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

FORM 10-Q

(Mark One)
☒ Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the Quarterly Period Ended May 01, 2026

OR

☐ Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from ______to ______

Commission file number: 001-25225

Cracker Barrel Old Country Store, Inc.

(Exact name of registrant as specified in its charter)

Tennessee (State or other jurisdiction of incorporation or organization)	62-0812904 (I.R.S. Employer Identification Number)
305 Hartmann Drive, Lebanon, Tennessee (Address of principal executive offices)	37087-4779 (Zip code)

Registrant's telephone number, including area code: (615) 444-5533

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (Par Value $0.01)	CBRL	The Nasdaq Stock Market LLC
Rights to Purchase Series A Junior Participating Preferred Stock (Par Value $0.01)		(Nasdaq Global Select Market)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

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

Large accelerated filer ☑	Accelerated filer ☐	Non-accelerated filer ☐
Smaller reporting company ☐	Emerging growth company ☐	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☑

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

22,351,460 Shares of Common Stock
Outstanding as of June 01, 2026

CRACKER BARREL OLD COUNTRY STORE, INC.

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PART I – FINANCIAL INFORMATION
ITEM 1. Financial Statements (Unaudited)

CRACKER BARREL OLD COUNTRY STORE, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)
(Unaudited)

	May 01, 2026	August 01, 2025*
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 26,050	$ 39,643
Accounts receivable	34,689	35,070
Income taxes receivable	7,602	12,820
Inventories	179,935	180,585
Prepaid expenses and other current assets	42,276	44,994
Total current assets	290,552	313,112
Property and equipment	2,552,423	2,520,468
Less: Accumulated depreciation and amortization	1,596,563	1,553,492
Property and equipment – net	955,860	966,976
Operating lease right-of-use assets, net	764,571	806,084
Intangible assets	24,325	24,350
Other assets	52,569	51,362
Total assets	$ 2,087,877	$ 2,161,884
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 131,002	$ 169,848
Current portion of long-term debt	149,850	149,178
Other current liabilities	299,203	306,577
Total current liabilities	580,055	625,603
Long-term debt	336,783	335,457
Long-term operating lease liabilities	608,049	644,026
Other long-term obligations	97,520	95,109
Commitments and Contingencies (Note 11)		
Shareholders' Equity:		
Preferred stock – 100,000,000 shares of $0.01 par value authorized; 300,000 shares designated as Series A Junior Participating Preferred Stock; no shares issued	—	—
Common stock – 400,000,000 shares of $0.01 par value authorized; 22,351,460 shares issued and outstanding at May 01, 2026, and 22,267,724 shares issued and outstanding at August 01, 2025	224	223
Additional paid-in capital	11,757	10,515
Retained earnings	453,489	450,951
Total shareholders' equity	465,470	461,689
Total liabilities and shareholders' equity	$ 2,087,877	$ 2,161,884

See Notes to unaudited Condensed Consolidated Financial Statements.

* This Condensed Consolidated Balance Sheet has been derived from the audited Consolidated Balance Sheet as of August 01, 2025, as filed with the Securities and Exchange Commission in the Company's Annual Report on Form 10-K for the fiscal year ended August 01, 2025.

CRACKER BARREL OLD COUNTRY STORE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except share data)
(Unaudited)

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Total revenue	$ 797,367	$ 821,147	$ 2,469,372	$ 2,615,675
Cost of goods sold (exclusive of depreciation and rent)	240,973	247,280	782,038	816,013
Labor and other related expenses	302,083	304,781	919,110	938,342
Other store operating expenses	198,198	207,486	644,546	639,059
General and administrative expenses	49,393	46,025	145,401	167,341
Impairment and store closing costs	—	718	3,891	3,869
Operating income (loss)	6,720	14,857	(25,614)	51,051
Other income:				
Litigation settlement income	(47,422)	—	(47,422)	—
Interest expense, net	3,668	4,984	11,425	15,784
Income before income taxes	50,474	9,873	10,383	35,267
Provision for income taxes (income tax benefit)	7,663	(2,701)	(9,088)	(4,358)
Net income	$ 42,811	$ 12,574	$ 19,471	$ 39,625
Net income per share:				
Basic	$ 1.92	$ 0.56	$ 0.87	$ 1.78
Diluted	$ 1.90	$ 0.56	$ 0.86	$ 1.77
Weighted average shares:				
Basic	22,351,318	22,264,782	22,328,450	22,246,936
Diluted	22,500,168	22,459,281	22,513,419	22,435,317

See Notes to unaudited Condensed Consolidated Financial Statements.

CRACKER BARREL OLD COUNTRY STORE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(Unaudited and in thousands, except share data)

	Common Stock		Additional Paid-In	Retained	Total Shareholders'
	Shares	Amount	Capital	Earnings	Equity
Balances at August 01, 2025	22,267,724	$ 223	$ 10,515	$ 450,951	$ 461,689
Comprehensive Loss:					
Net loss	—	—	—	(24,622)	(24,622)
Total comprehensive loss	—	—	—	(24,622)	(24,622)
Cash dividends declared - $0.25 per share	—	—	—	(5,475)	(5,475)
Share-based compensation	—	—	(921)	—	(921)
Issuance of share-based compensation awards, net of shares withheld for employee taxes	58,842	—	(1,903)	—	(1,903)
Balances at October 31, 2025	22,326,566	$ 223	$ 7,691	$ 420,854	$ 428,768
Comprehensive Income:					
Net income	—	—	—	1,282	1,282
Total comprehensive income	—	—	—	1,282	1,282
Cash dividends declared - $0.25 per share	—	—	—	(5,752)	(5,752)
Share-based compensation	—	—	1,560	—	1,560
Issuance of share-based compensation awards, net of shares withheld for employee taxes	24,223	1	(32)	—	(31)
Balances at January 30, 2026	22,350,789	$ 224	$ 9,219	$ 416,384	$ 425,827
Comprehensive Income:					
Net income	—	—	—	42,811	42,811
Total comprehensive income	—	—	—	42,811	42,811
Cash dividends declared - $0.25 per share	—	—	—	(5,706)	(5,706)
Share-based compensation	—	—	2,547	—	2,547
Issuance of share-based compensation awards, net of shares withheld for employee taxes	671	—	(9)	—	(9)
Balances at May 01, 2026	22,351,460	$ 224	$ 11,757	$ 453,489	$ 465,470

	Common Stock		Additional Paid-In	Retained	Total Shareholders'
	Shares	Amount	Capital	Earnings	Equity
Balances at August 02, 2024	22,203,043	$ 222	$ 12,575	$ 427,352	$ 440,149
Comprehensive Income:					
Net income	—	—	—	4,844	4,844
Total comprehensive income	—	—	—	4,844	4,844
Cash dividends declared - $0.25 per share	—	—	—	(5,679)	(5,679)
Share-based compensation	—	—	2,625	—	2,625
Issuance of share-based compensation awards, net of shares withheld for employee taxes	39,185	—	(1,239)	—	(1,239)
Balances at November 01, 2024	22,242,228	$ 222	$ 13,961	$ 426,517	$ 440,700
Comprehensive Income:					
Net income	—	—	—	22,207	22,207
Total comprehensive income	—	—	—	22,207	22,207
Cash dividends declared - $0.25 per share	—	—	—	(5,732)	(5,732)
Share-based compensation	—	—	3,880	—	3,880
Issuance of share-based compensation awards, net of shares withheld for employee taxes	21,253	1	(141)	—	(140)
Balances at January 31, 2025	22,263,481	$ 223	$ 17,700	$ 442,992	$ 460,915
Comprehensive income:					
Net income	—	—	—	12,574	12,574
Total comprehensive income	—	—	—	12,574	12,574
Cash dividends declared - $0.25 per share	—	—	—	(5,680)	(5,680)
Share-based compensation	—	—	1,551	—	1,551
Issuance of share-based compensation awards, net of shares withheld for employee taxes	3,470	—	(49)	—	(49)
Balances at May 02, 2025	22,266,951	$ 223	$ 19,202	$ 449,886	$ 469,311

See Notes to unaudited Condensed Consolidated Financial Statements.

CRACKER BARREL OLD COUNTRY STORE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited and in thousands)

	Nine Months Ended	
	May 01, 2026	May 02, 2025
Cash flows from operating activities:		
Net income	$ 19,471	$ 39,625
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	91,760	90,379
Amortization of debt issuance costs	1,998	1,329
Loss on disposition of property and equipment	5,066	6,249
Impairment	418	3,581
Share-based compensation	3,186	8,056
Noncash lease expense	45,735	45,560
Amortization of asset recognized from gain on sale and leaseback transactions	9,551	9,551
Changes in assets and liabilities:		
Inventories	650	12,263
Other current assets	8,317	(12,845)
Accounts payable	(38,846)	(41,171)
Other current liabilities	(7,173)	10,066
Long-term operating lease liabilities	(48,716)	(49,156)
Other long-term assets and liabilities	1,089	(6,810)
Net cash provided by operating activities	92,506	116,677
Cash flows from investing activities:		
Purchase of property and equipment	(90,075)	(113,672)
Proceeds from insurance recoveries of property and equipment	2,179	458
Proceeds from sale of property and equipment	1,301	1,829
Net cash used in investing activities	(86,595)	(111,385)
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	238,000	308,500
Principal payments under long-term debt	(238,000)	(297,075)
Taxes withheld from issuance of share-based compensation awards	(1,943)	(1,428)
Dividends on common stock	(17,561)	(17,510)
Net cash used in financing activities	(19,504)	(7,513)
Net decrease in cash and cash equivalents	(13,593)	(2,221)
Cash and cash equivalents, beginning of period	39,643	12,035
Cash and cash equivalents, end of period	$ 26,050	$ 9,814
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest, net of amounts capitalized	$ 8,793	$ 13,590
Income taxes, net of refunds	$ (17,366)	$ 8,035
Supplemental schedule of non-cash investing and financing activities*:		
Capital expenditures accrued in accounts payable	$ 3,336	$ 5,450
Dividends declared but not yet paid	$ 6,484	$ 7,016

*See Note 8 for additional supplemental disclosures related to leases.

See Notes to unaudited Condensed Consolidated Financial Statements.

CRACKER BARREL OLD COUNTRY STORE, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In thousands, except percentages, share and per share data)
(Unaudited)

1. Condensed Consolidated Financial Statements

Cracker Barrel Old Country Store, Inc. and its affiliates (collectively, in these Notes to Condensed Consolidated Financial Statements, the “Company”) are principally engaged in the operation and development of the Cracker Barrel Old Country Store® (“Cracker Barrel”) concept in the United States.

The accompanying condensed consolidated financial statements have been prepared by the Company in accordance with accounting principles generally accepted in the United States of America and pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) without audit. In the opinion of management, all adjustments (consisting of normal and recurring items) necessary for a fair presentation of such condensed consolidated financial statements have been made. The results of operations for any interim period are not necessarily indicative of results for a full year.

These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto contained in the Company’s Annual Report on Form 10-K for the year ended August 01, 2025 (the “2025 Form 10-K”). The accounting policies used in preparing these condensed consolidated financial statements are the same as described in the 2025 Form 10-K. References to a year in these Notes to Condensed Consolidated Financial Statements are to the Company’s fiscal year unless otherwise noted.

Recent Accounting Pronouncements Not Yet Adopted

Income Tax Disclosures

In December 2023, the FASB issued new income tax disclosure requirements which require disclosure of disaggregated income taxes paid, prescribes standard categories for the components of the effective tax rate reconciliation and modifies other income tax-related disclosures. These new disclosure requirements are effective for annual periods beginning after December 15, 2024 and allow for adoption on a prospective basis, with a retrospective option. The Company is currently evaluating the effect of adopting these new disclosure requirements on its consolidated financial statements and related disclosures in the fourth quarter of 2026.

Disaggregation of Income Statement Expenses

In November 2024, the FASB issued new disclosure requirements which require disaggregated information about certain income statement line items. These new disclosure requirements are effective for annual periods beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. These disclosure requirements may be applied either prospectively to financial statements issued for reporting periods after the effective date or retrospectively to any or all periods presented in the financial statements. The Company is currently evaluating the effect of adopting these new disclosure requirements on its consolidated financial statements and related disclosures in 2028 as well as interim disclosures beginning in the first quarter of 2029.

2. Fair Value Measurements

The Company's assets measured at fair value on a recurring basis at May 01, 2026 were as follows:

	Level 1	Level 2	Level 3	Total Fair Value
Cash equivalents*	$ 17,001	$ —	$ —	$ 17,001
Total	$ 17,001	$ —	$ —	$ 17,001
Deferred compensation plan assets**				24,077
Total assets at fair value				$ 41,078

The Company's assets measured at fair value on a recurring basis at August 01, 2025 were as follows:

	Level 1	Level 2	Level 3	Total Fair Value
Cash equivalents*	$ 27,501	$ —	$ —	$ 27,501
Total	$ 27,501	$ —	$ —	$ 27,501
Deferred compensation plan assets**				22,700
Total assets at fair value				$ 50,201

*Consists of money market fund investments.
**Represents plan assets invested in mutual funds established under a rabbi trust for the Company's non-qualified savings plan and is included in the Condensed Consolidated Balance Sheets as other assets.

The Company's money market fund investments are measured at fair value using quoted market prices. The Company's deferred compensation plan assets are measured based on net asset value per share as a practical expedient to estimate fair value. The fair values of the Company's accounts receivable and accounts payable approximate their carrying amounts because of their short duration. The Company did not have any liabilities measured at fair value on a recurring basis at May 01, 2026 or August 01, 2025. The fair value of the Company's variable rate debt, based on quoted market prices, which are considered Level 1 inputs, approximates its carrying amount. The Company did not have any outstanding borrowings under its variable rate debt under the 2025 Revolving Credit Facility at May 01, 2026 or August 01, 2025.

The Company's financial instruments that are not remeasured at fair value include the 0.625% Convertible Senior Notes due 2026 (the "2026 Notes") and the 1.75% Convertible Senior Notes due 2030 (the "2030 Notes"). See Note 4 for further information on the 2026 Notes and the 2030 Notes. The Company estimates the fair value of the 2026 and the 2030 Notes through consideration of quoted market prices of similar instruments, classified as Level 2. The estimated fair value of the 2026 Notes was $148,688 and $144,075 as of May 01, 2026 and August 01, 2025, respectively. The estimated fair value of the 2030 Notes was $280,150 and $374,246 as of May 01, 2026 and August 01, 2025, respectively.

3. Inventories

Inventories were comprised of the following as of the dates indicated:

	May 01, 2026	August 01, 2025
Retail	$ 133,002	$ 135,631
Restaurant	27,411	25,482
Supplies	19,522	19,472
Total	$ 179,935	$ 180,585

4. Debt

On May 16, 2025, the Company entered into a five-year $800,000 credit facility (the “2025 Credit Facility”). The 2025 Credit Facility consists of a $550,000 revolving credit facility (the “2025 Revolving Credit Facility”), which includes an up to $25,000 swingline subfacility and an up to $75,000 letter of credit subfacility. The 2025 Credit Facility also provides for an uncommitted accordion feature that allows the Company to increase the 2025 Revolving Credit Facility by up to $200,000, plus any additional amount that would not cause the Company to exceed a consolidated total leverage ratio of 3.50 to 1.00 (subject to securing additional commitments from existing lenders or new lending institutions). The 2025 Credit Facility also initially provided for a $250,000 delayed draw term loan facility (the “Delayed Draw Term Facility”), which was terminated on June 13, 2025 in connection with the Company’s issuance and sale of $345,000 aggregate principal amount of the 2030 Notes. See further information regarding the 2030 Notes described below. On May 01, 2026 and August 01, 2025, the Company had no borrowings under the 2025 Revolving Credit Facility.

As of May 01, 2026, the Company had $8,703 of standby letters of credit, which reduce the Company’s borrowing availability under the 2025 Revolving Credit Facility (see Note 11 for more information on the Company’s standby letters of credit). As of May 01, 2026, the Company had $541,297 in borrowing availability under the 2025 Revolving Credit Facility.

In accordance with the 2025 Revolving Credit Facility, outstanding borrowings bear interest, at the Company’s election, either at (1) the Term Secured Overnight Financing Rate (SOFR), plus an applicable margin based on the Company’s consolidated total leverage ratio (the “Applicable Margin”) or (2) a base rate equal to the greatest of (i) the prime rate, (ii) a rate that is 0.5% in excess of the Federal Funds Rate, and (iii) one-month Term SOFR plus 1.0%, in each case, plus an Applicable Margin.

The 2025 Revolving Credit Facility contains customary financial covenants, which include maintenance of a maximum consolidated senior secured leverage ratio and a minimum consolidated interest coverage ratio. At May 01, 2026, the Company was in compliance with all financial covenants under the 2025 Revolving Credit Facility.

The 2025 Revolving Credit Facility also imposes restrictions on the amount of dividends the Company is permitted to pay and the amount of shares the Company is permitted to repurchase. Under the 2025 Revolving Credit Facility, provided there is no default existing and the total of the Company’s availability under the 2025 Revolving Credit Facility plus the Company’s cash and cash equivalents on hand is at least $100,000 (the “Cash Availability”), the Company may declare and pay cash dividends on shares of its common stock and repurchase shares of its common stock (1) in an unlimited amount if, at the time such dividend or repurchase is made, the Company’s consolidated total leverage ratio is 3.50 to 1.00 or less and (2) in an aggregate amount not to exceed $100,000 in any fiscal year if, at the time such dividend or repurchase is made, the Company’s consolidated total leverage ratio is greater than 3.50 to 1.00 at the time the dividend or repurchase is made; notwithstanding (1) and (2), so long as immediately after giving effect to the payment of any such dividends, Cash Availability is at least $100,000, the Company may declare and pay cash dividends on shares of its common stock in an aggregate amount not to exceed in any fiscal year the product of the aggregate amount of dividends declared in the fourth quarter of the immediately preceding fiscal year multiplied by four.

Convertible Senior Notes

2026 Notes

On June 18, 2021, the Company completed a private offering of $300,000 aggregate principal amount of the 2026 Notes. The 2026 Notes are governed by the terms of an indenture (the “2026 Indenture”) between the Company and U.S. Bank National Association as the Trustee. The 2026 Notes will mature on June 15, 2026, unless earlier converted, repurchased or redeemed. The 2026 Notes bear cash interest at an annual rate of 0.625%, payable semi-annually in arrears on June 15 and December 15 of each year.

The 2026 Notes are unsecured obligations and do not contain any financial or operating covenants or restrictions on the payments of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by the Company or any of its subsidiaries. Upon the occurrence of certain events of default, the principal amount of, and all accrued and unpaid interest on, all of the notes then outstanding will immediately become due and payable. However, notwithstanding the foregoing, the Company may elect, at its option, that the sole remedy for an event of default relating to certain failures by the Company to comply with certain reporting covenants in the 2026 Indenture will consist exclusively of the right of the noteholders to receive special interest on the 2026 Notes for up to 180 calendar days during which such event of default has occurred and is continuing, at a specified rate for the first 90 days of 0.25% per annum, and thereafter at a rate of 0.50% per annum, on the principal amount of the 2026 Notes.

The initial conversion rate applicable to the 2026 Notes was 5.3153 shares of the Company’s common stock per $1,000 principal amount of the 2026 Notes, which represented an initial conversion price of approximately $188.14 per share of the Company’s common stock, a premium of 25.0% over the last reported sale price of $150.51 per share on June 15, 2021, the date on which the 2026 Notes were priced. The conversion rate is subject to customary adjustments upon the occurrence of certain events, including the payment of dividends to holders of the Company’s common stock. As of May 01, 2026, the conversion rate, as adjusted, was 6.5367 shares of the Company’s common stock per $1,000 principal amount of the 2026 Notes. In addition, if certain corporate events that constitute a “Make-Whole Fundamental Change” occur, then the conversion rate will, in certain circumstances, be increased for a specified period of time.

Net proceeds from the 2026 Notes offering were approximately $291,000, after deducting the initial purchasers’ discounts and commissions and the Company’s offering fees and expenses. Contemporaneously with the 2030 Notes offering described below, the Company used approximately $145,900 of the net proceeds from the 2030 Notes for the repurchase of $150,000 aggregate principal amount of 2026 Notes in separate and privately negotiated transactions and recorded a gain on extinguishment of debt of $3,186 in the gain on extinguishment of debt line on the Consolidated Statements of Income for the year ended August 01, 2025.

During any calendar quarter commencing after September 30, 2021, in which the closing price of the Company’s common stock exceeds 130% of the applicable conversion price of the 2026 Notes on at least 20 of the last 30 consecutive trading days of the quarter, holders may, in the quarter immediately following, convert all or a portion of their 2026 Notes. When a conversion notice is received, the Company has the option to pay or deliver the conversion amount entirely in cash or a combination of cash and shares of the Company’s common stock. The Company did not elect the option to require net cash settlement for the 2026 Notes prior to the applicable election deadline. As of May 01, 2026, the Company’s common stock price did not exceed the conversion price of the 2026 Notes. Accordingly, the Company expects the 2026 Notes to be settled solely in cash at maturity plus accrued interest. As of May 01, 2026 and August 01, 2025, the 2026 Notes are classified as a current liability due to their maturity date in 2026.

The following table includes the outstanding principal amount and carrying value of the 2026 Notes as of the dates indicated:

	May 01, 2026	August 01, 2025
Liability component		
Principal	$ 150,000	$ 150,000
Less: Debt issuance costs	150	822
Net carrying amount	$ 149,850	$ 149,178

(1) Debt issuance costs are amortized to interest expense using the effective interest method over the expected life of the 2026 Notes.

The effective rate of the 2026 Notes over their expected life is 1.23%. The following is a summary of interest expense for the 2026 Notes for specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Coupon interest	$ 234	$ 474	$ 703	$ 1,422
Amortization of issuance costs	225	443	672	1,329
Total interest expense	$ 459	$ 917	$ 1,375	$ 2,751

2030 Notes

On June 13, 2025, the Company completed a private offering of $345,000 aggregate principal amount of the 2030 Notes. The 2030 Notes are governed by the terms of an indenture between the Company and U.S. Bank Trust Company, National Association as the Trustee (the “2030 Indenture”). The 2030 Notes will mature on September 15, 2030, unless earlier converted, repurchased or redeemed. The 2030 Notes bear cash interest at an annual rate of 1.75%, payable semi-annually in arrears on March 15 and September 15 of each year, commencing on March 15, 2026.

The 2030 Notes are unsecured obligations and do not contain any financial or operating covenants or restrictions on the payments of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by the Company or any of its subsidiaries. Upon the occurrence of certain events of default set forth in the 2030 Indenture, the principal amount of, and all accrued and unpaid interest on, all of the 2030 Notes then outstanding will immediately become due and payable. However, notwithstanding the foregoing, the Company may elect, at its option, that the sole remedy for an event of default relating to certain failures by the Company to comply with certain reporting covenants in the 2030 Indenture will consist exclusively of the right of the noteholders to receive special interest on the 2030 Notes for up to 180 calendar days during which such event of default has occurred and is continuing, at a specified rate for the first 90 days of 0.25% per annum, and thereafter at a rate of 0.50% per annum, on the principal amount of the 2030 Notes.

The initial conversion rate applicable to the 2030 Notes was 13.8455 shares of the Company’s common stock per $1,000 principal amount of 2030 Notes, which represented an initial conversion price of approximately $72.23 per share of the Company’s common stock, a premium of approximately 32.5% over the last reported sale price of $54.51 per share on June 10, 2025, the date on which the 2030 Notes were priced. The conversion rate is subject to customary adjustments upon the occurrence of certain events. On May 01, 2026, the conversion rate was 13.8455 shares of the Company’s common stock per $1,000 principal amount of the 2030 Notes. In addition, if certain corporate events that constitute a “Make-Whole Fundamental Change” occur, then the conversion rate will, in certain circumstances, be increased for a specified period of time.

Net proceeds from the 2030 Notes offering were approximately $335,000, after deducting the initial purchasers’ discounts and commissions and the Company’s offering fees and expenses.

During any calendar quarter commencing after the calendar quarter ending on September 30, 2025 (and only during such calendar quarter), if the last reported sale price per share of the Company's common stock exceeds 130% of the conversion price for each of at least 20 trading days during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter, holders may, in the immediate quarter following, convert all or a portion of their 2030 Notes. The holders of the 2030 Notes were not eligible to convert their 2030 Notes during the first nine months of 2026 or during 2025. When a conversion notice is received, the Company will settle any conversions by paying or delivering, as applicable, cash or, if applicable and at the Company's election, a combination of cash (which shall not be less than $1,000 for each $1,000 principal amount of 2030 Notes being settled) and shares of the Company's common stock, based on the applicable conversion rate(s) at the time of each such conversion. Accordingly, as of May 01, 2026, the Company was not required to settle the 2030 Notes and, therefore, the 2030 Notes are classified as long-term debt.

The following table includes the outstanding principal amount and carrying value of the 2030 Notes as of the period indicated:

	May 01, 2026	August 01, 2025
Liability component		
Principal	$ 345,000	$ 345,000
Less: Debt issuance costs	8,217	9,543
Net carrying amount	$ 336,783	$ 335,457

(2) Debt issuance costs are amortized to interest expense using the effective interest method over the expected life of the 2030 Notes.

The effective rate of the 2030 Notes over their expected life is 2.33%.

The following is a summary of interest expense for the 2030 Notes for the quarter and first nine months ended May 01, 2026:

	Quarter Ended May 01, 2026	Nine Months Ended May 01, 2026
Coupon interest	$ 1,509	$ 4,528
Amortization of issuance costs	444	1,326
Total interest expense	$ 1,953	$ 5,854

Convertible Note Hedge and Warrant Transactions

In connection with the offering of the 2026 Notes, the Company entered into convertible note hedge transactions (the "Convertible Note Hedge Transactions") with certain of the initial purchasers of the 2026 Notes and/or their respective affiliates and other financial institutions (in this capacity, the "Hedge Counterparties"). Concurrently with the Company's entry into the Convertible Note Hedge Transactions, the Company also entered into separate, warrant transactions with the Hedge Counterparties collectively relating to the same number of shares of the Company's common stock, which initially was approximately 1,600,000 shares, subject to customary anti-dilution adjustments, and for which the Company received proceeds that partially offset the cost of entering into the Convertible Note Hedge Transactions (the "Warrant Transactions").

The Convertible Note Hedge Transactions cover, subject to customary anti-dilution adjustments, the number of shares of the Company's common stock that initially underlaid the 2026 Notes and are expected generally to reduce the potential equity dilution, and/or offset any cash payments in excess of the principal amount due, as the case may be, upon conversion of the 2026 Notes. By default, the Warrant Transactions are net share settled and the Company has the option to settle in cash or shares. The Warrant Transactions could have a dilutive effect on the Company's common stock to the extent that the price of its common stock exceeds the strike price of the Warrant Transactions. The strike price was initially $263.39 per share and is subject to certain adjustments under the terms of the Warrant Transactions. As of May 01, 2026, the strike price, as adjusted, of the Warrant Transactions was $214.18 per share as a result of dividends declared since the 2026 Notes were issued. As of May 01, 2026, the market price of the Company's common stock did not exceed the conversion price of the 2026 Notes or the strike price of the Warrant Transactions. As a result, the Convertible Note Hedge Transactions and Warrant Transactions were not economically exercisable, and no cash settlement, share settlement, or dilution had occurred as of May 01, 2026.

As these transactions meet certain accounting criteria, the Convertible Note Hedge Transactions and Warrant Transactions were recorded in shareholders' equity within additional paid-in capital, not accounted for as derivatives and are not remeasured each reporting period.

In connection with the repurchase of the 2026 Notes, on June 16, 2025, the Company entered into partial unwind agreements with the Hedge Counterparties, to unwind a portion of the Convertible Note Hedge Transactions and Warrant Transactions underlying the repurchased 2026 Notes. These transactions were recorded in shareholders' equity within additional paid-in capital.

Capped Call Transactions

In connection with the offering of the 2030 Notes, the Company entered into privately negotiated capped call transactions (the "Capped Call Transactions") with certain of the initial purchasers of the 2030 Notes and/or their respective affiliates and other financial institutions (the "Option Counterparties").

The Capped Call Transactions cover, subject to customary anti-dilution adjustments, the number of shares of the Company's common stock that initially underlie the 2030 Notes and are expected generally to reduce or offset the potential equity dilution upon any conversion of the 2030 Notes, and/or offset any cash payments that the Company may be required to make in excess of the principal amount of converted 2030 Notes with such reduction and/or offset subject to a cap, based on the cap price of the Capped Call Transactions. The cap price of the Capped Call Transactions is initially approximately $87.22 and is subject to certain adjustments under the terms of the Capped Call Transactions.

The Capped Call Transactions were accounted for as equity instruments and recorded in shareholders' equity within additional paid-in capital. These transactions are not subject to remeasurement.

5. <u>Seasonality</u>

Historically, the revenue and net income of the Company have been lower in the first and third quarters and higher in the second and fourth quarters. Management attributes these variations to the holiday shopping season and the summer vacation and travel season. The Company's retail sales, which are made substantially to the Company's restaurant customers, historically have been highest in the Company's second quarter, which includes the holiday shopping season. Historically, interstate tourist traffic and the propensity to dine out have been higher during the summer months, thereby contributing to higher profits in the Company's fourth quarter. The Company generally opens additional new locations throughout the year. Therefore, the results of operations for any interim period cannot be considered indicative of the operating results for an entire year.

6. Segment Information

The Company represents a single, integrated operation with two related and substantially integrated product lines. The operating expenses of the restaurant and retail product lines of a store are shared and are indistinguishable in many respects. As such, the Company has determined it operates as one operating segment and one reportable segment. All of the Company's operations are located within the United States.

The Company's chief operating decision maker (the "CODM") is the Company's Chief Executive Officer. The CODM uses consolidated net income to evaluate performance and as a basis for allocating resources. The CODM uses consolidated net income primarily in the forecasting process and periodic reviews of actual performance as compared to forecasts. The CODM reviews balance sheet and capital expenditure information at a consolidated level and, as such, the measure of total assets is reflected at the consolidated balance sheet level.

The following table presents information on the Company's reportable segment and consolidated net income:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Total revenue	$ 797,367	$ 821,147	$ 2,469,372	$ 2,615,675
Restaurant cost of goods sold (exclusive of depreciation and rent)	171,832	177,896	535,149	559,873
Retail cost of goods sold (exclusive of depreciation and rent)	69,141	69,384	246,889	256,140
Labor and other related expenses	302,083	304,781	919,110	938,342
Other store operating expenses (a)	93,391	96,951	290,266	295,630
Advertising expense	23,100	29,658	88,583	87,273
Store-level supplies expense	25,847	27,662	85,578	91,642
Store-level maintenance expense	30,030	29,467	101,156	91,264
Store-level utilities expense	25,830	23,748	78,963	73,250
General and administrative expenses	49,393	46,025	145,401	167,341
Other segment items (b)	—	718	3,891	3,869
Litigation settlement income	(47,422)	—	(47,422)	—
Interest expense, net	3,668	4,984	11,425	15,784
Income before income taxes	50,474	9,873	10,383	35,267
Provision for income taxes (income tax benefit)	7,663	(2,701)	(9,088)	(4,358)
Segment profit and consolidated net income	$ 42,811	$ 12,574	$ 19,471	$ 39,625

(a) Excludes advertising, store-level supplies, store-level maintenance and store-level utilities expenses which are disclosed separately.
(b) Consists of impairment costs and store closing costs.

7. Revenue Recognition

Revenue consists primarily of sales from restaurant and retail operations. The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a restaurant guest, retail customer or other customer. The Company's policy is to present sales in the Condensed Consolidated Statements of Income on a net presentation basis after deducting sales tax.

Disaggregation of revenue

Total revenue was comprised of the following for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Revenue:				
Restaurant	$ 658,399	$ 679,341	$ 2,003,325	$ 2,113,090
Retail	138,968	141,806	466,047	502,585
Total revenue	$ 797,367	$ 821,147	$ 2,469,372	$ 2,615,675

Restaurant Revenue

The Company recognizes revenues from restaurant sales when payment is tendered at the point of sale, as the Company's performance obligation to provide food and beverages is satisfied.

Retail Revenue

The Company recognizes revenues from retail sales when payment is tendered at the point of sale, as the Company's performance obligation to provide merchandise is satisfied. Ecommerce sales, including shipping revenue, are recorded upon delivery to the customer. Additionally, estimated sales returns are calculated based on return history and sales levels.

Gift Card Breakage

Included in restaurant and retail revenue is gift card breakage. Customer purchases of gift cards, to be utilized at the Company's stores, are not recognized as sales until the card is redeemed and the customer purchases food and/or merchandise. Gift cards do not carry an expiration date; therefore, customers can redeem their gift cards indefinitely. A certain number of gift cards will not be fully redeemed. Management estimates unredeemed balances and recognizes gift card breakage revenue for these amounts in the Company's Condensed Consolidated Statements of Income over the expected redemption period. Gift card breakage is recognized when the likelihood of a gift card being redeemed by the customer is remote, and the Company determines that there is not a legal obligation to remit the unredeemed gift card balance to the relevant jurisdiction.

The determination of the gift card breakage rate is based upon the Company's specific historical redemption patterns. The Company recognizes gift card breakage by applying its estimate of the rate of gift card breakage over the period of estimated redemption. For the quarter and nine months ended May 01, 2026, gift card breakage was $1,173 and $9,290, respectively. For the quarter and nine months ended May 02, 2025, gift card breakage was $1,357 and $10,909, respectively.

Deferred revenue related to the Company's gift cards was $83,611 and $82,452, respectively, at May 01, 2026 and August 01, 2025 and is included in other current liabilities on the Condensed Consolidated Balance Sheets. Revenue recognized in the Condensed Consolidated Statements of Income for the nine months ended May 01, 2026 and May 02, 2025 for the redemption of gift cards which were included in the deferred revenue balance at the beginning of the fiscal year was $28,710 and $30,047, respectively.

Loyalty Program

The Company's customer loyalty program, Cracker Barrel Rewards, allows members to earn points ("pegs") for each qualifying purchase in store or online. Pegs earned are then converted to rewards upon reaching certain thresholds. These rewards may be redeemed on future restaurant or retail purchases in store or online.

The estimation of the standalone selling price of pegs and other rewards issued to customers involves several assumptions, primarily the estimated value of the product for which the reward is expected to be redeemed and the probability that the pegs or reward will expire. These inputs are subject to change over time due to factors such as increased costs or changes in customer behavior.

The Company defers a portion of the revenue related to the pegs earned at the time of the original transaction based on the estimated value of the item for which the reward is expected to be redeemed, net of estimated unredeemed pegs. Pegs expire after twelve months. Revenue is recognized for these performance obligations upon redemption of pegs or rewards earned by the customer. As of May 01, 2026 and August 01, 2025, deferred revenue related to the loyalty program was $10,040 and $5,419, respectively, and is included in other current liabilities on the Condensed Consolidated Balance Sheets.

8. Leases

The Company has ground leases for its leased stores and office space leases that are recorded as operating leases under various non-cancellable operating leases. The Company also leases advertising billboards, vehicle fleets, and certain equipment under various non-cancellable operating leases. Additionally, the Company completed sale-leaseback transactions in 2009, 2020 and 2021 (see section below entitled "Sale and Leaseback Transactions"); all the properties qualified for sale and leaseback and operating lease accounting classification. To determine whether a contract is or contains a lease, the Company determines at contract inception whether it contains the right to control the use of an identified asset for a period of time in exchange for consideration. If the contract has the right to obtain substantially all of the economic benefit from use of the identified asset and the right to direct the use of the identified asset, the Company recognizes a right-of-use asset and lease liability.

The Company's leases all have varying terms and expire at various dates through 2060. Restaurant real estate leases typically have base terms of ten years with four to five optional renewal periods of five years each. The Company uses a lease life that generally begins on the commencement date, including the rent holiday periods, and generally extends through certain renewal periods that can be exercised at the Company's option. During rent holiday periods, which include the pre-opening period during construction, the Company has possession of and access to the property, but is not obligated to, and normally does not, make rent payments. The Company has included lease renewal options in the lease term for calculations of the right-of-use asset and liability for which at the commencement of the lease it is reasonably certain that the Company will exercise those renewal options. Additionally, some of the leases have contingent rent provisions and others require adjustments for inflation or index. Contingent rent is determined as a percentage of gross sales in excess of specified levels. The Company records a contingent rent liability and corresponding rent expense when it is probable sales have been achieved in amounts in excess of the specified levels. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The Company has elected not to separate lease and non-lease components. Additionally, the Company has elected to apply the short term lease exemption to all asset classes and the short term lease expense for the period reasonably reflects the short term lease commitments. As the Company's leases do not provide an implicit rate, the Company uses the incremental borrowing rate based on the information available at the time of commencement or modification date in determining the present value of lease payments. For operating leases that commenced prior to the date of adoption of the new lease accounting guidance, the Company used the incremental borrowing rate as of the adoption date. Assumptions used in determining the Company's incremental borrowing rate include the Company's implied credit rating and an estimate of secured borrowing rates based on comparable market data.

The following table summarizes the components of lease cost for operating leases for the specified periods:

	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Operating lease cost	$ 27,301	$ 27,701	$ 82,438	$ 83,504
Short term lease cost	245	537	2,512	2,793
Variable lease cost	1,024	935	3,475	2,761
Total lease cost	$ 28,570	$ 29,173	$ 88,425	$ 89,058

The following table summarizes supplemental cash flow information and non-cash activity related to the Company's operating leases for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Operating cash flow information:				
Cash paid for amounts included in the measurement of lease liabilities	$ 24,367	$ 24,610	$ 73,331	$ 73,623
Noncash information:				
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 715	$ 4,629	$ 3,487	$ 6,709
Lease modifications or reassessments increasing right-of-use assets	$ 1,363	$ 6,981	$ 15,216	$ 20,195
Lease modifications removing right-of-use assets	$ (41)	$ (179)	$ (4,931)	$ (785)

The following table summarizes the weighted-average remaining lease term and the weighted-average discount rate for operating leases as of dates indicated:

	May 01, 2026	May 02, 2025
Weighted-average remaining lease term	14.70 Years	15.30 Years
Weighted-average discount rate	5.47 %	5.45 %

The following table summarizes the maturities of undiscounted cash flows reconciled to the total operating lease liability as of May 01, 2026:

Year	Total
Remainder of 2026	$ 24,351
2027	81,251
2028	71,122
2029	66,149
2030	58,774
Thereafter	681,838
Total future minimum lease payments	983,485
Less imputed remaining interest	(321,974)
Total present value of operating lease liabilities	$ 661,511

Sale and Leaseback Transactions

In 2009, the Company completed sale and leaseback transactions involving 15 of its owned Cracker Barrel stores and its retail distribution center. Under the transactions, the Company sold the land, buildings and improvements and subsequently leased the land, buildings and improvements for terms of 20 or 15 years. The leases include specified renewal options for up to 20 additional years.

In 2020, the Company completed a sale and leaseback transaction involving 64 Cracker Barrel stores. Under the transaction, the land, buildings and building improvements at the locations were sold and leased back for initial terms of 20 years and renewal options up to 50 years.

In 2021, the Company completed a sale and leaseback transaction involving 62 Cracker Barrel stores. Under the transaction, the land, buildings and building improvements at the locations were sold and leased back for initial terms of 20 years and renewal options up to 50 years.

9. Litigation Settlement

In March 2026, the Company received $47,422, net of legal fees, pursuant to a settlement agreement resolving interchange fee litigation. This amount is recorded in the litigation settlement income line on the Consolidated Statement of Income.

10. Net Income Per Share and Weighted Average Shares

Basic consolidated net income per share is computed by dividing consolidated net income available to common shareholders by the weighted average number of shares of common stock outstanding for the reporting period. Diluted consolidated net income per share reflects the potential dilution that could occur if securities, options or other contracts to issue shares of common stock were exercised or converted into shares of common stock and is based upon the weighted average number of shares of common stock and common equivalent shares outstanding during the reporting period. For periods in which the Company reports a net loss, diluted consolidated net loss per share is the same as basic net loss per share because the effect of all potentially dilutive securities would be anti-dilutive. Common equivalent shares related to stock options and nonvested stock awards and units issued by the Company are calculated using the treasury stock method. The outstanding stock options and nonvested stock awards and units issued by the Company represent the only dilutive effects on diluted consolidated net income per share. The 2026 Notes, the 2030 Notes and warrants related to the 2026 Notes are calculated using the net share settlement option under the if converted method. The principal amount of the 2026 and the 2030 Notes will be settled in cash with any excess conversion value settled in cash or shares of common stock. Accordingly, the 2026 Notes have been excluded from the computation of diluted consolidated net income per share because the average market price of the Company's common stock during the reporting periods did not exceed the conversion prices of $152.98 and $156.93, respectively, as of May 01, 2026 and May 02, 2025. Similarly, the 2030 Notes have been excluded from the computation of diluted consolidated net income per share because the average market price of the Company's common stock during the reporting periods did not exceed the conversion price of $72.23 as of May 01, 2026. Warrants were excluded from the computation of diluted consolidated net income per share since the warrants' strike prices of $214.18 and $219.71, respectively, were greater than the average market price of the Company's common stock during the reporting periods as of May 01, 2026 and May 02, 2025. See Note 4 for additional information regarding the Company's convertible senior notes.

The following table reconciles the components of diluted consolidated net income per share computations for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Net income per share numerator	$ 42,811	$ 12,574	$ 19,471	$ 39,625
Net income per share denominator:				
Basic weighted average shares	22,351,318	22,264,782	22,328,450	22,246,936
Add potential dilution:				
Nonvested stock awards and units and stock options	148,850	194,499	184,969	188,381
Diluted weighted average shares	22,500,168	22,459,281	22,513,419	22,435,317

11. Commitments and Contingencies

The Company and its subsidiaries are party to various legal and regulatory proceedings and claims incidental to their business in the ordinary course. In the opinion of management, based upon information currently available, the ultimate liability with respect to these contingencies will not materially affect the Company's financial statements.

Related to its insurance coverage, the Company is contingently liable pursuant to standby letters of credit as credit guarantees to certain insurers. As of May 01, 2026, the Company had $8,703 of standby letters of credit related to securing reserved claims under workers' compensation insurance. All standby letters of credit are renewable annually and reduce the Company's borrowing availability under its 2025 Revolving Credit Facility. See Note 4 for additional information regarding the Company's 2025 Revolving Credit Facility.

The Company has entered into lease guarantees in connection with the assignment to third-party lessees of certain Cracker Barrel and MSBC leases following closure of the related store locations. The Company is only obligated to perform the new lessees' lease obligations in the event of non-performance by such lessees for a specified period. The guarantees have varying terms with the latest expiring in March 2033. As of May 01, 2026, the likelihood of payment by the Company under the guarantees is considered remote. No liability has been recorded in the Condensed Consolidated Balance Sheet as of May 01, 2026. The maximum aggregate potential future payments under the guarantees are estimated to be approximately $2,110.

The Company enters into certain indemnification agreements in favor of third parties in the ordinary course of business. The Company believes that the probability of incurring an actual liability under such indemnification agreements is sufficiently remote that no such liability has been recorded in the Condensed Consolidated Balance Sheet as of May 01, 2026.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Cracker Barrel Old Country Store, Inc., and its subsidiaries (collectively, the "Company," "our" or "we") are principally engaged in the operation and development in the United States of the Cracker Barrel Old Country Store® ("Cracker Barrel") concept. As of May 01, 2026, we operated 657 Cracker Barrel stores in 43 states and 52 Maple Street Biscuit Company ("MSBC") locations in ten states.

All dollar amounts reported or discussed in this Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") are shown in thousands, except per share amounts and certain statistical information (e.g., number of stores). References to years in MD&A are to our fiscal year unless otherwise noted. MD&A provides information which management believes is relevant to an assessment and understanding of our consolidated results of operations and financial condition. MD&A should be read in conjunction with the (i) condensed consolidated financial statements and notes thereto included in this Quarterly Report on Form 10-Q and (ii) audited consolidated financial statements and the notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended August 01, 2025 (the "2025 Form 10-K"). Except for specific historical information, many of the matters discussed in this report may express or imply projections of items such as revenues or expenditures, estimated capital expenditures, compliance with debt covenants, plans and objectives for future operations, store economics, inventory shrinkage, growth or initiatives, expected future economic performance or the expected outcome or impact of pending or threatened litigation. These and similar statements regarding events or results which we expect will or may occur in the future are forward-looking statements concerning matters that involve risks, uncertainties and other factors which may cause our actual results and performance to differ materially from those expressed or implied by such statements. All forward-looking information is provided pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995 and should be evaluated in the context of these risks, uncertainties and other factors. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "trends," "assumptions," "target," "guidance," "outlook," "opportunity," "future," "plans," "goals," "objectives," "expectations," "near-term," "long-term," "projection," "may," "will," "would," "could," "expect," "intend," "estimate," "anticipate," "believe," "potential," "regular," "should," "projects," "forecasts" or "continue" (or the negative or other derivatives of each of these terms) or similar terminology. We believe the assumptions underlying any forward-looking statements are reasonable; however, any of the assumptions could be inaccurate, and therefore, actual results may differ materially from those projected in or implied by the forward-looking statements. In addition to the risks of ordinary business operations, and those discussed or described in this report or in information incorporated by reference into this report, factors and risks that may result in actual results differing from this forward-looking information include, but are not limited to risks and uncertainties associated with inflationary conditions with respect to the price of commodities, ingredients, transportation, distribution and labor; disruptions to our restaurant or retail supply chain; effects of changes in international, national, regional and local economic and market conditions (such as the imposition of trade barriers or other changes in trade policy) on our business; our ability to manage retail inventory and merchandise mix; our ability to sustain or the effects of plans intended to improve operational or marketing execution and performance or liquidity; the impact of adverse or extreme weather events on sales and customer travel; the effects of increased competition at our locations on sales and on labor recruiting, cost, and retention; consumer behavior based on negative publicity or changes in consumer health or dietary trends or safety aspects of our food or products or those of the restaurant industry in general, including concerns about outbreaks of infectious disease; the effects of our indebtedness and associated restrictions on our financial and operating flexibility and ability to execute or pursue our operating plans and objectives; changes in interest rates, increases in borrowed capital or capital market conditions affecting our financing costs and ability to refinance our indebtedness, in whole or in part; our reliance on a single distribution facility and certain significant vendors, particularly for foreign-sourced retail products; information technology, disruptions and data privacy and information security breaches, whether as a result of infrastructure failures, employee or vendor errors, or actions of third parties; our compliance with privacy and data protection laws; changes in or implementation of additional governmental or regulatory rules, regulations and interpretations affecting tax, health and safety, animal welfare, pensions, insurance or other undeterminable areas; the actual results of pending, future or threatened litigation or governmental investigations; our ability to manage the impact of negative social media attention and the costs and effects of negative publicity; the impact of activist shareholders; our ability to achieve aspirations, goals and projections related to our sustainability initiatives; our ability to enter successfully into new geographic markets that may be less familiar to us; changes in land, building materials and construction costs; the availability and cost of suitable sites for restaurant development and our ability to identify those sites; our ability to retain key personnel; the ability of and cost to us to recruit, train, and retain qualified hourly and management employees; uncertain performance of acquired businesses, strategic investments and other initiatives that we may pursue from time to time; the effects of business trends on the outlook for individual restaurant locations and the effect on the carrying value of those locations; general or regional economic weakness, business and societal conditions; discretionary income or personal expenditure activity of our customers; implementation of new or changes in interpretation of existing accounting principles generally accepted in the United States of America ("GAAP"), and those factors contained in Part I, Item 1A of the 2025 Form 10-K, as well as other factors described from time to time in our filings with the Securities and Exchange Commission ("SEC"), press releases and other communications.

Readers are cautioned not to place undue reliance on forward-looking statements made in this report because the statements speak only as of the report's date. Except as may be required by law, we have no obligation or intention to update or revise any of these forward-looking statements to reflect events or circumstances occurring after the date of this report or to reflect the occurrence of unanticipated events. Readers are advised, however, to consult any future public disclosures that we may make on related subjects in reports that we file with or furnish to the SEC or in our other public disclosures.

Overview

We believe that Cracker Barrel's brand remains one of the strongest and most differentiated brands in the restaurant industry, and we plan to continue to leverage and build on that strength as a core competitive component of our business strategy. Our long-term strategy is anchored on three overarching business imperatives: driving relevancy, delivering food and experiences guests love, and growing profitability.

We believe there are significant challenges in the macroeconomic outlook for the coming quarters, including continued inflation volatility, high consumer debt levels and lower savings rates, as well as the potential uncertainty associated with the geopolitical environment and global trade, among other factors. During 2026, we have faced challenges related to negative publicity from brand initiatives, including the launch of a new logo and modern test store remodels, to which we responded by returning to our former logo and discontinuing the modern test store remodels during the first quarter of 2026.

Our strategy is focused on improving the guest experience to drive an improvement in our traffic and includes enhancing our operations, deepening our connection with guests through our menu, marketing and value proposition, and improving profitability.

Key Performance Indicators

Management uses a number of key performance measures to evaluate our operational and financial performance, including the following:

- Comparable store restaurant sales increase/(decrease): To calculate comparable store restaurant sales increase/(decrease), we determine total restaurant sales of stores open at least six full quarters before the beginning of the applicable period, measured on comparable calendar weeks. We then subtract total comparable store restaurant sales for the current year period from total comparable store restaurant sales for the applicable historical period to calculate the absolute dollar change. To calculate comparable store restaurant sales increase/(decrease), which we express as a percentage, we divide the absolute dollar change by the comparable store restaurant sales for the historical period.

- Comparable store retail sales increase/(decrease): To calculate comparable store retail sales increase/(decrease), we determine total retail sales of stores open at least six full quarters before the beginning of the applicable period, measured on comparable calendar weeks. We then subtract total comparable store retail sales for the current year period from total comparable store retail sales for the applicable historical period to calculate the absolute dollar change. To calculate comparable store retail sales increase/(decrease), which we express as a percentage, we divide the absolute dollar change by the comparable store retail sales for the historical period.

- Comparable store restaurant and retail sales increase/(decrease): To calculate comparable store restaurant and retail sales increase/(decrease), we determine total restaurant and retail sales of stores open at least six full quarters before the beginning of the applicable period, measured on comparable calendar weeks. We then subtract total comparable store restaurant and retail sales for the current year period from total comparable store restaurant and retail sales for the applicable historical period to calculate the absolute dollar change. To calculate comparable store restaurant and retail sales increase/(decrease), which we express as a percentage, we divide the absolute dollar change by the comparable store restaurant and retail sales for the historical period.

- Average check increase per guest: To calculate average check per guest, we determine comparable store restaurant sales, as described above, and divide by comparable guest traffic (as described below). We then subtract average check per guest for the current year period from average check per guest for the applicable historical period to calculate the absolute dollar change. The absolute dollar change is divided by the prior year average check number to calculate average check increase per guest, which we express as a percentage.

- Comparable restaurant guest traffic increase/(decrease): To calculate comparable restaurant guest traffic increase/(decrease), we determine the number of entrees sold in our dine-in and off-premise business from stores open at least six full quarters at the beginning of the applicable period, measured on comparable calendar weeks. We then subtract total entrees sold for the current year period from total entrees sold for the applicable historical period to calculate the absolute numerical change. To calculate comparable restaurant guest traffic increase/(decrease), which we express as a percentage, we divide the absolute numerical change by the total entrees sold for the historical period.

These performance indicators exclude the impact of new store openings and sales related to MSBC.

We use comparable store sales metrics as indicators of sales growth to evaluate how our established stores have performed over time. We use comparable restaurant guest traffic increase/(decrease) to evaluate how established stores have performed over time, excluding growth achieved through menu price and sales mix change. Finally, we use average check per guest to identify trends in guest preferences, as well as the effectiveness of menu changes. We believe these performance indicators are useful for investors by providing a consistent comparison of sales results and trends across comparable periods within our core, established store base, unaffected by results of store openings, closings, and other transitional changes.

Results of Operations

The following table highlights our operating results by percentage relationships to total revenue for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Total revenue	100.0 %	100.0 %	100.0 %	100.0 %
Cost of goods sold (exclusive of depreciation and rent)	30.2	30.1	31.7	31.2
Labor and other related expenses	37.9	37.1	37.2	35.9
Other store operating expenses	24.9	25.3	26.1	24.4
General and administrative expenses	6.2	5.6	5.9	6.4
Impairment and store closing costs	—	0.1	0.1	0.1
Operating income (loss)	0.8	1.8	(1.0)	2.0
Other income:				
Litigation settlement income	(5.9)	—	(1.9)	—
Interest expense, net	0.4	0.6	0.5	0.7
Income before income taxes	6.3	1.2	0.4	1.3
Provision for income taxes (income tax benefit)	0.9	(0.3)	(0.4)	(0.2)
Net income	5.4 %	1.5 %	0.8 %	1.5 %

The following table sets forth the change in the number of units in operation for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Opened during the period:				
Cracker Barrel	1	1	1	1
MSBC	—	1	—	4
Closed during the period:				
Cracker Barrel	—	—	(1)	(1)
MSBC	(2)	—	(16)	—
Units in operation at end of the period:				
Cracker Barrel	657	658	657	658
MSBC	52	70	52	70
Total units at end of the period	709	728	709	728

Total Revenue

Total revenue for the third quarter and first nine months of 2026 decreased 2.9% and 5.6%, respectively, as compared to the same periods in the prior year.

The following table highlights the key components of revenue for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Revenue in dollars:				
Restaurant	$ 658,399	$ 679,341	$ 2,003,325	$ 2,113,090
Retail	138,968	141,806	466,047	502,585
Total revenue	$ 797,367	$ 821,147	$ 2,469,372	$ 2,615,675
Total revenue by percentage relationships:				
Restaurant	82.6 %	82.7 %	81.1 %	80.8 %
Retail	17.4 %	17.3 %	18.9 %	19.2 %
Average store volumes(1):				
Restaurant	$ 980.7	$ 1,006.0	$ 2,984.2	$ 3,134.8
Retail	211.4	215.3	709.5	763.4
Total revenue	$ 1,192.1	$ 1,221.3	$ 3,693.7	$ 3,898.2
Comparable store sales increase (decrease) (2):				
Restaurant	(2.6)%	1.0 %	(4.9)%	2.9 %
Retail	(1.8)%	(3.8)%	(6.9)%	(1.5)%
Restaurant and retail	(2.5)%	0.1 %	(5.3)%	2.0 %
Average check increase	4.3 %	6.6 %	3.5 %	6.6 %
Comparable restaurant guest traffic decrease(2):	(6.7)%	(5.6)%	(8.1)%	(3.7)%

(1) Average store volumes include sales of all stores except for MSBC.
(2) Comparable store sales and traffic consist of sales of stores open at least six full quarters at the beginning of the period and are measured on comparable calendar weeks. Comparable store sales and traffic exclude MSBC.

For the third quarter and first nine months of 2026, our comparable store restaurant sales decreases resulted primarily from the guest traffic decreases partially offset by the average check increases. For the third quarter and first nine months of 2026, the average check increases included average menu price increases of 4.4% and 4.2%, respectively.

Our retail sales are made substantially to our restaurant guests. For the third quarter and first nine months of 2026, our comparable store retail sales decreases resulted primarily from the guest traffic decreases.

The decreases in guest traffic are primarily the result of negative publicity and customer reactions to certain recent brand initiatives, including the launch of a new logo and modern test store remodels in the first quarter of 2026, and lower consumer demand arising from multiple macroeconomic factors, including inflationary pressures, higher consumer debt levels and lower savings rates as well as the potential uncertainty associated with the geopolitical environment and global trade.

Cost of Goods Sold (Exclusive of Depreciation and Rent)

The following table highlights the components of cost of goods sold (exclusive of depreciation and rent) in dollar amounts and as percentages of revenues for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Cost of Goods Sold in dollars:				
Restaurant	$ 171,832	$ 177,896	$ 535,149	$ 559,873
Retail	69,141	69,384	246,889	256,140
Total Cost of Goods Sold	$ 240,973	$ 247,280	$ 782,038	$ 816,013
Cost of Goods Sold by percentage of revenue:				
Restaurant	26.1 %	26.2 %	26.7 %	26.5 %
Retail	49.8 %	48.9 %	53.0 %	51.0 %

The decrease in restaurant cost of goods sold as a percentage of restaurant revenue for the third quarter of 2026 as compared to the same period in the prior year was primarily driven by menu pricing increases partially offset by commodity inflation. The increase in restaurant cost of goods sold as a percentage of restaurant revenue for the first nine months of 2026 as compared to the same period in the prior year was primarily driven by higher food waste, commodity inflation, increased discounts and a shift to higher cost menu items partially offset by menu pricing increases.

Commodity inflation was 2.5% and 2.0%, respectively, in the third quarter and first nine months of 2026. We presently expect the rate of commodity inflation to be in the low 2.0% range in 2026.

The increase in retail cost of goods sold as a percentage of retail revenue in the third quarter of 2026 as compared to the same period in the prior year resulted primarily from lower initial margin which was driven primarily by tariffs, higher discounts and lower vendor allowances partially offset by lower inventory shrinkage.

	Third Quarter Increase (Decrease) as a Percentage of Total Retail Revenue
Lower initial margin	0.7 %
Discounts	0.2 %
Vendor allowances	0.2 %
Inventory shrinkage	(0.3)%

The increase in retail cost of goods sold as a percentage of retail revenue in the first nine months of 2026 as compared to the same period in the prior year resulted primarily from lower initial margin which was driven primarily by tariffs, higher discounts, higher markdowns, the change in the provision for obsolete inventory and inventory shrinkage.

	First Nine Months Increase as a Percentage of Total Retail Revenue
Lower initial margin	1.1 %
Discounts	0.4 %
Markdowns	0.2 %
Provision for obsolete inventory	0.1 %
Inventory shrinkage	0.1 %

Additional changes in tariff rates or trade policy could materially affect our operating results and financial condition, and this ongoing uncertainty introduces additional volatility and risk and may affect consumer demand in ways that are difficult to predict.

Labor and Related Expenses

Labor and related expenses include all direct and indirect labor and related costs incurred in store operations. The following table highlights labor and related expenses as a percentage of total revenue for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Labor and related expenses	37.9 %	37.1 %	37.2 %	35.9 %

The percentage changes for the third quarter and first nine months of 2026 as compared to the same periods in the prior year resulted primarily from the following:

	Third Quarter Increase as a Percentage Total Revenue	First Nine Months Increase as a Percentage Total Revenue
Store hourly labor	0.6 %	0.6 %
Store management compensation	0.1 %	0.6 %

The increases in store hourly labor and store management compensation as a percentage of total revenue for the third quarter and first nine months of 2026 as compared to the same periods in the prior year resulted primarily from lower productivity and the deleverage associated with the decreases in total revenue in the third quarter and first nine months of 2026 as compared to the same periods in the prior year.

We presently expect the rate of wage inflation to be in the low 2.0% range in 2026.

Other Store Operating Expenses

Other store operating expenses include all store-level operating costs, the major components of which are occupancy costs, advertising, operating supplies, third-party delivery fees, credit and gift card fees, real and personal property taxes, general insurance and manager conference expenses. Occupancy costs include maintenance, utilities, depreciation and rent.

The following table highlights other store operating expenses as a percentage of total revenue for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Other store operating expenses	24.9 %	25.3 %	26.1 %	24.4 %

The percentage change for the third quarter of 2026 as compared to the same period in the prior year resulted primarily from the following:

	Third Quarter (Decrease) Increase of Total Revenue
Advertising	(0.7)%
Supplies	(0.2)%
Store occupancy costs	0.6 %

The percentage change for the first nine months of 2026 as compared to the same period in the prior year resulted primarily from the following:

	First Nine Months Increase as a Percentage of Total Revenue
Store occupancy costs	1.3 %
Advertising	0.3 %

The decrease in advertising expense as a percentage of total revenue for the third quarter of 2026 as compared to the same period in the prior year is due to the Company’s previously announced planned reduction in advertising spend for the second half of 2026.

The decrease in supplies expense as a percentage of total revenue for the third quarter of 2026 as compared with the same period in the prior year resulted primarily from the Company’s cost savings programs.

The increases in store occupancy costs as a percentage of total revenue for the third quarter and the first nine months of 2026 as compared to the same periods in the prior year resulted primarily from the decreases in total revenue and increases in maintenance expenses in the third quarter and first nine months of 2026 as compared to the same periods in the prior year.

The increase in advertising expense as a percentage of total revenue for the first nine months of 2026 as compared to the same period in the prior year resulted primarily from higher media spending in the first nine months of 2026 as compared to the same period in the prior year.

General and Administrative Expenses

The following table highlights general and administrative expenses as a percentage of total revenue for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
General and administrative expenses	6.2 %	5.6 %	5.9 %	6.4 %

These percentage changes for the third quarter and first nine months of 2026 as compared to the same periods in the prior year resulted primarily from the following:

	Third Quarter Increase (Decrease) as a Percentage of Total Revenue	First Nine Months (Decrease) Increase as a Percentage of Total Revenue
Incentive compensation expense	0.4 %	(0.5)%
Professional fees	0.4 %	(0.3)%
Payroll and related expense	(0.1)%	0.2 %

The increase in incentive compensation expense as a percentage of total revenue in the third quarter of 2026 as compared to the same period in the prior year resulted primarily from better performance against financial objectives in 2026 as compared to the same period in the prior year. The decrease in incentive compensation expense as a percentage of total revenue in the first nine months of 2026 as compared to the same period in the prior year resulted primarily from lower performance against financial objectives in 2026 as compared to the same period in the prior year.

The increase in professional fees as a percentage of total revenue in the third quarter of 2026 as compared to the same period in the prior year resulted primarily from higher legal fees. The decrease in professional fees as a percentage of total revenue in the first nine months of 2026 as compared to the same period in the prior year resulted primarily from lower proxy contest expenses and lower costs associated with the Company's strategic initiatives. In the first nine months of 2026, we incurred $4,072 in costs related to a proxy contest in connection with the Company's 2025 annual shareholders meeting held on November 20, 2025. In the first nine months of 2025, we incurred $8,220 in costs related to a proxy contest in connection with the Company's 2024 annual shareholders meeting held on November 21, 2024. Costs associated with the Company's strategic initiatives decreased by approximately $7,300 in the first nine months of 2026 as compared to the same period in the prior year.

The decrease in payroll and related expense as a percentage of total revenue in the third quarter of 2026 as compared to the same period in the prior year was primarily driven by lower headcount. The increase in payroll and related expense as a percentage of total revenue in the first nine months of 2026 as compared to the same period in the prior year resulted primarily from severance costs related to a corporate restructuring.

Impairment and Store Closing Costs

During the first nine months of 2026, impairment charges of $418 were recorded for three Maple Street Biscuit Company ("MSBC") locations as a result of the Company's decision not to extend the leases for these locations. During the first nine months of 2026, one Cracker Barrel store and sixteen MSBC locations were closed because of poor operating performance, resulting in closing costs of $3,473 which included lease termination costs.

During the third quarter of 2025, we recorded impairment charges of $718 as a result of the deterioration in operating performance of two MSBC locations. During the first nine months of 2025, we recorded impairment charges of $3,581 as a result of the deterioration in operating performance of five MSBC locations and two Cracker Barrel locations. One Cracker Barrel store was closed in the first nine months of 2025 resulting in closing costs of $288.

Operating Income (Loss)

Operating income (loss) consisted of the following for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Operating income (loss)	$ 6,720	$ 14,857	$ (25,614)	$ 51,051

In the third quarter of 2026, operating income decreased from the same period in the prior year primarily due to the decrease in total revenue partially offset by lower labor expenses and lower advertising expense. In the first nine months of 2026, operating income (loss) decreased primarily due to the decrease in total revenue partially offset by lower cost of goods sold expenses, lower labor expenses, lower incentive compensation expense and lower professional fees.

Litigation Settlement Income

In the third quarter of 2026, the Company received and recorded $47,422, net of legal fees, pursuant to a settlement agreement resolving interchange fee litigation.

Interest Expense, Net

The following table highlights interest expense in dollars for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Interest expense, net	$ 3,668	$ 4,984	$ 11,425	$ 15,784

The decreases in interest expense for the third quarter and first nine months of 2026 as compared to the same periods in the prior year resulted primarily from lower weighted average debt levels under our revolving credit facility partially offset by the interest related to the 2030 Notes.

Provision for Income Taxes (Income Tax Benefit)

The following table highlights the provision for income taxes (income tax benefit) as a percentage of income before income taxes (“effective tax rate”) for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Effective tax rate	15.2 %	(27.4)%	(87.5)%	(12.4)%

The increase in the effective tax rate in the third quarter of 2026 as compared to the same period in the prior year is primarily due to a reduced benefit from employment-related tax credits on higher income before income taxes in the third quarter of 2026. The decrease in the effective tax rate in the first nine months of 2026 as compared to the same period in the prior year is primarily due to a greater benefit from employment-related tax credits on lower income before income taxes in the first nine months of 2026.

H.R. 1., also known as the One Big Beautiful Bill Act (the "OBBBA"), was enacted on July 4, 2025, with effective dates in 2025 through 2027. The legislation includes provisions that impact the timing and magnitude of certain tax deductions. Key provisions include the permanent extension of several business tax benefits originally introduced under the 2017 Tax Cuts and Jobs Act. The provisions effective for the first nine months of 2026 did not have a material impact on our financial position. We will continue to assess the potential impacts on our financial position as additional guidance related to the OBBBA is released.

The Company records its interim income tax benefit using the discrete-period computation method, as of May 01, 2026 and May 02, 2025, as allowed under Accounting Standards Codification 740-270, *Accounting for Income Taxes – Interim Reporting.* Use of the annualized effective tax rate ("AETR") method would have resulted in an unreliable tax rate as small changes in the projected ordinary annual income would have resulted in significant changes in the AETR.

Net Income

Net income consisted of the following for the specified periods:

	Quarter Ended		Nine Months Ended	
	May 01, 2026	May 02, 2025	May 01, 2026	May 02, 2025
Net income	$ 42,811	$ 12,574	$ 19,471	$ 39,625

The increase in net income in the third quarter of 2026 as compared to the same period in the prior year resulted primarily from the litigation settlement income of $47,422 received during the period. The decrease in net income in the first nine months of 2026 as compared to the same period in the prior year resulted primarily from the decrease in operating income (loss) discussed above partially offset by the litigation settlement income received during the third quarter of 2026.

Liquidity and Capital Resources

Our primary sources of liquidity are cash generated from our operations and our borrowing capacity under the 2025 Revolving Credit Facility. Cash generated from operations, together with our borrowing capacity under the 2025 Revolving Credit Facility, were sufficient to finance all of our dividend payments, working capital needs, interest payments on long-term debt obligations and other cash payment obligations in the first nine months of 2026.

We believe that cash on hand at May 01, 2026, along with cash expected to be generated from our operating activities and the borrowing capacity under our 2025 Revolving Credit Facility, will be sufficient to finance our continuing operations, debt service, dividend payments, capital expenditures and working capital needs for the next twelve months and thereafter. Our ability to draw on our 2025 Revolving Credit Facility is subject to the satisfaction of the provisions of the credit facility, as amended, and we believe we will be able to refinance our 2025 Revolving Credit Facility and other debt instruments prior to maturity.

Cash Generated From Operations

Our operating activities provided net cash of $92,506 for the first nine months of 2026 as compared to $116,677 net cash provided during the same period in the prior year. This decrease was primarily driven by the operating loss in the first nine months of 2026.

Capital Expenditures

Capital expenditures (purchase of property and equipment) net of proceeds from insurance recoveries were $87,896 for the first nine months of 2026 as compared to $113,214 for the same period in the prior year. Our capital expenditures consisted primarily of capital investments for existing stores, capital expenditures for strategic initiatives and new store locations. The decrease in capital expenditures in the first nine months of 2026 compared to the same period in the prior year resulted primarily from lower capital investments in existing stores and reduced spending on strategic initiatives.

We currently expect capital expenditures to be approximately $105,000 to $115,000 in 2026. This estimate includes our maintenance and technology initiatives as well as the acquisition of sites and construction costs of new locations that we plan to open during 2026. We intend to fund our capital expenditures with cash generated by operations and borrowings under our 2025 Revolving Credit Facility, as necessary.

Borrowing Capacity, Debt Covenants and Notes

On May 16, 2025, the Company entered into a five-year $800,000 credit facility (the “2025 Credit Facility”). The 2025 Credit Facility consists of a $550,000 revolving credit facility (the “2025 Revolving Credit Facility”), which includes a $25,000 swingline subfacility and a $75,000 letter of credit subfacility. The 2025 Credit Facility also provides for an uncommitted accordion feature that allows the Company to increase the 2025 Revolving Credit Facility by up to $200,000, plus any additional amount that would not cause the Company to exceed a consolidated total leverage ratio of 3:50:1:00 (subject to securing additional commitments from existing lenders or new lending institutions). The 2025 Credit Facility also provided for a $250,000 delayed draw term loan facility (the “Delayed Draw Term Facility”) which was terminated on June 13, 2025 in connection with the Company’s issuance and sale of the 2030 Notes.

At May 01, 2026, we did not have any borrowings outstanding under the 2025 Revolving Credit Facility. At May 01, 2026, we had $8,703 of standby letters of credit related to securing reserved claims under our workers’ compensation insurance, which reduce our borrowing availability under the 2025 Revolving Credit Facility. At May 01, 2026, we had $541,297 in borrowing availability under our 2025 Revolving Credit Facility. During the first nine months of 2026, we borrowed $238,000 and repaid $238,000 under the 2025 Revolving Credit Facility.

Our 2025 Revolving Credit Facility contains customary financial covenants, which include maintenance of a maximum consolidated senior secured leverage ratio and a minimum consolidated interest coverage ratio. We were in compliance with the 2025 Revolving Credit Facility’s financial covenants at May 01, 2026. We currently expect to be in compliance with the 2025 Revolving Credit Facility’s financial covenants for the term of the facility.

On June 13, 2025, we issued the 2030 Notes. The 2030 Notes are senior, unsecured obligations of the Company and bear cash interest at a rate of 1.75% per annum, payable semi-annually in arrears on March 15 and September 15 of each year, beginning on March 15, 2026. The 2030 Notes mature on September 15, 2030, unless earlier converted, repurchased or redeemed. Net proceeds from the 2030 Notes were approximately $335,000, after deducting the initial purchasers’ discounts and commissions and the Company’s offering fees and expenses.

Additionally, on June 13, 2025, we used approximately $145,900 of the net proceeds from the 2030 Notes for the repurchase of $150,000 aggregate principal amount of the 2026 Notes. The remaining $150,000 aggregate principal amount of the 2026 Notes matures on June 15, 2026, unless earlier converted, repurchased or redeemed. The 2026 Notes are senior, unsecured obligations of the Company and bear cash interest at a rate of 0.625% per annum, payable semi-annually with the final interest payment on June 15, 2026.

For additional information regarding our 2025 Revolving Credit Facility, the 2026 Notes and the 2030 Notes, see Note 4 to the Condensed Consolidated Financial Statements.

Dividends, Share Repurchases and Share-Based Compensation Awards

Our 2025 Revolving Credit Facility imposes restrictions on the amount of dividends we are permitted to pay and the amount of shares we are permitted to repurchase. Under the 2025 Revolving Credit Facility, provided there is no default existing and the total of our availability under the 2025 Revolving Credit Facility plus our cash and cash equivalents on hand is at least $100,000 (the "Cash Availability"), we may declare and pay cash dividends on shares of our common stock and repurchase shares of our common stock (1) in an unlimited amount if at the time the dividend or the repurchase is made our consolidated total leverage ratio is 3.50 to 1.00 or less and (2) in an aggregate amount not to exceed $100,000 in any fiscal year if, at the time such dividend or repurchase is made, our consolidated total leverage ratio is greater than 3.50 to 1.00; notwithstanding (1) and (2), so long as immediately after giving effect to the payment of any such dividends, Cash Availability is at least $100,000, we may declare and pay cash dividends on shares of our common stock in an aggregate amount not to exceed in any fiscal year the product of the aggregate amount of dividends declared in the fourth quarter of the immediately preceding fiscal year multiplied by four.

During the first nine months of 2026, we paid a regular dividend of $0.75 per share and declared a dividend of $0.25 per share that was subsequently paid on May 13, 2026, to shareholders of record on April 10, 2026. In addition, in the fourth quarter of 2026, our Board of Directors approved a regular dividend payable on August 12, 2026 to shareholders of record as of July 17, 2026 of $0.25 per share.

Our criteria for share repurchases are that they be accretive to expected net income per share and are within the limits imposed by our debt commitments. In the first quarter of 2026, our Board of Directors approved a share repurchase authorization to repurchase shares of the Company's outstanding common stock at management's discretion up to a total value of $100,000. We did not repurchase any shares of our common stock in the first nine months of 2026.

During the first nine months of 2026, we issued 83,736 shares of our common stock resulting from the vesting of share-based compensation awards. Related tax withholding payments on these share-based compensation awards resulted in a net use of cash of $1,943.

Working Capital

In the restaurant industry, substantially all payments received on sales are made by credit card, debit card or cash. Restaurant inventories purchased through our principal food distributor are on terms of net zero days, while restaurant inventories purchased locally are generally financed from normal trade credit. Because of our retail gift shops, which have a lower product turnover than the restaurants, we carry larger inventories than many other companies in the restaurant industry. Retail inventories are generally financed through trade credit. These various trade terms are aided by the rapid turnover of the restaurant inventory. Employees generally are paid once every week or every two weeks except for bonuses that are paid either quarterly or annually in arrears. Many other operating expenses have normal trade terms and certain expenses, such as certain taxes and some benefits, are deferred for longer periods of time.

Like many other restaurant companies, we are able to, and often do, operate with negative working capital. We had negative working capital of $289,503 at May 01, 2026 as compared to negative working capital of $312,491 at August 01, 2025. The change in working capital at May 01, 2026 as compared to August 01, 2025 primarily resulted from lower accounts payable due to timing of payments partially offset by the decrease in cash.

Off-Balance Sheet Arrangements

We have no material off-balance sheet arrangements.

Material Commitments

There have been no material changes in our material commitments other than in the ordinary course of business since the end of 2025. Refer to the section entitled “Liquidity and Capital Resources” presented in the MD&A of our 2025 Form 10-K for additional information regarding our material commitments.

Recent Accounting Pronouncements Not Yet Adopted

See Note 1 to the accompanying Condensed Consolidated Financial Statements for a discussion of recent accounting guidance not yet adopted. We are currently evaluating the impact of adopting this accounting guidance.

Critical Accounting Estimates

We prepare our Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and assumptions about future events and apply judgments that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We base our estimates and judgments on historical experience, current trends, outside advice from parties believed to be experts in such matters, and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. However, because future events and their effects cannot be determined with certainty, actual results could differ from those assumptions and estimates, and such differences could be material.

Our critical accounting estimates are described under the heading “Critical Accounting Estimates” in Part II, Item 7 of the 2025 Form 10-K. Judgments and uncertainties affecting the application of those policies may result in materially different amounts being reported under different conditions or using different assumptions.

Critical accounting estimates are those that:

- management believes are most important to the accurate portrayal of both our financial condition and operating results, and
- require management’s most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain.

We consider the following accounting estimates to be most critical in understanding the judgments that are involved in preparing our Consolidated Financial Statements:

- Impairment of Long-Lived Assets
- Insurance Reserves
- Retail Inventory Valuation
- Lease Accounting

Management has reviewed these critical accounting estimates and related disclosures with the Audit Committee of our Board of Directors. There have been no material changes in our critical accounting estimates from those described in the 2025 Form 10-K.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our quantitative and qualitative market risks since August 01, 2025. For a discussion of the Company's exposure to market risk, refer to the Company's market risk disclosures set forth in Part II, Item 7A "Quantitative and Qualitative Disclosures About Market Risk" of the 2025 Form 10-K.

Interest Rate Risk. We have interest rate risk relative to our outstanding borrowings under our revolving credit facility. At May 01, 2026, no borrowings were outstanding under our 2025 Revolving Credit Facility (see Note 4 to the Condensed Consolidated Financial Statements). Accordingly, no interest rate sensitivity analysis has been presented.

In accordance with the 2025 Revolving Credit Facility, outstanding borrowings bear interest, at our election, either at (1) the Term Secured Overnight Financing Rate (SOFR) or (2) a base rate equal to the greatest of (i) the prime rate, (ii) a rate that is 0.5% in excess of the Federal Funds Rate, and (iii) one-month Term SOFR plus 1.0%, in each case plus an applicable margin based on the Company's consolidated total leverage ratio. Our policy has been to manage interest cost using a mix of fixed and variable rate debt (see Note 4 to our Condensed Consolidated Financial Statements). Additionally, the 2026 Notes and the 2030 Notes bear cash interest at a fixed rate of 0.625% and 1.75%, respectively, per annum.

Credit Risk. In 2021, the Company issued the 2026 Notes and entered into certain convertible note hedge transactions ("Convertible Note Hedge Transactions") and warrant transactions ("Warrant Transactions") with certain of the initial purchasers of the 2026 Notes and/or their respective affiliates and other financial institutions (the "Hedge Counterparties"). In 2025, the Company issued the 2030 Notes and entered into certain privately negotiated capped call transactions ("Capped Call Transactions"). In connection with the issuance of the 2030 Notes, the Company entered into partial unwind agreements with the Hedge Counterparties to unwind a portion of the Convertible Note Hedge Transactions and the Warrant Transactions. Subject to the movement in the Company's common stock price, the Company could be exposed to credit risk arising out of the net settlement of the Capped Call Transactions, Convertible Note Hedge Transactions and the Warrant Transactions in its favor. Based on the Company's review of the possible net settlements and the creditworthiness of the Hedge Counterparties and their affiliates, the Company believes it does not have a material exposure to credit risk as a result of these transactions at this time.

ITEM 4. Controls and Procedures

Our management, including our principal executive and principal financial officers, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) as of the end of the period covered by this report. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer each concluded that as of May 01, 2026, our disclosure controls and procedures were effective for the purposes set forth in the definition thereof in Exchange Act Rule 13a-15(e).

There have been no changes (including corrective actions with regard to significant deficiencies and material weaknesses) during the quarter ended May 01, 2026 in our internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1A. Risk Factors

There have been no material changes in the risk factors previously disclosed in Part I, Item 1A “Risk Factors” of our 2025 Form 10-K.

ITEM 5. Other Information

During the quarter ended May 01, 2026, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” (in each case, as defined in Item 408 of Regulation S-K).

ITEM 6. Exhibits

INDEX TO EXHIBITS

Exhibit	
3.1	Amended and Restated Charter of Cracker Barrel Old Country Store, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on April 10, 2012 (Commission File No. 001-25225)
3.2	Third Amended and Restated Bylaws of Cracker Barrel Old Country Store, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on May 16, 2025)
10.1	Separation Agreement between Richard Wolfson and Cracker Barrel Old Country Store, Inc.† (filed herewith)
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith)
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

†Denotes management contract or compensatory plan, contract or arrangement.

SIGNATURES

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 thereunto duly authorized.

CRACKER BARREL OLD COUNTRY STORE, INC.

Date:	June 9, 2026	By: /s/Craig A. Pommells Craig A. Pommells, Senior Vice President, Chief Financial Officer
Date:	June 9, 2026	By: /s/Brian T. Vaclavik Brian T. Vaclavik, Vice President, Corporate Controller and Principal Accounting Officer

SEPARATION AGREEMENT

This Separation Agreement ("**Agreement**") is entered into on and effective on May 1, 2026 (the "**Effective Date**") by and between Richard Wolfson (the "**Executive**") and Cracker Barrel Old Country Store, Inc. ("**Cracker Barrel**" or the "**Company**").

WHEREAS, the Executive is the Senior Vice President - General Counsel and Corporate Secretary for the Company;

WHEREAS, the Executive has previously notified the Company of his intent to retire;

WHEREAS, the Executive and the Company, with the approval of the Company's Board of Directors ("**Board**"), wish to arrange for the Executive's orderly separation from the Company in a manner that is mutually beneficial to the parties;

NOW, THEREFORE, in consideration of their respective concessions, releases and promises made hereunder, which consideration the parties acknowledge is adequate and sufficient for all purposes, and intending to be legally bound, the parties hereby agree as follows:

1. Separation from Service/Early Retirement. The Executive's date of separation from service shall be the Effective Date, and the parties shall treat such separation of service as an early retirement for all purposes. The Executive will cease participation in the Company's benefits plans as of the Effective Date, and the Company will provide the Executive with the opportunity to continue medical and dental coverage via COBRA, at the Executive's expense and in accordance with applicable law.

2. Termination of Consulting Agreement; Severance Agreement. The Company hereby terminates that certain Consulting Agreement of July 17, 2023 between the Company and the Executive, which termination constitutes a "Qualifying Termination" under that certain Severance Agreement of May 25, 2018 between the Company and the Executive ("**Severance Agreement**"). Upon the Executive's execution and delivery of the Release contained in Exhibit B of the Severance Agreement (or such similar release satisfactory to the Company), the Executive shall be entitled to all payments and other benefits, and shall be subject to all obligations, as specified in the Severance Agreement.

3. Pro-Ration of Incentive Compensation.

    a. With respect to any share-based awards previously issued to the Executive that have not yet vested as of the Effective Date, the Executive shall be deemed to have satisfied all conditions of "Retirement" and "Retirement Eligible" as such terms are defined in the long-term incentive plans pursuant to which such awards were granted (each an "**LTI Plan**"). The Executive shall be entitled to receive such awards less all applicable withholdings following his separation from service, but only when, if, and to the extent such awards would have vested if the Executive had remained an employee of the Company, without acceleration, and the final amount of such awards shall be pro-rated to the Effective Date as provided in the respective LTI Plans. The Executive acknowledges that any unvested and outstanding performance-based equity awards issued under an LTI Plan will only vest when and to the extent the performance criteria applicable thereto over the relevant performance period are certified by the Compensation Committee of the Board as having been achieved and could be zero.

    b. The Company will pay the Executive his annual bonus for fiscal year 2026 but only if, when and to the extent the same is paid to other Senior Vice Presidents of the Company. Such payment shall be prorated based on the total number of days that the Executive was an employee of the Company during fiscal year 2026, and the prorated amount shall be paid to the Executive less all applicable withholdings. The Executive acknowledges that there is no guarantee that a bonus for fiscal year 2026 will be paid to Senior Vice Presidents and could be zero.

4. Reimbursement of Expenses; No Other Payments.

    a. The Company will reimburse the Executive for any unpaid reimbursable expenses he incurs prior to the Effective Date, reports no later than thirty days after the Effective Date and otherwise submits in accordance with the Company's expense policies.

b. The payments set forth in Section 3 of this Agreement, the payment of severance under the Severance Agreement in accordance with the terms thereof, and the reimbursement of expenses in accordance with Section 4(a), are the only payments and benefits to which the Executive shall be entitled under this Agreement or otherwise in connection with services rendered prior to the Effective Date.

5. Ongoing Assistance; Information Technology

   a. The Executive will continue to cooperate as reasonably requested from time to time to ensure a smooth transition of his responsibilities. In this regard, the Executive will make himself generally available from time to time following the Effective Date to respond to questions from Company executives, the Board, the committees of the Board, and individual directors. Such conversations will be scheduled for mutually agreed dates and times.

   b. The Executive will retain his laptop computer and peripherals, stripped or cleaned as the Company may determine. The Company will continue to provide the Executive with access to his Company Outlook email account and calendar until such date as the parties may agree.

6. Section 409A. The provisions of Section 5 of the Severance Agreement regarding Section 409A of the Internal Revenue Code of 1986, apply equally to this Agreement and are hereby incorporated by reference in their entirety as if set forth herein.

7. Governing Law; Mediation and Arbitration

   This Agreement will be interpreted under and governed by Tennessee law. Any and all disputes arising out of this Agreement will first be submitted to mediation by a private mediator mutually agreed upon by the parties, and, if necessary, thereafter to individual arbitration administered by the American Arbitration Association pursuant to its Employment rules and consistent with the ADR policy adopted by Cracker Barrel. Cracker Barrel's ADR policy is incorporated as if set forth fully herein.

8. Entire Agreement

   This Agreement and the Severance Agreement and its associated Release together represent the complete and integrated agreement of the parties with respect to its subject matter and replaces and supersedes all prior negotiations, understandings, discussions and agreements, whether oral or written, between them. For the avoidance of doubt, the foregoing statement shall not limit or impact any separate agreements that the parties may enter into, pursuant to which the Company or the Board might contract with the Executive in respect of future projects. Any such agreements will be governed exclusively by the terms thereof.

9. Miscellaneous

   This Agreement may not be amended, and the rights and obligations of the parties hereunder may not be assigned or delegated, except by the written agreement of the parties in each instance, and any waiver by a party of its rights hereunder must be in writing and will serve only as a waiver in such instance. Headings used herein shall not affect the interpretation of this Agreement and are for convenience only. No provision of this Agreement shall be interpreted against either party by reason of that party having drafted the same. This Agreement may be signed in counterparts through the exchange of electronic signatures or signatures exchanged as PDF files, which will have the effect of original signatures for all purposes.

[*The remainder of this page has been left blank intentionally. Signature page follows*.]

/s/Richard M. Wolfson
Richard M. Wolfson

Date: May 1, 2026

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/Julie Masino
Julie Masino
Title: President & Chief Executive Officer

Date: May 1, 2026

RELEASE

THIS RELEASE ("Release") is made and entered into by and between **Richard M. Wolfson** ("Executive") and **CRACKER BARREL OLD COUNTRY STORE, INC**. and its successors or assigns (the "Company"). The Company and Executive are collectively referred to herein as the "Parties."

WHEREAS, Executive and the Company have agreed that Executive's employment with Company shall terminate on May 1, 2026;

WHEREAS, Executive and the Company have previously entered into that certain Severance Agreement, dated May 25, 2018 (the "Agreement"), and this Release is incorporated therein by reference;

WHEREAS, Executive and the Company desire to delineate their respective rights, duties and obligations attendant to such termination and desire to reach an accord and satisfaction of all claims arising from Executive's employment, and the termination thereof, with appropriate releases, in accordance with the Agreement;

WHEREAS, the Company desires to compensate Executive in accordance with the Agreement for service she has or will provide for the Company;

NOW, THEREFORE, in consideration of the premises and the agreements of the Parties set forth in this Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Claims Released Under This Agreement. In exchange for the opportunity to receive the severance benefits described in Section 2(b) of the Agreement and except as provided in Paragraph 2 below, subject to Executive's fulfillment of Executive's ongoing obligations under the Agreement, Executive hereby voluntarily and irrevocably waives, releases, dismisses with prejudice, and withdraws all claims, complaints, suits or demands of any kind whatsoever (whether known or unknown) which Executive ever had, may have, or now has against the Company and other current or former subsidiaries or affiliates of the Company and their past, present and future officers, directors, employees, agents, insurers and attorneys (collectively, the "Released Parties"), arising out of or relating to (directly or indirectly) Executive's employment or the termination of Executive's employment with the Company, or any other event occurring prior to the execution of this Release, including, but not limited to:

(a) claims for violations of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, , the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Older Workers' Benefit Protection Act of 1990, the Americans With Disabilities Act, the Equal Pay Act of 1963, the Family and Medical Leave Act, 42 U.S.C. § 1981, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Labor Management Relations Act, Executive Order 11246, Executive Order 11141, the Rehabilitation Act of 1973, or the Employee Retirement Income Security Act, the Tennessee Human Rights Act, the Tennessee Disability Act, the Genetic Information Nondiscrimination Act, or any other law relating to discrimination or retaliation in employment (in each case, as amended);

(b) claims for violations of any other federal or state statute or regulation or local ordinance;

(c) claims for lost or unpaid wages, compensation or benefits, defamation, intentional or negligent infliction of emotional distress, assault, battery, wrongful or constructive discharge, negligent hiring, retention or supervision, misrepresentation, conversion, tortious interference, breach of contract or breach of fiduciary duty;

(d) claims to benefits under any bonus, severance, workforce reduction, early retirement, outplacement or any other similar type plan sponsored by the Company; or

(e) any other claims under state law arising in tort or contract.

2. Claims Not Released Under This Agreement. In signing this Release, Executive is not releasing any claims that (a) enforce Executive's rights under the Agreement, (b) arise out of events occurring after the date Executive executes this Release, (c) arise under any written non-employment related contractual obligations between the Company or its affiliates and Executive which have not terminated as of the execution date of this Release by their express terms, (d) arise under a policy or policies of insurance (including director and officer liability insurance) maintained by the Company or its affiliates on behalf of Executive, (e) relate to any indemnification obligations to Executive under the Company's bylaws, certificate of incorporation, Tennessee law or otherwise, or (f) if Executive's date of termination of employment occurs prior to a Change in Control, claims for additional severance entitlements under Section 4.5 of the Agreement if a Change in Control occurs within 180 days following such date. However, Executive understands and acknowledges that nothing herein is intended to or shall be construed to require the Company to institute or continue in effect any particular plan or benefit sponsored by the Company, and the Company hereby reserves the right to amend or terminate any of its benefit programs at any time in accordance with the procedures set forth in such plans. Nothing in this Release shall prohibit Executive from engaging in protected activities under applicable law or from communicating, either voluntarily or otherwise, with any governmental agency concerning any potential violation of law.

3. No Assignment of Claim. Executive hereby represents that Executive has not assigned or transferred, or purported to assign or transfer, any claims or any portion thereof or interest therein to any Party prior to the date of this Release.

4. No Admission Of Liability. This Release shall not in any way be construed as an admission by the Company or Executive of any improper actions or liability whatsoever as to one another, and each specifically disclaims any liability to or improper actions against the other or any other person, on the part of the Company or Executive, or the Company's or Executive's representatives, employees or agents.

5. No Current Claims. Executive represents and warrants that Executive has not filed any complaint(s) or charge(s) against the Company or the other Released Parties with the EEOC or the state commission empowered to investigate claims of employment discrimination, the United States Department of Labor, or with any other local, state, or federal agency or court or that Executive has disclosed in writing to the Company any such complaint(s) or charge(s).

6. Disclosure. Executive acknowledges and warrants that, that except as previously discussed (whether orally or in writing) with the Board or internal or external Company counsel, Executive is not aware of any matters for which Executive was responsible or which came to Executive's attention as an employee of the Company that might give rise to, evidence or support any claim of illegal conduct, regulatory violation, unlawful discrimination, retaliation or other cause of action against the Company.

7. Company Property. All records, files, lists, including computer generated lists, data, drawings, documents, equipment and similar items relating to the Company's business that Executive generated or received from the Company remains the Company's sole and exclusive property. Executive agrees to promptly return to the Company all property of the Company in Executive's possession. Executive further represents that Executive has not copied or caused to be copied, printed out, or caused to be printed out any documents or other material originating with or belonging to the Company. Executive additionally agrees not to retain in Executive's possession any such documents or other materials.

8. Cooperation. Executive will provide reasonable cooperation to the Company, all Released Parties and their respective counsel at all times in any internal or external claims, charges, audits, investigations, and/or lawsuits involving the Company and/or any other Released Party of which Executive may have knowledge or in which Executive may be a witness, it being understood that requests for reasonable cooperation shall not unreasonably interfere with Executive's personal or other professional responsibilities. Such reasonable cooperation includes meeting with the Company's representatives and counsel to disclose such facts as Executive may know; preparing with the Company's counsel for any deposition, trial, hearing, or other proceeding; attending any deposition, trial, hearing or other proceeding to provide truthful testimony. The Company agrees to reimburse the Executive for reasonable out-of-pocket expenses incurred by the Executive in the course of complying with this obligation. Nothing in this Section 8 should be construed in any way as prohibiting or discouraging the Executive from testifying truthfully under oath as part of, or in connection with, any such proceeding.

9. Acknowledgement of Waiver of Claims under ADEA. Executive acknowledges that this Release waives any and all claims that Executive may have under **the ADEA** for claims arising prior to the execution of this Release and that Executive's agreement to waive such claims and all other claims released under the terms of this Release is made knowingly and voluntarily. Executive acknowledges that Executive would not be entitled to the severance benefits but for Executive's non-revoked execution of this Release. Executive further acknowledges that (a) Executive has been advised **that Executive should consult with an attorney** prior to executing this Release, (b) Executive has been given **twenty-one (21) days within which to consider this Release** before executing it, (c) Executive has been given at least **seven (7) days** following the execution of this Release **to revoke this Release** (the "Revocation Period") by providing written notice of revocation in accordance with Section 6 of the Agreement, and (d) Executive was not coerced, threatened or otherwise forced to sign this Release, and that Executive's signature appearing hereinafter is knowing and voluntary. Executive further acknowledges that upon expiration of the Revocation Period, this Release will be binding upon Executive and Executive's heirs, administrators, representatives, executors, successors and assigns, and this Release will become irrevocable.

10. Severability. All provisions of this Release are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such finding shall in no way affect the validity or enforceability of any other provision of this Release. The Parties further agree that any such invalid or unenforceable provision shall be deemed modified so that it shall be enforced to the greatest extent permissible under law, and to the extent that any court or arbitrator of competent jurisdiction determines any restriction herein to be unreasonable in any respect, such court or arbitrator may limit this Release to render it reasonable in the light of the circumstances in which it was entered into and specifically enforce this Release as limited.

11. Specific Performance. If a court of competent jurisdiction determines that Executive has breached or failed to perform any part of this Release, the Executive agrees that Company shall be entitled to seek injunctive relief to enforce this Release, to the extent permitted by applicable law.

12. Restrictive Covenants. Executive acknowledges that Executive entered into restrictive covenants in Section 3 of the Agreement, and that in accordance with the terms of the Agreement, Executive is subject to those obligations as they remain in full force and effect following Executive's separation of employment with the Company.

13. No Waiver. Should the Company fail to require strict compliance with any term or condition of the Agreement or this Release, such failure shall not be deemed a waiver of such terms or conditions, nor shall the Company's failure to enforce any right it may have preclude it from thereafter enforcing its rights under the Agreement or this Release. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement or this Release.

14. Entire Agreement. This Release constitutes the entire understanding of the Parties regarding the subject matter of this Release, supersedes all prior oral or written agreements on the subject matter of this Release and cannot be modified except by a writing signed by all Parties in accordance with Section 18 below.

15. Binding Effect. This Release inures to the benefit of, and is binding upon, the Parties and their respective successors and assigns.

16. Captions. The captions to the various sections of this Release are for convenience only and are not part of this Release.

17. Counterparts. This Release may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute the same agreement.

18. Amendments. Any amendment to this Release must be in writing and signed by duly authorized representatives of each of the Parties hereto and must expressly state that it is the intention of each of the Parties hereto to amend the Release.

19. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to principles of conflict of laws.

20. Exclusive Jurisdiction and Venue. The appropriate state or federal court in Wilson County, Tennessee will be the exclusive jurisdiction and venue for any dispute arising out of this Release. The parties voluntarily submit to the jurisdiction of these courts for any litigation arising out of or concerning the application, interpretation or any alleged breach of this Release.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of May 1, 2026.

[Signature page follows]

Acknowledged and Agreed To:
“**COMPANY**”

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/Jennifer Lankford

Name: Jennifer Lankford

Title: SVP General Counsel & Corp. Secretary

Date: May 1, 2026

I UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM GIVING UP RIGHTS I MAY HAVE. I UNDERSTAND THAT I DO NOT HAVE TO SIGN THIS RELEASE.

“**EXECUTIVE**”

By: /s/Richard M. Wolfson

Name: Richard M. Wolfson

Date: May 1, 2026

EXHIBIT 31.1

CERTIFICATION

I, Julie Masino, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cracker Barrel Old Country Store, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 9, 2026

/s/Julie Masino

Julie Masino, President
and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Craig A. Pommells, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cracker Barrel Old Country Store, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 9, 2026

/s/Craig A. Pommells

Craig A. Pommells, Senior Vice President
and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Cracker Barrel Old Country Store, Inc. (the “Issuer”) on Form 10-Q for the fiscal quarter ended May 1, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Julie Masino, President and Chief Executive Officer of the Issuer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Date: June 9, 2026

By: /s/Julie Masino
Julie Masino
President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Cracker Barrel Old Country Store, Inc. (the “Issuer”) on Form 10-Q for the fiscal quarter ended May 1, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Craig A. Pommells, Senior Vice President and Chief Financial Officer of the Issuer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Date: June 9, 2026

By: /s/Craig A. Pommells
Craig A. Pommells
Senior Vice President and Chief Financial Officer