

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): March 16, 2006

CBRL GROUP, INC.

Tennessee
(State or Other Jurisdiction
of Incorporation)

0-25225
(Commission File Number)

62-1749513
(I.R.S. Employer
Identification No.)

305 Hartmann Drive, Lebanon, Tennessee 37087

(615) 444-5533

Check the appropriate box if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

Wachovia Commitment Letter

On March 16, 2006, CBRL Group, Inc. (the "Company") entered into a commitment letter (the "Wachovia Commitment Letter") and related fee letter with Wachovia Bank, National Association ("Wachovia Bank") and Wachovia Capital Markets, LLC ("Wachovia Capital Markets" and, together with Wachovia Bank, the "Wachovia Parties"), pursuant to which, and subject to the terms and conditions set forth therein, the Wachovia Parties have agreed to provide the Company with a \$1.25 billion credit facility. The credit facility is expected to consist of a \$250 million revolving credit facility, an \$800 million initial term facility and a \$200 million delayed draw term facility.

The Company intends to use the proceeds from the credit facility to repurchase the Company's common stock, to refinance its existing indebtedness, to pay fees and expenses associated with the credit facility and for general corporate purposes. Wachovia's commitment terminates on the earlier of May 15, 2006, or the closing of the credit facilities and related transactions contemplated by the Wachovia Commitment Letter.

A copy of the Wachovia Commitment Letter agreement is attached to this current report on Form 8-K as Exhibit 99.1 and is incorporated by reference as though it were fully set forth herein. The foregoing summary description of the Wachovia Commitment Letter and the transactions contemplated thereby is not intended to be complete, and is qualified in its entirety by the complete text of the Wachovia Commitment Letter.

Compensatory Plans and Arrangements

On March 16, 2005, the following compensatory plans or arrangements were approved for certain officers and/or directors of the Company. Each of the plans or arrangements was established pursuant to and comprises a part of the 2002 Omnibus Incentive Compensation Plan (the "Omnibus Plan").

2006 Success Plan (the "Success Plan")

The Success Plan was adopted in order to reward certain key personnel, including certain executive officers of the Company and its subsidiaries, for undertaking and for various degrees of success in implementing the restructuring plan announced March 16, 2006. The restructuring (the "Restructuring Plan") includes implementation of a modified Dutch auction style tender offer in an amount of at least \$700 million and related financing (the "Tender Offer") and divestiture of the Company's wholly-owned subsidiary, Logan's Roadhouse, Inc. (the "Logan's Divestiture") at one of two levels of proceeds (the "Target Level" and the "Maximum Level").

The Success Plan includes a \$7.9 million bonus pool that will be paid to two groups of executives: the “CBRL Participants” and the “Logan’s Participants.” Bonuses under the Success Plan will be earned by CBRL Participants as follows:

- (a) twenty-five percent (25%) upon the earlier to occur of: (1) commencement of the Tender Offer; or (2) termination by the Board of the Restructuring Plan;
- (b) twenty-five percent (25%) upon the completion of the Tender Offer;
- (c) twenty-five percent (25%) upon completion of the Logan’s Divestiture; and
- (d) twenty five percent (25%) upon completion of the Logan’s Divestiture at the Maximum level.

Bonuses under the Success Plan will be earned by Logan’s Participants as follows:

- (a) fifty percent (50%) upon the earlier to occur of: (1) completion of the Tender Offer; or (2) termination by the Board of the plan for a Logan’s Divestiture;
- (b) seventy-five percent (75%) (inclusive of any amount to be paid pursuant to sub-section (a) above, subject to sub-section (c) below) upon completion of the Logan’s Divestiture at or above the Target level; and
- (c) one hundred percent (100%) (inclusive of any amount to be paid pursuant to sub-sections (a) and (b) above) upon completion of the Logan’s Divestiture at or above the Maximum level.

The maximum bonus to be paid under the Success Plan to the following executive officers of the Company, among others, if the Company reaches the maximum performance goals established by the Compensation and Stock Option Committee (the "Committee") is set forth in the chart below. At minimum levels, 25% will be paid in the case of the CBRL Participants and 50% will be paid in the case of the Logan’s Participants. If the performance level with respect to the Logan’s Divestiture is between the Target and the Maximum level, then each such officer shall receive a payment on a graduated scale. Bonuses are payable six months after the latest of: (a) completion of the Tender Offer; (b) completion of the Logan’s Divestiture; or (c) termination by the Board of the Restructuring Plan. The Committee also retains discretion to reduce or eliminate any Success Award.

<u>Name</u>	<u>Maximum Success Bonus</u>
Michael A. Woodhouse, Chairman of the Board and Chief Executive Officer	\$ 4.219 million
Lawrence E. White, Senior Vice President, Finance and Chief Financial Officer	\$ 1.052 million
N.B. Forrest Shoaf Senior Vice President and General Counsel	\$ 1.052 million
G. Thomas Vogel, President and Chief Operating Officer, Logan's Roadhouse, Inc.	\$ 844,000

Modification of awards under 2006 Annual Bonus Plan and LTI

Reference is made to Item 1.01 of the Company's Current Report on Form 8-K filed with the Commission on August 1, 2005 in which the Company disclosed the adoption of the FY 2006 Annual Bonus Plan ("ABP") and the FY 2006 LTI Plan (the "LTI") (which includes the 2006 Mid-term Incentive Retention Plan (the "MTIRP")).

Because of the strategic initiatives being undertaken in connection with the Restructuring Plan by the Company, the Committee has modified the performance factors used in the ABP and the LTI (including the MTIRP) to reflect, for Logan's participants, the Logan's Divestiture and the closure of three Logan's restaurants during the current fiscal year, and, for Cracker Barrel Old Country Stores ("Cracker Barrel") participants, expenditures that may be made to undertake certain initiatives to extend the Cracker Barrel brand image.

Restricted Share Grant to Cyril J. Taylor

On March 16, 2006, the Company awarded Mr. Taylor a restricted stock grant of 10,000 shares, which "cliff vest" 100% on March 16, 2011.

Change in Control Agreements

On March 16, 2005, the Company entered into change in control agreements with Cyril J. Taylor, President and Chief Operating Officer of Cracker Barrel, and G. Thomas Vogel, President of Logan's Roadhouse, Inc. ("Logan's"). Those agreements are filed, respectively, as Exhibits 99.2 and 99.3 to this Current Report on Form 8-K.

The change in control agreements provide that each of Mr. Taylor and Mr. Vogel will receive specified benefits if after a "change in control" (of the Company, in the case of Mr. Taylor, and of Logan's, in the case of Mr. Vogel) there is: (1) a material change in duties or responsibilities resulting in the assignment of duties and responsibilities inferior to the duties and responsibilities in effect at the time of change in control, (2) a reduction in salary or a material change in benefits (excluding discretionary bonuses), or (3) a change in the location of work assignments from the location at the time of change in control to any other location that is further than 50 miles away from the location at the time of change in control. The salary payments will equal 2.99 times the average salary and bonus for the 3 years prior to a change in control (including, when required, a gross-up payment to cover excise taxes), and benefits will include continuation of and payments for health benefits for a 2-year period (Mr. Taylor) and a one-year period (Mr. Vogel). Mr. Taylor's agreement defines "change in control" to include certain circumstances in which a person becomes the beneficial owner of securities representing 20% or more of the combined voting power of the Company's voting stock, a majority of the Company's Board changes within a 2-year period, or the Company merges, consolidates or reorganizes. Mr. Vogel's agreement defines "change in control" to include the Company's sale of Logan's (other than through a public offering of its stock) or the merger, consolidation or reorganization of Logan's. Mr. Vogel's agreement is similar (and complementary) to an agreement that he has with the Company regarding a "change in control" of the Company. The foregoing is only a summary of the agreements and is qualified in its entirety by reference to the agreements themselves, attached as Exhibits 99.2 and 99.3.

Item 1.02. Termination of a Material Definitive Agreement

See Item 1.01 above. In connection with the entry into the change of control agreement with Cyril J. Taylor, his prior change in control agreement was terminated. Mr. Taylor's former agreement was identical to the replacement agreement in all material respects with the exception that the salary payments were based on a factor of 2.0 times average salary and bonus rather than 2.99 times under the replacement agreement.

Item 7.01. Regulation FD Disclosure.

On March 16, 2006, CBRL Group, Inc. (the "Company") issued the press releases that are furnished as Exhibits 99.4, 99.5 and 99.6 to this Current Report on Form 8-K, each of which by this reference is incorporated herein as if copied verbatim. The press releases announce:

- (a) adoption by its Board of Directors of a restructuring plan that includes the incurrence of up to \$1.25 billion in indebtedness, \$800 million of which is intended to be used to implement a modified Dutch auction tender offer for shares of the Company's common stock;

- (b) proposed public offer of the stock of the Company's wholly-owned subsidiary, Logan's Roadhouse, Inc. pursuant to Rule 135 promulgated by the Commission; and
- (c) declaration of a cash dividend of thirteen cents per share, payable on May 8, 2006 to shareholders of record on April 14, 2006.

Item 9.01. Financial Statements and Exhibits.

- (a) Financial Statements. None
- (b) Pro Forma Financial Information. None
- (c) Exhibits.
 - 99.1 Commitment Letter for \$1.25 billion credit facility
 - 99.2 Change in Control Agreement with Cyril J. Taylor
 - 99.3 Change in Control Agreement with G. Thomas Vogel
 - 99.4 Press Release dated March 16, 2006 re: restructuring plan
 - 99.5 Rule 135 Notice re Logan's Roadhouse, Inc.
 - 99.6 Press Release dated March 16, 2006 re: dividend declaration

SIGNATURE

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.

Dated: March 16, 2006

CBRL GROUP, INC.

By: /S/ N.B. Forrest Shoaf

Name: N.B. Forrest Shoaf

Title: Senior Vice President, Secretary and General Counsel

**Wachovia Bank, National Association
Wachovia Capital Markets, LLC
One Wachovia Center
301 South College St.
Charlotte, NC 28288-0737**

CONFIDENTIAL

March 16, 2006

CBRL Group, Inc.
305 Hartmann Drive
Lebanon, Tennessee 37088-0787

Attention: Michael A. Woodhouse
Chairman, President and Chief Executive Officer

Re: Project Billboards Commitment Letter
\$1.25 Billion Senior Credit Facilities

Ladies and Gentlemen:

1. You have advised Wachovia Bank, National Association ("Wachovia Bank") and Wachovia Capital Markets, LLC ("Wachovia Capital Markets" and, together with Wachovia Bank, the "Wachovia Parties" or "we" or "us") that CBRL Group, Inc., a Tennessee corporation ("you" or the "Borrower"), intends to (a) repurchase outstanding common stock of the Borrower (the "Repurchase") and/or (b) pay a special dividend (the "Special Dividend") to each holder of the Borrower's common stock, in an aggregate amount for the Repurchase and the payment of any and all Special Dividends not to exceed \$775 million. The Repurchase, the Special Dividend and the Refinancing and the Credit Facilities referred to below are collectively referred to herein as the "Transactions".

2. You have also advised us that you propose to finance the Repurchase and the Special Dividend, refinance (or provide for the refinancing of) certain existing indebtedness of the Borrower and its subsidiaries (the "Refinancing"), pay related transaction fees and expenses and provide for other general corporate purposes (including, without limitation, providing for capital expenditures, share repurchases and payment of dividends) and ongoing working capital requirements with a package of debt financings in an aggregate principal amount of up to \$1.25 billion.

3. You have requested that we consider a full range of options for such debt financings and, after discussions with us, you have requested that these financings initially consist of senior secured credit facilities in the aggregate principal amount of up to \$1.25 billion (the "Credit Facilities"). The date on which the Transactions are consummated is referred to as the "Closing Date". The Sources and Uses of Funds Table (the "Sources and Uses Table") for the Transactions is attached hereto as Schedule I.

4. Based upon and subject to the foregoing and the terms and conditions set forth below, set forth in the Credit Facilities Summary of Proposed Terms and Conditions attached hereto as Exhibit A and set forth in the Conditions Precedent to Funding contained in Exhibit B (collectively the “Term Sheet”), Wachovia Bank, acting alone or through or with affiliates selected by it, is pleased to confirm to you its commitment to provide 100% of the Credit Facilities on the principal terms set forth herein and in the Term Sheet (such commitment being herein referred to as the “Commitment”).

5. The Commitment of Wachovia Bank and the undertakings of Wachovia Capital Markets hereunder are subject to: (a) your written acceptance, and compliance with the terms and conditions, of a letter from the Wachovia Parties to you of even date herewith (the “Fee Letter”) pursuant to which you agree to pay, or cause to be paid, to the Wachovia Parties certain fees and to fulfill certain other obligations in connection with the Credit Facilities; (b) our being satisfied that, after the date hereof and until the earlier of (i) completion of a successful syndication of the Credit Facilities and (ii) 180 days after the Closing Date, none of the Borrower or any of its subsidiaries shall have syndicated or issued, attempted to syndicate or issue, or announced the syndication or issuance of, any debt or equity facility or debt or equity security (including convertibles) of any of them, including renewals or refinancings thereof, other than the Credit Facilities without our prior written consent; (c) our not having discovered or otherwise become aware of any information not previously disclosed to us that is inconsistent in a material and adverse manner with the information provided to us prior to the date hereof with respect to, (i) the business, operations, condition (financial or otherwise), assets or liabilities (contingent or otherwise) or prospects of the Borrower and its subsidiaries, taken as a whole or (ii) the Transactions; (d) since July 29, 2005, there not having occurred any material adverse condition or material adverse change in or affecting, or the occurrence of any event, circumstance or condition that could reasonably be expected to result in a material adverse change in or affecting, the business, operations, condition (financial or otherwise), assets or liabilities (whether actual or contingent) or prospects of the Borrower and its subsidiaries, taken as a whole; and (e) the satisfaction of all other conditions described herein and in the Term Sheet and your compliance with the other terms and conditions set forth herein and therein.

6. It is agreed that Wachovia Capital Markets, acting alone or through or with affiliates selected by it, will act as sole lead bookrunning manager and sole lead arranger (in such capacities, the “Arranger”), for a syndicate of financial institutions and other entities (together with Wachovia Bank, the “Lenders”) that Wachovia Capital Markets intends to form to provide all or a portion of the Credit Facilities, and that (a) the Commitment of Wachovia Bank hereunder will be reduced dollar-for-dollar as and when commitments are received from the Lenders and (b) you will not engage, solicit or otherwise consult with any bank, investment bank, financial institution or other person or entity, other than the Wachovia Parties, regarding any credit facilities, bridge facilities or syndicated debt facilities to finance all or part of the Transactions.

7. (a) You agree to actively assist us (using your commercially reasonable efforts) in achieving a timely syndication of the Credit Facilities that is satisfactory to us and, solely in respect of the Revolving Credit Facility (as defined in the Term Sheet), reasonably satisfactory to you, which we intend to conduct before the closing of the Credit Facilities (but which we reserve the right to conduct, and continue to conduct, after the closing of the Credit Facilities), and you agree that we shall have had a reasonable opportunity and reasonable period of time in which to complete such syndication. The syndication efforts will be accomplished by a variety of means, including direct contact during the syndication between senior management, advisors and affiliates of you, on the one hand, and the proposed Lenders on the other hand, and your hosting, with the Arranger, one or more meetings with prospective Lenders and various rating agencies at such times and places as we may reasonably request. You agree, upon our request, to (i) provide, and cause your affiliates and advisors to provide, to the Arranger and each of the Lenders all information reasonably requested by the Arranger to successfully complete the

syndication, including the information and projections (including updated projections) contemplated hereby, (ii) assist, and cause your affiliates and advisors to assist, in the preparation of one or more Confidential Information Memoranda and other marketing materials (for the contents of which you shall be solely responsible) with the Arranger, as reasonably requested by the Arranger, to be used in connection with the syndication, including making available your representatives on reasonable prior notice and at reasonable times and places, and (iii) ensure that the Credit Facilities have each received a public surveillance rating from Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), and Moody's Investors Service, Inc. ("Moody's"), at least 20 days prior to the Closing Date. You also agree to use your reasonable efforts to assist our syndication efforts through your existing lending relationships. The Arranger reserves the right to engage the services of its affiliates in furnishing the services to be performed as contemplated herein and to allocate (in whole or in part) to any such affiliates any fees payable to them in such manner as it and its affiliates may agree in their sole discretion. You agree that each of the Wachovia Parties may share with any of their respective officers, affiliates and advisors any information related to the Transactions or any other matter contemplated hereby, on a confidential basis.

(b) You hereby acknowledge and agree that the Wachovia Parties will make available the Information (as defined below), Projections (as defined below) and other marketing materials and presentations, including information memoranda (collectively, "Informational Materials"), to the potential Lenders by posting the Informational Materials on Syndtrak Online or by other similar electronic means (collectively, "Electronic Means"). You hereby further acknowledge and agree that (i) potential Lenders may not wish to receive material non-public information with respect to the Borrower and its subsidiaries or any of their respective securities (the "Public Lenders"), (ii) you will assist, and cause your affiliates and advisors to assist, in the preparation of one or more versions of Information Memoranda and other marketing materials and presentations with the Arranger, as reasonably requested by the Arranger, to be used in connection with the syndication of the Credit Facilities to Public Lenders, which will only include Informational Materials and any other information, data and materials that are either (A) publicly available or (B) not material with respect to the Borrower and its subsidiaries or any of their respective securities for purposes of United States federal and state securities laws (such Informational Materials and any other information, data and materials, collectively, "Public Information"), (iii) you will identify and conspicuously mark any Informational Materials that consist solely of Public Information as "*PUBLIC*", (iv) you will identify and conspicuously mark any Informational Materials that include any information, data and materials that are not Public Information as "*PRIVATE AND CONFIDENTIAL*", and (v) Informational Materials made available to potential Lenders, including, without limitation, through Electronic Means, shall clearly identify that such Informational Materials are either "*PUBLIC*" or "*PRIVATE AND CONFIDENTIAL*".

8. The Arranger (and/or one or more of its affiliates) will manage all aspects of the syndication of each of the Credit Facilities (in consultation with you), including decisions as to the selection of potential Lenders to be approached and when they will be approached, when their commitments will be accepted, when Lenders will participate and the final allocations of the commitments among the Lenders, and the Arranger will exclusively perform all functions and exercise all authority as are customarily performed and exercised in such capacities, including selecting counsel for the Lenders and negotiating the definitive credit agreement, guarantees, security arrangements and related documentation for the Credit Facilities consistent with the terms and conditions hereof and of the Term Sheet and otherwise in form and substance satisfactory to the Wachovia Parties (the "Credit Documentation"). Any agent or arranger or other titles or roles awarded to other Lenders are subject to the Arranger's prior written approval and in any event shall not entail any role with respect to the matters referred to in this paragraph without the Arranger's prior written consent. You agree that no Lender will receive compensation outside the terms contained herein and in the Fee Letter in order to obtain its

commitment to participate in the Credit Facilities without the prior written consent of the Borrower and that the Arranger shall have sole discretion with respect to the allocation and distribution of fees among the Lenders. Wachovia Bank shall act as sole and exclusive administrative agent (in such capacity, the "Administrative Agent") for the Credit Facilities.

9. The terms and conditions of this Commitment Letter do not summarize all of the terms, conditions, covenants, representations, warranties and other provisions that will be contained in the Credit Documentation and the documentation for the Transactions. The Wachovia Parties shall have the right to require that the Credit Documentation be prepared by the Wachovia Parties' counsel and include, in addition to the provisions outlined herein and in the Term Sheet, provisions not inconsistent herewith or with the Term Sheet considered appropriate by the Wachovia Parties for this type of financing transaction, such provisions to be mutually agreed by you and the Wachovia Parties.

10. Wachovia Bank's Commitment and Wachovia Capital Markets' undertakings as set forth herein are also subject to the conditions that (and you hereby represent and warrant that) (a) all information (other than the Projections, as defined below) concerning the Borrower and its subsidiaries and the Transactions (the "Information") that has been or will be made available to the Wachovia Parties or the Lenders by you or any of your representatives or affiliates is, or will be when furnished, complete and correct in all material respects and does not, or will not when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements are made, and (b) all financial projections concerning the Borrower and its subsidiaries that have been or will be made available to the Wachovia Parties or the Lenders by you or any of your representatives or affiliates (the "Projections") have been or will be prepared in good faith based upon reasonable assumptions at the time they were made. You agree to supplement, or cause to be supplemented, the Information and the Projections from time to time until the Closing Date and, if requested by the Arranger, for a period after the Closing Date, such period to end upon the completion of successful syndication of the Credit Facilities, so that the conditions contained in the preceding sentence remain correct in all material respects. In syndicating the Credit Facilities, we will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent check or verification thereof.

11. You hereby agree to reimburse the Wachovia Parties from time to time on demand, including on the Closing Date and from time to time thereafter, for all of their reasonable out-of-pocket expenses (including, without limitation, all reasonable due diligence investigation expenses, fees of consultants, syndication expenses (including printing, distribution and bank meetings), all CUSIP fees for registration with the S&P CUSIP Service Bureau (the "CUSIP Bureau"), travel expenses, duplication fees and expenses, audit fees, search fees, filing and recording fees and the reasonable fees, disbursements and other charges of Shearman & Sterling LLP, as counsel to the Wachovia Parties (and any local or special counsel selected by them in connection with the Transactions) and any sales, use or similar taxes (and any addition to such taxes) related to any of the foregoing)¹, incurred in connection with the preparation, negotiation, execution and delivery, any waiver or modification and any collection or enforcement of this Commitment Letter, the Fee Letter, the Credit Documentation and all of the other transactions described herein and in any definitive documentation and advice in connection with any and all of the foregoing.

12. You hereby indemnify and hold harmless the Wachovia Parties and the Lenders and each of their respective affiliates, directors, officers, employees, partners, representatives and agents (collectively, the "Indemnified Parties") from and against any and all actions, suits, losses, claims, damages and liabilities of any kind or nature, joint or several, to which such Indemnified Parties may become subject, related to or arising out of any element of the Transactions contemplated herein, including without limitation the execution and delivery of this Commitment Letter, the execution and delivery of the Credit Documentation and the use of proceeds thereunder, and the closing of the Transactions, and to reimburse the Indemnified Parties for all properly documented out-of-pocket expenses (including reasonable attorneys' fees, expenses and charges) on demand as they become payable to the providers in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding arising therefrom and in connection with the preparation and delivery of this Commitment Letter and any definitive documentation and advice in connection therewith; *provided, however*, that no Indemnified Party shall have any right to indemnification for any of the foregoing to the extent resulting from its own gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you or any of your affiliates, directors, equity holders or creditors or an Indemnified Party or any other person and whether or not any Indemnified Party is otherwise a party thereto. This Commitment Letter is addressed solely to you, and neither Wachovia Bank, Wachovia Capital Markets nor the Arranger or any other Wachovia Party shall be liable to you, your affiliates or any other person for any indirect or consequential damages that may be alleged as a result of this Commitment Letter or any element of the Transactions or in respect of transmission of materials by electronic means.

¹ It being understood that the total out-of-pocket expenses to be reimbursed, excluding the fees, disbursements and other charges of Shearman & Sterling LLP and other local and special counsel, shall not exceed \$150,000.

13. You agree that, without our prior written consent, neither you nor any of your affiliates will settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification has been or could be sought under the indemnification provisions hereof (whether or not any Indemnified Party is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent (a) includes a full and unconditional written release of each Indemnified Party from all liability arising out of such claim, action or proceeding and (b) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party. Your indemnity obligations set forth in paragraph 12 with respect to any Indemnified Party shall not apply to any settlement entered into by such Indemnified Party without your consent (which consent shall not be unreasonably withheld); provided, however, such indemnity obligations shall apply to any such settlement in the event that you were offered the ability to assume the defense of the action that was the subject matter of such settlement and elected not to assume such defense in a timely manner.

14. In the event that an Indemnified Party is requested or required to appear as a witness in any action brought by or on behalf of or against you or any of your subsidiaries or affiliates in which such Indemnified Party is not named as a defendant, you agree to reimburse such Indemnified Party for all reasonable expenses incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and expenses of its legal counsel.

15. Nothing contained herein shall limit or preclude the Wachovia Parties or any of their affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor in, any party whatsoever, including without limitation any competitor, supplier or customer of you or any of your affiliates, or any other party that may have interests different than or adverse to such parties.

16. You acknowledge that the Arranger and its affiliates (the term "Arranger" as used in this paragraph being understood to include such affiliates) may be providing debt financing, equity capital or other services (including financial and other advisory services) to other companies, persons or entities with which you or your affiliates may have conflicting interests regarding the Transactions and otherwise, and the Arranger may be providing various advisory services to the Board of Directors in

connection with the Repurchase, the Special Dividend and otherwise, and that the Arranger may act as it deems appropriate in acting in such capacities. You and your affiliates further acknowledge and agree that, in connection with all aspects of the Transactions and the transactions contemplated by this Commitment Letter, you and your affiliates, on the one hand, and the Arranger, on the other hand, have an arm's-length business relationship that creates no fiduciary duty on the part of the Arranger and each expressly disclaims any fiduciary relationship. The Arranger will not use confidential information obtained from you in connection with the performance by the Arranger of services for other companies, persons or entities and will not furnish any such information to other companies, persons or entities. You also acknowledge that the Arranger has no obligation in connection with the Transactions to use, or to furnish to you, confidential information obtained from other companies or entities. You further acknowledge and agree to the disclosure by us (a) of information relating to the Credit Facilities to "Gold Sheets" and other similar bank trade publications and (b) of information relating to the Credit Facilities and the Borrower in connection with obtaining a published CUSIP from the CUSIP Bureau.

17. This Commitment Letter and the Fee Letter and the contents hereof and thereof are confidential and, except for the disclosure hereof or thereof on a confidential basis to your accountants, attorneys and other professional advisors retained in connection with the Transactions or as otherwise required by law, may not be disclosed in whole or in part to any person or entity without our prior written consent; *provided, however*, it is understood and agreed that you may disclose, after your acceptance of this Commitment Letter and the Fee Letter, if applicable, (a) this Commitment Letter and the Fee Letter on a confidential basis to the board of directors, certain members of senior management and advisors (including, without limitation, public accountants) of the Borrower in connection with their consideration of the Transactions, and (b) such documents (excluding the Fee Letter) in any required filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges. In addition, the Wachovia Parties shall be permitted to use information related to the syndication and arrangement of the Credit Facilities in connection with marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality obligations or disclosure restrictions reasonably requested by you. Furthermore, the Wachovia Parties hereby notify you that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "Patriot Act"), each of them is required to obtain, verify and record information that identifies you in accordance with the Patriot Act. If you do show or circulate this Commitment Letter, the Fee Letter or the Term Sheet, or disclose the contents hereof or thereof, in breach of the provisions of this paragraph, then you shall be deemed to have accepted this Commitment Letter and the Fee Letter.

18. The provisions of paragraphs 11, 12, 13, 14, 15, 16, and 17 shall survive any termination or expiration of this Commitment Letter or the Commitment of Wachovia Bank or the undertakings of Wachovia Capital Markets set forth herein, and the provisions of paragraphs 6, 7, 9 and 10 shall survive until completion of syndication of the Credit Facilities.

19. The Wachovia Parties shall have the right to review and approve any public announcement or public filing made after the date hereof relating to the Credit Facilities or to any of the Wachovia Parties or any of their affiliates before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed). You shall have the right to review and approve any public announcement or public filing made after the date hereof relating to the Credit Facilities or to you or any of your affiliates before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed).

20. This Commitment Letter and the Commitment of Wachovia Bank and the undertakings of Wachovia Capital Markets set forth herein shall, in the event this Commitment Letter is accepted by you as provided in the last paragraph hereof, automatically terminate without further action

or notice at 5:00 p.m. (New York time) on May 15, 2006, if the consummation of the Transactions and the Closing Date shall not have occurred by such time.

21. This Commitment Letter and the commitments and agreements hereunder shall not be assignable by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment shall be void and of no effect; *provided, however*, that nothing contained in *this paragraph* shall prohibit us (in our sole discretion) from (a) performing any of our duties hereunder through any of our affiliates, and you will owe any related duties (including those set forth above) to any such affiliate, and (b) granting participations in, or selling (in consultation with you) assignments of all or a portion of, the Commitment or the advances under the Credit Facilities pursuant to arrangements reasonably satisfactory to us. This Commitment Letter is solely for the benefit of the parties hereto and does not confer any benefits upon, or create any rights in favor of, any other person.

22. Any notice given pursuant to this Commitment Letter shall be mailed or hand delivered in writing, if to (a) you, at your address set forth on page one hereof, with a copy to Gary M. Brown, at Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, Commerce Center, Suite 1000, 211 Commerce Street, Nashville, Tennessee 37201; and (b) any Wachovia Party, at One Wachovia Center, 301 South College Street, Charlotte, North Carolina 28288-0604, NC0737, Attention: Richard DiDonato, with a copy, to Michael I. Zinder, at Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022.

23. THIS COMMITMENT LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THIS COMMITMENT LETTER AND THE FEE LETTER CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ANY PREVIOUS AGREEMENT, WRITTEN OR ORAL, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF. EACH OF THE PARTIES HERETO WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, THE FEE LETTER, EACH ELEMENT OF THE TRANSACTIONS OR THE PERFORMANCE BY US OR ANY OF OUR AFFILIATES OF THE SERVICES CONTEMPLATED HEREBY. IN ADDITION, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS COMMITMENT LETTER, THE FEE LETTER, OR THE TRANSACTIONS OR THE PERFORMANCE OF ANY OF THE PARTIES HEREUNDER, YOU HEREBY IRREVOCABLY (A) SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK, NEW YORK; (B) AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT; (C) WAIVE THE DEFENSE OF ANY INCONVENIENT FORUM TO SUCH NEW YORK STATE OR FEDERAL COURT; (D) AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANOTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW; (E) TO THE EXTENT THAT YOU OR YOUR PROPERTIES OR ASSETS HAVE OR HEREAFTER MAY HAVE ACQUIRED OR BE ENTITLED TO IMMUNITY (SOVEREIGN OR OTHERWISE) FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF A JUDGMENT OR FROM EXECUTION OF A JUDGMENT OR OTHERWISE), FOR YOURSELF OR YOUR PROPERTIES OR ASSETS, AGREE NOT TO CLAIM ANY SUCH

IMMUNITY AND WAIVE SUCH IMMUNITY; AND (F) CONSENT TO SERVICE OF PROCESS BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO YOU AT YOUR ADDRESS SET FORTH ON THE FIRST PAGE OF THIS COMMITMENT LETTER AND AGREE THAT SUCH SERVICE SHALL BE EFFECTIVE WHEN SENT OR DELIVERED. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Commitment Letter by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart.

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If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Commitment Letter and returning it to the Arranger, together with an executed counterpart of the Fee Letter, by no later than 5:00 p.m. (New York time) on March 16, 2006. This Commitment Letter, the Commitment of Wachovia Bank and undertakings of Wachovia Capital Markets set forth herein and the agreement of the Arranger to provide the services set forth herein shall automatically terminate at such time without further action or notice unless signed counterparts of this Commitment Letter and the Fee Letter shall have been delivered to the Arranger in accordance with the terms of the immediately preceding sentence.

Sincerely,

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /S/ L. Richard

DiDenato

Name: L. Richard DiDenato

Title: Managing Director

WACHOVIA CAPITAL MARKETS, LLC

By: /S/ L. Richard

DiDenato

Name: L. Richard DiDenato

Title: Managing Director

The provisions of this Commitment Letter are agreed to and accepted as of the date first above written:

CBRL GROUP, INC.

By: /S/ Lawrence E. White

Name: Lawrence E. White

Title: SVP & CFO

ESTIMATED SOURCES AND USES OF FUNDS TABLE
(\$ millions)

<u>Sources</u>		<u>Uses</u>	
Revolving Credit Facility	0.0 ²	Repurchase and/or Special Dividend	770.9
Term Facility	800.0 ³	Refinancing of Existing Revolver	14.8
		Transaction Costs and Expenses	14.3
Total Sources	<u>800.0</u>	Total Uses	<u>800.0</u>

² Commitment of \$250 million; \$0 expected to be drawn at closing.

³ Commitment of \$1 billion; \$800 million to be drawn at closing and \$200 million to be drawn as Delayed Draw Term Loan.

US\$1,250,000,000

**SENIOR CREDIT FACILITIES
SUMMARY OF PROPOSED TERMS AND CONDITIONS**

Capitalized terms not otherwise defined herein have the same meanings as specified therefor in the Commitment Letter to which this Summary of Proposed Terms and Conditions is attached.

- Borrower:** CBRL Group, Inc. a Tennessee corporation (hereinafter, the "Borrower").
- Sole Lead Arranger and Book Runner:** Wachovia Capital Markets, LLC will act as sole lead arranger and sole bookrunning manager (in such capacities, the "Arranger").
- Administrative Agent:** Wachovia Bank, National Association (in such capacity, the "Administrative Agent").
- Lenders:** Wachovia Bank, National Association and a syndicate of financial institutions and other entities (each a "Lender", and collectively, the "Lenders") arranged by the Arranger in consultation with the Borrower.
- Closing Date:** On or before May 15, 2006 (the "Closing Date").
- Credit Facilities:** Senior secured credit facilities (the "Credit Facilities") in an aggregate principal amount of up to \$1.25 billion, such Credit Facilities comprising:
- (a) Revolving Credit Loans. A revolving credit facility (with a subfacility of up to \$50 million for letters of credit and a subfacility of up to \$25 million for swing line loans, each on customary terms and conditions with compensation to be agreed) in an aggregate principal amount of up to \$250 million (the "Revolving Credit Facility"); and
 - (b) Term Loan. A term loan facility in an aggregate principal amount of up to \$1 billion, up to \$800 million of which will be available to be drawn in a single advance on the Closing Date (the "Initial Term Loan") and up to \$200 million of which will be available to be drawn in either a single drawing or two drawings of equal principal amounts, in each case within 18 months after the Closing Date (the "Delayed Draw Term Loan"; together with the Initial Term Loan, the "Term Facility").
- Use of Proceeds:** The proceeds of the Initial Term Loan shall be used on the Closing Date to finance (a) the consummation of the Repurchase and the Special Dividend, (b) the refinancing of all existing indebtedness of the Borrower and its subsidiaries, other than existing capital leases and the Convertible Notes referred to in the immediately succeeding sentence (collectively, the "Refinancings") and (c) the payment of fees and expenses incurred in connection with the Transactions. The proceeds of the Delayed Draw Term Loan will be used to refinance in full the Borrower's 3.0% Zero-Coupon Contingently Convertible Senior Notes (the "Convertible Notes") and for other general corporate purposes, including the payment of dividends and the repurchase of its outstanding common stock.
- The Revolving Credit Facility shall be used to provide ongoing working capital and for other general corporate purposes of the Borrower and its subsidiaries.

Availability:

No advances may be made under the Revolving Credit Facility on the Closing Date. Thereafter, loans under the Revolving Credit Facility will be available at any time prior to the final maturity of the Revolving Credit Facility, in minimum principal amounts and upon notice period to be agreed upon. Advances repaid or prepaid may be reborrowed.

The Initial Term Loan will be available in a single drawing on the Closing Date. The Delayed Draw Term Loan will be available in either a single drawing or two drawings of equal principal amounts, in each case within 18 months after the Closing Date. Advances under the Term Facility that are repaid or prepaid may not be reborrowed.

Documentation:

Customary for facilities similar to the Credit Facilities and otherwise satisfactory to the Lenders. The documentation for the Credit Facilities will include, among others, a credit agreement (the "Credit Agreement"), guarantees and appropriate pledge and related security documents (collectively, the "Credit Documentation"), all consistent with this Term Sheet. The Borrower and the Guarantors (as defined below under "Guarantors") are herein referred to as the "Loan Parties" and individually as a "Loan Party."

Guarantors:

The obligations of the Borrower under the Credit Facilities and under any hedging arrangements with the Lenders and their affiliates shall be unconditionally guaranteed, on a joint and several basis, by each direct and indirect subsidiary of the Borrower (each a "Guarantor"; and its guarantee being referred to herein as a "Guarantee"), *provided* that any subsidiary that is a "*controlled foreign corporation*" (a "CFC") under Section 957 of the Internal Revenue Code shall be required to provide a guarantee only to the extent such guarantee would not result in a material tax liability. All Guarantees will be guarantees of payment and not merely of collection. The Guarantees are subject to the third paragraph under "Negative Covenants" in respect of Permitted Disposition (as defined below).

Security: There shall be granted to the Administrative Agent for the benefit of the Lenders valid and perfected first priority (subject to certain exceptions to be set forth in the Credit Documentation (including the third paragraph under “Negative Covenants” in respect of Permitted Disposition) and to be satisfactory to the Arranger) liens and security interests in all of the following (whether now owned or hereafter owned or created):

(a) All present and future capital stock or other membership, equity, ownership or profit interests of or in each of the present and future subsidiaries of the Borrower and each of the Guarantors; and

(b) All proceeds and products of the property and assets described in clauses (a) and (b) above.

All of the foregoing are collectively referred to as the “Collateral” (it being understood that, unless otherwise specified, none of the foregoing shall be subject to any other liens or security interests, except for certain customary exceptions to be agreed upon). All such security interests will be created pursuant to and shall comply with Credit Documentation reasonably satisfactory in all respects to the Arranger. On the Closing Date, such security interests shall have become perfected (or arrangements for the perfection thereof reasonably satisfactory to the Arranger shall have been made) and shall also secure any interest rate hedging arrangements with any Lenders or their affiliates.

Final Maturity: The final maturity of the Revolving Credit Facility will occur on the fifth anniversary of the Closing Date and the commitments with respect to the Revolving Credit Facility shall automatically terminate on such date.

The final maturity of the Term Facility will occur on the seventh anniversary of the Closing Date.

Amortization: The Revolving Credit Facility will be payable in full upon final maturity.

The Term Facility shall amortize in equal quarterly installments of 0.25% of the original principal amount of the Term Facility during the first six years and nine months thereof and the remaining balance at final maturity thereof.

Interest Rates and Fees: Interest rates and fees in connection with the Credit Facilities will be as specified in the Fee Letter and on Annex I attached hereto.

Mandatory Prepayments/ Reductions in Commitment: The Credit Facilities will be required to be prepaid with (a) 100% of the net cash proceeds of all asset sales and other asset dispositions and all Extraordinary Receipts (to be defined as cash received not in the ordinary course of business, including pension plan reversions, insurance proceeds, condemnation awards and indemnity payments but to exclude proceeds of insurance, condemnation awards and indemnity payments applied to pay applicable third party claims) (subject to baskets, 365-day reinvestment provisions and other limited exceptions (including (i) the sale of certain real property of Cracker Barrel Old Country Store, Inc., a subsidiary of the Borrower (“Cracker Barrel”), and of Logan’s Roadhouse, Inc., a subsidiary of the Borrower (“Logan’s”), (ii) the Permitted Disposition and (iii) the sale or disposition of ten restaurants that ceased operating in February of 2006) to be agreed upon), (b) 100% of the net cash proceeds of the issuance or incurrence of debt other than securities or other financing arrangements reasonably acceptable to the Wachovia Parties (subject to baskets and other exceptions, including an amount of debt to be permitted under the Credit Facilities, to be agreed upon), (c) 100% of the net proceeds from any issuance of equity securities or from any capital contribution (with exceptions (including proceeds in respect of the exercise of stock options with employees) to be agreed upon), and (d) 50% (or, if the Leverage Ratio (as defined below) is 2.5:1 or less, 25%) of Excess Cash Flow (to be defined as EBITDA, minus income tax payments, capital expenditures, regularly scheduled principal payments of funded debt, prepayments of the Term Facility and dividends, distributions and repurchases in respect of equity interests, in each case paid in cash and as permitted under the Credit Facilities).

Any application of a mandatory prepayment shall be applied *first*, to the outstanding principal balance of the Term Facility, and *second*, to the outstanding principal balance of the Revolving Credit Facility (but without a permanent reduction in the aggregate amount of the Revolving Credit Facility except in the case of prepayments under *clause (a)* above) equal to the aggregate amount of such required prepayments. Any mandatory prepayment of the Term Facility shall be applied to the principal repayment installments thereof on a *pro rata* basis.

Voluntary Prepayments/ Reductions in Commitment: Advances under the Credit Facilities may be prepaid and unused commitments under the Revolving Credit Facility may be reduced at any time, in whole or in part, at the option of the Borrower, upon notice and in minimum principal amounts and in multiples to be agreed upon, without premium or penalty (except, in the case of LIBOR borrowings, breakage costs related to prepayments not made on the last day of the relevant interest period). Any prepayment of the Term Facility shall be applied to the principal repayment installments thereof on a *pro rata* basis.

Conditions to Initial Advances: The making of the initial advances under the Credit Facilities shall be subject to conditions precedent that are customary for facilities similar to the Credit Facilities, including the conditions precedent set forth in the Commitment Letter and *Exhibit B* hereto.

Conditions to All Extensions of Credit:

Each extension of credit under the Credit Facilities will be subject to customary conditions precedent, including the (a) absence of any default, and (b) continued accuracy of representations and warranties.

Representations and Warranties:

Applicable to the Loan Parties and their subsidiaries, usual and customary for facilities of this type and such others as may be reasonably required by the Arranger, including without limitation, financial statements; due authorization, execution and delivery of appropriate documents; no conflict with laws or material agreements; legal, valid and binding agreements; absence of material litigation, investigations or environmental liabilities; ERISA; possession of all necessary consents, approvals, licenses and permits; compliance with all applicable laws and regulations including Regulations U and X and the Patriot Act and as to not being a sanctioned person; payment of taxes and other obligations; ownership of properties; insurance; solvency; labor matters; intellectual property; collateral security interests; absence of any material adverse change in the business, operations, condition (financial or otherwise), assets or liabilities (whether actual or contingent) or prospects of the Loan Parties and their subsidiaries taken as a whole; accuracy of information, including in any confidential information memorandum, and accuracy of representations in documentation in respect of the Repurchase and the Special Dividend in all material respects; and treatment of the Credit Facilities as senior debt and designated senior debt under all subordinated debt.

Affirmative Covenants:

Applicable to the Loan Parties and their subsidiaries, usual and customary for facilities of this type and such others as may be reasonably required by the Arranger, including without limitation, the following: use of proceeds; payment of other material obligations; continuation of business and maintenance of existence and rights and privileges; maintenance of all necessary consents, approvals, licenses and permits; compliance with laws and regulations (including environmental laws and the Patriot Act); maintenance of property and insurance (including hazard and business interruption insurance); maintenance of books and records; right of the Lenders to inspect property and books and records at reasonable times with (so long as no default has occurred and been continuing) reasonable prior notice; notices of defaults, material litigation and other material events; financial reporting (including annual audited and quarterly unaudited financial statements and annual updated budgets); best efforts to maintain public surveillance ratings with S&P and Moody's; and further assurances (including, without limitation, with respect to security interests in any after-acquired capital stock of subsidiaries).

Negative Covenants:

Applicable to the Loan Parties and their subsidiaries, usual and customary for facilities of this type and such others as may be reasonably required by the Arranger, including, but not limited to, limitation on indebtedness; limitation on liens; limitation on further negative pledges; limitation on investments, including acquisitions (and in any event, no hostile acquisitions); limitation on dividends, distributions, issuances of equity interests, redemptions and repurchases of equity interests (other than the Repurchase and payment of the Special Dividend and other exceptions to be agreed); limitation on mergers, acquisitions and asset sales; limitation on contingent obligations and guarantees; limitation on sale-leaseback transactions; limitation on prepayments, redemptions and purchases of subordinated and certain other indebtedness; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in business, fiscal year and accounting practices; limitation on speculative transactions; limitation on amendment of organic documents and material contracts; limitation on capital expenditures; and limitation on creation of subsidiaries.

Notwithstanding the foregoing limitations, so long as (a) no Event of Default shall have occurred and be continuing, (b) after giving effect thereto the Leverage Ratio shall not exceed 3.75:1 and the Borrower and its subsidiaries shall be otherwise in compliance with all the financial covenants and (c) the purchase or offering price paid to the Borrower and its subsidiaries shall be no less than the fair market value thereof, the Borrower and its subsidiaries may consummate the sale of assets or capital stock (including through a spin-off) and/or initial public offering of all or any portion of the capital stock of Logan's (any such sale or public offering, a "Permitted Disposition").

Upon a Permitted Disposition (other than a Permitted Disposition in respect of a portion of the capital stock of Logan's that results in a majority ownership of Logan's by the Borrower), the Guarantee made by Logan's and the pledge of the capital stock in Logan's pursuant to the Credit Documentation shall be released by the Administrative Agent on behalf of the Lenders.

In addition, notwithstanding the foregoing limitations, so long as no Event of Default shall have occurred and be continuing and the Borrower and its subsidiaries shall be in *pro forma* compliance with all the financial covenants, (a) (i) subject to the mandatory prepayment provisions set forth under "Mandatory Prepayments/Reductions in Commitment" above, Cracker Barrel may sell real property with a fair market value in an aggregate amount not to exceed \$150 million, so long as the aggregate fair market value of the real property sold in each fiscal year is less than \$50 million and (ii) in addition to clause (a)(i), Cracker Barrel may sell real property with a fair market value in an aggregate amount not to exceed \$100 million without using the proceeds thereof to prepay the Credit Facilities and (b) (i) subject to the mandatory prepayment provisions set forth under "Mandatory Prepayments/Reductions in Commitment" above, Logan's may sell real property in an aggregate fair market value of less than \$5 million in any fiscal year and (ii) in addition to clause (b)(i), Logan's may sell its real property without using the proceeds thereof to prepay the Credit Facilities, *provided* that if the fair market value of any real property of Logan's being sold pursuant to this clause (b)(ii), when aggregated with the fair market value of other real property sold by Logan's pursuant to this clause (b)(ii) in the then-current fiscal year, shall exceed \$5 million, and the Leverage Ratio after giving effect thereto shall exceed 3.75:1, the proceeds of such sale shall be subject to the mandatory prepayment provisions set forth under "Mandatory Prepayments/Reductions in Commitment" above.

Financial Covenants:

- (a) Maximum Leverage Ratio: Ratio of total Debt for Borrowed Money at any time to EBITDA for the most recent four consecutive quarters in an amount not to exceed 4.5:1.0 initially, with step-downs to be mutually determined; and
- (b) Minimum Interest Coverage Ratio: Ratio of consolidated EBITDA to consolidated net cash interest expense in an amount equal to at least 3.0:1.0 initially, with step-ups to be mutually determined.

The financial covenants will apply on a consolidated basis, with definitions to be mutually agreed upon.

“Debt for Borrowed Money” shall mean all indebtedness in accordance with GAAP, including synthetic leases and other off-balance sheet obligations but excluding any obligations under letters of credit, bankers’ acceptances or similar facilities.

“EBITDA” shall mean, for any period, consolidated net income for such period, plus (a) without duplication and to the extent deducted in determining such consolidated net income, the sum of (i) consolidated interest expense for such period, (ii) consolidated income tax expense for such period, (iii) depreciation and amortization expense for such period, (iv) any other non-cash deductions for such period, including non-cash compensation and non-cash impairment charges (other than any deductions which require or represent the accrual of a reserve for the payment of cash charges in any future period or amortization of a prepaid cash expense that was paid in a prior period), minus (b) without duplication and to the extent included in determining such consolidated net income, any non-cash gains for such period, minus (c) without duplication and to the extent included in determining such consolidated net income, any extraordinary non-cash gains (or plus extraordinary non-cash losses) for such period and any gains (or plus losses) realized in connection with any disposition of property during such period (other than any gains which represent the reversal of a reserve accrued for the payment of cash charges in any future period), all determined on a consolidated basis in accordance with GAAP.

“Leverage Ratio” shall mean, at any date of determination, the ratio of consolidated Debt for Borrowed Money at such time to consolidated EBITDA for the most recent four consecutive fiscal quarters.

Events of Default:

Usual and customary for facilities of this type and such others as may be reasonably required by the Arranger, including, without limitation, non-payment of obligations; breach of representation or warranty; non-performance of covenants and obligations (with customary grace periods, where appropriate); default on other material indebtedness or certain other obligations (with thresholds to be agreed); change of control; bankruptcy or insolvency; impairment of security; ERISA (with thresholds to be agreed); unsatisfied monetary (with thresholds to be agreed) or material non-monetary judgments; loss of validity or enforceability of any Credit Documentation or liens securing obligations under the Credit Documentation; and failure to constitute senior debt and designated senior debt.

If an event of default shall occur and for so long as it shall be continuing, the Administrative Agent shall have customary rights and remedies, including without limitation the right to declare any and all principal of and accrued and unpaid interest on the Credit Facilities to be immediately due and payable, to terminate any and all commitments and to require cash collateral for all outstanding letters of credit.

Yield Protection and Increased Costs: Customary for facilities similar to the Credit Facilities, including without limitation, tax gross ups, increased cost provisions, breakage provisions, indemnities, and other customary items.

Assignments and Participations: Each assignment (unless to another Lender or its affiliates) shall be in a minimum amount of \$1.0 million (unless the Administrative Agent otherwise consents or unless the assigning Lender's exposure is thereby reduced to zero). Assignments shall be permitted upon the payment to the Administrative Agent of a \$3,500 assignment fee and with the Borrower's and the Administrative Agent's consent (such consents not to be unreasonably withheld, delayed or conditioned), except that no such consent of the Borrower need be obtained to effect an assignment (i) of the Term Loans, (ii) to any Lender (or its affiliates), (iii) if any event of default has occurred and is continuing, (iv) to any Federal Reserve Bank or (v) if determined by the Administrative Agent to be necessary to achieve a successful initial syndication. Participations shall be permitted without restriction. Voting rights of participants will be subject to customary limitations.

Required Lenders: Lenders having a majority of the outstanding credit exposure (the "Required Lenders"), subject to amendments or waivers of certain provisions of the Credit Documentation requiring the consent of Lenders having a greater share (or all) of the outstanding credit exposure or to protect against certain differential impacts.

Expenses and Indemnification: All reasonable out-of-pocket expenses of the Arranger and the Administrative Agent (and of all Lenders in the case of enforcement costs and documentary taxes) associated with the negotiation, preparation, execution and delivery or administration (including CUSIP Bureau fees) of, any waiver or modification (whether or not effective) of, the arranging and syndicating of, and the enforcement of, any loan document (including the reasonable fees, disbursements and other charges of counsel for the Arranger) are to be paid by the Loan Parties.

The Loan Parties will indemnify the Arranger, the Administrative Agent and each of the Lenders and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and all liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Arranger, the Administrative Agent or any such Lender is a party thereto or has commenced any litigation) that relate to the Transactions or any transactions related thereto, except to the extent resulting from such person's gross negligence or willful misconduct. Neither the Arranger, the Administrative Agent nor the Lender(s) shall be liable to the Loan Parties, their affiliates or any other person for any indirect or consequential damages that may be alleged as a result of the Transactions or the Credit Facilities or any transactions related thereto.

Governing Law and Forum: New York.

Waiver of Jury Trial: All parties to the Credit Documentation waive the right to trial by jury.

Miscellaneous: Other customary provisions.

Counsel for the Arranger: Shearman & Sterling LLP.

This Summary of Proposed Terms and Conditions is intended as an outline for discussion purposes only and does not purport to summarize all of the conditions, covenants and other provisions that may be contained in the definitive documentation for the Credit Facilities.

Interest Rates and Fees: The Borrower will be entitled to make borrowings based on the ABR *plus* the Applicable Margin or LIBOR *plus* the Applicable Margin.

The “Applicable Margin” shall initially be 1.50% *per annum* for LIBOR loans and 0.50% *per annum* for ABR loans; *provided* that in the case of the Revolving Credit Facility, such rates shall be applicable until receipt of financial statements for the first fiscal quarter following the Closing Date and thereafter the Applicable Margin for Revolving Credit Loans shall be determined pursuant to the pricing grid set forth in Annex II.

The Borrower shall pay a commitment fee equal to 0.75% *per annum* on the unused portion of the Delayed Draw Term Loan, payable quarterly in arrears.

The Borrower shall pay a commitment fee initially equal to 0.25% *per annum* on the unused portion of the Credit Facilities (but excluding the Delayed Draw Term Loan), payable quarterly in arrears; *provided* that such rate shall be applicable until receipt of financial statements for the first fiscal quarter following the Closing Date and thereafter such fee shall be determined pursuant to the pricing grid set forth in Annex II.

The Borrower shall pay letter of credit fees equal to the Applicable Margin from time to time in respect of LIBOR Advances under the Revolving Credit Facility, which shall be payable quarterly in arrears for the benefit of all Lenders under the Revolving Credit Facility ratably in accordance with their commitments. In addition, a fronting fee will be payable to the issuer in an amount equal to 0.125% *per annum* of the maximum amount available to be drawn under such letter of credit, payable quarterly in arrears.

Unless consented to by the Arranger in its sole discretion, no LIBOR advances may be elected on the Closing Date or prior to the date three days thereafter (or, if earlier, the completion of the initial syndication of the Credit Facilities as determined by the Arranger).

“ABR” means the higher of (a) the prime rate of interest announced or established by the Administrative Agent from time to time, changing effective on the date of announcement or establishment of said prime rate changes, and (b) the Federal Funds Rate *plus* 0.50% *per annum*. The prime rate is not necessarily the lowest rate charged by the Administrative Agent to its customers.

“LIBOR” means the rate determined by the Administrative Agent to be available to the Lenders in the London interbank market for deposits in US Dollars in the amount of, and for a maturity corresponding to, the amount of the applicable LIBOR advance, as adjusted for maximum statutory reserves.

The Borrower may select interest periods of one, two, three or six months for LIBOR borrowings. Interest will be payable in arrears (a) in the case of ABR advances, at the end of each quarter and (b) in the case of LIBOR advances, at the end of each interest period and, in the case of any interest period longer than three months, no less frequently than every three months.

Interest on all borrowings shall be calculated on the basis of the actual number of days elapsed over (a) in the case of LIBOR Loans, a 360-day year, and (b) in the case of ABR Loans, a 365- or 366-day year, as the case may be.

During the continuation of any event of default, all amounts owing under the Credit Documentation shall bear interest at a rate *per annum* equal to 2.00% in excess of the highest applicable interest rate (including the Applicable Margin (as defined above)), and such interest shall be payable on demand.

The Arranger and the Administrative Agent shall receive such other fees as shall have been agreed in a fee letter between them and the Borrower.

ANNEX II TO EXHIBIT A

Leverage Ratio	Applicable Margin for LIBOR Loans	Applicable Margin for ABR Loans	Commitment Fee
4x or above	1.75%	0.75%	0.375%
3x ≤ 4x	1.50%	0.50%	0.25%
2x ≤ 3x	1.25%	0.25%	0.20%
Less than 2x	1.00%	0.00%	0.15%

US\$1.25 BILLION SENIOR CREDIT FACILITIES

CONDITIONS TO FUNDING

Conditions to Funding:

- (a) The execution and delivery of Credit Documentation consistent with the Term Sheet and otherwise reasonably acceptable in form and substance to the Lenders and the fulfillment of all conditions thereunder; and consummation of the Transactions in accordance with the documentation therefor and all applicable laws and fulfillment of all conditions in connection therewith. The Arranger shall be satisfied with the capitalization, structure and equity ownership of the Borrower and its subsidiaries after giving effect to the Transactions.
- (b) The Arranger shall have received, in form and substance reasonably satisfactory to the Arranger, (i) copies of documentation for the Repurchase, the Special Dividend and other aspects of the Transactions, (ii) such opinions of counsel to the Loan Parties and other corporate documents as the Arranger shall reasonably require, (iii) satisfactory evidence with respect to perfection and priority of liens, including satisfactory lien, judgment and tax searches, (iv) such policies of insurance (and endorsements thereto) and confirmation thereof as the Arranger may require in connection with the loan documentation, including a satisfactory insurance broker's letter, and (v) evidence of all consents and approvals required for the Repurchase and the Special Dividend, including the consent of the board of directors of the Borrower.
- (c) The Arranger shall be satisfied that there are no material restrictions on the ability of any subsidiary of the Borrower to pay dividends or distributions to, or otherwise advance funds to, its equity holders. The Loan Parties and the Financing shall each comply with the terms of the Commitment Letter, including the Sources and Uses of Funds Table attached thereto.
- (d) All existing indebtedness of the Borrower and its subsidiaries under any existing credit agreement shall have been repaid in full (unless otherwise agreed by the Arranger), all commitments thereunder shall have been terminated and any and all liens securing such indebtedness shall have been released, all in a manner reasonably satisfactory to the Arranger.
- (e) All representations and warranties set forth in the Credit Documentation shall be true and correct in all material respects.
- (f) No law or regulation shall be applicable, or event shall have occurred, that seeks to impose materially adverse conditions upon the consummation of any of the Transactions or the operation of the businesses of the Loan Parties. No material adverse litigation, investigation or labor disputes shall be pending or threatened.

(g) The Arranger shall be reasonably satisfied that (i) the Borrower and its subsidiaries will be able to meet their obligations under all employee and retiree welfare plans, (ii) the employee benefit plans of the Borrower and its ERISA affiliates are, in all material respects, funded in accordance with the minimum statutory requirements, (iii) no “reportable event” (as defined in ERISA, but excluding events for which reporting has been waived) has occurred as to any such employee benefit plan, and (iv) no termination of, or withdrawal from, any such employee benefit plan has occurred or is contemplated that could reasonably be expected to result in a material liability.

(h) The Arranger shall be reasonably satisfied that, after giving *pro forma* effect to the initial funding of the Credit Facilities and the consummation of the other elements of the Transactions, (i) the ratio of aggregate total funded debt (including the initial fundings under the Credit Facilities) of the Borrower and its subsidiaries as of the Closing Date (“Total Funded Debt”) to consolidated EBITDA of the Borrower and its subsidiaries for the four quarter period ended most recently prior to the Closing Date for which financial statements are available (calculated with adjustments reasonably acceptable to the Arranger) (“Pro Forma EBITDA”) shall not exceed 3.8:1.0 and (ii) total funded indebtedness shall not exceed \$1 billion.

(i) The Arranger shall have received, in form and substance reasonably satisfactory to the Arranger, (i) copies of satisfactory audited consolidated financial statements for the Borrower and its subsidiaries for the three fiscal years most recently ended and interim unaudited financial statements for each quarterly period ended since the last audited financial statements, (ii) *pro forma* consolidated financial statements for the Borrower and its subsidiaries for the four-quarter period most recently ended prior to the Closing Date for which financial statements are available giving *pro forma* effect to the Transactions (prepared with adjustments deemed appropriate by the Arranger in its sole discretion) and a *pro forma* balance sheet of the Borrower and its subsidiaries as of the Closing Date, (iii) unless previously provided, forecasts prepared by management of balance sheets, income statements and cashflow statements of the Borrower and its subsidiaries, which shall be quarterly for fiscal year 2006 (it being understood that the financial statements for the first two quarters of 2006 have already been received by the Arranger) and annual thereafter for the term of the Credit Facilities (and which shall not be inconsistent with information provided to the Arranger prior to the delivery of the Commitment Letter), and (iv)(A) a certificate from the chief financial officer of the Borrower as to the solvency of each Loan Party after giving effect to each element of the Transactions and (B) in the event a letter as to the solvency of each Loan Party after giving effect to each element of the Transactions is provided to the Borrower’s Board of Directors from a nationally recognized independent appraisal or valuation firm, a reliance letter addressed to the Arranger from such firm.

(j) The Arranger shall have received satisfactory evidence that the Credit Facilities shall have each received a public surveillance rating from S&P and Moody's, at least 30 days prior to the Closing Date.

(k) There shall not have occurred, since July 29, 2005, (i) any material adverse change in the business, operations, condition (financial or otherwise), assets, liabilities (whether actual or contingent) or prospects of the Borrower and its subsidiaries, taken as a whole, or (ii) any event, condition or state of facts that could reasonably be expected to (A) have such a material adverse change or (B) adversely affect the ability of the Borrower or the Guarantors to perform their respective obligations under or in connection with the Credit Documentation.

(l) All fees and expenses of the Arranger required to have been paid as a condition to the funding of the Credit Facilities (including payment of all reasonable fees, expenses and other charges of counsel to the Arranger) shall have been paid in full.

(m) The Arranger shall have received such other documents, agreements and opinions in connection with the Credit Facilities, all reasonably satisfactory in form and substance, as the Arranger may reasonably request.

Cyril J. Taylor
902 Jennifer Court
Murfreesboro, TN 37129

Re: Employee Retention Agreement

Dear Cy:

The Board of Directors of the CBRL Group, Inc. recognizes the contribution that you have made to CBRL Group, Inc. or one of its direct or indirect subsidiaries (collectively, the "Company") and wishes to ensure your continuing commitment to the Company and its business operations. Accordingly, in exchange for your continuing commitment to the Company, and your energetic focus on continually improving operations, the Company promises you the following benefits if your employment with the Company is terminated in certain circumstances:

1. **DEFINITIONS.** As used in this Agreement, the following terms have the following meanings which are equally applicable to both the singular and plural forms of the terms defined:

1.1 "**Cause**" means any one of the following:

- (a) personal dishonesty;
- (b) willful misconduct;
- (c) breach of fiduciary duty; or
- (d) conviction of any felony or crime involving moral turpitude.

1.2 "**Change in Control**" means: (a) that after the date of this Agreement, a person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding voting securities, unless that acquisition was approved by a vote of at least 2/3 of the directors in office immediately prior to the acquisition; (b) that during any period of 2 consecutive years following the date of this Agreement, individuals who at the beginning of the period constitute members of the Board of Directors of the Company cease for any reason to constitute a majority of the Board unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least 2/3 of the directors then still in office who were directors at the beginning of the 2-year period; (c) a merger, consolidation or reorganization of the Company (but this provision does not apply to a recapitalization or similar financial restructuring which does not involve a material change in ownership of equity of the Company and which does not result in a change in membership of the Board of Directors); or (d) a sale of all or substantially all of the Company's assets.

1.3 "**Change in Control Period**" means a 2-year year period beginning the day after a Change in Control occurs.

1.4 "**Change in Duties or Compensation**" means any one of: (a) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect at the time a Change in Control occurs, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities at the time such Change in Control occurs (it being understood and acknowledged by you that a Change in Control that results in two persons of which you are one having similar or sharing duties and responsibilities shall not be a material change in your duties and responsibilities); (b) a reduction in your salary or a material change in benefits (excluding discretionary bonuses), from the salary and benefits in effect at the time a Change in Control occurs; or (c) a change in the location of your work assignment from your location at the time a Change in Control occurs to any other city or geographical location that is located further than 50 miles from that location.

2. **TERMINATION OF EMPLOYMENT; SEVERANCE.** Your immediate supervisor or the Company's Board of Directors may terminate your employment, with or without cause, at any time by giving you written notice of your termination, such termination of employment to be effective on the date specified in the notice. You also may terminate your employment with the Company at any time. The effective date of termination (the "Effective Date") shall be the last day of your employment with the Company, as specified in a notice by you, or if you are terminated by the Company, the date that is specified by the Company in its notice to you. The following subsections set forth your rights to severance in the event of the termination of your employment in certain circumstances by either the Company or you. Section 5 also sets forth certain restrictions on your activities if your employment with the Company is terminated, whether by the Company or you. That section shall survive any termination of this Agreement or your employment with the Company.

2.1 **Termination by the Company for Cause.** If you are terminated for Cause, the Company shall have no further obligation to you, and your participation in all of the Company's benefit plans and programs shall cease as of the Effective Date. In the event of a termination for Cause, you shall not be entitled to receive severance benefits described in Section 3.

2.2 Termination by the Company Without Cause Other Than During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause at a time other than during a Change in Control Period, you shall be entitled to only those severance benefits provided by the Company's severance policy or policies then in effect. You shall not be entitled to receive benefits pursuant to Section 3 of this Agreement.

2.3 Termination by the Company Without Cause During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause during a Change in Control Period, you shall be entitled to receive Benefits pursuant to Section 3. A termination within 90 days prior to a Change in Control which occurs solely in order to make you ineligible for the benefits of this Agreement shall be considered a termination without Cause during a Change in Control Period.

2.4 Termination By You For Change in Duties or Compensation During a Change in Control Period. If during a Change in Control Period there occurs a Change in Duties or Compensation you may terminate your employment with the Company at any time within 30 days after the occurrence of the Change in Duties or Compensation, by giving to the Company not less than 120 nor more than 180 days notice of termination. During the notice period that you continue to work, any reduction in your Compensation will be restored. At the option of the Company, following receipt of this notice, it may: (a) change or cure, within 15 days, the condition that you claim has caused the Change in Duties or Compensation, in which case, your rights to terminate your employment with the Company pursuant to this Section 2.4 shall cease (unless there occurs thereafter another Change in Duties or Compensation) and you shall continue in the employment of the Company notwithstanding the notice that you have given; (b) allow you to continue your employment through the date that you have specified in your notice; or (c) immediately terminate your employment pursuant to Section 2.3. If you terminate your employment with the Company pursuant to this Section 2.4, you shall be entitled to receive Benefits pursuant to Section 3. Your failure to provide the notice required by this Section 2.4 shall result in you having no right to receive any further compensation from the Company except for any base salary or vacation earned but not paid, plus any bonus earned and accrued by the Company through the Effective Date.

3. SEVERANCE BENEFITS. If your employment with the Company is terminated as described in Section 2.3 or 2.4, you shall be entitled to the benefits specified in subsections 3.1, 3.2, and 3.3 (the "Benefits") for the period of time set forth in the applicable section.

3.1 Salary Payment or Continuance. You will be paid a single lump sum payment in an amount equal to 2.99 times the average of your annual base salary and any bonus payments for the 3 years immediately preceding the Effective Date. The determination of the amount of this payment shall be made by the Company's actuaries and benefit consultants and, absent manifest error, shall be final, binding and conclusive upon you and the Company.

3.2 Continuation of Benefits. During the 2 years following the Effective Date (the “Severance Period”) that results in benefits under this Article 3, you shall continue to receive the medical, prescription, dental, employee life and group life insurance benefits at the levels to which you were entitled on the day preceding the Effective Date, or reasonably equivalent benefits, to the extent continuation is not prohibited or limited by applicable law. In no event shall substitute plans, practices, policies and programs provide you with benefits which are less favorable, in the aggregate, than the most favorable of those plans, practices, policies and programs in effect for other active employees who are similarly situated to the position / responsibilities you held immediately preceding the Effective Date. However, if you become re-employed with another employer and are eligible to receive medical or other welfare benefits under another employer-provided plan, Company payments for these medical and other welfare benefits shall cease.

4. EFFECT OF TERMINATION ON STOCK OPTIONS AND RESTRICTED STOCK. In the event of any termination of your employment, all stock options and restricted stock held by you that are vested prior to the Effective Date shall be owned or exercisable in accordance with their terms; all stock options held by you that are not vested prior to the Effective Date shall lapse and be void; however, if your employment with the Company is terminated as described in Sections 2.3 or 2.4, then, if your option or restricted stock grants provide for immediate vesting in the event of a Change in Control, the terms of your option or restricted stock agreement shall control. If your option or restricted stock agreement does not provide for immediate vesting, you shall receive, within 30 days after the Effective Date, a lump sum cash distribution equal to: (a) the number of shares of the Company's ordinary shares that are subject to options or restricted stock grants held by you that are not vested as of the Effective Date multiplied by (b) the difference between: (i) the closing price of a share of the Company's ordinary shares on the NASDAQ National Market System as reported by The Wall Street Journal as of the day prior to the Effective Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading), and (ii) the applicable exercise prices or stock grant values of those non-vested shares.

5. DISCLOSURE OF INFORMATION. You recognize and acknowledge that, as a result of your employment by the Company, you have or will become familiar with and acquire knowledge of confidential information and certain trade secrets that are valuable, special, and unique assets of the Company. You agree that all that confidential information and trade secrets are the property of the Company. Therefore, you agree that, for and during your employment with the Company and continuing following the termination of your employment for any reason, all confidential information and trade secrets shall be considered to be proprietary to the Company and kept as the private records of the Company and will not be divulged to any firm, individual, or institution, or used to the detriment of the Company. The parties agree that nothing in this Section 5 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 5, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you.

6. GENERAL PROVISIONS.

6.1 Other Plans. Nothing in this Agreement shall affect your rights during your employment to receive increases in compensation, responsibilities or duties or to participate in and receive benefits from any pension plan, benefit plan or profit sharing plans except plans which specifically address benefits of the type addressed in Sections 3 and 4 of this Agreement.

6.2 Death During Severance Period. If you die during the Severance Period, any Benefits remaining to be paid to you shall be paid to the beneficiary designated by you to receive those Benefits (or in the absence of designation, to your surviving spouse or next of kin).

6.3 Notices. Any notices to be given under this Agreement may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the first page of this Agreement (to the attention of the Secretary in the case of notices to the Company), but each party may change the delivery address by written notice in accordance with this Section 6.3. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the second day following deposit in the United States Mail.

6.4 Entire Agreement. This Agreement supersedes all previous oral or written agreements, understandings or arrangements between the Company and you regarding a termination of your employment with the Company or a change in your status, scope or authority and the salary, benefits or other compensation that you receive from the Company as a result of the termination of your employment with the Company (the "Subject Matter"), all of which are wholly terminated and canceled. This Agreement contains all of the covenants and agreements between the parties with respect to the Subject Matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with respect to the Subject Matter by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement. Any subsequent agreement relating to the Subject Matter or any modification of this Agreement will be effective only if it is in writing signed by the party against whom enforcement of the modification is sought.

6.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and it shall be enforced or challenged only in the courts of the State of Tennessee.

6.7 Waiver of Jury Trial. The Company and you expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agree that any such action or proceeding shall be tried before a court and not a jury. You irrevocably waive, to

the fullest extent permitted by law, any objection that you may have now or hereafter to the specified venue of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

6.8 Miscellaneous. Failure or delay of either party to insist upon compliance with any provision of this Agreement will not operate as and is not to be construed to be a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate, and is not to be construed, as a waiver of any subsequent breach, irrespective of whether occurring under similar or dissimilar circumstances. You may not assign any of your rights under this Agreement. The rights and obligations of the Company under this Agreement shall benefit and bind the successors and assigns of the Company. The Company agrees that if it assigns this Agreement to any successor company, it will ensure that its terms are continued.

6.9 Certain Additional Payments by the Company.

a. The Company will pay you an amount (the “Additional Amount”) equal to the excise tax under the United States Internal Revenue Code of 1986, as amended (the “Code”), if any, incurred by you by reason of the payments under this Agreement and any other plan, agreement or understanding between you and the Company or its parent, subsidiaries or affiliates (collectively, “Separation Payments”) constituting excess parachute payments under Section 280G of the Code (or any successor provision). In addition, the Company will pay an amount equal to all excise taxes and federal, state and local income taxes incurred by you with respect to receipt of the Additional Amount. All determinations required to be made under this Section 6.9 including whether an Additional Amount is required and the amount of any Additional Amount, will be made by the independent auditors engaged by the Company immediately prior to the Change in Control (the “Accounting Firm”), which will provide detailed supporting calculations to the Company and you. In computing taxes, the Accounting Firm will use the highest marginal federal, state and local income tax rates applicable to you and will assume the full deductibility of state and local income taxes for purposes of computing federal income tax liability, unless you demonstrate that you will not in fact be entitled to such a deduction for the year of payment.

b. The Additional Amount, computed assuming that all of the Separation Payments constitute excess parachute payments as defined in Section 280G of the Code (or any successor provision), will be paid to you at the time that the payments made pursuant to Section 3.1 is made unless the Company, prior to the Severance Period, provides you with an opinion of the Accounting Firm that you will not incur an excise tax on part or all of the Separation Payments. That opinion will be based upon the applicable regulations under Sections 280G and 4999 of the Code (or any successor provisions) or substantial authority within the meaning of Section 6662 of the Code. If that opinion applies only to part of the Separation Payments, the Company will pay you the Additional Amount with respect to the part of the Separation Payments not covered by the opinion.

c. The amount of the Additional Amount and the assumptions to be utilized in arriving at the determination, shall be made by the Company's Accounting Firm, whose decision shall be final and binding upon both you and the Company. You must notify the Company in writing no later than 30 days after you are informed of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Additional Amount. You must also cooperate fully with the Company and give the Company any information reasonably requested relating to the claim, and take all action in connection with contesting the claim as the Company reasonably requests in writing from time to time.

If all of the terms and conditions in this Agreement are agreed to by you, please signify your agreement by executing the enclosed duplicate of this letter and returning it to us. At the date of your return, this letter shall constitute a fully enforceable Agreement between us.

CBRL GROUP, INC.

By: _____
Michael A. Woodhouse
Chairman, President and Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Company Employee's Signature: _____

Please Print or Type Name: _____

Please Print or Type Title: _____

March 16, 2006

Tom Vogel
Logan's Roadhouse, Inc.
3011 Armory Drive, Suite 300
Nashville, Tennessee 37204

Re: Employee Retention Agreement

Dear Tom:

The Board of Directors of Logan's Roadhouse, Inc. or its successor (the "Company") recognizes the contribution that you have made to the Company and wishes to ensure your continuing commitment to the Company and its business operations. Accordingly, in exchange for your continuing commitment to the Company, and your energetic focus on continually improving operations, the Company promises you the following benefits if your employment with the Company is terminated in certain circumstances:

1. **DEFINITIONS.** As used in this Agreement, the following terms have the following meanings which are equally applicable to both the singular and plural forms of the terms defined:

1.1 "**Cause**" means any one of the following:

- (a) personal dishonesty;
- (b) willful misconduct;
- (c) breach of fiduciary duty; or
- (d) conviction of any felony or crime involving moral turpitude.

1.2 "**Change in Control**" means: (a) that after the date of this Agreement, a person other than the Company's parent corporation CBRL Group, Inc. ("CBRL") or its subsidiaries becomes the beneficial owner, directly or indirectly, of securities of the Company representing 51% or more of the combined voting power of the Company's then outstanding voting securities; (b) a merger or consolidation of the Company with a person other than CBRL or its subsidiaries; or (c) a sale of all or substantially all of the Company's assets other than a sale-leaseback transaction after which the Company continues its operations under lease obligations in substantially all of the affected locations. Notwithstanding the foregoing, a transaction (*e.g.*, a spin-off to the shareholders of CBRL, or a public offering of the Company's securities) that results in the Company becoming subject to the reporting provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934 shall *not* be deemed to constitute a "Change in Control" for purposes of this Agreement.

1.3 **"Change in Control Period"** means a one-year year period beginning the day after a Change in Control occurs.

1.4 **"Change in Duties or Compensation"** means any one of: (a) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect at the time a Change in Control occurs, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities at the time such Change in Control occurs (it being understood and acknowledged by you that a Change in Control that results in two persons of which you are one having similar or sharing duties and responsibilities shall not be a material change in your duties and responsibilities); (b) a reduction in your salary (or target bonus expressed as a percentage of salary) or a material change in benefits (excluding discretionary bonuses), from the salary and benefits in effect at the time a Change in Control occurs; or (c) a change in the location of your work assignment from your location at the time a Change in Control occurs to any other city or geographical location that is located further than 50 miles from that location.

2. **TERMINATION OF EMPLOYMENT; SEVERANCE.** Your immediate supervisor or the Company's Board of Directors may terminate your employment, with or without cause, at any time by giving you written notice of your termination, such termination of employment to be effective on the date specified in the notice. You also may terminate your employment with the Company at any time. The effective date of termination (the "Effective Date") shall be the last day of your employment with the Company, as specified in a notice by you, or if you are terminated by the Company, the date that is specified by the Company in its notice to you. The following subsections set forth your rights to severance in the event of the termination of your employment in certain circumstances by either the Company or you. Section 5 also sets forth certain restrictions on your activities if your employment with the Company is terminated, whether by the Company or you. That section shall survive any termination of this Agreement or your employment with the Company.

2.1 **Termination by the Company for Cause.** If you are terminated for Cause, the Company shall have no further obligation to you, and your participation in all of the Company's benefit plans and programs shall cease as of the Effective Date. In the event of a termination for Cause, you shall not be entitled to receive severance benefits described in Section 3.

2.2 **Termination by the Company Without Cause Other Than During a Change in Control Period.** If your employment with the Company is terminated by the Company without Cause at a time other than during a Change in Control Period, you shall be entitled to only those severance benefits provided by the Company's severance policy or policies then in effect. You shall not be entitled to receive benefits pursuant to Section 3 of this Agreement.

2.3 **Termination by the Company Without Cause During a Change in Control Period.** If your employment with the Company is terminated by the Company without Cause during a Change in Control Period, you shall be entitled to receive Benefits pursuant to Section 3.

2.4 Termination By You For Change in Duties or Compensation During a Change in Control Period. If during a Change in Control Period there occurs a Change in Duties or Compensation you may terminate your employment with the Company at any time within 30 days after the occurrence of the Change in Duties or Compensation, by giving to the Company not less than 120 nor more than 180 days notice of termination. During the notice period that you continue to work, any reduction in your Compensation will be restored. At the option of the Company, following receipt of this notice, it may: (a) change or cure, within 15 days, the condition that you claim has caused the Change in Duties or Compensation, in which case, your rights to terminate your employment with the Company pursuant to this Section 2.4 shall cease (unless there occurs thereafter another Change in Duties or Compensation) and you shall continue in the employment of the Company notwithstanding the notice that you have given; (b) allow you to continue your employment through the date that you have specified in your notice; or (c) immediately terminate your employment pursuant to Section 2.3. If you terminate your employment with the Company pursuant to this Section 2.4, you shall be entitled to receive Benefits pursuant to Section 3. Your failure to provide the notice required by this Section 2.4 shall result in you having no right to receive any further compensation from the Company except for any base salary or vacation earned but not paid, plus any bonus earned and accrued by the Company through the Effective Date.

3. SEVERANCE BENEFITS. If your employment with the Company is terminated as described in Section 2.3 or 2.4, you shall be entitled to the benefits specified in subsections 3.1 and 3.2 (the "Benefits") for the period of time set forth in the applicable section.

3.1 Lump Sum Payment. You will be paid a single lump sum payment in an amount equal to 2.99 times the average of the sum of your annual base salary and any bonus payments received by you during each of the Company's 2004, 2005 and 2006 fiscal years. If the Effective Date occurs before you have received any 2006 bonus earned, your compensation for fiscal year 2006 shall be deemed to be the sum of base pay actually received through the Effective Date, plus the portion of any bonus earned through the Effective Date. (e.g., if the Effective Date is May 31, 2006, the fiscal year 2006 compensation will be 10-month salary received, plus 5/6 of the bonus that would have been due had you worked to the end of the fiscal year.) The determination of the amount of this payment shall be made by the Company's actuaries and benefit consultants in accordance with this section and, absent manifest error, shall be final, binding and conclusive upon you and the Company.

3.2 Continuation of Benefits. During the year following the Effective Date that results in benefits under this Article 3 (the "Severance Period"), you shall continue to receive the medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance benefits at the levels to which you were entitled on the day preceding the Effective Date, or reasonably equivalent benefits, if continuation is prohibited or limited by applicable law. In no event shall substitute plans, practices, policies and programs provide you with benefits which are less favorable, in the aggregate, than the most favorable of those plans, practices, policies and programs in effect for you at any time during the 120-day period immediately preceding the Effective Date. However, if you become reemployed with another employer and are eligible to receive medical or other welfare benefits under another employer-provided plan, these medical and

other welfare benefits shall be secondary to those provided under that plan.

4. EFFECT OF TERMINATION ON STOCK OPTIONS AND RESTRICTED STOCK GRANTS. In the event of any termination of your employment, all options to purchase the common stock of CBRL (or its successor) or any restricted stock of CBRL (or its successor); (such options and/or restricted stock collectively referred to hereinafter as “CBRL Securities”) or any securities, including those of the Company, that may be issued in substitution therefor (“Substitute Securities”) held by you that are vested prior to the Effective Date shall be exercisable in accordance with their terms; all CBRL Securities or Substitute Securities held by you that are not vested prior to the Effective Date shall lapse and be void; however, if your employment with the Company is terminated as described in Sections 2.3 or 2.4, then, if the CBRL Securities provide for immediate vesting in the event of a Change in Control, the terms of the agreement governing those securities shall control. If your CBRL Securities do not provide for immediate vesting, you shall receive, within 30 days after the Effective Date, a lump sum cash distribution equal to: (a) the number of shares of CBRL Securities that are held by you that are not vested on the Effective Date multiplied by (b) the difference between: (i) the applicable closing price of such CBRL Securities, as the case may be, as of the day prior to the Effective Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading), and (ii) the applicable exercise price, if any, applicable to such CBRL Securities.

5. DISCLOSURE OF INFORMATION. You recognize and acknowledge that, as a result of your employment by the Company, you have or will become familiar with and acquire knowledge of confidential information and certain trade secrets that are valuable, special, and unique assets of the Company. You agree that all that confidential information and trade secrets are the property of the Company. Therefore, you agree that, for and during your employment with the Company and continuing following the termination of your employment for any reason, all confidential information and trade secrets shall be considered to be proprietary to the Company and kept as the private records of the Company and will not be divulged to any firm, individual, or institution, or used to the detriment of the Company. The parties agree that nothing in this Section 5 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 5, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you.

6. GENERAL PROVISIONS.

6.1 Other Plans. Nothing in this Agreement shall affect your rights during your employment to receive increases in compensation, responsibilities or duties or to participate in and receive benefits from any pension plan, benefit plan or profit sharing plans except plans which specifically address benefits of the type addressed in Sections 3 and 4 of this Agreement.

6.2 Death During Severance Period. If you die during the Severance Period, any Benefits remaining to be paid to you shall be paid to the beneficiary designated by you to receive those Benefits (or in the absence of designation, to your surviving spouse or next of kin).

6.3 Notices. Any notices to be given under this Agreement may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the first page of this Agreement (to the attention of the Secretary in the case of notices to the Company), but each party may change the delivery address by written notice in accordance with this Section 6.3. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the second day following deposit in the United States Mail.

6.4 Entire Agreement. This Agreement supersedes all previous oral or written agreements, understandings or arrangements between the Company and you regarding a termination of your employment with the Company or a change in your status, scope or authority and the salary, benefits or other compensation that you receive from the Company as a result of the termination of your employment with the Company (the "Subject Matter"), all of which are wholly terminated and canceled. This Agreement contains all of the covenants and agreements between the parties with respect to the Subject Matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with respect to the Subject Matter by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement. Any subsequent agreement relating to the Subject Matter or any modification of this Agreement will be effective only if it is in writing signed by the party against whom enforcement of the modification is sought.

6.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and it shall be enforced or challenged only in the courts of the State of Tennessee.

6.7 Waiver of Jury Trial. The Company and you expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agree that any such action or proceeding shall be tried before a court and not a jury. You irrevocably waive, to the fullest extent permitted by law, any objection that you may have now or hereafter to the specified venue of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

6.8 Miscellaneous. Failure or delay of either party to insist upon compliance with any provision of this Agreement will not operate as and is not to be construed to be a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate, and is not to be construed, as a waiver of any subsequent breach, irrespective of whether occurring under similar or dissimilar

circumstances. You may not assign any of your rights under this Agreement. The rights and obligations of the Company under this Agreement shall benefit and bind the successors and assigns of the Company. The Company agrees that if it assigns this Agreement to any successor company, it will ensure that its terms are continued.

If all of the terms and conditions in this Agreement are agreed to by you, please signify your agreement by executing the enclosed duplicate of this letter and returning it to us. At the date of your return, this letter shall constitute a fully enforceable agreement between us.

LOGAN'S ROADHOUSE, INC.

By: _____

Title: _____

The foregoing is fully agreed to and accepted by:

Company Employee's Signature: _____

Please Print or Type Name: _____

Please Print or Type Title: _____

Investor Contact: Lawrence E. White
Senior Vice President/Finance
and Chief Financial Officer
(615) 443-9869

Media Contact: Julie K. Davis
Director Corporate Communications
(615) 443-9266

**CBRL GROUP ANNOUNCES STRATEGIC INITIATIVES INTENDED
TO ENHANCE SHAREHOLDER VALUE**

- *Comprehensive Restructuring Plan includes recapitalization and subsidiary divestiture*
- *Plan Backed By \$1.25 billion in committed financing*

Lebanon, Tennessee (March 17, 2006) -- CBRL Group, Inc. (the "Company") (Nasdaq: CBRL) today announced that its Board of Directors has unanimously approved a comprehensive plan of strategic initiatives for restructuring the Company with the goal of increasing shareholder value. The plan includes:

- a modified "Dutch Auction" tender offer common stock repurchase plan of up to \$800 million;
- fully committed senior financing of up to \$1.25 billion by Wachovia Securities, a portion of which will be utilized to fund the tender offer; and
- divestiture of the Company's wholly-owned subsidiary, Logan's Roadhouse, Inc. ("Logan's"), the proceeds of which could be used to repurchase additional CBRL common stock, to reduce debt, and/or for other general corporate purposes.

"This plan resulted from the strategic review we began last autumn intended to improve the overall performance of the Company and to enhance value for our shareholders," said Chairman, President and Chief Executive Officer Michael A. Woodhouse. "We believe that these initiatives will deliver to our shareholders value formerly not fully recognized by the market.

"The plan provides balance between short term and long term investment goals for shareholders," Woodhouse added. "Those shareholders who have seen the value of their shares increase and who wish now to realize that value will have an opportunity to do so by participating in the modified Dutch Auction tender offer. At the same time, those shareholders who have longer-term goals of continued ownership can participate in the future performance of the Company, including the potential benefit from the reduced number of shares outstanding after the tender offer and the growth in value to be expected in future years as debt is paid down. Although the plan represents significant new indebtedness on the part of the Company, we believe that the cash flow from our Cracker Barrel Old Country Store ("Cracker Barrel") concept will continue to be strong and more than sufficient to service the debt and finance Cracker Barrel's continued expansion. Furthermore, the committed financing retains our substantial ownership of real estate, preserving continued underlying financial strength, stability and flexibility."

CBRL's financial advisor, Wachovia Securities, assisted in developing the restructuring plan and will arrange and lead a syndicate of banks and financial institutions that will provide the financing. Wachovia Securities will fully underwrite the \$1.25 billion financing, and closing of the financing will be subject to negotiation of loan documentation and the satisfaction of customary conditions. The Company anticipates closing on the proposed \$1.25 billion financing on or before May 15, 2006. It expects the financing will take the form of an \$800 million conventional bank term loan, a \$250 million bank revolving credit facility, and a \$200 million delayed draw term loan, which could be used for a future refinancing of the Company's existing convertible debt. The modified Dutch Auction tender offer is expected to commence in April and terminate at or about the time of the closing of the financing.

The divestiture of Logan's is expected to be completed by the end of the fourth quarter of fiscal 2006 or during the first quarter of fiscal 2007. In compliance with Securities and Exchange Commission rules and guidelines, the Company will cease reporting Logan's sales in its monthly sales update press releases.

The Company will host a conference call to discuss these transactions at 10:30 a.m. CST, Friday, March 17, 2006. The live broadcast of this conference call will be available to the public on-line at investorcalendar.com or cbrlgroup.com today beginning at 10:30 a.m. (CST). The on-line replay will follow immediately and continue for seven days.

Headquartered in Lebanon, Tennessee, CBRL Group, Inc. presently operates 536 Cracker Barrel Old Country Store restaurants and gift shops located in 41 states and 133 company-operated and 24 franchised Logan's Roadhouse restaurants in 20 states.

Except for specific historical information, many of the matters discussed in this press release may express or imply projections of revenues or expenditures, statements of plans and objectives or future operations or statements of future economic performance. These, and similar statements are forward-looking statements concerning matters that involve risks, uncertainties and other factors which may cause the actual performance of CBRL Group, Inc. and its subsidiaries and the plans it has proposed to differ materially from those expressed or implied by this discussion. All forward-looking information is provided by the Company pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995 and should be evaluated in the context of these factors. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "trends," "assumptions," "target," "guidance," "outlook," "plans," "goals," "objectives," "expectations," "near-term," "long-term," "projection," "may," "will," "would," "could," "expect," "intend," "estimate," "anticipate," "believe," "potential" or "continue" (or the negative or other derivatives of each of these terms) or similar terminology. Factors which could materially affect actual results include, but are not limited to: the ability of the Company to execute capital structure or other initiatives intended to enhance long-term shareholder value including the initiatives disclosed in this press release; the ability of the Company to complete the financing necessary to consummate the Dutch Auction tender offer; the ability of the Company to execute a successful divestiture of its Logan's Roadhouse, Inc. subsidiary; changes in capital market conditions that could affect valuations of restaurant companies in general or the Company's goodwill in particular; the effects of incurring substantial indebtedness and associated restrictions on the Company's financial and operating flexibility and ability to execute or pursue its operating plans and objectives; the ability of the Company to retain key personnel during and after the restructuring process; changes in interest rates or capital market conditions affecting the Company's financing costs or ability to obtain financing or

execute initiatives; the effects of uncertain consumer confidence, higher costs for energy, consumer debt payments, or general or regional economic weakness, or weather on sales and customer travel, discretionary income or personal expenditure activity; the ability of the Company to identify, acquire and sell successful new lines of retail merchandise; competitive marketing and operational initiatives; the ability of the Company to sustain or the effects of plans intended to improve operational execution and performance; the effects of plans intended to promote or protect the Company's brands and products; the effects of increased competition at Company locations on sales and on labor recruiting, cost, and retention; changes in foreign exchange rates affecting the Company's future retail inventory purchases; consumer behavior based on negative publicity or concerns over nutritional or safety aspects of the Company's products or restaurant food in general; changes in or implementation of additional governmental or regulatory rules, regulations and interpretations affecting tax, wage and hour matters, health and safety, pensions, insurance or other undeterminable areas; practical or psychological effects of natural disasters or terrorist acts or war and military or government responses; disruptions to the company's restaurant or retail supply chain; the ability of and cost to the Company to recruit, train, and retain qualified hourly and management employees the effects of business trends on the outlook for individual restaurant locations and the effect on the carrying value of those locations; the actual results of pending, future or threatened litigation or governmental investigations and the costs and effects of negative publicity associated with these activities; implementation of new or changes in interpretation of existing accounting principles generally accepted in the United States of America ("GAAP"); effectiveness of internal controls over financial reporting and disclosure; and other factors described from time to time in the Company's filings with the Securities and Exchange Commission, press releases, and other communications.

Wachovia Securities is the trade name for the corporate, investment banking, capital markets and securities research businesses of Wachovia Corporation and its subsidiaries, including Wachovia Capital Markets, LLC (WCM) and Wachovia Securities International Limited. Wachovia Securities is also the trade name for the retail brokerage businesses of WCM's affiliates, Wachovia Securities, LLC, Wachovia Securities Financial Networks, LLC, Wexford Clearing, LLC, and First Clearing, LLC.

Wachovia Capital Markets, LLC, is a U.S. broker-dealer registered with the U.S. Securities and Exchange Commission and a member of the New York Stock Exchange, the National Association of Securities Dealers, Inc., and the Securities Investor Protection Corp. Wachovia Securities International Limited is a U.K. incorporated investment firm authorized and regulated by the Financial Services Authority.

-END-

Investor Contact: Lawrence E. White
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and Chief Financial Officer
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Media Contact: Julie K. Davis
Director Corporate Communications
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CBRL GROUP, INC. PLANS PUBLIC OFFERING

Nashville, TN (March 17, 2006) -- CBRL Group, Inc. (Nasdaq: CBRL) today announced that it intends to file a registration statement under the Securities Act of 1933 for the sale of the common stock of its wholly owned subsidiary Logan's Roadhouse, Inc. to the public.

The offering is expected to be conducted by a syndicate of underwriters pursuant to a restructuring plan announced today by CBRL. The amount of common stock to be sold has not yet been determined.

The offering is expected to be completed on or before September 30, 2006.

As required by Rule 135 of the Securities and Exchange Commission, this notice is not intended to and does not constitute an offer of any securities for sale.

- END -

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Director Corporate Communications
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CBRL GROUP, INC. DECLARES THIRTEEN CENTS PER SHARE QUARTERLY DIVIDEND

LEBANON, Tenn. (March 17, 2006) -- CBRL Group, Inc. (Nasdaq: CBRL) today announced that the Board of Directors has declared a regular quarterly dividend to common shareholders of \$0.13 per share, payable on May 8, 2006 to shareholders of record on April 14, 2006.

Headquartered in Lebanon, Tennessee, CBRL Group, Inc. presently operates 536 Cracker Barrel Old Country Store restaurants and gift shops located in 41 states and 133 company-operated and 24 franchised Logan's Roadhouse restaurants in 20 states.

- END -