UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 25)[1]

CRACKER BARREL OLD COUNTRY STORE, INC.
(Name of Issuer)

Common Stock, par value $0.01 per share
(Title of Class of Securities)

22410J106
(CUSIP Number)

Sardar Biglari
Biglari Capital Corp.
17802 IH 10 West, Suite 400
San Antonio, Texas 78257
(210) 344-3400

with copies to:

Steve Wolosky, Esq.
Olshan Frome Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

September 16, 2013
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* § 240.13d-7 for other parties to whom copies are to be sent.

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[1] The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the *Notes*).

1	NAME OF REPORTING PERSON The Lion Fund II, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) o (b) o
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,462,604	
	8	SHARED VOTING POWER -0-	
	9	SOLE DISPOSITIVE POWER 3,462,604	
	10	SHARED DISPOSITIVE POWER -0-	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,462,604		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		o
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.6%		
14	TYPE OF REPORTING PERSON PN		

1	NAME OF REPORTING PERSON Biglari Capital Corp.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) o (b) o
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,462,604	
	8	SHARED VOTING POWER -0-	
	9	SOLE DISPOSITIVE POWER 3,462,604	
	10	SHARED DISPOSITIVE POWER -0-	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,462,604		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		o
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.6%		
14	TYPE OF REPORTING PERSON CO		

1	NAME OF REPORTING PERSON Steak n Shake Operations, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) o (b) o
3	SEC USE ONLY		
4	SOURCE OF FUNDS WC, AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Indiana		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,275,190	
	8	SHARED VOTING POWER -0-	
	9	SOLE DISPOSITIVE POWER 1,275,190	
	10	SHARED DISPOSITIVE POWER -0-	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,275,190		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		o
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.4%		
14	TYPE OF REPORTING PERSON CO		

1	NAME OF REPORTING PERSON Sardar Biglari		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) o (b) o
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,737,794	
	8	SHARED VOTING POWER -0-	
	9	SOLE DISPOSITIVE POWER 4,737,794	
	10	SHARED DISPOSITIVE POWER -0-	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,737,794		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		o
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.9%		
14	TYPE OF REPORTING PERSON IN		

1	NAME OF REPORTING PERSON Philip L. Cooley		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) o (b) o
3	SEC USE ONLY		
4	SOURCE OF FUNDS		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-	
	8	SHARED VOTING POWER -0-	
	9	SOLE DISPOSITIVE POWER -0-	
	10	SHARED DISPOSITIVE POWER -0-	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON -0-		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		o
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%		
14	TYPE OF REPORTING PERSON IN		

The following constitutes Amendment No. 25 to the Schedule 13D filed by the undersigned ("Amendment No. 25"). This Amendment No. 25 amends the Schedule 13D as specifically set forth herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

Over the past several months, the Reporting Persons have held discussions with James Bradford, Chairman of the Board of the Issuer, concerning a proposal to return substantial cash to all owners by adjusting the capital structure in a manner that can build value for all stockholders. The Reporting Persons believe that the Board should declare a $20 per share special dividend. Their next step is to call a special meeting of Cracker Barrel's shareholders, which will give all owners the opportunity to vote on the special dividend. A copy of a letter from BCC to Mr. Bradford is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On September 17, 2013, the Reporting Persons entered into a Joint Filing and Solicitation Agreement in which, among other things, (a) the Reporting Persons agreed to the joint filing of statements on Schedule 13D with respect to the securities of the Issuer, (b) the Reporting Persons agreed to solicit proxies or written consents to (i) request that the Issuer call a special meeting of shareholders to approve a non-binding proposal for the Board to declare and pay a $20 per share special dividend and (ii) approve such non-binding proposal at any special meeting called for such purpose, and (c) BCC agreed to bear all expenses incurred by any of the Reporting Persons in connection with the Reporting Persons' activities, subject to certain limitations. A copy of this agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

99.1 Letter to the Chairman of the Board, dated September 16, 2013

99.2 Joint Filing and Solicitation Agreement, dated September 17, 2013, by and among The Lion Fund II, L.P., Biglari Capital Corp., Steak n Shake Operations, Inc., Sardar Biglari and Philip L. Cooley.

SIGNATURE

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

September 17, 2013
(Date)

THE LION FUND II, L.P.

By: BIGLARI CAPITAL CORP., its General Partner

By: /s/ Sardar Biglari
Name: Sardar Biglari
Title: Chairman and Chief Executive Officer

BIGLARI CAPITAL CORP.

By: /s/ Sardar Biglari
Name: Sardar Biglari
Title: Chairman and Chief Executive Officer

STEAK N SHAKE OPERATIONS, INC.

By: /s/ Sardar Biglari
Name: Sardar Biglari
Title: Chairman and Chief Executive Officer

/s/ Sardar Biglari
SARDAR BIGLARI

/s/ Philip L. Cooley
PHILIP L. COOLEY

Exhibit 99.1

BIGLARI CAPITAL CORP.

17802 IH 10 WEST, SUITE 400
SAN ANTONIO, TEXAS 78257
TELEPHONE (210) 344-3400
FAX (210) 344-3411

SARDAR BIGLARI, CHAIRMAN

September 16, 2013

Mr. James W. Bradford
Chairman of the Board
Cracker Barrel Old Country Store, Inc.
305 Hartmann Drive
Lebanon, Tennessee 37087

Dear Jim:

We are the lead investor in Cracker Barrel Old Country Store, Inc. Our ownership, through related entities, approximates 20% of the Company, valued in the market at about $500 million. No other shareholder, board member, or officer comes close to matching our ownership. Incontrovertibly, our incentive for value creation exceeds that of the collective Board.

After reading your press release the other day, I found it obvious that when you can't make solid arguments for rejecting us as board members, you resort to *making up* arguments. For instance, you state the Board voted against nominating us for election as directors because of our "backgrounds and qualifications; uncertainty over Mr. Biglari's ultimate agenda; and continued business and legal concerns over conflicts of interest." While you make vague, ambiguous charges and personal attacks, we shall continue to present hard facts.

We have one and only one agenda: to make money. In doing so, our moneymaking would be in direct proportion to that of all other Cracker Barrel stockholders who invest for the same period as we do. So far, we have made about a quarter of a billion dollars in our Cracker Barrel position. We find it undeniable that Cracker Barrel's stock appreciation generally resulted from our purchasing 20% of the Company in the open market. We have pushed the Board and management, *inter alia*, to return more capital to shareholders along with pursuing value-enhancing initiatives, e.g., licensing. But that's not enough; we want more. If we were confident in the Board's ability to foster sustainable, long-term value, we would simply sit back and enjoy more gains. But it is quite clear that you need our help. Cracker Barrel is an A+ brand that, in our view, has not achieved an A+ performance because the Board lacks entrepreneurial talent. It also lacks board members who have placed a significant part of their net worth in the Company's stock.

Our involvement as the largest owner of the Company has been quite gainful for all shareholders. Cracker Barrel was undervalued and performing poorly before we appeared on the scene. Shortly after we demanded his ouster, Chairman and CEO Michael Woodhouse exited. Current management's performance appears reasonable in comparison to Woodhouse's dismal record. However, management's performance remains far from stellar. (At the tepid rate of growth in customer traffic in fiscal 2013, it will take about 30 years to recover the customers lost from 2005 through 2012.) There are a number of initiatives — strategic, operational, and financial — the Company should pursue to engender more shareholder value. In this letter, we will present one idea, centered on capital allocation.

Cracker Barrel generates more cash than it consumes. We advise against using surplus cash for the following options:

1. **Open new stores.** The idea of plowing money at a low return on invested capital is asinine. Incidentally, management should fully disclose the historical performance of its new stores so all shareholders can evaluate the sagacity of reinvestment. We believe the limited factual material submitted by the Company on new-store investments puts forward data that once all expenses are factored in, new-store investments have achieved a return below the Company's cost of capital. Fortunately, a significant slowdown has occurred in new store openings.

2. **Accumulate cash.** The idea of stockpiling cash when interest rates are nearly zero is also asinine. A return below cost of capital is obviously value destructive.

3. **Debt repayment.** Paying down debt when the financing environment is favorable is also asinine. Every dollar that reduces debt is achieving an after-tax return of *less than* 3%. The Company should lever up judiciously in order to take advantage of low interest rates, not delever when it holds over a billion dollars in real estate value.

The choices above — bad capex, cash accumulation (in a climate of nearly zero interest rates), or paying down debt (i.e., a suboptimal capital structure) — are all wretched strategic capital allocation alternatives. Over the past several months, we have discussed with you a proposal to return substantial cash to all owners by adjusting the capital structure in a manner that can build value for all. We have patiently and privately sought to reach a meeting of the minds, but you have been paying us mere lip service. Instead you issue a press release chock full of makeshift malarkey. As evidence, you cite that the Company has returned "approximately $18.5 million in cash through share repurchases during the past two fiscal years (through fiscal Q3 2013)." How could these repurchases be shareholder friendly when you turn around and issue more shares through stock options and grants as compensation to the Board and to management. Share count as reported for Q3 2011 was 22,975,567, and it was 23,785,827 for Q3 2013. Thus, shareholders have been diluted by the issuance of a net 810,260 shares. In other words, these additional shares have been issued to the Board and to employees with a current value of a whopping $85 million; yet you spin your verbiage as "returning cash to shareholders." The reality is that value was transferred *from* shareholders not *to* them. Therefore, don't do us owners any more favors by issuing stock options and grants at one price and then turning around and buying them back at an even higher price. Selling low and buying high is unwise; touting it as wise is mere idiocy.

We have an alternate plan: Because of Cracker Barrel's current debt and debt capacity, we believe that the Board should declare a $20 per share special dividend. As of May 3, 2013, Cracker Barrel had amassed $58.5 million of cash and cash equivalents. Long-term debt stood at $400 million, down from $525 million at the beginning of the Company's fiscal year. (The debt stood at over $900 million several years ago.) Moreover, as already noted, Cracker Barrel continues to generate cash in excess of what is required to maintain its business. We believe additional debt to fund the dividend would continue to leave the Company with a margin of safety given Cracker Barrel's powerful collection of real estate assets and earnings power. In fact, you have effectively indicated publicly that the Board is comfortable in adding debt to the Company's balance sheet with a proposal to purchase our shares. If you can buy our shares, you certainly have the money to issue a special dividend to all shareholders.[*]

In our view, Cracker Barrel is presently capitalized overconservatively. After incurring additional indebtedness to finance the proposed special dividend, Cracker Barrel would have a capital structure more appropriate to its business. Net debt would be around $800 million for a real estate, restaurant, and retail company with over $1 billion worth of real estate. Moreover, the cash flow coverage, in our view, would be more in line with that of its peer group.

Surely if Cracker Barrel's current credit facility would permit a buyback of our shares, then a similar accommodation by Cracker Barrel's lender could be created for the benefit of all shareholders. We think shareholders would welcome an ample return of their capital. And we hold a firm view that the shares of the Company will not fall by a corresponding $20 per share as a result of the dividend. We therefore believe that the alteration of the capital structure will be accretive to shareholder value.

Because of the Board's stonewalling of our ideas, we are going to take the matter to other shareholders in order to reduce capital allocation risk. We will not wait while the Board continues to dillydally with our shareholder plan. Our next step is to call a special meeting of Cracker Barrel's shareholders, which will give all owners the opportunity to vote on the special dividend. As you know, 20% of the ownership has the ability to demand a special meeting. As the lead investor in the Company, we plan to lead shareholders to more wealth creation.

We have been long term investors in Cracker Barrel. Resultantly, you would be best served to place us on the Board and forego all the time, energy, and shareholders' money to fight us. The Board ought to reach a practical resolution to seat us on the board. So long as we are significant stockholders and we believe there is room for fundamental improvement, we will pursue board seats. The idea that a 20% stockholder cannot get a minority position on the board is nonsensical. Nevertheless, while we will continue seeking only two board seats out of nine, we will also employ the corporate machinery to put to a vote a special dividend at a special meeting. Time is ripe to pay shareholders a $20 per share special dividend. You have no valid counterargument to deny us owners a significant dividend.

Rest assured: We are determined to remain relentless in our pursuit of additional value creation.

Sincerely,

/s/ Sardar Biglari

Sardar Biglari

[*] As you are aware, twice in the past year Cracker Barrel has offered to purchase all shares owned by Biglari Holdings Inc. and its affiliates, a transaction that would have resulted in a purchase price of approximately $305 million at the time the offer was made. With these funds alone, Cracker Barrel could have paid nearly a $13 per share special dividend that would have benefited *all* shareholders proportionately.

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, The Lion Fund II, L.P. (the "Lion Fund II") and Steak n Shake Operations, Inc. ("Steak n Shake") each own shares of Common Stock, par value $0.01 per share (the "Shares"), of Cracker Barrel Old Country Store, Inc., a Tennessee corporation (the "Company");

WHEREAS, by virtue of the relationships discussed in the Schedule 13D (as defined below), Sardar Biglari and Biglari Capital Corp. ("BCC") may be deemed to beneficially own the Shares owned by the Lion Fund II, and Sardar Biglari may be deemed to beneficially own the Shares owned by Steak n Shake;

WHEREAS, BCC intends to request that the Company call a special meeting of the Company's shareholders for the following purposes: (i) to approve a non-binding proposal for the Board of Directors of the Company (the "Board") to (a) declare and pay a special cash dividend of $20.00 per share to all shareholders as of a record date to be fixed by the Board, and (b) take any action necessary or advisable (including, without limitation, seeking to obtain any required amendment, consent or waiver under the Company's current credit agreement) in connection therewith, and (ii) to transact such other business as may properly come before the special meeting (items (i) and (ii) above are collectively referred to as the "Special Meeting Proposals");

WHEREAS, Sardar Biglari is the Chairman and Chief Executive Officer of BCC and Steak n Shake; and

WHEREAS, BCC, the Lion Fund II, Steak n Shake, Sardar Biglari and Philip L. Cooley wish to form a group for the purposes of seeking to request that the Company call a special meeting of shareholders to approve the Special Meeting Proposals and seeking approval of the Special Meeting Proposals at any special meeting called for such purpose, and for the purpose of taking all other action necessary or appropriate to achieve the foregoing.

NOW, IT IS AGREED, this 17th day of September, 2013 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned (collectively, the "Group") agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto (collectively, the "Schedule 13D"), with respect to the securities of the Company. Each member of the Group shall be responsible for the accuracy and completeness of his/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP ("Olshan") of (i) any of their purchases or sales of securities of the Company; or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. Notice shall be given no later than 24 hours after each such transaction.

3. Each of the undersigned agrees to form the Group for the purpose of (i) soliciting proxies or written consents to (a) request that the Company call a special meeting of shareholders to approve the Special Meeting Proposals and (b) approve the Special Meeting Proposals at any special meeting called for such purpose, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

4. BCC shall have the right to pre-approve all expenses incurred in connection with the Group's activities, and BCC will pay directly all such pre-approved expenses.

5. Each of the undersigned agrees that any Securities and Exchange Commission filing, press release or shareholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in Section 3 shall be first approved by BCC.

6. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase or sell securities of the Company, as he/it deems appropriate, in his/its sole discretion, provided that all such sales are made in compliance with all applicable securities laws.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

8. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the Federal and State Courts in the County of New York.

9. Any party hereto may terminate his/its obligations under this Agreement on 24 hours' prior written notice to all other parties, with a copy by fax to Steven Wolosky at Olshan, Fax No. (212) 451-2222.

10. Each party acknowledges that Olshan shall act as counsel for both the Group and BCC and its affiliates relating to their investment in the Company.

11. Each of the undersigned parties hereby agrees that this Agreement shall be filed as an exhibit to the Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

[Signature page follows]

SIGNATURE

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

BIGLARI CAPITAL CORP.

By: /s/ Sardar Biglari
Name: Sardar Biglari
Title: Chairman and Chief Executive Officer

THE LION FUND II, L.P.

By: BIGLARI CAPITAL CORP., its General Partner

By: /s/ Sardar Biglari
Name: Sardar Biglari
Title: Chairman and Chief Executive Officer

STEAK N SHAKE OPERATIONS, INC.

By: /s/ Sardar Biglari
Name: Sardar Biglari
Title: Chairman and Chief Executive Officer

/s/ Sardar Biglari
SARDAR BIGLARI

/s/ Philip L. Cooley
PHILIP L. COOLEY