
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): October 7, 2009 (October 6, 2009)

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.

Entry into Sixth Supplemental Indenture with respect to the 8% Notes

On October 6, 2009, Gaylord Entertainment Company, a Delaware corporation (the “Company”), entered into a Sixth Supplemental Indenture (the “Sixth Supplemental Indenture”) among the Company, certain of its subsidiaries (the “Guarantors”) and U.S. Bank National Association, as trustee (the “Trustee”). The Sixth Supplemental Indenture effects the proposed amendments to the indenture governing the Company’s 8% Senior Notes due 2013 (the “2013 Notes”), as described in the Offer to Purchase and Consent Solicitation Statement, dated as of September 23, 2009. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Sixth Supplemental Indenture, which is attached hereto as [Exhibit 4.1](#) and is incorporated herein by reference.

ITEM 8.01. OTHER EVENTS.

On October 6, 2009, the Company received the requisite consents of holders, representing at least a majority in principle amount of the 2013 Notes then outstanding, to enter into the Sixth Supplemental Indenture pursuant to the Company’s previously announced consent solicitation with respect to the 2013 Notes.

On October 7, 2009, the Company announced the results of its tender for the 2013 Notes and call for redemption of all 2013 Notes that remain outstanding. A copy of the press release is attached hereto as [Exhibit 99.1](#) and is incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

4.1 Sixth Supplemental Indenture, dated as of October 6, 2009, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee.

99.1 Press Release dated October 7, 2009.

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: October 7, 2009

By: /s/ Carter R. Todd

Name: Carter R. Todd

Title: Executive Vice President, General Counsel and
Secretary

EXHIBIT INDEX

<u>No.</u>	<u>Exhibit</u>
4.1	Sixth Supplemental Indenture, dated as of October 6, 2009, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee.
99.1	Press Release dated October 7, 2009.

SIXTH SUPPLEMENTAL INDENTURE

SIXTH SUPPLEMENTAL INDENTURE (“Sixth Supplemental Indenture”), dated as of October 6, 2009, among Gaylord Entertainment Company, a Delaware corporation (the “Company”), the Guarantors identified on the signature pages hereto (the “Guarantors”) and U.S. Bank National Association, as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, the Company, the Guarantors and the Trustee have entered into an Indenture, dated as of November 12, 2003, governing the Company’s 8% Senior Notes due 2013 (the “Notes”), as heretofore supplemented by the First Supplemental Indenture, dated as of November 20, 2003; the Second Supplemental Indenture, dated as of November 29, 2004; the Third Supplemental Indenture, dated as of December 30, 2004; the Fourth Supplemental Indenture, dated as of June 16, 2005; the Fifth Supplemental Indenture, dated as of January 12, 2007; and the Supplemental Indenture, dated as of September 29, 2009 (collectively, the “Original Indenture”); and

WHEREAS, under Section 9.02 of the Original Indenture, the Company, the Guarantors and the Trustee may amend the Original Indenture with the consent of the Holders of at least a majority in principal amount of Notes then outstanding voting as a single class pursuant to the terms set forth therein; and

WHEREAS, Holders of a majority in principal amount of Notes outstanding voting as a single class have consented to the amendments set forth herein in connection with the tender offer and consent solicitation of the Company commencing on September 23, 2009, with respect to the Notes (the “Tender Offer”); and

WHEREAS, the Company and the Guarantors desire to enter into this Sixth Supplemental Indenture on the date set forth above for the purpose of making the amendments set forth herein, which amendments will become operative as set forth in Section 4 herein; and

WHEREAS, all other conditions and requirements necessary to make this Sixth Supplemental Indenture a valid, binding and legal instrument enforceable in accordance with its terms have been performed and fulfilled by the parties hereto, and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

NOW, THEREFORE, for and in consideration of the foregoing premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

1. **DEFINITIONS.** For all purposes of the Original Indenture and this Sixth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) **References.** The terms “herein,” “hereof” and other words of similar import refer to the Original Indenture and this Sixth Supplemental Indenture as a whole and not to any particular article, section or other subdivision; and

(b) **Capitalized Terms.** All capitalized terms used in this Sixth Supplemental Indenture but not defined herein shall have the meanings assigned to such terms in the Original Indenture.

2. **ELIMINATION AND AMENDMENT OF CERTAIN DEFINED TERMS IN ARTICLE I OF THE ORIGINAL INDENTURE.** From and as of the Operational Time (as defined in

Section 4(b) of this Supplemental Indenture), any defined terms appearing in Article I of the Original Indenture or elsewhere in the Original Indenture, and all references thereto, that are used solely in the sections, subsections or provisions of the Original Indenture deleted from the Original Indenture by virtue of Section 3 of this Sixth Supplemental Indenture shall be deleted in their entirety from Section 1.01 of the Original Indenture.

3. AMENDMENT OF CERTAIN PROVISIONS OF ARTICLES 4, 5 AND 6 AND OTHER RELATED PROVISIONS OF THE ORIGINAL INDENTURE.

(a) Amendment of Article 4 of Original Indenture. From and as of the Operational Time (as defined in Section 4(b) of this Supplemental Indenture), Article 4 of the Original Indenture shall be amended by deleting Sections 4.05, 4.06, 4.07, 4.08, 4.09, 4.11, 4.12, 4.13, 4.16, 4.18, 4.19 and 4.21 in their entirety, together with any references thereto in the Original Indenture.

(b) Amendment of Section 5.01 of Original Indenture. From and as of the Operational Time (as defined in Section 4(b) of this Supplemental Indenture), Section 5.01 of the Original Indenture shall be amended by

- (i) Adding “and” after “;” at the end of clause (ii) of Section 5.01(a);
- (ii) Deleting clause (iii) of Section 5.01(a) in its entirety;
- (iii) Re-designating clause (iv) of Section 5.01(a) as clause (iii); and
- (iv) Deleting Section 5.01(b) in its entirety.

(c) Amendment of Article 6 of the Original Indenture. From and as of the Operational Time, Article 6 of the Original Indenture shall be amended by: (i) deleting clauses (iii), (iv), (v), (vi), (vii) and (viii) of Section 6.01(a) in their entirety, together with any references thereto in the Original Indenture; and (ii) renumber (ix) and (x) to be (iii) and (iv), respectively.

(d) Amendment of Additional Provisions of Original Indenture. From and as of the Operational Time, any and all additional provisions of the Original Indenture shall be deemed amended to reflect the intentions of the amendments provided for in this Section 3 and elsewhere herein.

4. EFFECT OF SIXTH SUPPLEMENTAL INDENTURE; OPERATION OF AMENDMENTS.

(a) Effect of Sixth Supplemental Indenture. In accordance with Section 9.04 of the Original Indenture, upon the execution of this Sixth Supplemental Indenture, the Original Indenture shall be modified in accordance herewith, and this Sixth Supplemental Indenture shall form a part of the Original Indenture for all purposes; and every Holder of the Notes heretofore authenticated and delivered under the Original Indenture shall be bound hereby. Except as modified by this Sixth Supplemental Indenture, the Original Indenture and the Notes, and the rights of the Holders of the Notes thereunder, shall remain unchanged and in full force and effect.

(b) Operation of Amendments. The provisions of this Sixth Supplemental Indenture shall not become operative until the date and time (such date and time, the “Operational Time”) the Company notifies (in writing) U.S. Bank National Association, as depositary for the Notes under the Tender Offer (the “Depositary”), that the Company has purchased Notes tendered and not withdrawn pursuant to the Tender Offer on the Initial Payment Date (as defined in the Offer to Purchase and Consent Solicitation

Statement dated September 23, 2009 related to the Tender Offer). In the event the Company notifies (in writing) the Depository that it has withdrawn or terminated the Tender Offer prior to the Operational Time, this Sixth Supplemental Indenture shall be terminated and be of no force or effect and the Original Indenture shall not be modified hereby. The Company shall promptly notify the Trustee in writing of any notice it gives to the Depository.

5. **MATTERS CONCERNING THE TRUSTEE.** The Trustee accepts the trusts of the Original Indenture, as amended and supplemented by this Sixth Supplemental Indenture, and agrees to perform the same, but only upon the terms and conditions set forth in the Original Indenture, as amended and supplemented by this Sixth Supplemental Indenture, to which the parties hereto and the Holders from time to time of the Notes agree and, except as expressly set forth in the Original Indenture, as amended and supplemented by this Sixth Supplemental Indenture, shall incur no liability or responsibility in respect thereof. Without limiting the generality of the foregoing, the recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness, and the Trustee makes no representation as to the validity or sufficiency of this Sixth Supplemental Indenture or any consents thereto.

6. **RATIFICATION AND CONFIRMATION OF THE ORIGINAL INDENTURE.** Except as expressly amended hereby, the Original Indenture is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

7. MISCELLANEOUS.

(a) **Binding Effect.** All agreements of the Company in this Sixth Supplemental Indenture shall be binding upon the Company's successors. All agreements of the Trustee in this Sixth Supplemental Indenture shall be binding upon its successors.

(b) **Governing Law.** This Sixth Supplemental Indenture shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

(c) **Conflict with Trust Indenture Act of 1939.** If and to the extent that any provision of this Sixth Supplemental Indenture limits, qualifies or conflicts with the duties imposed by Sections 310-317 of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), by operation of Section 318(c) of the Trust Indenture Act, the imposed duties shall control.

(d) **Headings for Convenience of Reference.** The titles and headings of the sections of this Sixth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

(e) **Counterparts.** This Sixth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but such counterparts shall constitute but one and the same agreement.

(f) **Severability.** In case any provision of this Sixth Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof or of the Original Indenture shall not in any way be affected or impaired thereby.

(g) Effect Upon Original Indenture. This Sixth Supplemental Indenture shall form a part of the Original Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company, the Guarantors and the Trustee have caused this Sixth Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed all as of the day and the year first above written.

COMPANY:

GAYLORD ENTERTAINMENT COMPANY

By: /s/ Carter R. Todd

Name: Carter R. Todd

Title: Executive Vice President

GUARANTORS:

GAYLORD PROGRAM SERVICES, INC.

GRAND OLE OPRY TOURS, INC.

WILDHORSE SALOON ENTERTAINMENT
VENTURES, INC.

GAYLORD INVESTMENTS, INC.

OLH HOLDINGS, LLC

OPRYLAND HOSPITALITY, LLC

OPRYLAND PRODUCTIONS, INC.

OPRYLAND THEATRICALS, INC.

CORPORATE MAGIC, INC.

GAYLORD CREATIVE GROUP, INC.

CCK HOLDINGS, LLC

OLH, G.P.

OPRYLAND HOTEL—FLORIDA LIMITED
PARTNERSHIP

OPRYLAND HOTEL—TEXAS LIMITED
PARTNERSHIP

OPRYLAND HOTEL—TEXAS, LLC

GAYLORD NATIONAL, LLC

OPRYLAND HOTEL NASHVILLE, LLC

GAYLORD FINANCE, INC.

GAYLORD DESTIN RESORTS, LLC

GRAND OLE OPRY, LLC

GAYLORD HOTELS, INC.

OPRYLAND ATTRACTIONS, LLC

By: /s/ Carter R. Todd

Name: Carter R. Todd

Title: Vice President

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Raymond S. Haverstock

Name: Raymond S. Haverstock

Title: Vice President



FOR IMMEDIATE RELEASE

**GAYLORD ENTERTAINMENT COMPANY ANNOUNCES
RESULTS TO DATE OF TENDER OFFER**

Nashville, Tenn. — Oct. 7, 2009 — Gaylord Entertainment Co. (NYSE: GET) (the “Company”) announced today that it has accepted for purchase \$228 million aggregate principal amount, or 85%, of its 8% Senior Notes due 2013 (the “2013 Notes”), which were validly tendered by 5:00 p.m., New York City time, on October 6, 2009, the consent date, pursuant to the Company’s previously announced cash tender offer for any and all of its outstanding 2013 Notes (the “Offer”). The Offer is scheduled to expire at 11:59 p.m., New York City time, on October 21, 2009, unless extended or earlier terminated. The Company has also called for redemption at a price of 102.667% of the principal amount thereof, plus accrued interest, on November 15, 2009, all remaining 2013 Notes.

This press release is for informational purposes only and is not an offer to buy or the solicitation of an offer to sell with respect to any securities. The Offer is only being made pursuant to the terms of the Offer to Purchase and Consent Solicitation Statement and the related Letter of Transmittal and Consent, each dated September 23, 2009. The Offer is not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. None of the Company, the dealer manager and solicitation agent, the information agent, the depository or their respective affiliates is making any recommendation as to whether or not holders should tender all or any portion of their 2013 Notes in the Offer.

The Company has engaged Deutsche Bank Securities Inc. to act as dealer manager and solicitation agent for the Offer, D.F. King & Co., Inc. to act as information agent for the Offer and U.S. Bank National Association to serve as depository for the Offer. Requests for documents may be directed to D.F. King & Co., Inc. at (800) 549-6746 (U.S. toll free), or in writing to 48 Wall Street, New York, New York 10005. Questions regarding the offer may be directed to Deutsche Bank Securities Inc. at (212) 250-7772 (collect).

About Gaylord Entertainment

Gaylord Entertainment Company (NYSE: GET), a leading hospitality and entertainment company based in Nashville, Tenn., owns and operates Gaylord Hotels (www.gaylordhotels.com), its network of upscale, meetings-focused resorts, and the Grand Ole Opry (www.opry.com), the weekly showcase of country music’s finest performers for more than

80 consecutive years. Gaylord's entertainment brands and properties include the Radisson Hotel Opryland, Ryman Auditorium, General Jackson Showboat, Gaylord Springs Golf Links, Wildhorse Saloon, and WSM-AM. For more information about Gaylord, visit www.GaylordEntertainment.com.

The foregoing statements regarding Gaylord's intentions with respect to the contemplated offering and other transactions described above are forward-looking statements under the Private Securities Litigation Reform Act of 1995, and actual results could vary materially from the statements made. Gaylord's ability to complete the offering and other transactions described above successfully is subject to various risks, many of which are outside its control, including prevailing conditions in the capital markets and other risks and uncertainties as detailed from time to time in the reports filed by Gaylord with the Securities and Exchange Commission.

Investor Relations Contacts:

David Kloepfel, President
Gaylord Entertainment
(615) 316-6101
dkloepfel@gaylordentertainment.com

~or~

Mark Fioravanti, CFO
Gaylord Entertainment
(615) 316-6588
mfioravanti@gaylordentertainment.com

~or~

Patrick Chaffin, Vice President of Strategic
Planning & Investor Relations
Gaylord Entertainment
(615) 316-6282
pchaffin@gaylordentertainment.com

Media Contacts:

Gaylord Entertainment
Brian Abrahamson
(615) 316-6302
babrahamson@gaylordentertainment.com