AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON JULY 2, 1999

REGISTRATION NO. 333-74363

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

AMENDMENT NO. 1 TO

FORM S-3
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

CBRL GROUP, INC.
(Exact name of registrant as specified in its charter)

TENNESSEE		62-1749513
(State of incorporation or organization)	(I.R.S. Employer Identification No.)	
TENNESSEE	CRACKER BARREL OLD COUNTRY STORE, INC.	62-0812904
TENNESSEE	LOGAN'S ROADHOUSE, INC.	62-1602074
NEVADA	ROCKING CHAIR, INC.	88-0374202
TENNESSEE	CPM MERGER CORPORATION	62-1733492
NEVADA	CBOCS WEST, INC.	88-0373817
TENNESSEE	CBOCS DISTRIBUTION, INC.	62-1663902
MICHIGAN	CBOCS MICHIGAN, INC.	33-3324482
NEVADA	CBOCS SIERRA, INC.	88-0373819
(State of incorporation or organization)	(Exact name of guarantor subsidiaries as specified in their charters)	(I.R.S. Employer Identification No.)

305 HARTMANN DRIVE, LEBANON, TENNESSEE 37087, (615) 444-5533
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

JAMES F. BLACKSTOCK, ESQ.
VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL
CBRL GROUP, INC.
305 HARTMANN DRIVE, LEBANON, TENNESSEE 37087, (615) 444-5533
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Clifford A. Roe, Jr., Esq.	Robert F. Wall, Esq.
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255 East Fifth Street	35 West Wacker Drive
Cincinnati, Ohio 45202	Chicago, Illinois 60601
(513) 977-8200	(312) 558-5600

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time after the effective date of the Registration Statement as determined by market conditions.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: [ ]

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box: [ ]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)(2)	AMOUNT OF REGISTRATION FEE

Debt Securities	$250,000,000	$69,500(3)
Guarantees of Debt Securities(4)	(4)	(4)

(1) Or, if any Debt Securities are to be issued at a discount, such greater amount as shall result in an aggregate offering price to the public not exceeding $250,000,000.
(2) Estimated solely for the purpose of determining the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(3) Previously paid.
(4) The Debt Securities of CBRL Group, Inc. will be guaranteed by all significant operating subsidiaries of CBRL Group, Inc. There is no filing fee under Rule 457(n) under the Securities Act of 1933, as amended.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

SUBJECT TO COMPLETION, DATED JULY 2, 1999

PROSPECTUS

$250,000,000

CBRL GROUP, INC.

DEBT SECURITIES
GUARANTEES OF DEBT SECURITIES

We intend to offer from time to time up to $250,000,000 aggregate principal amount of our Debt Securities (the "Debt Securities") on terms determined by market conditions at the time of sale. The Debt Securities will be guaranteed by all of our significant operating subsidiaries.

Each issue of the Debt Securities may vary as to aggregate principal amount, maturity date or dates, public offering or purchase price or prices, interest rate or rates and timing of payments thereof, provisions for redemption, sinking fund requirements, if any, and other terms. The Debt Securities may be issued as individual securities in registered form with or without coupons or as one or more global securities in registered form. In addition, the method of distribution may differ with respect to each issue of the Debt Securities. The Prospectus Supplement that will be delivered in connection with each issue of the Debt Securities to be offered will set forth the specific terms with regard to the Debt Securities in respect of which this Prospectus is being delivered.

The information in this Prospectus is not complete and may be changed. We may not sell the Debt Securities until the registration statement filed with the Securities and Exchange Commission is effective. This Prospectus is not an offer to sell the Debt Securities and it is not soliciting an offer to buy the Debt Securities in any state where the offer or sale is not permitted.

INVESTING IN THE DEBT SECURITIES INVOLVES CERTAIN RISKS. SEE "RISK FACTORS" BEGINNING ON PAGE 5.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these Debt Securities or determined if this Prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

We may sell the Debt Securities to or through underwriters or dealers, directly to other purchasers or through agents. Unless otherwise set forth in the Prospectus Supplement, (i) any such underwriters will include Merrill Lynch & Co., acting alone or as representative of a group of underwriters, and (ii) any such agents will include Merrill Lynch & Co. The Prospectus Supplement will set forth the names of such underwriters, dealers or agents, if any, and any applicable commissions or discounts.

MERRILL LYNCH & CO.

The date of this Prospectus is , 1999.

ABOUT THIS PROSPECTUS

This Prospectus is part of a registration statement that we filed with the Securities and Exchange Commission utilizing a "shelf " registration process. Under this shelf process, we may sell the Debt Securities described in this Prospectus in one or more offerings up to a total principal amount or initial purchase price of $250,000,000. This Prospectus provides you with a general description of the Debt Securities we may offer. Each time we sell Debt Securities, we will provide a Prospectus Supplement that will contain specific information about the terms of that offering. The Prospectus Supplement may also add, update or change information contained in this Prospectus. You should read both this Prospectus and any Prospectus Supplement together with additional information described under the heading "Where to Find More Information." When used throughout this Prospectus, the term "Company" refers to either CBRL Group, Inc. and its consolidated subsidiaries or, if relating to a time prior to the formation of CBRL Group, Inc. and our conversion to a holding company structure as of December 31, 1998, Cracker Barrel Old Country Store, Inc. and its consolidated subsidiaries.

WHERE TO FIND MORE INFORMATION

Government Filings. We file annual, quarterly and special reports and other information with the Securities and Exchange Commission (the "SEC"). You may read and copy any documents that we file at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The public reference room imposes a nominal fee for copying requested documents. Our SEC filings are also available to you free of charge at the SEC's website at http://www.sec.gov.

Information Incorporated by Reference. The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this Prospectus, and information that we file later with the SEC will automatically update and supersede previously filed information, including information included in this document.

We incorporate by reference the documents listed below and any future filings we will make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until the offering of the Debt Securities has been completed.

1. The Company's Annual Report on Form 10-K for the fiscal year ended July 31, 1998, as amended on December 9, 1998.

2. The Company's Quarterly Reports on Form 10-Q for the quarters ended October 30, 1998, January 29, 1999 and April 30, 1999.

3. The Company's Current Reports on Form 8-K dated December 17, 1998, January 15, 1999, March 5, 1999 and April 26, 1999, and the Company's Current Report on Form 8-K/A dated June 25, 1999.

You may request free copies of these filings by writing or telephoning our principal executive offices:

James F. Blackstock, Esq.
Vice President, Secretary and General Counsel
CBRL Group, Inc.
P.O. Box 787
Lebanon, Tennessee 37088-0787
Telephone: (615) 444-5533

CBRL GROUP, INC.

We are a holding company that, through our wholly-owned subsidiaries, owns and operates 443 restaurants under the Cracker Barrel Old Country Store, Logan's Roadhouse and Carmine Giardini's Gourmet Market and La Trattoria Ristorante brand names. Our common stock is publicly traded over-the-counter and quoted on the Nasdaq National Market under the symbol "CBRL."

Cracker Barrel Old Country Store. Cracker Barrel Old Country Store, Inc. was incorporated in 1969 and has been in continuous operation since that time. We became the parent of Cracker Barrel at year-end 1998 through a corporate reorganization into a holding company structure.

We operate 391 full service Cracker Barrel Old Country Store restaurants and retail shops that are primarily located in the Southeast, Midwest, Mid-Atlantic and Southwest United States. Most of our stores are located along interstate highways, although there are ten stores that are located at tourist destinations. Our restaurants serve breakfast, lunch and dinner and feature homestyle country cooking prepared on the premises from our own recipes using quality ingredients and emphasizing authenticity and reasonable prices. Our menu items are moderately priced and include country ham, chicken, fish, roast beef, beans, turnip greens, vegetable plates, salads, sandwiches, pancakes, eggs, bacon, sausage and grits. Cracker Barrel stores are constructed in a rustic country store design and feature a separate retail area offering a wide variety of decorative and functional giftware as well as candies, jellies and other specialty food items.

Our store management typically consists of a general manager, four associate managers and a retail manager who are responsible for approximately 100 employees on two shifts. The relative complexity of operating a Cracker Barrel restaurant and retail shop requires an effective management team at the individual store level. In order to motivate store managers to improve sales and operational efficiency, we have a bonus plan designed to provide store management with an opportunity to share in the pre-tax profits of their store. To assure that individual stores are operated at a high level of quality, we emphasize the selection and training of store managers and have local district management to support individual store managers and regional management to support individual district managers.

For its purchasing and distribution needs, Cracker Barrel negotiates directly with food vendors as to price and other material terms of most food purchases. We purchase the majority of our food products and restaurant supplies on a cost-plus basis through a distributor headquartered in Nashville, Tennessee with custom distribution centers in Lebanon, Tennessee; Dallas, Texas; Gainesville, Florida; and Belcamp, Maryland. The distributor is responsible for placing food orders and warehousing and delivering food products to Cracker Barrel stores. This distributor is an independent corporation and is not affiliated with us. In addition, certain perishable food items are purchased locally by our store management.

We opened 50 new Cracker Barrel stores in fiscal 1998 and plan to open 40 stores in fiscal 1999. Our Cracker Barrel subsidiaries own most of the store properties, and it is our preference to corporately own our stores. All 391 Cracker Barrel stores are company-operated, and none are franchised. The prototypical store size is approximately 10,000 square feet with 184 seats in the restaurant. In fiscal year 1998, the average cost of constructing a new store was $2.7 million, which includes land and sitework, building and equipment costs.

Logan's Roadhouse. On February 16, 1999, we completed our acquisition of Logan's Roadhouse, Inc, for which we paid approximately $188,000,000. Logan's operates 50 company-owned and five franchised restaurants in 14 states.

Logan's Roadhouse restaurants incorporate a lively, country "honky-tonk" atmosphere reminiscent of an American roadhouse. They are constructed of rough-hewn cedar siding in combination with bands of corrugated metal outlined in double-striped, red neon. The interiors are decorated with hand-painted murals depicting typical scenes from American roadhouses of the 1940s and 1950s, concrete and wooden planked floors and neon signs and feature Wurlitzer(TM) jukeboxes playing contemporary country hits. The restaurants also feature a display cooking grill, an old-fashioned meat counter, displaying steaks, ribs, seafood and salads, and a spacious, comfortable bar area with a large-screen television.

Specialty appetizers include fried green tomatoes, hot wings, baby back rib baskets and nachos. The dinner menu features an assortment of specially seasoned, choice USDA steaks, which are all extra-aged, cut by hand on the premises and prepared over an open gas-fired mesquite grill. Guests also may choose from baby back ribs, seafood, mesquite grilled shrimp, mesquite grilled pork chops, grilled and barbecued chicken and an assortment of hamburgers, salads and sandwiches. All dinner entrees include a dinner salad, made-from-scratch yeast rolls and a choice of brown sugar and cinnamon sweet potato, baked potato, fries or rice pilaf at no additional cost. Logan's Roadhouse also offers an express lunch menu that includes specially priced items guaranteed to be served in less than 15 minutes. Prices range from approximately $4.50 to $8.25 for lunch items and from approximately $7.95 to $17.95 for dinner entrees.

Carmine Giardini's Gourmet Market and La Trattoria Ristorante. Carmine Giardini's Gourmet Market was formed approximately 26 years ago as a prime meat market and has more recently expanded into full-service gourmet market operations. At this time, there are two gourmet market locations, one in Palm Beach Gardens and one in Ft. Lauderdale, Florida. La Trattoria Ristorante was added to the Palm Beach Gardens store approximately five years ago.

The gourmet markets consist of separate departments, each with a strong Italian flavor, and also feature off-premises catering, gift baskets and, in the case of the Palm Beach Gardens store, a casual cafe. La Trattoria Ristorante is an up-scale Italian restaurant including a full-service bar and table service provided in a relaxed dining atmosphere.

The Palm Beach Gardens gourmet market and restaurant comprise approximately 15,000 square feet with 230 restaurant seats. This store will serve as the model for a prototype that we are currently in the process of developing.

RISK FACTORS

Before you invest in our Debt Securities, you should be aware that the investment involves various risks, including those described below. You should carefully consider these risk factors, together with all of the other information included in this prospectus, before you decide whether to purchase our Debt Securities.

Some of the information in this prospectus contains forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as "may," "will," "expect," "anticipate," "believe," "estimate," and "continue" or similar words. You should read statements that contain forward-looking words carefully because they: (1) discuss our future expectations; (2) contain projections of our future results of operations or of our financial condition; or (3) state other "forward-looking" information. We believe it is important to communicate our expectations to our investors. However, there may be events in the future that we cannot accurately predict or which we cannot control. The risk factors listed in this section, as well as any cautionary language in this prospectus, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements. Before you invest in our Debt Securities, you should be aware that the occurrence of unforeseen events, like the events described in these risk factors and elsewhere in this prospectus, could have a material adverse effect on our business, operating results and financial condition.

GROWTH STRATEGY

We have experienced substantial growth and expect to continue development by opening approximately 40 Cracker Barrel Old Country Store restaurants in each of fiscal 1999 and 2000. We also expect to open 13 Logan's Roadhouse restaurants in fiscal 1999 and an additional 12 restaurants in fiscal 2000. Our ability to achieve this restaurant opening schedule will depend on a number of factors, many of which are beyond our control, including:

- the availability of suitable locations;
- the ability to hire, train and retain qualified management and restaurant personnel;
- the availability of appropriate financing;
- the ability to obtain necessary governmental permits and approvals; and
- general economic conditions.

No assurance can be given that we will be able to continue to open all our planned new restaurants or that our new restaurants can be operated as profitably as our existing restaurants. Moreover, the opening of additional restaurants in our existing market areas could attract customers from our existing restaurants.

RISKS RELATED TO ACQUISITION STRATEGY AND INTEGRATING ACQUIRED BUSINESSES

Although we are not currently pursuing any significant additional acquisitions of restaurant companies, we may in the future evaluate opportunities for acquisition of other restaurant companies. No assurance can be given that any acquisition or investment will be made or, if made, that it will enhance our business. If we decide to make any significant acquisitions of, or investments in, other businesses, we may be required to sell additional debt or equity securities or obtain additional credit facilities.

We consummated our purchase of Logan's Roadhouse on February 16, 1999. This acquisition is the largest we have made to date and the process of integrating Logan's Roadhouse, including interfacing its information and accounting systems and its restaurant management with our operations, will present significant challenges to our management. While Logan's Roadhouse is, and will continue to be, operated separately, acquisitions the size and scope of Logan's Roadhouse involve a number of risks that could adversely affect our operating results, including:

- the diversion of management's attention;
- the assimilation of certain operations and personnel of the acquired company;
- the potential loss of key employees;
- the amortization of acquired intangible assets;
- the risks associated with unanticipated assumed liabilities and problems; and
- the risks of managing businesses or entering markets in which we have limited expertise.

COMPETITION

The restaurant business is highly competitive and is often affected by changes in the taste and eating habits of the public, local and national economic conditions affecting spending habits, and population and traffic patterns. Restaurant industry segments overlap and often provide competition for widely diverse restaurant concepts. The principal basis of competition in the industry is the quality and price of the food products offered. Restaurant location, quality and speed of service, concept, advertising and the attractiveness of facilities are also important.

There are many restaurant companies catering to the public, including several franchised operations, a number which are substantially larger and have greater financial and marketing resources than we do and which compete directly and indirectly in all areas in which we operate. In addition, this is a time of low unemployment, and there is active competition for management and restaurant personnel. In the United States, there are fewer persons per operating restaurant site now than in the past, and this competitive trend does not appear to be ending. Likewise, there is strong competition for attractive commercial real estate sites suitable for restaurants.

SEASONALITY

Historically our profits have been lower in the second fiscal quarter than in the first and third fiscal quarters and highest in our fourth fiscal quarter. We attribute these variations primarily to the decrease in interstate tourist traffic during the winter months and the increase in interstate tourist traffic during the summer months.

GOVERNMENT REGULATION

We are subject to various federal, state and local laws affecting our business. Each of our restaurants is subject to licensing and regulation by a number of state or municipal authorities, which may include health, sanitation, safety and fire agencies and in the case of the Carmine's and Logan's Roadhouse concepts, alcoholic beverage control. Difficulties in obtaining or failures to obtain the required licenses or approvals could delay or prevent the development of a new restaurant in a particular area. Further, the failure to operate a restaurant in compliance with applicable regulations could result in substantial fines or restaurant closings.

We are subject to federal and state environmental regulations. To date, these regulations have not had a material negative effect on our operations. More stringent and varied requirements of local and state governmental bodies with respect to zoning, land use and environmental factors could delay or prevent development of new restaurants in particular locations. We are subject to numerous state business operations and labor and wage and hour laws and to the Fair Labor Standards Act which governs matters including minimum wages, overtime and other working conditions. We are also subject to other laws, such as the Americans with Disabilities Act and various family leave mandates. The Company does not expect any further significant increases in payroll expenses as a result of the recently-mandated increases in the minimum wage, but is uncertain of the effects of those increases on other expenses as vendors are impacted by higher minimum wage standards. Further, members of Congress and legislators in various cities and states are considering introduction of bills increasing the minimum wage, and any future increase in minimum wages would increase our costs of operations.

FOOD SERVICE INDUSTRY

Food service businesses are often affected by changes in consumer tastes, national, regional and local economic conditions and demographic trends. The performance of individual restaurants may be adversely affected by factors such as traffic patterns, demographics and the type, number and location of competing restaurants. Multi-unit food service businesses like ours can also be adversely affected by publicity resulting from service problems, employee relations, poor food quality, food safety issues, illness, injury or other health concerns or operating issues stemming from one restaurant or a limited number of restaurants.

Dependence on frequent deliveries of fresh produce and meat subjects food service businesses to the risk that shortages or interruptions in supply could adversely affect the availability, quality and cost of ingredients. In addition, unfavorable trends or developments involving inflation, increased food, labor and employee costs (including increases in hourly wage and benefits), regional weather conditions and the availability of experienced management and hourly employees may also adversely affect the food service industry. Changes in economic conditions affecting our customers could reduce traffic in some or all of our restaurants or impose practical limits on pricing. Our continued success will depend in part on our ability to anticipate, identify and respond to changing conditions.

From time to time we are the subject of complaints and litigation from customers alleging illness, injury or other food quality, health or operational concerns. Additionally, our Carmine's and Logan's Roadhouse concepts may be subject in certain states to "dram-shop" statutes, which generally allow a person injured by an intoxicated person to recover damages from an establishment that wrongfully served alcoholic beverages. We also are the subject of complaints or allegations from employees alleging wrongful treatment or termination in violation of their "protected class" status. For example, on May 3, 1999, our subsidiary, Cracker Barrel Old Country Store, Inc., was served with a complaint filed as a collective action under the Federal Fair Labor Standards Act alleging that certain hourly employees were required to perform non-serving duties without being paid the minimum wage or overtime compensation for that work. No specific facts were asserted, and only two employees are named in the complaint as plaintiffs. Because this litigation was so recently filed, and because it will require substantial discovery to determine its merits, we do not presently have sufficient information available to us which would allow us to assess the extent of possible claims or the likelihood of the plaintiffs' success. However, based on our initial assessment, we believe the claims are substantially without merit, and we intend to defend this litigation vigorously. We do not believe that the other lawsuits, claims and other legal matters to which we are subject in the ordinary course of our business are material to our financial condition or results of operations. However, the suit against our Cracker Barrel Old Country Store subsidiary or another existing or future lawsuit or claim could result in a decision against us that could have an adverse effect on our business.

YEAR 2000

The Year 2000 problem exists because many computer systems and programs utilize two digits rather than four digits to define years for computer calculations. After December 31, 1999, any computer recognizing a two digit date may incur system failure or miscalculate date-sensitive information. The failure due to this Year 2000 problem of our computers or those of third parties that we deal with could have an adverse effect on our operations.

We began Year 2000 preparations in fiscal 1998. These preparations include identification, assessment and testing of our computer systems that could be affected by the Year 2000 issue. In addition, we have made an effort to determine what further testing, remedial action and contingency plans may be necessary to avoid Year 2000 problems. We are in the process of identifying and analyzing internal Year 2000 deficiencies, and we have prepared an inventory of systems designated as critical to our operations. We have corrected approximately 90% of those deficiencies found and anticipate completion of the Year 2000 analysis and remediation by the end of September 30, 1999. We are also contacting critical suppliers of products and services to determine the extent to which we may be vulnerable to their failures in resolving their own Year 2000 compliance issues. Based on the responses received from most of these vendors, it appears that Year 2000 issues are being addressed. We continue to pursue responses from significant vendors that have not yet responded.

Although we have taken action to remedy internal and external Year 2000 problems, there can be no assurance that we will not experience internal systems failures or that our products and services suppliers, or the utilities and government agencies serving the communities in which we operate, will not experience systems failures which could have an adverse impact on us and our operations.

LACK OF PUBLIC MARKET FOR DEBT SECURITIES

The Company does not intend to apply for a listing of the Debt Securities on any securities exchange. We do not know if an active public market for the Debt Securities will develop or, if developed, will continue. If an active public market does not develop or is not maintained, the market price and liquidity of the Debt Securities may be adversely affected. The Company cannot make any assurances regarding the liquidity of the market for the Debt Securities, the ability of holders to sell their Debt Securities or the price at which holders may sell their Debt Securities.

USE OF PROCEEDS

The net proceeds from the sale of the Debt Securities will be used to repay indebtedness of approximately $188 million incurred in connection with our acquisition of Logan's Roadhouse. Any remaining proceeds will be used for general corporate purposes, including capital expenditures, working capital, acquisitions and the repayment of other indebtedness. Until we apply the remaining net proceeds for specific purposes, we may invest these proceeds in marketable securities.

RATIO OF EARNINGS TO FIXED CHARGES

Our consolidated ratio of earnings to fixed charges for each of the latest five fiscal years ended July 31, 1998, August 1, 1997, August 2, 1996, July 28, 1995 and July 29, 1994, respectively, and the nine-month periods ended April 30, 1999 and May 1, 1998, respectively, and pro forma consolidated ratio of earnings to fixed charges for the year fiscal ended July 31, 1998 and nine month period ended April 30, 1999 are set forth below.

FISCAL YEAR ENDED					NINE MONTHS ENDED		PRO FORMA, AS ADJUSTED	
							FISCAL YEAR ENDED	NINE MONTHS ENDED
JULY 31, 1998	AUGUST 1, 1997	AUGUST 2, 1996	JULY 28, 1995	JULY 29, 1994	APRIL 30, 1999	MAY 1, 1998	JULY 31, 1998	APRIL 30, 1999
16.2	15.8	16.0	17.5	14.7	8.8	14.6	7.5	5.7

For the purpose of calculating the ratio of earnings to fixed charges, "earnings" consist of net income before income taxes and fixed charges, excluding any capitalized interest, and "fixed charges" consist of interest, whether or not capitalized, amortization of debt discount and expense, and one-third of all rent expense for operating leases (considered representative of the interest factor).

SELECTED FINANCIAL DATA

The following selected financial data for the Company for the five fiscal years ended July 31, 1998, August 1, 1997, August 2, 1996, July 28, 1995 and July 29, 1994, respectively, is derived from the audited consolidated financial statements of the Company. The selected financial data for the Company for the nine month periods ended April 30, 1999 and May 1, 1998, respectively, is derived from the unaudited consolidated financial statements of the Company, which, in the opinion of management, include all adjustments, consisting of only normal recurring adjustments, necessary for a fair presentation of the interim financial information. The selected financial data for Logan's Roadhouse, Inc. for the fiscal years ended December 27, 1998, December 28, 1997, and December 29, 1996, respectively, is derived from the audited consolidated financial statements of Logan's Roadhouse, Inc. See "Where to Find More Information -- Information Incorporated by Reference."

CBRL GROUP, INC.

	FISCAL YEAR ENDED					NINE MONTHS ENDED	
	JULY 31, 1998	AUGUST 1, 1997	AUGUST 2, 1996	JULY 28, 1995	JULY 29, 1994	APRIL 30, 1999	MAY 1, 1998
	(IN THOUSANDS, EXCEPT PER SHARE DATA)						
STATEMENT OF OPERATIONS DATA:							
Net revenue	$1,317,104	$1,123,851	$943,287	$783,093	$640,899	$1,104,960	$ 951,909
Income before income taxes and change in accounting principle	164,730	137,457	102,380	105,333	90,568	92,191	108,787
Income before change in accounting principle	104,136	86,598	63,515	66,043	56,959	57,908	68,753
Net income	104,136	86,598	63,515	66,043	57,947	57,908	68,753
EARNINGS PER SHARE DATA:							
Before change in accounting principle:							
Basic	$ 1.68	$ 1.42	$ 1.05	$ 1.10	$ .95	$ .95	$ 1.12
Diluted	1.65	1.41	1.04	1.09	.94	.95	1.09
Net income:							
Basic	1.68	1.42	1.05	1.10	.97	.95	1.12
Diluted	1.65	1.41	1.04	1.09	.96	.95	1.09
Weighted average shares:							
Basic	61,832	60,824	60,352	59,986	59,749	60,902	61,641
Diluted	63,028	61,456	60,811	60,554	60,601	61,240	62,888
Dividends per share:	.020	.020	.020	.020	.020	.015	.015
BALANCE SHEET DATA:							
Cash and cash equivalents	$ 62,593	$ 64,933	$ 28,971	$ 48,124	$ 47,306	$ 16,375	$ 51,599
Working capital	60,804	60,654	23,289	43,600	60,721	6,006	38,961
Total assets	992,108	828,705	676,379	604,515	530,064	1,240,094	935,931
Total long-term obligations	84,712	79,516	27,011	31,666	33,060	334,088	77,318
Total shareholders' equity	803,374	660,432	566,221	496,083	429,846	778,590	761,579

LOGAN'S ROADHOUSE, INC.

	FISCAL YEAR ENDED		
	DECEMBER 27, 1998	DECEMBER 28, 1997	DECEMBER 29, 1996
	(IN THOUSANDS, EXCEPT RESTAURANT DATA)		
STATEMENT OF OPERATIONS DATA:			
Net revenue	$101,331	$66,734	$41,169
Operating income	13,186	9,349	5,877
BALANCE SHEET DATA:			
Total assets	$100,100	$78,523	$45,459
OTHER DATA:			
Capital expenditures	$ 42,155	$19,296	$18,146
Number of restaurants (period end):	45	27	17
Company-owned restaurants	41	24	15
Franchised restaurants	4	3	2

DESCRIPTION OF DEBT SECURITIES

Our Debt Securities will be issued under an indenture (the "Indenture") among us, all of our significant operating subsidiaries, as Guarantors, and Bankers Trust Company, as trustee (the "Trustee"). The form of Indenture is included as an exhibit to the Registration Statement of which this Prospectus is a part. The following is a summary of certain provisions of the Indenture and does not purport to be complete. Because the following is only a summary of the Indenture and the Debt Securities, it does not contain all information that you may find useful. For further information about the Indenture and the Debt Securities, you should read the Indenture. We refer to the Debt Securities we are offering under this Prospectus and the accompanying Prospectus Supplement as the "Offered Debt Securities." As used in this section of the Prospectus, the terms "we", "us" and "our" mean CBRL Group, Inc.

GENERAL

The Indenture does not limit the amount of debentures, notes or other evidences of indebtedness that we may issue under the Indenture. Debt Securities may be issued under the Indenture from time to time in one or more series. The Debt Securities will constitute unsecured obligations of ours and will rank equally with all our other unsecured and unsubordinated obligations.

You should look in the Prospectus Supplement for the following terms of the Offered Debt Securities:

- the designation of the Offered Debt Securities;
- the aggregate principal amount of the Offered Debt Securities;
- the price at which the Offered Debt Securities will be issued;
- the date or dates on which the Offered Debt Securities will mature and the right, if any, to extend such dates or dates;
- the rate or rates (or the method by which such rate will be determined) at which the Offered Debt Securities will bear interest, if any, and the dates on which any such interest will be payable;

- the place or places where the principal of, interest and premium, if any, on the Offered Debt Securities will be payable;

- the period or periods, if any, within which, the price or prices of which, and the terms and conditions upon which, the Offered Debt Securities may be redeemed, in whole or in part, at our option or at your option;

- whether the Offered Debt Securities will be issued in registered form or bearer form and, if Offered Debt Securities in bearer form are issued, restrictions applicable to the exchange of one form for another and to the offer, sale and delivery of Offered Debt Securities in bearer form;

- whether and under what circumstances we will pay additional amounts on Offered Debt Securities held by a Person who is not a U.S. Person in respect of any tax, assessment or governmental charge withheld or deducted, and if so, whether we will have the option to redeem those Offered Debt Securities rather than pay the additional amounts;

- provisions for a sinking, or purchase or analogous fund; and

- any other specific terms of the Offered Debt Securities, including any additional events of default or covenants provided for with respect to Offered Debt Securities, and any terms which may be required by or advisable under United States laws or regulations.

You may present Debt Securities for exchange and you may present registered Debt Securities for transfer in the manner, at the places and subject to the restrictions set forth in the Debt Securities and the Prospectus Supplement. We will provide you those services without charge, although you may have to pay any tax or other governmental charge payable in connection with any exchange or transfer, as set forth in the Indenture. Debt Securities in bearer form and any related coupons will be transferable by delivery.

Debt Securities will bear interest, if any, at a fixed rate or a floating rate. Debt Securities bearing no interest or interest at a rate that, at the time of issuance, is below the prevailing market rate, may be sold at a discount below their stated principal amount. Special United States federal income tax considerations applicable to any such discounted Debt Securities or to certain Debt Securities issued at par that are treated as having been issued at a discount for United States federal income tax purposes will be described in the applicable Prospectus Supplement.

We may issue Debt Securities with the principal amount payable on any principal payment date, or the amount of interest payable on any interest payment date, to be determined by reference to one or more currency exchange rates, commodity prices or indices. You may receive a principal amount on any principal payment date, or a payment of interest on any interest payment date, that is greater than or less than the amount of principal or interest otherwise payable on such dates, depending upon the value on such dates of the applicable currency, security or basket of securities, commodity or index. Information as to the methods for determining the amount of principal or interest payable on any date, the currencies, commodities or indices to which the amount payable on such date is linked and certain additional tax considerations will be set forth in the applicable Prospectus Supplement.

There are no covenants or other specific provisions in the Indenture to afford protection to you in the event of a highly leveraged transaction or a change in control of CBRL Group, Inc., except to the limited extent as set forth in the Indenture and described in this Prospectus under the headings "Certain Covenants -- Limitation on Liens," "Certain Covenants -- Limitation on Sale and Lease-Back Transactions," "Certain Covenants -- Limitation on Dividend and Other Payment Restrictions Affecting Subsidiaries" and "Consolidation, Merger, Conveyance or Transfer" below. Such covenants or provisions are not subject to waiver by our Board of Directors without the consent of the holders of

not less than a majority in principal amount of the Debt Securities of each series as described under "Modification of the Indenture" below.

SUBSIDIARY GUARANTEES

All of our significant operating subsidiaries, as Guarantors, will, jointly and severally, fully and unconditionally guarantee our obligations under the Debt Securities on an equal and ratable basis, subject to the limitation described in the next paragraph. In addition, we will cause any Person that becomes a subsidiary of ours after the date of the Indenture to enter into a supplemental indenture pursuant to which such subsidiary shall agree to guarantee our obligations under the Debt Securities. If we default in the payment of the principal of, premium, if any, or interest on the Debt Securities, the Guarantors, jointly and severally, will be unconditionally obligated to duly and punctually pay the same.

The obligations of each Guarantor under its Guarantee are limited to the maximum amount that, after giving effect to all other contingent and fixed liabilities of such Guarantor, and after giving effect to any collections from, or payments made by or on behalf of, any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, will result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under Federal or state law. Each Guarantor that makes a payment or distribution under its Guarantee shall be entitled to contribution from each other Guarantor in a pro rata amount based on the net assets of each Guarantor determined in accordance with GAAP.

Notwithstanding the foregoing, but subject to the requirements described below under "Consolidation, Merger, Conveyance or Transfer," any Guarantee by a Guarantor shall be automatically and unconditionally released and discharged upon any sale, exchange or transfer to any Person (other than an affiliate of ours) of all of the capital stock of such subsidiary, or all or substantially all of the assets of such subsidiary, pursuant to a transaction that is in compliance with the Indenture.

Each Guarantee (including the payment of principal of, premium, if any, and interest on the Debt Securities) will rank equally in right of payment with all other unsecured and unsubordinated indebtedness of such Guarantor and will rank senior in right of payment to all subordinated indebtedness of such Guarantor.

The following is a summary of certain definitions from the Indenture that are used in this section of the Prospectus:

"GAAP" means generally accepted accounting principles in effect in the United States that are applicable as of the original issue date of the Debt Securities under the Indenture and that are consistently applied for all applicable periods.

"Guarantee" means the guarantee by each of the Guarantors of the Debt Securities and our obligations under the Indenture.

"Guarantor" means (i) each of our subsidiaries that is a party to the Indenture on the original issue date of the Debt Securities under the Indenture and (ii) each other subsidiary of ours that is required to execute a supplemental indenture and become a Guarantor subsequent to the original issue date of the Debt Securities under the Indenture.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of government.

CERTAIN COVENANTS

The restrictions described in this section apply to the Offered Debt Securities unless the Prospectus Supplement states otherwise. The following is a summary of certain definitions from the Indenture that are used in this section of the Prospectus:

"Attributable Debt" means the present value, determined as set forth in the Indenture, of the obligation of a lessee for rental payments for the remaining term of any lease.

"Consolidated Subsidiary" and "Consolidated Subsidiaries" mean a subsidiary or subsidiaries of ours the accounts of which are consolidated with ours in accordance with GAAP.

"Funded Indebtedness" means all Indebtedness of a corporation that would, in accordance with GAAP, be classified as funded indebtedness, but in any event including all Indebtedness, whether secured or unsecured, of such corporation having a final maturity (or renewable or extendable at the option of such corporation for a period ending) more than one year after the date as of which Funded Indebtedness is to be determined.

"Indebtedness" means any and all of our obligations for money borrowed that in accordance with GAAP would be reflected on our balance sheet as a liability as of the date of which Indebtedness is to be determined.

"Lien" means any mortgage, pledge, security interest or other lien or encumbrance.

"Net Tangible Assets" means the total amount of assets of a corporation, both real and personal (excluding licenses, patents, patent applications, copyrights, trademarks, trade names, goodwill, experimental or organizational expense and other like intangibles, treasury stock and unamortized discount and expense), less the sum of:

- all reserves for depletion, depreciation, obsolescence and/or amortization of such corporation's property (other than those excluded as provided above) as shown by the books of such corporation (other than general contingency reserves, reserves representing mere appropriations of surplus and reserves to the extent related to intangible assets that have been excluded in calculating Net Tangible Assets as described above); and

- all indebtedness and other current liabilities of such corporation other than Funded Indebtedness, deferred income taxes, reserves that have been deducted pursuant to the above bullet point, general contingency reserves and reserves representing mere appropriations of surplus and liabilities to the extent related to intangible assets that have been excluded in calculating Net Tangible Assets as provided above.

"Principal Property" means as of any date, any parcel or groups of parcels of real estate or one or more physical facilities or depreciable assets, the net book value of which exceeds 2% of our Net Tangible Assets and those of the Consolidated Subsidiaries.

"Sale and Lease-Back Transactions" means any arrangement with any Person (other than us) providing for the leasing by us or a Consolidated Subsidiary of any Principal Property (except for temporary leases for a term of not more than three years), that we or any of our Consolidated Subsidiaries have sold or transferred or are about to sell or transfer to such Person.

Limitation on Liens. The Indenture states that, unless the terms of any series of Debt Securities provide otherwise, we will not and we will not permit any Consolidated Subsidiary to issue, assume or

guarantee any Indebtedness secured by a Lien upon or with respect to any Principal Property or on the capital stock of any Consolidated Subsidiary that owns Principal Property unless:

- we provide that the Offered Debt Securities will be secured by such Lien equally and ratably with any and all other obligations and indebtedness secured thereby; or

- the aggregate amount of all of our Indebtedness and of the Indebtedness of our Consolidated Subsidiaries, together with all Attributable Debt in respect of Sale and Lease-Back Transactions existing at such time (with the exception of transactions that are not subject to the limitation described in "Limitation on Sale and Lease-Back Transactions" below), does not exceed 10% of our Net Tangible Assets and those of the Consolidated Subsidiaries.

This limitation on Liens will not apply to:

- any Lien existing on any Principal Property on the date of the Indenture;

- any Lien created by a Consolidated Subsidiary in our favor or in favor of any wholly-owned Consolidated Subsidiary;

- any Lien existing on any asset of any corporation at the time such corporation becomes a Consolidated Subsidiary or at the time such corporation is merged or consolidated with or into us or a Consolidated Subsidiary;

- any Lien on any asset that exists at the time of the acquisition of the asset;

- any Lien on any asset securing Indebtedness incurred or assumed for the purpose of financing all or any part of the cost of acquiring or improving such asset, if such Lien attaches to such asset concurrently with or within 180 days after its acquisition or improvement; or

- any refinancing, extension, renewal or replacement of any of the Liens described under the heading "Limitations on Liens" if the principal amount of the Indebtedness secured thereby is not increased and is not secured by any additional assets.

Limitation on Sale and Lease-Back Transactions. The Indenture states that, unless the terms of any series of Debt Securities provide otherwise, neither we nor any Consolidated Subsidiary may enter into any Sale and Lease-Back Transaction. Such limitation will not apply to any Sale and Lease-Back Transaction if:

- the net proceeds to us or such Consolidated Subsidiary from the sale or transfer equals or exceeds the fair value (as determined by our Board of Directors) of the property so leased;

- we or such Consolidated Subsidiary would be entitled to incur Indebtedness secured by a Lien on the property to be leased as described under the heading "Limitation on Liens" above; or

- within 90 days of the effective date of any such Sale and Lease-Back Transaction, we apply an amount equal to the fair value (as determined by our Board of Directors) of the property so leased to the retirement of our Funded Indebtedness.

Limitation on Dividend and Other Payment Restrictions Affecting Subsidiaries. We will not, and will not permit any Consolidated Subsidiary to, create or otherwise cause or permit to exist or become effective any encumbrance or restriction on the ability of any Consolidated Subsidiary to:

- pay dividends or make any other distributions on or in respect of its capital stock;

- make loans or advances or to pay any Indebtedness or other obligation owed to us or any other Consolidated Subsidiary of ours; or

- transfer any of its property or assets to us or any other Consolidated Subsidiary of ours.

EVENTS OF DEFAULT

An "Event of Default" is defined under the Indenture with respect to Debt Securities of any series as being:

- our or the Guarantors' default in the payment of any installment of interest, when due, on any of the Debt Securities of such series and such default continues for a period of 30 days;

- our or the Guarantors' default in the payment, when due, of the principal of (and premium, if any, on) any of the Debt Securities of such series (whether at maturity, upon redemption, upon acceleration or otherwise);

- our or the Guarantors' default in the performance or observance of any other term, covenant or agreement in respect of any series of Debt Securities or any Guarantee of such Debt Securities or contained in the Indenture (other than a covenant included in the Indenture solely for the benefit of a series of Debt Securities other than such series) for a period of 90 days after written notice, as provided in the Indenture;

- our or any subsidiary's default on other Indebtedness that totals over $10 million, and the lenders of such Indebtedness shall have taken affirmative action to enforce the payment of such Indebtedness, and this repayment obligation remains accelerated for 10 days after we receive a notice of default;

- any Guarantee that ceases to be in full force and effect or is declared null and void or any Guarantor that denies that it has any further liability under any Guarantee or gives notice to such effect (other than by reason of the termination of the Indenture or the release of any such Guarantee in accordance with the terms of the Indenture);

- the occurrence of certain events of bankruptcy, insolvency or reorganization; or

- our failure to comply with any other covenant the noncompliance with which would specifically constitute an Event of Default with respect to Debt Securities of such series.

If an Event of Default due to the default in the payment of principal of, or interest on, any series of Debt Securities or a result of any Guarantee of the Debt Securities of such series that ceases to be in full force and effect or is declared null and void or due to the default in the performance of any covenants or agreements applicable to the Debt Securities of such series but not applicable to all outstanding Debt Securities, occurs and is continuing, either the Trustee or the holders of 25% in principal amount of the Debt Securities of such series may then declare the principal of all Debt Securities of such series and interest accrued thereon to be due and payable immediately.

If an Event of Default due to the default in the performance of any covenant or agreement in the Indenture applicable to all outstanding Debt Securities, certain events of bankruptcy, insolvency or reorganization or the default on other Indebtedness occurs and is continuing, either the Trustee or the holders of 25% in principal amount of all Debt Securities then outstanding (treated as one class) may declare the principal of all Debt Securities and interest accrued thereon to be due and payable immediately.

Upon certain conditions, such declarations of an Event of Default may be annulled and past defaults may be waived (except a continuing default in payment of principal of (or premium, if any) or interest on the Debt Securities) by the holders of a majority in principal amount of the Debt Securities of such series (or all series, as the case may be) then outstanding.

The holders of a majority in principal amount of the outstanding Debt Securities of any series may direct the time, method and place of conducting any proceeding for any remedy available to the

Trustee or exercising any trust or power conferred on the Trustee, provided that such direction may not be in conflict with any rule of law or any provisions of the Indenture, the Debt Securities of such series or the Guarantees of such Debt Securities. The Trustee is entitled to receive from such holders reasonable security or indemnity against the costs, expenses and liabilities that might be incurred by acting in compliance with any such direction.

The Indenture requires us to furnish to the Trustee annually a statement of certain of our and the Guarantors' officers to the effect that, to the best of their knowledge, neither we nor the Guarantors are in default of the performance of the terms of the Indenture or, if they have knowledge that we are in default, specifying the default.

The Indenture provides that no holder of Debt Securities of a series issued under the Indenture may institute any action under the Indenture (except actions for payment of overdue principal or interest) unless all of the following occurs:

- the holder gives written notice to the Trustee of the continuing Event of Default;

- the holders of at least 25% in aggregate principal amount of such series of Debt Securities make a written request to the Trustee to pursue the remedy;

- such holder or holders offer the Trustee indemnity satisfactory to the Trustee against any costs, liability or expense that may be incurred;

- the Trustee does not comply with the request within 60 days after receiving the request and the offer of indemnity; and

- during such 60 day period, the holders of a majority in aggregate principal amount of such series of Debt Securities do not give the Trustee a direction that is inconsistent with the request.

The Indenture requires the Trustee to give all of the holders of outstanding Debt Securities of any series, notice of any default by us or the Guarantors with respect to that series, unless the default has been cured or waived. Except in the case of a default in the payment of principal of (and premium, if any) or interest on any outstanding Debt Securities of that series, the Trustee is entitled to withhold such notice in the event that a committee of responsible officers of the Trustee in good faith determines that withholding such notice is in the interest of the holders of the outstanding Debt Securities of that series.

DISCHARGE AND DEFEASANCE

The Indenture will cease to be of further effect for Debt Securities of a series (except for certain obligations listed below) if:

- we or any Guarantor pays or causes to be paid the principal of and interest on all of the Debt Securities of such series as and when the same become due and payable;

- all Debt Securities of such series previously authenticated and delivered are delivered by us to the Trustee for cancellation; or

  - the Debt Securities of such series will become due and payable, or by their terms, become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption; and

- we or any Guarantor irrevocably deposits in trust with the Trustee, cash or U.S. government obligations (which through the payment of interest and principal thereof in accordance with their terms will provide sufficient cash) or a combination thereof, sufficient in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification delivered to the Trustee, to pay principal and interest on all Debt Securities of such series when due and payable and any mandatory sinking fund payments when due and payable, and we or any Guarantor also pays or causes to be paid all other sums payable by us and the Guarantors under the Indenture with respect to the Debt Securities of such series.

The Trustee will execute documents acknowledging the satisfaction and discharge of the Indenture with respect to the Debt Securities of such series upon our presentation to the Trustee of certain officers' certificates and counsel opinions as provided under the Indenture.

In addition to the discharge of the Indenture as described above, we and the Guarantors will be deemed to have paid and discharged the entire indebtedness on all Debt Securities of a series (except for certain obligations listed below) on the 121st day after the irrevocable deposit described below if:

- we or any Guarantor irrevocably deposits in trust with the Trustee solely for the benefit of the holders of the Debt Securities of such series, cash or U.S. government obligations (which through the payment of interest and the principal thereof in accordance with their terms will provide sufficient cash) or a combination thereof, sufficient in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification delivered to the Trustee, to pay the principal and interest on all Debt Securities of such series when due and payable and any mandatory sinking fund payments when due and payable;

- such deposit will not result in a breach or violation of, or constitute a default under, any agreement or instrument to which we or any Guarantor is a party or by which or any Guarantor is bound;

- we and each of the Guarantors have delivered to the Trustee an officers' certificate or an opinion of counsel satisfactory to the Trustee to the effect that the holders of the Debt Securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such deposit, defeasance and discharge had not occurred; and

- we and each of the Guarantors have delivered to the Trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the defeasance have been complied with and the opinion of counsel also states that such deposit does not violate applicable law.

Our and the Guarantors' obligations under the Indenture for Debt Securities discharged in the manner described under the heading "Discharge and Defeasance" continue with respect to:

- the rights of registration of transfer and exchange of Debt Securities of such series and our rights of optional redemption, if any;

- the substitution of mutilated, defaced, destroyed, lost or stolen Debt Securities of such series;

- the rights of holders of Debt Securities of such series to receive payments of principal and interest on the original stated due dates (but not upon acceleration) and the remaining rights of the holders to receive mandatory sinking funds payments, if any;

- the rights and immunities of the Trustee under the Indenture;

- the rights of the holders of the Debt Securities of such series with respect to the property deposited with the Trustee payable to all or any of them; and

- our obligation to maintain certain offices and agencies with respect to the Debt Securities of such series.

MODIFICATION OF THE INDENTURE

The Indenture provides that we and the Guarantors may enter into supplemental indentures with the Trustee without the consent of the holders of Debt Securities to:

- secure any Debt Securities;

- evidence the assumption by a successor corporation of our and the Guarantors' obligations;

- add covenants for the protection of the holders of the Debt Securities;

- cure any ambiguity or correct any inconsistency in the Indenture, any Debt Securities or any Guarantee;

- establish the form or terms of Debt Securities of any series;

- evidence the acceptance of appointment by a successor trustee; or

- add any Guarantor pursuant to the terms of the Indenture.

The Indenture also contains provisions permitting us, the Guarantors and the Trustee, with the consent of the holders of not less than a majority in principal amount of Debt Securities of all series then outstanding and affected, to add any provisions to, or change in any manner or eliminate any of the provisions of, the Indenture, any Debt Securities or any Guarantee or modify in any manner the rights of the holders of the Debt Securities of each series so affected, provided that we, the Guarantors and the Trustee may not, without the consent of the holders affected thereby:

- extend the final maturity of any Debt Security of such series;

- reduce the principal amount of, or interest on, any Debt Securities of such series;

- reduce the amount of any Debt Securities of such series, which is an original issue discount security, payable upon acceleration or provable in bankruptcy;

- impair the right to institute suit for the enforcement of any payment on any Debt Securities of such series when due;

- reduce the above-stated percentage of outstanding Debt Securities of such series the consent of whose holders is necessary to modify or amend and to waive certain provisions of or defaults under the Indenture;

- modify the ranking or priority of the Debt Securities or the Guarantees in any manner adverse to the holders of the Debt Securities; or

- release any Guarantor from any of its obligations under its Guarantee or the Indenture otherwise than in accordance with the Indenture.

CONSOLIDATION, MERGER, CONVEYANCE OR TRANSFER

We may, without the consent of the Trustee or the holders of Debt Securities, consolidate or merge with, or convey, transfer or lease our properties and assets substantially as an entirety to any other corporation, provided that any successor corporation is a corporation organized under the laws of the United States of America or any state thereof and that such successor corporation expressly assumes all our obligations under the Debt Securities and that certain other conditions are met, and, thereafter, except in the case of a lease, we will be relieved of all obligations thereunder.

APPLICABLE LAW

The Debt Securities, the Guarantees and the Indenture will be governed by and construed in accordance with the laws of the State of New York.

CONCERNING THE TRUSTEE

Bankers Trust Company is the Trustee under the Indenture.

GLOBAL SECURITIES

We may issue the Debt Securities of any series in the form of one or more fully registered global Debt Securities (a "Global Security"). We anticipate that any Global Securities will be deposited with, or on behalf of, The Depository Trust Company, New York, New York ("DTC"), and that such Global Securities will be registered in the name of Cede & Co., DTC's nominee. In that case, one or more Global Securities will be issued in a denomination or aggregate denominations equal to the portion of the aggregate principal amount of outstanding registered Debt Securities of the series to be represented by those Global Securities. Unless and until DTC exchanges a Global Security in whole for Debt Securities in definitive registered form, the Global Security may not be transferred except as a whole by DTC to DTC's nominee, by DTC's nominee to DTC or another nominee of DTC or by DTC or any nominee to a successor of DTC or a nominee of that successor.

The specific terms of the depositary arrangement with respect to any portion of a series of Debt Securities to be represented by a Global Security will be described in the Prospectus Supplement relating to that series. We anticipate that the following provisions will apply to all depositary arrangements.

Ownership of beneficial interests in a Global Security will be limited to persons that have accounts with DTC ("participants") or persons that may hold interests through participants. Upon issuance of a Global Security, DTC will credit, on its book-entry registration and transfer system, the participants' accounts with the respective principal or face amounts of the securities represented by the Global Security beneficially owned by those participants. The accounts to be credited shall be designated by any dealers, underwriters or agents participating in the distribution of those securities. Ownership of beneficial interest in each Global Security will be shown on, and the transfer of the ownership interest will be effected only through, records maintained by DTC (with respect to interests of participants) and on the records of participants (with respect to interests of persons holding through participants). The laws of some states may require that certain purchasers of securities take physical delivery of the securities in definitive form. Such limits and such laws may impair the ability to own, transfer or pledge beneficial interest in Global Securities.

So long as DTC, or its nominee, is the registered owner of a Global Security, DTC or its nominee, as the case may be, will be considered the sole owner or holder of all securities represented

by that Global Security for all purposes under the Indenture. Except as set forth below, owners of beneficial interests in a Global Security will not be entitled to have the securities represented by the Global Security registered in their names, will not receive or be entitled to receive physical delivery of those securities in definitive form and will not be considered the owners or holders thereof under the Indenture. Accordingly, each person owning a beneficial interest in a Global Security must rely on the procedures of DTC and, if that person is not a participant, on the procedure of the participant through which that person owns its interest, to exercise any rights of a holder under the Indenture. We understand that under existing industry practices, if we request any action of holders or if an owner of a beneficial interest in a Global Security desires to give or to take any action that a holder is entitled to give or take under the Indenture, DTC would authorize the participants holding the relevant beneficial interest to give or take the action, and those participants would authorize beneficial owners owning through the participants to give or take such action or would otherwise act upon the instructions of beneficial owners holding through them.

Principal, premium, if any, and interest payments on Debt Securities represented by a Global Security registered in the name of DTC or its nominee will be made to DTC or that nominee, as the case may be, as the registered owner of each Global Security. None of us, the Trustee or any paying agent for Debt Securities will have any responsibility or liability for any aspect of the records to or payments made on account of beneficial ownership interests in the Global Security or for maintaining, supervising or reviewing any records relating to beneficial ownership interests.

We expect that DTC, upon receipt of any payment of principal, premium or interest, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of each Global Security as shown on the records of DTC. We also expect that payments by participants to owners of beneficial interest in a Global Security held through participants will be governed by standing instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form registered in "street names," and will be the responsibility of those participants.

If DTC is at any time unwilling or unable to continue as depositary and we do not appoint a successor depositary within ninety days or an Event of Default has occurred and is continuing with respect to Debt Securities, we will issue those securities in definitive form in exchange for the Global Security. In addition, we may at any time and in our sole discretion determine not to have the Debt Securities of a series represented by one or more Global Securities and, in that case, we will issue Debt Securities of that series in definitive form in exchange for the Global Securities representing them.

If we so specify with respect to the Debt Securities of a series, an owner of a beneficial interest in Global Securities representing those Debt Securities may, on terms acceptable to us and DTC, receive those Debt Securities in definitive form. In that case, an owner of a beneficial interest in the Global Security will be entitled to have Debt Securities equal in principal amount to that beneficial interest registered in its name and will be entitled to physical delivery of Debt Securities in definitive form. Except as set forth in the applicable Prospectus Supplement, Debt Securities issued in definitive form will be issued in denominations of $1,000 and integral multiples of $1,000 in excess thereof, and only in registered form without coupons.

YEAR 2000

The following information has been provided by DTC:

DTC management is aware that some computer applications, systems, and the like for processing data ("Systems") that are dependent upon calendar dates, including dates before, on, and after January 1, 2000, may encounter "Year 2000 problems." DTC has informed its participants and other members of the financial community (the "Industry") that is has developed and is implementing a program so that its Systems, as the same relate to the timely payment of distributions (including principal and income payments) to securityholders, book-entry deliveries, and settlement of trades within DTC ("DTC Services"), continue to function appropriately. This program includes a technical assessment and a remediation plan, each of which is complete. Additionally, DTC's plan includes a testing phase, which is expected to be completed within appropriate time frames.

However, DTC's ability to perform properly its services is also dependent upon other parties, including but not limited to issuers and their agents, as well as third party vendors from whom DTC licences software and hardware, and third party vendors on whom DTC relies for information or the provision of services, including telecommunication and electrical utility service providers, among others. DTC has informed the Industry that it is contacting (and will continue to contact) third party vendors from whom DTC acquires services to: (i) impress upon them the importance of such services being Year 2000 compliant; and (ii) determine the extent of their efforts for Year 2000 remediation (and, as appropriate, testing) of their services. In addition, DTC is in the process of developing such contingency plans as it deems appropriate.

According to DTC, the foregoing information with respect to DTC has been provided to the Industry for informational purposes only and is not intended to serve as a representation, warranty, or contract modification of any kind.

PLAN OF DISTRIBUTION

We may sell Offered Debt Securities:

- through agents;

- through underwriters;

- through dealers; or

- directly to purchasers (through a specific bidding or auction process or otherwise).

Offers to purchase Debt Securities may be solicited by agents designated by us from time to time. Any agent involved in the offer or sale of the Offered Debt Securities will be named, and any commissions payable by us to the agent will be set forth, in the Prospectus Supplement. Unless otherwise indicated in the Prospectus Supplement, any such agent will be acting on a best efforts basis for the period of its appointment. Any such agent may be deemed to be an underwriter, as that term is defined in the Securities Act of 1933, as amended (the "1933 Act"), of the Debt Securities so offered and sold. Agents may be entitled under agreements that may be entered into with us to indemnification by us against certain liabilities, including liabilities under the 1933 Act, and may be customers of, engaged in transactions with, or perform services for, us in the ordinary course of business.

If an underwriter or underwriters are utilized in the sale of Offered Debt Securities, we will enter into an underwriting agreement with them at the time of sale to them and we will set forth in the

Prospectus Supplement relating to that offering their names and the terms of our agreement with them. The underwriters may be entitled, under the relevant underwriting agreement, to indemnification by us against certain liabilities, including liabilities under the 1933 Act and those underwriters or their affiliates may be customers of, engage in transactions with, or perform service for, us in the ordinary course of business. Only underwriters named in the Prospectus Supplement are deemed to be underwriters in connection with the Offered Debt Securities.

If underwriters are used to sell Offered Debt Securities, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Offered Debt Securities. Specifically, the underwriters may overallot. In addition, the underwriters may bid for, and purchase, Offered Debt Securities in the open market to cover syndicate short positions created in connection with the offering or to stabilize the price of the Offered Debt Securities. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributing the Offered Debt Securities in the offering, if the syndicate repurchases previously distributed Offered Debt Securities in syndicate covering transactions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the Offered Debt Securities above independent market levels. The underwriters are not required to engage in these activities, and may end any of these activities at any time.

If any dealers are utilized in the sale of Offered Debt Securities, we will sell the Debt Securities to those dealers, as the principal. The dealers may then resell Debt Securities to the public at varying prices to be determined by the dealers at the time of resale. Dealers may be entitled, under agreements that may be entered into with us, to indemnification by us against certain liabilities, including liabilities under the 1933 Act and those dealers or their affiliates may be customers of, extend credit to, or engage in transactions with, or perform services for, us in the ordinary course of business. The name of each dealer and the terms of the transactions will be set forth in the Prospectus Supplement relating to the offering.

Offers to purchase Debt Securities may be solicited directly by us and sales thereof may be made by us directly to institutional investors or others. The terms of those sales, including the terms of any bidding or auction process, if utilized, will be described in the Prospectus Supplement relating to such offering.

If so indicated in the Prospectus Supplement, Debt Securities may also be offered and sold in connection with a remarketing upon their purchase, in accordance with a redemption or repayment pursuant to their terms, or otherwise, by one or more firms ("remarketing firms"), acting as principals for their own accounts or as agents for us. Any remarketing firm will be identified and the terms of its agreement, if any, with us and its compensation will be described in the Prospectus Supplement. Remarketing firms may be deemed to be underwriters in connection with the Debt Securities remarketed thereby. Remarketing firms may be entitled under agreements that may be entered into with us to indemnification by us against certain liabilities, including liabilities under the 1933 Act, and may be customers of, engage in transactions with or perform services for us in the ordinary course of business.

If so indicated in the Prospectus Supplement, we will authorize agents and underwriters to solicit offers by certain institutions to purchase Debt Securities from us at the public offering price set forth in the Prospectus Supplement pursuant to Delayed Delivery Contracts ("Contracts") providing for payment and delivery on the date stated in the Prospectus Supplement. Those Contracts will be subject to only those conditions set forth in the Prospectus Supplement. A commission indicated in the Prospectus Supplement will be paid to underwriters and agents soliciting purchases of Debt Securities pursuant to Contracts accepted by us.

LEGAL OPINIONS

The validity of each issue of Debt Securities and Guarantees will be passed upon for the Company by Dinsmore & Shohl LLP of Cincinnati, Ohio.

EXPERTS

The consolidated financial statements incorporated in this Prospectus by reference from the Company's Annual Report on Form 10-K have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of that firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information that is incorporated in this Prospectus by reference, Deloitte & Touche LLP have applied limited procedures in accordance with professional standards for a review of such information. However, as stated in their reports included in the Company's Quarterly Reports on Form 10-Q and incorporated by reference in this Prospectus, they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their reports on the unaudited interim financial information because those reports are not "reports" or a "part" of the registration statement prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.

The financial statements of Logan's Roadhouse, Inc. as of December 27, 1998 and December 28, 1997, and for each of the years in the three-year period ended December 27, 1998, included in the Company's Current Report on Form 8-K/A, dated June 25, 1999, have been incorporated by reference herein and in the registration statement in reliance upon the report of KPMG LLP, independent certified public accounts, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The estimated aggregate expenses, all of which are to be borne by the Company, in connection with the offering of the Debt Securities are as follows:

Securities and Exchange Commission Registration Fee.....	$ 69,500
Printing and Engraving Expenses.....	50,000
Trustee Fees.....	10,000
Accounting Fees and Expenses.....	55,000
Legal Fees and Expenses.....	60,000
Blue Sky Fees and Expenses.....	3,000
Rating Agency Fees.....	100,000
Miscellaneous.....	2,500
Total.....	$350,000

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Company's Bylaws provide that the Company 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, trustee, or employee of the Company or of another corporation if serving at the request of the Company. Indemnification of agents of the Company is permitted at the discretion of the Board of Directors.

In general, Tennessee law provides that a corporation may indemnify the specified persons against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such suits, actions or proceedings if the person seeking indemnification acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that in the case of an action by or in the name of the claim or issue as to which the indemnified person has been adjudged to be liable to negligence or misconduct indemnification will not be made unless, and only to the extent, that the court in which the action was brought holds that indemnification is warranted.

Any underwriting agreement used in connection with the distribution of Securities will provide for the indemnification of the Company, its controlling persons, its directors and certain of its officers by the underwriters or agents against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

ITEM 16. EXHIBITS.

1	--	Form of Underwriting Agreement
4	--	Form of Indenture
5	--	Opinion of Dinsmore & Shohl LLP, including its consent
12	--	Computation of Ratio of Earnings to Fixed Charges
15	--	Letter regarding unaudited interim financial information
23.1	--	Consent of Deloitte & Touche LLP
23.2	--	Consent of KPMG LLP
23.3	--	Consent of Dinsmore & Shohl LLP (included in Exhibit 5)
24	--	Power of Attorney (included on the signature page)*
24.1	--	Powers of Attorney for the Subsidiary Guarantors
25	--	Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of Bankers Trust Company

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* Previously filed.

ITEM 17. UNDERTAKINGS.

A. Rule 415 Offering.

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; and

(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) do not apply if the registration statement is on Form S-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed 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 of 1933, 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.

(4) For purposes of determining any liability under the Securities Act of 1933:

(i) the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and

(ii) each post-effective amendment that contains a form of prospectus 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.

B. Incorporation of Subsequent Exchange Act Documents by Reference.

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 Section 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. Indemnification.

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 Securities and Exchange Commission 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 a 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 a 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

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

CBRL GROUP, INC.

By: /s/ DAN W. EVINS *

Dan W. Evins
Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ DAN W. EVINS Dan W. Evins Chairman and Chief Executive Officer	*	July 2, 1999
Principal Financial and Accounting Officer:		
/s/ MICHAEL A. WOODHOUSE Michael A. Woodhouse Chief Financial Officer and Treasurer	*	July 2, 1999
Directors:		**Date:**
/s/ JAMES C. BRADSHAW James C. Bradshaw	*	July 2, 1999
/s/ ROBERT V. DALE Robert V. Dale	*	July 2, 1999
/s/ DAN W. EVINS Dan W. Evins	*	July 2, 1999
/s/ EDGAR W. EVINS Edgar W. Evins	*	July 2, 1999
/s/ WILLIAM D. HEYDEL William D. Heydel	*	July 2, 1999
/s/ ROBERT C. HILTON Robert C. Hilton	*	July 2, 1999
/s/ CHARLES E. JONES, JR. Charles E. Jones, Jr.	*	July 2, 1999
/s/ CHARLES T. LOWE, JR. Charles T. Lowe, Jr.	*	July 2, 1999

/s/ B.F. "JACK" LOWERY	*	July 2, 1999
B.F. "Jack" Lowery		
/s/ GORDON L. MILLER	*	July 2, 1999
Gordon L. Miller		
/s/ MARTHA M. MITCHELL	*	July 2, 1999
Martha M. Mitchell		
/s/ JIMMIE D. WHITE	*	July 2, 1999
Jimmie D. White		

*By: /s/ JAMES F. BLACKSTOCK
James F. Blackstock
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/ DAN W. EVINS *

Dan W. Evins
Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ DAN W. EVINS Dan W. Evins Chairman and Chief Executive Officer	*	July 2, 1999
Principal Financial and Accounting Officer:		
/s/ MICHAEL P. DONAHOE Michael P. Donahoe Senior Vice President -- Finance	*	July 2, 1999
Directors:		**Date:**
/s/ DR. JAMES C. BRADSHAW James C. Bradshaw	*	July 2, 1999
/s/ ROBERT V. DALE Robert V. Dale	*	July 2, 1999
/s/ DAN W. EVINS Dan W. Evins	*	July 2, 1999
/s/ EDGAR W. EVINS Edgar W. Evins	*	July 2, 1999
/s/ WILLIAM D. HEYDEL William D. Heydel	*	July 2, 1999
/s/ ROBERT C. HILTON Robert C. Hilton	*	July 2, 1999
/s/ CHARLES E. JONES, JR. Charles E. Jones, Jr.	*	July 2, 1999
/s/ CHARLES T. LOWE, JR. Charles T. Lowe, Jr.	*	July 2, 1999

/s/ B.F. "JACK" LOWERY B.F. "Jack" Lowery	*	July 2, 1999
/s/ GORDON L. MILLER Gordon L. Miller	*	July 2, 1999
/s/ MARTHA M. MITCHELL Martha M. Mitchell	*	July 2, 1999
/s/ JIMMIE D. WHITE Jimmie D. White	*	July 2, 1999

*By: /s/ JAMES F. BLACKSTOCK
James F. Blackstock
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

LOGAN'S ROADHOUSE, INC.

By: /s/ DAN W. EVINS *

Dan W. Evins
Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ DAN W. EVINS Dan W. Evins Chairman and Chief Executive Officer	*	July 2, 1999
Principal Financial and Accounting Officer:		
/s/ DAVID J. MCDANIEL David J. McDaniel Senior Vice President -- Finance	*	July 2, 1999
Directors:		**Date:**
/s/ EDWIN W. MOATS, JR. Edwin W. Moats, Jr.	*	July 2, 1999
/s/ DAN W. EVINS Dan W. Evins	*	July 2, 1999
/s/ MICHAEL A. WOODHOUSE Michael A. Woodhouse	*	July 2, 1999
*By: /s/ JAMES F. BLACKSTOCK James F. Blackstock Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

ROCKING CHAIR, INC.

By: /s/ RICHARD F. KLUMPP *

Richard F. Klumpp
President and Treasurer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ RICHARD F. KLUMPP	*	July 2, 1999
Richard F. Klumpp President and Treasurer		
Principal Financial and Accounting Officer:		
/s/ RICHARD F. KLUMPP	*	July 2, 1999
Richard F. Klumpp President and Treasurer		
Directors:		**Date:**
/s/ RICHARD F. KLUMPP	*	July 2, 1999
Richard F. Klumpp		
/s/ RICHARD K. ARRAS	*	July 2, 1999
Richard K. Arras		
/s/ MICHAEL P. DONAHOE	*	July 2, 1999
Michael P. Donahoe		
*By: /s/ JAMES F. BLACKSTOCK		
James F. Blackstock Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

CPM MERGER CORPORATION

By: /s/ THOMAS J. THORNTON, JR. *

Thomas J. Thornton, Jr.
President

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ THOMAS J. THORNTON, JR.	*	July 2, 1999
Thomas J. Thornton, Jr. President		
Principal Financial and Accounting Officer:		
/s/ MICHAEL A. WOODHOUSE	*	July 2, 1999
Michael A. Woodhouse Chief Financial Officer, Vice President and Treasurer		
Directors:		**Date:**
/s/ DAN W. EVINS	*	July 2, 1999
Dan W. Evins		
/s/ MICHAEL A. WOODHOUSE	*	July 2, 1999
Michael A. Woodhouse		
/s/ THOMAS J. THORNTON, JR.	*	July 2, 1999
Thomas J. Thornton, Jr.		
*By: /s/ JAMES F. BLACKSTOCK		
James F. Blackstock Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

CBOCS WEST, INC.

By: /s/ MICHAEL P. DONAHOE *

Michael P. Donahoe
President

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ MICHAEL P. DONAHOE	*	July 2, 1999
Michael P. Donahoe President		
Principal Financial and Accounting Officer:		
/s/ PATRICK SCRUGGS	*	July 2, 1999
Patrick Scruggs Treasurer		
Directors:		**Date:**
/s/ RICHARD K. ARRAS	*	July 2, 1999
Richard K. Arras		
/s/ RICHARD F. KLUMPP	*	July 2, 1999
Richard F. Klumpp		
/s/ MICHAEL P. DONAHOE	*	July 2, 1999
Michael P. Donahoe		
*By: /s/ JAMES F. BLACKSTOCK		
James F. Blackstock Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

CBOCS DISTRIBUTION, INC.

By: /s/ MICHAEL P. DONAHOE *

Michael P. Donahoe
President

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ MICHAEL P. DONAHOE	*	July 2, 1999
Michael P. Donahoe President		
Principal Financial and Accounting Officer:		
/s/ PATRICK SCRUGGS	*	July 2, 1999
Patrick Scruggs Treasurer		
Directors:		**Date:**
/s/ RICHARD K. ARRAS	*	July 2, 1999
Richard K. Arras		
/s/ JONATHAN C. SLEIK	*	July 2, 1999
Jonathan C. Sleik		
/s/ RICHARD G. PARSONS	*	July 2, 1999
Richard G. Parsons		
*By: /s/ JAMES F. BLACKSTOCK		
James F. Blackstock Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

CBOCS MICHIGAN, INC.

By: /s/ BRUCE A. HALLUMS *

Bruce A. Hallums
President

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ BRUCE A. HALLUMS Bruce A. Hallums President	*	July 2, 1999
Principal Financial and Accounting Officer:		
/s/ ROBERT J. WILLIAMS Robert J. Williams Secretary and Treasurer	*	July 2, 1999
Directors:		**Date:**
/s/ BRUCE A. HALLUMS Bruce A. Hallums	*	July 2, 1999
/s/ ROBERT J. WILLIAMS Robert J. Williams	*	July 2, 1999
/s/ EDWARD J. JONES Edward J. Jones	*	July 2, 1999
By: /s/ JAMES F. BLACKSTOCK James F. Blackstock Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Lebanon, State of Tennessee, on July 2, 1999.

CBOCS SIERRA, INC.

By: /s/ MICHAEL P. DONAHOE *

Michael P. Donahoe
President

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Principal Executive Officer:		Date:
/s/ MICHAEL P. DONAHOE	*	July 2, 1999
Michael P. Donahoe President		
Principal Financial and Accounting Officer:		
/s/ MICHAEL ZYLSTRA	*	July 2, 1999
Michael Zylstra Secretary and Treasurer		
Directors:		**Date:**
/s/ RICHARD K. ARRAS	*	July 2, 1999
Richard K. Arras		
/s/ MICHAEL P. DONAHOE	*	July 2, 1999
Michael P. Donahoe		
/s/ RICHARD F. KLUMPP	*	July 2, 1999
Richard F. Klumpp		
By: /s/ JAMES F. BLACKSTOCK		
James F. Blackstock Attorney-in-Fact		

EXHIBIT INDEX

1	--	Form of Underwriting Agreement
4	--	Form of Indenture
5	--	Opinion of Dinsmore & Shohl LLP, including its consent
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15	--	Letter regarding unaudited interim financial information
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24	--	Power of Attorney (included on the signature page)*
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25	--	Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of Bankers Trust Company

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* Previously filed.

EXHIBIT 1

CBRL GROUP, INC.
(a Tennessee corporation)

Guaranteed Senior Debt Securities

UNDERWRITING AGREEMENT

----------, -----

MERRILL LYNCH & CO.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
[Name(s) of Other Co-Managers]
as Representative(s) of the several Underwriters
c/o Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
North Tower
World Financial Center
New York, New York 10281-1209

Ladies and Gentlemen:

CBRL Group, Inc., a Tennessee corporation (the "Company"), confirms its agreement with Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), [Name(s) of Other Co-Managers] and each of the other Underwriters named in Schedule A hereto (collectively, the "Underwriters," which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), for whom Merrill Lynch and [Name(s) of Other Co-Managers] are acting as representative(s) (in such capacity, the "Representative(s)"), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in said Schedule A of $_____aggregate principal amount of the Company's [Title of Debt Securities] (the "Debt Securities"). The Debt Securities and the Guarantees (as defined herein) are to be issued pursuant to an indenture dated as of _____, 1999 (the "Indenture") among the Company, the Guarantors (as defined herein) and Bankers Trust Company, as trustee (the "Trustee"). The Debt Securities will be fully and unconditionally guaranteed on a senior basis pursuant to the terms of the Indenture (the "Guarantees" and, together with the Debt Securities, the "Securities") by the subsidiaries of the Company listed on Schedule C hereto (each, a "Guarantor," and collectively, the "Guarantors"). The term "Indenture," as used herein, includes

the Officers' Certificate (as defined in the Indenture) establishing the form and terms of the Debt Securities pursuant to Sections 2.3 and 11.5 of the Indenture.

The Company understands that the Underwriters propose to make a public offering of the Securities as soon as the Representative(s) deem(s) advisable after this Underwriting Agreement has been executed and delivered and the Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act").

The Company and the Guarantors have filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (No. 333-74363) and pre-effective amendment no. 1 thereto for the registration of the Securities under the Securities Act of 1933, as amended (the "1933 Act"), and the offering thereof from time to time in accordance with Rule 415 of the rules and regulations of the Commission under the 1933 Act (the "1933 Act Regulations"), and the Company has filed such post-effective amendments thereto as may be required prior to the execution of this Underwriting Agreement. Such registration statement (as so amended, if applicable) has been declared effective by the Commission, and the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"). Such registration statement (as so amended, if applicable), including the information, if any, deemed to be a part thereof pursuant to Rule 430A(b) of the 1933 Act Regulations (the "Rule 430A Information") or Rule 434(d) of the 1933 Act Regulations (the "Rule 434 Information"), is referred to herein as the "Registration Statement;" and the final prospectus and the final prospectus supplement relating to the offering of the Securities, in the form first furnished to the Underwriters by the Company for use in connection with the offering of the Securities, are collectively referred to herein as the "Prospectus;" provided, however, that all references to the "Registration Statement" and the "Prospectus" shall also be deemed to include all documents incorporated therein by reference pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), prior to the execution of this Underwriting Agreement; provided, further, that if the Company files a registration statement with the Commission pursuant to Rule 462(b) of the 1933 Act Regulations (the "Rule 462(b) Registration Statement"), then, after such filing, all references to "Registration Statement" shall also he deemed to include the Rule 462(b) Registration Statement; and provided, further, that if the Company elects to rely upon Rule 434 of the 1933 Act Regulations, then all references to "Prospectus" shall also be deemed to include the final or preliminary prospectus and the applicable term sheet or abbreviated term sheet (the "Term Sheet"), as the case may be, in the form first furnished to the Underwriters by the Company in reliance upon Rule 434 of the 1933 Act Regulations, and all references in this Underwriting Agreement to the date of the Prospectus shall mean the date of the Term Sheet. A "preliminary prospectus" shall be deemed to refer to any prospectus used before the registration statement became effective and any prospectus that omitted, as applicable, the Rule 430A Information, the Rule 434 Information or other information to be included upon pricing in a form of prospectus filed with the Commission pursuant to Rule 424(b) of the 1933 Act Regulations, that was used after such effectiveness and prior to the execution and delivery of this Underwriting Agreement. For purposes of this Underwriting Agreement, all references to the Registration Statement, Prospectus, Term Sheet or preliminary prospectus or to any amendment or supplement to any of the foregoing shall be deemed to include any copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

All references in this Underwriting Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" (or other references of like import) in the Registration Statement, Prospectus or preliminary prospectus shall be deemed to mean and include all such financial statements and schedules and other information that are incorporated by reference in the Registration Statement, Prospectus or preliminary prospectus, as the case may be; and all references in this Underwriting Agreement to amendments or supplements to the Registration Statement, Prospectus or preliminary prospectus shall be deemed to mean and include the filing of any document under the 1934 Act that is incorporated by reference in the Registration Statement, Prospectus or preliminary prospectus, as the case may be.

SECTION 1. Representations and Warranties.

(a) Representations and Warranties by the Company and the Guarantors. The Company and the Guarantors, jointly and severally, represent and warrant to each Underwriter, as of the date hereof and as of the Closing Time (as defined below), and agree with each Underwriter as follows:

(i) Compliance with Registration Requirements. The Company meets the requirements for use of Form S-3 under the 1933 Act. Each of the Registration Statement and any Rule 462(b) Registration Statement has become effective under the 1933 Act, and no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with. In addition, the Indenture has been duly qualified under the 1939 Act.

At the respective times the Registration Statement, any Rule 462(b) Registration Statement and any post-effective amendments thereto (including the filing of the Company's most recent Annual Report on Form 10-K with the Commission) became effective and at the Closing Time, the Registration Statement, any Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the 1939 Act and the rules and regulations of the Commission under the 1939 Act (the "1939 Act Regulations") and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. At the date of the Prospectus and at the Closing Time, the Prospectus and any amendments and supplements thereto did not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the

circumstances under which they were made, not misleading. If the Company elects to rely upon Rule 434 of the 1933 Act Regulations, the Company will comply with the requirements of Rule 434. Notwithstanding the foregoing, the representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement or the Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through Merrill Lynch expressly for use in the Registration Statement or the Prospectus.

Each preliminary prospectus and prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the 1933 Act, complied when so filed in all material respects with the 1933 Act Regulations and each preliminary prospectus and the Prospectus delivered to the Underwriters for use in connection with the offering of Securities will, at the time of such delivery, be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Incorporated Documents. The documents incorporated or deemed to be incorporated by reference in the Registration Statement and the Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), and, when read together with the other information in the Prospectus, at the date of the Prospectus and at the Closing Time, did not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iii) Independent Accountants. The accountants who certified the financial statements and any supporting schedules thereto included in the Registration Statement and the Prospectus are independent public accountants as required by the 1933 Act and the 1933 Act Regulations.

(iv) Financial Statements. The financial statements of the Company included in the Registration Statement and the Prospectus, together with the related schedules and notes, as well as those financial statements, schedules and notes of any other entity included therein, present fairly the financial position of the Company and its consolidated subsidiaries, or such other entity, as the case may be, at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries, or such other entity, as the case may be, for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, included in the Registration

Statement and the Prospectus present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Registration Statement and the Prospectus. In addition, any pro forma financial statements of the Company and its subsidiaries and the related notes thereto included in the Registration Statement and the Prospectus present fairly the information shown therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

(v) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those arising in the ordinary course of business, that are material with respect to the Company and its subsidiaries considered as one enterprise and (C) except for regular dividends on the Company's common stock or preferred stock, in amounts per share that are consistent with past practice or the applicable charter document or supplement thereto, respectively, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(vi) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Tennessee and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under, or as contemplated under, this Underwriting Agreement. The Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect.

(vii) Good Standing of the Guarantors. Each Guarantor has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and is duly qualified as a foreign corporation to transact business and

is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect. Except as otherwise stated in the Registration Statement and the Prospectus, all of the issued and outstanding capital stock of each Guarantor has been duly authorized and is validly issued, fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock of any Guarantor was issued in violation of preemptive or other similar rights of any securityholder of such Guarantor. The only subsidiaries of the Company are (a) the Guarantors and (b) certain other subsidiaries which, considered in the aggregate as a single subsidiary, do not constitute a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X.

(viii) Capitalization. The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued by the Company and are fully paid and non-assessable, and none of such shares of capital stock was issued in violation of preemptive or other similar rights of any securityholder of the Company.

(ix) Authorization of this Underwriting Agreement. This Underwriting Agreement has been duly authorized, executed and delivered by the Company and each Guarantor.

(x) Authorization of the Securities. The Debt Securities have been duly authorized by the Company for issuance and sale and, at the Closing Time, will have been duly executed by the Company and, when issued, executed and authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Underwriting Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; the Guarantees have been duly authorized by the Guarantors for issuance and, at the Closing Time, will have been duly executed by the Guarantors and, when issued and executed in the manner provided for in the Indenture and delivered against payment of the purchase price for the Debt Securities as provided in this Underwriting Agreement, will constitute valid and binding obligations of each Guarantor, enforceable against each Guarantor in accordance with their terms; except as the enforcement of the Securities may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles. Such Securities will be in the form contemplated by, and each registered holder thereof is entitled to the benefits of, the Indenture.

(xi) Authorization of the Indenture. The Indenture has been duly

authorized by the Company and each Guarantor and duly qualified under the 1939 Act and, at the Closing Time, will have been duly executed and delivered by the Company and each Guarantor and will constitute a valid and binding agreement of the Company and each Guarantor, enforceable against the Company and each Guarantor in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(xii) Descriptions of the Securities and the Indenture. The Securities and the Indenture will conform in all material respects to the statements relating thereto contained in the Prospectus and will be in substantially the form filed or incorporated by reference, as the case may be, as exhibits to the Registration Statement.

(xiii) Absence of Defaults and Conflicts. Neither the Company nor any of its subsidiaries is in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject (collectively, "Agreements and Instruments"), except for such defaults that would not result in a Material Adverse Effect. The execution, delivery and performance of this Underwriting Agreement, the Indenture and the Securities and any other agreement or instrument entered into or issued or to be entered into or issued by the Company or any of the Guarantors in connection with the transactions contemplated hereby or thereby or in the Registration Statement and the Prospectus and the consummation of the transactions contemplated herein and in the Registration Statement and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described under the caption "Use of Proceeds") and compliance by the Company and each Guarantor with their respective obligations hereunder and thereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any assets, properties or operations of the Company or any of its subsidiaries pursuant to, any Agreements and Instruments (except for such conflicts, breaches, defaults, events or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any of its subsidiaries or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of

their assets, properties or operations. As used herein, a "Repayment Event" means any event or condition that gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(xiv) Absence of Labor Dispute. No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or any subsidiary's principal suppliers, manufacturers, customers or contractors, that, in either case, may reasonably be expected to result in a Material Adverse Effect.

(xv) Absence of Proceedings. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries that is required to be disclosed in the Registration Statement and the Prospectus (other than as stated therein), or that might reasonably be expected to result in a Material Adverse Effect, or that might reasonably be expected to materially and adversely affect the assets, properties or operations thereof or the consummation of the transactions contemplated under this Underwriting Agreement or the Indenture or the performance by the Company and each Guarantor of their respective obligations hereunder and thereunder. The aggregate of all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of their respective assets, properties or operations is the subject that are not described in the Registration Statement and the Prospectus, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(xvi) Accuracy of Exhibits. There are no contracts or documents that are required to be described in the Registration Statement, the Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto that have not been so described and filed as required.

(xvii) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign, is necessary or required for the performance by the Company and the Guarantors of their respective obligations under this Underwriting Agreement, the consummation of the transactions contemplated under this Underwriting Agreement or the due execution, delivery and performance of the Indenture by the Company and the Guarantors, except such as have been already obtained or as may be required under state securities laws.

(xviii) Possession of Intellectual Property. The Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(xix) Possession of Licenses and Permits. The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them. The Company and its subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses that, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xx) Title to Property. The Company and its subsidiaries have good and marketable title to all real property owned by the Company and its subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind, except (A) as otherwise stated in the Registration Statement and the Prospectus or (B) those that do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and/or proposed to be made of such property by the Company or any of its subsidiaries. All of the leases and subleases material to the business of the Company and its subsidiaries considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the Prospectus, are in full force and effect, and neither the Company nor any of its subsidiaries has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any of its subsidiaries under any

of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary of the continued possession of the leased or subleased premises under any such lease or sublease.

(xxi) Investment Company Act. The Company and each Guarantor is not, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Prospectus will not be, an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (the "1940 Act").

(xxii) Environmental Laws. Except as otherwise stated in the Registration Statement and the Prospectus and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries and (D) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws.

(xxiii) Compliance with Cuba Act. The Company has complied with, and is and will be in compliance with, the provisions of that certain Florida act relating to disclosure of doing business with Cuba, codified as Section 517.075 of the Florida statutes, and the rules and regulations thereunder or is exempt therefrom.

(b) Officers' Certificates. Any certificate signed by any officer of the Company or any Guarantor and delivered to the Representative(s) or to counsel for the Underwriters in

connection with the offering of the Securities shall be deemed a representation and warranty by the Company and such Guarantor to each Underwriter as to the matters covered thereby on the date of such certificate and, unless subsequently amended or supplemented, as of the Closing Date.

SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) Securities. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Company, at the price set forth in Schedule B, the aggregate principal amount of Securities set forth in Schedule A opposite the name of such Underwriter, plus any additional principal amount of Securities that such Underwriter may become obligated to purchase pursuant to the provisions of Section 10 hereof.

(b) Payment. Payment of the purchase price for, and delivery of certificates for, the Securities shall be made at the offices of Winston & Strawn, 35 West Wacker Drive, Chicago, Illinois 60601, or at such other place as shall be agreed upon by the Representative(s) and the Company, at 10:00 A.M. (Eastern time) on the third (fourth, if the pricing occurs after 4:30 P.M. (Eastern time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 10 hereof), or such other time not later than ten business days after such date as shall be agreed upon by the Representative(s) and the Company (such time and date of payment and delivery being herein called "Closing Time").

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Representative(s) for the respective accounts of the Underwriters of certificates for the Securities to be purchased by them. It is understood that each Underwriter has authorized the Representative(s), for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Securities that it has severally agreed to purchase. Merrill Lynch, individually and not as representative of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Securities to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

(c) Denominations; Registration. Certificates for the Securities shall be in such denominations ($1,000 or integral multiples thereof) and registered in such names as the Representative(s) may request in writing at least one full business day prior to the Closing Time. Certificates for the Securities will be made available for examination and packaging by the Representative(s) in The City of New York not later than 10:00 A.M. (Eastern time) on the business day prior to the Closing Time.

SECTION 3. Covenants of the Company and the Guarantors. The Company and each Guarantor, jointly and severally, covenant with each Underwriter, as follows:

(a) Compliance with Securities Regulations and Commission Requests. The

Company and each Guarantor, subject to Section 3(b), will comply with the requirements of Rule 430A of the 1933 Act Regulations and/or Rule 434 of the 1933 Act Regulations, as applicable, and will notify the Representative(s) immediately, and confirm the notice in writing, of (i) the effectiveness of any post-effective amendment to the Registration Statement or the filing of any supplement or amendment to the Prospectus, (ii) the receipt of any comments from the Commission, (iii) any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information, and (iv) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company and the Guarantors will promptly effect the filings necessary pursuant to Rule 424 and will take such steps as they deem necessary to ascertain promptly whether the Prospectus transmitted for filing under Rule 424 was received for filing by the Commission and, in the event that it was not, it will promptly file the Prospectus. The Company and the Guarantors will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) Filing of Amendments. The Company will give the Representative(s) notice of its intention to file or prepare any amendment to the Registration Statement (including any filing under Rule 462(b) of the 1933 Act Regulations), any Term Sheet or any amendment, supplement or revision to either the prospectus included in the Registration Statement at the time it became effective or to the Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, will furnish the Representative(s) with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Representative(s) or counsel for the Underwriters shall object.

(c) Delivery of Registration Statements. The Company has furnished or will deliver to the Representative(s) and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts, and will also deliver to the Representative(s), without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the Underwriters. Copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) Delivery of Prospectuses. The Company will deliver to each Underwriter, without charge, as many copies of each preliminary prospectus as such Underwriter may reasonably request, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, without charge, during the period when the Prospectus is required to be delivered under the 1933 Act or the 1934 Act, such number of copies of the Prospectus as such Underwriter may reasonably request. The

Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) Continued Compliance with Securities Laws. The Company and each Guarantor will comply with the 1933 Act and the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations and the 1939 Act and the 1939 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Underwriting Agreement and in the Registration Statement and the Prospectus. If at any time when the Prospectus is required by the 1933 Act or the 1934 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to amend the Registration Statement in order that the Registration Statement will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or to amend or supplement the Prospectus in order that the Prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement the Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company and the Guarantors will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement or the Prospectus comply with such requirements, and the Company will furnish to the Underwriters, without charge, such number of copies of such amendment or supplement as the Underwriters may reasonably request.

(f) Blue Sky Qualifications. The Company will use its best efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representative(s) may designate and to maintain such qualifications in effect for a period of not less than one year from the later of the effective date of the Registration Statement and any Rule 462(b) Registration Statement; provided, however, that the Company and the Guarantors shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. In each jurisdiction in which the Securities have been so qualified, the Company and the Guarantors will file such statements and reports as may be required by the laws of such jurisdiction to continue such qualification in effect for a period of not less than one year from the effective date of the Registration Statement and any Rule 462(b) Registration Statement. The Company will also supply the Underwriters with such information as is necessary for the determination of the legality of the Securities for investment under the laws of such jurisdiction as the Underwriters may request.

(g) Earnings Statement. The Company and each Guarantor will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its

securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(h) Use of Proceeds. The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Prospectus under "Use of Proceeds".

(i) Reporting Requirements. The Company and each Guarantor will, during the period when the Prospectus is required to be delivered under the 1933 Act or the 1934 Act, file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(j) Restriction on Sale of Securities. Between the date hereof and the completion of the distribution of the Securities, the Company and the Guarantors will not, without the prior written consent of Merrill Lynch, directly or indirectly, issue, sell, offer to sell, grant any option for the sale of, or otherwise dispose of, any other securities.

SECTION 4. Payment of Expenses.

(a) Expenses. The Company will pay all expenses incident to the performance of its and the Guarantors' respective obligations under this Underwriting Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Underwriting Agreement, any Agreement among Underwriters, the Indenture and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the preparation, issuance and delivery of the Securities and any certificates for the Securities to the Underwriters, including any transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors or agents, as well as the fees and disbursements of the Trustee, and its counsel, (v) the qualification of the Securities under state securities laws in accordance with the provisions of Section 3(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation, printing and delivery of the Blue Sky Survey, and any amendment thereto, (vi) the printing and delivery to the Underwriters of copies of each preliminary prospectus, any Term Sheet and the Prospectus and any amendments or supplements thereto and (vii) the fees charged by nationally recognized statistical rating organizations for the rating of the Securities, if applicable.

(b) Termination of this Underwriting Agreement. If this Underwriting Agreement is terminated by the Representative(s) in accordance with the provisions of Section 5 or Section 9(a)(i) hereof, the Company shall reimburse the Underwriters for all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. Conditions of Underwriters' Obligations. The obligations of the Underwriters to purchase and pay for the Securities are subject to the accuracy of the

representations and warranties of the Company and each Guarantor contained in Section 1 hereof or in certificates of any officer of the Company or any Guarantor delivered pursuant to the provisions hereof, to the performance by the Company and each Guarantor of its covenants and other obligations hereunder and to the following further conditions:

(a) Effectiveness of Registration Statement. The Registration Statement, including any Rule 462(b) Registration Statement, has become effective under the 1933 Act, and no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act and no proceedings for that purpose shall have been initiated or be pending or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. A prospectus containing information relating to the description of the Securities, the specific method of distribution and similar matters shall have been filed with the Commission in accordance with Rule 424(b)(1), (2), (3), (4) or (5), as applicable (or any required post-effective amendment providing such information shall have been filed and declared effective in accordance with the requirements of Rule 430A), or, if the Company has elected to rely upon Rule 434 of the 1933 Act Regulations, a Term Sheet including the Rule 434 Information shall have been filed with the Commission in accordance with Rule 424(b)(7).

(b) Opinions of Counsel for Company. At Closing Time, the Representative(s) shall have received the favorable opinions, dated as of Closing Time, of (i) Dinsmore & Shohl LLP, counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters, to the effect set forth in Exhibit A hereto and to such further effect as counsel to the Underwriters may reasonably request, and (ii) James F. Blackstock, Esq., General Counsel of the Company, in form and substance satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters, to the effect set forth in Exhibit B hereto and to such further effect as counsel to the Underwriters may reasonably request.

(c) Opinion of Counsel for Underwriters. At Closing Time, the Representative(s) shall have received the favorable opinion, dated as of Closing Time, of Winston & Strawn, counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters, with respect to the matters set forth in (1), (2), (5) through (9), inclusive, (13) and (14) and the penultimate paragraph of Exhibit A hereto. In giving such opinion, such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the federal law of the United States and the General Corporation Law of the State of Delaware, upon the opinions of counsel satisfactory to the Representative(s). Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and the Guarantors and certificates of public officials.

(d) Officers' Certificate. At Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise,

whether or not arising in the ordinary course of business, and the Representative(s) shall have received a certificate of the President or a Vice President of the Company and of the chief financial officer or chief accounting officer of the Company, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of the Closing Time, (iii) the Company and each Guarantor has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been initiated or threatened by the Commission.

(e) Accountants' Comfort Letters. At the time of the execution of this Underwriting Agreement, the Representative(s) shall have received from each of Deloitte & Touche LLP and KPMG LLP a letter dated such date, in form and substance satisfactory to the Representative(s), together with signed or reproduced copies of such letter for each of the other Underwriters, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus.

(f) Bring-down Comfort Letter. At Closing Time, the Representative(s) shall have received from Deloitte & Touche LLP a letter, dated as of Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (e) of the Section 5, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(g) Maintenance of Ratings. At Closing Time, the Securities shall be rated at least Baa2 by Moody's Investors Service Inc. and BBB- by Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., and the Company shall have delivered to the Representative(s) a letter, dated the Closing Time, from each such rating organization, or other evidence satisfactory to the Representative(s), confirming that the Securities have such ratings; and since the date of this Underwriting Agreement, there shall not have occurred a downgrading in the rating assigned to the Securities or any of the Company's other securities by any "nationally recognized statistical rating organization," as defined by the Commission for purposes of Rule 436(g)(2) of the 1933 Act Regulations, and no such rating organization shall have publicly announced that it has under surveillance or review its rating of the Securities or any of the Company's other securities.

(h) Additional Documents. At Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company and each Guarantor in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Representative(s) and counsel for the Underwriters.

(i) Termination of this Underwriting Agreement. If any condition specified in this Section 5 shall not have been fulfilled when and as required to be fulfilled, this Underwriting Agreement may be terminated by the Representative(s) by notice to the Company at any time at or prior to the Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) Indemnification of Underwriters. The Company and each Guarantor, jointly and severally, agree to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information deemed to be a part thereof, if applicable, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company and each Guarantor; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by Merrill Lynch), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through Merrill Lynch expressly for use in the Registration Statement (or any amendment thereto), including the Rule 430A Information and

the Rule 434 Information deemed to be a part thereof, if applicable, or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto).

(b) Indemnification of Company, Guarantors, Directors and Officers. Each Underwriter severally agrees to indemnify and hold harmless the Company and each Guarantor, their directors, each of their officers who signed the Registration Statement, and each person, if any, who controls the Company or any Guarantor within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section 6, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information deemed to be a part thereof, if applicable, or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by such Underwriter through Merrill Lynch expressly for use in the Registration Statement (or any amendment thereto) or such preliminary prospectus or the Prospectus (or any amendment or supplement thereto).

(c) Actions against Parties; Notification. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability that it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) above, counsel to the indemnified parties shall be selected by Merrill Lynch, and, in the case of parties indemnified pursuant to Section 6(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Settlement without Consent if Failure to Reimburse. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of

the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Underwriting Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Guarantors, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Underwriting Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities (before deducting expenses) received by the Company and the total underwriting discount received by the Underwriters, in each case as set forth on the cover of the Prospectus, or, if Rule 434 is used, the corresponding location on the Term Sheet, bear to the aggregate initial public offering price of the Securities as set forth on such cover.

The relative fault of the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency

or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such Underwriter, and each director of the Company or any Guarantor, each officer of the Company or any Guarantor who signed the Registration Statement, and each person, if any, who controls the Company or any Guarantor within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company and the Guarantors. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the aggregate principal amount of Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 8. Representations, Warranties and Agreements to Survive Delivery. All representations, warranties and agreements contained in this Underwriting Agreement or in certificates of officers of the Company or any Guarantor submitted pursuant hereto or thereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or controlling person, or by or on behalf of the Company or any Guarantor, and shall survive delivery of, and payment for, the Securities.

SECTION 9. Termination.

(a) Termination; General. The Representative(s) may terminate this Underwriting Agreement by notice to the Company, at any time at or prior to Closing Time, if (i) there has been, since the time of execution of this Underwriting Agreement or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) there has occurred any material adverse change in the financial markets in the United States, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Representative(s), impracticable to market the Securities or to enforce contracts for the sale of the Securities, or (iii) trading in any securities of the Company has been suspended or limited by the Commission or the Nasdaq National Market, or if trading generally on the New York Stock Exchange or the American Stock Exchange or in the Nasdaq National Market has

been suspended or limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by either of said exchanges or by such system or by order of the Commission, the National Association of Securities Dealers, Inc. or any other governmental authority, or (iv) a banking moratorium has been declared by either Federal or New York authorities.

(b) Liabilities. If this Underwriting Agreement is terminated pursuant to this Section 9, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 10. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at the Closing Time to purchase the Securities that it or they are obligated to purchase under this Underwriting Agreement (the "Defaulted Securities"), then the Representative(s) shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representative(s) shall not have completed such arrangements within such 24-hour period, then:

(a) if the aggregate principal amount of Defaulted Securities does not exceed 10% of the aggregate principal amount of Securities to be purchased hereunder, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(b) if the aggregate principal amount of Defaulted Securities exceeds 10% of the aggregate principal amount of Securities to be purchased hereunder, this Underwriting Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section 10 shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default that does not result in a termination of this Underwriting Agreement, either the Representative(s) or the Company shall have the right to postpone the Closing Time for a period not exceeding seven days in order to effect any required changes in the Registration Statement or the Prospectus or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 10.

SECTION 11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to the Representative(s) at World Financial Center, North Tower, New York, New York 10281-1201, attention of Investment Banking Counsel; and notices to the Company shall be directed to it at 305 Hartmann Drive, Lebanon, Tennessee 37087, attention of James F. Blackstock, Vice

President, Secretary and General Counsel.

SECTION 12. Parties. This Underwriting Agreement shall each inure to the benefit of and be binding upon the Company, the Guarantors, the Underwriters and their respective successors. Nothing expressed or mentioned in this Underwriting Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company, the Guarantors and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Underwriting Agreement or any provision herein contained. This Underwriting Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 13. GOVERNING LAW AND TIME. THIS UNDERWRITING AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 14. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

[signature pages follow]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this Underwriting Agreement, along with all counterparts, will become a binding agreement among the Underwriters, the Company and the Guarantors in accordance with its terms.

Very truly yours,

CBRL GROUP, INC.

By:

Name:
Title:

CRACKER BARREL OLD COUNTRY STORE, INC.

By:

Name:
Title:

LOGAN'S ROADHOUSE, INC.

By:

Name:
Title:

ROCKING CHAIR, INC.

By:

Name:
Title:

CPM MERGER CORPORATION

By:

Name:
Title:

CBOCS WEST, INC.

By:

Name:
Title:

CBOCS DISTRIBUTION, INC.

By:

Name:
Title:

CBOCS MICHIGAN, INC.

By:

Name:
Title:

CBOCS SIERRA, INC.

By:

Name:
Title:

[NAME(S) OF OTHER GUARANTORS]

CONFIRMED AND ACCEPTED,
as of the date first above written:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
[NAME(S) OF OTHER CO-MANAGERS]

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By:

Authorized Signatory

For themselves and as Representative(s) of the other Underwriters named in Schedule A hereto.

SCHEDULE A

Name of Underwriter	Principal Amount of Debt Securities
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$
[Name(s) of Other Underwriters]	$
Total	$

SCHEDULE B

CBRL GROUP, INC.

Debt Securities

1. The initial public offering price of the Debt Securities shall be __.__% of the principal amount thereof, plus accrued interest, if any, from the date of issuance.

2. The purchase price to be paid by the Underwriters for the Debt Securities shall be __.__% of the principal amount thereof.

3. The interest rate on the Debt Securities shall be __.__% per annum.

SCHEDULE C

List of Guarantors

CRACKER BARREL OLD COUNTRY STORE, INC.
LOGAN'S ROADHOUSE, INC.
ROCKING CHAIR, INC.
CPM MERGER CORPORATION
CBOCS WEST, INC.
CBOCS DISTRIBUTION, INC.
CBOCS MICHIGAN, INC.
CBOCS SIERRA, INC.
[NAME(S) OF OTHER GUARANTORS]

EXHIBIT A

FORM OF OPINIONS OF DINSMORE & SHOHL LLP
TO BE DELIVERED PURSUANT TO
SECTION 5(b)

(1) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Tennessee.

(2) The Company has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under the Underwriting Agreement.

(3) The Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(4) Each Guarantor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under the Underwriting Agreement and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Registration Statement and the Prospectus, all of the issued and outstanding capital stock of each Guarantor has been duly authorized and validly issued, is fully paid and non-assessable and, to the best of our knowledge, is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; none of the outstanding shares of capital stock of any Guarantor was issued in violation of preemptive or other similar rights of any securityholder of such Guarantor.

(5) The Underwriting Agreement has been duly authorized, executed and delivered by the Company and each Guarantor.

(6) The Debt Securities have been duly authorized by the Company for issuance and sale and, when issued, executed and authenticated in the manner provided for in the Indenture and delivered against payment of the consideration therefor specified in the Underwriting Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; the Guarantees have been duly authorized by the Guarantors for issuance and, when issued and executed in the manner provided for in the Indenture and delivered against payment of the purchase price for the

Debt Securities specified in the Underwriting Agreement, will constitute valid and binding obligations of each of the Guarantors, enforceable against the Guarantors in accordance with their terms; except as the enforcement of the Securities may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles. The Securities are in the form contemplated by, and each registered holder thereof is entitled to the benefits of, the Indenture.

(7) The Indenture has been duly authorized, executed and delivered by the Company and each Guarantor and (assuming the due authorization, execution and delivery thereof by the Trustee) constitutes a valid and binding agreement of the Company and each Guarantor, enforceable against the Company and each Guarantor in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(8) The Indenture has been duly qualified under the 1939 Act.

(9) The Securities and the Indenture conform as to legal matters in all material respects to the descriptions thereof contained in the Prospectus and are in substantially the form filed or incorporated by reference, as the case may be, as exhibits to the Registration Statement.

(10) The information in the Prospectus under "Description of the Notes," "Description of Debt Securities," "Global Securities" and "_____" and in the Registration Statement under Item 15, to the extent that it constitutes matters of law, summaries of legal matters, the Company's charter and bylaws or legal proceedings, or legal conclusions, has been reviewed by us and is correct in all material respects.

(11) The execution, delivery and performance of the Underwriting Agreement, the Indenture, the Securities and the consummation of the transactions contemplated in the Underwriting Agreement and in the Registration Statement (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption "Use of Proceeds") and compliance by the Company and each Guarantor with their respective obligations under the Underwriting Agreement, the Indenture and the Securities do not and will not, whether with or without the giving of notice or lapse of time or both, conflict with or constitute a breach of, or default or Repayment Event under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument described or referred to in the Registration Statement or filed or incorporated by reference as an exhibit thereto, to which the Company or any subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is

subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not have a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary, or any applicable law, statute, rule, regulation, judgment, order, writ or decree, known to us, of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their respective properties, assets or operations.

(12) All descriptions in the Registration Statement of contracts and other documents to which the Company or its subsidiaries are a party are accurate in all material respects; to the best of our knowledge, there are no franchises, contracts, indentures, mortgages, loan agreements, notes, leases or other instruments required to be described or referred to in the Registration Statement or to be filed as exhibits thereto other than those described or referred to therein or filed or incorporated by reference as exhibits thereto, and the descriptions thereof or references thereto are correct in all material respects.

(13) The Registration Statement, including any Rule 462(b) Registration Statement, has been declared effective under the 1933 Act; any required filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); and, to the best of our knowledge, no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

(14) The Registration Statement, including any Rule 462(b) Registration Statement, the Rule 430A Information and the Rule 434 Information, as applicable, the Prospectus, excluding the documents incorporated by reference therein, and each amendment or supplement to the Registration Statement and the Prospectus, excluding the documents incorporated by reference therein, as of their respective effective or issue dates (other than the financial statements and supporting schedules included therein or omitted therefrom, and the Trustee's Statement of Eligibility on Form T-1 (the "Form T-1"), as to which we need express no opinion), complied as to form in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations.

(15) The documents incorporated by reference in the Prospectus (other than the financial statements and supporting schedules included therein or omitted therefrom, as to which we need express no opinion), when they were filed with the Commission complied as to form in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder.

(16) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign (other than under the 1933 Act and the 1933 Act Regulations and the 1939 Act,

and the 1939 Act Regulations, which have been obtained, or as may be required under the securities or blue sky laws of the various states) is necessary or required in connection with the due authorization, execution and delivery of the Underwriting Agreement or the due execution, delivery or performance of the Indenture or for the offering, issuance, sale or delivery of the Securities.

(17) Neither the Company nor any Guarantor is an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the 1940 Act.

Although we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus, we have participated in conferences with officers and other representatives of the Company, in-house counsel for the Company, representatives of the Representative(s) and representatives of the independent public accountants for the Company, at which conferences the contents of the Registration Statement and the Prospectus were discussed, and on the basis of the foregoing, nothing has come to our attention that would lead us to believe that the Registration Statement or any post-effective amendment thereto (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom and the Form T-1, as to which we need make no statement), at the time such Registration Statement or post-effective amendment became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus or any amendment or supplement thereto (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom and the Form T-1, as to which we need make no statement), at the time the Prospectus was issued, at the time any such amended or supplemented prospectus was issued or at the Closing Time, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may rely as to matters of fact (but not as to legal conclusions), to the extent they deem proper, on certificates of responsible officers of the Company, the Guarantors and public officials. Such opinion shall not state that it is to be governed or qualified by, or that it is otherwise subject to, any treatise, written policy or other document relating to legal opinions, including, without limitation, the Legal Opinion Accord of the ABA Section of Business Law (1991).

EXHIBIT B

FORM OF OPINIONS OF GENERAL COUNSEL OF THE COMPANY
TO BE DELIVERED PURSUANT TO
SECTION 5(b)

(1) The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued by the Company and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of preemptive or other similar rights of any securityholder of the Company.

(2) To the best of my knowledge, neither the Company nor any subsidiary is in violation of its charter or by-laws, and no default by the Company or any subsidiary exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument that is described or referred to in the Registration Statement or the Prospectus or filed or incorporated by reference as an exhibit to the Registration Statement.

(3) To the best of my knowledge, there is not pending or threatened any action, suit, proceeding, inquiry or investigation, to which the Company or any subsidiary is a party, or to which the property of the Company or any subsidiary is subject, before or brought by any court or governmental agency or body, domestic or foreign, which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in the Underwriting Agreement or the Indenture or the performance by the Company and each Guarantor of its obligations thereunder.

(4) The execution, delivery and performance of the Underwriting Agreement, the Indenture, the Securities and the consummation of the transactions contemplated in the Underwriting Agreement and in the Registration Statement (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption "Use of Proceeds") and compliance by the Company and each Guarantor with their respective obligations under the Underwriting Agreement, the Indenture and the Securities do not and will not, whether with or without the giving of notice or lapse of time or both, conflict with or constitute a breach of, or default or Repayment Event under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument, known to us, to which the Company or any subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not have a

Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary, or any applicable law, statute, rule, regulation, judgment, order, writ or decree, known to us, of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their respective properties, assets or operations.

EXHIBIT 4

==========

CBRL GROUP, INC.

AND

THE GUARANTORS NAMED HEREIN

TO

BANKERS TRUST COMPANY, as Trustee

INDENTURE

Dated as of _____, 1999

==========

CROSS REFERENCE SHEET*

Certain Sections of this Indenture relating to Sections 310 through 318(a), inclusive, of the Trust Indenture Act of 1939, as amended:

Section of Trust Indenture Act of 1939	Section of Indenture
310(a)(1) and (2)	6.10
310(a)(3) and (4)	Inapplicable
310(a)(5)	6.10
310(b)	6.10
310(c)	Inapplicable
311(a)	6.11
311(b)	6.11
311(c)	Inapplicable
312(a)	4.1
312(b)	4.2(b)
312(c)	4.2(c)
313(a)	6.6
313(b)	6.6
313(c)	6.6
313(d)	6.6
314(a)	4.3
314(b)	Inapplicable
314(c)(1) and (2)	2.4 and 11.5
314(c)(3)	Inapplicable
314(d)	Inapplicable
314(e)	11.5
314(f)	11.5
315(a)	6.1(b)
315(b)	6.5
315(c)	6.1(a)
315(d)(1)	6.1(b)(1) and (2)
315(d)(2)	6.1(c)(2)
315(d)(3)	6.1(c)(3)
315(e)	5.11
316(a)(1)(A)	5.9
316(a)(1)(B)	5.10
316(a)(2)	Inapplicable
316(b)	5.7
316(c)	2.7
317(a)(1) and (2)	5.2
317(b)	3.2 and 3.3
318(a)	11.7

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* This cross reference sheet shall not, for any purpose, be deemed to be a part of this Indenture.

Attention should also be directed to Section 318(c) of the Trust Indenture Act of 1939, as amended, which provides that the provisions of Sections 310 through 317 of such Act are a part of and govern every qualified indenture, whether or not physically contained therein.

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THIS INDENTURE, dated as of _____, 1999, is made and entered into by and between CBRL GROUP, INC., a Tennessee corporation (the "Issuer"), the guarantors named herein (herein collectively called the "Guarantors") and BANKERS TRUST COMPANY, as Trustee (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Issuer and each Guarantor has duly authorized the issue from time to time of the Issuer's unsecured debentures, notes or other evidences of indebtedness to be issued in one or more series (the "Securities") up to such principal amount or amounts as may from time to time be authorized in accordance with the terms of this Indenture;

WHEREAS, each Guarantor has duly authorized its Guarantee (as defined herein) of the Securities under the terms set forth herein;

WHEREAS, the Issuer and each Guarantor has duly authorized the execution and delivery of this Indenture to provide, among other things, for the authentication, delivery and administration of the Securities; and

WHEREAS, all things necessary to make this Indenture a valid agreement of the Company and the Guarantors, and to make the Guarantees the valid agreements of each of the Guarantors, in accordance with their respective terms, have been done;

NOW, THEREFORE:

In consideration of the premises and the purchases of the Securities by the holders thereof, the Issuer, each Guarantor and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective holders from time to time of the Securities and of the Coupons, if any, appertaining thereto as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Terms Defined.

The following terms (except as otherwise expressly provided or unless the context otherwise clearly requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section. All other terms used in this Indenture that are defined in the Trust Indenture Act of 1939 or the definitions of which in the Securities Act of 1933, as amended, are referred to in the Trust Indenture Act of 1939, including terms defined therein by reference to the Securities Act of 1933, as amended (except as herein otherwise expressly provided or unless the context otherwise clearly requires), shall have the meanings assigned to such terms in said force at the date of this Indenture. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and

not to any particular Article, Section or other subdivision. The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Attributable Debt" shall have the meaning set forth in Section 3.5.

"Authorized Newspaper" means a newspaper (which will be, if practicable, The Wall Street Journal (eastern edition)) published at least once a day for at least five days in each calendar week and of general circulation in The City of New York. If it shall be impractical in the opinion of the Trustee to make any publication of any notice required hereby in an Authorized Newspaper, any publication or other notice in lieu thereof which is made or given with the approval of the Trustee shall constitute a sufficient publication of such notice.

"Board of Directors" means either the Board of Directors of the Issuer or a Guarantor, as the case may be, or any committee of such Board duly authorized to act on its behalf.

"Board Resolution" means a copy of one or more resolutions, certified by the secretary or an assistant secretary of the Issuer or a Guarantor, as the case may be, to have been duly adopted, or consented to, by the Board of Directors and to be in full force and effect and delivered to the Trustee.

"Business Day" means, with respect to any Security, a day that in the city (or in any of the cities, if more than one) in which amounts are payable, as specified in the form of such Security, is not a day on which banking institutions are authorized or required by law or regulation to close.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, as amended, or if at any time after the execution and delivery of this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act of 1939, then the body performing such duties on such date.

"Composite Rate" means, at any time, the rate of interest, per annum, compounded semiannually, equal to the sum of the rates of interest borne by the Securities of each series (as specified on the face of the Securities of each series; provided that, in the case of the Securities with variable rates of interest, the interest rate to be used in calculating the Composite Rate shall be the interest rate applicable to such Securities at the beginning of the year in which the Composite Rate is being determined and; provided, further, that, in the case of

Securities which do not bear interest, the interest rate to be used in calculating the Composite Rate shall be a rate equal to the yield to maturity on such Securities, calculated at the time of issuance of such Securities) multiplied, in the case of each series of Securities, by the percentage of the aggregate principal amount of the Securities of all series Outstanding represented by the Outstanding Securities of such series.

"Consolidated Funded Indebtedness" means the Funded Indebtedness of the Issuer and its Consolidated Subsidiaries consolidated in accordance with GAAP and as provided in the definition of Funded Indebtedness.

"Consolidated Net Tangible Assets" means the Net Tangible Assets of the Issuer and its Consolidated Subsidiaries consolidated in accordance with GAAP and as provided in the definition of Net Tangible Assets. In determining Consolidated Net Tangible Assets, minority interests in unconsolidated subsidiaries shall be included.

"Consolidated Subsidiaries" means subsidiaries the accounts of which are consolidated with those of the Issuer in the preparation in accordance with GAAP of its consolidated financial statements.

"Corporate Trust Office" means the office of the Trustee at which the corporate trust business of the Trustee shall, at any particular time, be principally administered, which office is, at the date as of which this Indenture is dated, located in The City of New York.

"Coupon" means any interest coupon appertaining to a Security.

"Depositary" means, with respect to the Securities of any series issuable or issued in the form of one or more Registered Global Securities, the Person designated as Depositary by the Issuer pursuant to Section 2.3 until a successor Depositary shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depositary" shall mean or include each Person who is then a Depositary hereunder, and if at any time there is more than one such Person, "Depositary" as used with respect to the Securities of any such series shall mean the Depositary with respect to the Registered Global Securities of that series.

"Event of Default" means any event or condition specified as such in Section 5.1.

"Funded Indebtedness", as used in reference to any corporation, means all Indebtedness of such corporation which would, in accordance with GAAP, be classified as funded indebtedness, but in any event including all Indebtedness, whether secured or unsecured, of such corporation having a final maturity (or renewable or extendable at the option of such corporation for a period ending) more than one year after the date as of which Funded Indebtedness is to be determined.

"GAAP" means generally accepted accounting principles in effect in the United States that are applicable as of the date hereof and that are consistently applied for all applicable periods.

"Guarantee" means the guarantee of a Guarantor as set forth in Article XIII or as evidenced by a supplemental indenture.

"Guarantor" means (a) each Subsidiary identified on Exhibit A and (b) each of the Issuer's Subsidiaries that in the future executes a supplemental indenture pursuant to which such Subsidiary agrees to be bound by the terms of this Indenture pursuant to Article XIII or otherwise.

"Holder", "Holder of Securities", "Securityholder" or other similar terms mean (a) in the case of any Registered Security, the person in whose name such Security is registered in the security register kept by the Issuer for that purpose in accordance with the terms hereof, and (b) in the case of any Unregistered Security, the bearer of such Security, or any Coupon appertaining thereto, as the case may be.

"Indebtedness" means any and all obligations of a corporation for money borrowed which in accordance with GAAP would be reflected on the balance sheet of such corporation as a liability on the date as of which Indebtedness is to be determined. For the purpose of computing the amount of any Funded or other Indebtedness of any corporation, there shall be excluded all Indebtedness of such corporation for the payment or redemption or satisfaction of which money or securities (or evidences of such Indebtedness, if permitted under the terms of the instrument creating such Indebtedness) in the necessary amount shall have been deposited in trust with the proper depositary, whether upon or prior to the maturity or the date fixed for redemption of such Indebtedness; and, in any instance where Indebtedness is so excluded, for the purpose of computing the assets of such corporation there shall be excluded the money, securities or evidences of Indebtedness deposited by such corporation in trust for the purpose of paying or satisfying such Indebtedness.

"Indenture" means this instrument as originally executed and delivered or, if amended or supplemented as provided herein, as so amended or supplemented or both, and shall include the forms and terms of particular series of Securities established as contemplated hereunder.

"Indenture Obligations" means the obligations of the Issuer and any other obligor under this Indenture or under the Securities, to pay principal of, premium, if any, and interest on the Securities when due and payable, whether at maturity, by acceleration, call for redemption or repurchase or otherwise, and all other amounts due or to become due under or in connection with this Indenture, the Securities or the Guarantees and the performance of all other obligations to the Trustee (including, but not limited to, payment of all amounts due the Trustee under Section 6.7 hereof) and the Holders of the Securities under this Indenture, the Securities and the Guarantees, according to the terms thereof.

"Interest" means, when used with respect to non-interest bearing Securities, interest payable after maturity.

"Issuer" means (except as otherwise provided in Article VI) CBRL Group, Inc. and, subject to Article IX, its successors and assigns.

"Issuer Order" means a written statement, request or order of the Issuer signed in its name by the chairman of the Board of Directors, the president or any vice president of the Issuer.

"Lien" has the meaning set forth in Section 3.5.

"Net Tangible Assets", as used in reference to the assets of any corporation, means the total amount of assets of such corporation, both real and personal (exclusive of licenses, patents, patent applications, copyrights, trademarks, trade names, good will, experimental or organizational expense and other like intangibles, treasury stock and unamortized discount and expense) less the sum of:

(1) all reserves for depletion, depreciation, obsolescence and/or amortization of its properties (other than those excluded as provided above) as shown by the books of such corporation (other than general contingency reserves, reserves representing mere appropriations of surplus and reserves to the extent related to intangible assets which have been excluded in calculating Net Tangible Assets as provided above); and

(2) all Indebtedness and other current liabilities of such corporation other than (a) Funded Indebtedness, (b) deferred income taxes, (c) reserves which have been deducted pursuant to the preceding clause (1), (d) general contingency reserves and reserves representing mere appropriations of surplus and (e) liabilities to the extent related to intangible assets which have been excluded in calculating Net Tangible Assets as provided above.

"Officers' Certificate" means a certificate signed by the chairman of the Board of Directors or the president or any vice president and by the treasurer or the secretary or any assistant secretary of the Issuer or a Guarantor, as the case may be, and delivered to the Trustee. Each such certificate shall include the statements provided for in Section 11.5.

"Opinion of Counsel" means an opinion in writing signed by the general corporate counsel of the Issuer or a Guarantor or such other legal counsel who may be an employee of or counsel to the Issuer or a Guarantor. Each such opinion shall include the statements provided for in Section 11.5.

"original issue date" of any Security (or portion thereof) means the earlier of (a) the date of such Security or (b) the date of any Security (or portion thereof) for which such security was issued (directly or indirectly) on registration of transfer, exchange or substitution.

"Original Issue Discount Security" means any Security that provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof pursuant to Section 5.1.

"Outstanding", when used with reference to Securities, shall, subject to the provisions of Section 7.4, mean, as of any particular time, all Securities authenticated and delivered by the Trustee under this Indenture, except:

(a) Securities theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Securities, or portions thereof, for the payment or redemption of which moneys or U.S. Government Obligations (as provided for in Section 10.1) in the necessary amount shall have been deposited in trust with the Trustee or with any paying agent (other than the Issuer or any Guarantor) or shall have been set aside, segregated and held in trust by the Issuer or any Guarantor for the Holders of such Securities (if the Issuer or such Guarantor shall act as its own paying agent); provided that if such Securities, or portions thereof, are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided herein, or provision satisfactory to the Trustee shall have been made for giving such notice; and

(c) Securities in substitution for which other Securities shall have been authenticated and delivered, or which shall have been paid, pursuant to the terms of Section 2.9 (except with respect to any such Security as to which proof satisfactory to the Trustee is presented that such Security is held by a person in whose hands such Security is a legal, valid and binding obligation of the Issuer and each Guarantor).

In determining whether the Holders of the requisite principal amount of Outstanding Securities of any or all series have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of an Original Issue Discount Security that shall be deemed to be Outstanding for such purposes shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the maturity thereof pursuant to Section 5.1.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"principal", whenever used with reference to the Securities or any Security or any portion thereof, shall be deemed to include "and premium, if any".

"Principal Property" has the meaning set forth in Section 3.5.

"Registered Global Security" means a Security evidencing all or a part of a series of Registered Securities, issued to the Depositary for such series in accordance with Section 2.4, and bearing the legend prescribed in Section 2.4.

"Registered Security" means any Security registered on the Security register of the Issuer.

"Responsible Officer", when used with respect to the Trustee, means the chairman of the board of directors, any vice chairman of the board of directors, the chairman of the trust committee, the chairman of the executive committee, any vice chairman of the executive committee, the president, any vice president, the cashier, the secretary, the treasurer, any trust officer, any assistant trust officer, any assistant vice president, any assistant cashier, any assistant secretary, any assistant treasurer, or any other officer or assistant officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject.

"Security" or "Securities" has the meaning stated in the first recital of this Indenture, or, as the case may be, Securities that have been authenticated and delivered under this Indenture.

"Subsidiary" means any corporation or other business entity a majority of the outstanding voting stock or membership or other interest, as the case may be, of which is owned, directly or indirectly, by the Issuer, or by one or more subsidiaries of the Issuer, or by the Issuer and one or more subsidiaries of the Issuer.

"Trust Indenture Act of 1939" (except as otherwise provided in Sections 8.1 and 8.2) means the Trust Indenture Act of 1939 as in force at the date as of which this Indenture was originally executed; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, the "Trust Indenture Act of 1939" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

"Trustee" means the Person identified as "Trustee" in the first paragraph hereof and, subject to the provisions of Article VI, shall also include any successor trustee. "Trustee" shall also mean or include each Person who is then a trustee hereunder and if at any time there is more than one such Person, "Trustee" as used with respect to the Securities of any series shall mean the trustee with respect to the Securities of such series.

"Unregistered Security" means any Security other than a Registered Security.

"U.S. Government Obligations" shall have the meaning set forth in Section 10.1(A).

"vice president", when used with respect to the Issuer, a Guarantor or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title of "vice president".

"Yield to Maturity" means the yield to maturity on a series of securities, calculated at the time of issuance of such series, or, if applicable, at the most recent redetermination of interest on such series, and calculated in accordance with accepted financial practice.

ARTICLE II

SECURITIES

Section 2.1 Forms Generally.

The Securities of each series and the Coupons, if any, to be attached thereto shall be substantially in such form (not inconsistent with this Indenture) as shall be established by or pursuant to one or more Board Resolutions (as set forth in a Board Resolution or, to the extent established pursuant to rather than set forth in a Board Resolution, an Officers' Certificate detailing such establishment) or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto, or with any rules of any securities exchange or to conform to general usage, all as may be determined by the officers executing such Securities and Coupons, if any, as evidenced by their execution of such Securities and Coupons.

The definitive Securities and Coupons, if any, shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Securities and Coupons as evidenced by their execution of such Securities and Coupons.

Section 2.2 Form of Trustee's Certificate of Authentication.

The Trustee's certificate of authentication on all Securities shall be in substantially the following form:

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

----------,
as Trustee

By ,

Authorized Officer

Section 2.3 Amount Unlimited; Issuable in Series.

The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series and the Securities of each series shall rank equally and pari passu with all other unsecured and unsubordinated debt of the Issuer. There shall be established in or pursuant to one or more Board Resolutions or, to the extent established pursuant to (rather than set forth in) a Board Resolution, in an Officers' Certificate detailing such establishment and/or established in one or more indentures supplemental hereto:

(1) the designation of the Securities of the series (which may be part of a series of Securities previously issued);

(2) any limit upon the aggregate principal amount of the Securities of the series that may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 2.8, 2.9, 2.11, 8.5 or 12.3);

(3) the date or dates on which the principal of the Securities of the series is payable;

(4) the rate or rates at which the Securities of the series shall bear interest, if any, the date or dates from which such interest shall accrue, on which such interest shall be payable and (in the case of Registered Securities) on which a record shall be taken for the determination of Holders to whom interest is payable and/or the method by which such rate or rates or date or dates shall be determined;

(5) the place or places where the principal of and any interest on Securities of the series shall be payable (if other than as provided in Section 3.2);

(6) the right, if any, of the Issuer to redeem Securities, in whole or in part, at its option and the period or periods within which, the price or prices at which, and any terms and conditions upon which, Securities of the series may be redeemed, pursuant to any sinking fund or otherwise;

(7) the obligation, if any, of the Issuer to redeem, purchase or repay Securities of the series pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of

a Holder thereof and the price or prices at which and the period or periods within which and any terms and conditions upon which Securities of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligation or the right of the Issuer to remarket Securities of the series that have been redeemed, purchased or repaid;

(8) if other than denominations of $1,000 and any integral multiple thereof in the case of Registered Securities, or $1,000 and $5,000 in the case of Unregistered Securities, the denominations in which Securities of the series shall be issuable;

(9) if other than the principal amount thereof, the portion of the principal amount of Securities of the series which shall be payable upon declaration of acceleration of the maturity thereof;

(10) if the amount of payments of principal of and interest on the Securities of the series may be determined with reference to an index, formula or method, the manner in which such amounts shall be determined;

(11) whether the Securities of the series will be issuable as Registered Securities (and if so, whether such Securities will be issuable as Registered Global Securities) or Unregistered Securities (with or without Coupons), or any combination of the foregoing, any restrictions applicable to the offer, sale or delivery of Unregistered Securities or the payment of interest thereon and, if other than as provided in Section 2.8, the terms upon which Unregistered Securities of any series may be exchanged for Registered Securities of such series and vice versa;

(12) whether, under what circumstances and in what amounts the Issuer will pay additional amounts on the Securities of the series held by a Person who is not a U.S. Person in respect of any tax, assessment or governmental charge withheld or deducted and, if so, whether the Issuer will have the option to redeem such Securities rather than pay such additional amounts;

(13) if the Securities of such series are to be issuable in definitive form (whether upon original issue or upon exchange of a temporary Security of such series) only upon receipt of certain certificates or other documents or satisfaction of other conditions, then the form and terms of such certificates, documents or conditions;

(14) whether warrants shall be attached to such Securities and the terms of any such warrants;

(15) whether such Securities are exchangeable or convertible into new Securities of a different series and/or shares of stock of the Issuer and/or other securities and the terms of such exchange or conversion and the terms, rights and preferences of such Securities or stock;

(16) any trustees, depositaries, authenticating or paying agents, transfer agents or registrars or any other agents with respect to the Securities of such series;

(17) any Guarantee with the respect to the Securities of such series;

(18) any other events of default or covenants with respect to the Securities of such series; and

(19) any other terms of the series (which terms shall not be inconsistent with the provisions of this Indenture).

All Securities of any one series and Coupons, if any, appertaining thereto, shall be substantially identical, except in the case of Registered Securities as to denomination and except as may otherwise be provided by or pursuant to the Board Resolution or Officers' Certificate referred to above or as set forth in any such indenture supplemental hereto. All Securities of any one series need not be issued at the same time and may be issued from time to time, consistent with the terms of this Indenture, if so provided by or pursuant to such Board Resolution, such Officers' Certificate or in any such indenture supplemental hereto and, unless otherwise provided, a series may be reopened for issuances of additional Securities of such series.

If any of the foregoing terms are not available at the time such Board Resolutions are adopted, or such Officers' Certificate or any supplemental indenture is executed, such Board Resolutions, Officers' Certificate or supplemental indenture may reference the document or documents to be created in which such terms will be set forth prior to the issuance of such Securities.

Section 2.4 Authentication and Delivery of Securities.

The Issuer may deliver Securities of any series having attached thereto appropriate Coupons, if any, executed by the Issuer to the Trustee for authentication together with the applicable documents referred to below in this Section, and the Trustee shall thereupon authenticate and deliver such Securities to or upon the order of the Issuer (contained in the Issuer Order referred to below in this Section) or pursuant to such procedures acceptable to the Trustee and to such recipients as may be specified from time to time by an Issuer Order. The maturity date, original issue date,

interest rate and any other terms of the Securities of such series and Coupons, if any, appertaining thereto shall be determined by or pursuant to such Issuer Order and procedures. If provided for in such procedures, such Issuer Order may authorize authentication and delivery pursuant to oral instructions from the Issuer or its duly authorized agent, which instructions shall be promptly confirmed in writing. In authenticating such Securities and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive and (subject to Section 6.1) shall be fully protected in relying upon:

(1) an Issuer Order requesting such authentication and setting forth delivery instructions if the Securities and Coupons, if any, are not to be delivered to the Issuer;

(2) any Board Resolution, Officers' Certificate and/or executed supplemental indenture referred to in Sections 2.1 and 2.3 by or pursuant to which the forms and terms of the Securities and Coupons, if any, were established;

(3) an Officers' Certificate setting forth the form or forms and terms of the Securities and Coupons, if any, stating that the form or forms and terms of the Securities and Coupons, if any, have been established pursuant to Sections 2.1 and 2.3 and comply with this Indenture, and covering such other matters as the Trustee may reasonably request; and

(4) an Opinion of Counsel to the effect that:

(a) the form or forms and terms of such Securities and Coupons, if any, have been duly authorized and established in conformity with the provisions of this Indenture;

(b) the authentication and delivery of such Securities and Coupons, if any, by the Trustee are authorized under the provisions of this Indenture;

(c) such Securities and Coupons, if any, when authenticated and delivered by the Trustee and issued by the Issuer in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and binding obligations of the Issuer; and

(d) all laws and requirements in respect of the execution and delivery by the Issuer of the Securities and Coupons, if any, have been complied with,

and covering such other matters as the Trustee may reasonably request.

Notwithstanding the provisions of Section 2.3 and of the preceding paragraph, if all Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Board Resolution and/or Officers' Certificate otherwise required pursuant to Section 2.3 or the Issuer Order and Opinion of Counsel otherwise required pursuant to such preceding paragraph at or prior to the time of authentication of each Security of such series if such documents are delivered at or prior to the time of authentication upon original issuance of the first Security of such series to be issued. After the original issuance of the first Security of such series to be issued, any separate request by the Issuer that the Trustee authenticate Securities of such series for original issuance will be deemed to be a certification by the Issuer that it is in compliance with all conditions precedent provided for in this Indenture relating to the authentication and delivery of such Securities.

The Trustee shall have the right to decline to authenticate and deliver any Securities under this Section if the Trustee, being advised by counsel, determines that such action may not lawfully be taken by the Issuer or if the Trustee in good faith by its board of directors or board of trustees, executive committee, or a trust committee of directors or trustees or Responsible Officers shall determine that such action would expose the Trustee to personal liability to existing Holders or would affect the Trustee's own rights, duties or immunities under the Securities, this Indenture or otherwise.

If the Issuer shall establish pursuant to Section 2.3 that the Securities of a series are to be issued in the form of one or more Registered Global Securities, then the Issuer shall execute and the Trustee shall, in accordance with this Section and the Issuer Order with respect to such series, authenticate and deliver one or more Registered Global Securities that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of all of the Securities of such series issued and not yet canceled, (ii) shall be registered in the name of the Depositary for such Registered Global Security or Securities or the nominee of such Depositary, (iii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions and (iv) shall bear a legend substantially to the following effect: "Unless and until it is exchanged in whole or in part for Securities in definitive registered form, this security may not be transferred except as a whole by the Depositary to the nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary".

Each Depositary designated pursuant to Section 2.3 must, at the time of its designation and at all times while it serves as Depositary, be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and any other applicable statute or regulation.

Section 2.5 Execution of Securities.

The Securities and, if applicable, each Coupon appertaining thereto and each Guarantee shall be signed on behalf of the Issuer and each Guarantor, as the case may be, by the

chairman of its Board of Directors or any vice chairman of its Board of Directors or its president or any vice president or its treasurer, under its corporate seal (except in the case of Coupons) which may, but need not, be attested. Such signatures may be the manual or facsimile signatures of the present or any future such officers. The seal of the Issuer may be in the form of a facsimile thereof and may be impressed, affixed, imprinted or otherwise reproduced on the Securities. Typographical and other minor errors or defects in any such reproduction of the seal or any such signature shall not affect the validity or enforceability of any Security that has been duly authenticated and delivered by the Trustee.

In case any officer of the Issuer who shall have signed any of the Securities or Coupons, if any, shall cease to be such officer before the Security or Coupon so signed (or the Security to which the Coupon so signed appertains) shall be authenticated and delivered by the Trustee or disposed of by the Issuer, such Security or Coupon nevertheless may be authenticated and delivered or disposed of as though the person who signed such Security or Coupon had not ceased to be such officer of the Issuer; in case any officer of any Guarantor who shall have signed a Guarantee shall cease to be such officer before the Guarantee so signed shall be delivered by the Trustee or disposed of by such Guarantor, such Guarantee nevertheless may be delivered or disposed of as though the person who signed such Guarantee had not ceased to be such officer of such Guarantor; and any Security, Coupon or Guarantee may be signed on behalf of the Issuer or any Guarantor, as the case may be, by such persons as, at the actual date of the execution of such Security, Coupon or Guarantee, shall be the proper officers of the Issuer or such Guarantor, although at the date of the execution and delivery of this Indenture any such person was not such an officer.

Section 2.6 Certificate of Authentication.

Only such Securities as shall bear thereon a certificate of authentication substantially in the form hereinbefore recited, executed by the Trustee by the manual signature of one of its authorized officers, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. No Coupon shall be entitled to the benefits of this Indenture or shall be valid and obligatory for any purpose until the certificate of authentication on the Security to which such Coupon appertains shall have been duly executed by the Trustee. The execution of such certificate by the Trustee upon any Security executed by the Issuer shall be conclusive evidence that the Security so authenticated has been duly authenticated and delivered hereunder and that the Holder is entitled to the benefits of this Indenture.

Section 2.7 Denomination and Date of Securities; Payments of Interest.

The Securities of each series shall be issuable as Registered Securities or Unregistered Securities in denominations established as contemplated by Section 2.3 or, with respect to the Registered Securities of any series, if not so established, in denominations of $1,000 and any integral multiple thereof. If denominations of Unregistered Securities of any series are not so established, such Securities shall be issuable in denominations of $1,000 and $5,000. The Securities of each series shall be numbered, lettered or otherwise distinguished in such manner or in accordance with such plan as the officers of the Issuer executing the same may determine with the approval of the Trustee, as evidenced by the execution and authentication thereof.

Each Registered Security shall be dated the date of its authentication. Each Unregistered Security shall be dated as provided in the resolution or resolutions of the Board of Directors of the Issuer referred to in Section 2.3. Each Guarantee shall be dated as of the date of the Security to which it applies. The Securities of each series shall bear interest, if any, from the date, and such interest shall be payable on the dates, established as contemplated by Section 2.3.

The person in whose name any Registered Security of any series is registered at the close of business on any record date applicable to a particular series with respect to any interest payment date for such series shall be entitled to receive the interest, if any, payable on such interest payment date notwithstanding any transfer or exchange of such Registered Security subsequent to the record date and prior to such interest payment date, except if and to the extent the Issuer and the Guarantors shall default in the payment of the interest due on such interest payment date for such series, in which case such defaulted interest shall be paid to the persons in whose names Outstanding Registered Securities for such series are registered at the close of business on a subsequent record date (which shall be not less than five Business Days prior to the date of payment of such defaulted interest) established by notice given by mail by or on behalf of the Issuer and the Guarantors to the Holders of Registered Securities not less than 15 days preceding such subsequent record date. The term "record date" as used with respect to any interest payment date (except a date for payment of defaulted interest) for the Securities of any series shall mean the date specified as such in the terms of the Registered Securities of such series established as contemplated by Section 2.3, or, if no such date is so established, if such interest payment date is the first day of a calendar month, the fifteenth day of the next preceding calendar month or, if such interest payment date is the fifteenth day of a calendar month, the first day of such calendar month, whether or not such record date is a Business Day.

Section 2.8 Registration, Transfer and Exchange.

The Issuer will keep at each office or agency to be maintained for the purpose as provided in Section 3.2 for each series of Securities a register or registers in which, subject to such reasonable regulations as it may prescribe, it will provide for the registration of Securities of such series and the registration of transfer of Registered Securities of such series. Such register shall be in written form in the English language or in any other form capable of being converted into such form within a reasonable time. At all reasonable times such register or registers shall be open for inspection by the Trustee.

Upon due presentation for registration of transfer of any Registered Security of any series at any such office or agency to be maintained for the purpose as provided in Section 3.2, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Registered Security or Registered Securities of the same series, maturity date, interest rate and original issue date in authorized denominations for a like aggregate principal amount, and the Guarantors shall execute and the Trustee shall deliver to the transferee or transferees a replacement Guarantee or Guarantees.

Unregistered Securities (except for any temporary Unregistered Securities) and Coupons (except for Coupons attached to any temporary Unregistered Global Securities) shall be transferable by delivery.

At the option of the Holder thereof, Registered Securities of any series (other than a Registered Global Security, except as set forth below) may be exchanged for a Registered Security or Registered Securities of such series having authorized denominations and an equal aggregate principal amount, upon surrender of such Registered Securities to be exchanged at the agency of the Issuer that shall be maintained for such purpose in accordance with Section 3.2 and upon payment, if the Issuer shall so require, of the charges hereinafter provided. If the Securities of any series are issued in both registered and unregistered form, except as otherwise specified pursuant to Section 2.3, at the option of the Holder thereof, Unregistered Securities of any series may be exchanged for Registered Securities of such series having authorized denominations and an equal aggregate principal amount, upon surrender of such Unregistered Securities to be exchanged at the agency of the Issuer that shall be maintained for such purpose in accordance with Section 3.2, with, in the case of Unregistered Securities that have Coupons attached, all unmatured Coupons and all matured Coupons in default thereto appertaining, and upon payment, if the Issuer shall so require, of the charges hereinafter provided. At the option of the Holder thereof, if Unregistered Securities of any series, maturity date, interest rate and original issue date are issued in more than one authorized denomination, except as otherwise specified pursuant to Section 2.3, such Unregistered Securities may be exchanged for Unregistered Securities of such series having authorized denominations and an equal aggregate principal amount, upon surrender of such Unregistered Securities to be exchanged at the agency of the Issuer that shall be maintained for such purpose in accordance with Section 3.2 or as specified pursuant to Section 2.3, with, in the case of Unregistered Securities that have Coupons attached, all unmatured Coupons and all matured Coupons in default thereto appertaining, and upon payment, if the Issuer shall so require, of the charges hereinafter provided. Unless otherwise specified pursuant to Section 2.3, Registered Securities of any series may not be exchanged for Unregistered Securities of such series. Whenever any Securities and Guarantees are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Securities, and the Guarantors shall execute, and the Trustee shall deliver, the Guarantees which the Holder making the exchange is entitled to receive. All Securities and Coupons surrendered upon any exchange or transfer provided for in this Indenture shall be promptly canceled and disposed of by the Trustee and the Trustee will deliver a certificate of disposition thereof to the Issuer. All Guarantees surrendered upon any exchange or transfer provided for in this Indenture shall be promptly canceled and disposed of by the Trustee, and the Trustee will deliver a certificate of disposition thereof to the Guarantors.

All Registered Securities presented for registration of transfer, exchange, redemption or payment shall (if so required by the Issuer or the Trustee) be duly endorsed by, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Issuer and the Trustee duly executed by the Holder or his attorney duly authorized in writing.

The Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of Securities. No service charge shall be made for any such transaction.

The Issuer shall not be required to exchange or register a transfer of (a) any Securities of any series for a period of 15 days next preceding the first mailing of notice of redemption of Securities of such series to be redeemed or (b) any Securities selected, called or being called for redemption, in whole or in part, except, in the case of any Security to be redeemed in part, the portion thereof not so to be redeemed.

Notwithstanding any other provision of this Section 2.8, unless and until it is exchanged in whole or in part for Securities in definitive registered form, a Registered Global Security representing all or a portion of the Securities of a series may not be transferred except as a whole by the Depositary for such series to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary for such series or a nominee of such successor Depositary.

If at any time the Depositary for any Registered Securities of a series represented by one or more Registered Global Securities notifies the Issuer that it is unwilling or unable to continue as Depositary for such Registered Securities or if at any time the Depositary for such Registered Securities shall no longer be eligible under Section 2.4, the Issuer shall appoint a successor Depositary with respect to such Registered Securities. If a successor Depositary for such Registered Securities is not appointed by the Issuer within 90 days after the Issuer receives such notice or becomes aware of such ineligibility, the Issuer's election pursuant to Section 2.3 that such Registered Securities be represented by one or more Registered Global Securities shall no longer be effective and the Issuer will execute, and the Trustee, upon receipt of an Officers' Certificate for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive registered form without Coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Registered Global Security or Securities representing such Registered Securities, in exchange for such Registered Global Security or Securities, and the Guarantors shall execute, and the Trustee shall deliver, Guarantees of such Registered Securities.

The Issuer may at any time and in its sole discretion determine that the Registered Securities of any series issued in the form of one or more Registered Global Securities shall no longer be represented by a Registered Global Security or Securities. In such event, the Issuer will execute, and the Trustee, upon receipt of an Officers' Certificate for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive registered form without Coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Registered Global Security or Securities representing such Registered Securities, in exchange for such Registered Global Security or Securities, and the Guarantors shall execute, and the Trustee shall deliver, Guarantees of such Registered Securities.

If an Event of Default occurs and is continuing with respect to Registered Securities of any series issued in the form of one or more Registered Global Securities, upon written notice from the Depository, the Issuer will execute, and the Trustee, upon receipt of an Officers' Certificate for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive registered forms without Coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Registered Global Security or Securities, representing such Registered Securities, in exchange for such Registered Global Security or Securities, and the Guarantors shall execute, and the Trustee shall deliver, Guarantees of such Registered Securities.

If specified by the Issuer pursuant to Section 2.3 with respect to Securities represented by a Registered Global Security, the Depositary for such Registered Global Security may surrender such Registered Global Security and the accompanying Guarantee in exchange in whole or in part for Securities of the same series in definitive registered form on such terms as are acceptable to the Issuer and such Depositary and a replacement Guarantee. Thereupon, the Issuer shall execute, and the Trustee shall authenticate and deliver, without service charge, and the Guarantors shall execute, and the Trustee shall deliver:

(i) to the Person specified by such Depositary a new Registered Security or Securities of the same series, of any authorized denominations as requested by such Person, in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Registered Global Security, and a replacement Guarantee; and

(ii) to such Depositary a new Registered Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Registered Global Security and the aggregate principal amount of Registered Securities authenticated and delivered pursuant to clause (i) above and a replacement Guarantee.

Upon the exchange of a Registered Global Security and the accompanying Guarantee for Securities in definitive registered form without Coupons, in authorized denominations, and replacement Guarantees, such Registered Global Security and the accompanying Guarantee shall be canceled by the Trustee or an agent of the Issuer or the Trustee. Securities in definitive registered form without Coupons issued in exchange for a Registered Global Security pursuant to this Section 2.8 shall be registered in such names and in such authorized denominations as the Depositary for such Registered Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee or an agent of the Issuer or the Trustee. The Trustee or such agent shall deliver such Securities and replacement Guarantees, to or as directed by the Persons in whose names such Securities are so registered.

All Securities issued upon any transfer or exchange of Securities shall be valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such transfer or exchange. All Guarantees issued upon any transfer or exchange Securities shall be valid obligations of the Guarantors, guaranteeing the same debt of the Issuer, and entitled to the same benefits under this Indenture, as the Guarantees surrendered upon such transfer or exchange.

Notwithstanding anything herein or in the terms of any series of Securities to the contrary, none of the Issuer, the Trustee or any agent of the Issuer or the Trustee (any of which, other than the Issuer, shall rely on an Officers' Certificate and an Opinion of Counsel) shall be required to exchange any Unregistered Security for a Registered Security if such exchange would result in adverse Federal income tax consequences to the Issuer (such as, for example, the inability of the Issuer to deduct from its income, as computed for Federal income tax purposes, the interest payable on the Unregistered Securities) under then applicable United States Federal income tax laws.

Section 2.9 Mutilated, Defaced, Destroyed, Lost and Stolen Securities.

In case any temporary or definitive Security, or any Coupon appertaining to any Security, or any Guarantee shall become mutilated, defaced or be destroyed, lost or stolen, the Issuer in its discretion may execute, and upon the written request of any officer of the Issuer, the Trustee shall authenticate and deliver a new Security of the same series, maturity date, interest rate and original issue date, bearing a number or other distinguishing symbol not contemporaneously outstanding, in exchange and substitution for the mutilated or defaced Security, or in lieu of and in substitution for the Security so destroyed, lost or stolen with Coupons corresponding to the Coupons appertaining to the Securities so mutilated, defaced, destroyed, lost or stolen, or in exchange or substitution for the Security to which such mutilated, defaced, destroyed, lost or stolen Coupon appertained, with Coupons appertaining thereto corresponding to the Coupons so mutilated, defaced, destroyed, lost or stolen, and the Guarantors shall execute a replacement Guarantee. In every case the applicant for a substitute Security or Coupon shall furnish to the Issuer and to the Trustee and any agent of the Issuer or the Trustee such security or indemnity as may be required by them to indemnify and defend and to save each of them harmless and, in every case of destruction, loss or theft, evidence to their satisfaction of the destruction, loss or theft of such Security or Coupon and of the ownership thereof and in the case of mutilation or defacement shall surrender the Security, and related Coupons, and the Guarantee to the Trustee or such agent.

Upon the issuance of any substitute Security or Coupon, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee or its agent) connected therewith. In case any Security or Coupon which has matured or is about to mature or has been called for redemption in full shall become mutilated or defaced or be destroyed, lost or stolen, the Issuer may instead of issuing a substitute Security, pay or authorize the payment of the same or the relevant Coupon (without surrender thereof except in the case of a mutilated or defaced Security or Coupon), if the applicant for such payment shall furnish to the Issuer and to the Trustee

and any agent of the Issuer or the Trustee such security or indemnity as any of them may require to save each of them harmless, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Issuer and the Trustee and any agent of the Issuer or the Trustee evidence to their satisfaction of the destruction, loss or theft of such Security or Coupon and of the ownership thereof.

Every substitute Security or Coupon of any series and every replacement Guarantee issued pursuant to the provisions of this Section by virtue of the fact that any such Security, Coupon or Guarantee is destroyed, lost or stolen shall constitute an additional contractual obligation of the Issuer or the Guarantors, as the case may be, whether or not the destroyed, lost or stolen Security, Coupon or Guarantee shall be at any time enforceable by anyone and shall be entitled to all the benefits of (but shall be subject to all the limitations of rights set forth in) this Indenture equally and proportionately with any and all other Securities or Coupons of such series duly authenticated and delivered hereunder and any and all other Guarantees duly executed and delivered hereunder. All Securities, Coupons and Guarantees shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, defaced or destroyed, lost or stolen Securities, Coupons and Guarantees and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.10 Cancellation of Securities; Destruction Thereof.

All Securities, Coupons and Guarantees surrendered for payment, redemption, registration of transfer or exchange, or for credit against any payment in respect of a sinking or analogous fund, if surrendered to the Issuer or any agent of the Issuer, to any Guarantor or any agent of such Guarantor or to the Trustee or any agent of the Trustee, shall be delivered to the Trustee or any agent of the Trustee for cancellation or, if surrendered to the Trustee, shall be canceled by it (unless such Securities are to be remarketed pursuant to the terms thereof); and no Securities, Coupons or Guarantees shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. The Trustee shall dispose of canceled Securities, Coupons and Guarantees held by it and deliver a certificate of disposition to the Issuer or the Guarantors, as the case may be. If the Issuer or any Guarantor shall acquire any of the Securities or Coupons, such acquisition shall not operate as a redemption or satisfaction of the Indebtedness represented by such Securities or Coupons unless and until the same are delivered to the Trustee or any agent of the Trustee or the agent of the Trustee for cancellation.

Section 2.11 Temporary Securities.

Pending the preparation of definitive Securities for any series, the Issuer may execute and the Trustee shall authenticate and deliver temporary Securities for such series (printed, lithographed, typewritten or otherwise reproduced, in each case in form satisfactory to the Trustee). Temporary Securities of any series shall be issuable as Registered Securities without Coupons, or as Unregistered Securities with or without Coupons attached thereto, of any authorized denomination, and substantially in the form of the definitive Securities of such series but with such

omissions, insertions and variations as may be appropriate for temporary Registered Securities, all as may be determined by the Issuer with the concurrence of the Trustee as evidenced by the execution and authentication thereof. Temporary Securities may contain such references to any provisions of this Indenture as may be appropriate. Every temporary Security shall be executed by the Issuer, be guaranteed by the Guarantors and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Securities. Without unreasonable delay, the Issuer shall execute and shall furnish definitive Securities of such series and the Guarantors shall execute and deliver replacement Guarantees and thereupon temporary Registered Securities of such series and the accompanying Guarantees may be surrendered in exchange therefor without charge at each office or agency to be maintained by the Issuer for that purpose pursuant to Section 3.2 and, in the case of Unregistered Securities, at any agency maintained by the Issuer for such purpose as specified pursuant to Section 2.3, and the Trustee shall authenticate and deliver in exchange for such temporary Securities of such series an equal aggregate principal amount of definitive Securities of the same series having authorized denominations and, in the case of Unregistered Securities, having attached thereto any appropriate Coupons. Until so exchanged, the temporary Securities of any series shall be entitled to the same benefits under this Indenture as definitive Securities of such series, unless otherwise established pursuant to Section 2.3. The provisions of this Section are subject to any restrictions or limitations on the issue and delivery of temporary Unregistered Securities of any series that may be established pursuant to Section 2.3.

ARTICLE III

COVENANTS

Section 3.1 Payment of Principal and Interest.

The Issuer and the Guarantors covenant and agree for the benefit of each series of Securities that they will duly and punctually pay or cause to be paid the principal of, and interest on, each of the Securities of such series (together with any additional amounts payable pursuant to the terms of such Securities) at the place or places, at the respective times and in the manner provided in such Securities and in the Coupons, if any, appertaining thereto and in this Indenture. The interest on Securities with Coupons attached (together with any additional amounts payable pursuant to the terms of such Securities) shall be payable only upon presentation and surrender of the several Coupons for such interest installments as are evidenced thereby as they severally mature. If any temporary Unregistered Security provides that interest thereon may be paid while such Security is in temporary form, the interest on any such temporary Unregistered Security (together with any additional amounts payable pursuant to the terms of such Security) shall be paid, as to the installments of interest evidenced by Coupons attached thereto, if any, only upon presentation and surrender thereof, and, as to the other installments of interest, if any, only upon presentation of such Securities for notation thereon of the payment of such interest, in each case subject to any restrictions that may be established pursuant to Section 2.3. The interest on Registered Securities (together with any additional amounts payable pursuant to the terms of such Securities) shall be payable only to or upon the written order of the Holders thereof and at the option of the Issuer may

be paid by wire transfer (to Holders of $10,000,000 or more of Registered Securities) or by mailing checks for such interest payable to or upon the written order of such Holders at their last addresses at they appear on the registry books of the Issuer.

Section 3.2 Offices for Payments, etc.

The Issuer will maintain in The City of New York an agency where the Registered Securities of each series may be presented for payment, an agency where the Securities of each series may be presented for exchange as provided in this Indenture and, if applicable, pursuant to Section 2.3, an agency where the Registered Securities of each series may be presented for registration of transfer as provided in this Indenture.

The Issuer will maintain in The City of New York an agency where notices and demands to or upon the Issuer and/or the Guarantors, in respect of the Securities of any series, the Coupons appertaining thereto, this Indenture or any Guarantees may be served.

The Issuer will give to the Trustee written notice of the location of each such agency and of any change of location thereof. In case the Issuer shall fail to maintain any agency required by this Section to be located in The City of New York, or shall fail to give such notice of the location or of any change in the location of any of the above agencies, presentations and demands may be made and notices may be served at the Corporate Trust Office of the Trustee.

The Issuer may from time to time designate one or more additional agencies where the Securities of a series and any Coupons appertaining thereto may be presented for payment, where the Securities of that series may be presented for exchange as provided in this Indenture and pursuant to Section 2.3 and where the Registered Securities of that series may be presented for registration of transfer as provided in this Indenture, and the Issuer may from time to time rescind any such designation, as the Issuer may deem desirable or expedient; provided, however, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain the agencies provided for in this Section. The Issuer will give to the Trustee prompt written notice of any such designation or rescission thereof.

Section 3.3 Paying Agents.

Whenever the Issuer shall appoint a paying agent other than the Trustee with respect to the Securities of any series, it will cause such paying agent to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section:

(a) that it will hold all sums received by it as such agent for the payment of the principal of or interest on the Securities of such series (whether such sums have been paid to it by the Issuer and/or the Guarantors, or by any other obligor on the Securities of such series) in trust for the benefit of the Holders of the Securities of

such series, or Coupons appertaining thereto, if any, or of the Trustee;

(b) that it will give the Trustee notice of any failure by the Issuer and/or the Guarantors (or by any other obligor on the Securities of such series) to make any payment of the principal of or interest on the Securities of such series when the same shall be due and payable; and

(c) that at any time during the continuance of any such failure, upon the written request of the Trustee, it will forthwith pay to the Trustee all sums so held in trust by such paying agent.

The Issuer and/or the Guarantors will, on or prior to each due date of the principal of or interest on the Securities of such series, deposit with the paying agent a sum sufficient to pay such principal or interest so becoming due, and (unless such paying agent is the Trustee) the Issuer and/or the Guarantors will promptly notify the Trustee of any failure to take such action.

If the Issuer and the Guarantors shall designate the Issuer as their paying agent with respect to the Securities of any series, they will, on or before each due date of the principal of or interest on the Securities of such series, set aside, segregate and hold in trust for the benefit of the Holders of the Securities of such series or the Coupons appertaining thereto a sum sufficient to pay such principal or interest so becoming due. The Issuer and/or the Guarantors will promptly notify the Trustee of any failure to take such action.

Anything in this Section to the contrary notwithstanding, but subject to Section 10.1, the Issuer and/or the Guarantors may at any time, for the purpose of obtaining a satisfaction and discharge with respect to one or more or all series of Securities hereunder, or for any other reason, pay or cause to be paid to the Trustee all sums held in trust for any such series by the Issuer and/or the Guarantors or any paying agent hereunder, as required by this Section, such sums to be held by the Trustee upon the trusts herein contained.

Anything in this Section to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section is subject to the provisions of Sections 10.3 and 10.4.

The Issuer and the Guarantors hereby designate the Trustee as their initial paying agent hereunder.

Section 3.4 Written Statement to Trustee.

The Issuer and each Guarantor will deliver to the Trustee on or before April 15 in each year (beginning in 2000) a written statement, signed by two of their officers (which need not comply with Section 11.5), stating that in the course of the performance by the signers of their duties as officers of the Issuer and each Guarantor, as the case may be, they would normally have

knowledge of any default by the Issuer or such Guarantor in the performance or fulfillment of any covenant, agreement or condition contained in this Indenture, stating whether or not they have knowledge of any such default and, if so, specifying each such default of which the signers have knowledge and the nature thereof.

Section 3.5 Limitation on Liens.

The following provisions shall apply to the Securities of each series unless specifically otherwise provided in a Board Resolution, Officers' Certificate or indenture supplemental hereto as provided pursuant to Section 2.3.

(a) The Issuer will not itself, and will not permit any Consolidated Subsidiary to, issue, assume or guarantee any Indebtedness, if such Indebtedness is secured by mortgage, pledge, security interest or other lien or encumbrance (any mortgage, pledge, security interest or other lien or encumbrance being hereinafter in this Section 3.5 referred to as a "Lien") upon or with respect to any Principal Property, as defined below, or on the capital stock of any Consolidated Subsidiary that owns Principal Property (unless all obligations and indebtedness thereby secured are held by the Issuer or a Consolidated Subsidiary) without making effective provision whereby the Securities shall be secured by such Lien equally and ratably with any and all other obligations and indebtedness thereby secured; provided, however, that the foregoing restrictions shall not be applicable to:

(i) any Lien existing on any Principal Property of the Issuer or any Consolidated Subsidiary at the date of this Indenture;

(ii) any Lien created by a Consolidated Subsidiary in favor of the Issuer or any wholly-owned Consolidated Subsidiary securing Indebtedness of such Consolidated Subsidiary to the Issuer or to a wholly-owned Consolidated Subsidiary;

(iii) any Lien existing on any asset of any corporation at the time such corporation becomes a Consolidated Subsidiary and not created in contemplation of such event;

(iv) any Lien on any asset of any corporation existing at the time such corporation is merged or consolidated with or into the Issuer or a Consolidated Subsidiary and not created in contemplation of such event;

(v) any Lien on any asset existing at the time of acquisition thereof by the Issuer or any Consolidated Subsidiary and not created in contemplation of such event;

(vi) any Lien on any asset or any improvement thereof securing Indebtedness incurred or assumed for the purpose of financing all or any part of the cost of acquiring such asset or the making of any improvement thereof; provided that such Lien attaches to such asset concurrently with or within 180 days after the acquisition thereof or the making of such improvement; and provided, further, that the principal amount of the Indebtedness secured by any such Lien, together with all other Indebtedness secured by a Lien on such property, shall not exceed the purchase price of such property or the cost of such improvement;

(vii) any Lien arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by any Lien permitted by any of clauses (i) through (vi) above; provided that such Indebtedness is not increased and is not secured by any additional assets; and

(viii) liens arising in the ordinary course of business of the Issuer or any Consolidated Subsidiary which (A) do not secure Indebtedness and (B) do not in the aggregate materially detract from the value of the assets of the Issuer or such Consolidated Subsidiary, as the case may be, or materially impair the use thereof, in the operation of the Issuer's or such Consolidated Subsidiary's business.

(b) Notwithstanding the provisions of subsection (a) of this Section 3.5, the Issuer or any Consolidated Subsidiary may issue, assume or guarantee Indebtedness secured by a Lien which would otherwise be subject to the foregoing restrictions in an aggregate amount which, together with all other such Indebtedness of the Issuer and its Consolidated Subsidiaries and the Attributable Debt in respect of Sale and Lease-Back Transactions (as defined in Section 3.6) existing at such time (other than Sale and Lease-Back Transactions not subject to the limitation contained in Section 3.6), does not at the time exceed 10% of Consolidated Net Tangible Assets. The term "Attributable Debt" as used in this paragraph shall mean, as of any particular time, the present value, discounted at the Composite Rate, of the obligation of a lessee for rental payments during the remaining term of any lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended).

(c) For the purposes of this Section 3.5, the term "Principal Property" means (i) a parcel of improved or unimproved real estate or other physical facility or depreciable asset of the Issuer or a Subsidiary, the net book value of which on the date of determination exceeds 2% of the Consolidated Net Tangible Assets and (ii) any group of parcels of real estate, other physical facilities, and/or depreciable assets of the Issuer and/or its Subsidiaries, the net book value of which, when sold in one or a series of related Sale and Lease-Back Transactions or securing Indebtedness issued in respect of such Principal Properties, on the date of determination exceeds 2% of the Consolidated Net Tangible Assets. For purposes of the foregoing, "related Sale and Lease-Back

Transactions" refers to any two or more such contemporaneous transactions which are on substantially similar terms with substantially the same parties.

Section 3.6 Limitation on Sale and Lease-Back.

The following provisions shall apply to the Securities of each series unless specifically otherwise provided in a Board Resolution, Officers' Certificate or indenture supplemental hereto as provided pursuant to Section 2.3.

The Issuer will not, nor will it permit any Consolidated Subsidiary to, enter into any arrangement with any Person (other than the Issuer) providing for the leasing by the Issuer or a Consolidated Subsidiary of any Principal Property (except for temporary leases for a term of not more than three years), which property has been or is to be sold or transferred by the Issuer or such Consolidated Subsidiary to such Person (herein referred to as a "Sale and Lease-Back Transaction"), unless (a) the net proceeds to the Issuer or such Consolidated Subsidiary from such sale or transfer equal or exceed the fair value (as determined by the Board of Directors) of the property so leased, (b) the Issuer or such Consolidated Subsidiary would be entitled to incur Indebtedness secured by a Lien on the property to be leased pursuant to Section 3.5, or (c) the Issuer shall, and in any such case the Issuer covenants that it will, apply an amount equal to the fair value (as determined by the Board of Directors) of the property so leased to the retirement (other than any mandatory retirement), within 90 days of the effective date of any such Sale and Lease-Back Transaction, of Funded Indebtedness of the Issuer.

Section 3.7 Guarantees.

The Company and each Guarantor will, and the Company will cause each Guarantor to, ensure at all times that, unless otherwise permitted by this Indenture, each Guarantee will remain in full force and effect and shall not be subordinated by written agreement in right of payment to any Obligation or other obligations of the Guarantor, unless required by applicable law.

Section 3.8 Additional Guarantors.

The Company will cause each Subsidiary that becomes a Subsidiary after the date hereof to execute and deliver a supplemental indenture pursuant to which it will become a Guarantor under this Indenture.

Section 3.9 Limitation on Dividend and Other Payment Restrictions Affecting Subsidiaries.

The Company will not, and will not permit any of its Consolidated Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction on the ability of any Consolidated Subsidiary to (a) pay dividends or make any other distributions on or in respect of its capital stock; (b) make loans or advances or to pay any Indebtedness or other obligation owed to the Company or any other Consolidated Subsidiary of the Company; or (c) transfer any of its property or assets to the Company or any other Consolidated Subsidiary of the Company.

ARTICLE IV

SECURITYHOLDERS LISTS AND REPORTS BY THE ISSUER, THE GUARANTORS AND THE TRUSTEE

Section 4.1 Issuer to Furnish Trustee Information as to Names and Addresses of Securityholders.

The Issuer covenants and agrees that it will furnish or cause to be furnished to the Trustee a list in such form as the Trustee may reasonably require of the names and addresses of the Holders of the Registered Securities of each series:

(a) semiannually and not more than 15 days after each record date for the payment of interest on such Registered Securities, as hereinabove specified, as of such record date and on dates to be determined pursuant to Section 2.3 for non-interest bearing Registered Securities in each year; and

(b) at such other times as the Trustee may request in writing, within 30 days after receipt by the Issuer of any such request, such list to be as of a date not more than 15 days prior to the time such information is furnished;

provided that if and so long as the Trustee shall be the Security registrar for such series and all of the Securities of any series are Registered Securities, such list shall not be required to be furnished.

Section 4.2 Preservation and Disclosure of Securityholders Lists.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the Holders of each series of Registered Securities (i) contained in the most recent list furnished to it as provided in Section 4.1 and (ii) received by it in the capacity of Security registrar for such series, if so acting. The Trustee may destroy any list furnished to it as provided in Section 4.1 upon receipt of a new list so furnished.

(b) In case three or more Holders of Securities (hereinafter referred to as "applicants") apply in writing to the Trustee and furnish to the Trustee reasonable proof that each such applicant has owned a Security for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders of Securities of a particular series (in which case the applicants must all hold Securities of such series) or with holders of all Securities respect to their rights under this Indenture, the Guarantees or under such Securities and such application is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within five Business Days after the receipt of such application, at its election, either:

(i) afford to such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this Section; or

(ii) inform such applicants as to the approximate number of Holders of Registered Securities of such series or of all Registered Securities, as the case may be, whose names and addresses appear in the information preserved at the time by the Trustee, in accordance

with the provisions of subsection (a) of this Section, and as to the approximate cost of mailing to such Securityholders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford to such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Securityholder of such series or all Holders of Registered Securities, as the case may be, whose name and address appear in the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this Section a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants and file with the Commission together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the Holders of Registered Securities of such series or of all Registered Securities, as the case may be, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met, and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Securityholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every Holder of Securities and Coupons, by receiving and holding the same, agrees with the Issuer and the Trustee that neither the Issuer nor the Trustee nor any agent of the Issuer or the Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders of Securities in accordance with the provisions of subsection (b) of this Section, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under such subsection (b).

Section 4.3 Reports by the Issuer and each Guarantor.

The Issuer and each Guarantor covenants:

(a) to file with the Trustee, within 15 days after the Issuer and each Guarantor is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Issuer and each Guarantor may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, or if the Issuer and the Guarantors are not required to file information, documents or reports pursuant to either of such Sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the

Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934, as amended, or in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(b) to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Issuer and each Guarantor with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations; and

(c) to transmit by mail to the Holders of Securities, in the manner and to the extent required by Sections 6.6 and 11.4, within 30 days after the filing thereof with the Trustee, such summaries of any information, documents and reports required to be filed by the Issuer and each Guarantor pursuant to subsections (a) and (b) of this Section as may be required to be transmitted to such Holders by rules and regulations prescribed from time to time by the Commission.

ARTICLE V

REMEDIES OF THE TRUSTEE AND SECURITYHOLDERS ON EVENT OF DEFAULT

Section 5.1 Event of Default Defined; Acceleration of Maturity; Waiver of Default.

"Event of Default", with respect to Securities of any series wherever used herein, means any one of the following events which shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any installment of interest upon any of the Securities of such series as and when the same shall become due and payable, and continuance of such default for a period of 30 days; or

(b) default in the payment of all or any part of the principal of (or premium, if any, on) any of the Securities of such series as and when the same shall become due and payable either at maturity, upon redemption, by declaration or otherwise; or

(c) failure on the part of the Issuer or any Guarantor to duly observe or perform any other covenant or agreement on the part of the Issuer or any Guarantor in respect of the Securities of such series (other than a covenant or warranty in respect of the Securities of such series a default in the performance or breach of which is elsewhere in this Section specifically dealt with) or any Guarantee or contained in this Indenture, and continuance of such default or breach for a

period of 90 days after there has been given, by registered or certified mail, to the Issuer and the Guarantors by the Trustee or to the Issuer, the Guarantors and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of all series affected thereby, a written notice specifying such failure or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(d) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Issuer, any Consolidated Subsidiary or any Guarantor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Issuer, any Consolidated Subsidiary or any Guarantor or for any substantial part of its property or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or

(e) the Issuer, any Consolidated Subsidiary or any Guarantor shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Issuer, any Consolidated Subsidiary or any Guarantor or for any substantial part of its property, or make any general assignment for the benefit of creditors; or

(f) default (i) in the payment of any principal on any Indebtedness of the Issuer or any Subsidiary in an aggregate principal amount in excess of $10,000,000 after giving effect to any applicable grace period and the holder thereof shall have taken affirmative action to enforce the payment thereof, or (ii) in the performance of any term or provision of any Indebtedness of the Issuer or any Subsidiary in an aggregate principal amount in excess of $10,000,000 that results in such Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, unless, in the case of either clause (i) or (ii) above, (x) such acceleration or action to enforce payment, as the case may be, has been rescinded or annulled, (y) such Indebtedness has been discharged or (z) a sum sufficient to discharge in full such Indebtedness has been deposited in trust by or on behalf of the Issuer, in each case, within a period of 10 days after there has been given, by registered or certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of all series affected thereby, a written notice specifying such default or defaults and stating that such notice is a "Notice of Default" hereunder; provided, however, that, subject to the provisions of Section 6.1 and 6.2, the Trustee shall not be deemed to have knowledge of such default unless either (A) a Responsible Officer of the Trustee shall have actual knowledge of such default or (B) the Trustee shall have received written notice thereof from the Issuer, from any Holder, from the holder of any such Indebtedness or from the trustee under any such mortgage, indenture or other instrument; or

(g) any Guarantee shall cease to be in full force and effect or is declared null and void or any Guarantor shall deny that it has any further liability under any Guarantee, or shall give

notice to such effect (other than by reason of the termination of this Indenture or the release of any Guarantee in accordance with Section 13.4); or

(h) any other Event of Default provided in the supplemental indenture under which such series of Securities is issued or in the form of Security for such series.

If an Event of Default described in clauses (a), (b), (c), (g) or (h) (if the Event of Default under clause (c) or (h), as the case may be, is with respect to less than all series of Securities then Outstanding) occurs and is continuing, then, and in each and every such case, unless the principal of all of the Securities of such series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities of each such affected series then Outstanding hereunder (each such series voting as a separate class) by notice in writing to the Issuer and the Guarantors (and to the Trustee if given by Securityholders), may declare the entire principal (or, if the Securities of such affected series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of such series) of all Securities of such series and the interest accrued thereon, if any, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable. If an Event of Default described in clause (c), (h) (if the Event of Default under clause (c) or (h), as the case may be, is with respect to all series of Securities then Outstanding), (d), (e) or (f) occurs and is continuing, then, and in each and every such case, unless the principal of all the Securities shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of all the Securities then Outstanding hereunder (treated as one class), by notice in writing to the Issuer and the Guarantors (and to the Trustee if given by Securityholders), may declare the entire principal (or, if any Securities are Original Issue Discount Securities, such portion of the principal as may be specified in the terms thereof) of all the Securities then Outstanding, and interest accrued thereon, if any, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable.

The foregoing provisions, however, are subject to the condition that if, at any time after the principal (or, if the Securities are Original Issue Discount Securities, such portion of the principal as may be specified in the terms thereof) of the Securities of any series (or of all the Securities, as the case may be) shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, the Issuer and/or the Guarantors shall pay or shall deposit with the Trustee a sum sufficient to pay all matured installments of interest upon all the Securities of such series (or of all the Securities, as the case may be) and the principal of any and all Securities of such series (or of all the Securities, as the case may be) which shall have become due otherwise than by acceleration (with interest upon such principal) and, to the extent that payment of such interest is enforceable under applicable law, on overdue installments of interest, at the same rate as the rate of interest or Yield to Maturity (in the case of Original Issue Discount Securities) specified in the Securities of such series (or at the respective rates of interest or Yields to Maturity of all the Securities, as the case may be) to the date of such payment or deposit) and such amount as shall be sufficient to cover reasonable compensation to the Trustee and each predecessor Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the

Trustee except as a result of negligence or bad faith, and if any and all Events of Default under the Indenture, other than the non-payment of the principal of securities which shall have become due by acceleration, shall have been cured, waived or otherwise remedied as provided herein, then and in every such case the Holders of a majority in aggregate principal amount of all the Securities of such series, each series voting as a separate class (or of all the Securities, as the case may be, voting as a single class), then Outstanding, by written notice to the Issuer, the Guarantors and to the Trustee, may waive all defaults with respect to each such series (or with respect to all the Securities, as the case may be) and rescind and annul such declaration and its consequences, but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

For all purposes under this Indenture, if a portion of the principal of any Original Issue Discount Securities shall have been accelerated and declared due and payable pursuant to the provisions hereof, then, from and after such declaration, unless such declaration has been rescinded and annulled, the principal amount of such Original Issue Discount Securities shall be deemed, for all purposes hereunder, to be such portion of the principal thereof as shall be due and payable as a result of such acceleration, and payment of such portion of the principal thereof as shall be due and payable as a result of such acceleration, together with interest, if any, thereon and all other amounts owing thereunder, shall constitute payment in full of such Original Issue Discount Securities.

Section 5.2 Collection of Indebtedness by Trustee; Trustee May Prove Debt.

The Issuer and each Guarantor covenant that (a) in case default shall be made in the payment of any installment of interest on any of the Securities of any series when such interest shall have become due and payable, and such default shall have continued for a period of 30 days or (b) in case default shall be made in the payment of all or any part of the principal of any of the Securities of any series when the same shall have become due and payable, whether upon maturity of the Securities of such series or upon any redemption or by declaration or otherwise, then upon demand of the Trustee, the Issuer and the Guarantors will pay, jointly and severally, to the Trustee for the benefit of the Holders of the Securities of such series the whole amount that then shall have become due and payable on all Securities of such series, and such Coupons, for principal or interest, as the case may be (with interest to the date of such payment upon the overdue principal and, to the extent that payment of such interest is enforceable under applicable law, on overdue installments of interest at the same rate as the rate of interest or Yield to Maturity (in the case of Original Issue Discount Securities) specified in the Securities of such series); and in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to the Trustee and each predecessor Trustee, their respective agents, attorneys and counsel, and any expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee and any other amounts owing to the Trustee under Section 6.7 hereunder except as a result of its negligence or bad faith.

In case the Issuer and the Guarantors shall fail forthwith to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the sums

so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Issuer, any Guarantor or other obligor upon such Securities and collect in the manner provided by law out of the property of the Issuer, any Guarantor or other obligor upon such Securities, wherever situated, the moneys adjudged or decreed to be payable.

In case there shall be pending proceedings relative to the Issuer, any Guarantor or any other obligor upon the Securities under Title 11 of the United States Code or any other applicable Federal or state bankruptcy, insolvency or other similar law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property, any Guarantor or its property or such other obligor, or in case of any other comparable judicial proceedings relative to the Issuer, any Guarantor or other obligor upon the Securities of any series, or to the creditors or property of the Issuer, any Guarantor or such other obligor, the Trustee, irrespective of whether the principal of any Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such proceedings or otherwise:

(a) to file and prove a claim or claims for the whole amount of principal and interest (or, if the Securities of any series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of such series) owing and unpaid in respect of the Securities of any series, and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee and each predecessor Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee, except as a result of negligence or bad faith) and of the Securityholders allowed in any judicial proceedings relative to the Issuer, any Guarantor or other obligor upon the Securities of any series, or to the creditors or property of the Issuer, any Guarantor or such other obligor;

(b) unless prohibited by applicable law and regulations, to vote on behalf of the Holders of the Securities of any series in any election of a trustee or a standby trustee in arrangement, reorganization, liquidation or other bankruptcy or insolvency proceedings or person performing similar functions in comparable proceedings; and

(c) to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the Securityholders and of the Trustee on their behalf; and any trustee, receiver, liquidator, custodian or other similar official is hereby authorized by each of the Securityholders to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the Securityholders, to pay to the Trustee such amounts as shall be sufficient to cover reasonable compensation to the Trustee,

each predecessor Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee and all other amounts due to the Trustee or any predecessor Trustee pursuant to Section 6.7 except as a result of Trustee's negligence or bad faith.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Securityholder any plan of reorganization, arrangement, adjustment or composition affecting the Securities of any series or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Securityholder in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar person.

All rights of action and of asserting claims under this Indenture, under any of the Securities of any series or Coupons appertaining to such Securities or under any Guarantee may be enforced by the Trustee without the possession of any of the Securities of such series, or Coupons appertaining to such Securities, or such Guarantee or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Trustee, each predecessor Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Securities or Coupons appertaining to such Securities in respect of which such action was taken.

In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party), the Trustee shall be held to represent all the Holders of the Securities or Coupons appertaining to such Securities in respect to which such action was taken, and it shall not be necessary to make any Holders of such Securities or Coupons appertaining to such Securities parties to any such proceedings.

Section 5.3 Application of Proceeds.

Any moneys or other property collected by the Trustee pursuant to this Article in respect of any series shall be applied in the following order at the date or dates fixed by the Trustee and, in case of the distribution of such moneys or other property on account of principal or interest, upon presentation of the several Securities and Coupons appertaining to such Securities and the accompanying Guarantees in respect of which moneys or other property have been collected and stamping (or otherwise noting) thereon the payment, or issuing Securities of such series in reduced principal amounts and replacement Guarantees in exchange for the presented Securities of like series if only partially paid and such accompanying Guarantees, or upon surrender thereof if fully paid:

FIRST: To the payment of costs and expenses applicable to such series in respect of which moneys or other property has been collected, including reasonable compensation to the Trustee and each predecessor Trustee and their respective agents and attorneys and of all expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee and all other amounts due to the Trustee or any predecessor Trustee pursuant to Section 6.7 except as a result of Trustee's negligence or bad faith;

SECOND: In case the principal of the Securities of such series in respect of which moneys or other property has been collected shall not have become and be then due and payable, to the payment of interest on the Securities of such series in default in the order of the maturity of the installments of such interest, with interest (to the extent that such interest has been collected by the Trustee) upon the overdue installments of interest at the same rate as the rate of interest or Yield to Maturity (in the case of Original Issue Discount Securities) specified in such Securities, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

THIRD: In case the principal of the Securities of such series in respect of which moneys or other property has been collected shall have become and shall be then due and payable, to the payment of the whole amount then owing and unpaid upon all the Securities of such series for principal and interest, with interest upon the overdue principal, and (to the extent that such interest has been collected by the Trustee) upon overdue installments of interest at the same rate as the rate of interest or Yield to Maturity (in the case of Original Issue Discount Securities) specified in the Securities of such series; and in case such moneys shall be insufficient to pay in full the whole amount so due and unpaid upon the Securities of such series, then to the payment of such principal and interest or Yield to Maturity, without preference or priority of principal over interest or Yield to maturity, or of interest or Yield to Maturity over principal, or of any installment of interest over any other installment of interest, or of any Security of such series over any other Security of such series, ratably to the aggregate of such principal and accrued and unpaid interest or Yield to Maturity; and

FOURTH: To the payment of the remainder, if any, to the Issuer, the Guarantors or any other person lawfully entitled thereto.

Section 5.4 Suits for Enforcement.

In case an Event of Default has occurred, has not been waived and is continuing, the Trustee may in its discretion proceed to protect and enforce the rights vested in it and the Holders of any series of Securities by this Indenture, such Securities or the accompanying Guarantees by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture, such Securities or such Guarantees or in aid of the exercise of any power granted in this Indenture, such Securities or such Guarantees or to enforce any other legal or equitable rights vested in the Trustee and the Holders of such Securities by this Indenture, such Securities or such Guarantees or by law.

Section 5.5 Restoration of Rights on Abandonment of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture, any Security or any Guarantee, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such

case the Issuer, the Guarantors and the Trustee shall be restored respectively to their former positions and rights hereunder, and all rights, remedies and powers of the Issuer, the Guarantors, the Trustee and the Securityholders shall continue as though no such proceedings had been taken.

Section 5.6 Limitations on Suits by Securityholders.

No Holder of any Security of any series or of any Coupon appertaining thereto shall have any right by virtue or by availing of any provision of this Indenture to institute any action or proceeding at law or in equity or in bankruptcy or otherwise upon or under or with respect to this Indenture, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of default and of the continuance thereof, as hereinbefore provided, and unless also the Holders of not less than 25% in aggregate principal amount of the Securities of such series then Outstanding shall have made written request upon the Trustee to institute such action or proceedings in its own name as trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 5.9; it being understood and intended, and being expressly covenanted by the taker and Holder of every Security or Coupon with every other taker and Holder and the Trustee, that no one or more Holders of Securities of any series or Coupons appertaining to such Securities shall have any right in any manner whatever by virtue or by availing of any provision of this Indenture, any Security or any Guarantee to affect, disturb or prejudice the rights of any other such Holder of Securities or Coupons appertaining to such Securities, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, any Security or any Guarantee, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of Securities of the applicable series and Coupons appertaining to such Securities. For the protection and enforcement of the provisions of this Section, each and every Securityholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 5.7 Unconditional Right of Securityholders to Institute Certain Suits.

Notwithstanding any other provision in this Indenture, any Security or any Guarantee, the right of any Holder of any Security or Coupon to receive payment of the principal of and interest on such Security or Coupon on or after the respective due dates expressed in such Security or Coupon, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 5.8 Powers and Remedies Cumulative; Delay or Omission Not Waiver of Default.

Except as provided in Section 5.6, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders of Securities or Coupons is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be

cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission of the Trustee or of any Holder of Securities or Coupons to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and, subject to Section 5.6, every power and remedy given by this Indenture, any Security or any Guarantee or by law to the Trustee or to the Holders of Securities or Coupons may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders of Securities or Coupons.

Section 5.9 Control by Holders of Securities.

The Holders of a majority in aggregate principal amount of the Securities of each series affected (with each series voting as a separate class) at the time Outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee with respect to the Securities of such series by this Indenture; provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, the Securities of such series or the accompanying Guarantees; and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, shall determine that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith by its board of directors, the executive committee, or a trust committee of directors or Responsible Officers of the Trustee shall determine that the action or proceedings so directed would involve the Trustee in personal liability or if the Trustee in good faith shall so determine that the actions or forbearances specified in or pursuant to such direction would be unduly prejudicial to the interests of Holders of the Securities of all series so affected not joining in the giving of said direction, it being understood that the Trustee shall have no duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders.

Nothing in this Indenture, the Securities of such series or the accompanying Guarantees shall impair the right of the Trustee in its discretion to take any action deemed proper by the Trustee and which is not inconsistent with such direction or directions by Securityholders.

Section 5.10 Waiver of Past Defaults.

Prior to the acceleration of the maturity of any Securities of any series as provided in Section 5.1, the Holders of a majority in aggregate principal amount of the Securities of all series at the time Outstanding with respect to which an Event of Default shall have occurred and be continuing voting as a single class may on behalf of the Holders of all the Securities of such series waive any past default or Event of Default described in Section 5.1 and its consequences, except a default in respect of a covenant or provision hereof which cannot be modified or

amended without the consent of the Holder of each Security affected. In the case of any such waiver, the Issuer, the Guarantors, the Trustee and the Holders of all such Securities shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Upon any such waiver, such default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured, and not to have occurred for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 5.11 Right of Court to Require Filing of Undertaking to Pay Costs.

All parties to this Indenture agree, and each Holder of any Security or Coupon by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Securityholder or group of Securityholders of any series holding in the aggregate more than 10% in aggregate principal amount of the Securities of such series, or, in the case of any suit relating to or arising under clause (c) or (h) of Section 5.1 (if the suit relates to Securities of more than one but less than all series), 10% in aggregate principal amount of Securities then Outstanding and affected thereby, or, in the case of any suit relating to or arising under clause (c), (h) (if the suit under clause (c) or (h) relates to all the Securities then Outstanding), (d), (e) or (f) of Section 5.1, 10% in aggregate principal amount of all Securities then Outstanding, or to any suit instituted by any Securityholder for the enforcement of the payment of the principal of or interest on any Security on or after the due date expressed in such Security or any date fixed for redemption.

ARTICLE VI

CONCERNING THE TRUSTEE

Section 6.1 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing with respect to the Securities of any series, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of an Event of Default with respect to the Securities of any series:

(1) the Trustee need perform only those duties that are specifically set forth in this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into the document against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any statements, certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture, but need not verify or confirm the accuracy thereof.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(1) this paragraph (c) does not limit the effect of paragraph (b) of this Section 6.1;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.9.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (c) and (e) of this Section 6.1.

(e) No provision of this Indenture shall require the Trustee to extend or risk its own funds or otherwise incur any financial liability unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) Moneys held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Issuer.

(g) The Trustee shall have no responsibility relating to the filing of any UCC financing statements or continuation statements or with regard to any other filing concerning the Securities.

Section 6.2 Rights of Trustee.

(a) The Trustee may rely, and shall be protected in relying, upon on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel.

(c) Subject to the provisions of Section 6.1(c), the Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(d) Before the Trustee acts or refrains from acting the Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon in accordance with such advice or Opinion of Counsel.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee indemnity reasonable to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(g) Prior to the occurrence of an Event of Default hereunder and after the curing or waiving of all Events of Default, the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, Officer's Certificate, or other certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, bond, debenture, note, coupon, security, or other paper or document unless requested in writing so to do by the Holders or not less than a majority in aggregate principal amount of the Securities then Outstanding; provided that, if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require reasonable indemnity against such expenses or liabilities as a condition to proceeding; the reasonable expenses of every such examination shall be paid by the Issuer or, if advanced by the Trustee, shall be repaid by the Issuer upon demand.

(h) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(i) the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or any Guarantor, except as otherwise set forth herein, but the Trustee may require of the Issuer or any Guarantor full information and advice as to the performance of the covenants, conditions and agreements contained herein and shall be entitled in connection herewith to examine the books, records and premises of the Issuer or any Guarantor.

(j) the permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(k) except for (i) a default under Section 5.1(a) or (b) hereof or (ii) any other event of which the Trustee has "actual knowledge" and which event, with the giving of notice or the passage of time or both, would constitute an Event of Default under this Indenture, the Trustee shall not be deemed to have notice of any default or event unless specifically notified in writing of such event by the Issuer or the Holders of not less than 25% in aggregate principal amount of the Securities Outstanding; as used herein, the term "actual knowledge" means the actual fact or statement of knowing, without any duty to make any investigation with regard thereto.

Section 6.3 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee. Any paying agent, registrar or co-registrar may do the same with like rights. However, the Trustee must comply with Sections 6.10 and 6.11.

Section 6.4 Trustee's Disclaimer.

The Trustee makes no representation as to the validity or adequacy of this Indenture, the Securities or the Guarantees, it shall not be accountable for the Issuer's nor any Guarantor's use of the proceeds from the Securities, it shall not be responsible for any statement in the registration statement for the Securities and the Guarantees under the Securities Act of 1933, as amended, or in the Indenture, the Securities (other than its certificate of authentication) or the Guarantees.

Section 6.5 Notice of Defaults.

If a default occurs and is continuing with respect to any Securities of any Series and if the Trustee has actual knowledge of such default, the Trustee shall give to each Securityholder of such series notice of the default within 90 days after such default occurs. Except in the case of a default described in Section 5.1(a) or (b), the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Securityholders of such series.

Section 6.6 Reports by Trustee to Holders.

Within 60 days after each July 1 beginning with the July 1 following the date of this Indenture, the Trustee shall mail to each Securityholder of any series and each other person specified in Section 313(c) of the Trust Indenture Act of 1939 a brief report dated as of such July 1 that complies with Section 313(a) of the Trust Indenture Act of 1939 to the extent required thereby. The Trustee also shall comply with Section 313(b) of the Trust Indenture Act of 1939.

A copy of each report at the time of its mailing to Securityholders of any series shall be filed with the Commission and each securities exchange on which the Securities of any series are listed. The Issuer agrees to notify the Trustee whenever the Securities of any series become listed on any securities exchange and of any delisting thereof.

Section 6.7 Compensation and Indemnity.

The Issuer and each Guarantor, jointly and severally, agree:

(a) to pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation as shall be agreed to in writing between the Issuer and the Trustee for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses, advances and disbursements of its agents and counsel), except to the extent any such expense, disbursement or advance may be attributable to its negligence or willful misconduct; and

(c) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense (including reasonable fees and expenses of its counsel) arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the costs and expenses of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent that any such loss, liability or expense may be attributable to its negligence or willful misconduct.

As security for the performance of the obligations of the Issuer and each Guarantor in this Section 6.7, the Issuer, each Guarantor and each Holder agree that the Trustee shall have a lien prior to the Securities on all moneys or property held or collected by the Trustee.

"Trustee" for purpose of this Section 6.7 includes any predecessor trustee, provided that the negligence or bad faith of any Trustee shall not be attributable to any other Trustee.

The Issuer's payment obligations pursuant to this Section 6.7 shall constitute additional indebtedness hereunder and shall survive the discharge of this Indenture. When the Trustee incurs expenses after the occurrence of a default specified in Sections 5.1(d) and 5.1(e), such expenses (including reasonable fees and expenses of its counsel) are intended to constitute expenses of administration under bankruptcy law.

Section 6.8 Replacement of Trustee.

The Trustee may resign at any time with respect to Securities of one or more series by so notifying the Issuer; provided, however, no such resignation shall be effective until a successor Trustee has accepted its appointment pursuant to this Section 6.8. The Holders of a majority in aggregate principal amount of the Outstanding Securities of any series may remove the Trustee with respect to such series at the time outstanding by so notifying the Trustee and the Issuer. The Issuer shall remove the Trustee if:

(a) the Trustee fails to comply with Section 6.10;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or public officer takes charge of the Trustee or its property; or

(d) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, with respect to the Securities of one or more series, the Issuer shall promptly appoint, by resolution of its Board of Directors, a successor Trustee with respect to the Securities of such series.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture with respect to the Securities of such series. The successor Trustee shall mail a notice of its succession to Securityholders so affected. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 6.7.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer or the Holders of a majority in aggregate principal amount of the Securities at the time outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 6.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Section 6.9 Successor Trustee by Merger.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

Section 6.10 Eligibility; Disqualification.

The Trustee shall at all times satisfy the requirements of Section 310(a)(1) of the Trust Indenture Act of 1939. The Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. Neither the Issuer nor any Person directly or indirectly controlling, controlled by or under common control with the Issuer shall serve as Trustee hereunder. The Trustee shall comply with Section 310(b) of the Trust Indenture Act of 1939.

Section 6.11 Preferential Collection of Claims Against Issuer.

The Trustee shall comply with Section 311(a) of the Trust Indenture Act of 1939, excluding any creditor relationship listed in Section 311(b) of the Trust Indenture Act of 1939. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act of 1939 to the extent indicated therein.

ARTICLE VII

CONCERNING THE SECURITYHOLDERS

Section 7.1 Evidence of Action Taken by Securityholders.

Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by a specified percentage in principal amount of the Securityholders of any or all series may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such specified percentage of Securityholders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Sections 6.1 and 6.2) conclusive in favor of the Trustee, the Issuer and the Guarantors if made in the manner provided in this Article.

Section 7.2 Proof of Execution of Instruments and of Holding of Securities.

Subject to Sections 6.1 and 6.2, the execution of any instrument by a Securityholder or his agent or proxy may be proved in the following manner:

(a) The fact and date of the execution by any Holder of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction authorized to take acknowledgments of deeds or administer oaths that the person executing such instruments acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute sufficient proof of the authority of the person executing the same. The fact of the holding by any Holder of an Unregistered Security of any series, and the identifying number of such Security and the date of his holding the same, may be proved by the production of such Security or by a certificate executed by any trust company, bank, banker or recognized securities dealer wherever situated satisfactory to the Trustee, if such certificate shall be deemed by the Trustee to be satisfactory. Each such certificate shall be dated and shall state that on the date thereof a Security of such series bearing a specified identifying number was deposited with or exhibited to such trust company, bank, banker or recognized securities dealer by the person named in such certificate. Any such certificate may be issued in respect of one or more Unregistered Securities of one or more series specified therein. The holding by the person named in any such certificate of any Unregistered Securities of any series specified therein shall be presumed to continue for a period of one year from the date of such certificate unless at the time of any determination of such holding (1) another certificate bearing a later date issued in respect of the same Securities shall be produced, or (2) the Security of such series specified in such certificate shall be produced by some other person, or (3) the Security of such series specified in such certificate shall have ceased to be Outstanding. Subject to Sections 6.1 and 6.2, the fact and date of the execution of any such instrument and the amount and numbers of Securities of any series held by the person so executing such instrument and the amount and numbers of any Security or Securities for such series may also be proven in accordance with such reasonable rules and regulations as may be prescribed by the Trustee for such series or in any other manner which the Trustee for such series may deem sufficient.

(b) In the case of Registered Securities, the ownership of such Securities shall be proved by the Security register or by a certificate of the Security registrar.

Section 7.3 Holders to Be Treated as Owners.

The Issuer, the Guarantors, the Trustee and any agent of the Issuer, the Guarantors or the Trustee may deem and treat the person in whose name any Security shall be registered upon the Security register for such series as the absolute owner of such Security (whether or not such Security shall be overdue and notwithstanding any notation of ownership or other writing thereon) for the purpose of receiving payment of or on account of the principal of and, subject to the provisions of this Indenture, interest on such Security and for all other purposes; and neither the Issuer, the Guarantors nor the Trustee nor any agent of the Issuer, the Guarantors or the Trustee shall be affected by any notice to the contrary. The Issuer, the Guarantors, the Trustee and any agent of the Issuer, the Guarantors or the Trustee may treat the Holder of any Unregistered Security and the Holder of any Coupon as the absolute owner of such Unregistered Security or Coupon (whether

or not such Unregistered Security or Coupon shall be overdue) for the purpose of receiving payment thereof or on account thereof and for all other purposes and neither the Issuer, the Guarantors, the Trustee, nor any agent of the Issuer, the Guarantors or the Trustee shall be affected by any notice to the contrary. All such payments so made to any such person, or upon his order, shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Unregistered Security or Coupon.

Section 7.4 Securities Owned by Issuer or any Guarantor Deemed Not Outstanding.

In determining whether the Holders of the requisite aggregate principal amount of Outstanding Securities of any or all series have concurred in any direction, consent or waiver under this Indenture, Securities which are owned by the Issuer, any Guarantor or any other obligor on the Securities with respect to which such determination is being made or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer, a Guarantor or any other obligor on the Securities with respect to which such determination is being made shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver only Securities which the Trustee knows are so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to so act with respect to such Securities and that the pledgee is not the Issuer, any Guarantor or any other obligor upon the Securities or any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer, any Guarantor or any other obligor on the Securities. In case of a dispute as to such right, the advice of counsel shall be full protection in respect of any decision made by the Trustee in accordance with such advice. Upon request of the Trustee, the Issuer shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Securities, if any, known by the Issuer to be owned or held by or for the account of any of the above-described Persons; and, subject to Sections 6.1 and 6.2, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Securities not listed therein are Outstanding for the purpose of any such determination.

Section 7.5 Right of Revocation of Action Taken.

At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 7.1, of the taking of any action by the Holders of the percentage in aggregate principal amount of the securities of any or all series, as the case may be, specified in this Indenture in connection with such action, any Holder of a Security the serial number of which is shown by the evidence to be included among the serial numbers of the Securities the Holders of which have consented to such action may, by filing written notice at the Corporate Trust Office and upon proof of holding as provided in this Article, revoke such action so far as concerns such Security. Except as aforesaid, any such action taken by the Holder of any Security shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Security and of any Securities issued in exchange or substitution therefor or on registration of transfer thereof, irrespective of whether or not any notation in regard thereto is made upon any such Security. Any action taken by

the Holders of the percentage in aggregate principal amount of the Securities of any or all series, as the case may be, specified in this Indenture in connection with such action shall be conclusively binding upon the Issuer, the Guarantors, the Trustee and the Holders of all the Securities affected by such action.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 8.1 Supplemental Indentures Without Consent of Securityholders.

The Issuer and each Guarantor, when authorized by a resolution of their respective Boards of Directors (which resolution may provide general terms or parameters for such action and may provide that the specific terms of such action may be determined in accordance with or pursuant to an Issuer Order), and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act of 1939 as in force at the date of the execution thereof) for one or more of the following purposes:

(a) to convey, transfer, assign, mortgage or pledge to the Trustee as security for the Securities of one or more series any property or assets;

(b) to evidence the succession of another corporation to the Issuer or to a Guarantor, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Issuer or a Guarantor pursuant to Article IX;

(c) to add to the covenants of the Issuer or the Guarantors such further covenants, restrictions, conditions or provisions as the Issuer, the Guarantors and the Trustee shall consider to be for the protection of the Holders of Securities or Coupons, and to make the occurrence, or the occurrence and continuance, of a default in any such additional covenants, restrictions, conditions or provisions an Event of Default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth; provided that in respect of any such additional covenant, restriction, condition or provision such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such an Event of Default or may limit the remedies available to the Trustee upon such an Event of Default or may limit the right of the Holders of a majority in aggregate principal amount of the Securities of such series to waive such an Event of Default;

(d) to cure any ambiguity or to correct or supplement any provision contained herein, in any Security or in any Guarantee or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein, in any Security or in any Guarantee or in any supplemental indenture, or to make any other provisions as the Issuer

may deem necessary or desirable; provided that no such action shall adversely affect the interests of the Holders of the Securities, Coupons or Guarantees;

(e) to establish the form of terms or Securities of any series or of the Coupons appertaining to such Securities as permitted by Sections 2.1 and 2.3;

(f) to evidence and provide for the acceptance of appointment hereunder by a successor trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee, pursuant to the requirements of Section 6.8; or

(g) to add any Guarantor pursuant to Section 13.3 hereof or otherwise.

The Trustee is hereby authorized to join with the Issuer and the Guarantors in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer, assignment, mortgage or pledge of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed without the consent of the Holders of any of the Securities at the time outstanding, notwithstanding any of the provisions of Section 8.2.

Section 8.2 Supplemental Indentures With Consent of Securityholders.

With the consent (evidenced as provided in Article VII) of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of all series affected by such supplemental indenture (voting as one class), the Issuer and each Guarantor, when authorized by a resolution of their respective Boards of Directors (which resolution may provide general terms or parameters for such action and may provide that the specific terms of such action may be determined in accordance with or pursuant to an Issuer Order), and the Trustee may, from time to time and at any time, enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act of 1939 as in force at the date of execution thereof) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture, any Security or any Guarantee or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Securities of each such series or of the Coupons appertaining to such Securities; provided that no such supplemental indenture shall (a) extend the final maturity of any Security, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any amount payable on redemption thereof, or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon an acceleration of the maturity thereof pursuant to Section 5.1 or the amount thereof provable in bankruptcy pursuant to Section 5.2, or impair or affect the right of any

Securityholder to institute suit for payment thereof or, if the Securities provide therefor, any right of repayment at the option of the Securityholder, in each case without the consent of the Holder of each Security so affected, (b) reduce the aforesaid percentage of Securities of any series, the consent of the Holders of which is required for any such supplemental indenture, (c) modify the ranking or priority of any Security or any Guarantee in respect thereof of any Guarantor in any manner adverse to the Holders of such Security or (d) release any Guarantor from any of its obligations under its Guarantee or this Indenture otherwise than in accordance with this Indenture.

A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which has expressly been included solely for the benefit of one or more particular series of Securities, or which modifies the rights of Holders of Securities of such series, or of Coupons appertaining to such Securities, with respect to such covenant or provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series or of the Coupons appertaining to such Securities.

Upon the request of the Issuer and the Guarantors, accompanied by a copy of a resolution of their respective Boards of Directors (which resolution may provide general terms or parameters for such action and may provide that the specific terms of such action may be determined in accordance with or pursuant to an Issuer Order) certified by the secretary or an assistant secretary of the Issuer and the Guarantors authorizing the execution of any such supplemental indenture, and upon the filing with the Trustee of evidence of the consent of Securityholders as aforesaid and other documents, if any, required by Section 7.1, the Trustee shall join with the Issuer and the Guarantors in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture, the Guarantees or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Securityholders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Issuer, the Guarantors and the Trustee of any supplemental indenture pursuant to the provisions of this Section, the Trustee shall give notice thereof (i) to the Holders of then Outstanding Registered Securities of each series affected thereby, by mailing a notice thereof by first-class mail to such Holders at their addresses as they shall appear on the Security register, (ii) if any Unregistered Securities of a series affected thereby are then Outstanding, to the Holders thereof who have filed their names and addresses with the Trustee, by mailing a notice thereof by first-class mail to such Holders at such addresses as were so furnished to the Trustee and (iii) if any Unregistered Securities of a series affected thereby are then Outstanding, to all Holders thereof, by publication of a notice thereof at least once in an Authorized Newspaper in the Borough of Manhattan, The City of New York, and in each case such notice shall set forth in general terms the substance of such supplemental indenture. Any failure of the Issuer to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 8.3 Effect of Supplemental Indenture.

Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture, any Security and any Guarantee shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Indenture, any Security and any Guarantee of the Trustee, the Issuer, the Guarantors and the Holders of Securities of each series affected thereby shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture, any Security and any Guarantee for any and all purposes.

Section 8.4 Documents to Be Given to Trustee.

The Trustee, subject to the provisions of Sections 6.1 and 6.2, shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to this Article complies with the applicable provisions of this Indenture and that all conditions precedent therewith have been satisfied.

Section 8.5 Notation on Securities in Respect of Supplemental Indentures.

Securities of any series authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article may bear a notation in form approved by the Trustee for such series as to any matter provided for by such supplemental indenture or as to any action taken by Securityholders. If the Issuer or the Trustee shall so determine, new Securities of any series and replacement Guarantees so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may be prepared by the Issuer and the Guarantors, executed by the Issuer and authenticated and delivered by the Trustee in exchange for the Securities of such series then Outstanding, in the case of the Securities, and executed by the Guarantors and delivered by the Trustee in exchange for the Guarantees then outstanding, in the case of the Guarantees.

ARTICLE IX

CONSOLIDATION, MERGER, SALE OR CONVEYANCE

Section 9.1 Issuer May Consolidate, etc., on Certain Terms.

The Issuer covenants that it will not merge or consolidate with any other Person or sell or convey (including by way of lease) all or substantially all of its assets to any Person, unless (i) either the Issuer shall be the continuing corporation, or the successor corporation or the Person which acquires by sale or conveyance substantially all the assets of the Issuer (if other than the Issuer) shall be a corporation or entity organized under the laws of the United States of America or

any state thereof and shall expressly assume the due and punctual payment of the principal of and interest on all the Securities and Coupons, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed or observed by the Issuer, by supplemental indenture satisfactory to the Trustee, executed and delivered to the Trustee by such corporation or entity, and (ii) the Issuer, such Person or such successor corporation or entity, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition.

Section 9.2 Successor Issuer Substituted.

In case of any such consolidation, merger, sale or conveyance, and following such an assumption by the successor corporation, such successor corporation shall succeed to and be substituted for the Issuer, with the same effect as if it had been named herein. Such successor corporation may cause to be signed, and may issue either in its own name or in the name of the Issuer prior to such succession any or all of the Securities issuable hereunder which, together with any Coupons appertaining thereto, theretofore shall not have been signed by the Issuer and delivered to the Trustee; and, upon the order of such successor corporation instead of the Issuer and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities, together with any Coupons appertaining thereto, which previously shall have been signed and delivered by the officers of the Issuer to the Trustee for authentication, and any Securities, together with any Coupons appertaining thereto, which such successor corporation thereafter shall cause to be signed and delivered to the Trustee for that purpose. All of the Securities so issued, together with any Coupons appertaining thereto, shall in all respects have the same legal rank and benefit under this Indenture as the Securities and Coupons theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities and Coupons had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, lease or conveyance, such changes in phraseology and form (but not in substance) may be made in the Securities and Coupons thereafter to be issued as may be appropriate.

In the event of any such sale or conveyance (other than a conveyance by way of lease), the Issuer or any successor corporation which shall theretofore have become such in the manner described in this Article shall be discharged from all obligations and covenants under this Indenture and the Securities and may be liquidated and dissolved.

Section 9.3 Opinion of Counsel Delivered to Trustee.

The Trustee, subject to the provisions of Sections 6.1 and 6.2, may receive an Opinion of Counsel, prepared in accordance with Section 11.5, as conclusive evidence that any such consolidation, merger, sale, lease or conveyance, and any such assumption, and any such liquidation

or dissolution, complies with the applicable provisions of this Indenture and that all conditions precedent therewith have been satisfied.

ARTICLE X

SATISFACTION AND DISCHARGE OF INDENTURE; UNCLAIMED MONEYS

Section 10.1 Satisfaction and Discharge of Indenture.

(A) If at any time (a) the Issuer and/or the Guarantors shall have paid or caused to be paid the principal of and interest on all the Securities of any series Outstanding hereunder and all unmatured Coupons appertaining thereto (other than Securities of such series and Coupons appertaining thereto which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.9) as and when the same shall have become due and payable, or (b) the Issuer and/or the Guarantors shall have delivered to the Trustee for cancellation all Securities of any series theretofore authenticated and all unmatured Coupons appertaining thereto (other than any Securities of such series and Coupons appertaining thereto which shall have been destroyed, lost or stolen and which shall have been replaced or paid as provided in Section 2.9), or (c) in the case of any series of Securities where the exact amount of principal of and interest due on such Securities can be determined at the time of making the deposit referred to in clause (ii) below, (i) all the Securities of such series and all unmatured Coupons appertaining thereto not theretofore delivered to the Trustee for cancellation shall have become due and payable, or are by their terms to become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption, and (ii) the Issuer and/or the Guarantors shall have irrevocably deposited or caused to be deposited with the Trustee as trust funds the entire amount in cash (other than moneys repaid by the Trustee or any paying agent to the Issuer or any Guarantor in accordance with Section 10.4) or direct obligations of the United States of America, backed by its full faith and credit ("U.S. Government Obligations"), maturing as to principal and interest in such amounts and at such times as will insure the availability of cash, or a combination thereof, sufficient in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay (A) the principal and interest on all Securities of such series and Coupons appertaining thereto on each date that such principal or interest is due and payable and to pay the Trustee any and all amounts due the Trustee under Section 6.7 hereunder, and (B) any mandatory sinking fund payments on the dates on which such payments are due and payable in accordance with the terms of the Indenture and the Securities of such series, and if, in any such case, the Issuer and/or the Guarantors shall also pay or cause to be paid all other sums payable hereunder by the Issuer and/or the Guarantors with respect to Securities of such series, then this Indenture and the Guarantees shall cease to be of further effect with respect to Securities of such series (except as to (i) rights of registration of transfer and exchange of Securities of such series, and of Coupons appertaining thereto, and the Issuer's right of optional redemption, if any, (ii) substitution of mutilated, defaced, destroyed, lost or stolen Securities or Coupons, (iii) rights of Holders of Securities and Coupons appertaining thereto to receive payments of principal thereof and interest thereon, upon the original stated due dates therefor (but not upon acceleration), and remaining rights of the Holders to receive

mandatory sinking fund payments, if any, (iv) the rights (including the Trustee's rights under Section 10.5), obligations and immunities of the Trustee hereunder, (v) the rights of the Holders of Securities of such series and Coupons appertaining thereto as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them and (vi) the obligations of the Issuer under Section 3.2) and the Trustee, on demand of the Issuer accompanied by an Officers' Certificate and an Opinion of Counsel which complies with Section 11.5 and at the cost and expense of the Issuer and the Guarantors, shall execute proper instruments acknowledging such satisfaction of and discharging this Indenture and the Guarantees with respect to such series; provided that the rights of Holders of the Securities and Coupons to receive amounts in respect of principal of and interest on the Securities and Coupons held by them shall not be delayed longer than required by then-applicable mandatory rules or policies of any securities exchange upon which the Securities are listed. The Issuer and the Guarantors agree to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred and to compensate the Trustee for any services thereafter reasonably and properly rendered by the Trustee in connection with this Indenture, the Securities of such series or the Guarantees and to make any other payments due the Trustee under Section 6.7 hereunder.

(B) The following provisions shall apply to the Securities of each series unless specifically otherwise provided in a Board Resolution, Officers' Certificate or indenture supplemental hereto provided pursuant to Section 2.3. In addition to discharge of the Indenture and the Guarantees pursuant to the next preceding paragraph, in the case of any series of Securities the exact amounts of principal of and interest subsequently due on which can be determined at the time of making the deposit referred to in clause (a) below, the Issuer and the Guarantors shall be deemed to have paid and discharged the entire Indebtedness on all the Securities of such a series and the Coupons appertaining thereto on the 121st day after the date of the deposit referred to in clause (a) below, and the provisions of this Indenture with respect to the Securities of such series and Coupons appertaining thereto and the Guarantees shall no longer be in effect (except as to (i) rights of registration of transfer and exchange of Securities of such series, and of Coupons appertaining thereto, (ii) substitution of mutilated, defaced, destroyed, lost or stolen Securities or Coupons, (iii) rights of Holders of Securities and Coupons appertaining thereto to receive payments of principal thereof and interest thereon, upon the original stated due dates therefor (but not upon acceleration) and remaining rights of the Holders to receive sinking fund payments, if any, (iv) the rights (including the Trustee's rights under Section 10.5), obligations and immunities of the Trustee hereunder, (v) the rights of the Holders of Securities of such series and Coupons appertaining thereto as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them and (vi) the obligations of the Issuer under Section 3.2) and the Trustee, at the expense of the Issuer and the Guarantors, shall at the Issuer's and Guarantor's request, execute proper instruments acknowledging the same, if:

(a) with reference to this provision the Issuer and/or the Guarantors have irrevocably deposited or caused to be irrevocably deposited with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Securities of such series and Coupons appertaining thereto (i) cash in an amount or U.S. Government Obligations, maturing as to principal and interest at such times

and in such amounts as will insure the availability of cash, or (ii) a combination thereof, sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay (A) the principal and interest on all Securities of such series and Coupons appertaining thereto on the date that such principal or interest is due and payable and all amounts due the Trustee under Section 6.7 hereunder and (B) any mandatory sinking fund payments on the dates on which such payments are due and payable in accordance with the terms of the Indenture and the Securities of such series;

(b) such deposit will not result in a breach or violation of, or constitute a default under, any agreement or instrument to which the Issuer or a Guarantor is a party or by which the Issuer or a Guarantor is bound;

(c) the Issuer and each Guarantor has delivered to the Trustee an Officers' Certificate or an opinion of independent legal counsel satisfactory to the Trustee to the effect that Holders of the Securities of such series and Coupons appertaining thereto will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to Federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such deposit, defeasance and discharge had not occurred; and

(d) the Issuer and each Guarantor has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for relating to the defeasance contemplated by this provision have been complied with, and the Opinion of Counsel shall also state that such deposit does not violate applicable law.

Section 10.2 Application by Trustee of Funds Deposited for Payment of Securities.

Subject to Sections 6.7 and 10.4, all moneys deposited with the Trustee (or other trustee) pursuant to Section 10.1 shall be held in trust and applied by it to the payment, either directly or through any paying agent (including the Issuer acting as its own paying agent), to the Holders of the particular Securities of such series and of Coupons appertaining thereto for the payment or redemption of which such moneys have been deposited with the Trustee, of all sums due and to become due thereon for principal and interest; but such money need not be segregated from other funds except to the extent required by law.

Section 10.3 Repayment of Moneys Held by Paying Agent.

In connection with the satisfaction and discharge of this Indenture and the Guarantees with respect to Securities of any series, all moneys then held by any paying agent under the provisions of this Indenture with respect to such series of Securities shall, upon demand of the Issuer or the Guarantors, be repaid to the Issuer and the Guarantors or paid to the Trustee and thereupon such paying agent shall be released from all further liability with respect to such moneys.

Section 10.4 Return of Moneys Held by Trustee and Paying Agent Unclaimed for Two Years.

Any moneys deposited with or paid to the Trustee or any paying agent for the payment of the principal of or interest on any Security of any series or Coupons attached thereto and not applied but remaining unclaimed for two years after the date upon which such principal or interest shall have become due and payable shall, upon the written request of the Issuer or the Guarantors and unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property law, be repaid to the Issuer and the Guarantors by the Trustee for such series or such paying agent, and the Holder of the Securities of such series and of any Coupons appertaining thereto shall, unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property laws, thereafter look only to the Issuer and the Guarantors for any payment which such Holder may be entitled to collect, and all liability of the Trustee or any paying agent with respect to such moneys shall thereupon cease; provided, however, that the Trustee or such paying agent, before being required to make any such repayment with respect to moneys deposited with it for any payment (a) in respect of Registered Securities of any series, shall at the expense of the Issuer and the Guarantors, mail by first-class mail to Holders of such Securities at their addresses as they shall appear on the Security register, and (b) in respect of Unregistered Securities of any series, shall at the expense of the Issuer and the Guarantors cause to be published once, in an Authorized Newspaper in the Borough of Manhattan, The City of New York, notice, that such moneys remain and that, after a date specified therein, which shall not be less than 30 days from the date of such mailing or publication, any unclaimed balance of such money then remaining will be repaid to the Issuer and the Guarantors.

Section 10.5 Indemnity for U.S. Government Obligations.

The Issuer and the Guarantors shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 10.1 or the principal or interest received in respect of such obligations.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Incorporators, Stockholders, Officers and Directors of Issuer or any Guarantor Exempt from Individual Liability.

No recourse under or upon any obligation, covenant or agreement contained in this Indenture, in any Security or in any Guarantee, or because of any indebtedness evidenced thereby, shall be had against any incorporator, as such, or against any past, present or future stockholder, officer or director, as such, of the Issuer, any Guarantor or the Trustee or of any successor of any of them, either directly or through the Issuer, any Guarantor or the Trustee or any successor of any of them, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Securities and the Coupons appertaining thereto by

the Holders thereof and as part of the consideration for the issue of the Securities and the Coupons appertaining thereto.

Section 11.2 Provisions of Indenture for the Sole Benefit of Parties and Holders of Securities and Coupons.

Nothing in this Indenture, the Securities or the Coupons appertaining thereto or the Guarantees, expressed or implied, shall give or be construed to give to any Person, firm or corporation, other than the parties hereto and their successors and the Holders of the Securities or Coupons, if any, any legal or equitable right, remedy or claim under this Indenture or under any covenant or provision herein contained, all such covenants and provisions being for the sole benefit of the parties hereto and their successors and of the Holders of the Securities or Coupons, if any.

Section 11.3 Successors and Assigns of Issuer and Guarantors Bound by Indenture.

All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Issuer and Guarantors shall bind their successors and assigns, whether so expressed or not.

Section 11.4 Notices and Demands on Issuer, Guarantors, Trustee and Holders of Securities and Coupons.

Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders of Securities or Coupons to or on the Issuer and/or the Guarantors may be given or served by being deposited postage prepaid, first-class mail (except as otherwise specifically provided herein) addressed (until another address of the Issuer and the Guarantors is filed by the Issuer with the Trustee) to CBRL Group, Inc., 305 Hartmann Drive, Lebanon, Tennessee 37087, Attention: James F. Blackstock. Any notice, direction, request or demand by the Issuer, any Guarantor or any Holder of Securities or Coupons to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or made at Bankers Trust Company, Corporate Trust Administrative Services, 4 Albany Street, New York, New York 10006, Attention: Corporate Trust Administrative Services.

Where this Indenture provides for notice to Holders of Registered Securities, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder entitled thereto, at his last address as it appears in the Security register. In any case where notice to such Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case, by reason of the suspension of or irregularities in regular mail service, it shall be impracticable to mail notice to the Issuer and/or the Guarantors when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

Section 11.5 Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.

Upon any application or demand by the Issuer or any Guarantor to the Trustee to take any action under any of the provisions of this Indenture, the Issuer or such Guarantor shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with, except that in the case of any such application or demand as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or demand, no additional certificate or opinion need be furnished.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person making such certificate or opinion has read such covenant or condition, (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with and (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Any certificate, statement or opinion of an officer of the Issuer or any Guarantor may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous. Any certificate, statement or opinion of counsel may be based, insofar as it relates to factual matters or information with respect to which is in the possession of the Issuer or any Guarantor, upon the certificate, statement or opinion of or representations by an officer or officers of the Issuer or such Guarantor, unless such counsel knows that the certificate, statement or opinion or representations with respect to the matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

Any certificate, statement or opinion of an officer of the Issuer, any Guarantor or counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representations by an accountant or firm of accountants in the employ of the Issuer or such Guarantor, unless such officer or counsel, as the case may be, knows that the certificate or

opinion or representations with respect to the accounting matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

Any certificate or opinion of any independent firm of public accountants filed with and directed to the Trustee or any Guarantor shall contain a statement that such firm is independent.

Section 11.6 Payments Due on Saturdays, Sundays and Holidays.

If the date of maturity of interest on or principal of the Securities of any series or any Coupons appertaining thereto or the date fixed for redemption or repayment of any such Security or Coupon shall not be a Business Day, then payment of interest or principal need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 11.7 Conflict of Any Provision of Indenture with Trust Indenture Act of 1939.

If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision included in this Indenture which is required by the Trust Indenture Act of 1939, such required provision shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act of 1939 that may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or to be excluded, as the case may be.

Section 11.8 New York Law to Govern.

This Indenture, each Security and Coupon and each Guarantee shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of such State, except as may otherwise be required by mandatory provisions of law.

Section 11.9 Counterparts.

This Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 11.10 Effect of Headings.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

ARTICLE XII

REDEMPTION OF SECURITIES AND SINKING FUNDS

Section 12.1 Applicability of Article.

The provisions of this Article shall be applicable to the Securities of any series which are redeemable before their maturity or to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 2.3 for Securities of such series.

Section 12.2 Election to Redeem; Notice of Redemption; Partial Redemptions.

The election of the Issuer to redeem any Securities shall be evidenced by, or pursuant to, a Board Resolution which shall identify the Securities to be redeemed. In the case of any redemption at the election of the Issuer of the Securities of any series with the same issue date, interest rate and stated maturity, the Issuer shall, at least 60 days prior to the redemption date fixed by the Issuer (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of the principal amount of securities of such series to be redeemed. Notice of redemption to the Holders of Registered Securities of any series to be redeemed as a whole or in part at the option of the Issuer shall be given by mailing notice of such redemption by first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to such Holders of Securities of such series at their last addresses as they shall appear upon the registry books. Notice of redemption to the Holders of Unregistered Securities to be redeemed as a whole or in part, who have filed their names and addresses with the Trustee, shall be given by mailing notice of such redemption, by first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption, to such Holders at such addresses as were so furnished to the Trustee (and, in the case of any such notice given by the Issuer, the Trustee shall make such information available to the Issuer for such purpose). Notice of redemption to all other Holders of Unregistered Securities shall be published in an Authorized Newspaper in the Borough of Manhattan, The City of New York, once in each of three successive calendar weeks, the first publication to be not less than 30 days nor more than 60 days prior to the date fixed for redemption. Any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice. Failure to give notice by mail, or any defect in the notice to the Holder of any Security of a series designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other Security of such series.

The notice of redemption to the Trustee and to each such Holder shall specify the principal amount of each Security of such series held by such Holder to be redeemed, the date fixed for redemption, the redemption price, the amount of accrued interest, if any, the place or places of payment, that payment will be made upon presentation and surrender of such Securities and, in the case of Securities with Coupons attached thereto, of all Coupons appertaining thereto maturing after the date fixed for redemption, that such redemption is pursuant to the mandatory or optional sinking fund, or both, if such be the case, that interest accrued to the date fixed for redemption will be paid as specified in such notice and that on and after said date interest thereon or on the portions thereof

to be redeemed will cease to accrue. In case any Security of a series is to be redeemed in part, only the notice of redemption shall state the portion of the principal amount thereof to be redeemed and shall state that on and after the date fixed for redemption, upon surrender of such Security, a new Security or Securities of such series in principal amount equal to the unredeemed portion thereof will be issued.

The notice of redemption of Securities of any series to be redeemed at the option of the Issuer shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer.

On or before the redemption date specified in the notice of redemption given as provided in this Section, the Issuer will deposit with the Trustee or with one or more paying agents (or, if the Issuer is acting as its own paying agent, set aside, segregate and hold in trust as provided in Section 3.3) an amount of money sufficient to redeem on the redemption date all the Securities of such series so called for redemption at the appropriate redemption price, together with accrued interest to the date fixed for redemption. If less than all the Outstanding Securities of a series are to be redeemed at the election of the Issuer, the Issuer will deliver to the Trustee at least 60 days prior to the date fixed for redemption (unless a shorter notice shall be satisfactory to the Trustee) an Officers' Certificate stating the aggregate principal amount of Securities to be redeemed. In case of a redemption at the election of the Issuer prior to the expiration of any restriction on such redemption, the Issuer shall deliver to the Trustee, prior to the giving of any notice of redemption to Holders pursuant to this Section, an Officers' Certificate stating that such restriction has been complied with.

If less than all the Securities of any series with the same issue date, interest rate and stated maturity are to be redeemed, the Trustee shall select by lot or in such manner as it shall deem appropriate and fair (which may provide for the selection for redemption of portions of the principal amount of Registered Securities of such series), the particular Securities of such Series to be redeemed. Securities may be redeemed in part in multiples equal to the minimum authorized denomination for Securities of such series or any multiple thereof. The Trustee shall promptly notify the Issuer in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed. For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Security which has been or is to be redeemed.

Section 12.3 Payment of Securities Called for Redemption.

If notice of redemption has been given as provided above, the Securities or portions of Securities specified in such notice shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after said date (unless the Issuer shall default in the payment of such Securities at the redemption price, together with interest accrued to said date) interest on the Securities or portions of Securities so called for redemption shall cease to accrue, and the unmatured

Coupons, if any, appertaining thereto shall be void, and, except as provided in Sections 6.5 and 10.4, such Securities shall cease from and after the date fixed for redemption to be entitled to any benefit or security under this Indenture, and the Holders thereof shall have no right in respect of such Securities except the right to receive the redemption price thereof and unpaid interest to the date fixed for redemption. On presentation and surrender of such Securities at a place of payment specified in said notice, together with all Coupons, if any, appertaining thereto maturing after the date fixed for redemption, said Securities or the specified portions thereof shall be paid and redeemed by the Issuer at the applicable redemption price, together with interest accrued thereon to the date fixed for redemption; provided that payment of interest becoming due on or prior to the date fixed for redemption shall be payable in the case of Securities with Coupons attached thereto, to the Holders of the Coupons for such interest upon surrender thereof, and in the case of Registered Securities, to the Holders of such Registered Securities registered as such on the relevant record date subject to the terms and provisions of Sections 2.3 and 2.7 hereof.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the date fixed for redemption at the rate of interest or Yield to Maturity (in the case of an Original Issue Discount Security) borne by such Security.

If any Security with Coupons attached thereto is surrendered for redemption and is not accompanied by all appurtenant Coupons maturing after the date fixed for redemption, the surrender of such missing Coupon or Coupons may be waived by the Issuer and the Trustee, if there be furnished to each of them such security or indemnity as they may require to save each of them harmless.

Upon presentation of any Security redeemed in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to or on the order of the Holder thereof, at the expense of the Issuer, a new Security or Securities of such series, of authorized denominations, in principal amount equal to the unredeemed portion of the Security so presented.

Section 12.4 Exclusion of Certain Securities from Eligibility for Selection for Redemption.

Securities shall be excluded from eligibility for selection for redemption if they are identified by registration and certificate number in an Officers' Certificate delivered to the Trustee at least 40 days prior to the last date on which notice of redemption may be given as being owned of record and beneficially by, and not pledged or hypothecated by either (a) the Issuer or (b) an entity specifically identified in such written statement as directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer.

Section 12.5 Mandatory and Optional Sinking Funds.

The minimum amount of any sinking fund payment provided for by the terms of the Securities of any series is herein referred to as a "mandatory sinking fund payment", and any payment in excess of such minimum amount provided for by the terms of the Securities of any series

is herein referred to as an "optional sinking fund payment". The date on which a sinking fund payment is to be made is herein referred to as the "sinking fund payment date".

In lieu of making all or any part of any mandatory sinking fund payment with respect to any series of Securities in cash, the Issuer may at its option (a) deliver to the Trustee Securities of such series theretofore purchased or otherwise acquired (except upon redemption pursuant to the mandatory sinking fund) by the Issuer or receive credit for Securities of such series (not previously so credited) theretofore purchased or otherwise acquired (except as aforesaid) by the Issuer and delivered to the Trustee for cancellation pursuant to Section 2.10, (b) receive credit for optional sinking fund payments (not previously so credited) made pursuant to this Section or (c) receive credit for Securities of such series (not previously so credited) redeemed by the Issuer through any optional redemption provision contained in the terms of such series. Securities so delivered or credited shall be received or credited by the Trustee at the sinking fund redemption price specified in such Securities.

On or before the 60th day next preceding each sinking fund payment date for any series, the Issuer will deliver to the Trustee an Officers' Certificate (which need not contain the statements required by Section 11.5) (a) specifying the portion of the mandatory sinking fund payment to be satisfied by payment of cash and the portion to be satisfied by credit of Securities of such series and the basis for such credit, (b) stating that none of the Securities of such series has theretofore been so credited, (c) stating that no defaults in the payment of interest or Events of Default with respect to such series have occurred (which have not been waived or cured) and are continuing and (d) stating whether or not the Issuer intends to exercise its right to make an optional sinking fund payment with respect to such series and, if so, specifying the amount of such optional sinking fund payment which the Issuer intends to pay on or before the next succeeding sinking fund payment date. Any Securities of such series to be credited and required to be delivered to the Trustee in order for the Issuer to be entitled to credit therefor as aforesaid which have not theretofore been delivered to the Trustee shall be delivered for cancellation pursuant to Section 2.10 to the Trustee with such Officers' Certificate (or reasonably promptly thereafter if acceptable to the Trustee). Such Officers' Certificate shall be irrevocable and upon its receipt by the Trustee the Issuer shall become unconditionally obligated to make all the cash payments or payments therein referred to, if any, on or before the next succeeding sinking fund payment date. Failure of the Issuer, on or before any such 60th day, to deliver such Officers' Certificate and Securities specified in this paragraph, if any, shall not constitute a default but shall constitute, on and as of such date, the irrevocable election of the Issuer (i) that the mandatory sinking fund payment for such series due on the next succeeding sinking fund payment date shall be paid entirely in cash without the option to deliver or credit Securities of such series in respect thereof and (ii) that the Issuer will make no optional sinking fund payment with respect to such series as provided in this Section.

If the sinking fund payment or payments (mandatory or optional or both) to be made in cash on the next succeeding sinking fund payment date plus any unused balance of any preceding sinking fund payments made in cash shall exceed $50,000 (or a lesser sum if the Issuer shall so request) with respect to the Securities of any particular series, such cash shall be applied on the next succeeding sinking

fund payment date to the redemption of Securities of such series at the sinking fund redemption price together with accrued interest to the date fixed for redemption. If such amount shall be $50,000 or less and the Issuer makes no such request then it shall be carried over until a sum in excess of $50,000 is available. The Trustee shall select, in the manner provided in Section 12.2, for redemption on such sinking fund payment date a sufficient principal amount of Securities of such series to absorb said cash, as nearly as may be, and shall (if requested in writing by the Issuer) inform the Issuer of the serial numbers of the Securities of such series (or portions thereof) so selected. Securities shall be excluded from eligibility for redemption under this Section if they are identified by registration and certificate number in an Officers' Certificate delivered to the Trustee at least 60 days prior to the sinking fund payment date as being owned of record and beneficially by, and not pledged or hypothecated by either (a) the Issuer or (b) an entity specifically identified in such Officers' Certificate as directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer. The Trustee, in the name and at the expense of the Issuer (or the Issuer, if it shall so request the Trustee in writing) shall cause notice of redemption of the Securities of such series to be given in substantially the manner provided in Section 12.2 (and with the effect provided in Section 12.3) for the redemption of Securities of such series in part at the option of the Issuer. The amount of any sinking fund payments not so applied or allocated to the redemption of Securities of such series shall be added to the next cash sinking fund payment for such series and, together with such payment, shall be applied in accordance with the provisions of this Section. Any and all sinking fund moneys held on the stated maturity date of the Securities of any particular series (or earlier, if such maturity is accelerated), which are not held for the payment or redemption of particular Securities of such series shall be applied, together with other moneys, if necessary, sufficient for the purpose, to the payment of the principal of, and interest on, the Securities of such series at maturity.

On or before each sinking fund payment date, the Issuer shall pay to the Trustee in cash or shall otherwise provide for the payment of all interest accrued to the date fixed for redemption on Securities to be redeemed on the next following sinking fund payment date.

The Trustee shall not redeem or cause to be redeemed any Securities of a series with sinking fund moneys or mail any notice of redemption of Securities for such series by operation of the sinking fund during the continuance of a default in payment of interest on such Securities or of any Event of Default except that, where the mailing of notice of redemption of any Securities shall theretofore have been made, the Trustee shall redeem or cause to be redeemed such Securities; provided that it shall have received from the Issuer a sum sufficient for such redemption. Except as aforesaid, any moneys in the sinking fund for such series at the time when any such default or Event of Default shall occur, and any moneys thereafter paid into the sinking fund, shall, during the continuance of such default or Event of Default, be deemed to have been collected under Article V and held for the payment of all such Securities. In case such Event of Default shall have been waived as provided in Section 5.10 or the default cured on or before the sixteenth day preceding the sinking fund payment date in any year, such moneys shall thereafter be applied on the next succeeding sinking fund payment date in accordance with this Section to the redemption of such Securities.

ARTICLE XIII

GUARANTEES

Section 13.1 Unconditional Guarantee.

Each Guarantor hereby jointly and severally fully and unconditionally guarantees to each Holder of a Security authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Securities or the obligations of the Issuer or any other Guarantor to the Holders or the Trustee hereunder or thereunder, that: (a) the principal of, premium, if any, and interest on the Securities will be duly and punctually paid in full when due, whether at maturity, upon redemption, by acceleration or otherwise, and interest on the overdue principal and (to the extent permitted by law) interest, if any, on the Securities and all other obligations of the Issuer and the Guarantors to the Holders or the Trustee hereunder or thereunder (including, but not limited to, fees, expenses and all other obligations set forth in Section 6.7) and all other Indenture Obligations will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Securities or any of such other Indenture Obligations, the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed, or failing performance of any other obligation of the Issuer to the Holders, for whatever reason, each Guarantor shall be obligated to pay, or to perform or cause the performance of, the same immediately. An Event of Default under this Indenture or the Securities shall constitute an event of default under the Guarantees, and shall entitle the Holders of Securities to accelerate the obligations of the Guarantors hereunder in the same manner and to the same extent as the obligations of the Issuer.

Each Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Securities or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Securities with respect to any provisions hereof or thereof, any release of any other Guarantor, the recovery of any judgment against the Issuer, any action to enforce the same, whether or not a Guarantee is affixed to any particular Security, or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

Each Guarantor hereby waives the benefit of diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that its Guarantee shall not be discharged except by complete performance of the obligations contained in the Securities, this Indenture and its Guarantee. The Guarantee is a guarantee of payment and not of collection. If any Holder or the Trustee is required by any court or otherwise to return to the Issuer or to any Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or such Guarantor, any amount paid by the Issuer or such Guarantor to the Trustee or such Holder, the Guarantee, to the extent theretofore discharged,

shall be reinstated in full force and effect. Each Guarantor further agrees that, as between it, on the one hand, and the Holders of Securities and the Trustee, on the other hand, (a) subject to this Article XIII, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article V hereof for the purposes of the Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby or thereby, and (b) in the event of any acceleration of such obligations as provided in Article V hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of its Guarantee.

Section 13.2 Execution and Delivery of Guarantee.

To further evidence the Guarantee set forth in Section 13.1, each Guarantor hereby agrees that a notation of such Guarantee shall be endorsed on each Security authenticated and delivered by the Trustee and executed by either manual or facsimile signature of an officer of each Guarantor.

Each of the Guarantors hereby agrees that its Guarantee set forth in Section 13.1 shall remain in full force and effect notwithstanding any failure to endorse on each Security a notation of such Guarantee.

If an officer of a Guarantor whose signature is on this Indenture or a Guarantee no longer holds that office at the time the Trustee authenticates such Security or at any time thereafter, such Guarantor's Guarantee of such Security shall be valid nevertheless.

The delivery of any Security by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of any Guarantee set forth in this Indenture on behalf of each Guarantor.

Section 13.3 Additional Guarantors.

Any Person that becomes a Subsidiary after the date of this Indenture shall become a Guarantor by executing and delivering to the Trustee (a) a supplemental indenture, which subjects such Person to the provisions (including the representations and warranties) of this Indenture as a Guarantor, and (b) an Opinion of Counsel to the effect that such supplemental indenture has been duly authorized and executed by such Person and constitutes the legal, valid and binding obligation of such Person (subject to such customary assumptions and exceptions as may be acceptable to the Trustee in its reasonable discretion).

Section 13.4 Release of a Guarantor.

Upon the sale, exchange, transfer or other disposition (by merger or otherwise), other than a lease, of a Guarantor of all of the capital stock of such Guarantor or all, or substantially all, the assets of such Guarantor, to any Person that is not an Affiliate of the Issuer, and which sale or other disposition is otherwise in compliance with the terms of this Indenture, such Guarantor shall

be deemed automatically and unconditionally released and discharged from all obligations under this Article XIII without any further action required on the part of the Trustee or any Holder. The Trustee shall deliver an appropriate instrument evidencing such release upon receipt of a request of the Issuer accompanied by an Officers' Certificate certifying as to the compliance with this Section 13.4 and directing the Trustee to execute and deliver such release. Any Guarantor not so released will remain liable for the full amount of principal of, premium, if any, and interest on the Securities as provided in this Article XIII.

Section 13.5 Waiver of Subrogation.

Until this Indenture is discharged and all of the Securities are discharged and paid in full, each Guarantor hereby irrevocably waives and agrees not to exercise any claim or other rights which it may now or hereafter acquire against the Issuer that arise from the existence, payment, performance or enforcement of the Issuer's obligations under the Securities or this Indenture and such Guarantor's obligations under its Guarantee and this Indenture, in any such instance, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, and any right to participate in any claim or remedy against the Issuer, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Issuer, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to any Guarantor in violation of the preceding sentence and any amounts owing to the Trustee or the Holders of Securities under the Securities, this Indenture, or any other document or instrument delivered under or in connection with such agreements or instruments, shall not have been paid in full, such amount shall have been deemed to have been paid to such Guarantor for the benefit of, and held in trust for the benefit of, the Holders of the Securities, and shall forthwith be paid to the Trustee for the benefit of such Holders to be credited and applied to the Securities, whether matured or unmatured, in accordance with the terms of this Indenture. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the waiver set forth in this Section 13.5 is knowingly made in contemplation of such benefits.

Section 13.6 Reliance on Judicial Order or Certificate of Liquidating Agent Regarding Dissolution, etc. of Guarantors.

Upon any payment or distribution of assets of any Guarantor referred to in this Article XIII, the Trustee, subject to the provisions of Section 6.1, and the Holders, shall be entitled to rely upon any order or decree entered by any court of competent jurisdiction in which such insolvency, bankruptcy, receivership, liquidation, reorganization, dissolution, winding-up or similar case or proceeding is pending, or a certificate of the trustee in bankruptcy, receiver, liquidating trustee, custodian, assignee for the benefit of creditors, agent or other Person making such payment or distribution, delivered to the Trustee or to the Holders, for the purpose of ascertaining the persons entitled to participate in such payment or distribution, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article

XIII; provided, however, that the foregoing shall apply only if such court has been fully apprised of the provisions of this Article XIII.

Section 13.7 Article XIII Applicable to Paying Agents.

In case at any time any paying agent other than the Trustee shall have been appointed by the Issuer and be then acting hereunder, the term "Trustee" as used in this Article XIII shall in such case (unless the context otherwise requires) be construed as extending to and including such paying agent within its meaning as fully for all intents and purposes as if such paying agent were named in this Article XIII in addition to or in place of the Trustee.

Section 13.8 No Suspension of Remedies.

Nothing contained in this Article XIII shall limit the right of the Trustee or the Holders of Securities to take any action to accelerate the maturity of the Securities pursuant to Article V or to pursue any rights or remedies hereunder or under applicable law.

Section 13.9 Limitation of Guarantor's Liability.

Each Guarantor and by its acceptance hereof each Holder, hereby confirms that it is the intention of all such parties that the Guarantee by such Guarantor will not constitute a fraudulent transfer or conveyance for purposes of bankruptcy law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar Federal or state law. To effectuate the foregoing intention, the Holders and such Guarantor hereby irrevocably agree that the obligations of such Guarantor under its Guarantee shall be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor, and after giving effect to any collections from or payments made by or on behalf of, any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under this Article XIII, will result in the obligations of such Guarantor under its Guarantee not constituting such fraudulent transfer or conveyance.

Section 13.10 Contribution from Other Guarantors.

Each Guarantor that makes a payment or distribution under its Guarantee shall be entitled to a contribution from each other Guarantor in a pro rata amount based on the net assets of each Guarantor, determined in accordance with GAAP.

Section 13.11 Obligations Reinstated.

The obligations of each Guarantor hereunder shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment which would otherwise have reduced the obligations of any Guarantor hereunder (whether such payment shall have been made by or on behalf of the Issuer or by or on behalf of a Guarantor) is rescinded or reclaimed from any of the Holders upon the insolvency, bankruptcy, liquidation or reorganization of the Issuer or any

Guarantor or otherwise, all as though such payment had not been made. If demand for, or acceleration of the time for, payment by the Issuer is stayed upon the insolvency, bankruptcy, liquidation or reorganization of the Issuer, all such Indebtedness otherwise subject to demand for payment or acceleration shall nonetheless be payable by each Guarantor as provided herein.

Section 13.12 No Obligation To Take Action Against the Issuer.

Neither the Trustee nor any other Person shall have any obligation to enforce or exhaust any rights or remedies or to take any other steps under any security for the Indenture Obligations or against the Issuer or any other Person or any property of the Issuer or any other Person before the Trustee is entitled to demand payment and performance by any or all Guarantors of their liabilities and obligations under their Guarantees or under this Indenture.

Section 13.13 Dealing with the Issuer and Others.

The Holders, without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations and liabilities of any Guarantor hereunder and without the consent of or notice to any Guarantor, may:

(a) grant time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to the Issuer or any other Person;

(b) take or abstain from taking security or collateral from the Issuer or from perfecting security or collateral of the Issuer;

(c) release, discharge, compromise, realize, enforce or otherwise deal with or do any act or thing in respect of (with or without consideration) any and all collateral, mortgages or other security given by the Issuer or any third party with respect to the obligations or matters contemplated by this Indenture or the Securities;

(d) accept compromises or arrangements from the Issuer;

(e) apply all moneys at any time received from the Issuer or from any security upon such part of the Indenture Obligations as the Holders may see fit or change any such application in whole or in part from time to time as the Holders may see fit; and

(f) otherwise deal with, or waive or modify their right to deal with, the Issuer and all other Persons and any security as the Holders or the Trustee may see fit.

Section 13.14 Guarantee Forms.

The Guarantees shall be substantially in such form (not inconsistent with this Indenture) as shall be established by or pursuant to one or more Board Resolutions (as set forth in a Board Resolution or, to the extent established pursuant to rather than set forth in a Board

Resolution, an Officers' Certificate detailing such establishment) or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto, or with any rules of any securities exchange or to conform to general usage, all as may be determined by the officers executing such Guarantees, as evidenced by their execution of such Guarantees.

The Guarantees shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Guarantees, as evidenced by their execution of such Guarantees.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

CBRL GROUP, INC.

By: _____
Name:
Title:

CRACKER BARREL OLD COUNTRY STORE, INC.

By: _____
Name:
Title:

LOGAN'S ROADHOUSE, INC.

By: _____
Name:
Title:

ROCKING CHAIR, INC.

By: _____
Name:
Title:

CPM MERGER CORPORATION

By: _____
Name:
Title:

CBOCS WEST, INC.

By:

Name:
Title:

CBOCS DISTRIBUTION, INC.

By:

Name:
Title:

CBOCS MICHIGAN, INC.

By:

Name:
Title:

CBOCS SIERRA, INC.

By:

Name:
Title:

BANKERS TRUST COMPANY,
as Trustee

By:

Name:
Title:

EXHIBIT A

List of Guarantors

CRACKER BARREL OLD COUNTRY STORE, INC.
LOGAN'S ROADHOUSE, INC.
ROCKING CHAIR, INC.
CPM MERGER CORPORATION
CBOCS DISTRIBUTION, INC.
CBOCS MICHIGAN, INC.
CBOCS SIERRA, INC.

EXHIBIT 5

Susan B. Zaunbrecher, Esq.
zaunbrec@dinslaw.com
(513) 977-8171

June 28, 1999

CBRL Group, Inc.
305 Hartmann Drive
Lebanon, Tennessee 37087

Dear Ladies and Gentlemen:

We have acted as counsel to CBRL Group, Inc., a Tennessee corporation (the "Company"), in connection with the Registration Statement on Form S-3 (together with all amendments thereto, the "Registration Statement"), filed by the Company under the Securities Act of 1933, as amended (the "Act"), with the Securities and Exchange Commission (the "Commission"), relating to the proposed sale of $150,000,000 principal amount of Debt Securities (the "Securities") of the Company. We have examined the Registration Statement, and we have reviewed such other documents and have made such further investigations as we have deemed necessary to enable us to express the opinion hereinafter set forth.

We hereby advise you that in our opinion, when the Registration Statement becomes effective under the Act, the indenture related to the Notes (the "Indenture") has been duly authorized, executed and delivered and the Securities have been duly executed and authenticated in accordance with the Indenture and issued and sold as contemplated in the Registration Statement, the Securities will constitute valid and legally binding obligations of the Company, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws relating to or affecting creditors' rights and to general equity principles.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us under the caption "Legal Opinions" in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

DINSMORE & SHOHL LLP

/s/ Susan B. Zaunbrecher
Susan B. Zaunbrecher

EXHIBIT 12

RATIO OF EARNINGS TO FIXED CHARGES

	HISTORICAL						
	FISCAL YEAR ENDED					NINE MONTHS ENDED	
	JULY 29, 1994	JULY 28, 1995	AUGUST 2, 1996	AUGUST 1, 1997	JULY 31, 1998	MAY 1, 1998	APRIL 30, 1999
EARNINGS AS DEFINED							
Income before income taxes and change in accounting principle	90,568	105,333	102,380	137,457	164,730	108,787	92,191
Fixed charges, excluding capitalized interest	4,947	4,190	4,668	7,072	8,719	6,368	10,363
Total Earnings as Defined	95,515	109,523	107,048	144,529	173,449	115,155	102,554
Interest expense (including capitalized interest)	3,670	2,795	2,379	4,182	4,981	3,708	6,546
1/3 of rental expense	2,811	3,467	4,299	4,983	5,693	4,209	5,078
Total Fixed Charges as Defined	6,481	6,262	6,678	9,165	10,674	7,917	11,624
Ratio of Earnings to Fixed Charges	14.7	17.5	16.0	15.8	16.2	14.6	8.8

	PRO FORMA AS ADJUSTED	
	FISCAL YEAR ENDED	NINE MONTHS ENDED
	JULY 31, 1998	APRIL 30, 1999
Income before income taxes and change in accounting principle	159,750	89,600
Fixed charges, excluding capitalized interest	22,163	17,626
Total Earnings as Defined	181,913	107,226
Interest expense (including capitalized interest)	18,425	13,749
1/3 of rental expense	5,693	5,078
Total Fixed Charges as Defined	24,118	18,827
Ratio of Earnings to Fixed Charges	7.5	5.7

Note: Earnings used to complete this ratio are before income taxes and before fixed charges (excluding interest) capitalized during the period). Fixed charges consist of interest, whether or not capitalized, amortization of debt discount and expense, and one-third of all rent expense for operating leases (considered representative of the interest factor).

EXHIBIT 15

LETTER REGARDING UNAUDITED INTERIM FINANCIAL INFORMATION

CBRL Group, Inc.
Hartmann Drive
Lebanon, Tennessee 37088-0787

We have made a review, in accordance with standards established by the American Institute of Certified Public Accountants, of the unaudited interim financial information of CBRL Group, Inc. (formerly Cracker Barrel Old Country Store, Inc.) and subsidiaries for the quarters ended April 30, 1999 and May 1, 1998, as indicated in our report dated June 4, 1999; because we did not perform an audit, we expressed no opinion on that information.

We are aware that our report referred to above, which was included in your Quarterly Report on Form 10-Q for the quarter ended April 30, 1999, is being used in this Registration Statement.

We also are aware that the aforementioned report, pursuant to Rule 436(c) under the Securities Act of 1933, is not considered a part of the Registration Statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

DELOITTE & TOUCHE LLP

Nashville, Tennessee
July 1, 1999

EXHIBIT 23.1

INDEPENDENT AUDITOR'S CONSENT

We consent to the incorporation by reference in this Amendment No. 1 to Registration Statement No. 333-74363 of CBRL Group, Inc. (formerly Cracker Barrel Old Country Store, Inc.) on Form S-3 of our report dated September 9, 1998, appearing in and incorporated by reference in the Annual Report on Form 10-K of Cracker Barrel Old Country Store, Inc. for the year ended July 31, 1998 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

DELOITTE & TOUCHE LLP

Nashville, Tennessee
July 1, 1999

EXHIBIT 23.2

ACCOUNTANTS' CONSENT

The Board of Directors
Logan's Roadhouse, Inc.:

We consent to the incorporation by reference in the registration statement (No. 333-74363) on Amendment No. 1 to Form S-3 of CBRL Group, Inc. of our report dated January 27, 1999, except as to note 12 which is as of February 16, 1999, with respect to the balance sheets of Logan's Roadhouse, Inc. as of December 27, 1998 and December 28, 1997, and the related statements of earnings, shareholders' equity, and cash flows for each of the years in the three-year period ended December 27, 1998, which report appears in the Form 8-K/A of CBRL Group, Inc. dated June 25, 1999, and to the reference to our firm under the heading "Experts" in the Prospectus.

/s/ KPMG LLP

KPMG LLP

Nashville, Tennessee
June 28, 1999

EXHIBIT 24.1

POWERS OF ATTORNEY

Know all men by these presents, that each person whose signature appears below constitutes and appoints James F. Blackstock as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities (including his capacity as a director or officer of CBRL Group, Inc. or any of its subsidiaries) to sign any and all amendments and post-effective amendments to this Registration Statement (including registration statements filed pursuant to Rule 462(b) under the Securities Act of 1933 and all amendments thereto) and to file the same, with all exhibits hereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute, may lawfully do or cause to be done by virtue thereof.

Signature:	Date:
/s/ Dr. James C. Bradshaw - ---------- Dr. James C. Bradshaw	June 24, 1999
/s/ Robert V. Dale - ---------- Robert V. Dale	July 2, 1999
/s/ Dan W. Evins - ---------- Dan W. Evins	June 28, 1999
/s/ Edgar W. Evins - ---------- Edgar W. Evins	July 2, 1999
/s/ William D. Heydel - ---------- William D. Heydel	July 2, 1999
/s/ Robert C. Hilton - ---------- Robert C. Hilton	July 2, 1999
/s/ Charles E. Jones, Jr. - ---------- Charles E. Jones, Jr.	June 29, 1999
/s/ Charles T. Lowe, Jr. - ---------- Charles T. Lowe, Jr.	June 28, 1999

/s/ B.F. "Jack" Lowery — July 2, 1999
B.F. "Jack" Lowery

/s/ Dr. Gordon L. Miller — July 2, 1999
Dr. Gordon L. Miller

/s/ Martha M. Mitchell — July 2, 1999
Martha M. Mitchell

/s/ Jimmie D. White — July 2, 1999
Jimmie D. White

/s/ Michael P. Donahoe — July 2, 1999
Michael P. Donahoe

/s/ Michael A. Woodhouse — July 2, 1999
Michael A. Woodhouse

/s/ Thomas J. Thornton, Jr. — June 23, 1999
Thomas J. Thornton, Jr.

/s/ Bruce A. Hallums — July 2, 1999
Bruce A. Hallums

/s/ Robert J. Williams — July 2, 1999
Robert J. Williams

/s/ Edward J. Jones — June 24, 1999
Edward J. Jones

/s/ Richard F. Klumpp — June 24, 1999
Richard F. Klumpp

/s/ Richard K. Arras — June 24, 1999
Richard K. Arras

/s/ Patrick Scruggs — July 2, 1999
Patrick Scruggs

/s/ Jonathan C. Sleik — July 2, 1999
Jonathan C. Sleik

/s/ Richard G. Parsons — July 2, 1999
Richard G. Parsons

/s/ Michael Zylstra July 2, 1999
- ------------------------------
Michael Zylstra

/s/ Edwin W. Moats, Jr. July 2, 1999
- ------------------------------
Edwin W. Moats, Jr.

/s/ David J. McDaniel July 2, 1999
- ------------------------------
David J. McDaniel

UNITED STATES EXHIBIT 25
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

BANKERS TRUST COMPANY
(Exact name of trustee as specified in its charter)

NEW YORK (Jurisdiction of Incorporation or organization if not a U.S. national bank)	13-4941247 (I.R.S. Employer Identification no.)
FOUR ALBANY STREET NEW YORK, NEW YORK (Address of principal executive offices)	10006 (Zip Code)

BANKERS TRUST COMPANY
LEGAL DEPARTMENT
130 LIBERTY STREET, 31ST FLOOR
NEW YORK, NEW YORK 10006
(212) 250-2201
(Name, address and telephone number of agent for service)

CBRL GROUP, INC.
(Exact name of Registrant as specified in its charter)

TENNESSEE (State or other jurisdiction of Incorporation or organization)	62-1749513 (IRS employer Identification no.)

305 HARTMANN DRIVE
LEBANON, TENNESSEE 37087
(ADDRESS, INCLUDING ZIP CODE
OF PRINCIPAL EXECUTIVE OFFICES)

$250,000,000 DEBT SECURITIES
(Title of the securities)

ITEM 1. GENERAL INFORMATION.

Furnish the following information as to the trustee.

(a) Name and address of each examining or supervising authority to which it is subject.

NAME	ADDRESS
Federal Reserve Bank (2nd District)	New York, NY
Federal Deposit Insurance Corporation	Washington, D.C.
New York State Banking Department	Albany, NY

(b) Whether it is authorized to exercise corporate trust powers.
Yes.

ITEM 2. AFFILIATIONS WITH OBLIGOR.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

None.

ITEM 3.-15. NOT APPLICABLE

ITEM 16. LIST OF EXHIBITS.

EXHIBIT 1 - Restated Organization Certificate of Bankers Trust Company dated August 7, 1990, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated June 21, 1995 - Incorporated herein by reference to Exhibit 1 filed with Form T-1 Statement, Registration No. 33-65171, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated March 20, 1996, incorporated by referenced to Exhibit 1 filed with Form T-1 Statement, Registration No. 333-25843 and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated June 19, 1997, copy attached.

EXHIBIT 2 - Certificate of Authority to commence business - Incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 33-21047.

EXHIBIT 3 - Authorization of the Trustee to exercise corporate trust powers - Incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 33-21047.

EXHIBIT 4 - Existing By-Laws of Bankers Trust Company, as amended on November 18, 1997. Copy attached.

EXHIBIT 5 - Not applicable.

EXHIBIT 6 - Consent of Bankers Trust Company required by Section 321(b) of the Act. - Incorporated herein by reference to Exhibit 4 filed with Form T-1 Statement, Registration No. 22-18864.

EXHIBIT 7 - The latest report of condition of Bankers Trust Company dated as of December 31, 1998. Copy attached.

EXHIBIT 8 - Not Applicable.

EXHIBIT 9 - Not Applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Bankers Trust Company, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the June 22, 1999.

BANKERS TRUST COMPANY

By: /s/ Ednora G. Linares

Ednora G. Linares
Assistant Vice President

State of New York,

BANKING DEPARTMENT

I, MANUEL KURSKY, Deputy Superintendent of Banks of the State of New York, DO HEREBY APPROVE the annexed Certificate entitled "CERTIFICATE OF AMENDMENT OF THE ORGANIZATION CERTIFICATE OF BANKERS TRUST COMPANY UNDER SECTION 8005 OF THE BANKING LAW," dated June 19, 1997, providing for an increase in authorized capital stock from $1,601,666,670 consisting of 100,166,667 shares with a par value of $10 each designated as Common Stock and 600 shares with a par value of $1,000,000 each designated as Series Preferred Stock to $2,001,666,670 consisting of 100,166,667 shares with a par value of $10 each designated as Common Stock and 1,000 shares with a par value of $1,000,000 each designated as Series Preferred Stock.

WITNESS, my hand and official seal of the Banking Department at the City of New York, this 27TH day of June in the Year of our Lord one thousand nine hundred and NINETY-SEVEN.

/s/ Manuel Kursky

Deputy Superintendent of Banks

CERTIFICATE OF AMENDMENT

OF THE

ORGANIZATION CERTIFICATE

OF BANKERS TRUST

Under Section 8005 of the Banking Law

We, James T. Byrne, Jr. and Lea Lahtinen, being respectively a Managing Director and an Assistant Secretary of Bankers Trust Company, do hereby certify:

1. The name of the corporation is Bankers Trust Company.

2. The organization certificate of said corporation was filed by the Superintendent of Banks on the 5th of March, 1903.

3. The organization certificate as heretofore amended is hereby amended to increase the aggregate number of shares which the corporation shall have authority to issue and to increase the amount of its authorized capital stock in conformity therewith.

4. Article III of the organization certificate with reference to the authorized capital stock, the number of shares into which the capital stock shall be divided, the par value of the shares and the capital stock outstanding, which reads as follows:

> "III. The amount of capital stock which the corporation is hereafter to have is One Billion, Six Hundred and One Million, Six Hundred Sixty-Six Thousand, Six Hundred Seventy Dollars ($1,601,666,670), divided into One Hundred Million, One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven (100,166,667) shares with a par value of $10 each designated as Common Stock and 600 shares with a par value of One Million Dollars ($1,000,000) each designated as Series Preferred Stock."

is hereby amended to read as follows:

> "III. The amount of capital stock which the corporation is hereafter to have is Two Billion One Million, Six Hundred Sixty-Six Thousand, Six Hundred Seventy Dollars ($2,001,666,670), divided into One Hundred Million, One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven (100,166,667) shares with a par value of $10 each designated as Common Stock and 1000 shares with a par value of One Million Dollars ($1,000,000) each designated as Series Preferred Stock."

5. The foregoing amendment of the organization certificate was authorized by unanimous written consent signed by the holder of all outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 19th day of June, 1997.

/s/ James T. Byrne, Jr.

James T. Byrne, Jr.
Managing Director

/s/ Lea Lahtinen

Lea Lahtinen
Assistant Secretary

State of New York)
) ss:
County of New York)

Lea Lahtinen, being fully sworn, deposes and says that she is an Assistant Secretary of Bankers Trust Company, the corporation described in the foregoing certificate; that she has read the foregoing certificate and knows the contents thereof, and that the statements herein contained are true.

/s/ Lea Lahtinen

Lea Lahtinen

Sworn to before me this 19th day of June, 1997.

/s/ Sandra L. West

Notary Public

SANDRA L. WEST
Notary Public State of New York
No. 31-4942101
Qualified in New York County
Commission Expires September 19, 1998

BY-LAWS

NOVEMBER 18, 1997

BANKERS TRUST COMPANY
NEW YORK

BY-LAWS
OF
BANKERS TRUST COMPANY

ARTICLE I

MEETINGS OF STOCKHOLDERS

SECTION 1. The annual meeting of the stockholders of this Company shall be held at the office of the Company in the Borough of Manhattan, City of New York, on the third Tuesday in January of each year, for the election of directors and such other business as may properly come before said meeting.

SECTION 2. Special meetings of stockholders other than those regulated by statute may be called at any time by a majority of the directors. It shall be the duty of the Chairman of the Board, the Chief Executive Officer or the President to call such meetings whenever requested in writing to do so by stockholders owning a majority of the capital stock.

SECTION 3. At all meetings of stockholders, there shall be present, either in person or by proxy, stockholders owning a majority of the capital stock of the Company, in order to constitute a quorum, except at special elections of directors, as provided by law, but less than a quorum shall have power to adjourn any meeting.

SECTION 4. The Chairman of the Board or, in his absence, the Chief Executive Officer or, in his absence, the President or, in their absence, the senior officer present, shall preside at meetings of the stockholders and shall direct the proceedings and the order of business. The Secretary shall act as secretary of such meetings and record the proceedings.

ARTICLE II

DIRECTORS

SECTION 1. The affairs of the Company shall be managed and its corporate powers exercised by a Board of Directors consisting of such number of directors, but not less than ten nor more than twenty-five, as may from time to time be fixed by resolution adopted by a majority of the directors then in office, or by the stockholders. In the event of any increase in the number of directors, additional directors may be elected within the limitations so fixed, either by the stockholders or within the limitations imposed by law, by a majority of directors then in office. One-third of the number of directors, as fixed from time to time, shall constitute a quorum. Any one or more members of the Board of Directors or any Committee thereof may participate in a meeting of the Board of Directors or Committee thereof by means of a

conference telephone or similar communications equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.

All directors hereafter elected shall hold office until the next annual meeting of the stockholders and until their successors are elected and have qualified. No person who shall have attained age 72 shall be eligible to be elected or re-elected a director. Such director may, however, remain a director of the Company until the next annual meeting of the stockholders of Bankers Trust New York Corporation (the Company's parent) so that such director's retirement will coincide with the retirement date from Bankers Trust New York Corporation.

No Officer-Director who shall have attained age 65, or earlier relinquishes his responsibilities and title, shall be eligible to serve as a director.

SECTION 2. Vacancies not exceeding one-third of the whole number of the Board of Directors may be filled by the affirmative vote of a majority of the directors then in office, and the directors so elected shall hold office for the balance of the unexpired term.

SECTION 3. The Chairman of the Board shall preside at meetings of the Board of Directors. In his absence, the Chief Executive Officer or, in his absence, such other director as the Board of Directors from time to time may designate shall preside at such meetings.

SECTION 4. The Board of Directors may adopt such Rules and Regulations for the conduct of its meetings and the management of the affairs of the Company as it may deem proper, not inconsistent with the laws of the State of New York, or these By-Laws, and all officers and employees shall strictly adhere to, and be bound by, such Rules and Regulations.

SECTION 5. Regular meetings of the Board of Directors shall be held from time to time on the third Tuesday of the month. If the day appointed for holding such regular meetings shall be a legal holiday, the regular meeting to be held on such day shall be held on the next business day thereafter. Special meetings of the Board of Directors may be called upon at least two day's notice whenever it may be deemed proper by the Chairman of the Board or, the Chief Executive Officer or, in their absence, by such other director as the Board of Directors may have designated pursuant to Section 3 of this Article, and shall be called upon like notice whenever any three of the directors so request in writing.

SECTION 6. The compensation of directors as such or as members of committees shall be fixed from time to time by resolution of the Board of Directors.

ARTICLE III

COMMITTEES

SECTION 1. There shall be an Executive Committee of the Board consisting of not less than five directors who shall be appointed annually by the Board of Directors. The Chairman of the Board shall preside at meetings of the Executive Committee. In his absence, the Chief Executive Officer or, in his absence, such other member of the Committee as the Committee from time to time may designate shall preside at such meetings.

The Executive Committee shall possess and exercise to the extent permitted by law all of the powers of the Board of Directors, except when the latter is in session, and shall keep minutes of its proceedings, which shall be presented to the Board of Directors at its next subsequent meeting. All acts done and powers and authority conferred by the Executive Committee from time to time shall be and be deemed to be, and may be certified as being, the act and under the authority of the Board of Directors.

A majority of the Committee shall constitute a quorum, but the Committee may act only by the concurrent vote of not less than one-third of its members, at least one of whom must be a director other than an officer. Any one or more directors, even though not members of the Executive Committee, may attend any meeting of the Committee, and the member or members of the Committee present, even though less than a quorum, may designate any one or more of such directors as a substitute or substitutes for any absent member or members of the Committee, and each such substitute or substitutes shall be counted for quorum, voting, and all other purposes as a member or members of the Committee.

SECTION 2. There shall be an Audit Committee appointed annually by resolution adopted by a majority of the entire Board of Directors which shall consist of such number of directors, who are not also officers of the Company, as may from time to time be fixed by resolution adopted by the Board of Directors. The Chairman shall be designated by the Board of Directors, who shall also from time to time fix a quorum for meetings of the Committee. Such Committee shall conduct the annual directors' examinations of the Company as required by the New York State Banking Law; shall review the reports of all examinations made of the Company by public authorities and report thereon to the Board of Directors; and shall report to the Board of Directors such other matters as it deems advisable with respect to the Company, its various departments and the conduct of its operations.

In the performance of its duties, the Audit Committee may employ or retain, from time to time, expert assistants, independent of the officers or personnel of the Company, to make studies of the Company's assets and liabilities as the Committee may request and to make an examination of the accounting and auditing methods of the Company and its system of internal protective controls to the extent considered necessary or advisable in order to determine that the operations of the Company, including its fiduciary departments, are being audited by the General Auditor in such a manner as to provide prudent and adequate protection. The Committee also may direct the General Auditor to make such investigation as it deems necessary or advisable with respect to the Company, its various departments and the conduct of its operations. The Committee

shall hold regular quarterly meetings and during the intervals thereof shall meet at other times on call of the Chairman.

SECTION 3. The Board of Directors shall have the power to appoint any other Committees as may seem necessary, and from time to time to suspend or continue the powers and duties of such Committees. Each Committee appointed pursuant to this Article shall serve at the pleasure of the Board of Directors.

ARTICLE IV

OFFICERS

SECTION 1. The Board of Directors shall elect from among their number a Chairman of the Board and a Chief Executive Officer; and shall also elect a President, and may also elect a Senior Vice Chairman, one or more Vice Chairmen, one or more Executive Vice Presidents, one or more Senior Managing Directors, one or more Managing Directors, one or more Senior Vice Presidents, one or more Principals, one or more Vice Presidents, one or more General Managers, a Secretary, a Controller, a Treasurer, a General Counsel, one or more Associate General Counsels, a General Auditor, a General Credit Auditor, and one or more Deputy Auditors, who need not be directors. The officers of the corporation may also include such other officers or assistant officers as shall from time to time be elected or appointed by the Board. The Chairman of the Board or the Chief Executive Officer or, in their absence, the President, the Senior Vice Chairman or any Vice Chairman, may from time to time appoint assistant officers. All officers elected or appointed by the Board of Directors shall hold their respective offices during the pleasure of the Board of Directors, and all assistant officers shall hold office at the pleasure of the Board or the Chairman of the Board or the Chief Executive Officer or, in their absence, the President, the Senior Vice Chairman or any Vice Chairman. The Board of Directors may require any and all officers and employees to give security for the faithful performance of their duties.

SECTION 2. The Board of Directors shall designate the Chief Executive Officer of the Company who may also hold the additional title of Chairman of the Board, President, Senior Vice Chairman or Vice Chairman and such person shall have, subject to the supervision and direction of the Board of Directors or the Executive Committee, all of the powers vested in such Chief Executive Officer by law or by these By-Laws, or which usually attach or pertain to such office. The other officers shall have, subject to the supervision and direction of the Board of Directors or the Executive Committee or the Chairman of the Board or, the Chief Executive Officer, the powers vested by law or by these By-Laws in them as holders of their respective offices and, in addition, shall perform such other duties as shall be assigned to them by the Board of Directors or the Executive Committee or the Chairman of the Board or the Chief Executive Officer.

The General Auditor shall be responsible, through the Audit Committee, to the Board of Directors for the determination of the program of the internal audit function and the evaluation of the adequacy of the system of internal controls. Subject to the Board of Directors, the General Auditor shall have and may exercise all the powers and shall perform all the duties usual to such office and shall have such other powers as may be prescribed or assigned to him from time to time by the Board of Directors or vested in

him by law or by these By-Laws. He shall perform such other duties and shall make such investigations, examinations and reports as may be prescribed or required by the Audit Committee. The General Auditor shall have unrestricted access to all records and premises of the Company and shall delegate such authority to his subordinates. He shall have the duty to report to the Audit Committee on all matters concerning the internal audit program and the adequacy of the system of internal controls of the Company which he deems advisable or which the Audit Committee may request. Additionally, the General Auditor shall have the duty of reporting independently of all officers of the Company to the Audit Committee at least quarterly on any matters concerning the internal audit program and the adequacy of the system of internal controls of the Company that should be brought to the attention of the directors except those matters responsibility for which has been vested in the General Credit Auditor. Should the General Auditor deem any matter to be of special immediate importance, he shall report thereon forthwith to the Audit Committee. The General Auditor shall report to the Chief Financial Officer only for administrative purposes.

The General Credit Auditor shall be responsible to the Chief Executive Officer and, through the Audit Committee, to the Board of Directors for the systems of internal credit audit, shall perform such other duties as the Chief Executive Officer may prescribe, and shall make such examinations and reports as may be required by the Audit Committee. The General Credit Auditor shall have unrestricted access to all records and may delegate such authority to subordinates.

SECTION 3. The compensation of all officers shall be fixed under such plan or plans of position evaluation and salary administration as shall be approved from time to time by resolution of the Board of Directors.

SECTION 4. The Board of Directors, the Executive Committee, the Chairman of the Board, the Chief Executive Officer or any person authorized for this purpose by the Chief Executive Officer, shall appoint or engage all other employees and agents and fix their compensation. The employment of all such employees and agents shall continue during the pleasure of the Board of Directors or the Executive Committee or the Chairman of the Board or the Chief Executive Officer or any such authorized person; and the Board of Directors, the Executive Committee, the Chairman of the Board, the Chief Executive Officer or any such authorized person may discharge any such employees and agents at will.

ARTICLE V

INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

SECTION 1. The Company shall, to the fullest extent permitted by Section 7018 of the New York Banking Law, indemnify any person who is or was made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, whether involving any actual or alleged breach of duty, neglect or error, any accountability, or any actual or alleged misstatement, misleading statement or other act or omission and whether brought or threatened in any court or administrative or legislative body or agency, including an action by or in the right of the Company to procure a judgment in its favor and an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Company is servicing or served in any capacity at the request of the Company by reason of the fact that he, his testator or intestate, is or was a director or officer of the Company, or is serving or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement, and costs, charges and expenses, including attorneys' fees, or any appeal therein; provided, however, that no indemnification shall be provided to any such person if a judgment or other final adjudication adverse to the director or officer establishes that (i) his acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

SECTION 2. The Company may indemnify any other person to whom the Company is permitted to provide indemnification or the advancement of expenses by applicable law, whether pursuant to rights granted pursuant to, or provided by, the New York Banking Law or other rights created by (i) a resolution of stockholders, (ii) a resolution of directors, or (iii) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner.

SECTION 3. The Company shall, from time to time, reimburse or advance to any person referred to in Section 1 the funds necessary for payment of expenses, including attorneys' fees, incurred in connection with any action or proceeding referred to in Section 1, upon receipt of a written undertaking by or on behalf of such person to repay such amount(s) if a judgment or other final adjudication adverse to the director or officer establishes that (i) his acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

SECTION 4. Any director or officer of the Company serving (i) another corporation, of which a majority of the shares entitled to vote in the election of its directors is held by the Company, or (ii) any employee benefit plan of the Company or any corporation referred to in clause (i) in any capacity shall be deemed to be doing so at the request of the Company. In all other cases, the provisions of this Article V will apply (i) only if the person serving another corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise so served at

the specific request of the Company, evidenced by a written communication signed by the Chairman of the Board, the Chief Executive Officer or the President, and (ii) only if and to the extent that, after making such efforts as the Chairman of the Board, the Chief Executive Officer or the President shall deem adequate in the circumstances, such person shall be unable to obtain indemnification from such other enterprise or its insurer.

SECTION 5. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article V may elect to have the right to indemnification (or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification is sought.

SECTION 6. The right to be indemnified or to the reimbursement or advancement of expense pursuant to this Article V (i) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Company and the director or officer, (ii) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto.

SECTION 7. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant hereto is not paid in full by the Company within thirty days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses of prosecuting such claim. Neither the failure of the Company (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstance, nor an actual determination by the Company (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 8. A person who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character described in Section 1 shall be entitled to indemnification only as provided in Sections 1 and 3, notwithstanding any provision of the New York Banking Law to the contrary.

ARTICLE VI

SEAL

SECTION 1. The Board of Directors shall provide a seal for the Company, the counterpart dies of which shall be in the charge of the Secretary of the Company and such officers as the Chairman of the Board, the Chief Executive Officer or the Secretary may from time to time direct in writing, to be affixed to certificates of stock and other documents in accordance with the directions of the Board of Directors or the Executive Committee.

SECTION 2. The Board of Directors may provide, in proper cases on a specified occasion and for a specified transaction or transactions, for the use of a printed or engraved facsimile seal of the Company.

ARTICLE VII

CAPITAL STOCK

SECTION 1. Registration of transfer of shares shall only be made upon the books of the Company by the registered holder in person, or by power of attorney, duly executed, witnessed and filed with the Secretary or other proper officer of the Company, on the surrender of the certificate or certificates of such shares properly assigned for transfer.

ARTICLE VIII

CONSTRUCTION

SECTION 1. The masculine gender, when appearing in these By-Laws, shall be deemed to include the feminine gender.

ARTICLE IX

AMENDMENTS

SECTION 1. These By-Laws may be altered, amended or added to by the Board of Directors at any meeting, or by the stockholders at any annual or special meeting, provided notice thereof has been given.

I, Ednora G. Linares, Assistant Vice President of Bankers Trust Company, New York, New York, hereby certify that the foregoing is a complete, true and correct copy of the By-Laws of Bankers Trust Company, and that the same are in full force and effect at this date.

/s/ Ednora G. Linares

Ednora G. Linares
ASSISTANT VICE PRESIDENT

DATED: June 22, 1999

Legal Title of Bank: Bankers Trust Company
Call Date: 12/31/98 ST-BK: 36-4840
FFIEC 031

Address: 130 Liberty Street Vendor ID: D CERT: 00623 Page RC-1
City, State ZIP: New York, NY 10006 []
FDIC Certificate No.: 0 0 6 2 3

CONSOLIDATED REPORT OF CONDITION FOR INSURED COMMERCIAL
AND STATE-CHARTERED SAVINGS BANKS FOR DECEMBER 31, 1998

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, reported the amount outstanding as of the last business day of the quarter.

SCHEDULE RC--BALANCE SHEET

ASSETS	Dollar Amounts in Thousands		C400 RCFD	Bil Mil Thou	
1. Cash and balances due from depository institutions (from Schedule RC-A):					
a. Noninterest-bearing balances and currency and coin (1)			0081	2,772,000	1.a.
b. Interest-bearing balances (2)			0071	2,497,000	1.b.
2. Securities:					
a. Held-to-maturity securities (from Schedule RC-B, column A)			1754		02.a.
b. Available-for-sale securities (from Schedule RC-B, column D)			1773	8,907,000	2.b.
3. Federal funds sold and securities purchased under agreements to resell			1350	22,851,000	3.
4. Loans and lease financing receivables:					
a. Loans and leases, net of unearned income (from Schedule RC-C)	RCFD 2122	21,882,000			4.a.
b. LESS: Allowance for loan and lease losses	RCFD 3123	620,000			4.b.
c. LESS: Allocated transfer risk reserve	RCFD 3128	0			4.c.
d. Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b and 4.c)			2125	21,262,000	4.d.
5. Trading Assets (from schedule RC-D)			3545	39,983,000	5.
6. Premises and fixed assets (including capitalized leases)			2145	974,000	6.
7. Other real estate owned (from Schedule RC-M)			2150	80,000	7.
8. Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)			2130	97,000	8.
9. Customers' liability to this bank on acceptances outstanding			2155	232,000	9.
10. Intangible assets (from Schedule RC-M)			2143	278,000	10.
11. Other assets (from Schedule RC-F)			2160	4,625,000	11.
12. Total assets (sum of items 1 through 11)			2170	104,558,000	12.

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(1) Includes cash items in process of collection and unposted debits.
(2) Includes time certificates of deposit not held for trading.

Legal Title of Bank: Bankers Trust Company
Call Date: 12/31/98 ST-BK: 36-4840
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Address: 130 Liberty Street Vendor ID: D CERT: 00623 Page RC-1
City, State ZIP: New York, NY 10006 12
FDIC Certificate No.: 0 0 6 2 3

SCHEDULE RC--CONTINUED

Dollar Amounts in Thousands		Bil Mil Thou	
LIABILITIES			
13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)	RCON 2200	20,409,000	13.a.
(1) Noninterest-bearing(1) .....RCON 6631 3,124,000.....			13.a.(1)
(2) Interest-bearing .....RCON 6636 17,285,000.....			13.a.(2)
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E part II)	RCFN 2200	20,167,000	13.b.
(1) Noninterest-bearing .....RCFN 6631 1,781,000			13.b.(1)
(2) Interest-bearing .....RCFN 6636 18,386,000			13.b.(2)
14. Federal funds purchased and securities sold under agreements to repurchase	RCFD 2800	13,919,000	14.
15. a. Demand notes issued to the U.S. Treasury	RCON 2840	0	15.a.
b. Trading liabilities (from Schedule RC-D)	RCFD 3548	26,175,000	15.b.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases):			
a. With a remaining maturity of one year or less	RCFD 2332	5,422,000	16.a.
b. With a remaining maturity of more than one year through three years	A547	1,766,000	16.b.
c. With a remaining maturity of more than three years	A548	2,884,000	16.c.
17. Not Applicable.			17.
18. Bank's liability on acceptances executed and outstanding	RCFD 2920	232,000	18.
19. Subordinated notes and debentures (2)	RCFD 3200	984,000	19.
20. Other liabilities (from Schedule RC-G)	RCFD 2930	5,657,000	20.
21. Total liabilities (sum of items 13 through 20)	RCFD 2948	97,615,000	21.
22. Not Applicable			22.
EQUITY CAPITAL			
23. Perpetual preferred stock and related surplus	RCFD 3838	1,500,000	23.
24. Common stock	RCFD 3230	2,127,000	24.
25. Surplus (exclude all surplus related to preferred stock)	RCFD 3839	541,000	25.
26. a. Undivided profits and capital reserves	RCFD 3632	3,200,000	26.a.
b. Net unrealized holding gains (losses) on available-for-sale securities	RCFD 8434	(36,000)	26.b.
27. Cumulative foreign currency translation adjustments	RCFD 3284	(389,000)	27.
28. Total equity capital (sum of items 23 through 27)	RCFD 3210	6,943,000	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCFD 3300	104,558,000	29.

Memorandum
To be reported only with the December Report of Condition.

		Number
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 1998	RCFD 6724 N/A	M.1

1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
3 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
4 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
5 = Review of the bank's financial statements by external auditors
6 = Compilation of the bank's financial statements by external auditors