SPECIAL TRUST F/B/O CONRAD WERNER LEIPOLD

By: /s/ Linda Sturino

Name: Linda Sturino
Title: Trustee

THE HELEN JOHNSON-LEIPOLD 2000
SPECIAL TRUST F/B/O SAMUEL CURTIS
JOHNSON LEIPOLD

By: /s/ Linda Sturino

Name: Linda Sturino
Title: Trustee

THE HELEN JOHNSON-LEIPOLD 2000
SPECIAL TRUST F/B/O BRADFORD POWERS
LEIPOLD

By: /s/ Linda Sturino

Name: Linda Sturino
Title: Trustee

GAYLORD ENTERTAINMENT COMPANY

By: /s/ Carter R. Todd

Name: Carter R. Todd
Title: SVP

GAYLORD CREATIVE GROUP, INC.

By: /s/ Carter R. Todd

Name: Carter R. Todd
Title: VP

CCK HOLDINGS, LLC

By: /s/ Carter R. Todd

Name: Carter R. Todd
Title: V.P.