

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported): July 27, 2006

CBRL GROUP, INC.

Tennessee
(State or Other Jurisdiction
of Incorporation)

0-25225
(Commission File Number)

62-1749513
(I.R.S. Employer
Identification No.)

305 Hartmann Drive, Lebanon, Tennessee 37087

(615) 444-5533

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On July 27, 2006, the following compensatory plans or arrangements were approved for certain officers and/or directors of the Company with respect to the Company's 2007 fiscal year, which began on July 29, 2006 ("2007").

Awards Under Stock Ownership Achievement Incentive Plan (the "Ownership Plan")

The Ownership Plan was adopted in order to encourage the early attainment of the stock ownership guidelines (the "Ownership Guidelines") for certain officers of the Company and its subsidiaries ("Covered Officers") (such Ownership Guidelines are posted on the Company's website at cbrlgrou.com). The Ownership Guidelines set forth certain share ownership requirements that the Covered Officers are expected to attain over a five-year period. Under the Ownership Plan, a Covered Officer will be awarded common stock in the amount of the greater of 100 shares or two percent (2%) of the number of shares specified in the Ownership Guidelines for such Covered Officer, if the Covered Officer achieves certain specified progress each year during the five-year period toward the Ownership Guidelines. In future years, failure to achieve specified ongoing progress toward share ownership requirements would result in reduced option grants. On July 27, 2006, it was determined that each of the following executive officers had achieved the specified progress and, accordingly, shall be awarded the following respective number of unrestricted shares on July 31, 2006, the first business day of 2007:

<u>Name</u>	<u>Award</u> <u>(# of shares)</u>
Michael A. Woodhouse, Chairman of the Board and Chief Executive Officer	1,400
Lawrence E. White, Senior Vice President, Finance and Chief Financial Officer	300
N.B. Forrest Shoaf Senior Vice President, General Counsel and Secretary	100
Tom Vogel, President and Chief Executive Officer, Logan's Roadhouse, Inc.	200

2007 Salaries for Named Executive Officers

The Company's Compensation and Stock Option Committee (the "Committee") approved the following salaries for 2007 for the following executive officers:

Mr. Woodhouse	\$950,000
Mr. White	\$467,500
Mr. Shoaf	\$355,350
Mr. Turner ¹	\$325,000

¹ Mr. Simon Turner was previously an employee of the Company. At the July 27, 2006 meeting of the Company's Board of Directors, Mr. Turner was elected Senior Vice President—Marketing & Innovation & Chief Marketing Officer. He was also designated an "executive officer" of the Company.

2007 Annual Bonus Plan (the "Bonus Plan")

The Bonus Plan was adopted in order to reward officers of the Company and its subsidiaries for the Company's 2007 financial performance and to further align their interests with those of the Company's shareholders. The level of bonus is based upon achievement of goals relative to operating income from continuing operations, revenue growth and operating margins during 2007. The Company intends for payments under the Bonus Plan to qualify as "performance based" compensation under Section 162(m) of the Internal Revenue Code to the maximum amount allowed under the 2002 Omnibus Incentive Compensation Plan. A copy of the Bonus Plan is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by this reference as if copied verbatim.

The bonus to be paid under the Bonus Plan shall be made if the Company reaches certain performance goals established by the Committee. If the Company's 2007 operating income from continuing operations is below that of the Company's 2006 fiscal year ("2006") ("Threshold Income"), no bonus will be paid. If the Company achieves Threshold Income in 2007, each officer then would achieve between 60% and 225% of his target bonus, with each such officer receiving a payment on a graduated scale depending upon the relative performance levels of operating income, revenue growth and operating income margin (all from continuing operations). An officer's target bonus is equal to a percentage of his 2007 base salary as indicated in the column below labeled "Target Percentage." The following table also indicates the minimum and maximum bonus that the following officers would receive, expressed as a percentage of 2007 base salary, assuming achievement of Threshold Income in 2007:

<u>Name</u>	<u>Target Percentage</u>	<u>Minimum</u> ²	<u>Maximum</u>
Mr. Woodhouse	200%	120%	450%
Mr. White	110%	66%	247.5%
Mr. Shoaf	80%	48%	180%
Mr. Turner	60%	36%	135%

² Minimum bonus, if Threshold Income is achieved; bonus is zero (\$0) below Threshold Income.

2007 Mid-Term Incentive Retention Plan (the "MTIRP")

MTIRP participants receive awards consisting of restricted stock or restricted stock and cash if the Company achieves certain pre-established goals consisting of revenue growth and return on average net operating investment, as defined in the MTIRP, during 2007 (the "MTIRP Award"). MTIRP Awards, while earned based on 2007 actual results, cliff vest at the end of the Company's 2009 fiscal year. A copy of the MTIRP is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by this reference as if copied verbatim.

The award to be paid under the MTIRP to each of the following officers if the Company or the subsidiaries reach the target or maximum performance goals established by the Committee is equal to the applicable percentage, as set forth in the chart below, of such officer's beginning base salary. A minimum award equal to 50% of the target times a participant's 2007 base salary is earned under the MTIRP. If the performance level falls between the minimum level and target levels or between the target and maximum levels, then each such officer shall receive a payment on a graduated scale commensurate with specified performance levels.

<u>Name</u>	<u>Target</u>	<u>Maximum</u>
Mr. Woodhouse	175%	350%
Mr. White	60%	120%
Mr. Shoaf	50%	100%
Mr. Turner	37.5%	75%

Replacement Award to Michael A. Woodhouse

On July 27, 2006, the grant to Mr. Woodhouse of 125,000 shares of the Company's restricted stock disclosed in the Company's Current Report on Form 8-K dated and filed with the Commission on July 1, 2005 was cancelled and replaced with another restricted stock grant of 125,000 shares (the "Restricted Shares"), which vest 60% on September 15, 2008, 20% on September 15, 2009, and 20% on September 15, 2010, subject to achieving performance criteria that have been established by the Committee relative to Earnings Before Interest, Taxes, Depreciation, Amortization and Rent from continuing operations. The prior award was terminated and the replacement award entered into to reflect the potential divestiture of Logan's Roadhouse, Inc.

Director Compensation

Director compensation for 2007 remains in effect without modification, except that non-employee directors will now receive an annual option to acquire 2,000 (instead of 1,000) shares of common stock, vesting at the rate of 33 1/3% per year for 3 years, each year upon election/re-election to the Board of Directors.

Severance Policy

On July 27, 2006, the Committee adopted a severance policy (the "Severance Policy") that applies to employees of the Company, including its executive officers. A copy of the severance policy is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by this reference as if copied verbatim. Under the severance policy, executives receive up to 12 months pay (plus, for senior executives, one additional week of pay for each year of service in excess of 15 years) as a result of termination of their employment by the Company other than for "cause," which is defined in the Severance Plan.

Item 1.02 Termination of a Material Definitive Agreement

See discussion in Item 1.01 above regarding the cancellation of the 125,000 share restricted award of Michael A. Woodhouse.

Item 7.01. Regulation FD Disclosure

On August 1, 2006, CBRL Group, Inc. issued the press release that is furnished as Exhibit 99.1 to this Current Report on Form 8-K, which by this reference is incorporated herein as if copied verbatim, reporting comparable store sales for the five-week period ending July 28, 2006 and also reporting previously unreported monthly sales for May and June for its Logan's Roadhouse® restaurants.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1 CBRL Group, Inc. FY 2007 Annual Bonus Plan

10.2 CBRL Group, Inc. FY 2007 Mid-Term Incentive and Retention Plan

10.3 CBRL Group, Inc. Severance Policy

99.1 Press Release issued by CBRL Group, Inc. dated August 1, 2006

SIGNATURE

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

Dated: August 1, 2006

CBRL GROUP, INC.

By: /s/ N.B. Forrest Shoaf
Name: N.B. Forrest Shoaf

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Senior Vice President, Secretary

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and General Counsel

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**CBRL GROUP, INC.
and
SUBSIDIARIES**

FY 2007 Annual Bonus Plan

**ARTICLE I
General**

1.1 **Establishment of the Plan.** Pursuant to the 2002 Omnibus Incentive Compensation Plan (the "Omnibus Plan"), the Compensation and Stock Option Committee (the "Committee") of the Board of Directors of CBRL Group, Inc. (the "Company") hereby establishes this FY 2007 Annual Bonus Plan (the "ABP").

1.2 **Plan Purpose.** The purpose of this ABP is to specify appropriate opportunities to earn an Annual Bonus in order to reward officers of the Company and of its subsidiaries for the Company's financial performance during fiscal year 2007 and to further align their interests with those of the shareholders of the Company.

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

**ARTICLE II
Definitions**

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

2.2 **Other Definitions.** In addition, whenever used in this plan, the following terms have the meanings set forth below:

(a) "Additional Performance Factor" is that portion of the Annual Bonus based upon the degree of achievement from continuing operations of 2007 Plan Income, revenue growth and operating margins during the Company's 2007 fiscal year, and it ranges from 100% to a high of 225%, calculated according to *Schedule 1* attached to and part of this ABP.

(b) "Annual Performance Bonus Component" is that portion of the Annual Bonus based upon the degree of achievement of Threshold Income during the Company's 2007 fiscal year and earned as follows:

<u>2007 Income Achieved</u>	<u>Annual Performance Bonus Component</u>
Less than Threshold Income	0
Threshold Income	60%
Ratably above Threshold up to 2007 Plan Income	Between 60% and 100%
2007 Plan Income	100%

- (c) "Company Performance Factor" means a percentage resulting from multiplying the Additional Performance Factor by the Annual Performance Bonus Component.
- (d) "Performance Period" means the Company's 2007 fiscal year.
- (e) "2007 Income" means operating income from continuing operations during the 2007 fiscal year, excluding, in either event, extraordinary gains or losses and the effects of any acquisitions (other than the opening of restaurant facilities by the Company and its principal operating subsidiaries in the ordinary course of business).
- (f) "2007 Plan Income" means approved 2007 Annual Plan operating income from continuing operations.
- (g) "Threshold Income" means operating income from continuing operations in fiscal year 2006.
- (h) "Target Bonus" means an Award equal to a Participant's applicable base salary for the Company's 2007 fiscal year multiplied by that Participant's Target Percentage.
- (i) "Target Percentage" means a percentage applicable to each Participant that has been established by the Committee within the first 90 days of the Company's 2007 fiscal year or, in the case of new hires or Participants who are promoted, established at the time of hiring or promotion, consistent with those established for the same or similar position by the Committee within the first 90 days of the 2007 fiscal year.

ARTICLE III
Eligibility and Participation

3.1 **Eligibility.** The Participants in the ABP shall be those persons designated by the Committee during the first 90 days of the Company's 2007 fiscal year, and those hired or promoted during the fiscal year and at that time designated as Participants by the Committee.

ARTICLE IV
Awards

4.1 Qualified Performance Measures. The Qualified Performance Measure for the ABP shall be a combination of the Annual Performance Bonus Component and the Additional Performance Factor during the Company's 2007 fiscal year as specified in the Company's 2007 Annual Plan and in this ABP.

4.2 Calculation and Payment of Awards. After the close of the Performance Period, the Committee shall certify in writing the achievement of the applicable Qualified Performance Measures and the amounts of any Awards payable to the Participants under all applicable formulas and standards. The Award due any Participant shall be calculated by multiplying the Company Performance Factor times the Target Bonus. The Award amount shall be paid to each Participant within a reasonable time after certification of the achievement of the Qualified Performance Measures by the Committee.

ARTICLE V
Termination of Employment

5.1 Termination of Employment. Except upon death or disability, if, prior to the certification of the Award as set forth in Section 4.2, a Participant's employment is terminated or the Participant voluntarily resigns, all of the Participant's rights to an ABP Award for the Performance Period shall be forfeited. If a Participant's employment is terminated because of a Participant's death or disability, the Award shall be reduced to reflect only the period of employment prior to termination. The adjusted award shall be based upon the number of days of employment during the Performance Period. In the case of a Participant's disability, the employment termination shall be deemed to have occurred on the date the Committee determines that the disability has occurred, pursuant to the Company's then-effective group long-term disability insurance benefit for officers. The pro-rated Award thus determined shall be payable at the time specified in Section 4.2.

**CBRL GROUP, INC.
and
SUBSIDIARIES**

FY 2007 Mid-Term Incentive and Retention Plan

**ARTICLE I
General**

1.1 **Establishment of the Plan.** Pursuant to the 2002 Omnibus Incentive Compensation Plan (the "Omnibus Plan"), the Compensation and Stock Option Committee (the "Committee") of the Board of Directors of CBRL Group, Inc. (the "Company") hereby establishes this FY 2007 Mid-Term Incentive and Retention Plan (the "MTIRP").

1.2 **Plan Purpose.** The purposes of this MTIRP are to reward officers of the Company and its principal operating subsidiaries for the Company's financial performance during fiscal year 2007, to attract and retain the best possible executive talent, to motivate officers to focus attention on long-term objectives and strategic initiatives, and to further align their interests with those of the shareholders of the Company.

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

**ARTICLE II
Definitions**

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

2.2 **Other Definitions.** In addition, whenever used in this MTIRP, the following terms have the meanings set forth below:

- (a) "Cause," in addition to those reasons specified in the Omnibus Plan, also includes unsatisfactory performance or staff reorganizations.
 - (b) "MTIRP Award" means an Award of Restricted Stock or Restricted Stock and cash determined and authorized as provided in this MTIRP.
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(c) "Net Operating Investment" means, as of the end of any of the Company's fiscal quarters, and excluding the effect of discontinued operations, the total of current assets minus current liabilities minus cash and equivalents plus current maturities of long-term debt (including revolver balances included in current liabilities) plus net property, plant and equipment (P.P. & E.) plus capitalized operating leases (calculated at 8 times last-twelve-months non-billboard rent expense).

(d) "Payout Amount" means, for each Participant, a number equal to that Participant's Target Award multiplied by the applicable Payout Percentage.

(e) "Payout Percentage" means the percentage determined according to the relative 2007 Revenue Growth and 2007 ROANOI (Return on Average Net Operating Investment) as set forth on Schedule A attached to and part of this MTIRP; however, the Payout Percentage shall never be less than 50% nor greater than 200%.

(f) "Payout Date" means the first business day of the Company's 2010 fiscal year or as soon as practical thereafter.

(g) "Performance Period" means the Company's 2007 fiscal year.

(h) "Restricted Stock" means shares of Common Stock that may be earned under the MTIRP, which shares, once determined as of the end of the Company's 2007 fiscal year, if the applicable Qualified Performance Measures are satisfied, shall vest, without further or additional conditions, at the end of the Company's 2009 fiscal year.

(i) "Retirement" (or the correlative "Retire" or "Retires") means the voluntary termination of employment by a Participant in good standing under this MTIRP at a time when the age of the Participant plus the Participant's years of service with the Company, its predecessors or subsidiaries is equal to or greater than 65.

(j) "Target Award" means an amount equal to a Participant's applicable base salary for the Company's 2007 fiscal year multiplied by that Participant's Target Percentage.

(k) "Target Percentage" means a percentage applicable to each Participant that has been established by the Committee within the first 90 days of the Company's 2007 fiscal year or, in the case of new hires or Participants who are promoted, established at the time of hiring or promotion, consistent with those established for the same or similar position by the Committee within the first 90 days of the 2007 fiscal year.

(l) "2007 Average Net Operating Investment" means the arithmetic average of Net Operating Investment, determined as of the end of the Company's 2006 fiscal year and at the end of each of the four quarters of the Company's 2007 fiscal year (5 periods).

(m) "2007 Revenue Growth" means the percentage increase in the Company's total revenue from continuing operations (i.e., excluding revenue from discontinued operations) during the Company's 2007 fiscal year (excluding, in either case,

extraordinary gains or losses and the effects of any acquisitions (other than the opening of restaurant facilities by the Company or a Subsidiary in the ordinary course of business)) when compared to the Company's total revenue from continuing operations (i.e., excluding revenue from discontinued operations) during the Company's 2006 fiscal year.

(n) "2007 ROANOI" shall be calculated by dividing: (1) the product of (x) the Company's operating income plus non-billboard rent expense (both from continuing operations) times (y) one minus the Company's actual tax rate used in determining net income from continuing operations for fiscal 2007 (before extraordinary gains or losses and any acquisitions) by (2) 2007 Average Net Operating Investment.

ARTICLE III
Eligibility and Participation

3.1 Eligibility. The Participants in the MTIRP shall be those persons designated by the Committee during the first 90 days of the Company's 2007 fiscal year or new hires or those persons who may be promoted and are designated as Participants by the Committee at the time of hiring or promotion. No new Participants are eligible after the third fiscal quarter of 2007.

ARTICLE IV
Awards

4.1 Qualified Performance Measures. The Qualified Performance Measures for the MTIRP shall be a combination of the 2007 Revenue Growth and 2007 ROANOI as specified in this MTIRP.

4.2 MTIRP Awards. MTIRP Awards shall consist either of 100% Restricted Stock or 50% Restricted Stock and 50% cash. Participants, prior to August 25, 2006, may elect whether the Award will consist of all Restricted Stock or 50% cash and 50% Restricted Stock. The failure to elect shall be deemed an election to receive 100% Restricted Stock. The number of shares of Restricted Stock making up an Award shall be determined by dividing the Payout Amount (or 50% of the Payout Amount if a Participant has elected to receive 50% cash and 50% Restricted Stock) by the Fair Market Value of the Common Stock on the last trading day of the Performance Period.

4.3 Payment of Performance Awards. After the close of the Performance Period, the Committee shall certify in writing the achievement of the applicable Qualified Performance Measures and the amounts of any Awards payable to the Participants under all applicable formulas and standards. The Restricted Stock, together with any cash portion of any Award (if a Participant has elected 50% cash and 50% Restricted Stock) and accumulated dividends pursuant to Section 6.1 of this document shall thereafter be distributed, subject to forfeiture or lapse as provided in this MTIRP, to each Participant within a reasonable time following the Payout Date.

ARTICLE V
Termination of Employment

5.1 Termination of Employment Other Than For Cause. When a Participant Retires or a Participant's employment is terminated for any reason other than for Cause or voluntary resignation, the Award shall be reduced to reflect only employment prior to that termination. The reduced award shall be based upon the number of calendar months of employment from the beginning of the Performance Period until the date of such termination. In the case of a Participant's disability, the employment termination shall be deemed to have occurred on the date the Committee determines that the disability has occurred, pursuant to the Company's then-effective group long-term disability insurance benefit for officers. The pro-rated Award thus determined shall be payable at the time specified in Section 4.3.

5.2 Termination of Employment For Cause. If, prior to the Payout Date, a Participant's employment is terminated for Cause (of which the Committee shall be the sole judge), or the Participant voluntarily resigns (other than through Retirement), all of the Participant's rights to an MTIRP Award for the Performance Period shall be forfeited.

ARTICLE VI
Certain Rights of Participants

6.1 Shareholder. Dividends payable on Common Stock after the Performance Period but before the Payout Date shall accrue on Restricted Stock awarded pursuant to this MTIRP and they shall be payable, without interest, to Participants along with the remainder of the Award following the Payout Date. Except as set forth in the preceding sentence, Participants shall have no rights as shareholders with respect to any Restricted Shares until after the Payout Date.

ARTICLE VII
Change in Control

7.1 Effect of Change in Control. In the event of a Change in Control prior to the Payout Date, an MTIRP Award that has not expired or been forfeited shall be deemed to have been earned and shall become fully payable and the assumption shall be made that all Qualified Performance Measures have been fully achieved throughout the entire Performance Period. If a Participant is not fully vested in his or her MTIRP Award upon a Change in Control, that Participant's entire MTIRP Award shall be fully vested effective the day prior to the date of the Change in Control. The entire MTIRP Award shall be paid to the Participant as soon as administratively possible, but no later than 30 days following a Change in Control.

**CBRL GROUP, INC.
CORPORATE POLICY**

SUBJECT: SEVERANCE BENEFITS POLICY	ORIGINATING DEPARTMENT: HUMAN RESOURCES	NUMBER CBRLSEV-1
INITIATED BY: BOARD OF DIRECTORS	DATE ISSUED: July 27, 2006	SUPERSEDES: N/A
APPROVED BY: BOARD OF DIRECTORS		

I. PURPOSE/POLICY

It is the policy of CBRL Group, Inc. to provide severance benefits to Employees in certain circumstances which result in involuntary termination from Company employment. Severance benefits are intended to provide loss of income protection and to assist in bridging financial gaps while a terminated Employee seeks other employment. The base severance benefits provided to eligible Employees under the terms of this policy are determined by job classification and length of Company service. All severance benefits provided under the terms of this policy are "self-funded" and paid from the general assets of CBRL Group, Inc.

This policy supersedes and replaces any prior severance benefit policy, program, or practice, written or oral, established or issued by CBRL Group, Inc. or any of its affiliates.

II. EMPLOYEES COVERED BY THE POLICY

A. All full time Employees (20 hours or more per week) of CBRL Group, Inc. or any of its affiliated entities (collectively, the "Company") who are involuntarily terminated from Company employment are eligible to receive severance benefits under this policy, except:

1. Employees who are involuntarily terminated for "misconduct" or "cause" for reasons including but not limited to: violation of law or Company policy; mistreatment of Company Employees, customers or vendors; documented unsatisfactory job performance; or failure to satisfy the objectives of a written performance improvement plan all as determined in the sole discretion of the Company;
2. Employees separated from Company service by occupational or non-occupational sickness or injury;
3. Employees hired by the Company under the terms of a written letter of agreement or employment contract that sets forth severance pay provisions which, in total monetary value, are equal to or greater than the provisions of this policy;
4. Employees who are covered under in the Special Severance Events conditions of Section V. B. of this policy; and
5. Employees temporarily separated from Company service due to fire, storm damage, act(s) of God, or a temporary reduction-in-force of sixty (60) days or less (within any 12 month lookback period).

B. Employees who voluntarily resign from Company employment for any reason, including retirement, are not eligible to receive severance benefits under this policy. An employee who declines to accept a Company requested employment transfer with relocation assistance and equivalent base pay and benefits (regardless of distance from current work location) shall be considered to have voluntarily resigned from Company employment and no severance benefits will be paid to any such employee under this policy or otherwise.

location) shall be considered to have voluntarily resigned from Company employment and no severance benefits will be paid to any such employee under this policy or otherwise.

III. **RESPONSIBILITY FOR ADMINISTRATION**

The Senior Vice President/Human Resources is responsible for administration of this policy and is named as Plan Administrator. Questions concerning the application or interpretation of this policy should be directed to the Plan Administrator at the following mailing address:

Corporate Secretary
CBRL Group, Inc.
305 Hartman Drive
Lebanon, TN 37087

The Plan Administrator has the discretionary authority to interpret the terms of this policy and to determine all relevant policy issues or controversies.

IV. **SEVERANCE BENEFITS**

A. **Base Severance Benefits** - The following table reflects severance benefits payable to eligible Employees subject to all other terms and conditions of this policy.

Position	Severance Benefit
Senior Corporate Officers ¹	12 months base salary; one additional week of severance for each year of service in excess of 15 years
All Other Officers	6 months base salary; additional period of up to 6 months at discretion of CEO
Directors	2 weeks of base salary for each year of service; 13 weeks minimum; up to a maximum of 26 weeks; one additional week of severance for each year of service in excess of 15 years
Other Exempt employees	1 week of base pay for each year of service if termination occurs in first three years of service; thereafter, 2 weeks of base pay for each year of service; 2 weeks minimum; up to a maximum of 13 weeks
Non-exempt employees	1 week of base pay for each year of service; 2 weeks minimum; up to a maximum of 8 weeks

"Year of service" means twelve (12) consecutive months on continuous full time employment (20 hours or more per week) with the Company. Breaks in service of more than 90 days are not recognized as continuous employment under this policy.

B. **Effect on Other Benefits** - The terms of other plans (*e.g.*, bonus, vacation, insurance, incentive and stock options and awards) will govern the terminated Employee's rights to benefits, if any, under those plans.

¹ Officer covered by a "Gold" level Change in Control Agreement (CEO, COO, CFO, SVP, DVP and General Counsel)

V. **SPECIAL SEVERANCE EVENTS**

- A. Except as provided in subsection B., below, severance benefits available under Section IV. of this policy will be paid to eligible Employees whose jobs are eliminated due to any one of the following events:
1. All other eligible Employees: any reduction-in-force authorized by a corporate officer; or
 2. Sale, divestiture, liquidation, permanent shut-down, or closing of any CBRL Group, Inc. affiliated or wholly owned company, division, business unit, restaurant, or group of restaurants.
- B. No severance benefits will be paid under subsection A., above, to any Employee who is offered employment by the Company, or by a new owner, where the new position:
1. has a base salary which is at least 90% of the base salary of the prior position;
 2. does not require relocation more than sixty (60) miles one-way from the prior job location or, if over sixty (60) miles, relocation benefits are offered for the new position under the Company's Relocation Policy; and
 3. the Employee is capable of satisfactorily performing the new job (all as determined by the Plan Administrator).

If the new or offered position fails any one of the three (3) criteria in subsection B., above, and an Employee, nonetheless, elects to accept the new job either prior to or within thirty (30) days after a Special Severance Event, then no severance benefits will be paid under this policy.

VI. **SEVERANCE RULES/CONDITIONS**

- A. In consideration of severance benefits payable under this policy each Employee must agree, in writing, on forms prescribed by the Company, to the following conditions prior to release of any severance payment(s):
1. Strict non-disclosure of Company marketing, financial, strategic planning, proprietary, or other information which is not generally known to the public;
 2. Return to CBRL Group, Inc. of all Company property in good condition and repair (normal wear and tear excepted) including but not limited to keys, security cards, credit cards, furniture, equipment, automobiles, computer hardware and software, telephone equipment, and all documents, manuals, plans, equipment, training materials, business papers, personnel files, computer diskettes or copies of the same relating to Company business which are in the Employee's possession;
 3. An unconditional release from all charges, complaints and claims, including attorney fees, based on employment with the Company, or the termination of that employment;
 4. Certain officers, as determined in the discretion of the; Company's General Counsel, will be asked to sign a non-competition and non-solicitation agreement in consideration of severance payments and in addition to any other agreement or release required under the terms of this policy.
 5. Resignation from job position and membership in any Company board, committee, or task force.
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B. Severance benefits payable under this policy generally will be made per the Company's standard pay period (bi-monthly) less deduction(s) for applicable federal, state, or local income, withholding, or other taxes. Severance payments will begin within thirty (30) days from the later of:

1. the date of termination;
2. the execution of any required severance agreement(s); or
3. the surrender of items listed in Section A. 2. above, if any.

Any financial obligation(s) owed to the Company by an Employee will be offset from severance payment(s) made under this policy. If the severance benefits due an Employee under this policy do not cover the total financial obligation(s) owed to the Company, the Employee will be billed for the additional amount. All severance, employee benefits, or other settlement costs will be charged to the separated Employee's current department.

- C. All employee benefits and benefit accruals will cease as of the Employee's final date of active employment. However, medical insurance benefits may be continued to the extent required by federal law. Terminated Employees will have other benefit conversion or withdrawal rights which may arise under any CBRL Group, Inc. sponsored retirement or welfare benefit plan as a result of separation from Company service. Any credited or unused earned vacation pay due under the CBRL Group, Inc. vacation policy will be settled within twenty-one (21) days from termination of employment, unless otherwise required under state law, along with any settlement of reimbursable expenses under the terms of the CBRL Group, Inc. expense reimbursement, travel and/or entertainment policies.
- D. The CEO has discretionary authority to offer a consulting agreement to senior and other officers (which shall not extend the severance period but may allow the employee continued participation in certain benefits and benefit plans of the Company for a period not to exceed 12 months (in the case of senior officers) and 6 months (in the case of other officers)). The CEO also has discretionary authority to offer outplacement services to senior and other officers (for a period not to exceed 12 months) and to directors and exempt employees (for a period not to exceed 6 months upon such terms and conditions as the CEO may impose). In appropriate circumstances, the CEO may also grant severance benefits in amounts not to exceed 12 weeks base pay to any Company Employee who is not otherwise eligible to receive severance benefits under this policy. In consideration for any additional severance benefits granted under this paragraph D., the CEO may require an employee to pledge his or her best efforts toward securing alternative employment. No discretionary payment made under the terms of this subsection shall be considered as establishing a precedent or right to benefits by any other Employee whether or not similarly situated to the recipient Employee.
- E. Any Employee who receives severance benefits under this policy who is rehired within the time frame for which severance benefits are payable under Section IV. shall, as a condition of re-employment, be subject to pro-rata re-payment of severance benefits under rules to be determined and consistently applied by the Plan Administrator.
- F. Any employee who receives severance benefits under this policy and is later rehired shall not have his or her prior Company service recognized or bridged if the severance period or time away from Company employment is in excess of ninety (90) days.

VII. APPEAL PROCEDURE

- A. In the event an Employee claims entitlement to severance pay under this policy or disputes the amount or method of payment, the Employee must present the reason for the claim in writing to the Plan Administrator within ninety (90) days from the date of the event giving rise to any such claim or dispute. The Plan Administrator will, within sixty (60) days thereafter, send a written
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notification to the Employee as to the disposition of the claim. If the claim is wholly or partially denied, the written notification will:

1. state the reason(s) for the denial;
2. reference specific policy provisions on which the denial is based;
3. provide a description of any additional information necessary to perfect the claim and explanation of why such information is necessary; and
4. set forth the procedure by which the Employee may appeal the denial of the claim.

B. If an Employee wishes to appeal the denial of a claim, then the Employee may request a review of such denial by making written application to the Plan Administrator within sixty (60) days after such denial. The Employee (or a duly authorized legal representative) may, upon written request to the Plan Administrator, review any document(s) pertinent to the Employee's claim, and submit in writing issues and comments in support of Employee's position. Within sixty (60) days after receipt of a written appeal, the Plan Administrator will notify the Employee of the final decision. The final decision will be in writing and will include specific reasons for the decision, written in a manner calculated to be understood by the claimant, together with specific references to the pertinent policy provisions on which the decision is based. This decision will be final and binding on all parties.

VIII. ERISA DISCLOSURES

This policy statement constitutes both the "Plan Document" and "Summary Plan Description" for the CBRL Group, Inc. Severance Benefit Plan. It supersedes all prior severance pay plans, policies, or programs, written or oral, issued by CBRL Group, Inc. or any of its affiliates. This plan is sponsored by CBRL Group, Inc. and covers eligible Employees of CBRL Group, Inc. and its affiliated companies (the "Company"). The plan operates on a calendar year basis. The Company is the Plan Sponsor and the Plan Administrator.

The Plan Number is: _____

The Plan Sponsor's Tax Identification Number Is: 62-1749513

The Plan Sponsor's Mailing Address Is:

305 Hartman Drive
Lebanon, TN 37087

CBRL Group, Inc.

The Company reserves the right in its sole discretion to amend, modify, or terminate this policy, in whole or in part, at any time, including retroactively, through issuance of a new or revised policy document, amendment, or other appropriate Company action.

The Plan Administrator has the exclusive authority to construe and interpret the terms of the Plan and to make all decisions on benefit claims

Service of process may be made on the Plan Administrator or on the Company's Legal Department at the Plan Sponsor's address.

STATEMENT OF ERISA RIGHTS

As a participant in the CBRL Group, Inc. Severance Benefit Policy ("plan") you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites, all plan documents, including, copies of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.

Obtain, upon written request to the plan administrator, copies of all plan documents governing the operations of the plan including copies of the latest annual report (Form 5500 Series), if any and updated summary plan description. The plan administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Action by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called 'fiduciaries' of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a state or federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the plan you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W. Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

[CBRL GROUP, INC. LOGO]

Post Office Box 787
Lebanon, Tennessee
37088-0787
Phone 615.443.9869

CBRL GROUP, INC.

Investor Contact: Diana S. Wynne
Senior Vice President, Corporate Affairs
(615) 443-9837

Media Contact: Julie K. Davis
Director Corporate Communications
(615) 443-9266

CBRL GROUP, INC. REPORTS JULY COMPARABLE STORE SALES

LEBANON, Tenn. (August 1, 2006) -- CBRL Group, Inc. (the "Company") (NASDAQ: CBRL) today reported comparable store sales for the fiscal five-week period ending Friday, July 28, 2006. The report includes monthly comparable store sales for both its Cracker Barrel Old Country Store^â ("Cracker Barrel") restaurants and gift shops and its Logan's Roadhouse^â ("Logan's") restaurants. Sales for Logan's previously unreported fiscal periods ended in May and June also are included.

For Cracker Barrel:

- Comparable store restaurant sales in fiscal July were down 2.8%, with an approximately 1.0% higher average check, including approximately 0.9% higher average menu pricing,
- Comparable store retail sales in fiscal July were down 3.0%.

For Logan's:

- Comparable restaurant sales were up 0.8% for the five-week period ending Friday, July 28, 2006 with an approximately 1.6% higher average check, including approximately 1.9% higher average menu pricing.

For previously unreported months for Logan's:

- Comparable restaurant sales were down 0.2% for the four-week period ending Friday, May 26, 2006, with an approximately 2.0% higher average check, including approximately 1.7% higher average menu pricing.
- Comparable restaurant sales were down 1.1% for the four-week period ending Friday, June 23, 2006, with an approximately 1.5% higher average check, including approximately 1.7% higher average menu pricing.

Headquartered in Lebanon, Tennessee, CBRL Group, Inc. presently operates 543 Cracker Barrel Old Country Store restaurants and gift shops located in 41 states and 141 company-operated and 25 franchised Logan's Roadhouse^â restaurants in 20 states.

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