

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A
(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934

(Amendment No.)

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Under Rule 14a-12

CRACKER BARREL OLD COUNTRY STORE, INC.

(Name of Registrant as Specified in Its Charter)

BIGLARI CAPITAL CORP.
THE LION FUND II, L.P.
STEAK N SHAKE OPERATIONS, INC.
SARDAR BIGLARI
PHILIP L. COOLEY

(Name of Persons(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
-

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

Fee paid previously with preliminary materials:

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

(1) Amount previously paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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Welcome

We have created this website — enhancecrackerbarrel.com — to extend the courtesy of communicating with shareholders of Cracker Barrel Old Country Store, Inc. We are the largest shareholder of Cracker Barrel with an ownership of nearly 20% of the Company's outstanding common stock.

We encourage you to review the site thoroughly and regularly in order to remain knowledgeable about Cracker Barrel and our plans to enhance the value of your shares. You can even share your thoughts under "contact us."

Jefferies

Jefferies LLC

520 Madison Avenue
New York, NY 10022
Tel: 212.284.2300
Jefferies.com

October 23, 2013

Biglari Capital Corp.
17802 IH 10 West, Suite 400
San Antonio, TX 78257
Attention: Sardar Biglari

Ladies and Gentlemen:

We understand that Biglari Capital Corp. and its affiliates ("Biglari", "you" or "your") own approximately 20% of the outstanding shares of Cracker Barrel Old Country Store, Inc. (the "Company"). We further understand that Biglari would like the Company to pay a cash dividend to shareholders (the "Special Dividend") of approximately \$20 per share. You have further advised us that you would like the Company to raise up to \$800.0 million of funded debt in the form of a new undrawn five year Revolver and a new six year Term Loan (together, the "Debt Financing") to refinance the Company's existing debt and fund the Special Dividend.

We are pleased to confirm that Jefferies LLC ("Jefferies", "we", "us" or "our") is highly confident of its ability to arrange the Debt Financing, subject to: (i) satisfactory market conditions and no material adverse change in the business or prospects of the Company; (ii) receipt of ratings from Moody's and Standard and Poor's and delivery of customary documentation each that are satisfactory to Jefferies and the purchasers of the Debt Financing; (iii) satisfactory completion of our due diligence on the Company; (iv) Jefferies receipt of an executed engagement agreement with terms, including indemnification, acceptable to Jefferies; and (v) approval from our internal committees. We estimate the Company would be rated by Moody's and S&P pro forma for the Debt Financing as a B1/B+ credit, respectively, and the Debt Financing should price at a credit spread consistent with the broader B1/B+ index at the time of issuance.

Confidence in our ability to successfully arrange the Debt Financing is based on:

- Our review of publicly available financial statements of the Company;
- The Company's steady track record of revenue and EBITDA growth;
- Our continuing activity in the U.S. Institutional Loan market; and
- Our success in placing debt financing for other restaurant companies, including 34 restaurant debt financings since 2010 for an aggregate value of over \$7.8 billion.

For the avoidance of doubt, this letter is not a guarantee of the availability of the Debt Financing. Nothing herein shall be deemed to constitute any commitment by Jefferies to purchase or arrange the Debt Financing; such a commitment shall be evidenced only by the execution and delivery of, and shall be subject to the terms and conditions of, definitive documentation satisfactory to Jefferies in its sole discretion.

Sincerely,

JEFFERIES LLC

By 

Name: Chris Burns
Title: Managing Director

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Letters to Shareholders

-  October 23, 2013
-  October 25, 2012
-  April 19, 2012
-  December 9, 2011
-  November 14, 2011
-  September 12, 2011

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Letters to Management

-  October 24, 2013
-  September 16, 2013
-  February 14, 2013
-  October 8, 2012
-  September 1, 2011
-  August 23, 2011

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SEC Filings

Please click on links below to obtain SEC Filings.

FILING	FILING DATE
DEFINITIVE PROXY STATEMENT AND PROXY CARD	
Definitive Proxy Statement	October 8, 2013
Proxy Card	October 8, 2013
DFAN 14A	▲
DFAN 14A	October 24, 2013
DFAN 14A	October 24, 2013
DFAN 14A	October 23, 2013
DFAN 14A	September 26, 2013
DFAN 14A	September 17, 2013
DFAN 14A	November 9, 2012
DFAN 14A	November 2, 2012
DFAN 14A	November 1, 2012
DFAN 14A	November 1, 2012
DFAN 14A	November 1, 2012
DFAN 14A	October 31, 2012
DFAN 14A	October 30, 2012
DFAN 14A	October 25, 2012
DFAN 14A	October 25, 2012
DFAN 14A	October 16, 2012
DFAN 14A	October 15, 2012
DFAN 14A	October 12, 2012
DFAN 14A	October 11, 2012
DFAN 14A	October 10, 2012
DFAN 14A	October 9, 2012

DFAN 14A	October 9, 2012
DFAN 14A	September 14, 2012
DFAN 14A	September 7, 2012
DFAN 14A	April 19, 2012
DFAN 14A	December 15, 2011
DFAN 14A	December 15, 2011
DFAN 14A	December 14, 2011
DFAN 14A	December 12, 2011
DFAN 14A	December 9, 2011
DFAN 14A	September 23, 2011
DFAN 14A	September 13, 2011
DFAN 14A	September 1, 2011

SCHEDULE 13D

Schedule 13D/A (Amendment 26)	October 24, 2013
Schedule 13D/A (Amendment 25)	September 17, 2013
Schedule 13D/A (Amendment 24)	August 16, 2013
Schedule 13D/A (Amendment 23)	July 3, 2013
Schedule 13D/A (Amendment 22)	February 15, 2013
Schedule 13D/A (Amendment 21)	December 14, 2012
Schedule 13D/A (Amendment 20)	October 25, 2012
Schedule 13D/A (Amendment 19)	October 18, 2012
Schedule 13D/A (Amendment 18)	October 15, 2012
Schedule 13D/A (Amendment 17)	October 11, 2012
Schedule 13D/A (Amendment 16)	October 10, 2012
Schedule 13D/A (Amendment 15)	September 6, 2012
Schedule 13D/A (Amendment 14)	August 16, 2012
Schedule 13D/A (Amendment 13)	June 11, 2012
Schedule 13D/A (Amendment 12)	April 20, 2012
Schedule 13D/A (Amendment 11)	April 10, 2012
Schedule 13D/A (Amendment 10)	March 7, 2012
Schedule 13D/A (Amendment 9)	January 27, 2012
Schedule 13D/A (Amendment 8)	January 12, 2012
Schedule 13D/A (Amendment 7)	January 6, 2012

Schedule 13D/A (Amendment 6)	November 15, 2011
Schedule 13D/A (Amendment 5)	October 21, 2011
Schedule 13D/A (Amendment 4)	September 23, 2011
Schedule 13D/A (Amendment 3)	September 13, 2011
Schedule 13D/A (Amendment 2)	September 1, 2011
Schedule 13D/A (Amendment 1)	August 23, 2011
Schedule 13D	June 13, 2011

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Nominees

Sardar Biglari

Chairman & CEO
Biglari Holdings Inc.

Philip L. Cooley

Vice Chairman
Biglari Holdings Inc.

Sardar Biglari is the Chairman and Chief Executive Officer of Biglari Holdings Inc., listed on the New York Stock Exchange under the symbol BH. Biglari Holdings is a diversified holding company engaged in a number of business activities. Its most important operating subsidiaries are involved in the franchising and operating of restaurants. Mr. Biglari makes all major operating, investment, and capital allocation decisions for Biglari Holdings and its subsidiaries. He is also Chairman and Chief Executive Officer of Biglari Capital Corp., general partner of The Lion Fund, L.P. and The Lion Fund II, L.P., private investment funds. He is also Chairman and Chief Executive Officer of Steak n Shake Operations, Inc. and Western Sizzlin Corporation, both of which are wholly-owned subsidiaries of Biglari Holdings. Mr. Biglari is a director of CCA Industries, Inc., a manufacturer and marketer of health and beauty aids. Mr. Biglari has extensive managerial, turnaround, and investing experience in a broad range of businesses.

Mr. Biglari would be an "independent director" of Cracker Barrel Old Country Store, Inc. within the meaning of NASDAQ listing standards applicable to board composition and Section 301 of the Sarbanes-Oxley Act of 2002.

Philip L. Cooley is Vice Chairman of Biglari Holdings Inc. Dr. Cooley was the Prassel Distinguished Professor of Business at Trinity University, San Antonio, Texas, from 1985 until his retirement in May 2012. Dr. Cooley has served as an advisory director of Biglari Capital Corp. since 2000 and as Vice Chairman and a director of Western Sizzlin Corporation from March 2006 and December 2005, respectively, until its acquisition by Biglari Holdings in March 2010. Since August 2011, Dr. Cooley has also served as a director of CCA Industries, Inc. Dr. Cooley is past president of the Eastern Finance Association, and serves on its board, and of the Southern Finance Association. He also serves on the board of the Consumer Credit Counseling Service of Greater San Antonio. Dr. Cooley has extensive business, financial and investment knowledge and experience.

Dr. Cooley would be an "independent director" of Cracker Barrel Old Country Store, Inc. within the meaning of NASDAQ listing standards applicable to board composition and Section 301 of the Sarbanes-Oxley Act of 2002.



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Contact Us

We would welcome your comments. (* Indicates required field)

Name*: Address:

Company: City:

Email*: State:

Phone: Zip:

Are you a Cracker Barrel Shareholder*?

Yes No

Comments*:

Click here to submit ▶

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Alliance Advisors LLC
200 Broadacres Drive, 3rd Floor
Bloomfield, NJ 07003
Tel: +1 (855) 976-3332

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Our Site does not utilize "cookies."

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