
**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): July 31, 2013 (July 25, 2013)

CRACKER BARREL OLD COUNTRY STORE, INC.

(Exact Name of Registrant as Specified in its Charter)

Tennessee
(State or Other Jurisdiction
of Incorporation)

001-25225
(Commission
File Number)

62-0812904
(IRS Employer
Identification No.)

305 Hartmann Drive, Lebanon, Tennessee 37087
(Address of Principal Executive Offices) (Zip code)

(615) 444-5533
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Annual Bonus Plan (the “2014 Annual Bonus Plan”)

On July 25, 2013, the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) of Cracker Barrel Old Country Store, Inc. (the “Company”) adopted the 2014 Annual Bonus Plan in order to reward executive officers of the Company and of its subsidiaries if the Company successfully meets established performance targets. The payment of a bonus is dependent upon the Company achieving a threshold level of operating income from continuing operations during fiscal year 2014 (the “Performance Goal”), in which case executive officers will be eligible to receive a bonus of up to a maximum of 200% of target. The Company intends for payments under the 2014 Annual Bonus Plan to qualify as “performance based” compensation under Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”), to the maximum amount allowed under the Company’s 2010 Omnibus Stock and Incentive Plan (the “Omnibus Plan”). If the Performance Goal is not met, no bonus will be paid to any executive officer.

The Committee also approved target and maximum potential bonuses for each of the Company’s executive officers under the 2014 Annual Bonus Plan, with the exception of the target and maximum potential bonuses for the Company’s President and Chief Executive Officer, Sandra B. Cochran, which were approved by the Board. The following table indicates the target and maximum potential bonuses established for 2014, expressed as a percentage of base salary, for which each of the named executive officers would be eligible depending on the Company’s performance in 2014:

<u>Name</u>	<u>2014 Target Bonus Percentage</u>	<u>2014 Maximum Bonus Percentage</u>
Sandra B. Cochran	100%	200%
Lawrence E. Hyatt	70%	140%
Douglas E. Barber	70%	140%
Nicholas V. Flanagan	60%	120%
Edward A. Greene	50%	100%

In no case can an executive’s actual award under the 2014 Annual Bonus Plan exceed the maximum potential award, regardless of the Company’s 2014 performance.

A copy of the 2014 Annual Bonus Plan is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. The foregoing description is qualified in its entirety by reference to such exhibit.

Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Long-Term Incentive Program (the “2014 Long-Term Incentive Program”)

On July 25, 2013, the Committee established the 2014 Long-Term Incentive Program for 2014. The 2014 Long-Term Incentive Program consists of two components of substantially equal value for a participant at the time of grant: (i) the 2014 Long-Term Performance Plan (the “2014 LTTP”) that provides for awards of performance shares tied to successful achievement of pre-determined

return on invested capital goals over fiscal years 2014 and 2015 (the “LTPP Performance Goal”), and (ii) the 2014 Market Stock Unit Grant (the “2014 MSU Grant”) that provides for awards of market-based stock units tied to total shareholder return over fiscal years 2014, 2015 and 2016 (the “MSU Performance Goal”).

The Committee also approved equity award percentages which represent the target opportunities for awards under the 2014 LTPP (the “LTPP Percentage”) and 2014 MSU Grant (the “MSU Percentage”), expressed as a percentage of the executive officer’s base salary. The LTPP Percentage and MSU Percentage, respectively, for the named executive officers were established by the Committee simultaneously with the establishment of the 2014 LTPP and 2014 MSU Grant, with the exception of Ms. Cochran’s LTPP Percentage and MSU Percentage, respectively, which were approved by the Board. Set forth below is each named executive officer’s LTPP Percentage and MSU Percentage, respectively:

<u>Name</u>	<u>LTPP Percentage</u>	<u>MSU Percentage</u>
Sandra B. Cochran	170%	170%
Lawrence E. Hyatt	85%	85%
Douglas E. Barber	65%	65%
Edward A. Greene	37.5%	37.5%
Nicholas V. Flanagan	37.5%	37.5%

Under the 2014 MSU Grant, each named executive officer is eligible to receive equity awards calculated as a function of the named executive officer’s MSU Percentage in direct proportion to any percentage increase in the Company’s total shareholder return over fiscal years 2014, 2015 and 2016.

Under the 2014 LTPP, if the LTPP Performance Goal is met, then each named executive officer becomes eligible to receive equity awards calculated as a function of the named executive officer’s LTPP Percentage.

The Company intends for awards under both the 2014 LTPP and the 2014 MSU Grant to qualify as “performance based” compensation under Section 162(m) of the Code to the maximum amount allowed under the Omnibus Plan. Accordingly, as with the 2014 Annual Bonus Plan, eligibility to receive awards under the 2014 Long-Term Incentive Program is dependent upon the Company’s achievement of pre-determined operating income performance goals during the applicable performance period. If these operating income performance goals are not met, then no award will be made under 2014 Long-Term Incentive Program to any named executive officer. If, however, the applicable operating income performance goal is met, then each named executive officer participating in the applicable plan will become eligible to receive an equity award determined according to the Company’s performance relative to the LTPP Performance Goal and the MSU Performance Goal, as applicable.

A copy of the 2014 Long-Term Incentive Program is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference. The foregoing description is qualified in its entirety by reference to such exhibit.

Restricted Stock Awards

On July 30, 2013, the Board approved the issuance of 12,000 shares of restricted stock to Ms. Cochran, pursuant to the Omnibus Plan and that certain Restricted Stock Award Notice (the "Restricted Stock Award Notice"), dated July 30, 2013 (the "Grant Date"), by and between the Company and Ms. Cochran.

Also on July 30, 2013, the Committee approved the issuance of 3,000 shares of restricted stock to the Company's Senior Vice President and Chief Financial Officer, Lawrence E. Hyatt, pursuant to the Omnibus Plan and the Restricted Stock Award Notice, dated as of the Grant Date, by and between the Company and Mr. Hyatt.

Pursuant to the terms and conditions of the Restricted Stock Award Notice, the restricted stock issued to Ms. Cochran and Mr. Hyatt, respectively, shall vest on the third anniversary of the Grant Date, subject to continuous employment with the Company on the vesting date. The Restricted Stock Award Notice also provides that Ms. Cochran and Mr. Hyatt, respectively, (i) shall not have rights of a shareholder of the Company with respect to the restricted stock, but shall receive dividend equivalent rights, paid upon vesting of the restricted stock, in respect of the restricted stock at the time of any payment of dividends to Company's outstanding common stock, (ii) shall forfeit the restricted stock if Ms. Cochran or Mr. Hyatt, as applicable, terminates employment with the Company for any reason before the restricted stock vests, and (iii) may not assign or transfer any interest in the restricted stock other than by testamentary bequest or devise of the laws of descent or distribution.

A copy of the Form of Restricted Stock Award Notice is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference. The foregoing description is qualified in its entirety by reference to such exhibit.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Annual Bonus Plan
- 10.2 Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Long-Term Incentive Program
- 10.3 Form of Restricted Stock Award Notice

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.

Date: July 31, 2013

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/ Lawrence E. Hyatt

Name: Lawrence E. Hyatt

Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Annual Bonus Plan
10.2	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Long-Term Incentive Program
10.3	Form of Restricted Stock Award Notice

CRACKER BARREL OLD COUNTRY STORE, INC.
and
SUBSIDIARIES

FY 2014 ANNUAL BONUS PLAN

ARTICLE I
General

1.1 Establishment of the Plan. Pursuant to the Cracker Barrel Old Country Store, Inc. 2010 Omnibus Stock and Incentive Plan (the "Omnibus Plan"), the Compensation Committee (the "Committee") of the Board of Directors of Cracker Barrel Old Country Store, Inc. (the "Company") hereby establishes this FY 2014 Annual Bonus Plan (the "ABP").

1.2 Plan Purpose. The purpose of this ABP is to specify appropriate opportunities to earn a bonus with respect to the Company's 2014 fiscal year in order to reward officers of the Company and of its subsidiaries for the Company's financial performance during fiscal year 2014 and to further align their interests with those of the shareholders of the Company.

1.3 ABP Subject to Omnibus Plan. This ABP is established pursuant to, and it comprises a part of the Omnibus Plan. Accordingly, all of the terms of the Omnibus Plan are incorporated in this ABP by reference as if included verbatim. In case of a conflict between the terms and conditions of the ABP and the Omnibus Plan, the terms and conditions of the Omnibus Plan shall supersede and control the issue. It is intended that the ABP shall in all respects be subject to and governed by the provisions of the Omnibus Plan and, except to the extent Annual Bonuses (as defined herein) are paid on an accelerated basis pursuant to a Change in Control, that all Annual Bonuses paid to Covered Employees shall constitute qualified performance-based compensation under Section 162(m) of the Code. The terms of this ABP shall in all respects be so interpreted and construed as to be consistent with this intention.

ARTICLE II
Definitions

2.1 Omnibus Plan Definitions. Capitalized terms used in this ABP without definition have the meanings ascribed to them in the Omnibus Plan, unless otherwise expressly provided.

2.2 Other Definitions. In addition to those terms defined in the Omnibus Plan and elsewhere in this ABP, whenever used in this ABP, the following terms have the meanings set forth below:

- (a) "2014 Operating Income" means, operating income for the 2014 fiscal year as calculated consistent with past practice and presented in the audited financial statements, subject to adjustment as follows: excluding (i) extraordinary gains or losses and the effects of any sale of assets (other than in the ordinary course

of business), (ii) the effects of any changes in accounting principles, (iii) the effects of any charges or expenses related to extraordinary, non-operational charges or expenses relating to stockholder demands, inquiries or events and related governance and other responses, (iv) the effects of charges or expenses related to the Company's organizational restructuring, and (v) the effects of charges related to severance events.

- (b) "Annual Bonus" means the Award paid to a Participant after the Committee determines that the Performance Goal has been achieved and exercised its discretion in determining whether to pay the Eligible Bonus or some different lower amount.
- (c) "Eligible Bonus" means an Award equal to a percentage of a Participant's applicable annual base salary established within the first 90 days of the Performance Period or, in the case of new hires or Participants who are promoted, established at the time of hiring or promotion and the portion of fiscal year 2014 for which the salary is applicable, consistent with those established for the same or similar position by the Committee within the first 90 days of the Performance Period.
- (d) "Performance Goal" means achievement of 2014 Operating Income in an amount equal to or greater than an amount established by the Committee by resolution within the first 90 days of the Performance Period.
- (e) "Performance Period" means the Company's 2014 fiscal year.

ARTICLE III

Eligibility; Calculation and Payment of Awards

3.1 Plan Eligibility. The Participants in the ABP shall be those persons designated by the Committee during the first 90 days of the Company's 2014 fiscal year, and those hired or promoted during the fiscal year and at that time designated as Participants by the Committee.

3.2 Bonus Eligibility. If the Performance Goal is achieved, each Participant shall be eligible to receive his or her Eligible Bonus. The Annual Bonus, however, shall be determined by the Committee based upon such measures, if any, that the Committee in its discretion shall employ.

3.3 Calculation and Payment of Awards. After the close of the Performance Period, the Committee shall certify in writing the achievement of the Performance Goal and the amounts of any Annual Bonus payable to each Participant. No Annual Bonus shall be paid to any Covered Employee if the Performance Goal is not achieved. Any Annual Bonus due shall be paid in cash within a reasonable time after certification of the achievement of the Performance Goal by the Committee and, in any event, on or prior to March 15, 2015.

3.4 Committee Discretion; Limit on Awards. Subject to Section 3.2, The Committee shall have the discretion to establish the amount of any Annual Bonus payable to any Participant, except that the Annual Bonus of any Covered Employee shall not exceed either his or her Eligible Bonus or the applicable Limitations set forth in the Omnibus Plan; provided, that in applying any of such limitations, amounts payable under this ABP shall be considered prior to any other cash payments to a Participant.

ARTICLE IV Termination of Employment

Except upon death or disability, if, prior to the certification of the Award as set forth in Section 3.3, a Participant's employment is terminated or the Participant voluntarily resigns, all of the Participant's rights to an Annual Bonus shall be forfeited. If a Participant's employment is terminated because of a Participant's death or disability, the Eligible Bonus shall be reduced to reflect only the period of employment prior to termination. The adjusted Award shall be based upon the number of days of employment during the Performance Period. In the case of a Participant's disability, the employment termination shall be deemed to have occurred on the date the Committee determines that the disability has occurred, pursuant to the Company's then-effective group long-term disability insurance benefit for officers. Any Annual Bonus thereafter determined by the Committee shall be payable at the time specified in Section 3.3.

ARTICLE V Change in Control

If a Change in Control takes place during fiscal 2014, (i), the Performance Goal shall be deemed to have been met if the Company's operating income through the end of the fiscal month preceding the Change in Control equals or exceeds 50% of the Company's operating income for the comparable period in the 2013 fiscal year, (ii) all Annual Bonuses established by the Committee shall be immediately payable in cash to Participants upon the date of the Change of Control (subject to any election previously made by a Participant to defer receipt of such Bonus), and (iii) unless expressly terminated, this ABP shall continue in effect throughout the remainder of fiscal 2014 with the amount of any Bonuses payable at the end of 2014 reduced by the amount of any Bonuses paid upon the Change in Control.

ARTICLE VI Recoupment Policy

6.1 General Recoupment Policy. The Company may recover any incentive compensation awarded or paid pursuant to this ABP based on (i) achievement of financial results that were subsequently the subject of a restatement due to material noncompliance with any financial reporting requirement under either GAAP or the federal securities laws, other than as a result of changes to accounting rules and regulations, or (ii) a subsequent finding that the financial information or performance metrics used by the Committee to determine the amount of the incentive compensation were materially inaccurate, in each case

regardless of individual fault. In addition, the Company may recover any incentive compensation awarded or paid pursuant to this ABP based on a Participant's conduct which is not in good faith and which materially disrupts, damages, impairs or interferes with the business of the Company and its affiliates. The provisions of this Article VI shall apply to any incentive compensation earned or paid to a Participant pursuant to this ABP. Subsequent changes in status, including retirement or termination of employment, do not affect the Company's rights to recover compensation under this policy.

6.2 Administration of Policy. The Committee will administer this policy and exercise its discretion and business judgment in the fair application of this policy based on the facts and circumstances as it deems relevant in its sole discretion. More specifically, the Committee shall determine in its discretion any appropriate amounts to recoup, the officers from whom such amounts shall be recouped (which need not be all officers who received the bonus compensation at issue) and the timing and form of recoupment; provided, that only compensation paid or settled within three years prior to the Committee taking action under this Article VI shall be subject to recoupment; provided further, that any recoupment pursuant to clause (i) or (ii) of the first sentence of this paragraph shall not exceed the portion of any applicable bonus paid hereunder that is in excess of the amount of performance-based or incentive compensation that would have been paid or granted based on the actual, restated financial statements or actual level of the applicable financial or performance metrics as determined by the Committee in its sole discretion.

6.3 Setoff. For avoidance of doubt, the Company may set off the amounts of any such required recoupment against any amounts otherwise owed by the Company to a Participant as determined by the Committee in its sole discretion, solely to the extent any such offset complies with the requirements of Section 409A of the Code and the guidance issued thereunder.

6.4 Other Adjustments. If any restatement of the Company's financial results indicates that the Company should have made higher performance-based payments than those actually made under the ABP for a period affected by the restatement, then the Committee shall have discretion, but not the obligation to cause the Company to make appropriate incremental payments to affected Participants then-currently employed by the Company. The Committee will determine, in its sole discretion, the amount, form and timing of any such incremental payments, which shall be no more than the difference between the amount of performance-based compensation that was paid or awarded and the amount that would have been paid or granted based on the actual, restated financial statements.

**CRACKER BARREL OLD COUNTRY STORE, INC.
AND
SUBSIDIARIES**

FY 2014 LONG-TERM INCENTIVE PROGRAM

**ARTICLE I
General**

1.1 Establishment of the Plan. Pursuant to the Cracker Barrel Old Country Store, Inc. 2010 Omnibus Stock and Incentive Plan (the "Omnibus Plan"), the Compensation Committee (the "Committee") of the Board of Directors of Cracker Barrel Old Country Store, Inc. (the "Company") hereby establishes this FY 2014 Long-Term Incentive Program (the "Program").

1.2 Purpose. This Program consists of two forms of long-term incentive awards: (a) a Long Term Performance Plan ("LTTP") Award, and (b) a Market Stock Unit ("MSU") Award. The purposes of the LTTP Awards are to reward officers of the Company and its subsidiaries for the Company's financial performance during fiscal years 2014 and 2015 and to retain them during this time; the purposes of the MSU Awards are to reward officers of the Company and its subsidiaries for the Company's financial performance during fiscal years 2014, 2015 and 2016 and to retain them during this time. The Program is also intended to attract and retain the best possible executive talent to the Company, to motivate officers to focus attention on long-term objectives and strategic initiatives, and to further align their interests with those of the shareholders of the Company.

1.3 Program Subject to Omnibus Plan. This Program is established pursuant to, and it comprises a part of the Omnibus Plan. Accordingly, all of the terms and conditions of the Omnibus Plan are incorporated in this Program by reference as if included verbatim. In case of a conflict between the terms and conditions of the Program and the Omnibus Plan, the terms and conditions of the Omnibus Plan shall supersede and control the issue.

**ARTICLE II
Definitions**

2.1 Omnibus Plan Definitions. Capitalized terms used in this Program without definition have the meanings ascribed to them in the Omnibus Plan, unless otherwise expressly provided.

2.2 Other Definitions. In addition to those terms defined in the Omnibus Plan and elsewhere in this Program, whenever used in this Program, the following terms have the meanings set forth below:

- (a) "Cause," in addition to those reasons specified in the Omnibus Plan, also includes unsatisfactory performance or staff reorganizations.

(b) “Eligible LTPP Award” or “Eligible MSU Award” means the maximum LTPP Award or MSU Award, as the case may be, to which a Participant is entitled if the Company achieves the applicable Performance Goal during the applicable Performance Period. The Committee shall establish an Eligible LTPP Award and an Eligible MSU Award for each Participant within the first 90 days of the Performance Period.

(c) “LTPP Award” means an Award granted as an “LTPP Award” hereunder that is denominated in either cash or Shares, including any cash dividend equivalent rights related thereto, as determined by the Committee.

(d) “LTPP Performance Goal” means achievement of aggregate Operating Income during the Performance Period applicable to LTPP Awards in an amount equal to or greater than the amount established by the Committee within the first 90 days of the Performance Period.

(e) “MSU Award” means an Award granted as an “MSU Award” hereunder that is denominated in Shares, including any cash dividend equivalent rights related thereto. Each MSU is a notional unit of measurement having a value equivalent to one Share, subject to the terms hereof. The MSUs are unfunded, unsecured obligations of the Company.

(f) “MSU Performance Goal” means achievement of aggregate Operating Income during the Performance Period applicable to MSU Awards in an amount equal to or greater than the amount established by the Committee within the first 90 days of the Performance Period.

(g) “Operating Income” means, total operating income during the fiscal years of the applicable Performance Period, as calculated consistent with past practice and presented in the audited financial statements, subject to adjustment as follows: excluding (i) extraordinary gains or losses and the effects of any sale of assets (other than in the ordinary course of business), (ii) the effects of any changes in accounting principles, (iii) the effects of any charges or expenses related to extraordinary, non-operational charges or expenses relating to stockholder demands, inquiries or events and related governance and other responses, (iv) the effects of charges or expenses related to the Company’s organizational restructuring, and (v) the effects of charges or expenses related to any severance event.

(h) “Performance Period” with respect to LTPP Awards hereunder means the Company’s 2014 and 2015 fiscal years, and with respect to MSU Awards hereunder means the Company’s 2014, 2015 and 2016 fiscal years.

(i) “Performance Shares” means an LTPP Award that is denominated in Shares.

(j) "Retirement" (or the correlative "Retire" or "Retires") means the voluntary termination of employment by a Participant in good standing under this Program at a time when the Participant meets the definition of Retirement Eligible.

(k) "Retirement Eligible" means that a Participant:

1. shall have achieved the age of 60 and
2. has five (5) or more years of service with the Company, its predecessors or subsidiaries and
3. provides at least 60 days notice prior to the intended retirement date.

(l) "Return on Invested Capital" means the quotient of the following, as calculated consistent with past practice and presented in the audited financial statements: (i) the average of Operating Income for each year of the Performance Period plus the average of rent paid during each year of the Performance Period, divided by (ii) the average end of year balances for the 2013, 2014 and 2015 fiscal years of the sum of the following balance sheet items: inventory, net property held for sale, net property, plant & equipment and capitalized leases reduced by accounts payable.

(m) "Target LTPP Award" or "Target MSU Award" means the target LTPP Award or MSU Award, as the case may be, to which a Participant is entitled if the Company achieves the applicable target performance determined by the Committee with respect to the applicable Performance Period.

(n) "Total Shareholder Return" means the change in the price of a Share (comparing the beginning Share price to the ending Share price), plus dividends paid, during the Performance Period applicable to MSU Awards. The beginning Share price shall be determined by averaging the closing Share prices during the 60 calendar day period (30 days prior to and 30 days after) around the first business day of the Company's 2014 fiscal year. The ending Share price shall be determined by averaging the closing Share prices during the 60 calendar day period (30 days prior to and 30 days after) around the last business day of the Company's 2016 fiscal year.

ARTICLE III LTPP Awards

3.1 Eligibility. Participants eligible to receive an LTPP Award shall be those persons designated by the Committee during the first 90 days of the Performance Period or new hires or those persons who may be promoted and are designated as Participants by the Committee at the time of hiring or promotion. No new Participants are eligible after the second fiscal quarter of the Company's 2015 fiscal year. The Company will provide each Participant with an Award Notice, substantially in the form of Exhibit A attached hereto, setting forth such Participant's Target LTPP Award.

3.2 Award Eligibility. If the LTPP Performance Goal is achieved, each Participant shall be eligible to receive his or her Eligible LTPP Award. The actual number of Performance Shares or amount of cash earned by a Participant pursuant to his or her LTPP Award shall be determined by multiplying the Target LTPP Award by a

multiplier established by the Committee, which multiplier shall be determined based on the Company's achievement of Return on Invested Capital during the Performance Period. The actual number of Performance Shares or amount of cash to be awarded to a Participant hereunder may range from 0% to 200% of the Participant's Target LTPP Award. The number of Performance Shares (or amount of cash) settled (or paid) pursuant to the LTPP Award of any Covered Employee shall not exceed either his or her Eligible LTPP Award or any limits prescribed by the Omnibus Plan, including the Limitations set forth therein. In applying such Limitations, compensation payable pursuant to any annual bonus plan of the Company shall be considered prior to any payments of LTPP Awards, and any compensation payable pursuant to LTPP Awards shall be considered prior any compensation payable pursuant to MSU Awards.

3.3 Threshold Vesting. As a condition precedent to any portion of the LTPP Award vesting, the LTPP Performance Goal adopted by the Committee must be achieved and the Committee must certify to such achievement pursuant to Section 10.3 of the Omnibus Plan within 60 days following the end of the applicable Performance Period. No LTPP Award shall be paid to any Covered Employee if the LTPP Performance Goal is not achieved.

3.4 Settlement. Any LTPP Award made by the Committee shall be settled or paid promptly following certification by the Committee of the LTPP Performance Goal as provided in Section 3.3.

3.5 Restrictions; Cash Dividend Equivalent Rights. Subject to Article V, notwithstanding that the LTPP Performance Goal to which the Eligible LTPP Award is subject hereunder may be satisfied by or prior to the end of the applicable Performance Period, the Shares (or cash) with respect thereto shall not vest or otherwise become payable to a Participant, nor shall a Participant have any of the rights of a shareholder of the Company with respect to any Performance Shares, until the end of the Performance Period to which the LTPP Award relates; provided, however, that Participants shall receive dividend equivalent rights in respect of the Shares covered by the LTPP Award at the time of any payment of dividends to stockholders on Shares. The Shares covered by a Participant's Eligible LTPP Award will be credited with a cash amount equal to the amount that would be payable to the Participant as a stockholder in respect of a number of Shares equal to the number of Shares covered by the Eligible LTPP Award outstanding and unpaid as of the dividend record date. Each cash dividend equivalent right will vest and be payable at the time and only to the extent the LTPP Award to which it relates is paid, and only those cash dividend equivalent rights that relate to Shares covered by the earned LTPP Award shall be paid.

ARTICLE IV MSU Awards

4.1 Eligibility. Participants eligible to receive an MSU Award shall be those persons designated by the Committee during the first 90 days of the Performance Period

or new hires or those persons who may be promoted and are designated as Participants by the Committee at the time of hiring or promotion. No new Participants are eligible after the second fiscal quarter of the Company's 2016 fiscal year. The Company will provide each Participant with an Award Notice, substantially in the form of Exhibit B attached hereto, setting forth such Participant's Target MSU Award.

4.2 Award Eligibility. If the MSU Performance Goal is achieved, each Participant shall be eligible to receive his or her Eligible MSU Award. The actual number of MSUs earned by a Participant pursuant to his or her MSU Award shall be determined by multiplying the Target MSU Award by a multiplier established by the Committee, which multiplier shall be determined based on the percentage change in Total Shareholder Return during the Performance Period applicable to MSU Awards. The actual number of MSUs awarded to a Participant hereunder may range from 0% to 150% of the Participant's Target MSU Award. The MSUs earned by any Covered Employee shall not exceed either his or her Eligible MSU Award or any limits prescribed by the Omnibus Plan including the Limitations set forth therein; provided, that in applying such Limitations, compensation payable pursuant to any annual bonus plan of the Company shall be considered prior to any payments of LTPP Awards, and any compensation payable pursuant to LTPP Awards shall be considered prior any compensation payable pursuant to MSU Awards.

4.3 Threshold Vesting. As a condition precedent to any portion of the MSU Award vesting, the MSU Performance Goal adopted by the Committee must be achieved and the Committee must certify to such achievement pursuant to Section 10.3 of the Omnibus Plan within 60 days following the end of the Performance Period. No MSU Award shall be paid to any Covered Employee if the MSU Performance Goal is not achieved.

4.4 Settlement. Settlement of vested MSUs shall be made in Shares promptly following the date of certification of achievement of the MSU Performance Goal by the Committee.

4.5 Restrictions; Cash Dividend Equivalent Rights. Subject to Article V, notwithstanding that the MSU Performance Goal to which the Eligible MSU Award is subject hereunder may be satisfied by or prior to the end of the Performance Period, no MSUs shall vest or otherwise become payable to a Participant prior to the expiration of the Performance Period, nor shall a Participant have any of the rights of a shareholder of the Company with respect to any MSUs until the end of the Performance Period to which the MSU Award relates; provided, however, that Participants shall receive dividend equivalent rights in respect of the MSU Awards at the time of any payment of dividends to stockholders on Shares. A Participant's Eligible MSU Award will be credited with a cash amount equal to the amount that would be payable to the Participant as a stockholder in respect of a number of Shares equal to the number of MSUs covered by the Eligible MSU Award outstanding and unpaid as of the dividend record date. Each cash dividend equivalent right will vest and be payable at the time and only to the extent the MSU to which it relates is paid, and only those cash dividend equivalent rights that relate to MSUs settled in Shares pursuant to Section 4.4 shall be paid.

ARTICLE V
Additional Vesting Conditions

5.1 Service Requirements. In addition to the performance vesting requirements set forth in this Program, but subject to the remaining provisions of this Article V, the right of any Participant to receive settlement or payment of an Award granted hereunder shall become vested only if he or she remains continuously employed by the Company or an Affiliate from the grant date of the Award until the end of the applicable Performance Period. Subject to Sections 5.2 to 5.5 hereof, if the service vesting requirements of this Section 5.1 are not satisfied, all of the Shares (including any cash dividend equivalent rights related thereto) or cash subject to Awards granted hereunder shall be immediately forfeited and the Participant's rights with respect thereto shall cease.

5.2 Accelerated Vesting During the Performance Period. If, prior to the end of the Performance Period, a Participant's employment is terminated because of death, disability or Retirement, any LTPP Award and MSU Award of such Participant shall be reduced pro rata to reflect only employment prior to that termination. The reduced LTPP Award and MSU Award shall be based upon the number of calendar months of employment from the beginning of the applicable Performance Period (or, if later, the date of the Participant's hire) until the date of such termination. In the case of a Participant's disability, the employment termination shall be deemed to have occurred on the date the Committee determines that the disability has occurred, pursuant to the Company's then-effective group long-term disability insurance benefit for officers. The LTPP Award and MSU Award shall otherwise be determined and settled or paid (including any cash dividend equivalent rights related thereto) on the same schedules set forth in Section 3.4 or Section 4.4, as the case may be, including being conditioned upon the achievement of the applicable Performance Goals.

5.3 Termination Following Performance Period. If a Participant ceases to be employed by the Company (or any Affiliate) for any reason other than for Cause following the close of the applicable Performance Period, the Participant shall be entitled to payment or settlement of his or her LTPP Award and MSU Award at the time and on the basis specified in Section 3.4 or Section 4.4, as the case may be.

5.4 Termination of Employment For Cause. If, prior to the date on which an LTPP Award or MSU Award is finally paid or settled, a Participant's employment is terminated for Cause, all of the Participant's rights to any Awards hereunder shall be forfeited.

5.5 Effect of Change in Control.

(a) LTPP Awards. In the event of a Change in Control prior to the end of the Performance Period applicable to the LTPP Awards, (i) the LTPP Performance Goal shall be deemed to have been met if the Company's 2014 Operating Income through the end of the fiscal month preceding the Change in Control equals or exceeds 50% of the Company's operating income for the comparable period in the 2013 fiscal year, and (ii) any LTPP Award (including any cash dividend equivalent rights related thereto) earned by reason of Section 5.5(a) shall be immediately payable in cash to Participants upon the date of the Change of Control.

(b) MSU Awards. In the event of a Change in Control prior to the end of the Performance Period applicable to the MSU Awards, the Committee shall have the discretion (i) to continue the Performance Period following the Change in Control; provided, that in the event a Participant's employment with the Company (or its Affiliate or successor) is terminated without Cause within 24 months following the Change in Control, the Participant shall be treated as if the Participant had remained employed throughout the entire Performance Period for purpose of determining the vesting of the Participant's MSU Award, or (ii) end the Performance Period as of the date of the Change in Control and settle the MSU Awards (including any cash dividend equivalent rights related thereto) either at the Target MSU Awards or to such other extent as the Committee determines in its discretion the applicable performance criteria have been met, if at all.

ARTICLE VI Recoupment Policy

6.1 General Recoupment Policy. The Company may recover any incentive compensation awarded or paid pursuant to this Program based on (i) achievement of financial results that were subsequently the subject of a restatement due to material noncompliance with any financial reporting requirement under either GAAP or the federal securities laws, other than as a result of changes to accounting rules and regulations, or (ii) a subsequent finding that the financial information or performance metrics used by the Committee to determine the amount of the incentive compensation were materially inaccurate, in each case regardless of individual fault. In addition, the Company may recover any incentive compensation awarded or paid pursuant to this Program based on a Participant's conduct which is not in good faith and which materially disrupts, damages, impairs or interferes with the business of the Company and its affiliates. The provisions of this Article VI shall apply to any incentive compensation earned or paid to a Participant pursuant to this Program, including compensation paid in Shares and any cash dividend equivalent rights related thereto. Subsequent changes in status, including retirement or termination of employment, do not affect the Company's rights to recover compensation under this policy.

6.2 Administration of Policy. The Committee will administer this policy and exercise its discretion and business judgment in the fair application of this policy based on the facts and circumstances as it deems relevant in its sole discretion. More specifically, the Committee shall determine in its discretion any appropriate amounts to

recoup, the officers from whom such amounts shall be recouped (which need not be all officers who received the bonus compensation at issue) and the timing and form of recoupment; provided, that only compensation paid or settled within three years prior to the Committee taking action under this Article VI shall be subject to recoupment; provided further, that any recoupment pursuant to clause (i) or (ii) of the first sentence of this paragraph shall not exceed the portion of any applicable bonus paid hereunder that is in excess of the amount of performance-based or incentive compensation that would have been paid or granted based on the actual, restated financial statements or actual level of the applicable financial or performance metrics as determined by the Committee in its sole discretion.

6.3 Setoff. For avoidance of doubt, the Company may set off the amounts of any such required recoupment against any amounts otherwise owed by the Company to a Participant as determined by the Committee in its sole discretion, solely to the extent any such offset complies with the requirements of Section 409A of the Code and the guidance issued thereunder.

6.4 Other Adjustments. If any restatement of the Company's financial results indicates that the Company should have made higher performance-based payments than those actually made under the Program for a period affected by the restatement, then the Committee shall have discretion, but not the obligation to cause the Company to make appropriate incremental payments to affected Participants then-currently employed by the Company. The Committee will determine, in its sole discretion, the amount, form and timing of any such incremental payments, which shall be no more than the difference between the amount of performance-based compensation that was paid or awarded and the amount that would have been paid or granted based on the actual, restated financial statements.

ARTICLE VII
Miscellaneous

7.1 Restrictions on Transfer. No Award covered hereby may be sold, assigned, transferred, encumbered, hypothecated or pledged by a Participant except as provided in the Omnibus Plan or this Program.

7.2 Effect of Employment Agreement. If a Participant is employed pursuant to an employment agreement with the Company (or an Affiliate), any provisions thereof relating to the effect of a termination of the Participant's employment upon his or her rights with respect to the Awards covered hereby, including, without limitation, any provisions regarding acceleration of vesting and/or payment of the Awards in the event of termination of employment, shall be fully applicable and supersede any provisions hereof with respect to the same subject matter.

7.3 No Right of Employment. Nothing in this Program shall confer upon any Participant any right to continue as an employee of the Company or an Affiliate or interfere in any way with the right of the Company or an Affiliate to terminate a Participant's employment at any time or to change the terms and conditions of such employment.

7.4 Governing Law. This Program and the Awards issued hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee, without giving effect to the choice of law principles thereof.

7.5 Section 409A.

(a) Notwithstanding the other provisions hereof, the Awards issued hereunder are intended to comply with or be exempt from the requirements of Section 409A of the Code, to the extent applicable, and this Program shall be interpreted to avoid any penalty sanctions under Section 409A of the Code. Accordingly, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code and, if necessary, any such provision shall be deemed amended to comply with Section 409A of the Code and regulations thereunder. If any payment cannot be provided or made at the time specified herein without incurring sanctions under Section 409A of the Code, then such payment shall be provided in full at the earliest time thereafter when such sanctions will not be imposed. Except to the extent permitted under Section 409A of the Code, in no event may a Participant, directly or indirectly, designate the calendar year of any payment under this Award.

(b) Notwithstanding any provision to the contrary in this Program and to the extent that Section 409A of the Code (including Section 409A(a)(2)(b) of the Code) is applicable to this Program, if on the date of a Participant's termination of employment, he or she is a "specified employee" (as such term is defined in Section 409A(a)(2)(B)(i) of the Code and its corresponding regulations) as determined by the Board (or its delegate) in accordance with its "specified employee" determination policy, then the amount of an Award that constitutes deferred compensation subject to the requirements of Section 409A of the Code that are payable within the six (6) month period following such Participant's separation from service shall be postponed for a period of six (6) months following the "separation from service" with the Company (or any successor thereto). Any payments delayed pursuant to this Section 7.5(b) will be made in a lump sum on the Company's first regularly scheduled payroll date that follows such six (6) month period or, if earlier, the date of the Participant's death.

(c) Notwithstanding any other provision to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Program providing for the payment of "deferred compensation" (within the meaning of Section 409A of the Code) upon or following a termination of employment unless such termination is also a "separation from service" from the Company within the meaning of Section 409A of the Code and Section 1.409A-1(h) of the Treasury Regulations and, for purposes of any such provision of this Program, references to a "separation," "termination," "termination of employment" or like terms shall mean "separation from service."

(d) For the avoidance of doubt, any payment due pursuant to this Program within a period following an applicable payment event, shall be made on a date during such period as determined by the Company in its sole discretion.

Cracker Barrel Old Country Store, Inc.
RESTRICTED STOCK AWARD NOTICE

This Award Notice (the "Notice") is dated as of the day of , 2013 (the "Grant Date"), from Cracker Barrel Old Country Store, Inc., a Tennessee corporation (the "Company") to (the "Employee").

WHEREAS, the Compensation Committee of the Company's Board of Directors has authorized an award to the Employee of () shares of the Company's \$0.01 par value common stock (the "Restricted Stock") pursuant to the terms and provisions of the Cracker Barrel Old Country Store, Inc. 2010 Omnibus Stock and Incentive Plan (the "Plan");

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, including the services to be rendered to the Company by the Employee, the Company does hereby award the Restricted Stock to the Employee, and the Employee accepts such Restricted Stock, on the following terms and conditions:

(1) Grant of Restricted Stock. The Company hereby grants to the Employee the Restricted Stock, subject to all the restrictions, limitations and other terms and provisions of the Plan and this Notice. The Company may, but shall not be required to, issue certificates for the Restricted Stock in the Employee's name. If the Company issues certificates for the Restricted Stock, the Secretary of the Company will hold the certificates until the Restricted Stock is either: (i) forfeited; or (ii) vested. The Company will distribute the certificates to the Employee or, if applicable, his/her beneficiary, in accordance with the provisions of this Notice.

(2) Restrictions. Until the Restricted Stock vests and becomes distributable in accordance with the Plan and this Notice, except as otherwise provided herein, the Employee shall not have any of the rights of a shareholder of the Company with respect to the Restricted Stock, including the right to vote the shares; provided, however, that the Employee shall receive dividend equivalent rights in respect of the Restricted Stock at the time of any payment of dividends to stockholders on Shares. The Restricted Stock will be credited with a cash amount equal to the amount that would be payable to the Employee as a stockholder in respect of a number of Shares equal to the number of shares of Restricted Stock covered by this Notice outstanding and unvested as of the dividend record date. Each cash dividend equivalent right will vest and be payable at the time and only to the extent the Restricted Stock to which it relates is paid, and only those cash dividend equivalent rights that relate to Restricted Stock that actually vests in accordance with Section 3 shall be paid.

(3) Vesting. The Restricted Stock, subject to all the restrictions, limitations and other terms and provisions of the Plan and this Notice, shall become 100% vested and become distributable on the third anniversary of the Grant Date, and the restrictions shall lapse so long as the Employee is employed by the Company on that vesting date. If the Employee terminates employment with the Company and all Affiliates for any reason and before all of the Restricted Stock has become vested under this Notice, the Employee's Restricted Stock that has not become

vested will be forfeited on and after the effective date of the termination. Neither the Company nor any Affiliate will have any further obligations to the Employee under this Notice when the Employee's Restricted Stock is forfeited.

(4) Terms and Conditions of Distribution. The Company will distribute certificates for Restricted Stock, and the cash amount of any dividend equivalent rights accumulated thereon as provided in Section 2, as soon as practicable after the Restricted Stock becomes vested. If the Employee dies before the Company has distributed any vested Restricted Stock, the Company will distribute certificates for the shares (including any cash dividend equivalent rights) to the beneficiary or beneficiaries the Employee designated, in the proportions the Employee specified. If the Employee failed to designate a beneficiary or beneficiaries, the Company will make such distributions to the Employee's personal representative. The Company will make such distributions no later than six months after the Employee's death. The Company will not make any distribution under this Section before the first date the Restricted Stock may be distributed to the Employee without penalty or forfeiture under federal or state laws or regulations governing short swing trading of securities. In determining whether a distribution would result in such a penalty or forfeiture, the Company and the Committee may rely upon information reasonably available to them or upon representations of the Employee's legal or personal representative.

(5) Tax Withholding and Section 83(b) Elections. At the time the Employee shall become subject to federal income taxation with respect to the Restricted Stock (normally upon vesting, unless the Employee files an election under Section 83(b) of the Code), the Employee shall pay to the Company the amount of any Federal, state, local and other taxes required to be withheld by the Company with respect to the Restricted Stock. If the Employee files an election under Section 83(b) of the Code with the Internal Revenue Service to include the fair market value of any shares of Restricted Stock in gross income while they are still subject to any restrictions, the Employee shall promptly furnish to the Company a copy of such election. The Company may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of all Federal, state, local and other taxes required by law to be withheld upon the vesting of the Restricted Stock and the payment of the cash dividend equivalent rights. Unless otherwise determined by the Committee, the Employee will be permitted to elect to surrender a sufficient number of shares of the vested Restricted Stock to satisfy the Company's minimum tax withholding obligation.

(6) Stock Certificates. The Company may require that certificates for shares distributed to the Employee pursuant to this Notice bear any legend that counsel to the Company believes is necessary or desirable to facilitate compliance with applicable securities laws. Notwithstanding the provisions of Sections 3 and 4, the Company is not required to issue or deliver any certificates for shares before completing the steps necessary to comply with applicable federal and state securities laws (including any registration requirements) and applicable stock exchange rules and practices. The Company will use commercially reasonable efforts to cause compliance with those laws, rules and practices.

(7) Non-transferability. No interest of the Employee or any beneficiary in or under this Notice will be assignable or transferable by voluntary or involuntary act or by operation of law, other than by testamentary bequest or devise or the laws of descent or distribution. Distribution of Restricted Stock (including any cash dividend equivalent rights) will be made

only to the Employee; or, if the Committee has been provided with evidence acceptable to it that the Employee is legally incompetent, the Employee's personal representative; or, if the Employee is deceased, to the beneficiaries or personal representative that the Employee has designated in the manner required by the Committee. The Committee may require personal receipts or endorsements of a Employee's personal representative or beneficiaries. Any effort to assign or transfer the rights under this Notice will be wholly ineffective, and will be grounds for termination by the Committee of all rights of the Employee and his/her beneficiary in and under this Notice.

(8) Notice Subject to Plan. This Notice does not undertake to express all conditions, terms and provisions of the Plan. The Committee administers the Plan. The Employee's rights under this Notice are expressly subject to the terms and conditions of the Plan, including continued shareholder approval of the Plan, and to any guidelines the Committee adopts from time to time. The Plan is hereby incorporated herein to the same extent as if copied verbatim,

(9) Interpretation. Any interpretation by the Committee of the terms and conditions of the Plan, this Notice or any guidelines adopted as described in Section 8 will be final. This Notice will be governed by and construed under the laws of the State of Tennessee, determined without regard to its conflicts of law rules, except as such laws are preempted by the laws of the United States. If any provision of this Notice shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Notice shall be exclusively in the courts in the State of Tennessee, County of Wilson, including the Federal Courts located therein (should Federal jurisdiction exist).

(10) Sole Agreement. The Award is in all respects subject to the provisions set forth in the Plan to the same extent and with the same effect as if set forth fully herein. In the event that the terms of this Award conflict with the terms of the Plan, the Plan shall control. This Notice is the entire agreement between the parties to it, and any and all prior oral and written representations are merged in this Notice. This Notice may be amended only by written agreement between the Employee and the Company.

(11) Counterparts. The parties may execute this Agreement in one or more counterparts, all of which together shall constitute but one Agreement.

IN WITNESS WHEREOF, the Company and the Employee have duly executed this Notice as of the day and year first above written.

CRACKER BARREL OLD COUNTRY STORE, INC.

By: _____
Name: _____
Title: _____

EMPLOYEE
