
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): August 14, 2006

CBRL GROUP, INC.

25225

Employer

Identification No.)

Tennessee 6 0 ; 0-
62-1749513 (State or Other Jurisdiction (Commission File Number) (I.R.S.)
of Incorporation)

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 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

Agreement with David L. Gilbert

On August 14, 2006, CBRL Group, Inc. (the “Company”) and David L. Gilbert, in connection with the termination of Mr. Gilbert’s employment with the Company, entered into an Agreement (the “Agreement”) that is effective July 15, 2006 (the “Effective Date”). The Agreement provides that Mr. Gilbert will serve as a consultant to the Company from the Effective Date through September 30, 2006 (the “Consulting Term”) and, pursuant to the Company’s severance guidelines, will receive, over the course of twelve (12) months from the Effective Date, salary continuation in the aggregate of \$364,000. Mr. Gilbert also will receive group health and life insurance benefits for himself and his dependents for up to the end of the Consulting Term. The Agreement also includes certain business protection provisions and a general release by Mr. Gilbert. Reference is made to Exhibit 10.1 to this Current Report on Form 8-K, which is a complete copy of the Agreement.

Employee Retention Agreements with Messrs. Barber, Maxwell and Turner

The Board of Directors of the Company recently elected Douglas E. Barber, who serves as Senior Vice President Restaurant Operations of Cracker Barrel Old Country Store, Inc., Terry A. Maxwell, who serves as Senior Vice President Retail Operations of Cracker Barrel Old Country Store, Inc., and Simon Turner, who serves as Senior Vice President Marketing & Innovation and Chief Marketing Officer of the Company, as “executive officers” of the Company, as such term is defined in Rule 3b-7 of the Securities Exchange Act of 1934. In connection with their election as executive officers, the Company entered into an employee retention agreement with each of Messrs. Barber, Maxwell and Turner on August 14, 2006 (each an “Employee Retention Agreement”).

The Employee Retention Agreement for each of Messrs. Barber, Maxwell and Turner provides that each such executive officer will receive a lump-sum salary payment equal to 2.00 times his average annual base salary and bonus for the 3 years prior to a “change in control,” and benefits including continuation of and payments for health benefits for a 2-year period if he is terminated due to a change in control or if his duties or compensation changed during a change in control period. Additionally, all stock options and restricted stock that have not vested or do not automatically vest upon a change in control of the company shall be paid out in a lump sum cash distribution equal to the number of shares subject to non-vested options or restricted stock grants held by such executive officer and multiplied by the difference between the closing price of the stock immediately prior to the change in control and the applicable exercise price or stock grant values of the non-vested shares. “Change in Control” is defined 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.

Reference is made to Exhibits 10.2, 10.3 and 10.4 to this Current Report on Form 8-K, which are complete copies of the Employee Retention Agreements for Messrs. Barber, Maxwell and Turner, respectively.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

- | | |
|------|--|
| 10.1 | Agreement by and between David L. Gilbert and CBRL Group, Inc. effective as of July 15, 2006 |
| 10.2 | Retention Agreement for Douglas E. Barber dated August 12, 2006 |
| 10.3 | Retention Agreement for Terry A. Maxwell dated August 12, 2006 |
| 10.4 | Retention Agreement for Simon Turner dated August 12, 2006 |

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:
2006
GROUP, INC.

August

15,
CBRL

Shoaf_____

By: /s/ N.B. Forrest

Name: N.B. Forrest Shoaf

Title: Senior Vice President,

Secretary and General Counsel

AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of this 15th day of July, 2006 (the "Effective Date"), by and between David L. Gilbert, a natural person resident in Williamson County, TN and his heirs, assigns, executors, agents and representatives ("Gilbert") on the one side, and CBRL Group, Inc. (together with its subsidiaries and affiliates, including Cracker Barrel Old Country Store, Inc. hereinafter referred to as "CBRL") on the other;

WITNESSETH:

WHEREAS, Gilbert has been employed as the Chief Administrative Officer of CBRL's wholly-owned subsidiary, Cracker Barrel Old Country Store, Inc. ("Cracker Barrel"); and

WHEREAS, Gilbert and CBRL are parties to that certain Employee Retention Agreement (the "Retention Agreement") dated as of October 3, 2001; and

WHEREAS, pursuant to a management reorganization within CBRL and Cracker Barrel, Gilbert's position has been terminated from his employment with Cracker Barrel and/or CBRL effective the Effective Date; and

WHEREAS, Cracker Barrel wishes to secure Gilbert's continuing services for a period of time as a consultant; and

WHEREAS, it is the desire of Gilbert and CBRL to enter into this Agreement to resolve all matters arising out of or related to Gilbert's employment with CBRL and Cracker Barrel;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Termination of Employment: Consulting Agreement. This confirms that Gilbert, effective the Effective Date, resigned as an officer of Cracker Barrel and CBRL, as well as an officer or director of any subsidiary of Cracker Barrel. With the exception of the Employee Retention Agreement of October 3, 2001 as it relates to Gilbert, this Agreement supersedes any and all prior agreements with respect to Gilbert's employment with Cracker Barrel or CBRL or any rights incident thereto, all of which are hereby wholly terminated and cancelled as of the Effective Date. The respective rights and obligations of the parties shall be governed hereafter by the terms of this Agreement.

For a period of time from the Effective Date through and including September 30, 2006 Cracker Barrel and Gilbert agree that he will serve as a consultant to

Cracker Barrel in all matters related to his prior employment as an officer with Cracker Barrel.

2.

2.1 Severance. In accordance with CBRL's severance guidelines adopted by the Compensation and Stock Option Committee of CBRL's Board of Directors, during the twelve (12) months following the Effective Date (the "Severance Period"), but subject to early termination pursuant to Section 10, CBRL will pay Gilbert the sum of Three Hundred Sixty-four Thousand and 00/100 Dollars (\$364,000) less applicable deductions required by law, which shall be payable at the rate of Fifteen Thousand One-Hundred Sixty-six and 67/100 Dollars (\$15,166.67), semi-monthly, beginning July 28, 2006, in accordance with CBRL's regular payroll policies.

2.2. FY06 Bonus: Gilbert shall receive his pro rata share (through July 15 2006) of any FY06 bonus paid pursuant to the terms of the Executive Team Bonus Plan if any such bonus is made to the FY06 Executive Team members; said bonus to be paid, if it all, at the same time other Executive Team bonus payments are made.

3. Stock Options. All vested options may be exercised on or before the date that is ninety (90) days after September 30, 2006 in accordance with the provisions of CBRL's stock option plan(s). Options granted will continue to vest through September 30, 2006 and options not vested by September 30, 2006 will be forfeited. Gilbert hereby relinquishes any right to exercise any rights or options that he has to acquire or purchase CBRL common stock other than the Vested Options, and, without limiting the foregoing, he specifically relinquishes the September 22, 2005 grant of Ten Thousand, Five Hundred Twenty-five (10,525) restricted shares of CBRL common stock, as of July 15, 2006. The terms and provisions of this Agreement shall supersede and control over any of the terms and provisions of any agreement between Gilbert and CBRL (or Cracker Barrel) with respect to any rights to receive or options to purchase CBRL's common stock.

4. Benefits and Other Matters.

4.1. Cracker Barrel shall continue to provide all group health insurance benefits for Gilbert and his dependents at the same level as for other Cracker Barrel officers for the period ending September 30, 2006. Afterwards, upon payment of the appropriate premiums, Gilbert will have the right to continue his participation in CBRL's group health coverage plan under the applicable COBRA regulations.

4.2. Gilbert may utilize CBRL's outplacement services during the Severance Period.

4.3. Gilbert will be reimbursed for any reasonable and pre-approved out-of-pocket expenses incurred through the Effective Date in accordance with CBRL's or Cracker Barrel's travel and entertainment reimbursement guidelines, provided

that request for reimbursement is made on or before thirty days after the Effective Date.

4.4. Gilbert acknowledges that the consideration set forth in this Agreement is over and above any payment or benefits to which he is legally entitled absent this Agreement.

5. Gilbert's Release. With the exception of all rights Gilbert may have arising from the Employee Retention Agreement dated October 3, 2001, Gilbert hereby generally releases and discharges CBRL and Cracker Barrel and each of their respective predecessors, successors (by merger or otherwise), parents, subsidiaries, affiliated entities, divisions and assigns, together with each and every of their present, past and future officers, directors, shareholders, general partners, limited partners, employees and agents and the heirs and executors of same (herein collectively referred to as the "Company Group") from any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown (hereinafter "claims"), which Gilbert ever had, now has, or may have against CBRL, Cracker Barrel, the Company Group or any one of them arising out of or relating to any matter, thing or event occurring up to and including the date of this Agreement. Gilbert's release specifically includes, but is not limited to:

- (a) Any and all claims for wages and benefits including, without limitation, salary, stock, commissions, royalties, license fees, health and welfare benefits, severance pay, vacation pay, and bonuses;
- (b) Any and all claims for wrongful discharge and breach of contract whether express or implied, and implied covenants of good faith and fair dealing;
- (c) Any and all claims for alleged employment discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap, and any and all claims for violation of any federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims under the following statutes: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. §1981, the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 et seq., the Older Workers Benefit Protection Act, 29 U.S.C. §626(f), the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., the Family and Medical Leave Act of 1993, as amended, the Fair Labor Standards Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, and the Tennessee Human Rights Act or any comparable statute;
- (d) Any and all claims in tort (including but not limited to any claims for misrepresentation, defamation, interference with contract or prospective economic advantage, intentional or negligent infliction of emotional distress, duress, loss of consortium, invasion of privacy and negligence);

- (e) Any and all claims for attorneys' fees and costs; and
- (f) Any and all other claims for damages, including compensatory and punitive damages; and
- (g) CBRL also releases Gilbert from any and all claims it may have against him with regard to his employment, with the exception of criminal acts such as fraud and other criminal acts that may not be known to CBRL as of the Effective Date of this Agreement.

6. Acknowledgment. The parties agree that neither of them have breached any oral or written contract that may have existed between them nor with respect to Gilbert's employment or termination of employment have the parties violated any law, statute, rule regulation or ordinance of any governmental authority relating to employment. Gilbert acknowledges that the payments and other consideration paid hereunder can not and shall not be construed as any admission of liability or wrongdoing on the part of either CBRL or any member of the Company Group. Likewise, CBRL acknowledges that nothing in this Agreement should be construed as an admission of liability or wrongdoing on the part of Gilbert. Gilbert understands that the release set forth in this Agreement extends to all of the aforementioned claims and potential claims which arose on or before the date of the execution of this Agreement, whether now known or unknown, suspected or unsuspected, and his participation as a member of any class asserting any such claims, and that this acknowledgement and release constitute essential terms of this Agreement. CBRL likewise acknowledges that the release set forth in this Agreement extends to all claims and potential claims which arose on or before the date of the execution of this Agreement, whether known or unknown, suspected or unsuspected, except as noted herein, and that this acknowledgement and release constitutes essential terms of this Agreement. The parties understand and acknowledge the significance and consequence of this Agreement and of each specific release and waiver, and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations, and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action herein above-specified.

7. Reinstatement. Gilbert hereby waives any right or claim he may have to employment, re-instatement, re-assignment or re-employment with CBRL, Cracker Barrel or any other member of the Company Group. Mr. Gilbert is listed as eligible for rehire, as of July 15th, 2006. Gilbert's acknowledgement and agreement as to these matters are material inducements for CBRL's making certain other of its agreements including, without limitation, the payments in Section 2.

8. Publicity; No Disparaging Statements.

8.1. Gilbert agrees that he shall not make or authorize any disparaging communications with respect to, or take any actions detrimental to the interests of, CBRL, Cracker Barrel, any member of the Company Group or any of their respective officers, directors or employees, past or present, as further defined in

Sections 8 and 9 in their entirety. To the extent that the foregoing prohibition might be applicable, it is not intended to prevent Gilbert from giving testimony pursuant to compulsory process of law.

8.2. At any time following the Effective Date, CBRL shall not make any public statements, announcements or disclosures, except as may be required by law, of any information detrimental to Gilbert. The determination whether any disclosure is required by law shall be made by a court of competent jurisdiction.

9. Business Protection Provisions.

9.1 Preamble. As a material inducement to CBRL to enter into this Agreement, and its recognition of the valuable experience, knowledge and proprietary information Gilbert gained from his employment with Cracker Barrel, Gilbert warrants and agrees he will abide by and adhere to the following business protection provisions in this Section 9 and all sub-sections thereof.

9.2 Definitions. For purposes of this Section 9 and all sub-sections thereof, the following terms shall have the following meanings:

- (a) "Competitive Position" shall mean any employment, consulting, advisory, directorship, agency, promotional or independent contractor arrangement between Gilbert and any person or Entity engaged wholly or in material part in the restaurant or retail business that is the same or similar to that in which CBRL, Cracker Barrel or any of their respective subsidiaries or affiliates (collectively the "CBRL Entities") is engaged whereby Gilbert is required to or does perform services on behalf of or for the benefit of such person or Entity which are substantially similar to the services in which Gilbert participated or that he directed or oversaw while employed by Cracker Barrel. The following companies and concepts are the only ones that would be deemed the same or similar to CBRL Entities and/ or the businesses in which the CBRL Entities are engaged: O'Charley's, Ruby Tuesday's, Bob Evans, Applebee's International, International House of Pancakes, and Denny's.
- (b) "Confidential Information" shall mean the proprietary or confidential data, information, documents or materials (whether oral, written, electronic or otherwise) belonging to or pertaining to the CBRL Entities, other than "Trade Secrets" (as defined below), which is of tangible or intangible value to any of the CBRL Entities and the details of which are not generally known to the competitors of the CBRL Entities. Confidential Information shall also include: any items that any of the CBRL Entities have marked "CONFIDENTIAL" or some similar designation or are otherwise identified as being confidential.

- (c) "Entity" or "Entities" shall mean any business, individual, partnership, joint venture, agency, governmental agency, body or subdivision, association, firm, corporation, limited liability company or other entity of any kind.
 - (d) "Restricted Period" shall mean the twelve (12) month period following the Effective Date; provided, however that the Restricted Period shall be extended for a period of time equal to any period(s) of time within the twelve (12) month period following the Effective Date that Gilbert is determined by a final non-appealable judgment from a court of competent jurisdiction to have engaged in any conduct that violates this Section 9 or any sub-sections thereof, the purpose of this provision being to secure for the benefit of CBRL and Cracker Barrel the entire Restricted Period being bargained for by CBRL for the restrictions upon Gilbert's activities.
 - (e) "Territory" shall mean each of the United States of America.
 - (f) "Trade Secrets" shall mean information or data of or about any of the CBRL Entities, including, but not limited to, technical or non-technical data, recipes, formulas, patterns, compilations, programs (*e.g.*, advertising or promotional schedules), devices, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of actual or potential suppliers that: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (3) any other information which is defined as a "trade secret" under applicable law.
 - (g) "Work Product" shall mean all tangible work product (*e.g.*, menus, advertising materials), property, data, documentation, "know-how," concepts or plans, inventions, improvements, techniques and processes relating to the CBRL Entities that were conceived, discovered, created, written, revised or developed by Gilbert during the term of his employment with Cracker Barrel.
- 9.3 Nondisclosure; Ownership of Proprietary Property.
- (a) In recognition of the need of the CBRL Entities to protect their legitimate business interests, Confidential Information and Trade Secrets, Gilbert hereby covenants and agrees that Gilbert shall regard and treat Trade Secrets and all Confidential Information as

strictly confidential and wholly-owned by the CBRL Entities and shall not, for a period of two (2) years, for any reason, in any fashion, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, misappropriate or otherwise communicate any such item or information to any third party or Entity for any purpose other than in accordance with this Agreement or as required by applicable law, court order or other legal process.

- (b) Gilbert shall exercise best efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information, and he shall immediately notify CBRL of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Gilbert becomes aware. Gilbert shall assist the CBRL Entities, to the extent necessary, in the protection of or procurement of any intellectual property protection or other rights in any of the Trade Secrets or Confidential Information.
- (c) All Work Product shall be owned exclusively by the CBRL Entities. To the greatest extent possible, any Work Product shall be deemed to be "work made for hire" (as defined in the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, as amended), and Gilbert hereby unconditionally and irrevocably transfers and assigns to the applicable CBRL Entity all right, title and interest Gilbert currently has or may have by operation of law or otherwise in or to any Work Product, including, without limitation, all patents, copyrights, trademarks (and the goodwill associated therewith), trade secrets, service marks (and the goodwill associated therewith) and other intellectual property rights. Gilbert agrees to execute and deliver to the applicable CBRL Entity any transfers, assignments, documents or other instruments which CBRL may deem necessary or appropriate, from time to time, to protect the rights granted herein or to vest complete title and ownership of any and all Work Product, and all associated intellectual property and other rights therein, exclusively in the applicable CBRL Entity.
- (d) Gilbert also recognizes that all writings, illustrations, drawings and other similar materials which embody or otherwise contain Trade Secrets, Confidential Information or Work Product that any CBRL Entity may have produced during his employment or which may have been given to Gilbert in connection with his employment are the property of CBRL and/or Cracker Barrel, and it is Gilbert's obligation to immediately return any such materials to CBRL and/or Cracker Barrel, as the case may be.

9.4 Non-Interference With Executives; Non-solicitation of Employees.

Gilbert recognizes and acknowledges that, as a result of his employment by Cracker Barrel, he has become familiar with and has acquired knowledge of confidential information and certain other information regarding the other executives and employees of the CBRL Entities. Therefore, Gilbert agrees that, during the Restricted Period, Gilbert shall not encourage, solicit or otherwise attempt to persuade any person in the employment of the CBRL Entities to end his/her employment with a CBRL Entity or to violate any confidentiality, non-competition or employment agreement that such person may have with a CBRL Entity or any policy of any CBRL Entity. Furthermore, neither Gilbert nor any person acting in concert with Gilbert nor any of Gilbert's affiliates shall, during the Restricted Period, employ any person who has been an employee of any CBRL Entity unless that person has ceased to be an employee of the CBRL Entities for at least six (6) months. Gilbert also shall not communicate in any manner whatsoever, whether directly or indirectly, with any employee of a CBRL Entity on the topic of the individual's employment with a CBRL Entity, his or her plans for employment in the future, or his or her employment with any other entity, other than to say Gilbert is unable to engage in any discussions,

- 9.5 Non-Competition; Standstill. Gilbert covenants and agrees to not obtain or work in a Competitive Position within the Territory during the Restricted Period as limited and set forth in Section 9.2(a). Gilbert further agrees that, during the Restricted Period, he will not in any manner (i) acquire, agree to acquire, or make any proposal (or request permission to make any proposal) to acquire any securities (or direct or indirect rights, warrants, or options to acquire any securities) or property (including the stock or assets of any of CBRL's subsidiaries) of CBRL (other than property transferred in the ordinary course of CBRL's business), unless such acquisition, agreement, or making of a proposal shall have been expressly first approved by (or in the case of a proposal, expressly first invited by) CBRL's Board of Directors, (ii) solicit proxies from CBRL's shareholders or otherwise seek to influence or control the management or policies of CBRL or any of its affiliates or subsidiaries, or (iii) assist (including by knowingly providing or arranging financing for that purpose) any other person or Entity in doing any of the foregoing. Gilbert and CBRL recognize and acknowledge that the scope, area and time limitations contained in this Agreement are reasonable and are properly required for the protection of the business interests of CBRL due to Gilbert's status and reputation in the industry and the knowledge to be acquired by Gilbert through his association with CBRL's and Cracker Barrel's business and the public's close identification of Gilbert with Cracker Barrel and Cracker Barrel with Gilbert. Further, Gilbert acknowledges that his skills are such that he could easily find alternative, commensurate employment or consulting work in his field that would not violate any of the provisions of this Agreement. Gilbert acknowledges and understands that, as

not to compete, Gilbert will

Consideration for his execution of this Agreement and his agreement with the terms of this covenant receive severance and other benefits from CBRL in accordance with this Agreement.

9.6. CBRL specifically acknowledges and agrees that the disclosures made by Gilbert on Exhibit "A", attached hereto, do not violate any term or condition of this Agreement, and that any claim CBRL potentially has or had arising out of this disclosure is specifically released.

10. Remedies. Gilbert understands and acknowledges that his violation of Section 8.1 or Section 9 or any sub-section thereof may cause irreparable harm to CBRL and Cracker Barrel and CBRL entities may be entitled to seek injunction injunctive relief by any court of competent jurisdiction enjoining and restraining Gilbert from any employment, service, or other act prohibited by this Agreement. The parties agree that nothing in this Agreement shall be construed as prohibiting CBRL from pursuing any remedies available to it for any breach or threatened breach of Section 8.1 or Section 9 or any sub-section thereof, including, without limitation, the recovery of damages from Gilbert or any person or entity acting in concert with Gilbert. If any part of Section 8.1 or Section 9 or any sub-section thereof is found to be unreasonable, then it may be amended by appropriate order of a court of competent jurisdiction to the extent deemed reasonable. Furthermore and in recognition that certain payments under this Agreement are being agreed to in reliance upon Gilbert's compliance with Sections 8.1 and 9, in the event of a breach of Gilbert of any of the provisions of Section 8.1 or Section 9 or any sub-sections thereof, damages to CBRL would be difficult to determine and, in the event of such breach by Gilbert: the Severance Period shall immediately terminate without any action on the part of CBRL and CBRL shall be released from its obligations (a) to make any further payments to Gilbert under Section 2 hereof and (b) under Section 8.2 hereof. If CBRL brings suit to compel performance of, to interpret, or to recover damages for the breach of this Agreement, CBRL, if it prevails, shall be entitled to recover its reasonable attorneys' fees in addition to costs and necessary disbursements otherwise recoverable. Cracker Barrel may seek equitable relief in any federal or state court in Middle Tennessee and Cracker Barrel and Gilbert hereby submit to jurisdiction in those courts.

11. No Admissions. Neither the execution of this Agreement by CBRL nor the terms hereof constitutes an admission by CBRL, or by any agent or employee of CBRL or the Company Group, of liability or unlawful conduct in any manner. Likewise, Gilbert's execution of this Agreement nor its terms constitute an admission by him of any liability or unlawful conduct.

12. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and shall be binding upon their respective heirs, executors, administrators, successors and assigns. In addition, although not a party to this Agreement, Cracker Barrel is an intended third party beneficiary of this Agreement and entitled to enforce against Gilbert any of the provisions of this Agreement.

13. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, then such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms or provisions hereof, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

14. Advice of Counsel; Revocation Period. Gilbert represents and warrants:

- (a) That he has had up to twenty-one (21) days to consider this Agreement, and has decided to enter into it; signing prior to the expiration of the twenty-one (21) day period constitutes a waiver of his right to the additional time period;
- (b) That he has carefully read this Agreement, and understands its contents, meaning and intent;
- (c) That, understanding this document, he has freely and voluntarily executed it with the advice of counsel aforesaid, without compulsion, coercion or duress; and
- (d) That he has seven (7) days following his execution of this Agreement to revoke his acceptance of the Agreement, and that the Agreement will not become effective until the revocation period has expired. If he wishes to revoke this Agreement, he must notify N.B. Forrest Shoaf, Senior Vice President, General Counsel and Secretary, CBRL Group, Inc., Lebanon, TN 37086, in writing within seven (7) days following the execution of this Agreement; and
- (e) Gilbert understands and acknowledges that the Agreement is a legally binding release, and that seven (7) days after he signs it, unless revoked during the seven (7) day revocation period in this Section, that he will be barred from seeking or obtaining, directly or indirectly, any relief or recovery of any kind for or based on any of the claims released and forever discharged in this Agreement.

15. Amendments. Neither this Agreement nor any term hereof may be orally changed, waived, discharged, or terminated, and may be amended only by a written agreement signed by both of the parties hereto.

16. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee without regard to the conflict of law principles of any jurisdiction.

17. Legally Binding. The terms of this Agreement contained herein are contractual and not mere recitals.

IN WITNESS WHEREOF, the parties acknowledging that they are acting of their own free will have voluntarily caused the execution of this Agreement as of this day and year written below.

GILBERT ACKNOWLEDGES THAT HE HAS HAD A REASONABLE PERIOD OF TIME TO READ AND CONSIDER THIS AGREEMENT, THAT HAS HE HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS IT, AND IS VOLUNTARILY ENTERING INTO IT.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ANY AND ALL KNOWN AND UNKNOWN CLAIMS.

L . G i l b e r t _____ / s / D a v i d
G i l b e r t D a v i d L .

1 1 , 2 0 0 6 Date : A u g u s t

G R O U P , I N C . C B R L
M i c h a e l A . W o o d h o u s e _____ B y : / s /
P r e s i d e n t a n d C h i e f E x e c u t i v e O f f i c e r Title : C h a i r m a n ,

1 4 , 2 0 0 6 Date : A u g u s t

E x h i b i t A

E x h i b i t A t o t h i s A g r e e m e n t h a s b e e n
e x c l u d e d d u e t o i m m a t e r i a l i t y .

August 12, 2006

Douglas E. Barber

Re: Employee Retention Agreement

Dear Doug:

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 2.00 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 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, 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 7.3. 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: /s/ Michael A.

Woodhouse

Michael A. Woodhouse
Chairman, President & Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Date: August 14, 2006

Employee's Signature: /s/ Douglas E. Barber

Please Print or Type Name: Douglas E. Barber

Please Print or Type Title: Senior Vice President Restaurant Operations of Cracker Barrel Old Country Store, Inc.

August 12, 2006

Terry A. Maxwell

Re: Employee Retention Agreement

Dear Terry:

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 2.00 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 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, 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 7.3. 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: /s/ Michael A.

Woodhouse

Michael A. Woodhouse
Chairman, President & Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Date: August 14, 2006

Employee's Signature: /s/ Terry A. Maxwell

Please Print or Type Name: Terry A. Maxwell

Please Print or Type Title: Senior Vice President Retail Operations of Cracker Barrel Old Country Store, Inc.

August 14, 2006

Mr. Simon Turner

Re: Employee Retention Agreement

Dear Simon:

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 2.00 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 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, 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 7.3. 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: /s/ Michael A.

Woodhouse

Michael A. Woodhouse
Chairman, President & Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Date: August 14, 2006

Employee's Signature: /s/ Simon Turner

Please Print or Type Name: Simon Turner

Please Print or Type Title: Senior Vice President Marketing & Innovation and Chief Marketing Officer