

Registration No. 333-174744  
Registration No. 333-111364  
Registration No. 333-71384  
Registration No. 333-63442  
Registration No. 333-81063  
Registration No. 33-45482  
Registration No. 33-37567

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**POST-EFFECTIVE AMENDMENT NO. 1  
TO  
FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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

(Exact Name of Registrant as Specified in Its Charter)

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Tennessee  
(State or Other Jurisdiction of  
Incorporation)

62-0812904  
(I.R.S. Employer  
Identification No.)

305 Hartmann Drive  
Lebanon, Tennessee 37088  
(Address and Zip Code of Principal Executive Offices)

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Cracker Barrel Old Country Store, Inc. 2010 Omnibus Stock and Incentive Plan  
Cracker Barrel Old Country Store, Inc. 2002 Omnibus Incentive Compensation Plan  
CBRL Group, Inc. 2000 Non-Executive Stock Option Plan  
Cracker Barrel Old Country Store, Inc. 1989 Non-Employee Director's Stock Option Plan  
Cracker Barrel Old Country Store, Inc. Amended and Restated Stock Option Plan  
(Full title of the Plans)

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Michael J. Zylstra  
Vice President, Chief Legal Officer and Secretary  
Cracker Barrel Old Country Store, Inc.  
305 Hartmann Drive  
Lebanon, Tennessee 37088  
(615) 444-5533  
(Name, Address and Telephone number, including area code, of Agent for Service)

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

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## EXPLANATORY NOTE

This Post-Effective Amendment No. 1 (the "Amendment") to the registration statements on Form S-8, File Nos. 333-174744, 333-111364, 333-71384, 333-63442, 333-81063, 33-45482 and 33-37567 (the "Registration Statements"), is being filed pursuant to Rule 414 under the Securities Act of 1933, as amended (the "Securities Act") by the Successor Registrant (defined below), as the successor registrant to the Predecessor Registrant (defined below). This succession has occurred as part of a planned internal recapitalization of Cracker Barrel Old Country Store, Inc., a Tennessee corporation (the "Predecessor Registrant"), through its completion of a merger (the "Merger") with and into CBOCS, Inc., a Tennessee corporation and, prior to the Merger, a wholly-owned subsidiary of the Predecessor Registrant (the "Successor Registrant"), such that the Predecessor Registrant's separate corporate existence ceased and the Successor Registrant continued as the surviving corporation, in accordance with the Agreement and Plan of Merger, dated October 11, 2011 by and between the Predecessor Registrant and the Successor Registrant (the "Merger Agreement"). Upon consummation of the Merger, the Successor Registrant changed its name to "Cracker Barrel Old Country Store, Inc."

The Merger was effected on December 23, 2011, pursuant to the Merger Agreement, after the Merger was approved by the shareholders of the Predecessor Registrant at the 2011 Cracker Barrel Old Country Store, Inc. Annual Meeting of shareholders held on December 20, 2011. Pursuant to the Merger, the outstanding shares of the Predecessor Registrant's common stock, par value \$0.01 per share, were converted into an equivalent number of shares of the Successor Registrant's common stock. As a result, the shares of common stock of the Successor Registrant are owned directly by the Predecessor Registrant's shareholders in the same proportion as their ownership of the Predecessor Registrant's shares of common stock immediately prior to the Merger. Each person that held rights to purchase, or other rights to or interests in, shares of common stock of the Predecessor Registrant under any stock option, stock purchase or compensation plan or arrangement of the Predecessor Registrant immediately prior to the Merger holds a corresponding number of rights to purchase, and other rights to or interests in, shares of common stock of the Successor Registrant. Shareholders are not required to exchange their existing stock certificates of the Predecessor Registrant, which now represent the same number of shares of the Successor Registrant.

The Successor Registrant is a publicly traded company with reporting obligations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Outstanding shares of the Successor Registrant's common stock retain the same CUSIP number as the corresponding shares of the Predecessor Registrant prior to the Merger, and the Successor Registrant's common stock continues to be listed on The NASDAQ Global Select Market under the same ticker symbol formerly used by the Predecessor Registrant, "CBRL". The Merger did not result in any material changes in the business, offices, assets, liabilities, obligations, net worth, directors, officers or employees of the Successor Registrant as compared to the Predecessor Registrant. The Successor Registrant continues to maintain its principal executive offices at 305 Hartmann Drive, Lebanon, Tennessee 37087.

In accordance with paragraph (d) of Rule 414 under the Securities Act, the Successor Registrant hereby expressly adopts the Registration Statements as its own registration statements except as amended by this Amendment, for all purposes of the Securities Act and the Exchange Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with the Securities and Exchange Commission (the "SEC") by the Successor Registrant or the Predecessor Registrant, are incorporated by reference in this registration statement:

- (a) The Predecessor Registrant's Annual Report on Form 10-K for the year ended July 29, 2011;
- (b) The Predecessor Registrant's Quarterly Report on Form 10-Q for the quarter ended October 28, 2011;
- (c) The Predecessor Registrant's Current Reports on Form 8-K filed on August 1, 2011, August 2, 2011, August 10, 2011, September 15, 2011, September 23, 2011, September 28, 2011, October 14, 2011 and December 12, 2011;
- (d) The Successor Registrant's Current Reports on Form 8-K filed on December 23, 2011 and December 27, 2011; and
- (e) The description of the Predecessor Registrant's Common Stock, par value \$.01 per share, contained in its Registration Statement on Form 8-A filed with the SEC on December 30, 1998 (File No. 000-25225), including any subsequent amendment or any report filed for the purpose of updating such description

All documents filed by the Successor Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the respective dates of filing of such documents.

Notwithstanding the foregoing, information furnished under Items 2.02 and 7.01 of any Current Report on Form 8-K, including the related exhibits, is not incorporated by reference in this Registration Statement or the related prospectus.

#### Item 4. Description of Securities.

Not applicable.

#### Item 5. Interests of Named Experts and Counsel.

Not applicable.

#### Item 6. Indemnification of Directors and Officers.

The Tennessee Business Corporation Act ("TBCA") provides that a corporation may indemnify any of its directors and officers against liability incurred in connection with a proceeding if: (a) such person acted in good faith; (b) in the case of conduct in an official capacity with the corporation, he or she reasonably believed such conduct was in the corporation's best interests; (c) in all other cases, he or she reasonably believed that his or her conduct was at least not opposed to the best interests of the corporation; and (d) in connection with any criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. In actions brought by or in the right of the corporation, however, the TBCA provides that no indemnification may be made if the director or officer was adjudged to be liable to the corporation. The TBCA also provides that in connection with any proceeding charging improper personal benefit to an officer or director, no indemnification may be made if such officer or director is adjudged liable on the basis that such personal benefit was improperly received. In cases where the director or officer is wholly successful, on the merits or otherwise, in the defense of any proceeding instigated because of his or her status as a director or officer of a corporation, the TBCA mandates that the corporation indemnify the director or officer against reasonable expenses incurred in the proceeding. The TBCA provides that a court of competent jurisdiction, unless the corporation's charter provides otherwise, upon application, may order that an officer or director be indemnified for reasonable expenses if, in consideration of all relevant circumstances, the court determines that such individual is fairly and reasonably entitled to indemnification, notwithstanding the fact that (a) such officer or director was adjudged liable to the corporation in a proceeding by or in the right of the corporation; (b) such officer or director was adjudged liable on the basis that personal benefit was improperly received by him; or (c) such officer or director breached his duty of care to the corporation.

The Successor Registrant's Charter provides that no director will be personally liable to the corporation or its shareholders for monetary damages for breach of any fiduciary duty as a director except for liability for (i) any breach of the director's duty of loyalty, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for the types of liability set forth in Section 14-18-304 of the TBCA, which provides that directors who vote for unlawful distributions of corporate funds will be held personally liable to the corporation for the amount of any such distribution.

The Successor Registrant's Charter and Bylaws also provide that the Successor Registrant shall indemnify to the full extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, agent, or employee of the Registrant or of another corporation if serving at the request of the Successor Registrant. The Successor Registrant's Bylaws provide further that the Successor Registrant shall advance expenses to such persons to the full extent allowed by the laws of the State of Tennessee, as now in effect and as hereafter adopted. Under the Successor Registrant's Bylaws, such indemnification and advancement of expenses provisions are not exclusive of any other right that a person seeking indemnification may have or acquire both as to action in his or her official capacity and as to action in another capacity.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

- 2.1 Agreement and Plan of Merger, dated October 11, 2011 by and between Cracker Barrel Old Country Store, Inc. and CBOCS, Inc. (incorporated by reference to Exhibit 2.1 to the Predecessor Registrant's Current Report on Form 8-K filed on October 14, 2011).
- 3.1 Charter of Cracker Barrel Old Country Store, Inc. (incorporated by reference to Exhibit 3.1 of the Successor Registrant's Current Report on Form 8-K filed on December 23, 2011).
- 3.2 Bylaws of Cracker Barrel Old Country Store, Inc. (incorporated by reference to Exhibit 3.2 of the Successor Registrant's Current Report on Form 8-K filed on December 23, 2011).
- 5.1\* Opinion of Bass, Berry & Sims PLC.
- 10.1 Cracker Barrel Old Country Store, Inc. 2010 Omnibus Stock and Incentive Plan (incorporated by reference to Exhibit 10.1 of the Predecessor Registrant's Current Report on Form 8-K filed on December 7, 2010).
- 10.2 Cracker Barrel Old Country Store, Inc. 2002 Omnibus Incentive Compensation Plan (as amended to date) (incorporated by reference to Exhibit 10.2 of the Predecessor Registrant's Quarterly Report on Form 10-Q for the quarterly period ended January 29, 2010 and filed on March 9, 2010).
- 10.3 CBRL Group, Inc. 2000 Non-Executive Stock Option Plan (incorporated by reference to Exhibit 10(i) of the Predecessor Registrant's Annual Report on Form 10-K for the fiscal year ended August 2, 2002 and filed on October 25, 2002).
- 10.4\* Cracker Barrel Old Country Store, Inc. 1989 Non-Employee Director's Stock Option Plan (as amended to date).
- 10.5 Cracker Barrel Old Country Store, Inc. Amended and Restated Stock Option Plan (as amended to date) (incorporated by reference to Exhibit 10.1 of the Predecessor Registrant's Quarterly Report on Form 10-Q for the quarterly period ended January 30, 2009 and filed on March 10, 2009).

- 23.1\* Consent of Bass, Berry & Sims PLC (included in Exhibit 5.1).
- 23.2\* Consent of Deloitte & Touche LLP, independent registered public accounting firm.
- 24\* Power of Attorney (included on signature page).

\* Filed herewith

## Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

*The Registrant.* Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Post-Effective Amendment No. 1 to this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lebanon, State of Tennessee, on the 17th day of January, 2012.

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/ Sandra B. Cochran  
Sandra B. Cochran  
President and Chief Executive Officer

Each person whose signature appears below on this Post-Effective Amendment No. 1 to this registration statement hereby constitutes and appoints Michael J. Zylstra and Lawrence E. Hyatt and each of them, with full power to act without the others, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities (unless revoked in writing), to sign any and all amendments to this registrant's Form S-8 registration statement and any registration statement or amendment (including post-effective amendments) under Rule 462(b) under the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might and could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities indicated on the 17th day of January, 2012.

<u>Signature</u>	<u>Title</u>
<u>/s/ Michael A. Woodhouse</u> Michael A. Woodhouse	Executive Chairman and Director
<u>/s/ Sandra B. Cochran</u> Sandra B. Cochran	President, Chief Executive Officer and Director
<u>/s/ Lawrence E. Hyatt</u> Lawrence E. Hyatt	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Michael J. Zylstra</u> Michael J. Zylstra	Vice President, Chief Legal Officer and Secretary
<u>/s/ P. Douglas Couvillion</u> P. Douglas Couvillion	Vice President and Corporate Controller (Principal Accounting Officer)

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<u>/s/ James W. Bradford</u> James W. Bradford	Director
<u>/s/ Robert V. Dale</u> Robert V. Dale	Director
<u>/s/ Richard J. Dobkin</u> Richard J. Dobkin	Director
<u>/s/ Charles E. Jones, Jr.</u> Charles E. Jones, Jr.	Director
<u>/s/ B.F. Lowery</u> B.F. Lowery	Director
<u>/s/ William W. McCarten</u> William W. McCarten	Director
<u>/s/ Martha M. Mitchell</u> Martha M. Mitchell	Director
<u>/s/ Coleman H. Peterson</u> Coleman H. Peterson	Director
<u>/s/ Andrea M. Weiss</u> Andrea M. Weiss	Director

## EXHIBIT INDEX

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- 3.1 Charter of Cracker Barrel Old Country Store, Inc. (incorporated by reference to Exhibit 3.1 of the Successor Registrant's Current Report on Form 8-K filed on December 23, 2011).
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- 10.5 Cracker Barrel Old Country Store, Inc. Amended and Restated Stock Option Plan (as amended to date) (incorporated by reference to Exhibit 10.1 of the Predecessor Registrant's Quarterly Report on Form 10-Q for the quarterly period ended January 30, 2009 and filed on March 10, 2009).
- 23.1\* Consent of Bass, Berry & Sims PLC (included in Exhibit 5.1).
- 23.2\* Consent of Deloitte & Touche LLP, independent registered public accounting firm.
- 24\* Power of Attorney (included on signature page).

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\* Filed herewith





150 Third Avenue South, Suite 2800  
Nashville, TN 37201  
(615) 742-6200

January 17, 2012

Cracker Barrel Old Country Store, Inc.  
305 Hartmann Drive, P.O. Box 787  
Lebanon, Tennessee 37088-0787

**Re: Post-Effective Amendment to Registration Statements on Form S-8**

Ladies and Gentlemen:

On or about the date hereof, the Successor Registrant (defined below), as the successor registrant to the Predecessor Registrant (defined below) is filing with the Securities and Exchange Commission (the "Commission") pursuant to Rule 414 under the Securities Act of 1933, as amended (the "Securities Act") a Post-Effective Amendment No. 1 (the "Amendment") to the registration statements on Form S-8, File Nos. 333-174744, 333-111364, 333-71384, 333-63442, 333-81063, 33-45482 and 33-37567 (the "Registration Statements"), originally filed by the Predecessor Registrant (defined below).

This succession occurred on December 23, 2011 as part of a planned internal recapitalization of Cracker Barrel Old Country Store, Inc., a Tennessee corporation (the "Predecessor Registrant"), through its completion of a merger (the "Merger") with and into CBOCS, Inc., a Tennessee corporation and, prior to the Merger, a wholly-owned subsidiary of the Predecessor Registrant (the "Successor Registrant"), such that the Predecessor Registrant's separate corporate existence ceased and the Successor Registrant continued as the surviving corporation, in accordance with the Agreement and Plan of Merger, dated October 11, 2011 by and between the Predecessor Registrant and the Successor Registrant. Upon consummation of the Merger, the Successor Registrant changed its name to "Cracker Barrel Old Country Store, Inc." In connection with the Merger, the Successor Registrant continued the stock incentive compensation plans of the Predecessor Registrant, and assumed and adopted the Registration Statements, and as a result, shares of the Successor Registrant's Common Stock (as defined below) are issuable pursuant thereto.

The Registration Statements, as amended by the Amendment, relate to the offering and sale by the Successor Registrant of certain shares of the Successor Registrant's Common Stock, par value \$0.01 per share ("Common Stock"), under the 2010 Omnibus Stock and Incentive Plan, 2002 Omnibus Incentive Compensation Plan, 2000 Non-Executive Stock Option Plan, 1989 Non-Employee Director's Stock Option Plan and Amended and Restated Stock Option Plan, as continued by the Successor Registrant (the "Plans"). We have acted as counsel to the Successor Registrant in connection with the preparation and filing of the Amendment.

In connection with this opinion, we have examined and relied upon such records, documents, certificates, and other instruments as in our judgment are necessary or appropriate in order to express the opinions hereinafter set forth. We have also assumed the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as copies, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto and the due authorization, execution and delivery of all documents by the parties thereto.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that the shares of Common Stock issuable in connection with the Plans have been duly authorized and, when issued in accordance with the terms of the Plans, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Amendment, and to the use of our name under the heading "Legal Opinions" in any prospectus constituting a part thereof. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein.

This opinion is furnished to you in connection with the filing of the Amendment and may not be relied upon for any other purpose without our prior written consent.

Yours very truly,

/s/ Bass, Berry & Sims PLC

**CIRCULAR 230 DISCLOSURE**

**TO ENSURE COMPLIANCE BY THIS LAW FIRM WITH REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT THIS ADVICE WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE ADDRESSEE OR ANY OTHER PERSON, FOR THE PURPOSE OF (A) AVOIDING UNITED STATES FEDERAL TAX PENALTIES, OR (B) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TAX-RELATED MATTER ADDRESSED HEREIN.**

## CRACKER BARREL OLD COUNTRY STORE, INC.

## 1989 STOCK OPTION PLAN

## FOR NON-EMPLOYEE DIRECTORS

1. Purpose. The Cracker Barrel Old Country Store, Inc. 1989 Stock Option Plan for Non-Employee Directors (the "Plan") is intended to provide a method whereby non-employee members of the Board of Directors of Cracker Barrel Old Country Store, Inc. (the "Company") may be encouraged to acquire a larger stock ownership position in the Company, thus increasing their proprietary interest in the Company and its long-term growth, and providing them with additional motivation to continue to serve the Company and its stockholders as a member of the Board of Directors. Such non-employee members of the Board of Directors are hereinafter referred to as "Directors".

2. Administration. It is intended that the Plan be administered as a nondiscretionary plan. The Plan does not permit any discretion to be exercised as to:

- a. the selection of Directors to whom stock options under the Plan may be granted or allocated, and
- b. the number of shares granted or allocated to individual Directors under the Plan.

3. Shares Subject to the Plan. Subject to adjustment as provided in Section 13 hereof, the stock to be offered under the Plan shall be authorized but unissued or reacquired shares of the common stock of the Company, \$0.50 par value (the "Common Stock"). The total number of shares of Common Stock to be delivered upon the exercise of all options granted under this Plan shall not exceed in the aggregate 300,000 shares. If any option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased shares subject thereto shall again be available for the purposes of the Plan. Options granted under the Plan shall be evidenced by a form of Stock Option Agreement approved by the Chief Executive Officer of the Company and consistent with the terms of the Plan.

4. Participants. Eligible participants under the Plan are duly elected members of the Board of Directors of the Company who are not employees of the Company or any of its subsidiaries or affiliates and who are not eligible to participate in any other stock options plans now, or hereafter, sponsored by the Company ("Participants").

5. Option Price. Shares of Common Stock shall be offered under the terms of the Plan at a price equal to the fair market value of such Common Stock on the day the option is granted. As used in the Plan, fair market value shall be the last reported sales price of the Common Stock or, if there are no reported sales on such date, then the last reported sales price on the next preceding day on which a sale is transacted.

6. Option Grants and Option Period. Without further action by the Board of Directors or the stockholders of the Company, each Participant in the Plan shall be granted on the date of adoption of this Plan options to purchase 5,000 shares of Common Stock, and from and after the said date of adoption of this Plan, each Participant shall be automatically granted annually during the term of the Plan options to purchase 5,000 shares of Common Stock, all subject to the terms of the Plan. Such grants shall be made on the date options are granted under the Company's stock option plan for key employees of the Company generally, or, if there are no such grants, the first regularly scheduled meeting of the Board of Directors following the annual Meeting of Stockholders of the Company. Each option shall be exercisable at any time, or from time to time, six (6) months after the date of grant. Each option shall be subject to earlier termination as hereinafter provided.

7. Exercise of Options. Each option shall be exercisable, and the total number of shares of Common Stock subject thereto shall be subject to purchase, at one time or in installments, which need not be equal, as the Participants may elect; provided that no option or portion thereof shall be exercised except in respect of whole shares of Common Stock.

No option or portion thereof shall be exercised until the shares of Common Stock reserved for the purposes of the Plan have been registered under the Securities Act of 1933, as amended, or the availability of an exemption from such registration has been determined.

Each option outstanding or hereafter granted shall be immediately exercisable in full, notwithstanding any provision to the contrary in the Plan or in any Stock Option Agreement:

- a. upon the tender or the acquisition by any single party or group of parties acting in concert of thirty-three and one-third percent (33 1/3%) or more of the Common Stock pursuant to tender offer, exchange offer or otherwise, or
- b. upon approval by the stockholders of the Company of (i) an agreement or plan of merger under which the Company will not be the surviving corporation; (ii) a plan or agreement of consolidation; or (iii) the sale, exchange or other disposition of all or substantially all of the Company's assets it, in any such case, all or any portion of the consideration offered to or to which stockholders of the Company may be entitled to receive in connection with such tender offer, exchange offer, merger,

consolidation, or sale, exchange or other disposition is in the form of cash (other than cash received pursuant to the exercise of stockholders' rights of dissent or to eliminate fractional shares) or other property.

8. Consideration for Options. Each Participant shall, as consideration for the grant of an option hereunder, agree to remain on the Board six months from the date of the grant of such option.

Nothing contained in this Plan (or in any Stock Option Agreement executed pursuant to the Plan) shall interfere in any way with the term of office or any other rights or duties of a Director as set out in the Company's Certificate of Incorporation or Bylaws.

9. Payment for Stock. Payment for shares of Common Stock purchased at the time an option is exercised shall be made by a Participant as follows:

- a. The Participant may pay for shares purchased entirely in cash upon exercise of the option, or by delivering to the Company, upon exercise of the option, shares of Common Stock which shall have been owned by the Participant for a minimum period of three (3) full calendar months, that have an aggregate fair market value on the date of such delivery equal to the purchase price of all or some portion of the shares subject to the Participant's option, with the balance of the price of the shares, if any, paid in cash. Upon receipt of such payment, the Company shall deliver to the Participant a stock certificate for the purchased shares.

Federal, state or local law may require the withholding of taxes applicable to gains resulting from the exercise of options under the Plan. Participants may satisfy any such withholding tax obligation by any of the following means or by a combination of such means: (i) tendering a cash payment; (ii) authorizing the Company to withhold from the shares of Common Stock otherwise issuable to the participant as a result of the exercise of an option hereunder, a number of shares having a fair market value, as of the date the withholding tax obligation arises, less than or equal to the amount of the withholding tax obligation; or (iii) delivering to the Company owned and unencumbered shares of Common Stock having a fair market value, as of the date the withholding tax obligation arises, less than or equal to the amount of the withholding tax obligation. A Participant's election to pay the withholding tax obligation by either of the latter two means of payment is irrevocable and may be made only during the period beginning on the third business day following the date of release of the Company's quarterly or annual financial statements and ending on the twelfth business day following such date, or six months prior to the date that the option exercise becomes taxable. Further, where the participant elects to defer taxes for six months under option (ii) above, the full number of shares will be issued to such participant, but such Participant will be unconditionally obligated to surrender to the Company the proper number of shares on the due date of such tax withholding.

10. Rights in the Event of Termination. In the event a Participant shall cease membership on the Board (other than termination by reason of death, total and permanent disability, or retirement), any options which were exercisable at the time of such termination may be exercised at any time prior to the close of business six (6) months from the date of termination, or the next following business day, except that, in the case of termination for due cause, such options must be exercised within thirty (30) days from the date of termination.

For purposes of the Plan and the Plan only, due cause shall mean willful misconduct on the part of the Participant, gross negligence in the performance of the Participant's duties, or a material violation by the Participant of any agreement governing the terms of the Participant's service with the Company, as determined by the Company in its sole discretion.

11. Rights in Event of Death. In the event of the death of a Participant, any options which were exercisable at the time of death may be exercised at any time prior to the close of business one (1) year from the date of death, or the next following business day by any person previously designated in writing by the Participant which is delivered to the Company, or, in the absence of such written designation, by such person or persons as shall have acquired the right to exercise such options by will or by the laws of descent and distribution.

In the event of the death of an individual whose service on the Board has been terminated under the provisions of the Plan for reasons other than due cause, any options which were exercisable at the time of termination may be exercised at any time prior to the close of business one (1) year from the date of termination, or the next following business day by any person previously designated in writing by such Participant which is delivered to the Company, or, in the absence of such written designation, by such person or persons as shall have acquired the right to exercise such options by will or by the laws of descent and distribution.

12. Other Rights. In the event of termination from the Board due to total and permanent disability, or retirement, any options which were exercisable at the time of such termination may be exercised at any time prior to the close of business one (1) year following written certification which would be sufficient to qualify such Participant for benefits available to totally and permanently disabled employees under the Company-sponsored long-term disability plan (or its successor or equivalent), under the assumption such participant was eligible for such benefits, or the effective date of retirement.

13. Recapitalization. In the event of any change (through recapitalization, merger, consolidation, stock dividend, split-up, combination or exchanges of shares or otherwise) in the character or amount of the Common Stock, the number of shares subject to any option under the Plan shall be equitable adjusted. A corresponding adjustment shall likewise be made in the number of shares and the exercise price per share of any shares subject to unexercised options or portions thereof that shall have been granted prior to any such change. However, any such

adjustment shall be made without change in the total price applicable to the unexercised portion of the option, but with a corresponding adjustment in the price of each share covered by the option. If any other event shall occur prior to the Participant's exercise of an option, which event shall increase or decrease the amount of stock outstanding, and which the Company in its sole discretion shall determine in equity requires an adjustment in the number or kind of shares which the Participant shall be permitted to acquire, such adjustment as the Company shall determine may be made, and when so made shall be effective and binding for all purposes of this Plan; provided, however, that nothing herein shall require any adjustment by reason of the issuance of any shares of capital stock of the Company for cash or upon the exercise of any conversion privilege granted to any class of stock or debt that is now or at any time hereafter may be outstanding.

14. Nonassignability. Options are not transferable otherwise than by will or the laws of descent and distribution, and are exercisable during a Participant's lifetime only by such Participant.

15. Termination and Amendment of the Plan. The Plan shall remain in effect until all shares subject to options issued under the Plan shall have been purchased or distributed pursuant to such options; provided, however, that all such options must be granted prior to the tenth anniversary of the date of the approval of this Plan by the stockholders of the Company, and no options shall be granted under the Plan after such date. The Plan may at any time or from time to time be terminated, modified, suspended and amended by the stockholders of the Company. The Board of Directors may at any time and from time to time, without approval of the stockholders of the Company, suspend or terminate the Plan or modify or amend the Plan in any respect deemed advisable or convenient other than to change:

- a. the maximum number of shares for which options may be granted under the Plan;
- b. any option price, other than to change the manner of determining the fair market value of the Common Stock for the purposes of Section 5 hereof, or to conform with any then applicable provisions of the Code or regulations or rulings thereunder;
- c. the maximum term of any option;
- d. the provisions of the Plan relating to the determination of the Directors whom options may be granted; and
- e. the provisions of the Plan relating to adjustments to be made upon changes in the capitalization of the Company.

Notwithstanding the foregoing, and pursuant to Section 16b-3(c)(2)(ii)(B) of the Securities and Exchange Act of 1934, Plan provisions shall not be amended more than once every six months, other than to comport with changes in the Internal Revenue Code, the Employee Retirement Income Security Act, or the rules thereunder.

16. Effective Date. The Plan shall become effective August 31, 1989, and shall be submitted for approval by the stockholders of the Company at the 1989 Annual Meeting of Stockholders, or any adjournment thereof.

APPROVED BY SHAREHOLDERS:

November 28, 1989

AMENDED BY BOARD OF DIRECTORS:

May 30, 1991



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Post-Effective Amendment No. 1 to Registration Statement Nos. 333-174744, 333-111364, 333-71384, 333-63442, 333-81063, 33-45482, and 33-37567 on Form S-8 of our reports dated September 27, 2011 relating to the consolidated financial statements of Cracker Barrel Old Country Store, Inc., and the effectiveness of Cracker Barrel Old Country Store, Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Cracker Barrel Old Country Store, Inc. for the year ended July 29, 2011.

/s/ Deloitte & Touche LLP  
Nashville, Tennessee  
January 17, 2012