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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): January 28, 2005

CBRL GROUP, INC.

Tennessee	0-25225	62-1749513
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(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

305 Hartmann Drive, Lebanon, Tennessee 37087

(615) 444-5533

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

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR.13e-4(c))

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Item 1.01. Entry into a Material Definitive Agreement.

CBRL Group, Inc. (the "Company") has entered into a Fourth Supplement to Indenture dated as of January 28, 2005 (the "Supplemental Indenture"), which is an amendment to that certain Indenture dated as of April 3, 2002 among the Company, the subsidiary guarantors parties thereto and Wachovia Bank, National Association, as trustee (as it may have been previously amended, supplemented or amended and restated) (the "Existing Indenture"). Wachovia Bank, National Association, as trustee, is also a party to the Supplemental Indenture. The Existing Indenture is filed as Exhibit 4.2 to the Company's Form 10-Q for the quarterly period ended May 3, 2002.

In the Supplemental Indenture, the Company is foregoing its ability to pay the purchase price of the Liquid Yield Option(TM) Notes due 2032 (Zero Coupon-Senior), as amended or supplemented from time to time, issued under the Existing Indenture (the "Securities"), in shares of the Company's common stock in the event of a repurchase of the Securities at the option of the holder pursuant to Section 3.08 of the Existing Indenture. After the amendment effected by the Supplemental Indenture, the Company may pay that purchase price only in cash.

The Supplemental Indenture is filed as Exhibit 99 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

- (a) Financial Statements. None
- (b) Pro Forma Financial Information. None
- (c) Exhibits.

99 Fourth Supplement to Indenture dated as of January 28, 2005.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 2, 2005

CBRL GROUP, INC.

By: /s/ James F. Blackstock

Name: James F. Blackstock
Title: Senior Vice President, General
Counsel and Secretary

FOURTH SUPPLEMENT TO INDENTURE

THIS FOURTH SUPPLEMENT TO INDENTURE dated as of the 28th day of January, 2005 (the "Supplemental Indenture") is an amendment to that certain Indenture dated as of April 3, 2002 among CBRL GROUP, INC. and THE SUBSIDIARY GUARANTORS PARTIES THERETO and WACHOVIA BANK, NATIONAL ASSOCIATION, as Trustee (as it may have been previously amended, supplemented or amended and restated prior to the date hereof, the "Existing Indenture"). Capitalized terms not otherwise defined in this Supplemental Indenture have the same meanings as specified in the Existing Indenture.

W I T N E S S E T H:

WHEREAS, the Company wishes to formally forego its ability to pay the Purchase Price of the Securities in shares of Common Stock in the event of a repurchase of the Securities pursuant to Section 3.08 of the Existing Indenture; and

WHEREAS, in order to forego that right, the Company has requested that the Trustee enter into this Supplemental Indenture and amend the Existing Indenture as set forth herein; and

WHEREAS, the amendments set forth in this Supplemental Indenture do not adversely affect the rights of any Holders and, accordingly, may be made without the consent of any Security Holder pursuant to Section 9.01(6) of the Existing Indenture;

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. Amendments to Existing Indenture.

Section 1.1. Section 1.02 of the Existing Indenture is hereby amended by

changing the reference to "3.08(d)" for the definition of "Exchange Act" to "3.09(a)," deleting the reference to "Market Price" and changing the reference to "3.08(d)" for the definition of "Securities Act" to "2.01(b)".

Section 1.2. Section 2.01(b) of the Existing Indenture is hereby amended by

deleting the reference to "Securities Act" in the fifth line of that section and replacing it with "Securities Act of 1933, as amended (the "Securities Act")".

Section 1.3. Section 2.04 of the Existing Indenture is hereby amended by

deleting the reference to "and Securities" in the heading of that section, by deleting the two references to "or Common Stock" in that section and the five references to "and Common Stock" in that section.

Section 1.4. Section 3.08 of the Existing Indenture is hereby amended as

follows:

- (a) by adding the word "and" at the end of sub-section (a)(1)(B) thereof;
- (b) by changing the ";" to a "." and deleting the word "and" at the end of sub-section (a)(1)(C) thereof;
- (c) by deleting sub-section (a)(1)(D);
- (d) by deleting the second paragraph in sub-section (a)(2);
- (e) by deleting the present sub-section (b) and replacing it with the following;

"(b) Manner of Payment of Purchase Price. The Securities to be purchased pursuant to Section 3.08(a) shall be paid for in U.S. legal tender ("cash"), subject to the conditions set forth in Section 3.08(c). At least three Business Days before the Company Notice Date, the Company shall deliver an Officers' Certificate specifying:

- (i) the information required by Section 3.08(e), and

- (ii) whether the Company desires the Trustee to give the Company Notice required by Section 3.08(e).";
- (f) by deleting the phrase "at the option of the Company," from the first sentence of sub-section (c), by changing the word "may" to "shall" in the first sentence of sub-section (c), by deleting the phrase "If the Company elects to purchase Securities with cash," from the second sentence of sub-section (c) and by changing "the" now at the beginning of the second sentence of the revised second sentence of sub-section (c) to "The";
- (g) by deleting sub-section (d) in its entirety and replacing it with "INTENTIONALLY OMITTED";
- (h) by changing the heading of subsection (e) to "Notice of Purchase", by deleting the phrases "of election", "with cash or Common Stock or any combination thereof" and "or (d)" where they appear in the first sentence of the first paragraph thereof, and by deleting the phrase "shall state the manner of payment elected and" in the second sentence of the first paragraph thereof;
- (i) by deleting the second paragraph, numbered paragraphs (1), (2) and (3) and the lead in paragraph immediately below such numbered paragraphs in sub-section (e) thereof;
- (j) by deleting the last unnumbered paragraph of sub-section (e) thereof; and
- (k) by deleting sub-sections (g) and (h) in their entirety and replacing each of them with "INTENTIONALLY OMITTED".

Section 1.5. Section 3.09(a) (ii) of the Existing Indenture is hereby

amended by deleting the reference to "Exchange Act" in the second line of that section and replacing it with "Securities Exchange Act of 1934, as amended (the "Exchange Act")".

Section 1.6. Section 3.10 of the Existing Indenture is hereby amended as

follows:

- (a) by deleting the phrase "and/or securities" where it appears in the second sentence thereof;
- (b) by changing the word "may" to "shall" in the first sentence of the third full paragraph of that section, by inserting a "." after the word "paragraph" in the second line thereof, and by deleting the remainder of that paragraph; and
- (c) by deleting the parenthetical appearing in lines one through three of the fourth full paragraph of that section.

Section 1.7. Section 3.11 of the Existing Indenture is hereby amended by

deleting the phrase "or Common Stock, if permitted hereunder," where it appears in that section.

Section 1.8. Section 3.14 of the Existing Indenture is hereby amended by

deleting the two references to "or shares of Common Stock" in that section, the one reference to "or dividends" in that section and by changing the word "remain" to "remains" where it appears in the second line of that section.

Section 1.9. Section 4.01 of the Existing Indenture is hereby amended by

deleting the phrase "or securities, if permitted hereunder," where it appears in that section.

Section 1.10. Section 8.01 of the Existing Indenture is hereby amended by

deleting the phrase "or, if expressly permitted by the terms of the Securities or the Indenture, Common Stock" where it appears in that section.

Section 1.11. Section 8.02 of the Existing Indenture is hereby amended by

deleting the phrase "or securities" each of the three times it appears in that section.

Section 1.12. Section 14.02 of the Existing Indenture is hereby amended by

deleting the information concerning where copies of notices to the Company (but not the actual notice to the Company) and replacing it with the following:

Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Commerce Center, Suite 1000
211 Commerce Street
Nashville, Tennessee, 37201

Telephone No. (615) 726-5763
Facsimile No. (615) 744-5763
Attention: Gary M. Brown

Section 1.13. Section 14.08 of the Existing Indenture is hereby amended by

deleting the words "Market Price," where it appears in that section.

SECTION 2. Conditions of Effectiveness

This Supplemental Indenture and the amendments to the Existing Indenture set forth in Section 1 above shall become effective as of the date set forth above (the "Supplemental Indenture Effective Date") when each of the following conditions precedent shall have been satisfied:

(a) Counterparts of this Supplemental Indenture shall have been duly executed by the Trustee and the Company.

(b) The Trustee shall have received on or before the Supplemental Indenture Effective Date the following, each dated such date (unless otherwise specified), in form and substance satisfactory to the Trustee:

- (i) An Officers' Certificate as specified by Sections 14.04 and 14.05 of the Existing Indenture.
- (ii) An Opinion of Counsel as specified by Sections 14.04 and 14.05 of the Existing Indenture.

SECTION 3. Reference to and Effect on the Existing Indenture and the

Securities.

(a) On and after the effectiveness of this Supplemental Indenture, each reference in the Existing Indenture to "this Indenture", "hereunder", "hereof" or words of like import referring to the Existing Indenture, and each reference in the Securities to "the Indenture", "thereunder", "thereof" or words of like import referring to the Existing Indenture, shall mean and be a reference to the Existing Indenture, as amended by this Supplemental Indenture.

(b) The Existing Indenture and the Securities, as specifically amended by this Supplemental Indenture, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Supplemental Indenture shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Holder or the trustee under the Existing Indenture or the Securities, nor constitute a waiver of any provision of the Existing Indenture or the Securities.

SECTION 4. Execution in Counterparts

This Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by telecopier shall be effective as delivery of a manually executed counterpart of this Supplemental Indenture.

SECTION 5. Governing Law

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CBRL GROUP, INC.

ATTEST:

/s/ James F. Blackstock

Name: James F. Blackstock

Title: Secretary

By: /s/ M.A. Woodhouse

Name: M.A. Woodhouse

Title: President and CEO

WACHOVIA BANK, NATIONAL
ASSOCIATION, AS TRUSTEE

ATTEST:

/s/ Laura Bass

By: /s/ Myra B. Staggs

Name: Laura Bass

Name: Myra B. Staggs

Title: Assistant Vice President

Title: Assistant Vice President