SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)
[x] Annual Report Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934 (No Fee Required)

[ ] Transition report pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934 (No Fee Required)

For the transition period from to

For fiscal year ended	Commission file number
July 30, 1999	0-7536

CBRL GROUP, INC.

(Exact name of registrant as specified in its charter)

Tennessee	62-1749513
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
Hartmann Drive, P.O. Box 787 Lebanon, Tennessee	37088-0787
(Address of principal executive offices)	(Zip code)

Registrant's telephone number, including area code:

(615)444-5533

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

None

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

Common Stock
(Par Value $.01)

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 X No _

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. X

The aggregate market value of voting stock held by nonaffiliates of the registrant is $801,015,870 as of September 24, 1999.

58,628,162
(Number of shares of common stock outstanding as of September 24, 1999.)

Documents Incorporated by Reference

Document from which Portions are Incorporated by Reference	Part of Form 10-K to which incorporated
1. Annual Report to Shareholders	Items 6, 7 and 8

for the fiscal year ended
July 30, 1999

2. Proxy Statement for Annual Meeting of Shareholders to be held November 23, 1999 — Part III

Except for specific historical information, the matters discussed in this Form 10-K, as well as the Company's Annual Report to Shareholders for the year ended July 30, 1999 incorporated herein by reference, are forward-looking statements that involve risks, uncertainties and other factors which may cause actual results and performance of CBRL Group, Inc. to differ materially from those expressed or implied by those statements. Factors which will affect actual results include, but are not limited to: the availability and costs of acceptable sites for development; the effect of increased competition at Company locations on employee recruiting and retention, labor costs and restaurant sales; the ability of the Company to recruit, train and retain restaurant personnel; the acceptance of the Company's concepts as the Company continues to expand into new geographic regions; changes in or implementation of additional governmental rules and regulations; the effects of local or regional Year 2000-related computer failures on utilities and vendors serving the Company; and other factors described from time to time in the Company's filings with the Securities and Exchange Commission, press releases and other communications.

PART I

ITEM 1. BUSINESS

OVERVIEW

CBRL Group, Inc. (the "Company") is principally engaged as a holding company in the operation and development of the Cracker Barrel Old Country Store(R), Logan's Roadhouse(R) and Carmine Giardini's Gourmet Market and La Trattoria Ristorante(TM) concepts. The Company was organized under the laws of the state of Tennessee in August 1998 to succeed the business operated by Cracker Barrel Old Country Store, Inc., a Tennessee corporation, organized in September 1969.

REORGANIZATION

On November 26, 1998, the shareholders of Cracker Barrel Old Country Store, Inc. approved the tax-free reorganization of Cracker Barrel Old Country Store, Inc. to a holding company structure by approving the merger of CBRL Acquisition Corp., a wholly-owned subsidiary of CBRL Group, Inc., with and into Cracker Barrel Old Country Store, Inc. effective on December 31, 1998. Immediately prior to the merger, CBRL Group, Inc. was a wholly-owned subsidiary of Cracker Barrel Old Country Store, Inc. At the effective date of the merger, each $.50 par value share of Cracker Barrel Old Country Store, Inc. Common Stock was converted into a share of $.01 par value Common Stock of CBRL Group, Inc. As a result of the reorganization, CBRL Group, Inc. became the parent company and its Common Stock is traded on the Nasdaq Stock Market (National Market) under the symbol CBRL, formerly utilized by Cracker Barrel Old Country Store, Inc. Also as a result, the Company has 400,000,000 shares of $.01 par value Common Stock authorized and 100,000,000 shares of $.01 par value Preferred Stock authorized. The conversion of $.50 par value Common Stock of Cracker Barrel Old Country Store, Inc. for $.01 par value Common Stock of CBRL Group, Inc. did not affect any of the pre-existing rights of shareholders.

RECENT ACQUISITIONS

On February 16, 1999, the Company acquired all of the capital stock of Logan's Roadhouse, Inc. The purchase consisted of cash of $24.00 per share of Logan's Roadhouse, Inc. Common Stock or approximately $188 million and was accounted for as a purchase.

On April 1, 1998, the Company, through a new Cracker Barrel Old Country Store, Inc. subsidiary CPM Merger Corporation ("CPM"), acquired Carmine's Prime Meats, Inc. ("Carmine's") through a merger of Carmine's into CPM. The purchase consisted of cash of $2.5 million and $10.5 million (262,090 shares) of the Company's Common Stock and was accounted for as a purchase. CPM conducts business under the name Carmine Giardini's Gourmet Market and La Trattoria Ristorante.

See Note 7 to the Company's 1999 Annual Report to Shareholders, incorporated herein by reference in Exhibit 13 for more information regarding these two acquisitions.

CONCEPTS

Cracker Barrel Old Country Store

Cracker Barrel Old Country Store ("Cracker Barrel"), headquartered in Lebanon, Tennessee, owns and operates as of October 29, 1999, 409 full service "country store" restaurants which are primarily located in the southeast, midwest, mid-atlantic and southwest United States. Stores principally are located along interstate highways, however, ten stores are located at "tourist destinations" and five "off-interstate" stores are located at a location that is neither a tourist destination nor an interstate location. The restaurants serve breakfast, lunch and dinner between the hours of 6:00 a.m. and 10:00 p.m. (11:00 p.m. on Fridays and Saturdays) and feature home style country cooking prepared on the premises from the Company's own recipes using quality ingredients and emphasizing authenticity. Menu items are moderately priced and include country ham, chicken, fish, roast beef, beans, turnip greens, vegetable plates, salads, sandwiches, pancakes, eggs, bacon, sausage and grits. The restaurants do not serve alcoholic beverages. The stores are constructed in a rustic, country store design and feature a separate retail area offering a wide variety of decorative and functional items specializing in hand-blown glassware, cast iron cookware, toys and wood crafts as well as various old fashioned candies, jellies and other foods.

Logan's Roadhouse

Logan's Roadhouse ("Logan's"), headquartered in Nashville, Tennessee, operates as of October 29, 1999, 58 company-owned Logan's Roadhouse restaurants and franchises six Logan's Roadhouse restaurants, all of which feature steaks, ribs, chicken and seafood dishes served in a distinctive atmosphere reminiscent of an American roadhouse of the 1940s and 1950s. The Logan's Roadhouse concept is designed to appeal to a broad range of customers by offering generous portions of moderately-priced, high quality food in a very casual, relaxed dining environment that is lively and entertaining. The restaurants are open seven days a week for lunch and dinner and offer full bar service. Alcoholic beverages represented approximately 11% of Logan's total revenue in fiscal 1999. The Logan's Roadhouse menu is designed to appeal to a wide variety of tastes, emphasizing extra-aged, hand-cut USDA choice steaks, and signature dishes such as fried green tomatoes, baked sweet potatoes and made-from-scratch yeast rolls.

Carmine Giardini's Gourmet Market and La Trattoria Ristorante

The Carmine Giardini's Gourmet Market business, headquartered in Palm Beach Gardens, Florida, started 26 years ago as a prime meat market and expanded 15 years ago to a full-service gourmet market. A restaurant (also referred to as the "La Trattoria Ristorante") was added to the Palm Beach Gardens, Florida store six years ago. The Ft. Lauderdale, Florida store has the full-service gourmet market only. Now owned by CPM Merger Corporation (a Cracker Barrel subsidiary and referred to as "Carmine Giardini's"), the markets consist of separate departments with a strong Italian flavor featuring such items as seafood, meat, prepared foods, deli, bakery, produce, cheese, pizza and wine. The prepared foods department features various meat, seafood and pasta entrees, vegetables, salads and appetizers. The markets also feature off-premises catering, gift baskets and, in the case of the Palm Beach Gardens location, a casual cafe. La Trattoria Ristorante is an upper scale Italian restaurant including a full-service bar and fine dining table service delivered in a casual dining atmosphere.

The Palm Beach Gardens, Florida gourmet market and restaurant comprise approximately 15,000 square feet with 230 seats. The Ft. Lauderdale gourmet market is approximately 6,000 square feet and has no restaurant. The Palm Beach Gardens store will be the model for the prototype that will be developed in one new location in fiscal 2000 in south Florida.

OPERATIONS

Cracker Barrel Old Country Store

Store Format: The format of Cracker Barrel stores consists of a rustic, country-store style building. All stores are freestanding buildings. Store interiors are subdivided into a dining room consisting of approximately 30% of the total interior store space, and a retail shop consisting of approximately 22% of such space, with the balance primarily consisting of kitchen and storage areas. All stores have functioning stone fireplaces which burn wood wherever permitted and are decorated with antique-style furnishings and other authentic items of the past, similar to those used and sold in original old country stores. The kitchens contain modern food preparation and storage equipment allowing for extensive flexibility in menu variation and development.

Products: Cracker Barrel's restaurants, which generated approximately 76% of Cracker Barrel's total revenue in fiscal 1999, offer rural American cooking featuring the Company's own recipes. In keeping with Cracker Barrel's emphasis on authenticity and quality, Cracker Barrel restaurants prepare menu selections on the premises. The restaurants offer breakfast, lunch and dinner from a moderately-priced menu. Breakfast items can be ordered at any time throughout the day and include juices, eggs, pancakes, bacon, country ham, sausage, grits, and a variety of biscuit specialties, with prices for a breakfast meal ranging from $1.89 to $7.99. Lunch and dinner items include country ham, chicken, fish, steak, roast beef, beans, turnip greens, vegetable plates, salads, sandwiches, soups and specialty items such as beef stew with cornbread. Lunches and dinners range in price from $2.99 to $12.99. The average check per customer for fiscal 1999 was $6.88. Cracker Barrel from time to time adjusts its prices. Cracker Barrel decreased its menu prices approximately 1% in September 1998 and 3% in March 1999. The price decreases were intended to improve guests' price-to-value perception of Cracker Barrel and to increase frequency of visits over time.

The retail area of the stores, which generated approximately 24% of Cracker Barrel's total revenue in fiscal 1999, offer a wide variety of decorative and functional items such as of hand-blown glassware, cast iron cookware, old-fashioned crockery, handcrafted figurines, classic children's toys and various other gift items, as well as various candies, preserves, smoked sausage, syrups and other foodstuffs. Many of the candy items, smoked bacon, jellies and jams along with other high quality products are sold under the "Cracker Barrel Old Country Store" brand name.

Product Development and Merchandising: Cracker Barrel maintains a product development department, which develops new and improved menu items in response to shifts in customer preferences. Cracker Barrel merchandising specialists are involved on a continuing basis in selecting and positioning of merchandise in the retail shop. Management believes that Cracker Barrel has adequate flexibility to meet future shifts in consumer preference on a timely basis.

Store Management: Store management typically consists of a general manager, four associate managers and a retail manager who are responsible for approximately 100 employees on two shifts. The relative complexity of operating a Cracker Barrel Old Country Store requires an effective management team at the individual store level. As a motivation to store managers to improve sales and operational efficiency, Cracker Barrel has a bonus plan designed to provide store management with an opportunity to share in the pre-tax profits of their store. Starting in fiscal 2000, Cracker Barrel implemented a supplemental bonus plan, providing managers an opportunity to earn an additional bonus based on achieving specific operational targets. Cracker Barrel also offers managers and hourly employees stock options based on their position. To assure that individual stores are operated at a high level of quality, Cracker Barrel emphasizes the selection and training of store managers and employs District Managers to support individual store managers and Regional Vice Presidents to support individual District Managers. The District Managers individual span of control is eight to ten individual restaurants, and Regional Vice Presidents support eight to ten District Managers.

At all employment levels, Cracker Barrel hires and promotes men and women solely on the basis of their qualifications, experience and performance capabilities. Cracker Barrel complies with all applicable local, state and federal employment laws and applies equal opportunity hiring policies. In fact, Cracker Barrel seeks to hire the broadest range of qualified and capable individuals for all positions within Cracker Barrel, and to welcome all persons as guests of its stores.

The store management recruiting and training program begins with an evaluation and screening process. In addition to multiple interviews and background and experience verification, Cracker Barrel conducts testing which is intended to identify those applicants most likely to be best suited to manage store operations. Those candidates who successfully pass this screening process are then required to complete an 11-week training program consisting of eight weeks of in-store training and three weeks of training at Cracker Barrel's corporate facilities. This program allows new managers the opportunity to become familiar with Cracker Barrel's operations, management objectives, controls and evaluation criteria before assuming management responsibility.

Purchasing and Distribution: Cracker Barrel negotiates directly with food vendors as to price and other material terms of most food purchases. Cracker Barrel purchases the majority of its food products and restaurant supplies on a cost-plus basis through an unaffiliated distributor with custom distribution centers in Lebanon, Tennessee; Dallas, Texas; Gainesville, Florida; and Belcamp, Maryland. The distributor is responsible for placing food orders and warehousing and delivering food products to the Company's stores. Deliveries are generally made once per week to the individual stores. Certain perishable food items are purchased locally by Cracker Barrel stores.

On January 10, 1997, Cracker Barrel signed a new agreement with the food distributor which became effective February 1, 1997. This agreement, characterized as a "Prime Vendor Contract", outlined the relationship between Cracker Barrel and the distributor and is considered a mutual agreement between both parties that will permit a profitable relationship. The contract will remain in effect until both parties mutually modify it in writing or until terminated by either Cracker Barrel or the distributor upon 180 days written notice to the other party.

Three food categories (pork, beef and poultry) account for the largest shares of Cracker Barrel's food purchasing expense at approximately 12% each. The single food item within these categories accounting for the largest share of Cracker Barrel's food purchasing expense is chicken tenderloin. Cracker Barrel presently purchases its pork through eight vendors, beef through seven vendors and poultry through seven vendors. Cracker Barrel purchases its chicken tenderloin through five vendors. Should any food items from these vendors become unavailable for any reason, management is of the opinion that these food items could be obtained in sufficient quantities from other sources at competitive prices.

The majority of retail items are purchased directly by Cracker Barrel, warehoused at its Lebanon distribution center and shipped to the stores. On December 20, 1996, Cracker Barrel signed a dedicated carriage agreement with an unaffiliated transportation company for the transportation of retail merchandise from the Cracker Barrel distribution center throughout the contiguous 48 states. This agreement, which is for a period of 48 months, sets forth the relationship between the respective companies and is structured to facilitate the growth of Cracker Barrel's retail business over the term of the agreement. The transportation company or Cracker Barrel may terminate the agreement on any annual anniversary date by giving the other party 60 days prior written notice. Certain retail items are drop-shipped directly from Cracker Barrel's vendors to its stores.

Quality, Cost and Inventory Controls: Costs are closely monitored by management to determine if any material variances in food costs or operating expenses have occurred. Management monitors individual store sales daily. Cracker Barrel's computer systems are used to analyze store operating information by providing management reports for continual monitoring of sales mix and detailed operational cost data as well as information on sales trends and inventory levels to facilitate retail purchasing decisions. These systems are also used in the development of budget analyses and planning.

Customer Satisfaction: Cracker Barrel is committed to providing its customers a country-cooked meal, served with genuine hospitality in a comfortable environment, in a way that evokes memories of the past. Cracker Barrel is also committed to staffing each store with an experienced management team to ensure attentive customer service and consistent food quality. Through the regular use of customer surveys and store visits by its District Managers and Regional Vice Presidents, management receives valuable feedback, which it uses to improve the stores and to demonstrate Cracker Barrel's continuing commitment to pleasing its guests.

Marketing: New store locations generally are not advertised in the media until several weeks after they have been opened in order to give the staff time to adjust to local customer habits and traffic volume. To effectively reach consumers in the primary trade area for each Cracker Barrel store and also interstate travelers and tourists, outdoor advertising is the primary advertising media utilized, accounting for approximately 40% of advertising expenditures in fiscal 1999. During the past few years Cracker Barrel has utilized various types of media, such as television, radio and print, in its core markets to maintain customer awareness, and outside of its core markets to increase name awareness and to build brand loyalty. Cracker Barrel defines its core market based on geographic location, longevity in the market and name awareness in the market. However, Cracker Barrel has changed its advertising strategy for fiscal 2000 to reduce overall advertising spending as a percentage of net sales and to reallocate a portion of the advertising dollars previously spent on television, radio and print media to other marketing programs. Cracker Barrel will decrease its overall advertising budget from 2.8% of Cracker Barrel's net sales in fiscal 1999 to 2.4% of Cracker Barrel's net sales in fiscal 2000. Outdoor advertising should represent approximately 50% of advertising expenditures in fiscal 2000 as it has in fiscal years prior to 1999. Cracker Barrel also plans to renew efforts with its frequency-based Cracker Barrel Old Country Store Neighborhood(R) program. The program now has over 1.6 million neighbors enrolled with representation from all 50 states. The program is designed to enable Cracker Barrel to have frequent, personal and direct two-way communication with both local and traveling guests on a "one-on-one" basis. Cracker Barrel hopes to develop personal relationships in order to tailor its services to better meet guests' needs.

Logan's Roadhouse

Store Format: Logan's Roadhouse restaurants are constructed of rough-hewn cedar siding in combination with bands of corrugated metal outlined in double-striped, red neon. Interiors are decorated with hand-painted murals depicting scenes reminiscent of American roadhouses of the 1940s and 1950s, concrete and wooden planked floors, neon signs, and feature Wurlitzer(TM) Jukeboxes playing contemporary country hits. The lively, country "honky-tonk" atmosphere seeks to appeal to families, couples, single adults and business persons. The restaurants also feature display cooking and an old-fashioned meat counter displaying steaks, ribs, seafood and salads, and include a spacious, comfortable bar area. While dining or waiting for a table, guests may eat complimentary roasted in-shell peanuts and toss the shells on the floor, and watch as cooks prepare steaks and other entrees on gas-fired mesquite grills.

Products: Logan's restaurants offer a wide variety of items designed to appeal to a broad range of consumer tastes. Specialty appetizers include Logan's fried green tomatoes, hot wings Roadhouse style, baby back ribs basket and Roadhouse nachos. Logan's dinner menu features an assortment of specially seasoned USDA choice steaks, extra-aged, and cut by hand on premises. Guests may also choose from baby back ribs, seafood, mesquite grilled shrimp, mesquite grilled pork chops, grilled and barbecue chicken and an assortment of hamburgers, salads and sandwiches. All dinner entrees include dinner salad, made-from-scratch yeast rolls and a choice of brown sugar and cinnamon sweet potato, baked potato, fries or rice pilaf at no additional cost. Logan's express lunch menu provides specially priced items guaranteed to be served in less than 15 minutes. All lunch salads are served with made-from-scratch yeast rolls, and all lunch sandwiches are served with home-style potato chips at no additional cost. Prices range from $4.59 to $8.29 for lunch items and from $7.99 to $17.99 for dinner entrees. The average check per customer for fiscal 1999 was $11.05. Logan's adjusts its prices from time to time and increased menu prices approximately 2% in October 1998.

Product Development and Merchandising: Logan's strives to obtain consistent quality items at competitive prices from reliable sources. Logan's tests various new products in an effort to obtain the highest quality products possible and to be responsive to changing customer tastes. In order to maximize operating efficiencies and to provide the freshest ingredients for its food products, purchasing decisions are made by Logan's corporate management. Management believes that Logan's has adequate flexibility to meet future shifts in consumer preference on a timely basis.

Store Management: Store management typically consists of a general manager, one kitchen manager and four assistant managers who are responsible for approximately 100 hourly employees. The general manager of each restaurant is responsible for the day-to-day operations of the restaurant, including maintaining the standards of quality and performance established by Logan's corporate management. Management believes that guests benefit from the attentive service and high quality food, which results from having six managers in every restaurant. Logan's generally seeks as managers for each restaurant, two non-management employees promoted into management positions who therefore fully understand the Logan's Roadhouse concept, and four managers with high levels of previous management experience. To assure that individual restaurants are operated at a high level of quality, Logan's has Regional Managers to support individual store managers and a Director of Operations and a Vice President of Operations to support individual Regional Managers. Each Regional Manager supports 4 to 5 individual restaurants. Through regular visits to the restaurants, the Director of Operations and the Regional Managers ensure that the Logan's concept, strategy and standards of quality are being adhered to in all aspects of restaurant operations.

Logan's is an equal opportunity employer and seeks to attract and retain high quality managers and hourly employees by providing them with attractive financial incentives and flexible working schedules. Financial incentives provided to attract high quality managers include competitive salaries and bonuses based on position, seniority and performance criteria. Logan's cash bonus program is tied to established performance goals on a restaurant-by-restaurant basis for each restaurant's management team. Management believes that Logan's attracts qualified managers by providing a better overall quality of life characterized by a five-day work schedule involving fewer hours than are typically required by managers in the restaurant industry. Management believes that Logan's attracts high quality hourly employees by providing a casual, high energy and fun atmosphere in which to work.

Logan's requires that its restaurant managers have significant experience in the full-service restaurant industry. All new managers are required to complete a comprehensive ten-week training course conducted at a Logan's Roadhouse restaurant, emphasizing the Logan's operating strategy, procedures and standards and is conducted at a Logan's Roadhouse restaurant.

Purchasing and Distribution: Logan's negotiates directly with food vendors as to price and other material terms of most food purchases. Logan's purchases the majority of its food products and restaurant supplies on a cost-plus basis through the same unaffiliated distributor as is used by cracker Barrel. The distributor is responsible for placing food orders and warehousing and delivering food products for Logan's restaurants. Certain perishable food items are purchased locally by the restaurants.

The single food category accounting for the largest share (approximately 38%) of Logan's food purchasing expense is beef. Each Logan's restaurant employs a butcher who hand-cuts beef on premises. Logan's presently purchases its beef through three vendors. Should any beef items from these vendors become unavailable for any reason, management believes that such items could be obtained in sufficient quantities from other sources at competitive prices.

Quality, Cost and Inventory Controls: Management closely monitors sales, product costs and labor at each of its restaurants. Weekly restaurant operating results are analyzed by management to detect trends at each location, and negative trends are promptly remedied where possible. Financial controls are maintained through management of an accounting and information management system that is implemented at the restaurant level. Administrative and management staff prepare daily reports of sales, labor and customer counts. On a weekly basis, condensed operating statements are compiled by the

accounting department and provide management a detailed analysis of sales, product and labor costs, with a comparison to budget and prior period performance. These systems are also used in the development of budget analyses and planning.

Customer Satisfaction: Logan's is committed to providing its customers prompt, friendly, efficient service, keeping table-to-server ratios low and staffing each restaurant with an experienced management team to ensure attentive customer service and consistent food quality. Through the regular use of customer surveys and an independently run "mystery shoppers" program, management receives valuable feedback, which it uses to improve restaurants and demonstrate a continuing interest in customer satisfaction.

Marketing: Logan's employs an advertising and marketing strategy designed to establish and maintain a high level of name recognition and to attract new customers. Logan's primarily uses radio and outdoor advertising in selected markets. Management's goal is to develop a sufficient number of restaurants in certain markets to permit the cost-efficient use of television, radio and outdoor advertising. Logan's currently spends approximately 1.5% of its net sales on advertising. Logan's also engages in a variety of promotional activities, such as contributing time, money and complimentary meals to charitable, civic and cultural programs, in order to increase public awareness of Logan's Roadhouse restaurants. Logan's also has numerous tie-ins with the Tennessee Titans, Nashville NFL team, such as two concession facilities inside Adelphia Coliseum named "Logan's Landings" and various promotions during and around the games.

Franchising: Prior to the Company acquiring Logan's Roadhouse, Inc., Logan's entered into three Area Development Agreements ("Area Developers") and accompanying Franchise Agreements ("Franchisees"). CMAC Incorporated ("CMAC") and L.G. Enterprises, Inc. ("LG") are the only current Area Developers. CMAC's Area Development Agreement provides for it to develop a specified number of Logan's Roadhouse restaurants in the states of North Carolina and South Carolina, as well as Augusta, Georgia. LG's Area Development Agreement provides for it to develop a specified number of Logan's Roadhouse restaurants in certain counties of northern California, southern Oregon and Reno, Nevada.

The Area Development Agreements require the Area Developers to locate sites and to develop a specified number of Logan's Roadhouse restaurants within specified geographic areas. The Area Developer enters into individual franchise agreements for each Logan's Roadhouse restaurant that it develops. Franchisees and their principals may not own, operate or assist other restaurants with menus or methods of operation similar to those of Logan's Roadhouse restaurants within their Development Area. Logan's has the right to purchase all of the outstanding stock of CMAC and LG beginning in April 2002, and January 2004, respectively, upon the occurrence of specified events.

The Franchisees pay an initial $30,000 non-refundable franchise fee and a monthly royalty fee of 3.0% of gross sales. Logan's currently requires CMAC and LG to contribute 0.5% of gross sales to Logan's general advertising account and may require the Franchisees to contribute up to 1.0%. In fiscal 1999, total royalty and franchise fees paid to Logan's were approximately $285,000.

As of October 29, 1999, CMAC operates Logan's Roadhouse restaurants in Augusta, Georgia, Fayetteville and Jacksonville, North Carolina and Greenville and North Myrtle Beach, South Carolina. LG opened its first Logan's Roadhouse restaurant in Redding, California in May 1999.

Management is not considering any other future franchising opportunities beyond the current Development Agreements with CMAC and LG.

EXPANSION

The Company opened the following 40 new Cracker Barrel stores in fiscal 1999:

Interstate 10	(1)	Kerrville, Texas
Interstate 16	(1)	Dublin, Georgia
Interstate 20	(1)	Tyler, Texas
Interstate 24	(2)	Cadiz, Kentucky; Smyrna, Tennessee
Interstate 30	(1)	Arkadelphia, Arkansas

Interstate 40 (1) Kingman, Arizona
Interstate 49 (1) Alexandria, Louisiana
Interstate 55 (2) Lincoln, Illinois; Brookhaven, Mississippi
Interstate 57 (1) Mattoon, Illinois
Interstate 59 (1) Bessemer, Alabama
Interstate 64 (1) Shelbyville, Kentucky
Interstate 65 (3) Sellersburg, Indiana; Cave City and Louisville, Kentucky
Interstate 69 (1) Marion, Indiana
Interstate 70 (2) Junction City, Kansas; Washington, Pennsylvania
Interstate 74 (1) Shelbyville, Indiana
Interstate 75 (2) Pembroke Pines, Florida; Piqua, Ohio
Interstate 78 (1) Clinton, New Jersey
Interstate 80 (1) West Omaha, Nebraska
Interstate 81 (4) Binghampton, New York; Carlisle and Frackville, Pennsylvania; Morristown, Tennessee
Interstate 84 (1) Fishkill, New York
Interstate 87 (1) Clifton Park, New York
Interstate 90 (2) Missoula, Montana; Sheffield, Ohio
Interstate 91 (1) Holyoke, Massachusetts
Interstate 135 (1) Wichita, Kansas
Interstate 390 (1) Rochester, New York
Interstate 495 (1) Tewksbury, Massachusetts
Interstate 575 (1) Canton, Georgia
New Jersey Tpk (1) Westampton, New Jersey
Off Interstate (2) Springdale, Arkansas; Owensboro, Kentucky

The Company plans to open 30 new Cracker Barrel stores during fiscal 2000, of which the following 13 of those stores are already open:

Interstate 26 (1) Orangeburg, South Carolina
Interstate 29 (1) Sioux Falls, South Dakota
Interstate 64 (1) Corydon, Indiana
Interstate 75 (1) Calhoun, Georgia
Interstate 76 (1) Rootstown, Ohio
Interstate 80 (2) Ottowa, Illinois; Bloomburg, Pennsylvania
Interstate 91 (1) East Windsow, Connecticut
Interstate 94 (2) Lake Delton, Wisconsin; Bismark, North Dakota
Interstate 95 (1) Walterboro, South Carolina
Off Interstate (2) Kokomo, Indiana; Tupelo, Mississippi

The Company opened 12 new Logan's restaurants in fiscal 1999 subsequent to acquiring Logan's on February 16, 1999. The openings were as follows:

Texas (6) Amarillo, El Paso, Houston, Lewisville, Lubbock and Odessa
Florida (3) Orlando, Sanford, and Tampa
Georgia (1) Snellville
Ohio (1) Columbus
Virginia (1) Manassas

The Company plans to open 12 new Logan's restaurants during fiscal 2000, of which the following four restaurants are already open:

Michigan (2) Roseville and Shelby Township
Texas (2) Grapevine and San Antonio

Prior to committing to a new location, the Company performs extensive reviews of various available sites, gathering approximate cost, demographic and traffic data. This information is analyzed by a model to help with the decision on building a store. The Company utilizes in-house engineers to consult on architectural plans, to develop engineering plans and to oversee new construction. The Company is currently engaged in the process of seeking and selecting new sites, negotiating purchase or lease terms and developing chosen sites.

It has traditionally been the Company's preference to own its store properties. Of the 409 Cracker Barrel stores open as of October 29, 1999, the Company owns 384, while the other 25 properties are either ground leases or ground and building leases. Currently, the average cost for a new Cracker Barrel store is approximately $1,225,000 for land and sitework, $900,000 for building, and $575,000 for equipment. The current Cracker Barrel store size is approximately 10,000 square feet with 184 seats in the restaurant.

Of the 64 Logan's stores open as of October 29, 1999, 6 are franchised stores. Of the remaining 58 Logan's stores, the Company owns 37, while the other 21 properties are ground leases. Currently,

the average cost for a new Logan's store is approximately $1,235,000 for land and sitework, $975,000 for building, and $440,000 for equipment. The current Logan's store size is approximately 7,800 square feet with 290 seats in the restaurant, including 45 seats in the bar area.

EMPLOYEES

As of July 30, 1999, CBRL Group, Inc. employed 16 people, of whom 8 were in advisory and supervisory capacities, and 4 were officers of the Company. Cracker Barrel employed 43,817 people, of whom 385 were in advisory and supervisory capacities, 2,377 were in store management positions and 29 were officers. Logan's employed 5,350 people, of whom 25 were in advisory and supervisory capacities, 308 were in store management positions and 5 were officers. Carmine's employed 131 people, of whom 4 were in advisory and supervisory capacities, 8 were in store management and 1 was an officer. Many of the restaurant personnel are employed on a part-time basis. Cracker Barrel has an advancement, training and incentive plan for its hourly employees which is intended to decrease turnover and to increase productivity by providing a defined career path through testing and ranking of employees. At all employment levels, the Company hires and promotes men and women solely on the basis of their qualifications, experience and performance capabilities. The Company complies with all applicable local, state and federal employment laws and applies equal opportunity hiring policies. In fact, the Company seeks to hire the broadest range of qualified and capable individuals for all positions within the Company, and to welcome all persons as guests of its stores. The Company's employees are not represented by any union, and management considers its employee relations to be good.

COMPETITION

The restaurant business is highly competitive and often is affected by changes in the taste and eating habits of the public, local and national economic conditions affecting spending habits, and population and traffic patterns. Restaurant industry segments overlap and often provide competition for widely diverse restaurant concepts. In exceptionally good economic times, consumers can be expected to patronize a broader range of restaurants and the breadth of competition at different restaurant segments is likewise increased. The principal basis of competition in the industry is the quality and price of the food products offered. Site selection, quality and speed of service, advertising and the attractiveness of facilities are also important.

There are many restaurant companies catering to the public, including several franchised operations, a number of which are substantially larger and have greater financial and marketing resources than those of the Company and which compete directly and indirectly in all areas in which the Company operates.

TRADEMARKS

Cracker Barrel owns certain registered copyrights and trademarks relating to the name "Cracker Barrel Old Country Store", as well as its logo, menus, designs of buildings, general trade dress and other aspects of operations. Logan's owns or has applied for certain registered copyrights and trademarks relating to the name "Logan's Roadhouse", as well as its logo, menus, designs of buildings, general trade dress and other aspects of operations. Carmine's has pending trademark registration relating to the name "Carmine Giardini" and "Carmine Giardini's Gourmet Market and La Trattoria Ristorante". The Company believes that the use of these names have some value in maintaining the atmosphere and public acceptance of its mode of operations. The Company's policy is to pursue registration of its copyrights and trademarks whenever possible and to oppose vigorously any infringement of its copyrights and trademarks.

RESEARCH AND DEVELOPMENT

While research and development are important to the Company, these expenditures have not been material.

SEASONAL ASPECTS

Historically the profits of the Company have been lower in the second fiscal quarter than in the first and third fiscal quarters and highest in the fourth fiscal quarter. Management attributes these variations primarily to the decrease in interstate tourist traffic during the winter months and the increase in interstate tourist

traffic during the summer months.

SEGMENT REPORTING

The Company has one reportable segment. See Note 2 to the Company's 1999 Annual Report to Shareholders for more information on segment reporting.

WORKING CAPITAL

In the restaurant industry, substantially all sales are either for cash or credit card. Like most other restaurant companies, the Company is able to, and may from time to time, operate with negative working capital. Restaurant inventories purchased through the food distributor are now on terms of net zero days, while restaurant inventories purchased locally are generally financed from normal trade credit. Retail inventories purchased domestically are generally financed from normal trade credit, while imported retail inventories are generally purchased through letters of credit. These various trade terms are aided by rapid turnover of the restaurant inventory.

COMPLIANCE WITH GOVERNMENT REGULATIONS

The Company is subject to a variety of federal, state and local laws. Each of the Company's restaurants is subject to permitting, licensing and regulation by a number of government authorities, including health, safety, sanitation, building and fire agencies in the state or municipality in which the restaurant is located. Each of the Company's Logan's and Carmine's locations is also subject to permitting, licensing and regulation by a number of government authorities for alcoholic beverage control. Difficulties in obtaining or failure to obtain required licenses or approvals could delay or prevent the development of a new restaurant in a particular area or close an existing restaurant for a period of time.

Approximately 11% of Logan's total revenue and 10% of Carmine's total revenue were attributable to the sale of alcoholic beverages in fiscal 1999. Alcoholic beverage control regulations require each of the Company's Logan's Roadhouse restaurants and Carmine Giardini's Gourmet Market and La Trattoria Ristorante locations to apply to a state authority and, in certain locations, county or municipal authorities for a license or permit to sell alcoholic beverages on the premises. Typically, licenses must be renewed annually and may be revoked or suspended for cause at any time. Alcoholic beverage control regulations relate to numerous aspects of operations, including minimum age of patrons and employees, hours of operation, advertising, wholesale purchasing, inventory control and handling, storage and dispensing of alcoholic beverages.

The failure of an individual location to obtain or retain liquor or food service licenses would have a material adverse effect on the location's operations. To reduce this risk, each Company restaurant is operated in accordance with procedures intended to assure compliance with applicable codes and regulations.

The Company is subject in certain states to "dram shop" statutes, which generally provide a person injured by an intoxicated person the right to recover damages from an establishment that wrongfully served alcoholic beverages to the intoxicated person. Logan's and Carmine's each carry liquor liability insurance coverage, and the Company carries umbrella liability coverage. Management believes that the Company is adequately insured.

The Company's operations are also subject to federal and state laws governing such matters as the minimum hourly wage, unemployment tax rates, sales tax and similar matters over which the Company has no control. Significant numbers of the Company's service, food preparation and other personnel are paid at rates indirectly related to the federal minimum wage, and increases in the minimum wage could increase the Company's labor costs.

The development and construction of additional locations also are subject to compliance with applicable zoning, land use and environmental laws and regulations.

Compliance with federal, state and local regulations should have no material effect upon capital expenditures, earnings, or the competitive position of the Company.

ITEM 2. PROPERTIES

The Company's corporate headquarters are presently located on approximately 10 acres of land owned by the Company in Lebanon, Tennessee. The Company utilizes 10,000 square feet of office space for its corporate headquarters. Management believes that the current amount of office space is sufficient to meet the Company's needs for corporate office space through fiscal 2000.

The Cracker Barrel Old Country Store, Inc. corporate headquarters and warehouse facilities are presently located on approximately 120 acres of land owned by the Cracker Barrel Old Country Store, Inc. in Lebanon, Tennessee. Cracker Barrel utilizes approximately 110,000 square feet of office space and 400,000 square feet of warehouse facilities. Cracker Barrel management believes that the current amount of office and warehouse space is sufficient to meet the Company's needs through fiscal 2000.

The Logan's Roadhouse, Inc. corporate headquarters are presently located in approximately 11,000 square feet of space in Nashville, Tennessee, under a lease expiring on October 31, 1999 that will be extended until March 1, 2000. Logan's intends to enter into a new lease for 16,000 square feet of space in a different area of Nashville, Tennessee, subject to a 10-year lease term. Logan's management believes that the rent payable for either of these premises does not exceed the fair market value of comparable properties. Management believes this new lease is adequate for Logan's current uses and anticipated growth through fiscal 2000.

The CPM Merger Corporation (Carmine Giardini's Gourmet Market and La Trattoria Ristorante) corporate headquarters are presently located in approximately 3,000 square feet of space in Palm Beach Gardens, Florida, under a lease expiring on December 31, 2003 with two 5-year renewal terms. Carmine Giardini's management believes that the rent payable for either of these spaces does not exceed the fair market value of comparable properties. Management believes this lease is adequate for Carmine Giardini's current uses and anticipated growth through fiscal 2000.

Cracker Barrel Old Country Store, Inc. opened a retail outlet store, named the "Back Porch", in Lebanon, Tennessee in September 1998 to sell out-of-season, slow-moving and discontinued merchandise. This property is owned by Cracker Barrel Old Country Store, Inc.

Cracker Barrel Old Country Store, Inc. opened a retail-only mall store, named "The Store," in a regional mall in Nashville, Tennessee in July 1999 to test this growth opportunity to leverage the Cracker Barrel's merchandising and logistical expertise. The retail-only mall store is leased.

In addition to the various corporate facilities, Cracker Barrel's outlet and retail-only mall stores and Carmine Giardini's two gourmet markets and restaurant in Florida, the Company owns or leases the following Cracker Barrel and Logan's store properties as of October 29, 1999:

State	Cracker Barrel		Logan's		Combined	
	Owned	Leased	Owned	Leased	Owned	Leased
Tennessee	31	5	8	5	39	10
Florida	33	-	4	1	37	1
Texas	25	-	4	4	29	4
Georgia	24	2	5	1	29	3
Indiana	21	-	3	1	24	1
Ohio	20	3	1	-	21	3
Kentucky	17	2	1	3	18	5
Illinois	21	1	-	-	21	1
Alabama	15	1	3	2	18	3
North Carolina	20	1	-	-	20	1
Virginia	14	-	4	-	18	-
Michigan	14	-	1	1	15	1
Louisiana	9	-	3	2	12	2
South Carolina	12	2	-	-	12	2
Missouri	13	-	-	-	13	-
Pennsylvania	11	1	-	-	11	1
Mississippi	9	1	-	-	9	1
New York	8	2	-	-	8	2
Arizona	9	-	-	-	9	-
West Virginia	7	-	-	1	7	1
Arkansas	6	1	-	-	6	1

Kansas	6	-	-	-	6	-
Oklahoma	5	-	-	-	5	-
Wisconsin	5	-	-	-	5	-
Colorado	4	-	-	-	4	-
Iowa	3	-	-	-	3	-
Minnesota	3	-	-	-	3	-
New Jersey	2	1	-	-	2	1
New Mexico	2	1	-	-	2	1
Utah	3	-	-	-	3	-
Connecticut	2	1	-	-	1	1
Maryland	2	-	-	-	2	-
Massachusetts	2	-	-	-	2	-
Montana	2	-	-	-	2	-
Nebraska	2	-	-	-	2	-
Idaho	1	-	-	-	1	-
North Dakota	1	-	-	-	1	-
South Dakota	1	-	-	-	1	-
Total	384	25	37	21	421	46

See "Business-Operations" and "Business-Expansion" for additional information on the Company's stores.

ITEM 3. LEGAL PROCEEDINGS

The Company's Cracker Barrel Old Country Store, Inc. subsidiary is involved in two lawsuits, which are not ordinary routine litigation incidental to its business. Serena McDermott and Jennifer Gentry v. Cracker Barrel Old Country Store, Inc., No. 4:99-CV-001-HLM was filed as a collective action under the federal Fair Labor Standards Act and was served on Cracker Barrel on May 3, 1999. Kelvis Rhodes, Maria Stokes et al. v. Cracker Barrel Old Country Store, Inc., No. 4:99-CV-217-HLM was filed under Title VII of the Civil Rights Act of 1964 and Section 1 of the Civil Rights Act of 1866 and was served on Cracker Barrel on September 15, 1999. Both cases were filed in the U.S. District Court for the Northern District of Georgia, Rome Division. The McDermott case is styled a collective action and alleges that certain tipped hourly employees were required to perform non-serving duties without being paid the minimum wage or overtime compensation for that work. The McDermott case seeks recovery of unpaid wages and overtime wages related to those claims. The Rhodes case seeks certification as a class action, a declaratory judgment to redress an alleged systemic pattern and practice of racial discrimination in employment opportunities, an order to effect certain hiring and promotion goals and back pay and other monetary damages. Cracker Barrel Old Country Store, Inc. does not believe the claims in either case have substantial merit, and it is defending each of these cases vigorously. Because each of these cases was so recently served on Cracker Barrel Old Country Store, Inc., and because it is so early in the litigation process in each case, neither the Company, nor its subsidiary, can reasonably estimate the likely results of either lawsuit or the economic effects of the litigation on the Company.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not applicable.

Pursuant to Instruction 3 to Item 401(b) of Regulation S-K and General Instruction G(3) to Form 10-K, the following information is included in Part I of this Form 10-K.

Executive Officers of the Registrant

The following table sets forth certain information concerning the executive officers of the Company, and a subsidiary, as of September 24, 1999:

Name	Age	Position with Registrant
Dan W. Evins	64	Chairman of the Board & Chief Executive Officer
Michael A. Woodhouse	54	Executive Vice President & Chief Operating Officer
Lawrence E. White	49	Senior Vice President, Finance & Chief Financial Officer
Richard K. Arras	48	President and Chief Operating Officer, Cracker Barrel Old

Country Store, Inc.

James F. Blackstock 52 Vice President, General Counsel and Secretary

The following background material is provided for those executive officers who have been employed by the Registrant for less than five years:

Prior to his employment with the Company in January 1999, Mr. Evins was Chairman of the Board and Chief Executive Officer of Cracker Barrel Old Country Store, Inc. since its founding in 1969.

Prior to his employment with the Company in January 1999, Mr. Woodhouse was Senior Vice President of Finance and Chief Financial Officer of Cracker Barrel Old Country Store, Inc. since December 1995. Prior to December 1995, Mr. Woodhouse was Senior Vice President and Chief Financial Officer of Daka International, Inc. from 1993 to 1995. Mr. Woodhouse was Vice President and Chief Financial Officer of Tia's Inc. from 1992 to 1993. Prior to 1992 he was Executive Vice President and Chief Financial Officer of Metromedia Steakhouses, Inc.

Prior to his employment with the Company in September 1999, Mr. White was Executive Vice President and Chief Financial Officer of Boston Chicken, Inc. from 1998 to 1999. Mr. White was Executive Vice President and Chief Financial Officer of El Chico Restaurants, Inc. from 1992 to 1998. Prior to his employment with El Chico Restaurants, Inc., Mr. White was Senior Vice President and Treasurer of Metromedia Steakhouses, Inc. and Treasurer of TGI Friday's, Inc.

Prior to his employment with the Company in January 1999, Mr. Blackstock was Vice President, General Counsel and Secretary of Cracker Barrel Old Country Store, Inc. since June 1997. Prior to June 1997, Mr. Blackstock was with Travel Centers of America, Inc. from 1993 to 1997 serving as Vice President, General Counsel and Secretary. Prior to 1993, Mr. Blackstock practiced law in Los Angeles, California as a principal in the firm of James F. Blackstock, Professional Law Corporation.

Prior to his employment with Cracker Barrel Old Country Store, Inc. in September 1999, Mr. Arras had served as President and Chief Operating Officer of Perkins Family Restaurants since 1988.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED SHAREHOLDER MATTERS

Since the initial public offering of the Company's Common Stock in November 1981, the Company's Common Stock has been traded on The Nasdaq Stock Market (National Market System) with the symbol CBRL. There were 18,769 shareholders of record as of September 24, 1999.

The following table indicates the high and low sales prices of the Company's Common Stock as reported on The Nasdaq Stock Market (National Market System) during the periods indicated.

	Fiscal Year 1999 Prices		Fiscal Year 1998 Prices	
Quarter	High	Low	High	Low
First	$30.50	$22.13	$33.13	$27.50
Second	27.88	20.13	35.63	29.19
Third	23.50	16.00	43.00	34.19
Fourth	20.50	14.81	36.38	26.00

In September 1983, the Board of Directors of the Company initiated a policy of declaring dividends on a quarterly basis. Prior to that date, the Board followed a policy of declaring annual dividends during the first fiscal quarter. Quarterly dividends of $.005 per share were paid during all four quarters of fiscal 1998 and 1999. The Company foresees paying comparable cash dividends per share in the future.

Certain covenants relating to the 9.53% Senior Notes in the original amount of $30,000,000 impose restrictions on the payment of cash dividends and the purchase of treasury stock. Retained earnings not restricted under the covenants were approximately $414,900,000 at July 30, 1999.

ITEM 6. SELECTED FINANCIAL DATA

The table "Selected Financial Data" on page 17 of the Company's Annual Report to Shareholders for the year ended July 30, 1999 (the "1999 Annual Report") is incorporated herein by this reference.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following portions of the 1999 Annual Report are incorporated herein by this reference:

Management's Discussion and Analysis of Financial Condition and Results of Operations on pages 18 through 23.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Interest Rate Risk. With certain instruments entered into for other than trading purposes, the Company is subject to market risk exposure related to changes in interest rates. As of October 29, 1999, the Company has in place a $390 million bank credit facility, which matures December 31, 2003. A portion of that facility, a $340 million revolver, bears interest at a percentage point spread from LIBOR based on the Company's ratio of lease adjusted funded debt to EBITDAR (earnings before interest expense, income taxes, depreciation and amortization and rent expense), adjusted quarterly. As of July 30, 1999, the Company had $255 million outstanding under the revolver at interest rates ranging from 6.07% to 6.33%. The remaining portion of the bank credit facility is a $50 million 5-year term loan bearing interest a base rate of 6.11% plus the Company's credit spread, adjusted quarterly. As of July 30, 1999, the Company's interest rate on the $50 million term loan was 7.11%. The Company's credit spread on its bank credit facility increased by 25 basis points on August 2, 1999. The maturity payments for the Company's bank facility are as follows: the $50 million term loan is due December 1, 2001 and any amounts outstanding under the revolving credit facility (currently $255 million) are due December 31, 2003. The weighted average interest rates through the expected maturity dates for the Company's term loan and revolving credit facility are 7.36% and 6.47%, respectively, based on the Company's current credit spread of 1.25%. The Company's senior notes payable, which had an outstanding balance of $9.5 million at July 30, 1999, bear a fixed interest rate of 9.53%, and mature as follows: $2.5 million on January 15, 2000, $3 million on January 15, 2001, $2 million on January 15, 2002 and $2 million on January 15, 2003. While changes in LIBOR would affect the cost of funds borrowed in the future, the Company believes that the effect, if any, of reasonably possible near-term changes in interest rates on the Company's consolidated financial position, results of operations or cash flows would not be material. Based on discounted cash flows of future payment streams, assuming rates equivalent to the Company's incremental borrowing rate on similar liabilities, the fair value of the $50 million term loan, the $255 million outstanding under the revolving credit facility and the $9.5 million senior notes approximates carrying value as of July 30, 1999.

Commodity Price Risk. Many of the food products purchased by the Company are affected by commodity pricing and are, therefore, subject to price volatility caused by weather, production problems, delivery difficulties and other factors which are outside the control of the Company and which are generally unpredictable. Three food categories (beef, poultry and pork) account for the largest shares of the Company's food purchases at approximately 12% each. Other items affected by the commodities markets, such as dairy, produce and coffee, may each account for as much as 10% of the Company's food purchases. While the Company has some of its food items prepared to its specifications, the Company's food items are based on generally available products, and if any existing suppliers fail, or are unable to deliver in quantities required by the Company, the Company believes that there are sufficient other quality suppliers in the marketplace that its sources of supply can be replaced as necessary. The Company also recognizes, however, that commodity pricing is extremely volatile and can change unpredictably and over short periods of time. Changes in commodity prices would affect the Company and its competitors generally and often simultaneously. In many cases, the Company believes it will be able to pass through any increased commodity costs by adjusting its menu pricing. From time to time, competitive circumstances may limit menu price flexibility, and in those circumstances increases in commodity prices can result in lower margins for the Company. The Company does not use financial instruments to hedge commodity prices. However, the Company believes

that any changes in commodity pricing which cannot be adjusted for by changes in menu pricing or other product delivery strategies, would not be material.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The following portions of the 1999 Annual Report are incorporated herein by this reference:

Consolidated Financial Statements and Independent Auditors' Report on pages 24 through 35.

Quarterly Financial Data (Unaudited) on page 35.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information required by this item with respect to directors of the Company is incorporated herein by this reference to the section entitled "Election of Directors" in the Company's definitive proxy statement for its 1999 Annual Meeting of Shareholders (the "1999 Proxy Statement"). The information required by this item with respect to executive officers of the Company is set forth in Part I of this Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated herein by this reference to the section entitled "Executive Compensation" in the Company's 1999 Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this item is incorporated herein by this reference to the section entitled "Security Ownership of Management" in the Company's 1999 Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this item is incorporated herein by this reference to the section entitled "Certain Relationships and Related Transactions" in the Company's 1999 Proxy Statement.

PART IV

ITEM 14. EXHIBITS AND REPORTS ON FORM 8-K

A. List of documents filed as part of this report:

1. The following Financial Statements and the Report of Deloitte & Touche LLP on pages 24 through 35 of the 1999 Annual Report are incorporated herein by this reference:

Independent Auditors' Report dated September 8, 1999

Consolidated Balance Sheet as of July 30, 1999 and July 31, 1998

Consolidated Statement of Income for each of the three fiscal years ended July 30, 1999, July 31, 1998 and August 1, 1997

Consolidated Statement of Changes in Shareholders' Equity for each of the three fiscal years ended July 30, 1999, July 31, 1998 and August 1, 1997

Consolidated Statement of Cash Flows for each of the three fiscal years ended July 30, 1999, July 31, 1998 and August 1, 1997

Notes to Consolidated Financial Statements

2. The exhibits listed in the accompanying Index to Exhibits on pages 15 & 16 are filed as part of this annual report.

B. Reports on Form 8-K:

The Company filed a Current Report on Form 8-K/A on June 25, 1999 pursuant to Item 7 of such form at the Company's option to provide the audited consolidated financial statements of Logan's Roadhouse, Inc. for fiscal years ended December 27, 1998 and December 28, 1997.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Cracker Barrel Old Country Store, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CBRL GROUP, INC.

By: /s/Dan W. Evins	By:/s/Patrick A. Scruggs
Dan W. Evins	Patrick A. Scruggs
CEO and Chairman of the Board	Assistant Treasurer
(Principal Executive Officer)	(Principal Accounting Officer)

By: /s/Lawrence E. White
Lawrence E. White
Senior Vice President, Finance
(Principal Financial Officer)

Date: October 25, 1999

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Company and in the capacities and on the dates indicated.

/s/James C. Bradshaw, M.D.	____________________________
James C. Bradshaw, M.D., Director	Charles T. Lowe, Jr., Director
_________________________________	/s/B.F. Lowery
Robert V. Dale, Director	B. F. Lowery, Director
/s/Dan W. Evins	/s/Gordon L. Miller
Dan W. Evins, Director	Gordon L. Miller, Director
/s/Edgar W. Evins	_____________________________
Edgar W. Evins, Director	Martha M. Mitchell, Director
/s/William D. Heydel	_____________________________
William D. Heydel, Director	Jimmie D. White, Director
_________________________	/s/Michael A. Woodhouse
Robert C. Hilton, Director	Michael A. Woodhouse, Director

____
Charles E. Jones, Jr., Director

INDEX TO EXHIBITS

Exhibit

3(a) Charter (1)
3(b) Bylaws (1)
4(a) Note Agreement dated as of January 1, 1991, relating to $30,000,000 of 9.53% Senior Notes (2)
4(b) Shareholder Rights Agreement dated 9/7/1999 (3)
10(a) Credit Agreement dated 2/16/1999, relating to the $50,000,000 Term Loan and the $300,000,000 Revolving Credit Facility
10(b) First Amendment to Credit Agreement dated 7/29/1999
10(c) Second Amendment to Credit Agreement dated 9/29/1999
10(d) Lease dated 8/27/1981 for lease of Clarksville, Tennessee, and Macon, Georgia, stores between Cracker Barrel Old Country Store, Inc. and B. F. Lowery, a director of the Company (4)
10(e) The Company's Incentive Stock Option Plan of 1982, as amended

(5)

10(f) The Company's 1987 Stock Option Plan, as amended (6)

10(g) The Company's Amended and Restated Stock Option Plan, as amended

10(h) The Company's Non-Employee Director's Stock Option Plan, as amended (7)

10(i) The Company's Non-Qualified Savings Plan, effective 1/1/1996, as amended (6)

10(j) The Company's Deferred Compensation Plan, effective 1/1/1994 (6)

10(k) The Company's Executive Employment Agreement for Dan W. Evins (5)

10(l) Executive Employment Agreement for Michael A. Woodhouse dated 11/15/1995 (8)

10(m) Executive Employment Agreement for Lawrence E. White dated 9/3/1999

10(n) Executive Employment Agreement for Richard K. Arras dated 9/16/1999

10(o) Change-in-control Agreement for Dan W. Evins dated 10/8/1999

10(p) Change-in-control Agreement for Michael A. Woodhouse dated 10/8/1999

10(q) Change-in-control Agreement for Lawrence E. White dated 10/8/1999

10(r) Change-in-control Agreement for Richard K. Arras dated 10/8/1999

10(s) Change-in-control Agreement for James F. Blackstock dated 10/8/1999

13 Pertinent portions, incorporated by reference herein, of the Company's 1999 Annual Report to Shareholders

21 Subsidiaries of the Registrant

22 Definitive Proxy Materials

23 Consent of Deloitte & Touche LLP

27 Financial Data Schedule

(1) Incorporated by reference to the Company's Registration Statement on Form S-4/A under the Securities Act of 1933 (File No. 333-62469).

(2) Incorporated by reference to the Company's Registration Statement on Form S-3 under the Securities Act of 1933 (File No. 33-38989).

(3) Incorporated by reference to the Company's Forms 8-K and 8-A under the Securities Exchange Act of 1934, filed September 21, 1999 (File No. 000-25225).

(4) Incorporated by reference to the Company's Registration Statement on Form S-7 under the Securities Act of 1933 (File No. 2-74266).

(5) Incorporated by reference to the Company's Annual Report on Form 10-K under the Securities Exchange Act of 1934 for the fiscal year ended July 28, 1989 (File No. 0-7536).

(6) Incorporated by reference to the Company's Registration Statement on Form S-8 under the Securities Act of 1933 (File No. 33-45482).

(7) Incorporated by reference to the Company's Annual Report on Form 10-K under the Securities Exchange Act of 1934 for the fiscal year ended August 2, 1991 (File No. 0-7536).

(8) Incorporated by reference to Exhibit 10.3 to the Executive Employment Agreement section, page 39 of the Company's Registration Statement on Form S-4, Amendment No. 1, filed with the Commission on October 5, 1998 (File No. 333-62469) 1998 Definitive Proxy materials.

Exhibit 10(a)

CREDIT AGREEMENT

Dated as of February 16, 1999

By and Among

CBRL GROUP, INC.

THE BANKS LISTED HEREIN

AND

SUNTRUST BANK, NASHVILLE, N.A.,
as Administrative Agent and as a Lender
(Wachovia Bank, N.A. as Syndication Agent)

SUNTRUST EQUITABLE SECURITIES CORPORATION
AS ARRANGER

EXHIBITS

Exhibit A - Form of Revolving Credit Note
Exhibit B - Form of Term Note
Exhibit C - Form of Swing Line Note
Exhibit D - Form of Assignment and Acceptance Agreement
Exhibit E - Form of Notice of Borrowing
Exhibit F - Form of Notice of Swing Line Loan
Exhibit G - Form of Closing Certificate
Exhibit H - Form of Opinion of Corporate Counsel
Exhibit I - Form of Compliance Certificate
Exhibit J - Form of Subsidiary Guaranty
Exhibit K - Form of Continuation/Conversion Notice

SCHEDULES
Schedule 5.1.
Schedule 5.5.
Schedule 5.8.(a)
Schedule 5.8.(b)
Schedule 5.8.(c)
Schedule 5.11.
Schedule 5.13.
Schedule 5.15.
Schedule 5.16.
Schedule 5.17.
Schedule 5.18.
Schedule 5.20.
Schedule 5.21.

CREDIT AGREEMENT

THIS CREDIT AGREEMENT is made and entered into as of this 16th day of February, 1999 by and between CBRL GROUP, INC., a Tennessee corporation (the "Borrower"), SUNTRUST BANK, NASHVILLE, N.A. ("SunTrust"), and such other banks and lending institutions are referred to collectively as the "Lenders"), and SUNTRUST BANK, NASHVILLE, N.A., in its capacity as agent for Lenders and each successive agent for such Lenders as may be appointed from time to time pursuant to Article 9. herein (the "Administrative Agent"). Wachovia Bank, N.A. shall serve as Syndication Agent.
RECITALS:

1. The Borrower desires that the Lenders extend the Borrower credit pursuant to the terms of this Credit Agreement.

2. The Lenders are willing to extend the Borrower credit pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1. DEFINITIONS; CONSTRUCTION
Section 1.1 Definitions.
In addition to the other terms defined herein, the following terms used herein shall have the meanings herein specified (to be equally applicable to both the singular and plural forms of the terms defined):

"Acquisition" means the acquisition by any Consolidated Company of any of the following: (a) the controlling interest in any Person, (b) a Consolidated Company, or (c) substantially all of the Property of any Person.

"Adjusted LIBO Rate" shall mean with respect to each Interest Period for a Eurodollar Advance, the rate obtained by dividing (A) LIBO for such Interest Period by (B) a percentage equal to 1 minus the then stated maximum rate (stated as a decimal) of all reserves requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency liabilities as defined in Regulation D (or against any successor category of liabilities as defined in Regulation D).

"Administrative Agent" shall mean SunTrust, and any successor Administrative Agent appointed pursuant to Section 9.9. hereof.

"Advance" shall mean any principal amount advanced and remaining outstanding at any time under (i) the Revolving Loans, which Advances shall be made or outstanding as Base Rate Advances or Eurodollar Advances, as the case may be, (ii) the Swing Line Loan, which Advances shall be made or outstanding as Base Rate Advances, or (iii) the Term Loan, which Advance shall be made and outstanding as Eurodollar Advances.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with, such Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by", and "under common control with") as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person.

"Agreement" shall mean this Credit Agreement, as hereafter amended, restated, supplemented or otherwise modified from time to time.

"Applicable Commitment Percentage" shall mean, for each Lender, a fraction, the numerator of which shall be the amount of such Lender's Commitment and the denominator of which shall be the aggregate amount of the Commitments of all the Lenders, which Applicable Commitment Percentage for each Lender as of the Closing Date is as set forth on the signature pages hereof under the caption "Applicable Commitment Percentage".

"Applicable Margin" shall mean the number of basis points per

annum determined in accordance with the table set forth below based upon Borrower's Ratio of Total Funded Debt to Consolidated EBITDA:

RATIO OF TOTAL FUNDED DEBT TO CONSOLIDATED EBITDA

TIER ONE	TIER TWO	TIER THREE	TIER FOUR	TIER FIVE
less than or equal to 0.625	greater than 0.625 but less than or equal to 1.00	greater than 1.00 but less than or equal to 1.50	greater than 1.50 but less than or equal to 1.75	greater than 1.75
62.5 Basis points per annum	75.0 basis points per annum	100 basis points per annum	125 basis points per annum	150 basis points per annum

provided, however, that:

(a) The Applicable Margin in effect as of the date of execution and delivery of this Agreement shall be the number of basis points under the heading "Tier Three" as described in the table above and shall remain in effect until such time as the Applicable Margin may be adjusted as hereinafter provided; and
(b) So long as no Default or Event of Default has occurred and is continuing under this Agreement, adjustments, if any, to the Applicable Margin based on changes in the ratio set forth above shall be made and become effective on the Effective Date set forth in Section 3.6. herein.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an Eligible Assignee in accordance with the terms of this Agreement and substantially in the form of Exhibit D.

"Available Revolving Credit Commitment" shall mean at any time that amount equal to (A) Total Commitments less (B) the sum of (i) all outstanding Revolving Loans, and (ii) all outstanding Swing Line Loan.

"Bankruptcy Code" shall mean the Bankruptcy Code of 1978, as amended and in effect from time to time (11 U.S.C. Section 101 et seq.) and any successor statute.

"Base Rate Advance" shall mean an Advance made or outstanding as a Revolving Loan or Swing Line Loan, bearing interest based on the Base Rate.

"Base Rate" shall mean (with any change in the Base Rate to be effective as of the date of change of either of the following rates) the higher of (i) the rate which the Administrative Agent publicly announces from time to time as its "base" or "prime" lending rate, as the case may be, for Dollar loans in the United States, as in effect from time to time, or (ii) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (0.50%) per annum. The Administrative Agent's "base" or "prime" lending rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to customers; the Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Administrative Agent's "base" or "prime" lending rate. The Base Rate is determined daily.

"Borrower" shall mean CBRL Group, Inc., a Tennessee corporation, its successors and permitted assigns.

"Borrowing" shall mean the incurrence by Borrower under any Facility of Advances of one Type concurrently having the same Interest Period or the continuation or conversion of an existing Borrowing or Borrowings in whole or in part.

"Business Day" shall mean any day excluding Saturday, Sunday and any other day on which banks are required or authorized to close in Nashville, Tennessee and, if the applicable Business Day relates to Eurodollar Advances, excluding any day on which commercial banks are closed or required to be closed for domestic and international business, including dealings in Dollar deposits on the London Interbank Market.

"Capital Lease" shall mean, as applied to any Person, any lease of any Property by such Person as lessee which would, in accordance with GAAP, be required to be classified and accounted for as a capital lease on a balance sheet of such Person.

"Capital Lease Obligation" shall mean, with respect to any Capital Lease, the amount of the obligation of the lessee thereunder which would, in accordance with GAAP, appear on a balance sheet of such lessee in respect of such Capital Lease.

"Closing Date" shall mean February 5, 1999, or such later date on which the initial Loans are made and the conditions set forth in Section 4.1. and 4.2. are satisfied or waived.

"Commitment" shall mean, for any Lender at any time the sum of its Revolving Credit Commitment and its Term Loan Commitment, or in the case of the Swing Line Lender, the Swing Line Commitment, as the context may indicate. For each Lender (and any Lender as an assignee), the Revolving Credit Commitment and the Term Loan Commitment shall remain the same percentage.

"Commitment Fee" shall have the meaning ascribed to it in Section 3.5(a).

"Commitment Fee Percentage" shall mean the number of basis points per annum determined in accordance with the table set forth below based upon Borrower's Ratio of Total Funded Debt to Consolidated EBITDA:

RATIO OF TOTAL FUNDED DEBT TO CONSOLIDATED EBITDA

TIER ONE less than or equal to 0.625	TIER TWO greater than 0.625 but less than or equal to 1.00	TIER THREE greater than 1.00 but less than or equal to 1.50	TIER FOUR greater than 1.50 but less than or equal to 1.75	TIER FIVE greater than 1.75
12.5 Basis points per annum	15 basis points per annum	20 basis points per annum	25 basis points per annum	37.5 basis points per annum

provided, however, that:

(a) The Commitment Fee Percentage in effect as of the date of execution and delivery of this Agreement shall be the number of basis points under the heading "Tier Three" as described in the table above and shall remain in effect until such time as the Commitment Fee Percentage may be adjusted as hereinafter provided; and

(b) So long as no Default or Event of Default has occurred and is continuing under this Agreement, adjustments, if any, to the Commitment Fee Percentage based on changes in the ratio set forth above shall be made and become effective on the Effective Date set forth in Section 3.6. herein.

"Consolidated Companies" shall mean, collectively, the Borrower, its Subsidiaries, and any Person the financial statements of which are consolidated with the Borrower or any Subsidiary. In the determination of all ratios, financial covenants, and other matters herein concerning accounting or financial terms, Logan's Roadhouse, Inc. shall be treated as a Consolidated Company on a pro forma basis, by including its prior four fiscal quarters, and the Acquisition of any other Consolidated Company shall also be determined on the same basis.

"Consolidated EBITDA" shall mean, as measured on a consolidated basis over a rolling four fiscal quarter period, the sum of (i) Consolidated Net Income (Loss), plus (ii) consolidated income taxes, plus (iii) Consolidated Interest Expense plus (iv) consolidated depreciation and amortization expense.

"Consolidated EBIT" shall mean, as measured on a consolidated basis over a rolling four fiscal quarter period, the sum of (i) Consolidated Net Income (Loss), plus (ii) consolidated income taxes, plus (iii) Consolidated Interest Expense.

"Consolidated Interest Expense" shall mean, for any fiscal period of Borrower, total interest expense (including without limitation, interest expense attributable to Capital Leases in accordance with GAAP and any program costs incurred by Borrower in connection with sales of accounts receivable pursuant to a securitization program)

of the Consolidated Companies on a consolidated basis.

"Consolidated Net Income (Loss)" shall mean for any fiscal period of Borrower, the net income (or loss) of the Consolidated Companies on a consolidated basis for such period (taken as a single accounting period) determined in conformity with GAAP; provided that there shall be excluded therefrom (i) any items of gain or loss which were included in determining such consolidated net income and were not incurred in the ordinary course of business; and (ii) the income (or loss) of any Person accrued prior to the date such Person becomes a Consolidated Company or is merged into or consolidated with a Consolidated Company, or such Person's assets are acquired by a Consolidated Company.

"Contractual Obligation" of any Person shall mean any provision of any security issued by such Person or of any agreement, instrument or undertaking under which such Person is obligated or by which it or any of the Property owned by it is bound.

"Credit Documents" shall mean, collectively, this Agreement, the Notes, the Fee Letter, the Subsidiary Guaranties, and all other instruments, documents, certificates, agreements and writings executed in connection herewith.

"Default" shall mean any event or condition the occurrence of which constitutes or would, with the lapse of time or the giving of notice, or both, constitute an Event of Default.

"Dollar" and "U.S. Dollar" and the sign "$" shall mean lawful money of the United States of America.

"Eligible Assignee" shall mean (i) a commercial bank or financial institution organized under the laws of the United States, or any state thereof, having total assets in excess of $1,000,000,000 or any commercial finance or asset based lending Affiliate of any commercial bank and (ii) any Lender or any Affiliate of any Lender.

"Environmental Laws" shall mean all federal, state, local and foreign statutes and codes or regulations, rules or ordinances issued, promulgated, or approved thereunder, now or hereafter in effect (including, without limitation, those with respect to asbestos or asbestos containing material or exposure to asbestos or asbestos containing material), relating to pollution or protection of the environment and relating to public health and safety, relating to (i) emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial toxic or hazardous constituents, substances or wastes, including without limitation, any Hazardous Substance, petroleum including crude oil or any fraction thereof, any petroleum product or other waste, chemicals or substances regulated by any Environmental Law into the environment (including, without limitation, ambient surface water, ground water, land surface or subsurface strata), or (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of any Hazardous Substance, petroleum including crude oil or any fraction thereof, any petroleum product or other waste, chemicals or substances regulated by any Environmental Law, and (iii) underground storage tanks and related piping, and emissions, discharges and releases or threatened releases therefrom. Such Environmental Laws to include, without limitation (i) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (ii) the Clean Water Act (33 U.S.C. Section 1251 et seq.), (iii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), (iv) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), (v) the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601 et seq.), and (vi) all applicable national and local laws or regulations with respect to environmental control.

"ERISA Affiliate" shall mean, with respect to any Person, each trade or business (whether or not incorporated) which is a member of a group of which that Person is a member and which is under common control within the meaning of the regulations promulgated under Section 414 of the Tax Code.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time.

"Eurodollar Advance" shall mean an Advance made or outstanding as a Revolving Loan, or as a Term Loan bearing interest based on the Adjusted LIBO Rate.

"Event of Default" shall have the meaning provided in Article 8.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time, or any successor statute thereto.

"Excluded Subsidiary" or "Excluded Subsidiaries" shall mean collectively Cracker Barrel Old Country Store TV, Inc., CBOCS Aviation, Inc. and any future Subsidiary which is not required to execute a Subsidiary Guarantee under Section 6.10.

"Executive Officer" shall mean with respect to any Person, the Chief Executive Officer, President, Vice Presidents (if elected by the Board of Directors of such Person), Chief Financial Officer, Treasurer, Assistant Treasurer, Secretary and any Person holding comparable offices or duties (if elected by the Board of Directors of such Person).

"Facility" or "Facilities" shall mean the Revolving Credit Commitments, the Swing Line Commitment, the Letter of Credit Commitments, or the Term Loan Commitments, as the context may indicate.

"Facing Fee" means a per annum fee equal to the product of .0125, multiplied by the face amount of any Letter of Credit.

"Federal Funds Rate" shall mean with respect to any Base Rate Advance, a fluctuating interest rate per annum equal for each day during which such Advance is outstanding to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as set forth for each day on Page 4833 of the Telerate at 9:00 a.m. (Nashville, Tennessee time) or if such reporting service is unavailable, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of Atlanta, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent.

"Fee Letter" means that certain letter agreement dated December 11, 1998 between the Borrower and the Administrative Agent relating to certain fees from time to time payable by the Borrower to the Administrative Agent, together with all amendments and supplements thereto.

"Financial Officer" means with respect to the Borrower, any of the Chief Financial Officer, Vice President of Finance, Treasurer and Assistant Treasurer.

"Financial Report" means at a specified date, the most recent financial statements of the Consolidated Companies delivered pursuant to Section 6.7. of this Agreement.

"Fiscal Year" means the twelve (12) month accounting period ending on or about July 31 of each year and presently used by Borrower as its fiscal year for accounting purposes.

"GAAP" shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

"Guaranty" shall mean any contractual obligation, contingent or otherwise, of a Person with respect to any Indebtedness or other obligation or liability of another Person, including without limitation, any such Indebtedness, obligation or liability directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable, including contractual obligations (contingent or otherwise) arising through any agreement to purchase, repurchase, or otherwise acquire such Indebtedness, obligation or liability or any security therefor, or any agreement to provide funds for the payment or discharge thereof (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, or

other financial condition, or to make any payment other than for value received. The amount of any Guaranty shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which guaranty is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"Hazardous Substances" shall have the meaning assigned to that term in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Acts of 1986.

"Income Taxes" shall have the meaning given such term by GAAP.

"Indebtedness" of any Person shall mean, without duplication, (i) all obligations of such Person which in accordance with GAAP would be shown on the balance sheet of such Person as a liability (including, without limitation, obligations for borrowed money and for the deferred purchase price of Property or services, and obligations evidenced by bonds, debentures, notes or other similar instruments, (ii) all Capital Lease Obligations; (iii) all Guaranties of such Person (including the stated amount of undrawn letters of credit); (iv) Indebtedness of others secured by any Lien upon Property owned by such Person, whether or not assumed; and (v) obligations or other liabilities under currency contracts, Interest Rate Contracts or similar agreements or combinations thereof. Notwithstanding the foregoing, in determining the Indebtedness of any Person, (x) there shall be included all obligations of such Person of the character referred to in clauses (i) through (v) above deemed to be extinguished under GAAP but for which such Person remains legally liable and (y) any deferred obligations of such Person to make payments on any agreement not to compete which was entered into by such Person in connection with the acquisition of any business shall be reduced by the effective federal and state corporate tax rate applicable to such Person in order to recognize the deductibility of such payments and the resulting reduction of the cash actually expended by the Person to satisfy such obligation.

"Indebtedness for Borrowed Money" shall mean, with respect to any Person and without duplication:

(a) Indebtedness for money borrowed, including all revolving and term Indebtedness and all other lines of credit; and

(b) Indebtedness which:

(i) is represented by a note payable or drafts accepted, that represent extensions of credit;

(ii) constitutes obligations evidenced by bonds, debentures, notes or similar instruments;

(iii) constitutes Purchase Money Indebtedness, conditional sales contracts, asset securitization vehicles, title retention debt instruments or other similar instruments upon which interest charges are customarily paid or that are issued or assumed as full or partial payment for property;

(c) Indebtedness that constitutes a Capital Lease Obligation;
(d) all indemnity agreements and reimbursement obligations under any acceptances or any letters of credit issued in support of Indebtedness of the character described in clauses (a) through (c) above; and

(e) all Indebtedness of others of the character described in clauses (a) through (d) above, but only to the extent that such Indebtedness is subject to a Guaranty of such Person.

"Interest Coverage Ratio" shall mean, at any date of calculation, the ratio of Consolidated EBIT to Consolidated Interest Expense.

"Interest Period" shall mean as to any Eurodollar Advances, the interest period selected by the Borrower pursuant to Section 3.4.(a) hereof.

"Interest Rate Contract" shall mean all interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, interest rate insurance and other agreements and arrangements designed to provide protection against fluctuations in

interest rates, in each case as the same may be from time to time amended, restated, renewed, supplemented or otherwise modified.

"Lender" or "Lenders" shall mean SunTrust, the other banks and lending institutions listed on the signature pages hereof, including, without limitation, the Swing Line Lender, each assignee thereof, if any, pursuant to Section 10.6.(c), together with their corporate successors.

"Lending Office" shall mean for each Lender, the office such Lender may designate in writing from time to time to Borrower and the Administrative Agent with respect to each Type of Loan.

"Letter of Credit Commitment" shall mean relative to any Lender, such Lender's commitment under a Letter of Credit pursuant to Section 2.13.

"Letter of Credit Fee" means an amount equal to the product of: (a) the applicable Letter of Credit Fee Percentage per annum in effect on the first day of each period of calculation multiplied by (b) the face amount of the Letter of Credit, but in any event no less than Five Hundred Dollars ($500).

"Letters of Credit" has the same meaning as set forth in Section 2.13.

"Letter of Credit Application Agreement" means that certain Application and Agreement for Issuance of a Letter of Credit in the form of Schedule 2.13 hereto or any other similar form required by the Administrative Agent appropriately completed by the Borrower pursuant to Section 2.13.

"Letter of Credit Fee Percentage" shall mean the number of basis points per annum determined in accordance with the table set forth below based upon Borrower's Ratio of Total Funded Debt to Consolidated EBITDA:

RATIO OF TOTAL FUNDED DEBT TO CONSOLIDATED EBITDA

TIER ONE	TIER TWO	TIER THREE	TIER FOUR	TIER FIVE
less than or equal to 0.625	greater than 0.625 but less than or equal to 1.00	greater than 1.00 but less than or equal to 1.50	greater than 1.50 but less than or equal to 1.75	greater than 1.75
62.5 Basis points per annum	75.0 basis points per annum	100 basis points per annum	125 basis points per annum	150 basis points per annum

(a) The Letter of Credit Fee Percentage in effect as of the date of execution and delivery of this Agreement shall be the number of basis points under the heading "Tier Three" as described in the table above and shall remain in effect until such time as the Letter of Credit Fee Percentage may be adjusted as hereinafter provided; and

(b) So long as no Default or Event of Default has occurred and is continuing under this Agreement, adjustments, if any, to the Letter of Credit Fee Percentage based on changes in the ratios set forth above shall be made and become effective on the Effective Date set forth in Section 3.6. herein.

"Leverage Ratio" shall mean the ratio of Total Funded Debt to Total Capitalization.

"LIBO" shall mean, for any Interest Period, with respect to Eurodollar Advances, the offered rate for deposits in U.S. Dollars, for a period comparable to the Interest Period appearing on the Telerate Screen Page 3750 as of 11:00 a.m. (London, England time) on the day that is two (2) Business Days prior to the first day of the Interest Period. If the foregoing is unavailable for any reason, then such rate shall be determined by and based on any other interest rate reporting service of recognized standing designated in writing by the Administrative Agent to Borrower and the other Lenders in any such case rounded, if necessary, to the next higher 1/100 of 1.0%, if the rate is not such a multiple.
"Lien" means any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor's interest under a Capital Lease or analogous instrument, in, of or on any Property.

"Loans" shall mean, collectively, the Revolving Loans, the Swing Line Loan, the Letters of Credit, and the Term Loans.

"Margin Regulations" shall mean Regulation G, Regulation T, Regulation U and Regulation X of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time.

"Materially Adverse Effect" shall mean any material adverse change in (i) the business, operations, financial condition or assets of the Consolidated Companies, taken as a whole, (ii) the ability of Borrower to perform its obligations under this Agreement, or (iii) the ability of the Consolidated Companies (taken as a whole) to perform their respective obligations, if any, under the Credit Documents.

"Maturity Date" shall mean the earlier of (i) December 31, 2003 with respect to the Revolving Loans and the Swing Line Loan and December 1, 2001 with respect to the Term Loans, or (ii) the date on which all amounts outstanding under this Agreement have been declared or have automatically become due and payable pursuant to the provisions of Article 8.; provided, however, that the date listed in subsection (i) above for the Revolving Loans may be extended as provided in Section 2.12.

"Moody's" shall mean Moody's Investors Services, Inc. and each of its successors.

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a)(3) of ERISA.

"Notes" shall mean, collectively, the Revolving Credit Notes, the Swing Line Note, and the Term Loan Notes.

"Notice of Borrowing" shall have the meaning provided in Section 3.1.(a).

"Notice of Conversion/Continuation" shall have the meaning provided in Section 3.1.(b).

"Obligations" shall mean all amounts owing to the Administrative Agent or any Lender pursuant to the terms of this Agreement or any other Credit Document, including, without limitation, all Loans (including all principal and interest payments due thereunder), fees, expenses, indemnification and reimbursement payments, indebtedness, liabilities, and obligations of the Consolidated Companies, direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising, together with all renewals, extensions, modifications or refinancings thereof.

"Operating Lease" shall mean, as applied to any Person, any lease of any Property by such Person as lessee which would, in accordance with GAAP, be required to be classified and accounted for as a operating lease on a balance sheet of such Person.

"Operating Lease Obligation" shall mean, with respect to any Operating Lease, the amount of the obligation of the lessee thereunder which would, in accordance with GAAP, appear on a balance sheet of such lessee in respect of such Operating Lease.

"Payment Office" shall mean with respect to payments of principal, interest, fees or other amounts relating to the Loans and all other Obligations, the office specified as the "Payment Office" for the Administrative Agent, and in the case of the Swing Line Loan, the Swing Line Lender, on the signature page of the Administrative Agent and the Swing Line Lender, or to such other place as the Administrative Agent or Swing Line Lender directs by written notice delivered to Borrower.

"PBGC" shall mean the Pension Benefit Guaranty Corporation, or any successor thereto.

"Person" shall mean any individual, partnership, firm, corporation, association, joint venture, trust, limited liability company, limited liability partnership, or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

"Plan" shall mean any "employee benefit plan" (as defined in Section 3(3) of ERISA), including, but not limited to, any defined

benefit pension plan, profit sharing plan, money purchase pension plan, savings or thrift plan, stock bonus plan, employee stock ownership plan, Multiemployer Plan, or any plan, fund, program, arrangement or practice providing for medical (including post-retirement medical), hospitalization, accident, sickness, disability, or life insurance benefits.

"Prior Revolving Credit Debt" means the revolving credit facility provided to Cracker Barrel Old Country Store, Inc., dated February 18, 1997 by and among Cracker Barrel Old County Store, Inc., SunTrust as agent thereunder and the Lenders as so defined and described therein.

"Prior Term Debt" means a term loan facility provided to Cracker Barrel Old Country Store, Inc. pursuant to that certain Credit Facility dated February 18, 1997 by and among Cracker Barrel Old Country Store, Inc., SunTrust as agent thereunder and the Lenders as so defined and described therein.

"Property" or "Properties" means any interest in any kind of property or asset, whether real or personal, or mixed, or tangible or intangible.

"Purchase Money Indebtedness" shall mean Indebtedness incurred or assumed for the purpose of financing all or any part of the acquisition cost of any Property (excluding trade payables incurred in the ordinary course of business) and any refinancing thereof, in each case entered into in compliance with this Agreement.

"Rating Agency" shall mean either Moody's or Standard & Poor's.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time.

"Required Lenders" shall mean at any time, the Lenders holding at least 66 2/3% of the amount of the Total Commitments, whether or not advanced or, following the termination of all of the Commitments, the Lenders holding at least 66 2/3% of the aggregate outstanding Advances at such time.

"Requirement of Law" for any Person shall mean any law, treaty, rule or regulation, or determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Revolving Credit Commitment" shall mean, at any time for any Lender, the amount of such commitment set forth opposite such Lender's name on the signature pages hereof, as the same may be increased or decreased from time to time as a result of any reduction thereof pursuant to Section 2.3., any assignment thereof pursuant to Section 10.6., or any amendment thereof pursuant to Section 10.2. The Revolving Credit Commitments shall be automatically increased by the Term Loan Commitments on the Maturity Date of the Term Loan in accordance with Section 2.3.

"Revolving Credit Notes" shall mean, collectively, the promissory notes evidencing the Revolving Loans in the form attached hereto as Exhibit A, either as originally executed or as hereafter amended, modified or supplemented.

"Revolving Loans" shall mean, collectively, the revolving loans made to the Borrower by the Lenders pursuant to Section 2.1.

"Shareholder's Equity" shall mean, with respect to any Person as at any date of determination, shareholder's equity determined on a consolidated basis in conformity with GAAP.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc. and its successors.

"Subsidiary" shall mean, with respect to any Person, any corporation or other entity (including, without limitation, limited liability companies, partnerships, joint ventures, limited liability companies, and associations) regardless of its jurisdiction of organization or formation, at least a majority of the total combined voting power of all classes of Voting Stock or other ownership interests of which shall, at the time as of which any determination is being made, be owned by such Person, either

directly or indirectly through one or more other Subsidiaries.

"Subsidiary Guarantee" shall mean a Subsidiary Guarantee substantially in the form of Exhibit J executed and delivered by each Subsidiary in accordance with Section 6.10, in favor of the Administrative Agent, for the ratable benefit of the Lenders, together with all amendments and supplements thereto.

"Subsidiary Guaranties" shall mean more than one Subsidiary Guarantee.

"Subsidiary Guarantor" shall mean a Subsidiary which will execute a Subsidiary Guarantee pursuant to Section 6.10.

"SunTrust" means SunTrust Bank, Nashville, N.A., its successors and assigns.

"Swing Line Commitment" shall mean, at any time for the Swing Line Lender, an amount equal to the Swing Line Commitment set forth on the signature page of the Swing Line Lender, as the same may be increased or decreased from time to time as a result of any assignment thereof pursuant to Section 10.6., or any amendment thereof pursuant to Section 10.2. The Swing Line Commitment shall be part of, subsumed within, and not in addition to the Revolving Credit Commitment of the Swing Line Lender.

"Swing Line Facility" shall mean, at any time, the Swing Line Commitment, which amount shall not exceed $10,000,000.

"Swing Line Lender" shall mean SunTrust and any successor or assignee thereof

"Swing Line Loan" shall mean the loan made by the Swing Line Lender to the Borrower pursuant to the Swing Line Facility.

"Swing Line Note" shall mean a promissory note of the Borrower payable to the order of the Swing Line Lender, in substantially the form of Exhibit C hereto, evidencing the maximum aggregate principal indebtedness of the Borrower to such Swing Line Lender with respect to the Swing Line Commitment, either as originally executed or as it may be from time to time supplemented, modified, amended, renewed or extended.

"Tax Code" shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Taxes" shall mean any present or future taxes, levies, imposts, duties, fees, assessments, deductions, withholdings or other charges of whatever nature, including without limitation, income, receipts, excise, property, sales, transfer, license, payroll, withholding, social security and franchise taxes now or hereafter imposed or levied by the United States, or any state, local or foreign government or by any department, agency or other political subdivision or taxing authority thereof or therein and all interest, penalties, additions to tax and similar liabilities with respect thereto.

"Telerate Screen Page 3750" means the "British Bankers Association Interest Rates" shown on page 3750 of the Telerate System Incorporated Service.

"Term Loans" shall mean collectively, the term loans made to the Borrower by the Lenders pursuant to Section 2.4.

"Term Loan Commitment" shall mean, at any time for any Lender, the amount of such commitment set forth opposite such Lender's name on the signature pages hereof, as the same may be decreased pursuant to Section 2.3., any assignment thereof pursuant to Section 10.6, or any amendments thereof pursuant to Section 10.2.

"Term Loan Notes" shall mean collectively, the promissory notes evidencing the Term Loans in the form attached as Exhibit B, either as originally executed or as hereafter amended, modified or supplemented.

"Total Capitalization" shall mean for the Consolidated Companies on a consolidated basis, the sum of their: (i) Shareholder's Equity, plus (ii) Total Funded Debt.

"Total Commitments" shall mean the sum of the Revolving Credit Commitments and Term Loan Commitments of all Lenders.

"Total Funded Debt" shall mean, with respect to the Consolidated Companies without duplication on a consolidated basis, (i) Indebtedness for Borrowed Money, (ii) Capital Lease Obligations, (iii) the present value of all minimum lease commitments to make payments with respect to Operating Leases determined in accordance with standard S & P methodology, and (iv) all obligations under any direct or indirect Guaranty of any Consolidated Company. Additionally, the calculation of Funded Debt shall include the redemption amount with respect to any redeemable preferred stock of any Consolidated Company required to be redeemed within the next twelve (12) months.

"Total Funded Debt to Consolidated EBITDA" shall mean that ratio determined in accordance with Section 7.1.(ii) herein.

"Type" of Borrowing shall mean a Borrowing consisting of Base Rate Advances or Eurodollar Advances.

"Voting Stock" shall mean stock of a corporation of a class or classes having general voting power under ordinary circumstances to elect a majority of the board of directors, managers or trustees of such corporation (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by the reason of the happening of any contingency).

Section 1.2. Accounting Terms and Determination.
Unless otherwise defined or specified herein, all accounting terms shall be construed herein, all accounting determinations hereunder shall be made, all financial statements required to be delivered hereunder shall be prepared, and all financial records shall be maintained, in accordance with GAAP. In the event of a change in GAAP that is applicable to the Consolidated Companies, compliance with the financial covenants contained herein shall continue to be determined in accordance with GAAP as in effect prior to such change; provided, however, that the Borrower and the Required Lenders will thereafter negotiate in good faith to revise such covenants to the extent necessary to conform such covenants to GAAP as then in effect.

Section 1.3. Other Definitional Terms.
The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article, Section, Schedule, Exhibit and like references are to this Agreement unless otherwise specified.

Section 1.4. Exhibits and Schedules.
Exhibits and Schedules attached hereto are by reference made a part hereof.

ARTICLE 2. REVOLVING LOANS; LETTERS OF CREDIT; SWING LINE LOAN; AND TERM LOANS

Section 2.1. Commitment; Use of Proceeds.
(a) Subject to and upon the terms and conditions herein set forth, each Lender severally agrees to make to Borrower from time to time on and after the Closing Date, but prior to the Maturity Date, Revolving Loans; provided that, immediately after each such Revolving Loan is made, (i) the aggregate principal amount of all Advances comprising Revolving Loans made by such Lender shall not exceed such Lender's Revolving Credit Commitment, and (ii) the aggregate principal amount of all outstanding Revolving Loans, plus the face amount of all Letters of Credit, plus the Term Loans, plus the aggregate principal amount of the outstanding Swing Line Loan shall not exceed the Total Commitments. Absent a Default or Event of Default, Borrower shall be entitled to repay and reborrow Revolving Loans and the Swing Line Loan in accordance with the provisions hereof.

(b) Each Revolving Loan shall, at the option of Borrower, be made or continued as, or converted into, part of one or more Borrowings that shall consist entirely of Base Rate Advances or Eurodollar Advances. The aggregate principal amount of each Borrowing of Revolving Loans comprised of Eurodollar Advances shall be not less than $5,000,000 or a greater integral multiple of $1,000,000, and the aggregate principal amount of each Borrowing of Revolving Loans comprised of Base Rate Advances shall be not less than $1,000,000 or a greater integral multiple of $100,000.

(c) The proceeds of Revolving Loans shall be used solely for acquisitions (including the acquisition of shares of Logan's Roadhouse, Inc.), capital expenditures, working capital, stock redemptions, to pay and retire the outstanding principal amount of the Prior Revolving Credit Loan and for other general corporate purposes.

Section 2.2. Revolving Credit Notes; Repayment of Principal.
(a) The Borrower's obligations to pay the principal of, and interest on, the Revolving Loans to each Lender shall be evidenced by the records of the Administrative Agent and such Lender and by the Revolving Credit Note payable to such Lender (or the assignor of such Lender) completed in conformity with this Agreement.

(b) All Borrowings outstanding under the Revolving Credit Commitments shall be due and payable in full on the Maturity Date.

Section 2.3. Voluntary Reduction of Revolving Credit Commitments, Term Loan Commitments and Swing Line Commitment; Mandatory Prepayment; Increase in Revolving Credit Commitments.
(a) Upon at least three (3) Business Days prior telephonic notice (promptly confirmed in writing) to the Administrative Agent, Borrower shall have the right, without premium or penalty, to terminate the Revolving Credit Commitments and/or Term Loan Commitments, in part or in whole, provided that any partial termination of the Revolving Credit Commitments and/or the Term Loan Commitments pursuant to this Section 2.3. shall be in an amount of at least $5,000,000 and in integral multiples of $1,000,000.
(b) Any reduction of Revolving Credit Commitments and/or Term Loan Commitments pursuant to subsection (a) or (c) of this Section 2.3. shall apply to each Lender proportionately, and shall automatically and permanently reduce the Revolving Credit Commitments and/or Term Loan Commitments of each of the Lenders based upon each Lender's Applicable Commitment Percentage. Any amounts so reduced may not be reinstated.

(c) Fifty percent (50%) of net proceeds received by Borrower from its public debt offerings (pursuant to the Federal Securities Act of 1933 registration on Form S-3 and underwritten by Merrill Lynch & Co., or other investment brokers, in the total amount of $250,000,000) shall reduce the Revolving Credit Commitment.

(d) Upon the payment of the entire indebtedness of the Term Loans on its Maturity Date, the Revolving Credit Commitments of each Lender shall be increased by that Lender's Term Loan Commitment immediately prior to such payment on the Maturity Date.

(e) If at any time the aggregate outstanding Swing Line Loan, the Term Loans, and Revolving Loans (which include the face amount of any Letters of Credit) exceed the Total Commitments, the Borrower shall immediately cause an amount equal to such excess to be applied as follows in the order of priority indicated:

First, to the prepayment of Swing Line Loan (excluding any Letters of Credit);

Second, to the prepayment of outstanding Revolving Loans; and

Third, to the prepayment of the outstanding Term Loans;

with such prepayment to be applied to such Loans as designated by the Borrower and, in the event the Borrower fails to designate a Loan, to such Loans with the earliest maturity dates, based upon the remaining terms of their respective Interest Periods, and with respect to Loans with the same Interest Period, pro rata to the Lenders extending such Loans.

Any prepayment of the Swing Line Loan, Revolving Loans and Term Loans pursuant to this Section 2.3., shall be made, insofar as is possible, in such a way as to avoid any funding losses pursuant to Section 3.13.

Section 2.4. Term Loan.
(a) Subject to and upon the terms and conditions herein set forth, each Lender severally agrees to make to Borrower on the Closing Date, Term Loans, not to exceed such Lender's Term Loan Commitment.

(b) The Term Loans shall be made as one initial Borrowing as a Eurodollar Advance with an Interest Period ending prior to

March 1, 1999, however such initial Eurodollar Advance shall be treated as having a three month Interest Period for purposes of establishing the interest rate thereon. Thereafter the Term Loans shall be continued as one Borrowing that shall consist entirely of a Eurodollar Advance. Such Eurodollar Advance shall be automatically continued for successive Interest Periods of three (3) months until the Maturity Date.

(c) The proceeds of Term Loans shall be used solely to pay the outstanding principal amount of the Prior Term Debt.

Section 2.5. Term Notes; Repayment of Principal.

(a) The Borrower's obligation to pay the principal of, and interest on, the Term Loans to each Lender shall be evidenced by the records of the Administrative Agent and such Lender and by the Term Note payable to such Lender (or the assignor of such Lender) completed in conformity with this Agreement.

(b) The outstanding principal amount and all accrued interest on the Term Loans shall be due and payable on the Maturity Date.

Section 2.6. Limitation on the Amount of Loans.
The aggregate outstanding principal amount of all Revolving Loans, the Swing Line Loan, the face amount of all outstanding Letters of Credit and the Term Loans at any time shall not exceed the Total Commitments at such time.

Section 2.7. Pro Rata Payments.
Except as otherwise provided herein, (a) each payment on account of the principal of and interest on the Revolving Loans and the Term Loans and fees (other than the fees payable under the Fee Letter, which shall be retained by the Administrative Agent) described in this Agreement shall be made to the Administrative Agent for the account of the Lenders pro rata based on their Applicable Commitment Percentages, (b) all payments to be made by the Borrower for the account of each of the Lenders on account of principal, interest and fees, shall be made in immediately available funds, free and clear of any defenses, setoffs, counter-claims, or withholdings or deductions for taxes, and (c) the Administrative Agent will promptly distribute payments received by it to the Lenders. If, for any reason, the Administrative Agent makes any distribution to any Lender prior to receiving the corresponding payment from the Borrower, and the Borrower's payment is not received by the Administrative Agent within three (3) Business Days after payment by the Administrative Agent to the Lender, the Lender shall, upon written request from the Administrative Agent, return the payment to the Administrative Agent with interest at the interest rate per annum for overnight borrowing by the Administrative Agent from the Federal Reserve Bank for the period commencing on the date the Lender received such payment and ending on, but excluding, the date of its repayment to the Administrative Agent. If the Administrative Agent advises any Lender of any miscalculation of the amount of such Lender's share that has resulted in an excess payment to such Lender, promptly upon request by the Administrative Agent such Lender shall return the excess amount to the Administrative Agent with interest calculated as set forth above. Similarly, if a Lender advises the Administrative Agent of any miscalculation that has resulted in an insufficient payment to such Lender, promptly upon written request by such Lender the Administrative Agent shall pay the additional amount to such Lender with interest calculated as set forth above. In the event the Administrative Agent is required to return any amount of principal, interest or fees or other sums received by the Administrative Agent after the Administrative Agent has paid over to any Lender its share of such amount, such Lender shall, promptly upon demand by the Administrative Agent, return to the Administrative Agent such share, together with applicable interest on such share.

Section 2.8. Swing Line Facility; Use of Proceeds.
(a) Availability. Subject to and upon the terms and conditions herein set forth, the Swing Line Lender, from on and after the Closing Date, but prior to the Maturity Date, hereby agrees to make available to the Borrower from time to time, a Swing Line Loan which shall not exceed in aggregate principal amount at any time outstanding the Swing Line Commitment.

(b) Amount and Terms of Swing Line Loan. The Swing Line Loan shall be made as Base Rate Advances. The aggregate principal amount of each Swing Line Advance shall be not less than $100,000 or greater

integral multiples of $100,000.

(c) Use of Proceeds. The proceeds of the Swing Line Loan shall be used by the Borrower for acquisitions, capital expenditures and as working capital and for other general corporate purposes.

Section 2.9. Swing Line Note; Repayment of Principal.

(a) The Borrower's obligations to pay the principal of, and interest on, the Swing Line Loan to the Swing Line Lender shall be evidenced by the records of the Swing Line Lender and by the Swing Line Note payable to the Swing Line Lender in the amount of the Swing Line Facility.

(b) All Borrowings outstanding under the Swing Line Note shall be due and payable in full on the Maturity Date.

Section 2.10. Voluntary Reduction of Swing Line Commitment
Upon at least three (3) Business Days' prior telephonic notice (promptly confirmed in writing) to SunTrust and the Administrative Agent, Borrower shall have the right, without premium or penalty, to terminate the unutilized portion of the Swing Line Commitment, in part or in whole, provided that any partial termination pursuant to this Section 2.10. shall be in an amount of at least $1,000,000 and integral multiples of $100,000.

Section 2.11. Refunding Swing Line Loan with Proceeds of Mandatory Revolving Loans.
If (i) the Swing Line Loan shall be outstanding upon the occurrence of an Event of Default, or (ii) after giving effect to any request for a Swing Line Loan or a Revolving Loan, the aggregate principal amount of the Revolving Loans and the Swing Line Loan outstanding to the Swing Line Lender would exceed the Swing Line Lender's Revolving Credit Commitment, then each Lender hereby agrees, upon request from the Swing Line Lender, to make a Revolving Loan (which shall be initially funded as a Base Rate Advance) in an amount equal to such Lender's Applicable Commitment Percentage of the outstanding principal amount of the Swing Line Loan (the "Refunded Swing Line Loan") outstanding on the date such notice is given. On or before 11:00 a.m. (Nashville, Tennessee time) on the first Business Day following receipt by each Lender of a request to make Revolving Loans as provided in the preceding sentence, each such Lender (other than the Swing Line Lender) shall deposit in an account specified by the Administrative Agent to the Lenders from time to time the amount so requested in same day funds, whereupon such funds shall be immediately delivered to the Swing Line Lender (and not the Borrower) and applied to repay the Refunded Swing Line Loan. On the day such Revolving Loans are made, the Swing Line Lender's pro rata share of the Refunded Swing Line Loan shall be deemed to be paid with the proceeds of the Revolving Loans made by the Swing Line Lender. Upon the making of any Revolving Loan pursuant to this clause, the amount so funded shall become due under such Lender's Revolving Credit Note and shall no longer be owed under the Swing Line Note. Each Lender's obligation to make the Revolving Loans referred to in this clause shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever; (ii) the occurrence or continuance of any Default or Event of Default; (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any other Consolidated Company; (iv) the acceleration or maturity of any Loans or the termination of the Revolving Credit Commitments after the making of any Swing Line Loan; (v) any breach of this Agreement by the Borrower or any other Lender; or (vi) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

Section 2.12. Extension of Commitments.
(a) The Borrower may, by written notice to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders), given not more than ninety (90) days nor less than sixty (60) days prior to the annual anniversary of the Closing Date while the Revolving Credit Commitments are in effect, request that the Lenders extend the then scheduled Maturity Date of the Revolving Credit Facility (the "Existing Date") for an additional one-year period, provided, however, that the Borrower is not entitled to more than three renewals. Each Lender shall, by notice to the Borrower and the Administrative Agent within thirty (30) days after the Borrower gives such notice, advise the

Borrower and the Administrative Agent whether or not such Lender consents to the extension request (and any Lender that fails to respond during such thirty (30) day period shall be deemed to have advised the Borrower and the Administrative Agent that it will not agree to such extension).

(b) In the event that, on the 30th day after Borrower gives the notice described in subsection (a) above, not all of the Lenders have agreed to extend the Revolving Credit Commitments, the Borrower shall notify each of the consenting Lenders ("Consenting Lenders") of the amount of the Revolving Credit Commitments of the non-consenting Lenders ("Non-Consenting Lender") and each of such Consenting Lenders shall, by notice to the Borrower and the Administrative Agent given within ten (10) Business Days after receipt of such notice, advise the Administrative Agent and the Borrower whether or not such Lender wishes to purchase all or a portion of the Revolving Credit Commitments of the Non-Consenting Lenders (and any Lender which does not respond during such 10-Business Day period shall be deemed to have rejected such offer). In the event that more than one Consenting Lender agrees to purchase all or a portion of such Revolving Credit Commitments, the Borrower and the Administrative Agent shall allocate such Revolving Credit Commitments among such Consenting Lenders so as to preserve, to the extent possible, the relative pro-rata shares of the Consenting Lenders of the Revolving Credit Commitments prior to such extension request. If the Consenting Lenders do not elect to assume all of the Revolving Credit Commitments of the Non-Consenting Lenders, the Borrower shall have the right to arrange for one or more banks or other lending institutions (any such bank or lending institution being called a "New Lender"), to purchase the Revolving Credit Commitment of any Non-Consenting Lender. Such New Lender must meet the requirements of an Eligible Assignee. Each Non-Consenting Lender shall assign its Revolving Credit Commitment and the Loans outstanding hereunder to the Consenting Lender or New Lender purchasing such Revolving Credit Commitment in accordance with Section 10.6., in return for payment in full of all principal, interest, and other amounts owed to such Non-Consenting Lender hereunder on or before the Existing Date and, as of the effective date of such assignment, shall no longer be a party hereto, provided that each New Lender shall be subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld). If (and only if) Lenders (including New Lenders) holding Revolving Credit Commitments representing at least 100% of the aggregate Revolving Credit Commitments on the date of such extension request shall have agreed in accordance with the terms hereof to such extension (the "Continuing Lenders"), then (i) the Maturity Date shall be extended for one additional year from the Existing Date and (ii) the Commitment of any Non-Consenting Lender which has not been assigned to a Consenting Lender or to a New Lender shall terminate (with the result that the amount of the Total Commitments shall be decreased by the amount of such Revolving Credit Commitment), and all Loans of such Non-Consenting Lenders shall become due and payable, together with all accrued interest thereon and all other amounts owed to such Non-Consenting Lender hereunder, on the Existing Date applicable to such Lender without giving effect to the extension of the Maturity Date.

(c) The effective date of any extension of the Maturity Date shall be the date on which 100% of the Continuing Lenders have agreed to such extension in accordance with the terms hereof.

(d) The extension by the Swing Line Lender of its Revolving Credit Commitment pursuant to this Section 2.12. shall automatically extend the Swing Line Commitment.

Section 2.13. Letters of Credit Commitment.

(a) Subject to the terms and conditions herein set forth, each of the Lenders agree that the Administrative Agent on behalf of the Lenders will issue to third party beneficiaries for the account of Borrower, or jointly for the account of Borrower and a Subsidiary of Borrower, irrevocable standby Letters of Credit in the face amount of up to $10,000,000 in the aggregate. In connection with the issuance of each Letter of Credit, the Borrower shall complete a Letter of Credit Application Agreement, and such other documentation in form and substance as required by Administrative Agent.

(b) In connection with the issuance of any Letter of Credit, the Borrower shall pay in advance to Administrative Agent a Letter of Credit Fee (calculated as of the date of the issuance of the

Letter of Credit and accruing to the end of the current Fiscal Quarter, and thereafter payable quarterly in advance for the actual number of days in such Fiscal Quarter, calculated on a 360-day year, provided however that if the term of the Letter of Credit expires before the end of the Fiscal Quarter, then it will be payable for the actual number of days until expirations) to be apportioned and paid by Administrative Agent to each of the Lenders pursuant to the Applicable Commitment Percentage of each Lender. If the term of any Letter of Credit is less than one (1) month, the Letter of Credit Fee shall be calculated as if the term of the Letter of Credit were equal to one (1) month.
(c) In connection with the issuance of any Letter of Credit, the Borrower shall also pay to Administrative Agent a Facing Fee (payable on the dates set forth in subsection (b) of this Section) calculated on a 360-day year. None of the Lenders, except for the Administrative Agent, shall share in the Facing Fee.

(d) The Administrative Agent agrees to use its best efforts to issue and deliver to the Borrower each requested Letter of Credit within three (3) Business Days following submission by Borrower of a properly completed Letter of Credit Application Agreement.

(e) No Letter of Credit shall be issued for a term that extends beyond the Maturity Date for the Revolving Credit Facility. The language of each Letter of Credit, including the requirements for a draw thereunder, shall be subject to the reasonable approval of the Administrative Agent.

(f) The face amount of all outstanding Letters of Credit shall reduce the Borrower's ability to receive Advances under the Revolving Credit Loans by such amount. Additionally, any payment by Administrative Agent under a Letter of Credit shall be treated as a Base Rate Advance under the Revolving Credit Loans, and the terms and provisions of repayment shall be treated as a Base Rate Advance under the Revolving Credit Loans.

(g) The Lenders shall participate in all Letters of Credit requested by the Borrower under this Agreement except for the Facing Fee. Each Lender holding a Revolving Credit Note, upon issuance of a Letter of Credit by the Administrative Agent, shall be promptly notified by the Administrative Agent and shall be deemed to have purchased without recourse, a risk participation from the Administrative Agent in such Letter of Credit and the obligations arising thereunder, in each case in an amount equal to its Applicable Commitment Percentage of all obligations under such Letter of Credit and shall absolutely, unconditionally, and irrevocably assume, as primary obligor and not as surety, and be obligated to pay to the Administrative Agent therefor and discharge when due, its Applicable Commitment Percentage of all obligations arising under such Letter of Credit. Without limiting the scope and nature of a Lender's participation in any Letter of Credit, to the extent that the Administrative Agent has not been reimbursed as required hereunder or under any such Letter of Credit, each such Lender shall pay to the Administrative Agent its Applicable Commitment Percentage of such unreimbursed drawing in same day funds on the day of notification by the Administrative Agent of an unreimbursed drawing. The obligation of each Lender to so reimburse the Administrative Agent shall be absolute and unconditional and shall not be affected by the occurrence of an Event of Default or any other occurrence or event.

ARTICLE 3. GENERAL LOAN TERMS

Section 3.1. Funding Notices.

(a)(i) Whenever the Borrower desires to make a Borrowing of Revolving Loans with respect to the Revolving Credit Commitments (other than one resulting from a conversion or continuation pursuant to Section 3.1.(b)), it shall give the Administrative Agent prior written notice (or telephonic notice promptly confirmed in writing) of such Borrowing (a "Notice of Borrowing"), such Notice of Borrowing to be given at Administrative Agent's Payment Office (x) prior to 11:00 a.m. (Nashville, Tennessee time) on the Business Day which is the requested date of such Borrowing in the case of Base Rate Advances, and (y) prior to 11:00 a.m. (Nashville, Tennessee time) three (3) Business Days prior to the requested date of such Borrowing in the case of Eurodollar Advances. Notices received after 11:00 a.m. (Nashville, Tennessee time) shall be deemed received on the next Business Day. Each Notice of Borrowing shall be irrevocable and shall specify the aggregate principal amount of the Borrowing, the date of Borrowing (which shall be a Business Day), and whether the Borrowing is to consist of Base Rate Advances or Eurodollar Advances and (in the

case of Eurodollar Advances) the Interest Period to be applicable thereto.

(ii) Whenever Borrower desires to obtain a Swing Line Loan under the Swing Line Facility (other than one resulting from a conversion or continuation pursuant to Section 3.1.(b)), it shall give the Swing Line Lender prior written notice (or telephonic notice promptly confirmed in writing) of such Swing Line Loan (a "Notice of Swing Line Loan"), such Notice of Swing Line Loan to be given at its Payment Office prior to 11:00 a.m. (Nashville, Tennessee time) on the Business Day which is the requested date of such Swing Line Loan. Notices received after 11:00 a.m. (Nashville, Tennessee time) shall be deemed received on the next Business Day. Each Notice of Swing Line Loan shall be irrevocable and shall specify the aggregate principal amount of the Swing Line Loan and the date of Swing Line Loan (which shall be a Business Day).

(b) Whenever Borrower desires to convert all or a portion of an outstanding Borrowing under the Revolving Credit Facility consisting of Base Rate Advances into a Borrowing consisting of Eurodollar Advances, or to continue outstanding a Borrowing consisting of Eurodollar Advances for a new Interest Period, it shall give the Administrative Agent at least three (3) Business Days' prior written notice (or telephonic notice promptly confirmed in writing) of each such Borrowing to be converted into or continued as Eurodollar Advances. Such notice (a "Notice of Conversion/Continuation") shall be given prior to 11:00 a.m. (Nashville, Tennessee time) on the date specified at the Payment Office of the Administrative Agent. Each such Notice of Conversion/Continuation shall be irrevocable and shall specify the aggregate principal amount of the Advances to be converted or continued, the date of such conversion or continuation and the Interest Period to be applicable thereto. If, upon the expiration of any Interest Period in respect of any Borrowing under the Revolving Credit Facility consisting of Eurodollar Advances, Borrower shall have failed to deliver the Notice of Conversion/Continuation, Borrower shall be deemed to have elected to convert or continue such Borrowing to a Borrowing consisting of Base Rate Advances. So long as any Executive Officer of Borrower has knowledge that any Default or Event of Default shall have occurred and be continuing, no Borrowing may be converted into or continued as (upon expiration of the current Interest Period) Eurodollar Advances unless the Administrative Agent and each of the Lenders shall have otherwise consented in writing. No conversion of any Borrowing of Eurodollar Advances shall be permitted except on the last day of the Interest Period in respect thereof. Notwithstanding any provision of this Agreement to the contrary, Borrower shall not have the option to convert Term Loans, which shall be automatically converted in accordance with Section 2.4.

(c) The Administrative Agent shall promptly (and in any event by noon on a same-day basis for Base Rate Advances and by the same time on the next succeeding Business Day for Eurodollar Advances, as such notice is received) give each Lender notice by telephone (confirmed in writing) or by telex, telecopy or facsimile transmission of the matters covered by the notices given to the Administrative Agent pursuant to this Section 3.1. with respect to the Revolving Credit Commitments.

Section 3.2. Disbursement of Funds.
(a) For Revolving Credit Loans, no later than 1:00 p.m. (Nashville, Tennessee time), each Lender will make available its Applicable Commitment Percentage of the amount of such Borrowing in immediately available funds at the Payment Office of the Administrative Agent. The Administrative Agent will make available to Borrower the aggregate of the amounts (if any) so made available by the Lenders to the Administrative Agent in a timely manner by crediting such amounts to Borrower's demand deposit account maintained with the Administrative Agent or at Borrower's option, by effecting a wire transfer of such amounts to Borrower's account specified by the Borrower, by the close of business on such Business Day. In the event that the Lenders do not make such amounts available to the Administrative Agent by the time prescribed above, but such amount is received later that day, such amount may be credited to Borrower in the manner described in the preceding sentence on the next Business Day (with interest on such amount to begin accruing hereunder on such next Business Day).

(b) No later than twelve noon (Nashville, Tennessee time) on the

date of each Swing Line Loan, the Swing Line Lender shall make available to Borrower the requested Swing Line Loan by crediting such amounts to Borrower's demand deposit account maintained with the Administrative Agent or at Borrower's option, by effecting a wire transfer of such amounts to Borrower's account specified by the Borrower, by the close of business on such Business Day.

(c) On the Closing Date, each Lender shall Advance to Borrower its Applicable Commitment Percentage with respect to the Term Loans, in immediately available funds at the Payment Office of the Administrative Agent. The Administrative Agent will make available to the Borrower the Term Loans so made available by the Lenders to the Administrative Agent, by crediting the Term Loans towards the payment of the outstanding principal amount of the Prior Term Debt.

(d) Unless the Administrative Agent shall have been notified by any Lender prior to the date of a Borrowing that such Lender does not intend to make available to the Administrative Agent such Lender's portion of the Borrowing to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date and the Administrative Agent may make available to Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender on the date of Borrowing, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest at the Federal Funds Rate. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify Borrower, and Borrower shall immediately pay such corresponding amount to the Administrative Agent together with interest at the rate specified for the Borrowing which includes such amount paid and any amounts due under Section 3.13. hereof. Nothing in this subsection shall be deemed to relieve any Lender from its obligation to fund its Commitments hereunder or to prejudice any rights which Borrower may have against any Lender as a result of any default by such Lender hereunder.

(e) All Borrowings under the Revolving Credit Commitments and the Term Loan Commitments shall be loaned by the Lenders on the basis of their Applicable Commitment Percentage on the date of such Borrowing. No Lender shall be responsible for any default by any other Lender in its obligations hereunder, and each Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to fund its Commitment hereunder.

Section 3.3. Interest.
(a) Borrower agrees to pay interest in respect of all unpaid principal amounts of the Revolving Loans from the respective dates such principal amounts were advanced to maturity (whether by acceleration, notice of prepayment or otherwise) at rates per annum equal to the applicable rates indicated below:

(i) For Base Rate Advances The Base Rate in effect from time to time; and

(ii) For Eurodollar Advances The relevant Adjusted LIBO Rate plus the Applicable Margin.

(b) Borrower agrees to pay interest in respect of all unpaid principal amounts of the Term Loans made to Borrower from the date such principal amount was advanced to maturity (whether by acceleration, notice of prepayment or otherwise) at a rate equal to the Adjusted LIBO Rate for three (3) month periods plus the Applicable Margin.

(c) Borrower agrees to pay interest in respect of all unpaid principal amounts of the Swing Line Loan made to Borrower from the respective dates such principal amounts were advanced to maturity (whether by acceleration, notice of prepayment or otherwise) at a rate equal to the Base Rate minus one percent (1.0%) per annum.

(d) Overdue principal and, to the extent not prohibited by applicable law, overdue interest, in respect of the Revolving Loans, the Swing Line Loan, and Term Loans, and all other overdue amounts owing hereunder, shall bear interest from each date that such amounts are overdue:

(i) in the case of overdue principal and interest with respect to

all Loans outstanding as Eurodollar Advances, at the greater of (A) the rate otherwise applicable for the then-current Interest Period plus an additional two percent (2%) per annum or (B) the rate in effect for Base Rate Advances plus an additional two percent (2%) per annum; and

(ii) in the case of overdue principal and interest with respect to all other Loans outstanding as Base Rate Advances or as the Term Loans, and all other Obligations hereunder (other than Loans), at a rate equal to the Base Rate plus an additional two percent (2%) per annum.

(e) Interest on each Loan shall accrue from and including the date of such Loan to but excluding the date of any repayment thereof, provided that, if a Loan is repaid on the same day made, one day's interest shall be paid on such Loan. Interest on all outstanding Base Rate Advances shall be payable quarterly in arrears on or before twelve noon (Nashville, Tennessee time) at the Payment Office on the last day of each calendar quarter, commencing on March 31, 1999. Interest on all outstanding Eurodollar Advances shall be payable on or before twelve noon (Nashville, Tennessee time) at the Payment Office on the last day of each Interest Period applicable thereto, and, in the case of Eurodollar Advances having an Interest Period in excess of three months, on or before twelve noon (Nashville, Tennessee time) at the Payment Office each three month anniversary of the initial date of such Interest Period. Interest on all Loans shall be payable on or before twelve noon (Nashville, Tennessee time) at the Payment Office on any conversion of any Advances comprising such Loans into Advances of another Type (other than in connection with the conversion from a Base Rate Loan), prepayment (on the amount prepaid), at maturity (whether by acceleration, notice of prepayment or otherwise) and, after maturity, on demand. All interest payments shall be paid to Administrative Agent in immediately available funds, free and clear of any defenses, set-offs, counterclaims, or withholdings or deduction for taxes.

(f) The Administrative Agent shall promptly notify the Borrower and the other Lenders by telephone (confirmed in writing) or in writing, upon determining the Adjusted LIBO Rate for any Interest Period. Any such determination shall, absent manifest error, be final, conclusive and binding for all purposes.

Section 3.4. Interest Periods; Maximum Number of Borrowings.
(a) In connection with the making or continuation of, or conversion into, each Borrowing of Eurodollar Advances, Borrower shall select an Interest Period to be applicable to such Eurodollar Advances, which Interest Period shall be either a 1, 2, 3 or 6 month period. Notwithstanding the foregoing provisions of this Section the Borrowing under the Term Loans shall be Eurodollar Advances with Interest Periods of successive 3 month periods as set forth in Section 2.4.

(b) Notwithstanding paragraphs (a) and (b) of this Section 3.4.:

(i) The initial Interest Period for any Borrowing of Eurodollar Advances or Base Rate Advances, shall commence on the date of such Borrowing (including, the date of any conversion from a Borrowing consisting of Base Rate Advances) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(ii) If any Interest Period would otherwise expire on a day which is not a Business Day, such Interest Period shall expire on the next succeeding Business Day, provided that if any Interest Period in respect of Eurodollar Advances would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(iii) Any Interest Period in respect of Eurodollar Advances which begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall, subject to part (iv) below, expire on the last Business Day of such calendar month; and

(iv) No Interest Period with respect to the Loans shall extend beyond the applicable Maturity Date.

(c) At no time shall there be more than six (6) Eurodollar Advances outstanding at any one time, excluding the Term Loan.

Section 3.5. Fees.

(a) Borrower shall pay to the Administrative Agent, for the ratable benefit of each Lender based upon its respective Applicable Commitment Percentage of the Total Commitments, a commitment fee (the "Commitment Fee") for the period commencing on the Closing Date to and including the Maturity Date, payable quarterly in arrears on the last day of each calendar quarter, commencing on March 31, 1999, and on the Maturity Date, equal to the Commitment Fee Percentage multiplied by the average daily unused portion of the Revolving Credit Commitments;

(b) Borrower shall pay to the Administrative Agent the amounts and on the dates agreed to in the Fee Letter.

Section 3.6. Effective Date for Adjustment to Commitment Fee Percentage and Applicable Margin.

The Commitment Fee Percentage and the Applicable Margin (collectively "Applicable Percentages") shall be determined and adjusted quarterly on the first Business Day of the Fiscal Quarter next following the date on which the Administrative Agent receives the officer's certificate (in form and substance acceptable to Administrative Agent) required to be furnished by the Borrower in accordance with the provisions of Section 6.7.(d) (each a "Calculation Date"). Except as set forth above, each Applicable Percentage shall be effective from one Calculation Date until the next Calculation Date.

Section 3.7. Voluntary Prepayments of Borrowings.
(a) Borrower may, at its option, prepay Borrowings consisting of Base Rate Advances at any time in whole, or from time to time in part, in amounts aggregating $5,000,000 or any greater integral multiple of $1,000,000, by paying the principal amount to be prepaid together with interest accrued and unpaid thereon to the date of prepayment. Upon two (2) Business Days' prior written notice given by Borrower to Administrative Agent, Borrowings consisting of Eurodollar Advances may be prepaid on the last day of any applicable Interest Period, in whole, or from time to time in part, in amounts aggregating $5,000,000 or any greater integral multiple of $1,000,000 (except that no partial prepayment may be made if the remaining principal amount outstanding of such Eurodollar Advance which comprises a Revolving Loan would be less than $10,000,000), by paying the principal amount to be prepaid, together with interest accrued and unpaid thereon to the date of prepayment. Prepayment of Eurodollar Advances may not be made except on the last day of an Interest Period applicable thereto. Each such optional prepayment shall be applied in accordance with Section 3.7.(b) below.

(b) All voluntary prepayments shall be applied to the payment of interest then due and owing before application to principal.

Section 3.8. Manner of Payment, Calculation of Interest, Taxes.
(a)(i) Except as otherwise specifically provided herein, all payments under this Agreement and the other Credit Documents, other than the payments specified in clause (ii) below, shall be made without defense, set-off, or counterclaim to the Administrative Agent not later than 11:00 a.m. (Nashville, Tennessee time) on the date when due and shall be made in Dollars in immediately available funds at the Administrative Agent's Payment Office.

(ii) All payments made under the Swing Line Loan shall be made without defense, setoff, or counterclaim to the Swing Line Lender not later than 11:00 a.m. (Nashville, Tennessee time) on the date when due and shall be made in Dollars in immediately available funds at the Swing Line Lender's Payment Office.

(b)(i) All such payments shall be made free and clear of and without deduction or withholding for any Taxes in respect of this Agreement, the Notes or other Credit Documents, or any payments of principal, interest, fees or other amounts payable hereunder or thereunder (but excluding, except as provided in paragraph (iii) hereof, in the case of each Lender, taxes imposed on or measured by its net income, and franchise taxes and branch profit taxes imposed on it (A) by the jurisdiction under the laws of which such Lender is organized or any political subdivision thereof, and in the case of each Lender, taxes imposed on or measured by its net income, and franchise taxes and branch profit taxes imposed on it, by the jurisdiction of such Lender's appropriate Lending Office or

any political subdivision thereof, and (B) by a jurisdiction in which any payments are to be made by any Borrower hereunder, other than the United States of America, or any political subdivision thereof, and that would not have been imposed but for the existence of a connection between such Lender and the jurisdiction imposing such taxes (other than a connection arising as a result of this Agreement or the transactions contemplated by this Agreement), except in the case of taxes described in this clause (B), to the extent such taxes are imposed as a result of a change in the law or regulations of any jurisdiction or any applicable treaty or regulations or in the official interpretation of any such law, treaty or regulations by any government authority charged with the interpretation or administration thereof after the date of this Agreement). If any such Taxes are so levied or imposed, Borrower agrees (A) to pay the full amount of such Taxes, and such additional amounts as may be necessary so that every net payment of all amounts due hereunder and under the Notes and other Credit Documents, after withholding or deduction for or on account of any such Taxes (including additional sums payable under this Section 3.8.), will not be less than the full amount provided for herein had no such deduction or withholding been required, (B) to make such withholding or deduction and (C) to pay the full amount deducted to the relevant authority in accordance with applicable law. Borrower will furnish to the Administrative Agent and each Lender, within 30 days after the date the payment of any Taxes is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by Borrower. Borrower will indemnify and hold harmless the Administrative Agent and each Lender and reimburse the Administrative Agent and each Lender upon written request for the amount of any such Taxes so levied or imposed and paid by the Administrative Agent or Lender and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or illegally asserted. A certificate as to the amount of such payment by such Lender or the Administrative Agent, absent manifest error, shall be final, conclusive and binding for all purposes.

(ii) Each Lender that is organized under the laws of any jurisdiction other than the United States of America or any State thereof (including the District of Columbia) agrees to furnish to Borrower and the Administrative Agent, prior to the time it becomes a Lender hereunder, two copies of either U.S. Internal Revenue Service Form 4224 or U.S. Internal Revenue Service Form 1001 or any successor forms thereto (wherein such Lender claims entitlement to complete exemption from U.S. Federal withholding tax on interest paid by Borrower hereunder) and to provide to Borrower and the Administrative Agent a new Form 4224 or Form 1001 or any successor forms thereto if any previously delivered form is found to be incomplete or incorrect in any material respect or upon the obsolescence of any previously delivered form; provided, however, that no Lender shall be required to furnish a form under this paragraph (ii) after the date that it becomes a Lender hereunder if it is not entitled to claim an exemption from withholding under applicable law.

(iii) Borrower shall also reimburse the Administrative Agent and each Lender, upon written request, for any Taxes imposed (including, without limitation, Taxes imposed on the overall net income of the Administrative Agent or Lender or its applicable Lending Office pursuant to the laws of the jurisdiction in which the principal executive office or the applicable Lending Office of the Administrative Agent or Lender is located) as the Administrative Agent or Lender shall determine are payable by the Administrative Agent or Lender in respect of amounts paid by or on behalf of Borrower to or on behalf of the Administrative Agent or Lender pursuant to paragraph (i) hereof.

(iv) In addition to the documents to be furnished pursuant to Section 3.8.(b)(i), each Lender shall, promptly upon the reasonable written request of the Borrower to that effect, deliver to the Borrower such other accurate and complete forms or similar documentation as such Lender is legally able to provide and as may be required from time to time by any applicable law, treaty, rule or regulation or any jurisdiction in order to establish such Lender's tax status for withholding purposes or as may otherwise be appropriate to eliminate or minimize any Taxes on payments under this Agreement or the Notes.

(v) The Borrower shall not be required to pay any amounts pursuant to Section 3.8.(b)(ii), or (iii) to any Lender for the account of any Lending Officer of such Lender in respect of any United States

withholding taxes payable hereunder (and the Borrower, if required by law to do so, shall be entitled to withhold such amounts and pays such amounts to the United States Government) if the obligation to pay such additional amounts would not have arisen but for a failure by such Lender to comply with its obligations under Section 3.8.(b)(ii), and such Lender shall not be entitled to an exemption from deduction or withholding of United Stated Federal income tax in respect of the payment of such sum by the Borrower hereunder for the account of such Lending Office for, in each case, any reason other than a change in United States law or regulations by any governmental authority charged with the interpretation or administration thereof (whether or not having the force of law) after the date such Lender became a Lender hereunder.

(vi) Within sixty (60) days of the written request of the Borrower, each Lender shall execute and deliver such certificates, forms or other documents, which can be reasonably furnished consistent with the facts and which are reasonably necessary to assist in applying for refunds of Taxes remitted hereunder.

(vii) To the extent that the payment of any Lender's Taxes by the Borrower gives rise from time to time to a Tax Benefit (as hereinafter defined) to such Lender in any jurisdiction other than the jurisdiction which imposed such Taxes, such Lender shall pay to the Borrower the amount of each such Tax Benefit so recognized or received. The amount of each Tax Benefit and, therefore, payment to the Borrower will be determined from time to time by the relevant Lender in its sole discretion, which determination shall be binding and conclusive on all parties hereto. Each such payment will be due and payable by such Lender to the Borrower within a reasonable time after the filing of the income tax return in which such Tax Benefit is recognized or, in the case of any tax refund, after the refund is received; provided, however if at any time thereafter such Lender is required to rescind such Tax Benefit or such Tax Benefit is otherwise disallowed or nullified, the Borrower shall promptly, after notice thereof from such Lender, repay to Lender the amount of such Tax Benefit previously paid to the Borrower and rescinded, disallowed or nullified. For purposed of this section, "Tax Benefit" shall mean the amount by which any Lender's income tax liability for the taxable period in question is reduced below what would have been payable had the Borrower not been required to pay the Lender's Taxes. In case of any dispute with respect to the amount of any payment the Borrower shall have no right to any offset or withholding of payments with respect to future payments due to any Lender under this Agreement or the Notes.

(c) Subject to Section 3.4.(c)(ii), whenever any payment to be made hereunder or under any Note shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the applicable rate during such extension.

(d) All computations of interest and fees shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fees are payable (to the extent computed on the basis of days elapsed). Interest on Base Rate Advances shall be calculated based on the Base Rate from and including the date of such Loan to but excluding the date of the repayment or conversion thereof. Interest on Eurodollar Advances shall be calculated as to each Interest Period from and including the first day thereof to but excluding the last day thereof. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be made in good faith and, except for manifest error, shall be final, conclusive and binding for all purposes.

(e) Payment by the Borrower to the Administrative Agent in accordance with the terms of this Agreement shall, as to the Borrower, constitute payment to the Lenders under this Agreement.

Section 3.9. Interest Rate Not Ascertainable, etc.
In the event that the Administrative Agent shall have determined (which determination shall be made in good faith and, absent manifest error, shall be final, conclusive and binding upon all parties) that on any date for determining the Adjusted LIBO Rate for any Interest Period, by reason of any changes arising after the date of this Agreement affecting the London interbank market, or the Administrative Agent's position in such market, adequate

and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in the definition of Adjusted LIBO Rate, then, and in any such event, the Administrative Agent shall forthwith give notice (by telephone confirmed in writing) to Borrower and to the Lenders, of such determination and a summary of the basis for such determination. Until the Administrative Agent notifies Borrower that the circumstances giving rise to the suspension described herein no longer exist, the obligations of the Lenders to make or permit portions of the Revolving Loans, Term Loans and the Swing Line Loan to remain outstanding past the last day of the then current Interest Periods as Eurodollar Advances shall be suspended, and such affected Advances shall bear the same interest as Base Rate Advances.

Section 3.10. Illegality.
(a) In the event that any Lender shall have determined (which determination shall be made in good faith and, absent manifest error, shall be final, conclusive and binding upon all parties) at any time that the making or continuance of any Eurodollar Advance has become unlawful by compliance by such Lender in good faith with any applicable law, governmental rule, regulation, guideline or order (whether or not having the force of law and whether or not failure to comply therewith would be unlawful), then, in any such event, the Lender shall give prompt notice (by telephone confirmed in writing) to Borrower and to the Administrative Agent of such determination and a summary of the basis for such determination (which notice the Administrative Agent shall promptly transmit to the other Lenders).

(b) Upon the giving of the notice to Borrower referred to in subsection (a) above, (i) Borrower's right to request and such Lender's obligation to make Eurodollar Advances shall be immediately suspended, and such Lender shall make an Advance as part of the requested Borrowing of Eurodollar Advances as a Base Rate Advance, which Base Rate Advance, as the case may be, shall, for all other purposes, be considered part of such Borrowing, and (ii) if the affected Eurodollar Advance or Advances are then outstanding, Borrower shall immediately, or if subject to applicable law, no later than the date permitted by applicable law, upon at least one Business Day's written notice to the Administrative Agent and the affected Lender, convert each such Advance into a Base Rate Advance or Advances, provided that if more than one Lender is affected at any time, then all affected Lenders must be treated the same pursuant to this Section 3.10.(b).

Section 3.11. Increased Costs.
(a) If, by reason of (x) after the date hereof, the introduction of or any change (including, without limitation, any change by way of imposition or increase of reserve requirements) in or in the interpretation of any law or regulation, or (y) the compliance with any guideline or request from any central bank or other governmental authority or quasi-governmental authority exercising control over banks or financial institutions generally (whether or not having the force of law):
(i) any Lender (or its applicable Lending Office) shall be subject to any tax, duty or other charge with respect to its Eurodollar Advances, or its obligation to make such Advances, or the basis of taxation of payments to any Lender of the principal of or interest on its Eurodollar Advances or its obligation to make Eurodollar Advances shall have changed (except for changes in the tax on the overall net income of such Lender or its applicable Lending Office imposed by the jurisdiction in which such Lender's principal executive office or applicable Lending Office is located); or

(ii) any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender's applicable Lending Office shall be imposed or deemed applicable or any other condition affecting its Eurodollar Advances or its obligation to make Eurodollar Advances shall be imposed on any Lender or its applicable Lending Office or the London interbank market;
and as a result thereof there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining Eurodollar Advances (except to the extent already included in the determination of the applicable Adjusted LIBO Rate for Eurodollar Advances) or its obligation to make Eurodollar Advances, or there shall be a reduction in the amount received or receivable by such Lender or its applicable Lending Office, then Borrower shall from

time to time (subject, in the case of certain Taxes, to the applicable provisions of Section 3.8.(b)), upon written notice from and demand by such Lender to Borrower (with a copy of such notice and demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender within ten (10) Business Days after the date of such notice and demand, additional amounts sufficient to indemnify such Lender against such increased cost. A certificate as to the amount of such increased cost, submitted to Borrower and the Administrative Agent by such Lender in good faith and accompanied by a statement prepared by such Lender describing in reasonable detail the basis for and calculation of such increased cost, shall, except for manifest error, be final conclusive and binding for all purposes.

(b) If any Lender shall advise the Administrative Agent that at any time, because of the circumstances described in clauses (x) or (y) in Section 3.11.(a) or any other circumstances beyond such Lender's reasonable control arising after the date of this Agreement affecting such Lender or the London interbank market or such Lender's position in such market, the Adjusted LIBO Rate as determined by the Administrative Agent will not adequately and fairly reflect the cost to such Lender of funding its Eurodollar Advances then, and in any such event:

(i) the Administrative Agent shall forthwith give notice (by telephone confirmed in writing) to Borrower and to the other Lenders of such advice;

(ii) Borrower's right to request and such Lender's obligation to make or permit portions of the Loans to remain outstanding past the last day of the then current Interest Periods as Eurodollar Advances shall be immediately suspended; and

(iii) in the event the affected Loan is a Revolving Loan or Term Loan, such Lender shall make a Loan as part of the requested Borrowing under the Revolving Loan Commitments of Eurodollar Advances as a Base Rate Advance, which such Base Rate Advance shall, for all other purposes, be considered part of such Borrowing.

Section 3.12. Lending Offices.
(a) Each Lender agrees that, if requested by Borrower, it will use reasonable efforts (subject to overall policy considerations of such Lender) to designate an alternate Lending Office with respect to any of its Eurodollar Advances, as the case may be, affected by the matters or circumstances described in Sections 3.8.(b), 3.9., 3.10., 3.11. or 3.17. to reduce the liability of Borrower or avoid the results provided thereunder, so long as such designation is not disadvantageous to such Lender as reasonably determined by such Lender, which determination shall be conclusive and binding on all parties hereto. Nothing in this Section 3.12. shall affect or postpone any of the obligations of Borrower or any right of any Lender provided hereunder.

(b) If any Lender that is organized under the laws of any jurisdiction other than the United States of America or any State thereof (including the District of Columbia) issues a public announcement with respect to the closing of its Lending Offices in the United States such that any withholdings or deductions and additional payments with respect to Taxes may be required to be made by Borrower thereafter pursuant to Section 3.8.(b), such Lender shall use reasonable efforts to furnish Borrower notice thereof as soon as practicable thereafter; provided, however, that no delay or failure to furnish such notice shall in any event release or discharge Borrower from its obligations to such Lender pursuant to Section 3.8.(b) or otherwise result in any liability of such Lender.

Section 3.13. Funding Losses.
Except for losses, expenses and liabilities occasioned by the circumstances set forth in Section 3.11.(b), Borrower shall compensate each Lender, upon its written request to Borrower (which request shall set forth the basis for requesting such amounts in reasonable detail and which request shall be made in good faith and, absent manifest error, shall be final, conclusive and binding upon all of the parties hereto), for all actual losses, expenses and liabilities (including, without limitation, any interest paid by such Lender to lenders of funds borrowed by it to make or carry its Eurodollar Advances, in either case to the extent not recovered by such Lender in connection with the re-employment of such funds but excluding loss of anticipated

profits), which the Lender may sustain: (i) if for any reason (other than a default by such Lender) a borrowing of, or conversion to or continuation of, Eurodollar Advances to Borrower does not occur on the date specified therefor in a Notice of Borrowing, Notice of Conversion/Continuation (whether or not withdrawn), (ii) if any repayment (including mandatory prepayments and any conversions pursuant to Section 3.10.(b)) of any Eurodollar Advances to Borrower occurs on a date which is not the last day of an Interest Period applicable thereto, or (iii), if, for any reason, Borrower defaults in its obligation to repay its Eurodollar Advances when required by the terms of this Agreement.

Section 3.14. Assumptions Concerning Funding of Eurodollar Advances.

Calculation of all amounts payable to a Lender under this Article 3. shall be made as though that Lender had actually funded its relevant Eurodollar Advances through the purchase of deposits in the relevant market bearing interest at the rate applicable to such Eurodollar Advances in an amount equal to the amount of the Eurodollar Advances and having a maturity comparable to the relevant Interest Period and through the transfer of such Eurodollar Advances from an offshore office of that Lender to a domestic office of that Lender in the United States of America; provided, however that each Lender may fund each of its Eurodollar Advances in any manner it sees fit and the foregoing assumption shall be used only for calculation of amounts payable under this Article 3.

Section 3.15. Apportionment of Payments.

Aggregate principal and interest payments in respect of Loans and payments in respect of Commitment Fees shall be apportioned among all outstanding Commitments and Loans to which such payments relate, proportionately to the Lenders' respective pro rata portions of such Commitments and outstanding Loans. The Administrative Agent shall promptly distribute to each Lender at its payment office specified by any Lender its share of any such payments received by the Administrative Agent on the same Business Day as such payment is deemed to be received by the Administrative Agent.

Section 3.16. Sharing of Payments, Etc.

If any Lender shall obtain any payment or reduction (including, without limitation, any amounts received as adequate protection of a deposit treated as cash collateral under the Bankruptcy Code) of the Obligations (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) in excess of its Applicable Commitment Percentage of payments or reductions on account of such obligations obtained by all the Lenders, such Lender shall forthwith (i) notify each of the other Lenders and Administrative Agent of such receipt, and (ii) purchase from the other Lenders such participations in the affected obligations as shall be necessary to cause such purchasing Lender to share the excess payment or reduction, net of costs incurred in connection therewith, ratably with each of them, provided that if all or any portion of such excess payment or reduction is thereafter recovered from such purchasing Lender or additional costs are incurred, the purchase shall be rescinded and the purchase price restored to the extent of such recovery or such additional costs, but without interest unless the Lender obligated to return such funds is required to pay interest on such funds. Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 3.16. may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of Borrower in the amount of such participation. Any payment received by the Administrative Agent or any Lender following the occurrence and during the continuation of an Event of Default shall be distributed pro rata amongst the Lenders based upon the percentage obtained by dividing the Obligations owing to each Lender by the total amount of Obligations on the date of receipt of such payment, with such amounts to be applied to the outstanding Obligations in accordance with the terms of this Agreement.

Section 3.17. Capital Adequacy.

Without limiting any other provision of this Agreement, in the event that any Lender shall have determined that any law, treaty, governmental (or quasi-governmental) rule, regulation, guideline or order regarding capital adequacy not currently in effect or fully applicable as of the Closing Date, or any change therein or in the interpretation or application thereof after the Closing

Date, or compliance by such Lender with any request or directive regarding capital adequacy not currently in effect or fully applicable as of the Closing Date (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) from a central bank or governmental authority or body having jurisdiction, does or shall have the effect of reducing the rate of return on such Lender's capital as a consequence of its obligations hereunder to a level below that which such Lender could have achieved but for such law, treaty, rule, regulation, guideline or order, or such change or compliance (taking into consideration such Lender's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then within ten (10) Business Days after written notice and demand by such Lender (with copies thereof to the Administrative Agent), Borrower shall from time to time pay to such Lender additional amounts sufficient to compensate such Lender for such reduction (but, in the case of outstanding Base Rate Advances, without duplication of any amounts already recovered by such Lender by reason of an adjustment in the applicable Base Rate). Each certificate as to the amount payable under this Section 3.17. (which certificate shall set forth the basis for requesting such amounts in reasonable detail), submitted to Borrower by any Lender in good faith, shall, absent manifest error, be final, conclusive and binding for all purposes.

Section 3.18 Limitation on Certain Payment Obligations.
(a) Each Lender or the Administrative Agent shall make written demand on the Borrower for indemnification or compensation pursuant to Section 3.8.(b) no later than six months after the earlier of (i) on the date on which Lender or the Administrative Agent makes payment of any such Taxes and (ii) the date on which the relevant taxing authority or other governmental authority makes written demand upon such Lender or Administrative Agent for the payment of such Taxes.

(b) Each Lender or Administrative Agent shall make written demand on the Borrower for indemnification or compensation pursuant to Section 3.13. no later than six months after the event giving rise to the claim for indemnification or compensation occurs.

(c) Each Lender or the Administrative Agent shall make written demand on the Borrower for identification or compensation pursuant to Section 3.11. or Section 3.17. no later than six months after such Lender or Administrative Agent receives actual notice or obtains actual knowledge of the promulgation of a law, rule, order, interpretation or occurrence of another event giving rise to a claim pursuant to such provisions.

(d) In the event that the Lenders or Administrative Agent fail to give the Borrower notice within the time limitations set forth above, the Borrower shall not have any obligation to pay amounts with respect to such claims accrued prior to six months preceding any written demand therefor.

ARTICLE 4. CONDITIONS TO BORROWINGS
The obligation of each Lender to make Advances to Borrower is subject to the satisfaction of the following conditions:

Section 4.1. Conditions Precedent to Initial Loans.
At the time of the making of the initial Loans hereunder on the Closing Date, all obligations of Borrower hereunder incurred prior to the initial Loans (including, without limitation, Borrower's obligations to reimburse the reasonable fees and expenses of counsel to the Administrative Agent and any fees and expenses payable to the Administrative Agent as previously agreed with Borrower), shall have been paid in full, and the Administrative Agent shall have received the following, in form and substance reasonably satisfactory in all respects to the Administrative Agent:

(a) the duly executed counterparts of this Agreement;

(b) the duly completed Revolving Credit Notes evidencing the Revolving Credit Commitments, the duly completed Swing Line Note evidencing the Swing Line Commitment, and duly completed Term Notes evidencing the Term Loan Commitments;

(c) all required, duly executed Subsidiary Guaranties;

(d) certificates of the Secretary or Assistant Secretary of the Borrower attaching and certifying copies of the resolutions of the

board of directors of the Borrower, and each Subsidiary Guarantor providing a required Subsidiary Guarantee, authorizing as applicable the execution, delivery and performance of the Credit Documents;

(e) certificates of the Secretary or an Assistant Secretary of the Borrower certifying (i) the name, title and true signature of each officer of the Borrower executing the Credit Documents, and (ii) the bylaws of the Borrower and each Subsidiary Guarantor;

(f) certified copies of the certificate or articles of incorporation of the Borrower and each of its Subsidiaries certified by the Secretary of State and by the Secretary or Assistant Secretary of the Borrower or such Subsidiaries, as appropriate, together with certificates of good standing or existence, as may be available from the Secretary of State of the jurisdiction of incorporation or organization of the Borrower and each of its Subsidiaries, and each other jurisdiction where the ownership of Property or the conduct of its business require the Borrower or its Subsidiaries to be qualified, except where a failure to be so qualified would not have a Materially Adverse Effect;

(g) closing certificate of Borrower in substantially the form of Exhibit G attached hereto and appropriately completed;

(h) the favorable opinion of corporate counsel to the Consolidated Companies as to certain matters, in the form of Exhibit H, in each case addressed to the Administrative Agent and each of the Lenders;

(i) copies of all documents and instruments, including all consents, authorizations and filings, required under the articles or certificate of incorporation and bylaws or other organizational or governing documents, under any Requirement of Law or by any material Contractual Obligation of the Consolidated Companies, in connection with the execution, delivery, performance, validity and enforceability of the Credit Documents and the other documents to be executed and delivered hereunder, and such consents, authorizations, filings and orders shall be in full force and effect;

(j) any other document, opinion or certificate reasonably requested by the Administrative Agent and the Lenders assuring the Administrative Agent and the Lenders that all corporate proceedings and all other legal matters in connection with the authorization, legality, validity and enforceability of the Credit Documents are in form and substance satisfactory to the Lenders; and

(k) a certificate from an Executive Officer of the Borrower certifying that the first Advance under the Revolving Credit Commitments shall be used to cancel and pay in full all Prior Revolving Credit Debt and that the proceeds of the Term Loan Facility shall be used to cancel and pay in full all Prior Term Debt; and

(l) the acquisition and plan of merger documents with respect to the acquisition of Logan's Roadhouse, Inc. and any other documents with respect thereto that Administrative Agent reasonably requests.

Section 4.2. Conditions to All Loans.
At the time of the making of all Loans, including the initial Loans hereunder, (before as well as, after giving effect to such Loans and to the proposed use of the proceeds thereon, the following conditions shall have been satisfied or shall exist:

(a) there shall exist no Default or Event of Default;

(b) all representations and warranties by Borrower contained herein shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Loans except to the extent they expressly relate to an earlier date or have been updated to the extent permitted herein;

(c) since the date of the most recent financial statements of the Consolidated Companies described in Section 5.14., there shall have been no change which has had or is reasonably likely to have a Materially Adverse Effect (whether or not any notice with

respect to such change has been furnished to the Lenders pursuant to Section 6.7.);

(d) except for litigation disclosed in Schedule 5.5., there shall be no action or proceeding instituted or pending before any court or other governmental authority or, to the knowledge of any Executive Officer of Borrower, threatened (i) which is reasonably likely to have a Materially Adverse Effect, or (ii) seeking to prohibit or restrict one or more of the Consolidated Companies' right to own or operate any portion of its business or Properties, or to compel one or more of the Borrower and its Consolidated Companies to dispose of or hold separate all or any portion of its businesses or Properties, where such portion or portions of such business(es) or Properties, as the case may be, constitute a material portion of the total businesses or Properties, of the Consolidated Companies;

(e) the Loans to be made and the use of proceeds thereof shall not contravene, violate or conflict with, or involve the Administrative Agent or any Lender in a violation of, any law, rule, injunction, or regulation, or determination of any court of law or other governmental authority applicable to any Consolidated Company; and

(f) the Administrative Agent shall have received such other documents or legal opinions as the Administrative Agent or any Lender may reasonably request, all in form and substance reasonably satisfactory to the Administrative Agent.

Each request for a Borrowing and the acceptance by Borrower of the proceeds thereof shall constitute a representation and warranty by Borrower, as of the date of the Loans comprising such Borrowing, that the applicable conditions specified in Sections 4. 1. and 4.2. have been satisfied.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

Borrower (as to itself and all other Consolidated Companies) represents and warrants as follows:

Section 5.1. Corporate Existence; Compliance with Law.

Each of the Consolidated Companies is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. Each of the Consolidated Companies (i) has the corporate power and authority and the legal right to own and operate its Property and to conduct its business, (ii) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership of Property or the conduct of its business requires such qualification, and (iii) is in compliance with all Requirements of Law, where the failure to so comply is reasonably likely to have a Materially Adverse Effect. The jurisdiction of incorporation or organization, and the ownership of all issued and outstanding capital stock, for each Subsidiary as of the date of this Agreement is accurately described on Schedule 5.1. Schedule 5.1. may be updated from time to time by the Borrower by giving written notice thereof to the Administrative Agent.

Section 5.2. Corporate Power; Authorization.

Each of the Borrower and its Subsidiary Guarantors has the corporate power and authority to make, deliver and perform the Credit Documents to which it is a party and has taken all necessary corporate action to authorize the execution, delivery and performance of such Credit Documents. No consent or authorization of, or filing with, any Person (including, without limitation, any governmental authority), is required in connection with the execution, delivery or performance by the Borrower or its Subsidiary Guarantors, or the validity or enforceability against the Borrower or its Subsidiary Guarantors, of the Credit Documents, other than such consents, authorizations or filings which have been made or obtained.

Section 5.3. Enforceable Obligations.

This Agreement has been duly executed and delivered, and each other Credit Document will be duly executed and delivered, by the respective Consolidated Companies, as applicable, and this Agreement constitutes, and each other Credit Document when executed and delivered will constitute, legal, valid and binding obligations of the Consolidated Companies executing the same, enforceable against such Consolidated Companies in accordance with their respective terms.

Section 5.4. No Legal Bar.
The execution, delivery and performance by the Consolidated Companies of the Credit Documents do not violate their respective articles or certificates of incorporation, bylaws or other organizational or governing documents, or any Requirement of Law, or any applicable judgment, court order, administrative agency order, or cause a breach or default under any of their respective Material Contractual Obligations.

Section 5.5. No Material Litigation.
Except as set forth on Schedule 5.5., no litigation, investigation or proceeding of or before any court, tribunal, arbitrator or governmental authority is pending or, to the knowledge of any Executive Officer of the Borrower, threatened by or against any of the Consolidated Companies, or against any of their respective Properties or revenues, existing or future (a) with respect to any Credit Document, or any of the transactions contemplated hereby or thereby, or (b) which, if adversely determined, is reasonably likely to have a Materially Adverse Effect.

Section 5.6. Investment Company Act, Etc.
Neither of the Consolidated Companies is an "investment company" or a company "controlled" by an "investment company" (as each of the quoted terms is defined or used in the Investment Company Act of 1940, as amended). None of the Consolidated Companies is subject to regulation under the Public Utility Holding Company Act of 1935, the Federal Power Act, or any foreign, federal or local statute or regulation limiting its ability to incur Indebtedness for Money Borrowed, guarantee such indebtedness, or pledge its assets to secure such indebtedness, as contemplated hereby or by any other Credit Document.

Section 5.7. Margin Regulations.
No part of the proceeds of any of the Loans will be used for any purpose which violates, or which would be inconsistent or not in compliance with, the provisions of the applicable Margin Regulations.

Section 5.8. Compliance With Environmental Laws.
(a) The Consolidated Companies have received no notices of claims or potential liability under, and are in compliance with, all applicable Environmental Laws, where such claims and liabilities under, and failures to comply with, such statutes, regulations, rules, ordinances, laws or licenses, is reasonably likely to result in penalties, fines, claims or other liabilities to the Consolidated Companies in amounts that would have a Materially Adverse Effect, either individually or in the aggregate (including any such penalties, fines, claims, or liabilities relating to the matters set forth on Schedule 5.8.(a)), except as set forth on Schedule 5.8.(a)).

(b) Except as set forth on Schedule 5.8.(b), none of the Consolidated Companies has received any notice of violation, or notice of any action, either judicial or administrative, from any governmental authority (whether United States or foreign) relating to the actual or alleged violation of any Environmental Law, including, without limitation any notice of any actual or alleged spill, leak, or other release of any Hazardous Substance, waste or hazardous waste by any Consolidated Company or its employees or agents, or as to the existence of any continuation on any Properties owned by any Consolidated Company, where any such violation, spill, leak, release or contamination is reasonably likely to result in penalties, fines, claims or other liabilities to the Consolidated Companies in amounts that would have a Materially Adverse Effect, either individually or in the aggregate.

(c) Except as set forth on Schedule 5.8.(c), the Consolidated Companies have obtained all necessary governmental permits, licenses and approvals for the operations conducted on their respective Properties, including without limitation, all required material permits, licenses and approvals for (i) the emission of air pollutants or contaminants, (ii) the treatment or pretreatment and discharge of waste water or storm water, (iii) the treatment, storage, disposal or generation of hazardous wastes, (iv) the withdrawal and usage of ground water or surface water, and (v) the disposal of solid wastes, in any such case where the failure to have such license, permit or approval is reasonably likely to have a Materially Adverse Effect.

Section 5.9. Insurance.

The Consolidated Companies currently maintain insurance with respect to their respective Properties and businesses, with financially sound and reputable insurers, having coverages against losses or damages of the kinds customarily insured against by reputable companies in the same or similar businesses, such insurance being in amounts no less than those amounts which are customary for such companies under similar circumstances. The Consolidated Companies have paid all material amounts of insurance premiums now due and owing with respect to such insurance policies and coverages, and such policies and coverages are in full force and effect.

Section 5.10. No Default.
None of the Consolidated Companies is in default under or with respect to any Contractual Obligation in any respect which has had or is reasonably likely to have a Materially Adverse Effect.

Section 5.11. No Burdensome Restrictions.
Except as set forth on Schedule 5.11., none of the Consolidated Companies is a party to or bound by any Contractual Obligation or Requirement of Law or any provision of its respective articles or certificates of incorporation, bylaws, or other organizational or governing documents which has had or is reasonably likely to have a Materially Adverse Effect.

Section 5.12. Taxes.
The Consolidated Companies have filed all Federal tax returns and, to the knowledge of any Executive Officer of the Borrower, the Consolidated Companies have filed all other tax returns which are required to have been filed in any jurisdiction; the Consolidated Companies have paid all taxes shown to be due and payable on such Federal returns and other returns and all other taxes, assessments, fees and other charges payable by them, in each case, to the extent the same have become due and payable and before they have become delinquent, except for the filing of any such returns or the payment of any taxes, assessments, fees and other charges the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which any Consolidated Company has set aside on its books reserves (segregated to the extent required by GAAP) deemed by it in good faith to be adequate. The Borrower has not received written notice of any proposed material tax assessment with respect to Federal income taxes against any of the Consolidated Companies nor does any Executive Officer of the Borrower know of any material Federal income tax liability on the part of the Consolidated Companies other than any such assessment or liability which is adequately reserved for on the books of the Consolidated Companies in accordance with GAAP.

Section 5.13. Subsidiaries.
Except as disclosed on Schedule 5.13., Borrower has no other Subsidiaries and neither Borrower nor any Subsidiary is a joint venture partner or general partner in any partnership. Schedule 5.13. may be updated from time to time by the Borrower by giving written notice thereof to the Administrative Agent.

Section 5.14. Financial Statements.
Borrower has furnished to the Administrative Agent and the Lenders the audited consolidated balance sheets as of the Consolidated Companies and the related consolidated statements of income, shareholders' equity and cash flows for the fiscal year ending July 31, 1998, including the related notes. The foregoing financial statements fairly present in all material respects the consolidated financial condition of the Consolidated Companies as of the date thereof and results of operations for such period in conformity with GAAP consistently applied. The Consolidated Companies taken as a whole did not have any material contingent obligations, contingent liabilities, or material liabilities for known taxes, long-term leases or unusual forward or long-term commitments required to be reflected in the foregoing financial statements or the notes thereto that are not so reflected. Since July 31, 1998, there have been no changes with respect to the Consolidated Companies which has had or is reasonably likely to have a Materially Adverse Effect.

Section 5.15. ERISA.
Except as disclosed on Schedule 5.15:

(a) Identification of Plans. None of the Consolidated Companies nor any of their respective ERISA Affiliates maintains or contributes to, or has during the past seven years maintained or

contributed to, any Plan that is subject to Title IV of ERISA;

(b) Compliance. Each Plan maintained by the Consolidated Companies has at all times been maintained, by their terms and in operation, in compliance with all applicable laws, and the Consolidated Companies are subject to no tax or penalty with respect to any Plan of such Consolidated Company or any ERISA Affiliate thereof, including without limitation, any tax or penalty under Title I or Title IV of ERISA or under Chapter 43 of the Tax Code, or any tax or penalty resulting from a loss of deduction under Sections 162, 404, or 419 of the Tax Code, where the failure to comply with such laws, and such taxes and penalties, together with all other liabilities referred to in this Section 5.15. (taken as a whole), would in the aggregate have a Materially Adverse Effect;

(c) Liabilities. The Consolidated Companies are subject to no liabilities (including withdrawal liabilities) with respect to any Plans of such Consolidated Companies or any of their ERISA Affiliates, including without limitation, any liabilities arising from Titles I or IV of ERISA, other than obligations to fund benefits under an ongoing Plan and to pay current contributions, expenses and premiums with respect to such Plans, where such liabilities, together with all other liabilities referred to in this Section 5.15. (taken as a whole), would in the aggregate have a Materially Adverse Effect;

(d) Funding. The Consolidated Companies and, with respect to any Plan which is subject to Title IV of ERISA, each of their respective ERISA Affiliates, have made full and timely payment of all amounts (A) required to be contributed under the terms of each Plan and applicable law, and (B) required to be paid as expenses (including PBGC or other premiums) of each Plan, where the failure to pay such amounts (when taken as a whole, including any penalties attributable to such amounts) would have a Materially Adverse Effect. No Plan subject to Title IV of ERISA has an "amount of unfunded benefit liabilities" (as defined in Section 4001(a)(18) of ERISA), determined as if such Plan terminated on any date on which this representation and warranty is deemed made, in any amount which, together with all other liabilities referred to in this Section 5.15. (taken as a whole), would have a Materially Adverse Effect if such amount were then due and payable. The Consolidated Companies are subject to no liabilities with respect to post-retirement medical benefits in any amounts which, together with all other liabilities referred to in this Section 5.15. (taken as a whole), would have a Materially Adverse Effect if such amounts were then due and payable.

Section 5.16. Patents, Trademarks, Licenses, Etc.
Except as set forth on Schedule 5.16., (i) the Consolidated Companies have obtained and hold in full force and effect all material governmental authorizations, consents, approvals, patents, trademarks, service marks, franchises, trade names, copyrights, licenses and other such rights, free from burdensome restrictions, which are necessary for the operation of their respective businesses as presently conducted, and (ii) to the best of Borrower's knowledge, no product, process, method, service or other item presently sold by or employed by any Consolidated Company in connection with such business infringes any patents, trademark, service mark, franchise, trade name, copyright, license or other right owned by any other Person and there is not presently pending, or to the knowledge of Borrower, threatened, any claim or litigation against or affecting any Consolidated Company contesting such Person's right to sell or use any such product, process, method, substance or other item where the result of such failure to obtain and hold such benefits or such infringement would have a Materially Adverse Effect.

Section 5.17. Ownership of Property; Liens.
Except as set forth on Schedule 5.17., (i) each Consolidated Company has good and marketable fee simple title to or a valid leasehold interest in all of its real property and good title to all of its other Property, as such Properties are reflected in the consolidated balance sheet of the Consolidated Companies as of July 31, 1998, except where the failure to hold such title, leasehold interest, or possession would not have a Materially Adverse Effect, other than Properties disposed of in the ordinary course of business since such date or as otherwise permitted by the terms of this Agreement, subject to no Lien or title defect of any kind, except Liens permitted by Section 7.2. and (ii) the Consolidated Companies enjoy peaceful and undisturbed possession under all of their respective leases.

Section 5.18. Indebtedness.
Other than as described on Schedule 5.18. herein, and as of the date hereof, the Consolidated Companies, on a consolidated basis, are not obligors (singularly or in the aggregate) in respect of any Indebtedness for Borrowed Money in excess of $75,000,000 including any commitment to create or incur any Indebtedness for Borrowed Money.

Section 5.19. Financial Condition.
On the Closing Date and after giving effect to the transactions contemplated by this Agreement and the other Credit Documents, the Property of each Consolidated Company at fair valuation and based on their present fair saleable value will exceed such Consolidated Company's debts, including contingent liabilities, (ii) the remaining capital of such Consolidated Company will not be unreasonably small to conduct such Consolidated Company's business, and (iii) such Consolidated Company will not have incurred debts, or have intended to incur debts, beyond the Consolidated Company's ability to pay such debts as they mature. For purposes of this Section 5.19., "debt" means any liability on a claim, and "claim" means (a) the right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, or (b) the right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Section 5.20. Labor Matters.
Except as set forth in Schedule 5.20., the Consolidated Companies have experienced no strikes, labor disputes, slow downs or work stoppages due to labor disagreements which is reasonably likely to have, a Materially Adverse Effect, and, to the best knowledge of the Executive Officers of the Borrower, there are no such strikes, disputes, slow downs or work stoppages threatened against any Consolidated Company except as disclosed in writing to the Administrative Agent. The hours worked and payment made to employees of the Consolidated Companies have not been in violation in any material respect of the Fair Labor Standards Act or any other applicable law dealing with such matters, and all payments due from the Consolidated Companies, or for which any claim may be made against the Consolidated Companies, on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as liabilities on the books of the Consolidated Companies, in each case where the failure to comply with such laws or to pay or accrue such liabilities is reasonably likely to have a Materially Adverse Effect.

Section 5.21. Payment or Dividend Restrictions.
Except as described on Schedule 5.21., none of the Consolidated Companies is party to or subject to any agreement or understanding restricting or limiting the payment of any dividends or other distributions by any such Consolidated Company.

Section 5.22. Disclosure.
(a) Neither this Agreement nor any financial statements delivered to the Lenders nor in the most recent version of any other document, certificate or written statement furnished to the Lenders by or on behalf of any Consolidated Company in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading, it being understood that the representation set forth in this Section 5.22.(a) shall not apply to any forward looking statements, any financial projections or other pro forma financial information.

(b) The financial projections and other pro forma financial information contained in the information referred to in subsection (a) above were based on good faith estimates and assumptions believed by the applicable Consolidated Companies to be reasonable at the time made and at the time furnished to the Administrative Agent and/or any Lender, it being recognized by the Lenders that such projections and other pro forma financial information as to future events such projections and other pro forma financial information may differ from the projected results for such period or periods.

Section 5.23. Notice of Violations.

The Borrower has not received notice, and no Consolidated Company has received notice, that it is in violation of any Requirement of Law, judgment, court order, rule, or regulation that would be expected to have a Materially Adverse Effect.

Section 5.24. Filings.
The Borrower has filed all reports and statements required to be filed with the Securities and Exchange Commission. As of their respective dates, the reports and statements referred to above complied in all material respects with all rules and regulations promulgated by the Securities and Exchange Commission and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 5.25.
Borrower is not aware of any facts or circumstances (not disclosed in writing to Administrative Agent) concerning the acquisition of Logan's Roadhouse, Inc. which will cause an Event of Default or which will have a Material Adverse Effect upon the Consolidated Companies.

ARTICLE 6. AFFIRMATIVE COVENANTS
So long as any Commitment remains in effect hereunder or any Note shall remain unpaid, Borrower will:

Section 6.1. Corporate Existence, Etc.
Preserve and maintain, and cause each of the Consolidated Companies to preserve and maintain, its corporate existence (except as otherwise permitted pursuant to Section 7.3.), its material rights, franchises, and licenses, and its material patents and copyrights (for the scheduled duration thereof), trademarks, trade names, service marks, and other intellectual property rights, necessary or desirable in the normal conduct of its business, and its qualification to do business as a foreign corporation in all jurisdictions where it conducts business or other activities making such qualification necessary, where the failure to be so qualified is reasonably likely to have a Materially Adverse Effect.

Section 6.2. Compliance with Laws, Etc.
Comply, and cause each Consolidated Company to comply, with all Requirements of Law (including, without limitation, the Environmental Laws) and all Contractual Obligations applicable to or binding on any of them where the failure to comply with such Requirements of Law and Contractual Obligations is reasonably likely to have a Materially Adverse Effect.

Section 6.3. Payment of Taxes and Claims, Etc.
File and cause each Consolidated Company to file all Federal, state, local and foreign tax returns that are required to be filed by each of them and pay all taxes that have become due pursuant to such returns or pursuant to any assessment in respect thereof received by any Consolidated Company; and each Consolidated Company will pay or cause to be paid all other taxes, assessments, fees and other governmental charges and levies which, to the knowledge of any of the Executive Officers of any Consolidated Company, are due and payable before the same become delinquent, except any such taxes and assessments as are being contested in good faith by appropriate and timely proceedings and as to which adequate reserves have been established in accordance with GAAP.
Section 6.4. Keeping of Books.
Keep, and cause each Consolidated Company to keep, proper books of record and account, containing complete and accurate entries of all their respective financial and business transactions.

Section 6.5. Visitation, Inspection, Etc.
Permit, and cause each Consolidated Company to permit, any representative of the Administrative Agent or any Lender, at the Administrative Agent's or such Lender's expense, to visit and inspect any of its Property, to examine its books and records and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with its officers, all at such reasonable times and as often as the Administrative Agent or such Lender may reasonably request after reasonable prior notice to Borrower; provided, however, that at any time following the occurrence and during the continuance of a Default or an Event of Default, no prior notice to Borrower shall be required.

Section 6.6. Insurance; Maintenance of Properties.

(a) Maintain or cause to be maintained with financially sound and reputable insurers, insurance with respect to its Properties and business, and the Properties and business of the Consolidated Companies, against loss or damage of the kinds customarily insured against by reputable companies in the same or similar businesses, such insurance to be of such types and in such amounts and subject to such deductibles and self-insurance programs as the Borrower in its judgment deems reasonable; provided, however, that in any event Borrower shall use its best efforts to maintain, or cause to be maintained, insurance in amounts and with coverages not materially less favorable to any Consolidated Company as in effect on the date of this Agreement, except where the costs of maintaining such insurance would, in the reasonable judgment of the Borrower, be excessive.

(b) Cause, and cause each of the Consolidated Companies to cause, all Properties used or useful in the conduct of its business to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and cause to be made all necessary repairs, renewals, replacements, settlements and improvements thereof, all as in the reasonable judgment of Borrower may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section shall prevent Borrower from discontinuing the operation or maintenance of any such Properties if such discontinuance is, in the reasonable judgment of Borrower, desirable in the conduct of its business or the business of any Consolidated Company.

(c) Cause a summary, set forth in format and detail reasonably acceptable to the Administrative Agent, of the types and amounts of insurance (property and liability) maintained by the Consolidated Companies to be delivered to the Administrative Agent on or before thirty (30) days after the Closing Date.

Section 6.7. Financial Reports.
The Borrower will furnish to the Administrative Agent and each Lender:

(a) Within forty-five (45) days after the end of each of the first three quarter-annual periods of each Fiscal Year (and, in any event, in each case as soon as prepared), the quarterly Financial Report of the Borrower as of the end of that period, prepared on a consolidated and consolidating basis and accompanied by a certificate, dated the date of furnishing, signed by a Financial Officer of the Borrower to the effect that such Financial Report accurately presents in all material respects the consolidated and consolidating financial condition of the Consolidated Companies and that such Financial Report has been prepared in accordance with GAAP consistently applied (subject to year end adjustments), except that such Financial Report need not be accompanied by notes.

(b) Within ninety (90) days after the end of each Fiscal Year (and, in any event, as soon as available), the annual Financial Report of the Borrower (with accompanying notes) for that Fiscal Year prepared on a consolidated and consolidating basis (which Financial Report shall be reported on by the Borrower's independent certified public accountants, such report to state that such Financial Report fairly presents in all material respects the consolidated and consolidating financial condition and results of operation of the Consolidated Companies in accordance with GAAP and to be without any material qualifications or exceptions). The audit opinion in respect of the consolidated Financial Report shall be the unqualified opinion of one of the nationally recognized "Big Five" firms of independent certified public accountants.

(c) Within forty-five (45) days after the end of each of its first three quarterly accounting periods and within ninety (90) days after the end of each Fiscal Year, a statement certified as true and correct by a Financial Officer of the Borrower, substantially in the form of Exhibit I hereto, with back-up material setting forth in reasonable detail such calculations attached thereto and stating whether any Default or Event of Default has occurred and is continuing, and if a Default or Event of Default has occurred and is continuing, stating the Borrower's intentions with respect thereto;

(d) Within forty-five (45) days after the end of each of its quarterly accounting periods (including the year end quarterly

period), a statement certified as true and correct by a Financial Officer of the Borrower setting forth the calculation of the Financial Requirements under Section 7.1. as of the last day of such quarterly accounting period.

(e) Promptly upon the filing thereof or otherwise becoming available, copies of all financial statements, annual, quarterly and special reports (including, without limitation, Borrower's 8-K, 10-K, and 10-Q reports), proxy statements and notices sent or made available generally by Borrower to its public security holders, of all regular and periodic reports and all registration statements and prospectuses, if any, filed by any of them with any securities exchange or with the Securities and Exchange Commission, and of all press releases and other statements made available generally to the public containing Material developments in the business or financial condition of Borrower and the other Consolidated Companies.

(f) As soon possible and in any event within thirty (30) days after the Borrower or any Consolidated Company knows or has reason to know that any "Reportable Event" (as defined in Section 4043(b) of ERISA) with respect to any Plan has occurred (other than such a Reportable Event for which the PBGC has waived the 30-day notice requirement under Section 4043(a) of ERISA) and such Reportable Event involves a matter that has had, or is reasonably likely to have, a Materially Adverse Effect, a statement of a Financial Officer of the applicable Consolidated Company setting forth details as to such Reportable Event and the action which the applicable Consolidated Company proposes to take with respect thereto, together with a copy of the notice of such Reportable Event given to the PBGC if a copy of such notice is available to the applicable Consolidated Company.

(g) With reasonable promptness, such other information relating to the Borrower's performance of this Agreement or its financial condition as may reasonably be requested from time to time by the Administrative Agent.

(h) Concurrently with the furnishing of the annual consolidated Financial Report required pursuant to Section 6.7.(b) hereof, furnish or cause to be furnished to Administrative Agent and each Lender a certificate of compliance in a form reasonably satisfactory to Administrative Agent prepared by one of the nationally recognized "Big Five" accounting firms stating that in making the examination necessary for their audit, they have obtained no knowledge of any Default or Event of Default, or if they have obtained such knowledge, disclosing the nature, details, and period of existence of such event.

Section 6.8. Notices Under Certain Other Indebtedness.
Immediately upon its receipt thereof, Borrower shall furnish the Administrative Agent a copy of any notice received by it or any other Consolidated Company from the holder(s) of Indebtedness (or from any trustee, agent, attorney, or other party acting on behalf of such holder(s)) in an amount which, in the aggregate, exceeds $10,000,000.00 where such notice states or claims (i) the existence or occurrence of any default or event of default with respect to such Indebtedness under the terms of any indenture, loan or credit agreement, debenture, note, or other document evidencing or governing such Indebtedness, or (ii) the existence or occurrence of any event or condition which requires or permits holder(s) of any Indebtedness of the Consolidated Companies to exercise rights under any Change in Control Provision.

Section 6.9. Notice of Litigation.
The Borrower shall notify the Administrative Agent of any actions, suits or proceedings instituted by any Person against the Consolidated Companies where the uninsured portion of the money damages sought (which shall include any deductible amount to be paid by the Borrower or any Consolidated Company) is singularly or in the aggregate in excess of $10,000,000.00 or which is reasonably likely to have a Materially Adverse Effect. Said notice is to be given along with the quarterly and annual reports required by Section 6.7. hereof, and is to specify the amount of damages being claimed or other relief being sought, the nature of the claim, the Person instituting the action, suit or proceeding, and any other significant features of the claim.

Section 6.10. Subsidiary Guarantees.
(a) The Borrower shall cause each Subsidiary except for Excluded Subsidiaries to execute and deliver on or before the Closing Date

a Subsidiary Guarantee in substantially the same form as set forth in Exhibit J. The delivery of such documents shall be accompanied by such other documents as the Administrative Agent may reasonably request (e.g., certificates of incorporation, articles of incorporation and bylaws, membership operating agreements, opinion letters and appropriate resolutions of the Board of Directors of any such Subsidiary Guarantor).

(b) The Borrower shall cause each Subsidiary following the Closing Date to execute and deliver Subsidiary Guarantees. The delivery of such documents shall be accompanied by such other documents as the Administrative Agent may reasonably request (e.g., certificates of incorporation, articles of incorporation and bylaws, membership operating agreements, opinion letters and appropriate resolutions of the Board of Directors of any such Subsidiary Guarantor).

(c) Notwithstanding the provisions of Subsection (b) of this Section 6.10, in the event Borrower (or a Subsidiary) shall create or acquire a Subsidiary after the Closing Date, and Borrower is desirous that such Subsidiary be an Excluded Subsidiary, Borrower shall notify Administrative Agent of such request in writing. Administrative Agent, with the consent of Required Lenders, may consent (in their sole discretion) to a Subsidiary being an Excluded Subsidiary.

Section 6.11. Existing Business.
Remain and cause each Consolidated Company to remain engaged in business of the same general nature and type as conducted on the Closing Date.

Section 6.12. ERISA information and Compliance.
Comply and cause each Consolidated Company to comply with ERISA and all other applicable laws governing any pension or profit sharing plan or arrangement to which any Consolidated Company is a party. The Borrower shall provide and shall cause each Consolidated Company to provide Administrative Agent with notice of any "reportable event" or "prohibited transaction" or the imposition of a "withdrawal liability" within the meaning of ERISA.

ARTICLE 7. NEGATIVE COVENANTS
So long as any Commitment remains in effect hereunder or any Note shall remain unpaid:

Section 7.1. Financial Requirements.
The Borrower shall not:

(i) Leverage Ratio. Suffer or permit, as of the last day of any fiscal quarter, the ratio of Total Funded Debt to Total Capitalization (all on a consolidated basis) to be more than .40 to 1.0, as calculated for the most recently concluded quarter and including the immediately three (3) preceding fiscal quarters.

(ii) Total Funded Debt to Consolidated EBITDA. Permit, as of the last day of any fiscal quarter, the ratio of Total Funded Debt to Consolidated EBITDA to be greater than 2.0 to 1.0, as calculated for the most recently concluded quarter and including the immediately three (3) preceding fiscal quarters.

(iii) Interest Coverage Ratio. Suffer or permit, as of the last day of any fiscal quarter, its Interest Coverage Ratio to be less than 3.0 to 1.0, as calculated for the most recently concluded quarter and including the immediately three (3) preceding fiscal quarters.

Section 7.2. Liens.
The Borrower will not, and will not permit any Consolidated Company to, create, assume or suffer to exist any Lien upon any of their respective Properties whether now owned or hereafter acquired; provided, however, that this Section 7.2. shall not apply to the following:

(a) any Lien for taxes not yet due or taxes or assessments or other governmental charges which are being actively contested in good faith by appropriate proceedings and as to which adequate reserves have been established in accordance with GAAP;

(b) any customary Liens, pledges or deposits in connection with worker's compensation, unemployment insurance, or social security, or deposits incidental to the conduct of the business of any Consolidated Company or the ownership of any of their Properties

which were not incurred in connection with the borrowing of money or the obtaining of advances or credit and which do not in the aggregate Materially detract from the value of their Properties or Materially impair the use thereof in the operation of their businesses;

(c) any customary Liens to secure the performance of tenders, statutory obligations, surety and appeal bonds, and similar obligations and as to which adequate reserves have been established in accordance with GAAP;

(d) any Lien incurred in connection with Purchase Money Indebtedness and placed upon any Property at the time of its acquisition (or within 60 days thereafter) by any Consolidated Company to secure all or a portion of the purchase price therefor, provided that the aggregate amount of Indebtedness secured by such purchase money Liens must never exceed an amount equal to Fifty Million Dollars ($50,000,000), and provided, that any such Lien shall not encumber any other Properties of any Consolidated Company;

(e) statutory Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings and as to which adequate reserves have been established in accordance with GAAP;

(f) Liens consisting of encumbrances in the nature of zoning restrictions, easements, rights and restrictions of record on the use of real property on the date of the acquisition thereof and statutory Liens of landlords and lessors which in any case do not materially detract from the value of such real property or impair the use thereof;

(g) any Lien in favor of the United States of America or any department or agency thereof, or in favor of any state government or political subdivision thereof, or in favor of a prime contractor under a government contract of the United States, or of any state government or any political subdivision thereof, and, in each case, resulting from acceptance of partial, progress, advance or other payments in the ordinary course of business under government contracts of the United States, or of any state government or any political subdivision thereof, or subcontracts thereunder;
(h) any Lien existing on the date hereof and disclosed on the consolidated Financial Reports of Borrower; and

(i) statutory Liens arising under ERISA created in the ordinary course of business for amounts not yet due and as to which adequate reserves have been established in accordance with GAAP.

Section 7.3. Merger and Sale of Assets.
The Borrower will not, without the prior written consent of the Required Lenders, merge or consolidate with any other corporation or sell, lease or transfer or otherwise dispose of all or, during the term of this Agreement, a substantial part of its Property (for purposes of this Section 7.3., "substantial" means Property sold, leased, transferred or otherwise disposed of other than in the ordinary course of business with a book value aggregating an amount greater than 7.5% of the aggregate book value of the Borrower and all Consolidated Companies determined on the date of such sale, lease, transfer or disposition), to any Person, nor shall the Borrower permit any Consolidated Company to take any of the above actions; provided that notwithstanding any of the foregoing limitations, if no Default or Event of Default shall then exist or immediately thereafter will exist, Consolidated Companies may take the following actions (none of which shall be included in calculating the percentage in the immediately preceding parenthetical):

(a) Any Consolidated Company may merge or consolidate with (i) the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or (ii) any one or more other Subsidiaries provided that either the continuing or surviving corporation shall remain a Consolidated Company;

(b) Any Consolidated Company may sell, lease, transfer or otherwise dispose of any of its assets to (i) the Borrower, or (ii) any other Consolidated Company; and

(c) Any Consolidated Company may merge or consolidate with any

other corporation as long as such Consolidated Company is the surviving corporation.

Section 7.4. Transactions with Affiliates.
The Borrower will not, and will not permit any Consolidated Company to, enter into or be a party to any transaction or arrangement with any Affiliate (including, without limitation, the purchase from, sale to or exchange of property with, or the rendering of any service by or for, any Affiliates), except in the ordinary course of and pursuant to the reasonable requirements of such Consolidated Company's business and upon fair and reasonable terms no less favorable to such Consolidated Company than such party would obtain in a comparable arm's-length transaction with a Person other than an Affiliate.
Section 7.5. Nature of Business.
The Borrower will not, and will not permit any Consolidated Company to, engage in any business if, as a result, the general nature of the business, taken on a consolidated basis, which would then be engaged in by any Consolidated Company would be fundamentally changed from the general nature of the business engaged in by the Consolidated Companies on the date of this Agreement.

Section 7.6. Regulations G, T, U and X.
The Borrower will not nor will it permit any Consolidated Company to take any action that would result in any non-compliance of the Advances made hereunder with Regulations G, T, U and X of the Board of Governors of the Federal Reserve System.

Section 7.7. ERISA Compliance.
The Borrower will not, and will not permit any Consolidated Company to, incur any material "accumulated funding deficiency" within the meaning of Section 302(a)(2) of ERISA, or any material liability under Section 4062 of ERISA to the Pension Benefit Guaranty Corporation ("PBGC") established thereunder in connection with any Plan.

Section 7.8. Investments, Loans, and Advances.
The Borrower will not, and will not permit any Consolidated Company to, make or permit to remain outstanding any loans or advances to or investments in any Person or to an Excluded Subsidiary, except that, subject to all other provisions of this Section 7.8., the foregoing restriction shall not apply to:

(a) investments in direct obligations of the United States of America or any agency thereof having maturities of less than one year;

(b) investments in commercial paper maturing within one year from the date of creation thereof of the highest credit rating of a Rating Agency;

(c) investments in bankers' acceptances and certificates of deposit having maturities of less than one year issued by commercial banks in the United States of America having capital and surplus in excess of $50,000,000;

(d) the endorsement of negotiable or similar instruments in the ordinary course of business;

(e) investments in direct obligations of any political subdivisions of the United States of America or any State of the United States of America having a debt rating from Standard and Poor's Corporation or Moody's Investors Services, Inc. of AA or better;
(f) any other investments with a maturity of less than one year and having a credit rating of "AI/PI" or "AA" (or their equivalent) from S & P or Moody's, or upon the discontinuance of either or both of such services, any other nationally recognized rating service;

(g) investments in money market funds so long as the entire investment therein is fully insured or so long as the fund is a fund operated by a commercial bank of the type specified in (c) above or in a brokerage account with a broker reasonably acceptable to Administrative Agent;

(h) investments in stock of any existing Subsidiary;

(i) investments in stock or assets, or any combination thereof, of any Subsidiary created or acquired after the Closing Date;

(j) investments received in settlement of debt created in the ordinary course of business; and

(k) loans, advances to, or investments in any Person (including an Excluded Subsidiary) which in the aggregate do not exceed $25,000,000.

Section 7.9. Sales and Leasebacks.
Except for transfers and leases which are allowed under the provisions of Section 7.3., the Borrower will not, and will not permit any Consolidated Company to, enter into any arrangement, directly or indirectly, with any Person by which any Consolidated Entity shall sell or transfer any Property, whether now owned or hereafter acquired, and by which any Consolidated Entity shall then or thereafter rent or lease as lessee such Property or any part thereof or other Property that such Consolidated Entity intends to use for substantially the same purpose or purposes as the Property sold or transferred.

Section 7.10. Guaranties.
The Borrower shall not, and will not permit any Consolidated Company to, enter into any Guaranty, except that, subject to all other provisions of this Article, the foregoing restriction shall not apply to:

(a) Subsidiary Guaranties;

(b) Guaranties executed by one Consolidated Company in favor of or to another Consolidated Company for the obligations of another Consolidated Company;

(c) endorsements of instruments for deposit or collection in the ordinary course of business; and

(d) such other Guaranties that do not cause a breach or violation of Financial Requirements set forth in Section 7.1.

Section 7.11. Limitation on Total Funded Debt.
The Borrower will not permit any Consolidated Company to incur or suffer to exist Total Funded Debt which violates the Financial Requirements of Section 7.1.

ARTICLE 8. EVENTS OF DEFAULT
Upon the occurrence and during the continuance of any of the following specified events (each an "Event of Default"):

Section 8.1. Payments.
Borrower shall fail to make promptly when due (including, without limitation, by mandatory prepayment) any principal payment with respect to the Loans, or Borrower shall fail to make any payment of interest, fee or other amount payable hereunder within five (5) Business Days of the due date thereof.

Section 8.2. Covenants Without Notice.
Borrower shall fail to observe or perform any covenant or agreement contained in Sections 6.1., 6.2., 6.3., 6.5., 6.7., 6.8., 6.9., 6.10., 6.11., 6.12., 7.1., 7.2., 7.3., 7.6., 7.7., 7.8., 7.9., and 7.10. herein.

Section 8.3. Other Covenants.
Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement, other than those referred to in Sections 8.1. and 8.2., and such failure shall remain unremedied for 30 days after the earlier of (i) an Executive Officer or Financial Officer of the Borrower obtaining knowledge thereof, or (ii) written notice thereof shall have been given to Borrower by Administrative Agent or any Lender;

Section 8.4. Representations.
Any representation or warranty made or deemed to be made by Borrower or any other Consolidated Company or by any of its officers under this Agreement or any other Credit Document (including the Schedules attached thereto), or any certificate or other document submitted to the Administrative Agent or the Lenders by any such Person pursuant to the terms of this Agreement or any other Credit Document, shall be incorrect in any material respect when made or deemed to be made or submitted;

Section 8.5. Non-Payments of Other Indebtedness.
Any Consolidated Company shall fail to make when due (whether at

stated maturity, by acceleration, on demand or otherwise, and after giving effect to any applicable grace period) any payment of principal of or interest on any Indebtedness (other than the Obligations) exceeding $10,000,000 individually or in the aggregate;

Section 8.6. Defaults Under Other Agreements.

Any Consolidated Company shall fail to observe or perform within any applicable grace period any covenants or agreements contained in any agreements or instruments relating to any of its Indebtedness exceeding $10,000,000 individually or in the aggregate, or any other event shall occur if the effect of such failure or other event is to accelerate, or to permit the holder of such Indebtedness or any other Person to accelerate, the maturity of such Indebtedness; or any such Indebtedness shall be required to be prepaid (other than by a regularly scheduled required prepayment) in whole or in part prior to its stated maturity;

Section 8.7. Bankruptcy.

Any Consolidated Company shall commence a voluntary case concerning itself under the Bankruptcy Code or applicable foreign bankruptcy laws; or an involuntary case for bankruptcy is commenced against any Consolidated Company and the petition is not converted within 10 days, or is not dismissed within 60 days, after commencement of the case, or a custodian (as defined in the Bankruptcy Code) or similar official under applicable foreign bankruptcy laws is appointed for, or takes charge of, all or any substantial part of the Property of any Consolidated Company; or any Consolidated Company commences proceedings of its own bankruptcy or to be granted a suspension of payments or any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction, whether now or hereafter in effect, relating to any Consolidated Company or there is commenced against any Consolidated Company any such proceeding which remains undismissed for a period of 60 days; or any Consolidated Company is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or any Consolidated Company suffers any appointment of any custodian or the like for it or any substantial part of its Property to continue undischarged or unstayed for a period of 60 days; or any Consolidated Company makes a general assignment for the benefit of creditors; or any Consolidated Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or any Consolidated Company shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or any Consolidated Company shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate action is taken by any Consolidated Company for the purpose of effecting any of the foregoing;

Section 8.8. ERISA.

A Plan of a Consolidated Company or a Plan subject to Title IV of ERISA of any of its ERISA Affiliates:

(i) shall fail to be funded in accordance with the minimum funding standard required by applicable law, the terms of such Plan, Section 412 of the Tax Code or Section 302 of ERISA for any plan year or a waiver of such standard is sought or granted with respect to such Plan under applicable law, the terms of such Plan or Section 412 of the Tax Code or Section 303 of ERISA; or

(ii) is being, or has been, terminated or the subject of termination proceedings under applicable law or the terms of such Plan; or

(iii) shall require a Consolidated Company to provide security under applicable law, the terms of such Plan, Section 401 or 412 of the Tax Code or Section 306 or 307 of ERISA; or

(iv) results in a liability to a Consolidated Company under applicable law, the terms of such Plan, or Title IV of ERISA; and there shall result from any such failure, waiver, termination or other event a liability to the PBGC or a Plan that would have a Materially Adverse Effect.

Section 8.9. Money Judgment.

Judgments or orders for the payment of money in excess of $10,000,000 (which is not covered by insurance) individually or in the aggregate or otherwise having a Materially Adverse Effect shall be rendered against Borrower or any other Consolidated Company and

such judgment or order shall continue unsatisfied (in the case of a money judgment) and in effect for a period of 30 days during which execution shall not be effectively stayed or deferred (whether by action of a court, by agreement or otherwise);

Section 8.10. Ownership of Credit Parties.
If Borrower ceases to own all of the Voting Stock of any Subsidiary Guarantor.

Section 8.11. Change In Control of Borrower.
Any "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Exchange Act) shall become the "beneficial owner(s)" (as defined in Rule 13d-3) of more than thirty percent (30%) of the shares of the outstanding common stock of Borrower entitled to vote for members of Borrower's board of directors, or (b) any event or condition shall occur or exist which, pursuant to the terms of any change of control provision, requires or permits the holder(s) of Indebtedness of any Consolidated Company which individually or in the aggregate is equal to or exceeds $10,000,000 to require that such Indebtedness be redeemed, repurchased, defeased, prepaid, or repaid, in whole or in part, or the maturity of such Indebtedness to be accelerated in any respect.

Section 8.12. Default Under Other Credit Documents.
There shall exist or occur any "Event of Default" as provided under the terms of any Credit Document, or any Credit Document ceases to be in full force and effect or the validity or enforceability thereof is disaffirmed by or on behalf of Borrower or any other Consolidated Company, or at any time it is or becomes unlawful for Borrower or any other Consolidated Company to perform or comply with its obligations under any Credit Document, or the obligations of Borrower or any other Consolidated Company, any Credit Document are not or cease to be legal, valid and binding on Borrower or any such Consolidated Company.

Then, and in any such event, and at any time thereafter if any Event of Default shall then be continuing, the Administrative Agent may, and upon the written or telex request of the Required Lenders, shall, by written notice to Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent, any Lender or the holder of any Note to enforce its claims against Borrower or any Subsidiary Guarantor: (i) declare all Commitments terminated, whereupon the Commitments of each Lender shall terminate immediately and any Facility Fee shall forthwith become due and payable without any other notice of any kind; (ii) declare the principal of and any accrued interest on the Loans, and all other Obligations owing hereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; provided, that, if an Event of Default specified in Section 8.7. shall occur, no notice shall be required before those matters set forth herein and in subpart (i) above shall be effective; (iii) may exercise all remedies under any Subsidiary Guarantee; and (iv) may exercise any other rights or remedies available under the Credit Documents, at law or in equity.

ARTICLE 9. THE AGENT

Section 9.1. Appointment of Administrative Agent.
Each Lender hereby designates SunTrust as Administrative Agent to administer all matters concerning the Loans and to act as herein specified. Each Lender hereby irrevocably authorizes, and each holder of any Note by the acceptance of a Note shall be deemed irrevocably to authorize, the Administrative Agent to take such actions on its behalf under the provisions of this Agreement, the other Credit Documents, and all other instruments and agreements referred to herein or therein, and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Administrative Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Administrative Agent may perform any of its duties hereunder by or through its agents or employees. The provisions of this Section 9.1. are solely for the benefit of Administrative Agent and Lenders, and the Borrower shall not have rights as a third party beneficiary of any provisions hereof.

Section 9.2. Nature of Duties of Administrative Agent.
The Administrative Agent shall have no duties or responsibilities except those expressly set forth in this Agreement and the other Credit Documents. Neither the Administrative Agent nor any of its

respective officers, directors, employees or agents shall be liable for any action taken or omitted by it as such hereunder or in connection herewith, unless caused by its or their gross negligence or willful misconduct. The duties of the Administrative Agent shall be ministerial and administrative in nature; the Administrative Agent shall not have by reason of this Agreement a fiduciary relationship in respect of any Lender; and nothing in this Agreement, express or implied is intended to or shall be so construed as to impose upon the Administrative Agent any obligations in respect of this Agreement or the other Credit Documents except as expressly set forth herein.

Section 9.3. Lack of Reliance on the Administrative Agent.
(a) Independently and without reliance upon the Administrative Agent, each Lender, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Consolidated Companies in connection with the taking or not taking of any action in connection herewith, and (ii) its own appraisal of the creditworthiness of the Consolidated Companies, and, except as expressly provided in this Agreement, the Administrative Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter.

(b) The Administrative Agent shall not be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, collectibility, priority or sufficiency of this Agreement, the Notes, the Subsidiary Guaranties, or any other documents contemplated hereby or thereby, or the financial condition of the Consolidated Companies, or be required to make any inquiry concurring either the performance or observance of any of the terms, provisions or conditions of this Agreement, the Notes, the Subsidiary Guaranties, or the other documents contemplated hereby or thereby, or the financial condition of the Consolidated Companies, or the existence or possible existence of any Default or Event of Default.

Section 9.4. Certain Rights of the Administrative Agent.
If the Administrative Agent shall request instructions from the Required Lenders with respect to any action or actions (including the failure to act) in connection with this Agreement, the Administrative Agent shall be entitled to refrain from such act or taking such act, unless and until the Administrative Agent shall have received instructions from the Required Lenders; and the Administrative Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent's acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders.

Section 9.5. Reliance by Administrative Agent.
The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cable gram, radiogram, order or other documentary, teletransmission or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. The Administrative Agent may consult with legal counsel (including counsel for any Consolidated Company), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

Section 9.6. Indemnification of Administrative Agent.
To the extent the Administrative Agent is not reimbursed and indemnified by the Consolidated Companies, each Lender will reimburse and indemnify the Administrative Agent, ratably according to the respective amounts of the Loans outstanding under all Facilities (or if no amounts are outstanding, ratably in accordance with the Total Commitments), in either case, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, including counsel fees and disbursements) or disbursements of any suits, costs, expenses (in kind or nature

whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in performing its duties hereunder, in any way relating to or arising out of this Agreement or the other Credit Documents; provided that no Lender shall be liable to the Administrative Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct.

Section 9.7. The Administrative Agent in its Individual Capacity.
With respect to its obligation to lend under this Agreement, the Loans made by it and the Notes issued to it, the Administrative Agent shall have the same rights and powers hereunder as any other Lender or holder of a Note and may exercise the same as though it were not performing the duties specified herein; and the terms "Lenders", "Required Lenders" "holders of Notes", or any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity. The Administrative Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust, financial, advisory, or other business with the Consolidated Companies or any Affiliate of the Consolidated Companies as if it were not performing the duties specified herein, and may accept fees and other consideration from the Consolidated Companies for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

Section 9.8. Holders of Notes.
The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof shall have been filed with the Administrative Agent. Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee or assignee of such Note or of any Note or Notes issued in exchange therefor.

Section 9.9. Successor Administrative Agent.
(a) The Administrative Agent may resign at any time by giving written notice thereof to the Lenders and Borrower and may be removed at any time with or without cause by the Required Lenders; provided, however, the Administrative Agent may not resign or be removed until a successor Administrative Agent has been appointed and shall have accepted such appointment. Upon any such resignation or removal, the Required Lenders shall have the right to appoint a successor Administrative Agent subject to Borrower's prior written approval. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Required Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent subject to Borrower's prior written approval, which shall be a bank which maintains an office in the United States, or a commercial bank organized under the laws of the United States of America or any State thereof, or any Affiliate of such bank, having a combined capital and surplus of at least $100,000,000. In the event that the Administrative Agent is no longer a Lender hereunder, the Administrative Agent shall promptly resign as Administrative Agent.

(b) Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Article 9. shall inure to its benefit as to any actions taken or omitted to be taken by it while it was an Administrative Agent under this Agreement.

ARTICLE 10. MISCELLANEOUS

Section 10.1. Notices.
All notices, requests and other communications to any party hereunder shall be in writing (including bank wire, telex, telecopy or similar teletransmission or writing) and shall be given to such party at its address or applicable teletransmission number set

forth on the signature pages hereof, or such other address or applicable teletransmission number as such party may hereafter specify by notice to the Administrative Agent and Borrower. Each such notice, request or other communication shall be effective (i) if given by telex, when such telex is transmitted to the telex number specified in this Section and the appropriate answerback is received, (ii) if given by mall, three (3) Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by telecopy, when such telecopy is transmitted to the telecopy number specified in this Section and the appropriate confirmation is received, or (iv) if given by any other means (including, without limitation, by air courier), when delivered or received at the address specified in this Section provided that notices to the Administrative Agent shall not be effective until received.

Section 10.2. Amendments, Etc.
No amendment or waiver of any provision of this Agreement or the other Credit Documents, nor consent to any departure by any Consolidated Company therefrom, shall in any event be effective under the same shall be in writing and signed by the Required Lenders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that no amendment, waiver or consent shall, unless in writing and signed by all the Lenders, do any of the following: (i) waive any of the conditions specified in Section 4.1. or 4.2., (ii) increase the Commitments or other contractual obligations to Borrower under this Agreement, (iii) reduce the principal of, or interest on, the Notes or any fees hereunder, (iv) postpone any date fixed for the payment in respect of principal of, or interest on, the Notes or any fees hereunder, (v) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Notes, or the number or identity of Lenders which shall be required for the Lenders or any of them to take any action hereunder, (vi) modify the definition of "Required Lenders," (vii) reduce any obligation owed under or release any Subsidiary Guarantee (except as required under Section 6.10.(c)), or (viii) modify this Section 10.2. Notwithstanding the foregoing, no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required hereinabove to take such action, affect the rights or duties of the Administrative Agent under this Agreement or under any other Credit Document.

Section 10.3. No Waiver; Remedies Cumulative.
No failure or delay on the part of the Administrative Agent, any Lender or any holder of a Note in exercising any right or remedy hereunder or under any other Credit Document, and no course of dealing between any Consolidated Company and the Administrative Agent, any Lender or the holder of any Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder or thereunder. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the Administrative Agent, any Lender, or the holder of any Note would otherwise have. No notice to or demand on any Consolidated Company not required hereunder or under any other Credit Document in any case shall entitle any Consolidated Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent, the Lenders, or the holder of any Note to any other or further action in any circumstances without notice or demand.

Section 10.4. Payment of Expenses, Etc.
Borrower shall:
(i) whether or not the transactions hereby contemplated are consummated, pay all reasonable, out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of, preservation of rights under, enforcement of, and, after a Default or Event of Default or, upon the request of the Borrower, refinancing, renegotiation or restructuring of, this Agreement and the other Credit Documents and the documents and instruments referred to therein, and any amendment, waiver or consent relating thereto (including, without limitation, the reasonable fees actually incurred and disbursements of counsel for the Administrative Agent), and in the case of enforcement of this Agreement or any Credit Document after an Event of Default, all such reasonable, out-of-pocket costs and expenses (including, without limitation, the reasonable fees actually incurred and reasonable disbursements and charges of counsel), for

any of the Lenders;

(ii) subject, in the case of certain Taxes, to the applicable provisions of Section 3.8.(b), pay and hold each of the Lenders harmless from and against any and all present and future stamp, documentary, and other similar Taxes with respect to this Agreement, the Notes and any other Credit Documents, any collateral described therein, or any payments due thereunder, and hold each Lender harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such Taxes; and

(iii) indemnify the Administrative Agent and each Lender, and their respective officers, directors, employees, representatives and agents from, and hold each of them harmless against, any and all costs, losses, liabilities, claims, damages or expenses incurred by any of them (whether or not any of them is designated a party thereto) (an "Indemnitee") arising out of or by reason of any investigation, litigation or other proceeding related to any actual or proposed use of the proceeds of any of the Loans or any Consolidated Company entering into and performing of the Agreement, the Notes, or the other Credit Documents, including, without limitation, the reasonable fees actually incurred and disbursements of counsel incurred in connection with any such investigation, litigation or other proceeding, provided, however, Borrower shall not be obligated to indemnify, any Indemnitee for any of the foregoing arising out of such Indemnitee's gross negligence or willful misconduct;

(iv) without limiting the Indemnities set forth in subsection (iii) above, indemnify each Indemnitee for any and all expenses and costs (including without limitation, remedial, removal, response, abatement, cleanup, investigative, closure and monitoring costs), losses, claims (including claims for contribution or indemnity and including the cost of investigating or defending any claim and whether or not such claim is ultimately defeated, and whether such claim arose before, during or after any Consolidated Company's ownership, operation, possession or control of its business, Property or facilities or before, on, or after the date hereof, and including also any amounts paid incidental to any compromise or settlement by the Indemnitee or Indemnitees to the holders of any such claim), lawsuits, liabilities, obligations, actions, judgments, suits, disbursements, encumbrances, liens, damages (including without limitation damages for contamination or destruction of natural resources), penalties and fines of any kind or nature whatsoever (including without limitation in all cases the reasonable fees actually incurred, other charges and disbursements of counsel in connection therewith) incurred, suffered or sustained by that Indemnitee based upon, arising under or relating to Environmental Laws based on, arising out of or relating to in whole or in part, the existence or exercise of any rights or remedies by any Indemnitee under this Agreement, any other Credit Document or any related documents.

If and to the extent that the obligations of Borrower under this Section 10.4. are unenforceable for any reason, Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

Section 10.5. Right of Setoff.

In addition to and not in limitation of all rights of offset that any Lender or other holder of a Note may have under applicable law, each Lender or other holder of a Note shall, upon the occurrence and during the continuation of any Event of Default and whether or not such Lender or such holder has made any demand or any obligations under the Credit Documents have matured, have the right to appropriate and apply to the payment of any obligations hereunder and under the other Credit Documents, all deposits of any Consolidated Company (general or special, time or demand, provisional or final) then or thereafter held by and other indebtedness or Property then or thereafter owing by such Lender or other holder to any Consolidated Company, whether or not related to this Agreement or any transaction hereunder.

Section 10.6. Benefit of Agreement; Assignments and Participations.

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, provided that Borrower may not assign or transfer any of its interest hereunder without the prior written consent of the Lenders.

(b) Any Lender may make, carry or transfer Loans at, to or for the account of, any of its branch offices or the office of an Affiliate of such Lender.

(c) Each Lender may assign all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it and the Notes held by it) to any Eligible Assignee; provided, however, that (i) the Administrative Agent and, except during the continuance of a Default or Event of Default, the Borrower must give their prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed) unless such assignment is to an Affiliate of the assigning Lender, (ii) the amount of the Commitments of the assigning Lender subject to each assignment (determined as of the date the assignment and acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than an amount equal to $10,000,000 or greater integral multiplies thereof, and (iii) the parties to each such assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with the Note or Notes subject to such assignment and, unless such assignment is to an Affiliate of such Lender, a processing and recordation fee of $3,500. Borrower shall not be responsible for such processing and recordation fee or any costs or expenses incurred by any Lender or the Administrative Agent in connection with such assignment. Notwithstanding the foregoing, the assigning Lender must retain after the consummation of such Assignment and Acceptance, a minimum amount of Commitments or Loans, as the case may be, of $10,000,000; provided, however, no such minimum amount shall be required with respect to any such assignment made at any time there exists an Event of Default hereunder. From and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least five (5) Business Days after the execution thereof, the assignee thereunder shall be a party hereto and to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement. Within five (5) Business Days after receipt of the notice and the Assignment and Acceptance, Borrower, at its own expense, shall execute and deliver to the Administrative Agent, in exchange for the surrendered Note or Notes, a new Note or Notes to the order of such assignee in a principal amount equal to the applicable Commitments or Loans assumed by it pursuant to such Assignment and Acceptance and new Note or Notes to the assigning Lender in the amount of its retained Commitment or Commitments or amount of its retained Loans. Such new Note or Notes shall be in aggregate and a principal amount equal to the aggregate principal amount of such surrendered Note or Notes, shall be dated the date of the surrendered Note or Notes which they replace, and shall otherwise be in substantially the form attached hereto.

(d) Each Lender may, without the consent of the Borrower, sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments in the Loans owing to it and the Notes held by it), provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating bank or other entity shall not be entitled to the benefit (except through its selling Lender) of the cost protection provisions contained in Article 4. of this Agreement, and (iv) Borrower and the Administrative Agent and other Lenders shall continue to deal solely and directly with each Lender in connection with such Lender's rights and obligations under this Agreement and the other Credit Documents, and such Lender shall retain the sole right to enforce the obligations of Borrower relating to the Loans and to approve any amendment, modification or waiver of any provisions of this Agreement. Any Lender selling a participation hereunder shall provide prompt written notice to Administrative Agent of the name of such participant.

(e) Any Lender or participant may, in connection with the assignment or participation or proposed assignment or participation, pursuant to this Section, disclose to the assignee or participant or proposed assignee or participant any information relating to Borrower or the other Consolidated Companies furnished to such Lender by or on behalf of Borrower or any other Consolidated Company. With respect to any disclosure of confidential, non-public, proprietary information, such proposed assignee or participant shall agree to use the information only for

the purpose of making any necessary credit judgments with respect to this credit facility and not to use the information in any manner prohibited by any law, including without limitation, the securities laws of the United States. The proposed participant or assignee shall agree not to disclose any of such information except as permitted by Section 10.15. hereof. The proposed participant or assignee shall further agree to return all documents or other written material and copies thereof received from any Lender, the Administrative Agent or Borrower relating to such confidential information unless otherwise properly disposed of by such entity.

(f) Any Lender may at any time assign all or any portion of its rights under this Agreement and the Notes issued to it to a Federal Reserve Bank; provided that no such assignment shall release the Lender from any of its obligations hereunder.

(g) If (i) any Taxes referred to in Section 3.8.(b) have been levied or imposed so as to require withholdings and reductions by the Borrower and payment by the Borrower of additional amounts to any Lender as a result thereof, (ii) or any Lender shall make demand for payment of any material additional amounts as compensation for increased costs pursuant to Section 3.11., or for its reduced rate of return pursuant to Section 4.16., or (iii) any Lender shall decline to consent to a modification or waiver of the terms of this Agreement or the other Credit Documents requested by Borrower, then and in such event, upon request from the Borrower delivered to such Lender and the Administrative Agent, such Lender shall assign, in accordance with the provisions of Section 10.6.(c), all of its rights and obligations under this Agreement and the other Credit Documents to another Lender or an Eligible Assignee selected by the Borrower and consented to by the Administrative Agent in consideration for the payment by such assignee to the Lender of the principal of and interest on the outstanding Loans accrued to the date of such assignment and the assumption of such Lender's Total Commitment, together with any and all other amounts owing to such Lender under any provisions of this Agreement or the other Credit Documents accrued to the date of such assignment.

Section 10.7. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.
(a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND UNDER THE NOTES SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF TENNESSEE.
(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER COURT DOCUMENT, MAY BE BROUGHT IN ANY FEDERAL OR STATE COURT LOCATED IN DAVIDSON COUNTY, TENNESSEE, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, BORROWER HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS.
(c) THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY, AND BORROWER HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(d) nothing herein shall affect the right of the Administrative Agent, any Lender, any holder of a Note or any Consolidated Company to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Borrower in any other jurisdiction.

Section 10.8. Independent Nature of Lenders' Rights.
The amounts payable at any time hereunder to each Lender shall be a separate and independent debt, and each Lender shall be entitled to protect and enforce its rights pursuant to this Agreement and its Notes, and it shall not be necessary for any other Lender to be joined as an additional party in any proceeding for such purpose.

Section 10.9. Counterparts.
This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Section 10.10. Effectiveness; Survival.
(a) This Agreement shall become effective on the date (the "Effective Date") on which all of the parties hereto shall have signed a copy hereof (whether the same or different copies) and shall have delivered the same to the Administrative Agent pursuant

to Section 11.1. or, in the case of the Lenders, shall have given to the Administrative Agent written (which may be delivered by facsimile) or telex notice (actually received) that the same has been signed and mailed to them.

(b) The obligations of Borrower under Sections 3.8.(b), 3.11., 3.13., 3.14., 3.17. and 10.4. hereof shall survive the payment in full of the Notes after the Maturity Date. All representations and warranties made herein, in the certificates, reports, notices, and other documents delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement, the other Credit Documents, and such other agreements and documents, the making of the Loans hereunder, and the execution and delivery of the Notes.

Section 10.11. Severability.
In case any provision in or obligation under this Agreement or any other Credit Documents shall be invalid, illegal or unenforceable, in whole or in part, in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 10.12. Independence of Covenants.
All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitation of, another covenant, shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

Section 10.13. Change in Accounting Principles, Fiscal Year or Tax Laws.
If (i) any preparation of the financial statements referred to in Section 6.7. hereafter occasioned by the promulgation of rules, regulations, pronouncements and opinions by or required by the Financial Accounting Standards Board or the American Institute of Certified Public Accounts (or successors thereto or agencies with similar functions) result in a material change in the method of calculation of financial covenants, standards or terms found in this Agreement, (ii) there is any change in Borrower's fiscal quarter or fiscal year, or (iii) there is a material change in federal tax laws which materially affects any of the Consolidated Companies' ability to comply with the financial covenants, standards or terms found in this Agreement, Borrower and the Required Lenders agree to enter into negotiations in order to amend such provisions so as to equitably reflect such changes with the desired result that the criteria for evaluating any of the Consolidated Companies' financial condition shall be the same after such changes as if such changes had not been made. Unless and until such provisions have been so amended, the provisions of this Agreement shall Govern.

Section 10.14. Headings Descriptive; Entire Agreement.
The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. This Agreement, the other Credit Documents, and the agreements and documents required to be delivered pursuant to the terms of this Agreement constitute the entire agreement among the parties hereto and thereto regarding the subject matters hereof and thereof and supersede all prior agreements, representations and understandings related to such subject matters.

Section 10.15. Disclosure of Confidential Information.
The Administrative Agent and the Lenders agree to use their best efforts to hold in confidence and not disclose any confidential information (other than information (i) which was publicly known from a source other than the Borrower or a Subsidiary, at the time of disclosure (except pursuant to disclosure in connection with this Agreement), (ii) which subsequently becomes publicly known through no act or omission by them, or (iii) which otherwise becomes known to them, other than through disclosure by the Borrower or a Subsidiary or by any other Person whom the Administrative Agent or such Lender has reason to believe disclosed such information in violation of or contrary to the confidentiality requirements or policies of the Borrower or a Subsidiary) delivered or made available by or on behalf of the Borrower or any Subsidiary to them (including without limitation any non-public information obtained pursuant to Section 6.5. or 7.7.) in connection with or pursuant to this Agreement which is proprietary in nature and clearly marked or labeled as being confidential information,

provided that nothing herein shall prevent the Administrative Agent or any Lender from delivery of copies of any financial statements and other documents delivered to the Administrative Agent or such Lender, and disclosing any other information disclosed to the Administrative Agent or such Lender, by or on behalf of the Borrower or any Subsidiary in connection with or pursuant to this Agreement to (i) the Administrative Agent's or such Lender's directors, officers, employees, agents and professional consultants, (ii) any other Lender, (iii) any Person to which such Lender offers to assign its Notes or Commitments or any part thereof (which person agrees to be bound by the provisions of this Section 10.15), (iv) any Person to which such Lender sells or offers to sell a participation in all or any part of its Notes or Commitments (which Person agrees to be bound by the provisions of this Section 10.15), (v) any federal or state regulatory authority having jurisdiction over the Administrative Agent or such Lender, and (vi) any other person to which such delivery or disclosure may be necessary (a) to effect compliance with any law, rule, regulation or order applicable to the Administrative Agent or such Lender, (b) in response to any subpoena or other local process, (c) in connection with any litigation to which the Administrative Agent or such Lender is a party or (d) in order to protect such Lender's investment in its Notes.

Section 10.16. Usury.
The parties to this Agreement intend to conform strictly to applicable usury laws as presently in effect. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America and the State of Tennessee), then, in that event, notwithstanding anything to the contrary in any Loan Document or agreement executed in connection with the indebtedness described herein, Borrower, Administrative Agent, and Lenders agree as follows: (i) the aggregate of all consideration that constitutes interest under applicable law which is contracted for, charged, or received under any of the Loan Documents or agreements, or otherwise in connection with the indebtedness described herein, shall under no circumstance exceed the maximum lawful rate of interest permitted by applicable law, and any excess shall be credited on the indebtedness by the holder thereof (or, if the indebtedness described herein shall have been paid in full, refunded to the Borrower); and (ii) in the event that the maturity of the indebtedness described herein is accelerated as a result of any Event of Default or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount of interest permitted by applicable law, and excess interest, if any, for which this Agreement provides, or otherwise, shall be cancelled automatically as of the date of such acceleration or prepayment and, if previously paid, shall be credited on the indebtedness described herein (or, if the indebtedness shall have been paid in full, refunded to the Borrower).

Section 10.17. Time is of the Essence.
Time is of the essence is interpreting and performing this Agreement and all other Credit Documents.

Section 10.18. Construction
Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or its agents prepared the same, it being agreed that Borrower, Administrative Agent, and Lenders and their respective agents have participated in the preparation hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in Nashville, Tennessee by their duly authorized officers as of the day and year first above written.

BORROWER

CBRL GROUP, INC.

By: /s/ Michael A. Woodhouse

Title: Senior VP/Finance and CFO

Address for notice:

P.O. Box 787
305 Hartman Drive
Lebanon, TN 37088-0787
(615) 443-9399 (fax)

[Signatures Continued on Next Page]

SUNTRUST BANK, NASHVILLE, N.A.,
as Administrative Agent

By: /s/Allen K. Oakley

Title: Managing Director

Address for notice:

201 Fourth Avenue North
Nashville, Tennessee 37219

[Signatures Continued on Next Page]

SUNTRUST BANK, NASHVILLE, N.A.,
As Lender

By: /s/Allen K. Oakley

Title: Managing Director

Address for notice:

201 Fourth Avenue North
Nashville, TN 37219

Payment Office:

201 Fourth Avenue North
Nashville, TN 37219

REVOLVING CREDIT COMMITMENT	$300,000,000.00
TERM LOAN COMMITMENT	$50,000,000.00
APPLICABLE COMMITMENT PERCENTAGE	100%

EXHIBIT A
FORM OF REVOLVING CREDIT NOTE

U.S. $_______________ February ____, 1999
Nashville, Tennessee

FOR VALUE RECEIVED, the undersigned CBRL GROUP, INC., a Tennessee corporation (herein called the "Borrower"), hereby promises to pay to the order of ______________________ a _________________________ (herein together with any subsequent holder hereof, called the "Lender"), for the account of its applicable Lending Office, the lesser of (i) the principal sum of _____________________ AND NO/100 UNITED STATES DOLLARS ($__________) and (ii) the outstanding principal amount of the Advances made by the Lender to the Borrower as Revolving Loans pursuant to the terms of the Credit Agreement, referred to below, on the Maturity Date (as defined in the Credit Agreement). The Borrower likewise promises to pay interest on the outstanding principal amount of each such Advance, at such interest rates, payable at such times, and computed in such manner, as are specified for such Advance in the Credit Agreement in strict accordance with the terms thereof.

The Lender shall record all Advances made pursuant to its Revolving Credit Commitment under the Credit Agreement and all payments of principal of such Advances and, prior to any transfer hereof, shall endorse such Advances and payments on the schedule annexed hereto and made a part hereof, or on any continuation thereof which shall be attached hereto and made a part hereof or on the books and records of the Lender, which endorsement shall constitute prima facie evidence of the accuracy of the information so endorsed; provided, however, that delay or failure of the Lender to make any such endorsement or recordation shall not affect the obligations of the Borrower hereunder or under the Credit Agreement with respect to the Advances evidenced hereby.

Any principal or, to the extent not prohibited by applicable law, interest due under this Revolving Credit Note that is not paid on the due date therefor, whether on the Maturity Date, whether or not resulting from the acceleration of maturity upon the occurrence of an Event of Default, shall bear interest from the date due to payment in full at the rate as provided in Section 3.3 of the Credit Agreement.

All payments of principal and interest shall be made in lawful money of the United States of America in immediately available funds at the Payment Office of the Administrative Agent specified in the Credit Agreement.

This Revolving Credit Note is issued pursuant to, and is one of the Revolving Credit Notes referred to in, the Credit Agreement dated as of February 16, 1999 among the Borrower, SunTrust Bank, Nashville, N.A., individually and as Administrative Agent, and the other lenders set forth on the signature pages thereof (as the same may hereafter be amended, modified or supplemented from time to time, the "Credit Agreement") and each assignee thereof becoming a "Lender" as provided therein, and the Lender is and shall be entitled to all benefits thereof and all Credit Documents executed and delivered to the Lenders or the Administrative Agent in connection therewith. Terms defined in the Credit Agreement are used herein with the same meanings. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

The Borrower agrees to make payments of principal on the Advances outstanding hereunder as Revolving Loans on the dates and in the amounts specified in the Credit Agreement for such Advances in strict accordance with the terms thereof.

This Revolving Credit Note may be prepaid in whole or in part strictly in accordance with the terms and conditions of the Credit Agreement.

In case an Event of Default shall occur and be continuing, the principal of and all accrued interest on this Revolving Credit Note may automatically become, or be declared, due and payable in the manner and with the effect provided in the Credit Agreement. The Borrower agrees to pay, and save the Lender harmless against any liability for the payment of, all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees actually incurred, arising in connection with the enforcement by the Lender

of any of its rights under this Revolving Credit Note or the Credit Agreement.

THIS REVOLVING CREDIT NOTE HAS BEEN EXECUTED AND DELIVERED IN TENNESSEE AND THE RIGHTS AND OBLIGATIONS OF THE LENDER AND THE BORROWER HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF TENNESSEE.

The Borrower expressly waives any presentment, demand, protest or notice in connection with this Revolving Credit Note, now or hereafter required by applicable law. TIME IS OF THE ESSENCE OF THIS REVOLVING CREDIT NOTE.

IN WITNESS WHEREOF, the Borrower has caused this Revolving Credit Note to be executed and delivered by its duly authorized officers as of the date first above written.

CBRL GROUP, INC.

By:

Title:

Revolving Credit Note (cont'd)

ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Amount Of Advance	Interest Rate	Amount of Principal Prepaid	Last Day of Applicable Interest Period	Notation Made By

EXHIBIT B

TO CREDIT AGREEMENT

FORM OF TERM NOTE

$____________________ February ___, 1999
Nashville, Tennessee

FOR VALUE RECEIVED, CBRL GROUP, INC., a [Tennessee] corporation (the "Borrower") promises and agrees to pay to the order of ________________________ (herein together with any subsequent holder hereof, called the "Lender") for the account of the applicable Lending Office in lawful money of the United States of America, the principal sum of ______________________________ ($___________________) on the Maturity Date, together with interest on the principal balance outstanding from time to time hereon computed as provided in the Credit Agreement, through the Maturity Date. Interest for each year shall be computed based upon a 360-day year for the actual number of days elapsed.

This Term Note is issued pursuant to, and is one of the Term Notes referred to in, the Credit Agreement dated as of February 16, 1999 among the Borrower, SunTrust Bank, Nashville, N.A., individually and as Administrative Agent, and the other lenders set forth on the signature pages thereof (as the same may hereafter be amended, modified or supplemented from time to time, the "Credit Agreement") and each assignee thereof becoming a "Lender" as provided therein, and the Lender is and shall be entitled to all benefits thereof and all Credit Documents executed and delivered to the Lenders or the Administrative Agent in connection therewith. Terms defined in the Credit Agreement are used herein with the same meanings. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

Interest shall accrue on all amounts outstanding under this Note at the Term Loan Rate in accordance with Section 3.3 of the Credit Agreement. Borrower promises to pay interest on the outstanding principal amount hereunder, at such interest rates, payable at such times, and computed in such manner, as in accordance with the terms of the Credit Agreement and the terms hereof.

The terms and conditions of any prepayment of this Note shall be governed by the Credit Agreement.

The Borrower agrees to make payments of principal on the Advance outstanding hereunder as Term Loans on the dates and in the amounts specified in the Credit Agreement for such Advances in strict accordance with the terms thereof.

In case an Event of Default shall occur and be continuing, the principal of and all accrued interest on this Term Note may

automatically become, or be declared, due and payable in the manner and with the effect provided in the Credit Agreement. The Borrower agrees to pay, and save the Lender harmless against any liability for the payment of, all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees actually incurred, arising in connection with the enforcement by the Lender of any of its rights under this Term Note or the Credit Agreement.

THIS TERM NOTE HAS BEEN EXECUTED AND DELIVERED IN TENNESSEE AND THE RIGHTS AND OBLIGATIONS OF THE LENDER AND THE BORROWER HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF TENNESSEE.

The Borrower expressly waives any presentment, demand, protest or notice in connection with this Term Note, now or hereafter required by applicable law. TIME IS OF THE ESSENCE OF THIS TERM NOTE.

IN WITNESS WHEREOF, the Borrower has caused this Term Note to be executed and delivered by its duly authorized officers as of the date first above written.

CBRL GROUP, INC.
By:______________________________________
Title:____________________________________

EXHIBIT C
FORM OF SWING LINE NOTE
U.S. $10,000,000 February ____, 1999
Nashville, Tennessee

FOR VALUE RECEIVED, the undersigned CBRL GROUP, INC., a Tennessee corporation (herein called the "Borrower"), hereby promises to pay to the order of ______________________ a _________________________ (herein together with any subsequent holder hereof, called the "Swing Line Lender"), for the account of its applicable Lending Office, the lesser of (i) the principal sum of TEN MILLION AND NO/100 UNITED STATES DOLLARS ($10,000,000) and (ii) the outstanding principal amount of the Advances made by the Lender to the Borrower as a Swing Line Loan pursuant to the terms of the Credit Agreement, referred to below, on the Maturity Date (as defined in the Credit Agreement). The Borrower likewise promises to pay interest on the outstanding principal amount of each such Advance, at such interest rates, payable at such times, and computed in such manner, as are specified for such Advance in the Credit Agreement in strict accordance with the terms thereof.

The Lender shall record all Advances made pursuant to its Swing Line Commitment under the Credit Agreement and all payments of principal of such Advances and, prior to any transfer hereof, shall endorse such Advances and payments on the schedule annexed hereto and made a part hereof, or on any continuation thereof which shall be attached hereto and made a part hereof or on the books and records of the Lender, which endorsement shall constitute prima facie evidence of the accuracy of the information so endorsed; provided, however, that delay or failure of the Lender to make any such endorsement or recordation shall not affect the obligations of the Borrower hereunder or under the Credit Agreement with respect to the Advances evidenced hereby.

Any principal or, to the extent not prohibited by applicable law, interest due under this Swing Line Note that is not paid on the due date therefor, whether on the Maturity Date, whether or not resulting from the acceleration of maturity upon the occurrence of an Event of Default, shall bear interest from the date due to payment in full at the rate as provided in Section 3.3 of the Credit Agreement.

All payments of principal and interest shall be made in lawful money of the United States of America in immediately available funds at the Payment Office of the Administrative Agent specified in the Credit Agreement.

This Swing Line Note is issued pursuant to, and is one of the Revolving Credit Notes referred to in, the Credit Agreement dated as of February 16, 1999 among the Borrower, SunTrust Bank, Nashville, N.A., individually and as Administrative Agent, and the other lenders set forth on the signature pages thereof (as the same may hereafter be amended, modified or supplemented from time to time, the "Credit Agreement") and each assignee thereof becoming a "Lender" as provided therein, and the Lender is and shall be

entitled to all benefits thereof and all Credit Documents executed and delivered to the Lenders or the Administrative Agent in connection therewith. Terms defined in the Credit Agreement are used herein with the same meanings. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

The Borrower agrees to make payments of principal on the Advances outstanding hereunder as a Swing Line Loan on the dates and in the amounts specified in the Credit Agreement for such Advances in strict accordance with the terms thereof.

This Swing Line Note may be prepaid in whole or in part strictly in accordance with the terms and conditions of the Credit Agreement.

In case an Event of Default shall occur and be continuing, the principal of and all accrued interest on this Swing Line Note may automatically become, or be declared, due and payable in the manner and with the effect provided in the Credit Agreement. The Borrower agrees to pay, and save the Lender harmless against any liability for the payment of, all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees actually incurred, arising in connection with the enforcement by the Lender of any of its rights under this Swing Line Note or the Credit Agreement.

THIS SWING LINE NOTE HAS BEEN EXECUTED AND DELIVERED IN TENNESSEE AND THE RIGHTS AND OBLIGATIONS OF THE LENDER AND THE BORROWER HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF TENNESSEE.

The Borrower expressly waives any presentment, demand, protest or notice in connection with this Swing Line Note, now or hereafter required by applicable law. TIME IS OF THE ESSENCE OF THIS SWING LINE NOTE.

IN WITNESS WHEREOF, the Borrower has caused this Swing Line Note to be executed and delivered by its duly authorized officers as of the date first above written.

CBRL GROUP, INC.

By:

Name:
Title:

Swing Line Note (cont'd)

ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Amount Of Advance	Interest Rate	Amount of Principal Prepaid	Last Day of Applicable Interest Period	Notation Made By

EXHIBIT D
FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Assignment Agreement") is dated as of the _____ day of _____________________, (the "Effective Date"), between ___________________________("Assignor")and_______________________ ("Assignee"). The parties hereto agree as follows:

1. PRELIMINARY STATEMENT. The Assignor is a party to a Credit Agreement (which, as amended, modified and/or restated from time to time, is herein called the "Credit Agreement") described in Item 1 of Schedule 1 attached hereto ("Schedule 1"). Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Credit Agreement.

2. ASSIGNMENT AND ASSUMPTION. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases, accepts and assumes from the Assignor, all interest in and to the Assignor's rights and obligations under the Credit Agreement such that after giving effect to such assignment the Assignee shall have purchased pursuant to this Assignment Agreement the Applicable Commitment Percentage specified in Item 3 of Schedule 1 relating to the facilities listed in Item 3 of Schedule 1 and the other Loan Documents (as such term is defined in the Credit Agreement) (herein, the "Loan Documents"). The aggregate Revolving Credit Commitment, Term Loan Commitment and Applicable Commitment Percentage purchased by the Assignee hereunder is set forth in Item 4 of Schedule 1.

3.EFFECTIVE DATE. The effective date of this Assignment Agreement (the "Effective Date") shall be the date set forth in the preamble. As of the Effective Date, (i) the Assignee shall have the rights and obligations of a Lender under the Credit Agreement and related Loan Documents with respect to the rights and obligations assigned to the Assignee hereunder and (ii) the Assignor shall relinquish its rights and be released from its corresponding obligations under the Loan Documents with respect to the rights and obligations assigned to the Assignee hereunder.

4. PAYMENT OBLIGATIONS. On and after the Effective Date, the Assignee shall be entitled to receive from the Administrative Agent all payments of principal, interest and fees with respect to the interest assigned hereby. The Assignee shall advance funds directly to the Administrative Agent with respect to its Revolving Credit Commitment, Term Loan Commitment and Loans and reimbursement payments made on or after the Effective Date with respect to the interest assigned hereby. In the event that either party hereto receives any payment to which the other party hereto is entitled under this Assignment Agreement, then the party receiving such amount shall promptly remit it to the other party hereto.

5. REPRESENTATIONS OF THE ASSIGNOR. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim created by or against the Assignor.

6. REPRESENTATIONS OF THE ASSIGNEE. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements requested by the Assignee and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement, (ii) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (iii) represents that it is acquiring its interest in the Revolving

Credit Commitment, Term Loan Commitment and Loans in connection therewith for its own account for investment purposes and not with a view to further distribution thereof, (iv) agrees that it shall require any proposed assignee to furnish similar representations to the Administrative Agent; (v) represents that it has total assets in excess of $1,000,000,000; (vi) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, (vii) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender, (viii) agrees that its payment instructions and notice instructions are as set forth in the attachment to Schedule 1; and (ix) attaches two duly completed copies of the United States Internal Revenue Service Form 1001 or 4224, as applicable, or successor applicable form, as the case may be, certifying that Assignee is entitled to receive payments under the Credit Agreement, and the other Loan Documents without deduction or withholding of any United States federal income taxes, and of Internal Revenue Service Form W-8 or W-9, as applicable, or successor applicable form, as the case may be, to establish an exemption from United States backup withholding tax.

7. ENTIRE AGREEMENT, ETC.. This Assignment Agreement and the attached Notice of Assignment embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings between the parties hereto relating to the subject matter hereof. The Administrative Agent and the Borrower are third-party beneficiaries of this Assignment Agreement.

8. GOVERNING LAW. This Assignment Agreement shall be governed by the laws of the State of Tennessee.

9. NOTICES. Notices shall be given under this Assignment Agreement in the manner set forth in the Credit Agreement. For the purpose hereof, the addresses of the parties hereto (until notice of a change is delivered) shall be the address set forth in the attachment to Schedule 1.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their duly authorized officers as of the date first above written.

ASSIGNEE:	ASSIGNOR:
By:_____________________	By:_____________________
Title:__________________	Title:__________________

SCHEDULE 1
to Assignment Agreement

1. Description and Date of Credit Agreement:
Credit Agreement dated as of February 16, 1999 by and among CBRL Group, Inc., the Lenders party thereto, and SunTrust Bank, Nashville, N.A., as Administrative Agent

2. Date of Assignment Agreement: ____________, 19____

3. Amounts (As of Date of Item 2 above):

a. Total Commitments (Loans) under Credit Agreement: $________

b. Assignee's Applicable Commitment Percentage purchased under the Assignment Agreement ____________%

4. Assignee's Revolving Credit Commitment and Revolving Credit Loan Amount Purchased hereunder: $____________

5. Assignee's Term Loan Commitment and Term Loan Amount Purchased $____________

6. Effective Date: __________, 19_____

Accepted and Agreed:

ASSIGNEE: ASSIGNOR:

By: ________________________ By:______________________

Title:______________________ Title:___________________

ATTACHMENT TO SCHEDULE 1
TO ASSIGNMENT AGREEMENT
Assignee Notice Information

Notice: Institution ____________________
Address: Name: ____________________
____
____

Payment Instructions: Wire payment to
____
for the account of
_____________________,
Account No. _________
____

Lending Office: _____________________
____

Address of Administrative Agent SunTrust Bank, Nashville, N.A.,
Administrative Agent
201 Fourth Avenue North
Nashville, Tennessee 37219
Attn:__________________________

Wiring Instructions from Assignee to SunTrust Bank, Nashville, N.A., Administrative Agent, Administrative Agent: Wire payment to _________________
For the account of SunTrust Bank, Nashville, N.A. account no. ________________________

ATTACHMENT 1
TO ASSIGNMENT AGREEMENT
NOTICE OF ASSIGNMENT

_______________________, 19______
To: CBRL Group, Inc.
____
____
____
Attn:___________________________

and

SunTrust Bank, Nashville, N.A., Administrative Agent
201 Fourth Avenue, North
Nashville, Tennessee 37219
Attn: ______________________

From: ______________________________ (the "Assignor")
______________________________ (the "Assignee")

(1) We refer to that certain Credit Agreement (the "Credit Agreement") described in Item 1 of Schedule 1 attached hereto ("Schedule 1"). Capitalized terms used herein and not otherwise defined herein or in such consent shall have the meanings attributed to them in the Credit Agreement.

(2) The Assignor and the Assignee have entered into an Assignment and Acceptance, dated as of __________, 19_____ (the "Assignment"), pursuant to which, among other things, the Assignor has sold, assigned, delegated and transferred to the Assignee, and the Assignee has purchased, accepted and assumed from the Assignor the Applicable Commitment Percentage specified in Item 3 of Schedule 1 relating to the facilities listed in Item 3 of Schedule 1, including, without limitation, all of Assignor's interest in the Loans and Commitments related thereto (including without limitation

the Revolving Credit Commitments and Term Loan Commitments).

(3) The Assignee, by signing below, represents to SunTrust Bank, Nashville, N.A., as Administrative Agent ("Administrative Agent") and to the Borrower that Assignee is an "Eligible Assignee" as such term is defined in the Credit Agreement, that the Assignment complies with all provisions of Section 10.6. of the Credit Agreement, and that Assignee is a commercial bank organized under the laws of the United States and has total assets in excess of $1,000,000,000.

(4) Assignee represents to Administrative Agent and Borrower that Assignee is acquiring its interest in the Revolving Credit Commitment, Term Loan Commitments and Loans in connection therewith for its own account for investment purposes and not with a view to further distribution thereof, and agrees that it shall require any proposed assignee to furnish similar representations to the Administrative Agent and the Borrower. By executing this Notice below, Assignee agrees that it shall be deemed to make all representations of a Lender contained in, and shall be bound by all duties and obligations of a Lender contained in the Credit Agreement.

(5) The Assignor and the Assignee hereby give to the Borrower and the Administrative Agent notice of the assignment and delegation referred to herein. The Assignor will confer with the Administrative Agent before the date specified in Item 5 of Schedule 1 to determine if the Assignment Agreement will become effective on such date pursuant to Section 2 hereof, and will confer with the Administrative Agent to determine the Effective Date pursuant to Section 3 hereof if it occurs thereafter. The Assignor shall notify the Administrative Agent if the Assignment Agreement does not become effective on any proposed Effective Date as a result of the failure to satisfy the conditions precedent agreed to by the Assignor and the Assignee. At the request of the Administrative Agent, the Assignor will give the Administrative Agent written confirmation of the satisfaction of the conditions precedent.

(6) If Revolving Credit Notes and Term Notes are outstanding on the Effective Date, the Assignor and the Assignee request and direct that the Administrative Agent prepare and cause the Borrower to execute and deliver new Revolving Credit Notes or Term Notes or, as appropriate, replacement notes, to the Assignee. The Assignor and, if applicable, the Assignee each agree to deliver to the Administrative Agent the original Revolving Credit Notes received by it from the Borrower upon its receipt of new Revolving Credit Notes and Term Notes in the appropriate amount.

(7) The Assignee advises the Administrative Agent that notice and payment instructions are set forth in the Attachment to Schedule 1.

(8) Each party consenting to the Assignment in the space indicated below hereby releases the Assignor from any obligations to it which have been assigned to the Assignee.

ASSIGNOR:	ASSIGNEE:
__________________________	___________________________
By: ______________________	By:________________________
Title:____________________	Title:_____________________

ACKNOWLEDGED BY AND	ACKNOWLEDGED BY AND
CONSENTED TO	CONSENTED TO
SUNTRUST BANK, NASHVILLE, N.A., ADMINISTRATIVE AGENT	CBRL GROUP, INC.
By: __________________________	By:____________________
Title:_________________________	Title:_________________

EXHIBIT E
TO CREDIT AGREEMENT
NOTICE OF BORROWING

Via fax (615)
Attn:
SunTrust Bank, Nashville, N.A., Administrative Agent

201 Fourth Avenue North
Nashville, Tennessee 37219

Date: ________________, __________

Re: Credit Agreement dated February 16, 1999 by and among CBRL GROUP, INC. (the "Borrower"), the Lenders listed therein, and SunTrust Bank, Nashville, N.A., as Administrative Agent (as may be amended from time to time, the "Credit Agreement")

This Notice of Borrowing is made by the Borrower pursuant to Section 3.1.(a)(i) of the Credit Agreement. Capitalized terms not otherwise defined in this Notice of Borrowing have the same meaning as in the Credit Agreement. The individual signing this request certifies that (i) he or she is an individual authorized by the Borrower to submit this Notice of Borrowing to the Administrative Agent pursuant to the Credit Agreement, (ii) the undersigned hereby irrevocably gives notice of and requests, pursuant to Section 3.1.(a)(i) of the Credit Agreement, a Borrowing under the Revolving Loans (the "Proposed Borrowing"), and (iii) the amount of the Proposed Borrowing is available to the Borrower pursuant to the Credit Agreement. The information below is true and correct as of the date of this Notice of Borrowing and relates to the Revolving Loans described in the Credit Agreement and the Proposed Borrowing:

1. Current principal amount outstanding under the Revolving Loans:

$__________________

2. Available Amount [$300,000,000 minus (1)]:

$________________

3. Amount of Proposed Borrowing: _____________________

4. Date of Proposed Borrowing:

5. Will the Proposed Borrowing be a Base Rate Advance?

____

6. Will the Proposed Borrowing be a Eurodollar Advance?

7. If Proposed Borrowing is a Eurodollar Advance, the applicable interest period is __________ month/months with a maturity date of ___________.

Any Notices of Borrowing for Eurodollar Advances must be given three (3) Business Days prior to the Proposed Borrowing. All Notices of Borrowing received after 11:00 A.M. shall be deemed received on the next Business Day.

8. (a) Deposit proceeds of borrowing into the Borrower's account maintained with agent: ____________
(check if applicable)

OR

(b) Wire transfer proceeds of borrowing according to the following instructions:

ABA No. _____________________________
Account No. _________________________
Name of Bank: _______________________
Customer Reference:__________________
Other Information:___________________
____

In connection with the Proposed Borrowing, the undersigned represents on the date hereof and on the date of the Proposed Borrowing (a) it has not obtained knowledge that there exists any Default or Event of Default and (b) all representations and warranties by the Borrower contained in the Credit Agreement are true and correct in all material respects.

Very truly yours,

CBRL GROUP, INC.

By:_____________________________
Title:__________________________

EXHIBIT F
TO CREDIT AGREEMENT
NOTICE OF SWING LINE LOAN

Via fax (615)
Attn: _______________
SunTrust Bank, Nashville, N.A., Administrative Agent
201 Fourth Avenue North
Nashville, Tennessee 37230-5110

Date: ____________, _________

Re: Credit Agreement dated February 16, 1999 by and among CBRL GROUP, INC. (the "Borrower"), the Lenders listed therein, and SunTrust Bank, Nashville, N.A., as Administrative Agent (as may be amended from time to time, the "Credit Agreement")

This Notice of Swing Line Loan is made by the Borrower pursuant to Section 3.1.(a)(i)(ii) of the Credit Agreement. Capitalized terms not otherwise defined in this Notice of Swing Line Loan have the same meaning as in the Credit Agreement. The individual signing this request certifies that (i) he or she is an individual authorized by the Borrower to submit this Notice of Swing Line Loan to the Administrative Agent pursuant to the Credit Agreement, (ii) the undersigned hereby irrevocably gives notice of and requests, pursuant to Section 3.1.(a)(ii) of the Credit Agreement, a Swing Line Loan (the "Proposed Swing Line Loan"), and (iii) the amount of the Proposed Swing Line Loan is available to the Borrower pursuant to the Credit Agreement. The information below is true and correct as of the date of this Notice of Swing Line Loan and relates to the Swing Line Loan described in the Credit Agreement and the Proposed Swing Line Loan:

1. Current principal amount outstanding under the Swing Line Loans:
$_______________
2. Available Amount [$10,000,000 minus (1)]: $________________
3. Amount of proposed Swing Line Loan: __________________
4. Date of proposed Swing Line Loan:__________________

Any Swing Line Loan Notice for Swing Line Rate Advances must be by 11:00 A.M. on a Business Day. Notices received after 11:00 A.M. shall be deemed received on the next Business Day.

8. (a)Deposit proceeds of Swing Line Loan into the borrower's account maintained with agent:

(check if applicable)
OR
(b) Wire transfer proceeds of Swing Line Loan according to the following instructions:

ABA No. _____________________________________
Account No.__________________________________
Name of Bank:________________________________
Customer Reference:__________________________
Other Information:____________________________
____

In connection with the Proposed Swing Line Loan, the undersigned represents on the date hereof and on the date of the Proposed Swing Line Loan (a) it has not obtained knowledge that there exists any Default or Event of Default and (b) all representations and warranties by the Borrower contained in the Credit Agreement are true and correct in all material respects.

Very truly yours,

CBRL GROUP, INC.

By:___________________________
Title:_________________________

EXHIBIT G
CLOSING CERTIFICATE

The undersigned, being the ______________________of CBRL GROUP, INC., a Tennessee corporation (the "Borrower"), hereby gives this certificate to induce SUNTRUST BANK, NASHVILLE, N.A., as

administrative agent for itself and the other Lenders (in such capacity, the "Administrative Agent") and each of the other Lenders, to consummate certain financial accommodations with the Borrower pursuant to the terms of the Credit Agreement dated as of even date herewith (the "Credit Agreement"). Capitalized terms used herein and not defined herein have the same meanings assigned to them in the Credit Agreement.
The undersigned hereby certifies to the Administrative Agent and the Lenders that:

1. In his/her aforesaid capacity as the ______________________ of the Borrower, [he/she] has knowledge of the business and financial affairs of the Borrower sufficient to issue this certificate and is authorized and empowered to issue this certificate for and on behalf of the Borrower.

2. All representations and warranties contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof.

3. After giving effect to the Loans to be made to the Borrower pursuant to the Credit Agreement on the date hereof, no Default or Event of Default has occurred and is continuing.

4. Since the date of the audited financial statements of the Consolidated Companies described in Section 5.14. of the Credit Agreement, there has been no change which has had or is reasonably likely to have a Material Adverse Effect.

5. Except as may be described on Schedule 5.5. of the Credit Agreement, no action or proceeding has been instituted or is pending before any court or other governmental authority, or, to the knowledge of any of the Consolidated Companies, threatened (i) which is reasonably likely to have a Material Adverse Effect, or (ii) seeking to prohibit or restrict one or more Consolidated Companies' ownership or operation of any portion of its businesses or assets, where such portion or portions of such businesses or assets, as the case may be, constitute a material portion of the total businesses or assets of the Consolidated Companies.

6. The Advances to be made on the date hereof are being used solely for the purposes provided in the Credit Agreement, and such Advances and use of proceeds thereof will not contravene, violate or conflict with, or involve the Administrative Agent or any Lender in a violation of, any law, rule, injunction, or regulation, or determination of any court of law or other governmental authority, applicable to the Borrower or any of the Consolidated Companies.

7. The conditions precedent set forth in Sections 4.1. and 4.2. of the Credit Agreement have been or will be satisfied (or have been pursuant to the terms of the Credit Agreement) prior to or concurrently with the making of the Loans under the Credit Agreement on the date hereof.

8. The execution, delivery and performance by any of the Consolidated Companies of the Credit Documents will not violate any Requirement of Law or cause a breach or default under any of their respective Contractual Obligations.

9. The Borrower has the corporate power and authority to make, deliver and perform the Credit Documents to which it is party and has taken all necessary corporate action to authorize the execution, delivery and performance of such Credit Documents. No consents or authorization of, or filing with, any Person (including, without limitation, any governmental authority), is required in connection with the execution, delivery, or performance by the Borrower, or the validity or enforceability against any Borrower, of the Credit Documents, other than such consents, authorizations or filings which have been made or obtained.
IN WITNESS WHEREOF, the undersigned has executed this certificate in his/her aforesaid capacity as of this ____ day of February, 1999.

CBRL GROUP, INC.

By:________________

Title:______________

EXHIBIT I
[FORM OF] COMPLIANCE CERTIFICATE
[Date]

SunTrust Bank, Nashville, N.A., Administrative Agent
201 Fourth Avenue North
Nashville, Tennessee 37219

Ladies and Gentlemen:
The undersigned, CBRL GROUP, INC. (the "Borrower"), refers to the Credit Agreement dated as of February 16, 1999 (as amended, modified, extended or restated from time to time, the "Credit Agreement"), among the Borrower, the financial institutions party thereto as Lenders, and SunTrust Bank, Nashville, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meaning's assigned to such terms in the Credit Agreement.

Pursuant to Section 6.7.(c) of the Credit Agreement, the Borrower hereby certifies that the computations set forth in the Attachment to Compliance Certificate attached hereto are true and accurate computations of the ratios and other items required to be so computed pursuant to the Credit Agreement.

The Borrower further certifies that (i) the Borrower is in compliance with such covenants, (ii) that no Default or Event of Default has occurred and is continuing, (iii) the representations and warranties set forth in Article 5 of the Credit Agreement are true and correct in all Material respects as of the date hereof and (iv) no change has occurred in the financial condition of the Borrower and the Consolidated Companies, taken as a whole, since the Closing Date which has had or is reasonably likely to have a Materially Adverse Effect.

CBRL GROUP, INC.

By:______________________

Title:____________________

ATTACHMENT TO COMPLIANCE CERTIFICATE
This Attachment to Compliance Certificate is made with respect to the Borrower's quarterly accounting period ended ______________.

All capitalized terms used herein and not defined herein have the respective meanings specified in the Credit Agreement.

The undersigned, being a Financial Officer of the Borrower, hereby certifies to the Administrative Agent and the Lenders that set forth below are the computations necessary to determine that the Borrower and the Consolidated Companies are in compliance with Section 7.1. of the Credit Agreement:

S. Section 7.1.(i)/Leverage Ratio. The following amounts shall be determined as of the end of the Borrower's most recently concluded fiscal quarter and including the immediately three (3) preceding fiscal quarters:

1. Total Funded Debt
(see item 6 under subsection B below) $_______________

2. Total Capitalization $_______________

3. Leverage Coverage Ratio
(item (1) divided by item (2)) $_______________

4. Maximum Leverage Ratio pursuant to
Section 7.1.(i) .40 to 1.0 $_______________

T. Section 7.1.(ii) Total Funded Debt to Consolidated EBITDA. The following amounts shall be determined as of the end of the Borrower's fiscal quarter and including the immediately three (3) preceeding fiscal quarters:

1. Indebtedness for Borrowed Money of
Consolidated Companies $________________

2. Capital Lease Obligations of
Consolidated Companies $________________

3. Present value of all minimum lease commitments to make payments with respect to operating leases of the Consolidated Companies $_________________

4. Guarantees of the Consolidated Companies $_________________

5. Redemption Amount with respect to any redeemable preferred stock of any Consolidated Company required to be redeemed within the next 12 months $___________________

6. Total Funded Debt(sum of items (1) through (5)) $____________________

7. Consolidated Net Income (Loss) $____________________

8. Consolidated Income Taxes $____________________

9. Consolidated Interest Expenses $_____________________

10. Consolidated Depreciation and Amortization $___________________

11. Consolidated EBITDA (items 7 through 10) $___________________

12. Total Funded Debt to Consolidated EBITDA Ratio (item (6) divided by item (11)) $___________________

13. Maximum Ratio of Total Funded Debt to Consolidated EBITDA 2.0 to 1.0 required pursuant to Section 7.1.(ii) $____________________

U. Section 7.1(iii) Interest Coverage Ratio. The following amount shall be determined as of the end of the Borrower's most recently concluded fiscal quarter and including the immediately three (3) preceding fiscal quarters:

1. Consolidated EBIT (Section B above item 7 plus items 8 and 9) $__________________

2. Consolidated Interest Expense $__________________

3. Minimum Consolidated EBIT to Consolidated Interest Expense Ratio required pursuant to Section 7.1.(iii) 3.0 to 1.0 $___________________

IN WITNESS WHEREOF, this Attachment to Compliance Certificate is duly executed and delivered this ______ day of ____________, ____.

CBRL GROUP, INC.

By:________________________

Title:_____________________*

*Must be a Financial Officer

EXHIBIT J

FORM OF SUBSIDIARY GUARANTY

THIS SUBSIDIARY GUARANTY (this "Guaranty") is made as of the day of February, 1999 by _____________________ (the "Guarantor") in favor of the Administrative Agent, for the ratable benefit of the Lenders, under the Credit Agreement referred to below;

WITNESSETH:

WHEREAS, CBRL Group, Inc., a Tennessee corporation (the "Borrower"), the lenders listed therein (the "Lenders"), and SunTrust Bank, Nashville, N.A. as Administrative Agent (the "Administrative Agent"), have entered into that certain Credit Agreement dated as of February 16, 1999 (as the same may have been or may hereafter be amended or supplemented from time to time, the "Credit Agreement") providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Lenders to the Borrower;

WHEREAS, it is a requirement of Section 6.10. of the Credit Agreement that each Subsidiary Guarantor shall execute and deliver this Guaranty whereby each Subsidiary Guarantor shall guarantee the payment when due of principal, interest and other amounts that shall be at any time payable by the Borrower under the Credit Agreement, the Notes and the other Credit Documents; and

WHEREAS, in consideration of the financial and other support that the Borrower provided, and such financial and other support as the Borrower may in the future provide, to the Guarantor, the Guarantor is willing to guarantee the obligations of the principal under the Credit Agreement, the Notes, and the other Credit Documents.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 11. Definitions. Terms defined in the Credit Agreement and not otherwise defined herein have, as used herein the respective meanings provided for therein.

SECTION 12. Representations and Warranties. Guarantor represents and warrants (which representations and warranties shall be deemed to have been renewed upon each Borrowing under the Credit Agreement) that:

(a) It (i) is a corporation duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation; (ii) has all requisite power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted, and (iii) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a Materially Adverse Effect.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Guaranty; the execution, delivery and performance of this Guaranty have been duly authorized by all necessary organizational action; and this Guaranty has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(c) Neither the execution and delivery by it of this Guaranty nor compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, organizational documents or any material applicable law or regulation or any order, writ, injunction or decree of any court or governmental authority or agency, or any material Contractual Obligation to which it is a party or by which it is bound or to which it is subject, or constitute a default under any such material Contractual Obligation, or result in the creation or imposition of any Lien upon any of its revenues or assets pursuant to the terms of any such material Contractual Obligation.

SECTION 13. Covenants. Guarantor covenants that so long as any Lender has any Commitment outstanding under the Credit Agreement or any amount payable under the Credit Agreement or any Note shall remain unpaid, that, if necessary, will enable the Borrower to fully comply with those covenants and agreements set forth in the Credit Agreement (including, without limitation, Articles 6 and 7 thereof).

SECTION 14. The Guaranty. Guarantor hereby unconditionally guarantees the full and punctual payment (whether at stated maturity, upon acceleration or otherwise) of the principal of and interest on each Note issued by the Borrower pursuant to the Credit Agreement, and the full and punctual payment of all other amounts payable by the Borrower under the Credit Agreement and the other Credit Documents including, without limitation, the Obligations (all of the foregoing, including without limitation, interest accruing or what would have accrued after the filing of a petition in bankruptcy or other insolvency proceeding, being referred to collectively as the "Guaranteed Obligations"). Upon failure by the Borrower to pay punctually any such amount, Guarantor agrees that it shall forthwith on demand pay the amount not so paid at the place and in the manner specified in the Credit Agreement, the Notes or the relevant Credit Document, as the case may be. Guarantor acknowledges and agrees that this is a guarantee of payment when due, and not of collection, and that this Guaranty may be enforced up to the full amount of the Guaranteed Obligations without proceeding against the Borrower, any other Subsidiary Guarantor, any security for the Guaranteed

Obligations, or against any other Person that may have liability on all or any portion of the Guaranteed Obligations. The Guarantor's obligations under this Guaranty and the obligations of any other Subsidiary Guarantor under a Subsidiary Guaranty, are joint and several.

SECTION 15. Guaranty Unconditional. The obligations of Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Borrower under the Credit Agreement, any Note, or any other Credit Document, by operation of law or otherwise or any obligation of any other guarantor of any of the Obligations;

(ii) any modification or amendment of or supplement to the Credit Agreement, any Note, or any other Credit Document;

(iii) any release, nonperfection or invalidity of any direct or indirect security for any obligation of the Borrower under the Credit Agreement, any Note, any Credit Document, or any obligations of any other guarantor of any of the Obligations;

(iv) any change in the existence, structures or ownership of the Borrower or any other guarantor of any of the Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, or any other guarantor of the Obligations, or its assets or any resulting release or discharge of any obligation of the Borrower, or any other guarantor of any of the Obligations;

(v) the existence of any claim, setoff, or other rights which any Subsidiary Guarantor may have at any time against the Borrower, any other guarantor of any of the Obligations, the Administrative Agent, any Lender or any other Person, whether in connection herewith or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against the Borrower, or any other guarantor of any of the Obligations, for any reason related to the Credit Agreement, any other Credit Document, or any provision of applicable law or regulation purporting to prohibit the payment by the Borrower or any other guarantor of the Obligations, of the principal of or interest on any Note or any other amount payable by the Borrower under the Credit Agreement, the Notes, or any other Credit Document; or

(vii) any other act or omission to act or delay of any kind by the Borrower, any other guarantor of the Obligations, the Administrative Agent, any Lender, or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable, discharge of any Guarantor's obligations hereunder.

SECTION 16. Discharge Only Upon Payment In Full, Reinstatement In Certain Circumstances. Guarantor's obligations hereunder shall remain in full force and effect until all Guaranteed Obligations shall have been paid in full and the Commitments under the Credit Agreement shall have terminated or expired. If at any time any payment of the principal of or interest on any Note or any other amount payable by the Borrower or any other party under the Credit Agreement or any other Credit Document is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

SECTION 17. Waiver of Notice. Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein as well as any requirement that at any time any action be taken by any Person against the Borrower, any other guarantor of the Obligations, or any other Person.

SECTION 18. Judgment Currency.

(a) Guarantor shall pay all amounts due hereunder in U.S. Dollars, and such obligations hereunder to make payments in U.S. Dollars shall not be discharged or satisfied by any tender or recovery pursuant to

any judgment expressed in or converted into any currency other than U.S. Dollars, except to the extent that such tender or recovery results in the effective receipt by the Lenders and the Administrative Agent of the full amount of U.S. Dollars expressed to be payable under this Guaranty or the Credit Agreement. If for the purpose of obtaining or enforcing against Guarantor in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than U.S. Dollars (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in U.S. Dollars, the conversion shall be made, and the currency equivalent determined, in each case, as on the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange between the Judgment Currency Conversion Date and the date of actual payment of the amounts due, the Guarantor covenants and agrees to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to insure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of U.S. Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the currency equivalent for this Section, such amounts shall include any premium and costs payable in connection with the purchase of U.S. Dollars.

(d) The currency equivalent of U.S. Dollars shall mean, with respect to any monetary amount in a currency other than U.S. Dollars, at any time for the determination thereof, the amount of U.S. Dollars obtained by converting such foreign currency involved in such computation into U.S. Dollars at the spot rate for the purchase of U.S. Dollars with the applicable foreign currency as quoted by the Administrative Agent at approximately 11:00 a.m. (Nashville, Tennessee time) on the date of determination thereof specified herein or, if the date of determination thereof is not otherwise specified herein, on the date two (2) Business Days prior to such determination.

SECTION 19. Stay of Acceleration. If acceleration of the time for payment of any amount payable by the Borrower under the Credit Agreement, any Note or any other Credit Document is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of the Credit Agreement, any Note or any other Credit Document shall nonetheless be payable by Guarantor hereunder forthwith on demand by the Administrative Agent made at the request of the Required Lenders.

SECTION 20. Postponement of Subrogation. Guarantor subordinates and agrees not to exercise any rights against Borrower which it may acquire by way of subrogation or contribution, by any payment made hereunder or otherwise, until all the Guaranteed Obligations shall have been irrevocably paid in full. If any amount shall be paid to Guarantor on account of such subrogation or contribution rights at any time when all the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of Lenders and shall forthwith be paid to Lenders to be credited and applied to the Guaranteed Obligations, in accordance with the terms of the Credit Agreement.

SECTION 21. Savings Clause. (a) It is the intent that Guarantor's maximum obligations hereunder shall be, but not in excess of:

(i) in a case or proceeding commenced by or against Guarantor under the Bankruptcy Code on or within one year from the date on which any of the Guaranteed Obligations are incurred, the maximum amount which would not otherwise cause the Guaranteed Obligations (or any other obligations of Guarantor to Lenders) to be avoidable or unenforceable against such Guarantor under (A) Section 548 of the Bankruptcy Code or (B) any state fraudulent transfer or fraudulent conveyance act or statute applied in such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(ii) In a case or proceeding commenced by or against Guarantor under the Bankruptcy Code subsequent to one year from the date on which any of the Guaranteed Obligations are incurred, the maximum amount which would not otherwise cause the Guaranteed Obligations to be avoidable or unenforceable against Guarantor under any state fraudulent

transfer or fraudulent conveyance act or statute applied in any such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(iii) in a case or proceeding commenced by or against Guarantor under any law, statute or regulation other than the Bankruptcy Code (including, without limitation, any other bankruptcy, reorganization, arrangement, moratorium, readjustment of debt, dissolution, liquidation or similar debtor relief laws), the maximum amount which would not otherwise cause the Guaranteed Obligations to be avoidable or unenforceable against Guarantor under such law, statute or regulation including, without limitation, any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding.

(The substantive laws under which the possible avoidance or unenforceability of the Guaranteed Obligations (or any other obligations of Guarantor to Lenders) shall be determined in any such case or proceeding shall hereinafter be referred to as the "Avoidance Provisions").

(b) To the end set forth in Section 11(a), but only to the extent that the Guaranteed Obligations would otherwise be subject to avoidance under the Avoidance Provisions, if Guarantor is not deemed to have received valuable consideration, fair value or reasonably equivalent value for the Guaranteed Obligations, or if the Guaranteed Obligations would render Guarantor insolvent, or leave Guarantor with an unreasonably small capital to conduct its business, or cause Guarantor to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of the Guaranteed Obligations are deemed to have been incurred under the Avoidance Provisions and after giving effect to the contribution by Guarantor, the maximum Guaranteed Obligations for which Guarantor shall be liable hereunder shall be reduced to that amount which, after giving effect thereto, would not cause the Guaranteed Obligations (or any other obligations of Guarantor to Lenders), as so reduced, to be subject to avoidance under the Avoidance Provisions. This Section 11(b) is intended solely to preserve the rights of Lenders hereunder to the maximum extent that would not cause the Guaranteed Obligations of Guarantor to be subject to avoidance under the Avoidance Provisions, and neither the Guarantor nor any other Person shall have any right or claim under this Section 11 as against Lenders that would not otherwise be available to such person under the Avoidance Provisions.

SECTION 22. Notices. All notices, requests and other communications to any party hereunder shall be given or made by telecopier or other writing and telecopied, or mailed or delivered to the intended recipient at its address or telecopier set forth on the signature pages hereof or such other address or telecopy number as such party may hereafter specify for such purpose by notice to the Administrative Agent in accordance with the provisions of Section 10.1. of the Credit Agreement. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by telecopier, or personally delivered or, in the case of a mailed notice sent by certified mail return receipt requested, on the date set forth on the receipt (provided, that any refusal to accept any such notice shall be deemed to be notice thereof as of the time of any such in each case given or addressed as aforesaid.

SECTION 23. No Waivers. No failure or delay by the Administrative Agent or any Lenders in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Guaranty, the Credit Agreement, the Notes, and the other Credit Documents shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 24. Successors and Assigns. This Guaranty is for the benefit of the Administrative Agent and the lenders and their respective successors and permitted assigns and in the event of an assignment of any amounts payable under the Credit Agreement, the Notes, or the other Credit Documents, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Guaranty shall be binding upon Guarantor and its successors and permitted assigns.

SECTION 25. Changes in Writing. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated

orally, but only in writing signed by Guarantor and the Administrative Agent with the consent of the Required Lenders.

SECTION 26. GOVERNING LAW; SUBMISSION TO JURISDICTION WAIVER OF JURY TRIAL. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE. GUARANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE AND OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE AND FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY (INCLUDING, WITHOUT LIMITATION, ANY OF THE OTHER CREDIT DOCUMENTS) OR THE TRANSACTIONS CONTEMPLATED HEREBY. GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. GUARANTOR, AND THE ADMINISTRATIVE AGENT AND THE LENDERS ACCEPTING THIS GUARANTY, HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 27. Taxes, etc. All payments required to be made by Guarantor hereunder shall be made without setoff or counterclaim and free and clear of and without deduction or withholding for or on account of, any present or future taxes, levies, imposts, duties or other charges of whatsoever nature imposed by any government or any political or taxing authority thereof, provided, however, that if Guarantor is required by law to make such deduction or withholding, such Guarantor shall forthwith pay to the Administrative Agent or any Lender, as applicable, such additional amount as results in the net amount received by the Administrative Agent or any Lender as applicable, equaling the full amount which would have been received by the Administrative Agent or any Lender, as applicable, had no such deduction or withholding been made.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed by its authorized officers as of the day and year first above written.

GUARANTOR:

By:_____________________

Title:__________________

ADDRESS FOR NOTICES:

Telecopier No.:_________________

ACCEPTED BY:

SUNTRUST BANK, NASHVILLE, N.A.,
ADMINISTRATIVE AGENT for Lenders

By:_________________________

Title:______________________

EXHIBIT K
CONTINUATION/CONVERSION NOTICE

Via fax __________________
Attn:_____________________
SunTrust Bank, Nashville, N.A., as Administrative Agent
201 Fourth Avenue North
Nashville, Tennessee 37219

Date:_______________, ________

Re: Credit Agreement dated February 16, 1999 by and among CBRL GROUP, INC. (the "Borrower"), the Lenders recited therein, and SunTrust Bank, Nashville, N.A., as Administrative Agent (as may be amended from time to time, the "Credit Agreement")

Capitalized terms not otherwise defined in this Continuation/Conversion Notice have the same meaning as in the Credit Agreement. The individual signing this request certifies that (i) he or she is an individual authorized by the Borrower to submit

Continuation/Conversion Notices to the Administrative Agent pursuant to the Credit Agreement and (ii) the undersigned hereby irrevocably gives notice of and requests, pursuant to Section 3.1.(b) of the Credit Agreement, the continuation or conversion of a Borrowing under the Credit Agreement (the "Continued/Converted Borrowing").

1. IDENTIFICATION OF EXISTING LOAN TO BE CONTINUED/CONVERTED:

	Amount
Base Rate Advance	$________________________
Eurodollar Advance - expiring	$________________________

Continuation/Conversion Requests to convert all or a portion of an outstanding Borrowing consisting of Base Rate Advances into a Borrowing consisting of Eurodollar Advances, or to continue outstanding a Borrowing consisting of Eurodollar Advances for a new Interest Period, must be given at lease three (3) Business Days prior to the proposed Continuation/Conversion. All Continuation/Conversion Notices received after 11:00 A.M. shall be deemed received on the next Business Day.

2. DATE A CONTINUED/CONVERTED ADVANCE IS TO BECOME EFFECTIVE: ________________________

3. (a) INTEREST PERIOD for EURODOLLAR
ADVANCE CONTINUED/CONVERTED BORROWING (indicate one):

____ one (1) month period
____ two (2) month period
____ three (3) month period
____ six (6) month period

(b) MATURITY DATE:_________________

In connection with the Continued/Converted Borrowing the undersigned represents on the date hereof and on the date of the Continued/Converted Borrowing (a) there exist no Default or Event of Default and (b) all representations and warranties by the Borrower contained in the Credit Agreement are true and correct in all material respects.

Very truly yours,

BORROWER:

CBRL GROUP, INC.

By:___________________

Title:________________

Exhibit 10(b)

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (the "Amendment") is dated this the 29th day of July, 1999 by and between CBRL GROUP, INC., a Tennessee corporation ("Borrower") and SUNTRUST BANK, NASHVILLE, N.A., a national banking association as agent (the "Administrative Agent") for the Lenders, as described and defined below.

RECITALS:

A. Borrower, Administrative Agent and the Lenders are parties to a Credit Agreement dated as of February 16, 1999 (as amended or restated from time to time, the "Credit Agreement").

B. SunTrust Bank, Nashville, N.A., Fifth-Third Bank, Hibernia National Bank, First Union National Bank, First American National Bank, Mercantile Bank National Association, The First National Bank of Chicago, Wachovia Bank, N.A. and Union Planters National Bank, presently constitute all the Lenders under the Credit Agreement.

C. The Borrower and the requisite percentage of Required Lenders desire to amend the Credit Agreement as hereinafter provided.

D. Terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

E. Attached hereto as collective Exhibit A are the requisite consents of the Required Lenders, consenting to this Amendment and to the Administrative Agent's execution and delivery of this Amendment on behalf of Lenders.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Section 1.1 of the Credit Agreement concerning "Definitions; Construction" is amended as follows:

The definition of "Applicable Margin" is deleted and the following is substituted in lieu thereof:

"Applicable Margin" shall mean the number of basis points per annum determined in accordance with the table set forth below based upon Borrower's Ratio of Total Funded Debt to Consolidated EBITDAR:

RATIO OF TOTAL FUNDED DEBT TO CONSOLIDATED EBITDAR

TIER ONE	TIER TWO	TIER THREE	TIER FOUR	TIER FIVE	TIER SIX
less than or equal to 0.625	greater than 0.625 but less than or equal to 1.00	greater than 1.00 but less than or equal to 1.50	greater than 1.50 but less than or equal to 1.75	greater than 1.75 but less than or equal to 2.00	greater than 2.00
62.5 Basis points per annum	75.0 basis points per annum	100 basis points per annum	125 basis points per annum	150 basis points per annum	175 basis points per annum

provided, however, that:

(a) The Applicable Margin in effect as of the date of execution and delivery of this Amendment shall be the number of basis points under the heading "Tier Four" as described in the table above and shall remain in effect until November 1, 1999 and at such time the Applicable Margin shall then be the number of basis points under the heading "Tier Five" until such time as the Applicable Margin may be adjusted as hereinafter provided; and

(b) So long as no Default or Event of Default has occurred and is

continuing under this Agreement, adjustments, if any, to the Applicable Margin based on changes in the ratio set forth above shall be made and become effective on the Effective Date set forth in Section 3.6. herein.

The definition of "Commitment Fee Percentage" is deleted and the following is substituted in lieu thereof:

"Commitment Fee Percentage" shall mean the number of basis points per annum determined in accordance with the table set forth below based upon Borrower's Ratio of Total Funded Debt to Consolidated EBITDAR:

RATIO OF TOTAL FUNDED DEBT TO CONSOLIDATED EBITDAR

TIER ONE	TIER TWO	TIER THREE	TIER FOUR	TIER FIVE	TIER SIX
less than or equal to 0.625	greater than 0.625 but less than or equal to 1.00	greater than 1.00 but less than or equal to 1.50	greater than 1.50 but less than or equal to 1.75	greater than 1.75 but less than or equal to 2.00	greater than 2.00
12.5 Basis points per annum	15.0 basis points per annum	20 basis points per annum	25 basis points per annum	37.5 basis points per annum	37.5 basis points per annum

provided, however, that:

(a) The Commitment Fee Percentage in effect as of the date of execution and delivery of this Amendment shall be the number of basis points under the heading "Tier Four" as described in the table above and shall remain in effect until November 1, 1999 and at such time the Commitment Fee Percentage shall be the number of basis points under the heading "Tier Five" until such time as the Commitment Fee Percentage may be adjusted as hereinafter provided; and

(b) So long as no Default or Event of Default has occurred and is continuing under this Agreement, adjustments, if any, to the Commitment Fee Percentage based on changes in the ratio set forth above shall be made and become effective on the Effective Date set forth in Section 3.6. herein.

Definitions for "Consolidated EBITDAR," "Consolidated EBITR" and "Consolidated Rent Expense" are added as follows:

"Consolidated EBITDAR" shall mean, as measured on a consolidated basis over a rolling four fiscal quarter period, the sum of (i) Consolidated Net Income (Loss), plus (ii) consolidated income taxes, plus (iii) Consolidated Interest Expense plus (iv) consolidated depreciation and amortization expense, plus (v) Consolidated Rent Expense

"Consolidated EBITR" shall mean, as measured on a consolidated basis over a rolling four fiscal quarter period, the sum of (i) Consolidated Net Income (Loss), plus (ii) consolidated income taxes, plus (iii) Consolidated Interest Expense, plus Consolidated Rent Expense.

"Consolidated Rent Expense" shall mean, for any fiscal period of Borrower, total rental expenses attributable to Operating Leases of the Consolidated Companies on a consolidated basis.

The definition of "Interest Coverage Ratio" is deleted and the following is substituted in lieu thereof.

"Interest Coverage Ratio" shall mean, at any date of calculation, the ratio of Consolidated EBITR to Consolidated Interest Expense plus Consolidated Rent Expense.

The definition of Letter of Credit Fee Percentage is deleted and the following is substituted in lieu thereof:

"Letter of Credit Fee Percentage" shall mean the number of basis points per annum determined in accordance with the table set forth

below based upon Borrower's Ratio of Total Funded Debt to Consolidated EBITDAR:

RATIO OF TOTAL FUNDED DEBT TO CONSOLIDATED EBITDAR

TIER ONE	TIER TWO	TIER THREE	TIER FOUR	TIER FIVE	TIER SIX
less than or equal to 0.625	greater than 0.625 but less than or equal to 1.00	greater than 1.00 but less than or equal to 1.50	greater than 1.50 but less than or equal to 1.75	greater than 1.75 but less than or equal to 2.00	greater than 2.00
62.5 Basis points per annum	75.0 basis points per annum	100 basis points per annum	125 basis points per annum	150 basis points per annum	175 basis points per annum

(a) The Letter of Credit Fee Percentage in effect as of the date of execution and delivery of this Amendment shall be the number of basis points under the heading "Tier Four" as described in the table above and shall remain in effect until November 1, 1999 and at such time the Letter of Credit Fee Percentage shall then be the number of basis points under the heading "Tier Five" until such time as the Letter of Credit Fee Percentage may be adjusted as hereinafter provided; and

(b) So long as no Default or Event of Default has occurred and is continuing under this Agreement, adjustments, if any, to the Letter of Credit Fee Percentage based on changes in the ratios set forth above shall be made and become effective on the Effective Date set forth in Section 3.6. herein.

The definition of "Total Funded Debt to Consolidated EBITDA" is replaced with the following:

"Total Funded Debt to Consolidated EBITDAR" shall mean that ratio determined in accordance with Section 7.1.(ii) herein.

Section 2. Section 7.1 of the Credit Agreement Concerning "Financial Requirements" is amended by deleting Section 7.1(ii) and the following is substituted in lieu thereof:

(i) Total Funded Debt to Consolidated EBITDAR. Permit, as of the last day of any fiscal quarter, the ratio of Total Funded Debt to Consolidated EBITDAR to be greater than 2.5 to 1.0, as calculated for the most recently concluded quarter and including the immediately three (3) preceding fiscal quarters.

Section 3. In consideration for the Lenders' consent to this Amendment, the Borrower shall pay, concurrently with Administrative Agent's execution hereof, a fee equal to one tenth of one percent of the Total Commitments. Such fee shall be paid to the Administrative Agent for payment to the Lenders in accordance with their Applicable Commitment Percentage.

Section 4. All other documents executed and delivered in connection with the Credit Agreement are hereby amended to the extent necessary to conform to this Amendment. Except as specifically amended herein, the Credit Agreement shall remain unamended and in full force and effect.

Section 5. Borrower represents and warrants that the execution and terms of this Amendment have been duly authorized by all necessary corporate action.

Section 6. This Amendment shall be governed by and construed in accordance with the laws of the State of Tennessee.

Section 7. This Amendment may be executed in one or more counterparts, all of which shall, taken together, constitute one original. The parties agree that facsimile signatures shall be deemed to be and treated as original signatures of such parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Credit Agreement as of the day and date first

set forth above.

CBRL GROUP, INC.

By: /s/Michael A. Woodhouse

Title: /s/Executive Vice President and COO

SUNTRUST BANK, NASHVILLE, N.A., as
Administrative Agent for the Lenders

By: /s/Allen K. Oakley

Title: /s/ Managing Director

Exhibit 10(c)

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (the "Amendment") is dated this the 30th day of September, 1999 by and between CBRL GROUP, INC., a Tennessee corporation ("Borrower") and SUNTRUST BANK, NASHVILLE, N.A., a national banking association as agent (the "Administrative Agent") for the Lenders, as described and defined below.

RECITALS:

A. Borrower, Administrative Agent and the Lenders are parties to a Credit Agreement dated as of February 16, 1999, and as amended by a First Amendment to Credit Agreement dated July 29, 1999 (as amended or restated from time to time, the "Credit Agreement").

B. SunTrust Bank, Nashville, N.A., Fifth-Third Bank, Hibernia National Bank, First Union National Bank, First American National Bank, Mercantile Bank National Association, Bank One, NA (as successors to The First National Bank of Chicago), Wachovia Bank, N.A. and Union Planters National Bank, presently constitute all the Lenders under the Credit Agreement.

C. The Borrower and the requisite percentage of Required Lenders desire to amend the Credit Agreement as hereinafter provided.

D. Terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

E. Attached hereto as collective Exhibit A are the requisite consents of the Required Lenders, consenting to this Amendment and to the Administrative Agent's execution and delivery of this Amendment on behalf of Lenders.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. The Credit Agreement is amended as follows:

(a) As of the date of this Amendment the following Lenders hereby increase their Revolving Credit Commitment in the following amounts:

	Increase
SunTrust Bank, Nashville, N.A.	$10,710,000
Wachovia Bank, N.A.	$10,000,000
Bank One, NA	$ 7,145,000
First Union National Bank	$ 7,145,000
Union Planters Bank, National Association	$ 5,000,000

(b) The Revolving Credit Commitments are increased as of the date of this Amendment from $300,000,000 to $340,000,000. The amount of the total Commitments, the Revolving Credit Commitments and the Applicable Commitment Percentages are amended as follows:

SunTrust Bank, Nashville, N.A.	
Revolving Credit Commitment	$74,995,714.29
Applicable Commitment Percentage	21.98%
Commitment	$85,710,000.00
Wachovia Bank, N.A.	
Revolving Credit Commitment	$70,000,000.00
Applicable Commitment Percentage	20.51%
Commitment	$80,000,000.00
Bank One, NA (successor to The First National Bank of Chicago)	
Revolving Credit Commitment	$50,002,142.86
Applicable Commitment Percentage	14.65%
Commitment	$57,145,000.00
First Union National Bank	
Revolving Credit Commitment	$50,002,142.86
Applicable Commitment Percentage	14.65%
Commitment	$57,145,000.00
Union Planters Bank, National Association	
Revolving Credit Commitment	$26,428,571.43

Applicable Commitment Percentage	7.69%
Commitment	$30,000,000.00
Mercantile Bank, National Association	
Revolving Credit Commitment	$12,857,142.86
Applicable Commitment Percentage	3.85%
Commitment	$15,000,000.00
First American National Bank	
Revolving Credit Commitment	$30,000,000.00
Applicable Commitment Percentage	8.97%
Commitment	$35,000,000.00
Hibernia National Bank	
Revolving Credit Commitment	$12,857,142.86
Applicable Commitment Percentage	3.85%
Commitment	$15,000,000.00
Fifth-Third Bank	
Revolving Credit Commitment	$12,857,142.86
Applicable Commitment Percentage	3.85%
Commitment	$15,000,000.00

(c) Borrower shall execute a First Amended and Restated Revolving Credit Note to each of the Lenders listed in subsection (a) of this Section, in the forms as set forth in collective Exhibit B.

Section 2. In consideration for the increase in the Revolving Credit Commitments, the Borrower shall pay, concurrently with Administrative Agent's execution hereof, a fee equal to three tenths of one percent of the increase of the Revolving Credit Commitments, payable to the Lenders set forth in Section 1(a) of this Amendment. Such fee shall be paid to the Administrative Agent for payment to such Lenders on a Pro Rata basis.

Section 3. All other documents executed and delivered in connection with the Credit Agreement are hereby amended to the extent necessary to conform to this Amendment. Except as specifically amended herein, the Credit Agreement shall remain unamended and in full force and effect.

Section 4. Borrower represents and warrants that the execution and terms of this Amendment have been duly authorized by all necessary corporate action.

Section 5. This Amendment shall be governed by and construed in accordance with the laws of the State of Tennessee.

Section 6. This Amendment may be executed in one or more counterparts, all of which shall, taken together, constitute one original. The parties agree that facsimile signatures shall be deemed to be and treated as original signatures of such parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Credit Agreement as of the day and date first set forth above.

CBRL GROUP, INC.

By: /s/Michael A. Woodhouse
Title: Executive Vice President and COO

SUNTRUST BANK, NASHVILLE, N.A., as
Administrative Agent for the Lenders

By: /s/Allen K. Oakley
Title: Managing Director

Exhibit 10(g)

CBRL GROUP, INC.

AMENDED AND RESTATED STOCK OPTION PLAN

(Formerly, the Cracker Barrel Old Country Store, Inc.
Amended and Restated Stock Option Plan)

Cracker Barrel Old Country Store, Inc. ("Cracker Barrel"), CBRL Acquisition Corp. ("Acquisition Corp.") and CBRL Group, Inc. (the "Company") entered into a Plan of Merger, dated as of October 9, 1998 (the "Plan of Merger") pursuant to which Acquisition Corp., a wholly-owned subsidiary of the Company, was merged with and into Cracker Barrel (the "Merger"). The purpose of the Merger was to create a holding company structure within which Cracker Barrel's business will be conducted as a wholly-owned subsidiary of the Company. At the effective date of the Merger, each share of common stock of Cracker Barrel was converted by operation of law into one share of common stock of the Company.

Following the Merger, each outstanding option to purchase shares of common stock of Cracker Barrel pursuant to the Cracker Barrel Old Country Store, Inc. Amended and Restated Stock Option Plan continues outstanding as an option to purchase the same number of shares of common stock of the Company, upon the same terms and conditions as were applicable immediately prior to the effective date of the Merger and without any further action on the part of the option holder.

The entire text of the Plan following the effective date of the Merger, and as now amended and restated to make certain conforming changes, is as follows:

1. Name and Purpose. The purpose of this Plan, which shall be known as the "CBRL Group, Inc. Amended and Restated Stock Option Plan" is to provide a means whereby the Company may, through the grant of Options to purchase Common Stock of the Company, attract and retain qualified individuals (including officers and directors who are also employees) and motivate those employees to exert their best efforts on behalf of the Company and its Subsidiaries.

2. Definitions. For purposes of this Plan, the following terms when capitalized shall have the meaning designated herein unless a different meaning is plainly required by the context. Where applicable, the masculine pronoun shall mean or include the feminine and the singular shall include the plural:

(a) "Board" means the Board of Directors of the Company.

(b) "Common Stock" means Common Stock of the Company having a par value of 01/100 ($.01) dollars.

(c) "Disability" means disabled within the meaning of Section 22(e)(3) of the Internal Revenue Code.

(d) "Effective Date" means the date on which this Plan, in its present form, was approved by the Shareholders, November 25, 1997.

(e) "Fair Market Value" of the Common Stock of the Company shall be the last reported sale price of the Common Stock as reported by The Nasdaq National Market ("Nasdaq") on the day preceding the day of the grant of the Option, and if such date is not a trading day, then the last reported sale price of the last trading day immediately preceding the day of the grant of the Option.

(f) "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

(g) "Option" means a stock option granted pursuant to the Plan.

(h) "Optionee" means any employee who receives Options granted under this Plan as well as the holder of any Options granted under this Plan prior to the Effective Date.

(i) "Parent" means a parent corporation as defined in Section 424(e) and (g) of the Internal Revenue Code.

(j) "Plan" means the CBRL Group, Inc. Amended and Restated Stock Option Plan.

(k) "Retirement" means an employee who terminates his employment relationship with the Company at such time when such employee's age is at least 55 years, and the employee has 7 years tenure with the Company or longer. Retirement specifically excludes severance agreements with the Company or termination for Just Cause.

(l) "Shareholders" means the holders of the outstanding shares of the Company's Common Stock.

(m) "Subsidiary" means an affiliated employer during any period that 50% or more of its common stock or, in the case of a partnership, 50% or more of the capital interest thereof is owned directly or indirectly by the Company or during any period that it is a member with the Company in a controlled group of corporations or is otherwise under common control with the Company within the meaning of Section 414(b) and (c) of the Internal Revenue Code.

(n) "Just Cause" means matters which, in the judgment of the Committee, constitute any one or more of the following:

(i) Intoxication while on duty.

(ii) Theft or dishonesty in the conduct of the Company's business.

(iii) Willful neglect or negligence in the management of the Company's business.

(iv) Conviction of a crime involving moral turpitude.

3. Administration.

(a) The Plan shall be administered by a committee (the "Committee") appointed by the Board of Directors of the Company (the "Board"). The Committee shall consist of two or more non-employee directors. Eligibility requirements for members of the Committee shall conform with Rule 16(b)-3 promulgated pursuant to the Securities Exchange Act of 1934, as amended, or any successor rule or regulation. No person, other than members of the Committee, shall have any discretion concerning decisions regarding the Plan.

(b) The Company shall grant to employees chosen by the Committee to participate in the Plan Options under, and in accordance with, the provisions of the Plan. Each Option granted shall be evidenced by a stock option agreement in such form and containing such provisions not inconsistent with this Plan.

(c) Without limiting the generality of the foregoing, the Committee shall have full and final authority in its discretion to interpret provisions of the Plan, to determine from time to time the individuals in the eligible group to whom the Options shall be granted and the number of shares to be covered by each proposed Option; to determine the purchase price of the shares covered by each Option and the time or times at which Options shall be granted; to interpret the Plan; to make, amend and rescind rules and regulations relating to the Plan; to determine the terms and provisions of the instruments by which Options shall be evidenced; and to make all other determinations necessary or advisable for the administration of the Plan.

4. Eligibility. The persons eligible to participate in the Plan as recipients of Options shall include the employees of the Company or of any Subsidiary of the Company (hereinafter called "employees"). The word "employees" does not include Directors of the Company as such, but does include Directors of the Company who are otherwise employed by the Company. Nothing contained in this Plan, nor in any Option granted pursuant to the Plan, shall confer upon any employee any right to continue in the employ of the Company or any Subsidiary nor limit in any way the right of the Company or any Subsidiary to terminate his employment at any time.

5. Shares Subject to the Plan.

(a) The shares to be delivered by the Company upon exercise of options granted under this Plan are authorized and unissued shares of Common Stock.

(b) The aggregate number of shares of Common Stock which may be sold pursuant to options granted under this Plan shall not exceed 17,525,702 shares; subject, however, to the adjustment provided in Paragraph 9 in the event of stock splits, stock dividends,

exchanges of shares, or the like occurring after the Effective Date. No Option may be granted under this Plan which could cause such maximum limit to be exceeded.

(c) Shares of Common Stock covered by an option which is no longer exercisable shall again be available for sale pursuant to a grant of Options under this Plan.

6. Terms of Options. The Options granted under this Plan shall contain the following terms and conditions:

(a) Option Price. The Option price per share of Common Stock shall be equal to the Fair Market Value of the Company's Common Stock on the date specified by the Committee.

(b) Time and Issuance of Options. From time to time the Committee shall select from among those who are then eligible, the individuals to whom Options shall be granted and shall determine the number of shares to be covered by each Option. Each individual thus selected shall, at such time as the Committee shall determine, be granted an Option with respect to the number of shares of Common Stock thus determined. The recommendation or selection of an employee as a participant in any grant of Options under the Plan shall not be deemed to entitle the employee to such Option prior to the time when it shall be granted by the Committee; and the granting of any Option under the Plan shall not be deemed either to entitle such employee to, or to disqualify such employee from, any participation in any other grant of Options under the Plan. In making any determination as to individuals to whom Options shall be granted and as to the number of shares to be covered by such Options, the Committee shall take into account the duties of the respective individuals, their present and potential contributions to the success of the Company, and such other factors as the Committee shall deem relevant in accomplishing the purposes of the Plan.

(c) Period Within Which Option May be Exercised. Each Option granted under the Plan shall specify the period for which the Option thereunder is granted and shall provide that the Option shall expire at the end of such period.

(d) Transferability. The Committee shall determine whether Options granted under this Plan may be assigned or transferred by the Optionee and, if an option is transferable, the Committee shall be authorized to restrict transferability to certain persons or classes of persons. In the event of death of an Optionee, Options shall be transferable by will by the laws of descent and distribution.

(e) Amendment of the Option. Material amendments to an outstanding Option require approval by the Committee and must be agreed upon by the Optionee.

(f) Termination of Service. If an Optionee's employment with the Company is terminated, then the Optionee shall have the following time periods within which to exercise unexercised Options or portions of the options held by that Optionee in the following described circumstances:

(i) Exercise in the Event of Death or Disability. If an Optionee shall die (i) while an employee of the Company or of a Subsidiary or (ii) within 90 days after termination of his employment with the Company or a Subsidiary, other than for termination for Just Cause, his Option may be exercised, to the extent that the Optionee shall have been entitled to do so at the date of his termination of employment, by the person or persons to whom the Optionee's rights under the Option pass by will or applicable law, or if no such person has such right, by his executors or administrators, at any time, or from time to time, for a period of one year after the date of the Optionee's death, but in no event later than the expiration date. In the event an Optionee's employment with the Company is terminated as a result of Disability, the Optionee may exercise options, to the extent the Optionee was entitled to do so at the date of his termination of employment for a period of one year, but in no event later than the expiration date of the Option.

(ii) Exercise in the Event of Termination of Employment. If an Optionee's employment by the Company or a Subsidiary shall terminate for any reason other than Disability, Retirement, death or Just Cause, he may exercise his Option, to the extent that he

may be entitled to do so at the date of the termination of his employment, at any time, or from time to time, for a period of 90 days after the date of termination, but in no event later than the expiration date of the Option. Whether authorized leave of absence for military or governmental service shall constitute termination of employment for purposes of this Plan shall be determined by the Committee. In the event an Optionee's employment with the Company or any Subsidiary is terminated for Just Cause, the Option shall terminate as of the date of the employee's termination and will no longer be exercisable.

(iii) Exercise in the Event of Retirement. If an Optionee ceases to be an employee by reason of Retirement, the former employee may exercise Options, to the extent the Optionee was entitled to do so at the date of termination at any time during the remaining life of the Option, but in no event later than the expiration date of the Option.

(g) Rights as a Shareholder. The Optionee shall have no rights as a shareholder with respect to any shares covered by his Option until the issuance of a stock certificate to him for such shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such stock certificate, except as provided in Paragraph 9.

(h) Partial Exercise. Unless otherwise provided in the option agreement, any exercise of an Option granted under this Plan may be made in whole or in part.

7. Exercise of Options. The Committee expressly reserves the right to determine the manner in which Options may be exercised pursuant to this Plan. The Committee, in its discretion, may determine the manner in exercising Options as of the date of the Option grant and inform Optionees in the written agreement required under this Plan. The manner of exercising Options may vary from grant to grant, within the discretion of the Committee.

An Option granted under this Plan may be exercised by written notice to the Company, signed by the Optionee, or by such other person as is entitled to exercise such Option. The notice of exercise shall be delivered to the Company at its principal office, shall state the number of shares with respect to which the Option is being exercised, and shall be accompanied by payment in full of the Option price for such shares in cash, by surrender of fully-paid shares of Company Common Stock or by certified check to the Company. Upon the exercise of an Option and full payment thereof, the Company shall deliver or cause to be delivered, as soon as practicable, to the Optionee exercising his Option a certificate or certificates for the number of shares of stock with respect to which the Option is so exercised. The shares of stock shall be registered in the name of the exercising Optionee or in such name jointly with him as he may direct in the written notice of exercise referred to in this paragraph. It shall be a condition to the obligation of the Company to issue or transfer shares of stock upon exercise of an Option by delivery of shares that the Optionee pay to the Company, upon its demand, such amount as may be requested by the Company for the purpose of satisfying its liability to withhold Federal, state or local income or other taxes incurred by reason of the exercise of such Option or the transfer of shares thereupon. If the amount requested is not paid, the Company may refuse to issue or transfer shares of stock upon exercise of the Option. All shares purchased upon the exercise of the Option as provided herein shall be fully paid and nonassessable.

8. Previously Granted Options. All Options previously granted shall remain outstanding and effective after the Effective Date and shall be subject to all terms and conditions of this Plan, as amended and restated, with respect to such outstanding Options and such terms and conditions as may be set forth in the relevant stock option agreements. If the terms and conditions of any stock option agreements granted prior to the Effective Date are different from this Plan, the terms and conditions contained in such option agreements shall remain effective. Hereafter, the Plan and the relevant stock option agreements granted hereunder shall govern all option grants.

9. Adjustments to Reflect Capital Changes. The following adjustments shall be made to reflect changes in the capitalization of the Company:

(a) Recapitalization. The number and kind of shares subject to outstanding Options, the exercise price for such shares, and the number and kind of shares available for Options subsequently granted under the Plan shall be appropriately adjusted to reflect any stock dividend, stock split, combination or exchange of shares, merger, consolidation or other change in capitalization with a similar substantive effect upon the Plan or the Options outstanding under the Plan. The Committee shall have the power to determine the amount of the adjustment to be made in each case.

(b) Certain Reorganizations. After any reorganization, merger or consolidation in which the Company is not the surviving corporation, each Optionee shall, at no additional cost, be entitled to exercise all of his Options, whether vested or not, and upon any exercise of an Option to receive (subject to any required action by shareholders), in lieu of the number of shares of the Common Stock exercisable pursuant to such Option, the number and class of shares of stock or other securities to which such Optionee would have been entitled pursuant to the terms of the reorganization, merger or consolidation had such Optionee been the holder of record of a number of shares of stock equal to the total number of shares covered by such Option. Comparable rights shall accrue to each Optionee in the event of successive reorganizations, mergers or consolidations of the character described above.

(c) Acceleration. In the event of change of control as defined herein, any outstanding Options shall be immediately exercisable (without regard to any limitation imposed by the Plan or the Board at the time the Option was granted, which permits all or any part of the Option to be exercised only after the lapse of time), and will remain exercisable until the expiration date of the Options.

(i) A "change of control" shall be deemed to have occurred if:

(1) without prior approval of the Board, any "person" becomes a beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities; or

(2) without prior approval of the Board, as a result of, or in connection with, or within two years following, a tender or exchange offer for the voting stock of the Company, a merger or other business combination to which the Company is a party, the sale or other disposition of all or substantially all of the assets of the Company, a reorganization of the Company, or a proxy contest in connection with the election of members of the Board, the persons who were directors of the Company immediately prior to any of such transactions cease to constitute a majority of the Board or of the board of directors of any successor to the Company (except for resignations due to death, Disability or normal Retirement).

(ii) A person shall be deemed the "beneficial owner" of any securities:

(1) which such person or any of its Affiliates or Associates beneficially owns, directly or indirectly; or

(2) which such person or any of its Affiliates or Associates has, directly or indirectly, (1) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (2) the right to vote pursuant to any agreement, arrangement or understanding; or

(3) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any securities.

(iii) A "person" shall mean any individual, firm, company, partnership, other entity or group.

(iv) The terms "Affiliate" or "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Action of 1934, as in effect on the date the Plan is approved by the shareholders

of the Company and becomes effective.

10. Amendment and Termination of Plan. The Board may from time to time, with respect to any Common Stock on which Options have not been granted, suspend or discontinue the Plan or amend it in any respect whatsoever. This Plan is intended to comply with all applicable requirements of Rule 16b-3 or its successors under the 1934 Act, insofar as participants subject to Section 16 of that Act are concerned. To the extent any provision of the Plan does not so comply, the provision shall, to the extent permitted by law and deemed advisable by the Committee, be deemed null and void with respect to such participants.

11. Indemnification of Committee. In addition to such other rights of indemnification as they may have as members of the Board or as members of the Committee, the members of the Committee shall be indemnified by the Company against all costs and expenses reasonably incurred by them in connection with any action, suit or proceeding to which they or any of them may be party by reason of any action taken or failure to act under or in connection with the Plan, or any Option granted thereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except a judgment based upon finding of bad faith. Upon the institution of any such action, suit or proceeding, a Committee member shall notify the Company in writing, giving the Company an opportunity, at its own expense, to handle and defend the same before such Committee member undertakes to handle it on his own behalf.

12. Right to Receive Options. Neither the adoption of the Plan nor any action of the Committee shall be deemed to give any person any right to be granted an Option, or any other right under the Plan, unless and until the Committee grants a person an Option, and then his or her rights shall be only those prescribed in the instrument evidencing the Option.

13. Company Responsibility. All expenses of this Plan, including the cost of maintaining records, shall be borne by the Company. The Company shall have no responsibility or liability (other than under applicable securities laws) for any act or thing done or left undone with respect to the price, time, quantity, or other conditions and circumstances of the purchase of shares under the terms of the Plan, so long as the Company acts in good faith.

14. Securities Laws. The Board shall take all necessary or appropriate actions to ensure that all option issuances and all exercises thereof under this Plan are in full compliance with all Federal and state securities laws.

15. No Obligation to Exercise Option. The grant of an Option shall impose no obligation upon any Optionee to exercise the Option.

16. Current Printing. This document was reprinted as of October 26, 1999.

Exhibit 10(m)

September 3, 1999

CONFIDENTIAL

Dear Larry:

I am pleased to confirm our offer of employment for the position of Senior Vice President of Finance and Chief Financial officer of CBRL Group, Inc. We believe you share our enthusiasm for the opportunities that lie ahead and that you bring the ability and professionalism to assist and share in our continued growth and success. This letter will serve to confirm the details of our offer.

Position: Senior Vice President of Finance and Chief Financial Officer

Employment Date: We anticipate a start date approximately three weeks from date of acceptance. Should your situation allow an earlier start date, we will welcome you aboard at your earliest opportunity.

Compensation: $240,000 base salary.

Annual Bonus Plan: Your annual bonus potential will be one hundred percent of base salary. We will guarantee a first year minimum bonus of fifty percent of your base salary. Any additional bonus earned over that amount will be paid as if your start date had been the first day of the fiscal year.

Long Term Incentive Program: Your targeted long-term incentive opportunity is set at $635,000. The long-term award is performance based (as measured on overall business results) and we expect to issue at least some of this award in stock. The award will vest/be awarded as early as three years out and as long as five years out. We are working through the mechanics of the plan at this time for the entire officer group. We will provide you with additional information on this program under separate cover, as it becomes available.

Stock Options: You are being recommended for a new hire stock option grant of 30,000 shares of CBRL stock. We anticipate that our Board of Directors will ratify this grant on September 30, 1999. These options vest on a three-year schedule. Future grants will be established as part of the long-term incentive program.

Additional Compensation: To assist you with the loss of your retention bonus, we will pay you a one-time sign on bonus of $66,666.66.

Severance/Salary: In the unlikely event that your employment with CBRL Group, Inc. is involuntarily terminated for any reason other than just, we will provide you with severance equal to your annual salary to be paid at regular pay periods for one year.

Relocation Expense: We will provide a third party relocation package for the sale of your home. In addition we will cover any reasonable and necessary costs for moving you and your household goods to Nashville. It is our intention to "keep you whole" with regard to the cost of relocation. Realizing that you will begin employment prior to relocation to Nashville, we agree to cover interim living expenses for you in Nashville until you have purchased a home or for a period of up to six months. We will also pay for reasonable travel expense for your trips between Nashville and Dallas.

Employee Benefits: We will provide you an annual physical examination and an additional package of Life and Disability insurance over and above what is provided in our normal group benefits plan. As agreed, we will waive the usual ninety-day waiting period for group health coverage, which will be furnished to you at no cost.

Vacation: Your vacation eligibility will be for a minimum of three (3) weeks per year.

Nothing contained in this letter is intended to create, nor shall be construed to create, a contract of employment.

I hope that this captures the essential elements of our offer to your satisfaction. Please call if you would like to discuss this further. We believe that this is a good match between you and CBRL Group, Inc., and we are looking forward to your joining us in the near future. Please sign and return a copy of this letter in the enclosed overnight envelope.

Sincerely,	Acceptance
/s/ Norman J. Hill	/s/ L. E. White
Norman J. Hill	Larry White
Senior Vice President	
Human Resources	September 7, 1999
	Date Signed

Exhibit 10(n)

September 16, 1998

Mr. Richard K. Arras
2090 Dogwood Estates Cove
Germantown, TN 38139

Dear Rick:

I am pleased to confirm our offer of employment for the position of President and Chief Operating Officer of Cracker Barrel Old Country Store, Inc. We believe you share our enthusiasm for the opportunities that lie ahead and that you bring the ability and professionalism to assist and share in our continued growth and success. This letter will serve to confirm the details of our offer.

Position: President and Chief Operating Officer

Employment Date: To be determined (10/12/98)

Compensation: $340,000.00 annual base salary.

Bonus: As we have discussed, you will participate in our Officer's Bonus Plan. This bonus plan is based on how the company performs on earnings per share goals and on your individual performance. Your bonus target will be 100% of your base salary.

Stock Options: On the date you sign and return this letter, Cracker Barrel will award you an option on 150,000 shares of Cracker Barrel stock at the market closing price on the previous day.

These options become vested on a schedule of one-third each year over three years. You will have ten years from the date of this award to exercise these options, except in the case that your employment ends prior to that time. In that case you will have ninety days from the last day of your employment to exercise your options.

You will also be eligible immediately to participate in the regular stock option program as granted by the Board of Directors. For your proposed position, these options are expected to be in the range of 30,000 to 50,000 shares annually.

Additionally, in order to protect your interests in your P.S.A.R. grants which you now have with your current employer, we will provide you a restricted stock grant program consisting of 25,000 shares of Cracker Barrel stock to be vested at twenty percent each year over five years. The first twenty percent will vest one year from your start date.

Additional Compensation: We will pay you a one-time sign on bonus of $200,000.00 on your start date.

Severance: We will provide a severance package consisting of:

1.) One year's base salary and estimated bonus if involuntarily terminated for performance other than just cause, and

2.) Six hundred thousand dollars ($600,000.00) which decreases by twenty percent per year over five years, payable for termination other than just cause.

Relocation Expense: Cracker Barrel will provide a full, third-party relocation package.

Employee Benefits: You will participate in the Executive Benefit Program.

Nothing contained in this letter is intended to create, nor shall it be construed to create, a contract of employment.

I hope that this captures the essential elements of our offer to your satisfaction. Please call if you would like to discuss this further.

We believe that this is a good match between you and Cracker

Barrel, and we are looking forward to your joining us in the near future. Please sign and return a copy of this letter in the enclosed overnight envelope.

Sincerely,	Acceptance
/s/ Ronald N. Magruder	/s/ Richard K. Arras
Ronald N. Magruder	Richard K. Arras
President and	
Chief Operating Officer	9/18/98
	Date Signed

Exhibit 10(o)

October 8, 1999

Mr. Dan W. Evins
Chairman & CEO
CBRL Group, Inc.
106 Castle Heights Avenue North
Lebanon, Tennessee 37087

Re: Employee Retention Agreement

Dear Mr. Evins:

The Board of Directors of the CBRL Group, Inc. recognizes the contribution that you have made to CBRL Group, Inc. or one of its direct or indirect subsidiaries (collectively, the "Company") and wishes to ensure your continuing commitment to the Company and its business operations. Accordingly, in exchange for your continuing commitment to the Company, and your energetic focus on continually improving operations, the Company promises you the following benefits if your employment with the Company is terminated in certain circumstances:

1. DEFINITIONS. As used in this Agreement, the following terms have the following meanings which are equally applicable to both the singular and plural forms of the terms defined:

1.1 "Cause" means any one of the following:

(a) personal dishonesty;
(b) willful misconduct;
(c) breach of fiduciary duty; or
(d) conviction of any felony or crime involving moral turpitude.

1.2 "Change in Control" means: (a) that after the date of this Agreement, a person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding voting securities, unless that acquisition was approved by a vote of at least 2/3 of the directors in office immediately prior to the acquisition; (b) that during any period of 2 consecutive years following the date of this Agreement, individuals who at the beginning of the period constitute members of the Board of Directors of the Company cease for any reason to constitute a majority of the Board unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least 2/3 of the directors then still in office who were directors at the beginning of the 2-year period; (c) a merger, consolidation or reorganization of the Company (but this provision does not apply to a recapitalization or similar financial restructuring which does not involve a material change in ownership of equity of the Company and which does not result in a change in membership of the Board of Directors); or (d) a sale of all or substantially all of the Company's assets.

1.3 "Change in Control Period" means a 2-year year period beginning the day after a Change in Control occurs.

1.4 "Change in Duties or Compensation" means any one of: (a) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect at the time a Change in Control occurs, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities at the time such Change in Control occurs (it being understood and acknowledged by you that a Change in Control that results in two persons of which you are one having similar or sharing duties and responsibilities shall not be a material change in your duties and responsibilities); (b) a reduction in your salary or a material change in benefits (excluding discretionary bonuses), from the salary and benefits in effect at the time a Change in Control occurs; or (c) a change in the location of your work assignment from your location at the time a Change in Control occurs to any other city or geographical location that is located further than 50 miles from that location.

2. TERMINATION OF EMPLOYMENT; SEVERANCE. Your immediate supervisor or the Company's Board of Directors may terminate your employment, with or without cause, at any time by giving you written notice of your termination, such termination of employment to be effective on the date specified in the notice. You also may terminate your employment with the Company at any time. The effective date of termination (the "Effective Date") shall be the last day of your employment with the Company, as specified in a notice by you, or if you are terminated by the Company, the date that is specified by the Company in its notice to you. The following subsections set forth your rights to severance in the event of the termination of your employment in certain

circumstances by either the Company or you. Section 5 also sets forth certain restrictions on your activities if your employment with the Company is terminated, whether by the Company or you. That section shall survive any termination of this Agreement or your employment with the Company.

2.1 Termination by the Company for Cause. If you are terminated for Cause, the Company shall have no further obligation to you, and your participation in all of the Company's benefit plans and programs shall cease as of the Effective Date. In the event of a termination for Cause, you shall not be entitled to receive severance benefits described in Section 3.

2.2 Termination by the Company Without Cause Other Than During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause at a time other than during a Change in Control Period, you shall be entitled to only those severance benefits provided by the Company's severance policy or policies then in effect. You shall not be entitled to receive benefits pursuant to Section 3 of this Agreement.

2.3 Termination by the Company Without Cause During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause during a Change in Control Period, you shall be entitled to receive Benefits pursuant to Section 3. A termination within 90 days prior to a Change in Control which occurs solely in order to make you ineligible for the benefits of this Agreement shall be considered a termination without Cause during a Change in Control Period.

2.4 Termination By You For Change in Duties or Compensation During a Change in Control Period. If during a Change in Control Period there occurs a Change in Duties or Compensation you may terminate your employment with the Company at any time within 30 days after the occurrence of the Change in Duties or Compensation, by giving to the Company not less than 120 nor more than 180 days notice of termination. During the notice period that you continue to work, any reduction in your Compensation will be restored. At the option of the Company, following receipt of this notice, it may: (a) change or cure, within 15 days, the condition that you claim has caused the Change in Duties or Compensation, in which case, your rights to terminate your employment with the Company pursuant to this Section 2.4 shall cease (unless there occurs thereafter another Change in Duties or Compensation) and you shall continue in the employment of the Company notwithstanding the notice that you have given; (b) allow you to continue your employment through the date that you have specified in your notice; or (c) immediately terminate your employment pursuant to Section 2.3. If you terminate your employment with the Company pursuant to this Section 2.4, you shall be entitled to receive Benefits pursuant to Section 3. Your failure to provide the notice required by this Section 2.4 shall result in you having no right to receive any further compensation from the Company except for any base salary or vacation earned but not paid, plus any bonus earned and accrued by the Company through the Effective Date.

3. SEVERANCE BENEFITS. If your employment with the Company is terminated as described in Section 2.3 or 2.4, you shall be entitled to the benefits specified in subsections 3.1, 3.2, and 3.3 (the "Benefits") for the period of time set forth in the applicable section.

3.1 Salary Payment or Continuance. You will be paid a single lump sum payment in an amount equal to 2.99 times the average of your annual base salary and any bonus payments for the 3 years immediately preceding the Effective Date. The determination of the amount of this payment shall be made by the Company's actuaries and benefit consultants and, absent manifest error, shall be final, binding and conclusive upon you and the Company.

3.2 Continuation of Benefits. During the 2 years following the Effective Date (the "Severance Period") that results in benefits under this Article 3, you shall continue to receive the medical, prescription, dental, employee life and group life insurance benefits at the levels to which you were entitled on the day preceding the Effective Date, or reasonably equivalent benefits, to the extent continuation is not prohibited or limited by applicable law. In no event shall substitute plans, practices, policies and programs provide you with benefits which are less favorable, in the aggregate, than the most favorable of those plans, practices, policies and programs in effect for you at any time during the 120-day period immediately preceding the Effective Date. However, if you become reemployed with another employer and are eligible to receive medical or other welfare benefits under another employer-provided plan, Company payments for these medical and other welfare benefits shall cease.

4. EFFECT OF TERMINATION ON STOCK OPTIONS AND RESTRICTED STOCK. In the event of any termination of your employment, all stock options and restricted stock held by you that are vested prior to the Effective Date shall be owned or exercisable in accordance with their terms; all stock options held by you that are not vested prior to the Effective Date shall lapse and be void; however,

if your employment with the Company is terminated as described in Sections 2.3 or 2.4, then, if your option or restricted stock grants provide for immediate vesting in the event of a Change in Control, the terms of your option or restricted stock agreement shall control. If your option or restricted stock agreement does not provide for immediate vesting, you shall receive, within 30 days after the Effective Date, a lump sum cash distribution equal to: (a) the number of shares of the Company's ordinary shares that are subject to options or restricted stock grants held by you that are not vested as of the Effective Date multiplied by (b) the difference between: (i) the closing price of a share of the Company's ordinary shares on the NASDAQ National Market System as reported by The Wall Street Journal as of the day prior to the Effective Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading), and (ii) the applicable exercise prices or stock grant values of those non-vested shares.

5. DISCLOSURE OF INFORMATION. You recognize and acknowledge that, as a result of your employment by the Company, you have or will become familiar with and acquire knowledge of confidential information and certain trade secrets that are valuable, special, and unique assets of the Company. You agree that all that confidential information and trade secrets are the property of the Company. Therefore, you agree that, for and during your employment with the Company and continuing following the termination of your employment for any reason, all confidential information and trade secrets shall be considered to be proprietary to the Company and kept as the private records of the Company and will not be divulged to any firm, individual, or institution, or used to the detriment of the Company. The parties agree that nothing in this Section 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you.

6. GENERAL PROVISIONS.

6.1 Other Plans. Nothing in this Agreement shall affect your rights during your employment to receive increases in compensation, responsibilities or duties or to participate in and receive benefits from any pension plan, benefit plan or profit sharing plans except plans which specifically address benefits of the type addressed in Sections 3 and 4 of this Agreement. In addition, you are a party to a written employment agreement with the Company or an affiliate, and it is the intention of the parties to this Agreement that you will enjoy the maximum benefits provided in circumstances of a Change in Control in either of those documents. Therefore, we specifically agree that whenever the terms and conditions of this Agreement and your employment agreement conflict, the terms and conditions which maximize your benefits resulting from a Change in Control will be effective. Where one document is silent, the provisions of the other document will be effective.

6.2 Death During Severance Period. If you die during the Severance Period, any Benefits remaining to be paid to you shall be paid to the beneficiary designated by you to receive those Benefits (or in the absence of designation, to your surviving spouse or next of kin).

6.3 Notices. Any notices to be given under this Agreement may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the first page of this Agreement (to the attention of the Secretary in the case of notices to the Company), but each party may change the delivery address by written notice in accordance with this Section 7.3. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the second day following deposit in the United States Mail.

6.4 Entire Agreement. This Agreement supersedes all previous oral or written agreements, understandings or arrangements between the Company and you regarding a termination of your employment with the Company or a change in your status, scope or authority and the salary, benefits or other compensation that you receive from the Company as a result of the termination of your employment with the Company (the "Subject Matter"), all of which are wholly terminated and canceled. This Agreement contains all of the covenants and agreements between the parties with respect to the Subject Matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with respect to the Subject Matter by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement. Any subsequent agreement relating to the Subject Matter or any modification of this Agreement will be effective only if it is in writing signed by the party against whom enforcement of the modification is sought.

6.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or

invalidated in any way.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and it shall be enforced or challenged only in the courts of the State of Tennessee.

6.7 Waiver of Jury Trial. The Company and you expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agree that any such action or proceeding shall be tried before a court and not a jury. You irrevocably waive, to the fullest extent permitted by law, any objection that you may have now or hereafter to the specified venue of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

6.8 Miscellaneous. Failure or delay of either party to insist upon compliance with any provision of this Agreement will not operate as and is not to be construed to be a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate, and is not to be construed, as a waiver of any subsequent breach, irrespective of whether occurring under similar or dissimilar circumstances. You may not assign any of your rights under this Agreement. The rights and obligations of the Company under this Agreement shall benefit and bind the successors and assigns of the Company. The Company agrees that if it assigns this Agreement to any successor company, it will ensure that its terms are continued.

Certain Additional Payments by the Company.

a. The Company will pay you an amount (the "Additional Amount") equal to the excise tax under the United States Internal Revenue Code of 1986, as amended (the "Code"), if any, incurred by you by reason of the payments under this Agreement and any other plan, agreement or understanding between you and the Company or its parent, subsidiaries or affiliates (collectively, "Separation Payments") constituting excess parachute payments under Section 280G of the Code (or any successor provision). In addition, the Company will pay an amount equal to all excise taxes and federal, state and local income taxes incurred by you with respect to receipt of the Additional Amount. All determinations required to be made under this Section 6.9 including whether an Additional Amount is required and the amount of any Additional Amount, will be made by the independent auditors engaged by the Company immediately prior to the Change in Control (the "Accounting Firm"), which will provide detailed supporting calculations to the Company and you. In computing taxes, the Accounting Firm will use the highest marginal federal, state and local income tax rates applicable to you and will assume the full deductibility of state and local income taxes for purposes of computing federal income tax liability, unless you demonstrate that you will not in fact be entitled to such a deduction for the year of payment.

b. The Additional Amount, computed assuming that all of the Separation Payments constitute excess parachute payments as defined in Section 280G of the Code (or any successor provision), will be paid to you at the time that the payments made pursuant to Section 3.1 is made unless the Company, prior to the Severance Period, provides you with an opinion of the Accounting Firm that you will not incur an excise tax on part or all of the Separation Payments. That opinion will be based upon the applicable regulations under Sections 280G and 4999 of the Code (or any successor provisions) or substantial authority within the meaning of Section 6662 of the Code. If that opinion applies only to part of the Separation Payments, the Company will pay you the Additional Amount with respect to the part of the Separation Payments not covered by the opinion.

c. The amount of the Additional Amount and the assumptions to be utilized in arriving at the determination, shall be made by the Company's Accounting Firm, whose decision shall be final and binding upon both you and the Company. You must notify the Company in writing no later than 30 days after you are informed of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Additional Amount. You must also cooperate fully with the Company and give the Company any information reasonably requested relating to the claim, and take all action in connection with contesting the claim as the Company reasonably requests in writing from time to time.

If all of the terms and conditions in this Agreement are agreed to by you, please signify your agreement by executing the enclosed duplicate of this letter and returning it to us. At the date of your return, this letter shall constitute a fully enforceable Agreement between us.

CBRL GROUP, INC.

By: /s/ Michael A. Woodhouse
Michael A. Woodhouse

Title: Executive Vice President & COO

By: /s/ James F. Blackstock
James F. Blackstock

Title: Vice President, Secretary

The foregoing is fully agreed to and accepted by:

Company Employee's Signature:

Name: Dan W. Evins

Title: Chairman & Chief Executive Officer

Exhibit 10(p)

October 13, 1999

Michael A. Woodhouse
417 Bethlehem Road
Lebanon, TN 37087

Re: Employee Retention Agreement

Dear Mike:

The Board of Directors of the CBRL Group, Inc. recognizes the contribution that you have made to CBRL Group, Inc. or one of its direct or indirect subsidiaries (collectively, the "Company") and wishes to ensure your continuing commitment to the Company and its business operations. Accordingly, in exchange for your continuing commitment to the Company, and your energetic focus on continually improving operations, the Company promises you the following benefits if your employment with the Company is terminated in certain circumstances:

1. DEFINITIONS. As used in this Agreement, the following terms have the following meanings which are equally applicable to both the singular and plural forms of the terms defined:

1.1 "Cause" means any one of the following:

(a) personal dishonesty;
(b) willful misconduct;
(c) breach of fiduciary duty; or
(d) conviction of any felony or crime involving moral turpitude.

1.2 "Change in Control" means: (a) that after the date of this Agreement, a person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding voting securities, unless that acquisition was approved by a vote of at least 2/3 of the directors in office immediately prior to the acquisition; (b) that during any period of 2 consecutive years following the date of this Agreement, individuals who at the beginning of the period constitute members of the Board of Directors of the Company cease for any reason to constitute a majority of the Board unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least 2/3 of the directors then still in office who were directors at the beginning of the 2-year period; (c) a merger, consolidation or reorganization of the Company (but this provision does not apply to a recapitalization or similar financial restructuring which does not involve a material change in ownership of equity of the Company and which does not result in a change in membership of the Board of Directors); or (d) a sale of all or substantially all of the Company's assets.

1.3 "Change in Control Period" means a 2-year year period beginning the day after a Change in Control occurs.

1.4 "Change in Duties or Compensation" means any one of: (a) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect at the time a Change in Control occurs, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities at the time such Change in Control occurs (it being understood and acknowledged by you that a Change in Control that results in two persons of which you are one having similar or sharing duties and responsibilities shall not be a material change in your duties and responsibilities); (b) a reduction in your salary or a material change in benefits (excluding discretionary bonuses), from the salary and benefits in effect at the time a Change in Control occurs; or (c) a change in the location of your work assignment from your location at the time a Change in Control occurs to any other city or geographical location that is located further than 50 miles from that location.

2. TERMINATION OF EMPLOYMENT; SEVERANCE. Your immediate supervisor or the Company's Board of Directors may terminate your

employment, with or without cause, at any time by giving you written notice of your termination, such termination of employment to be effective on the date specified in the notice. You also may terminate your employment with the Company at any time. The effective date of termination (the "Effective Date") shall be the last day of your employment with the Company, as specified in a notice by you, or if you are terminated by the Company, the date that is specified by the Company in its notice to you. The following subsections set forth your rights to severance in the event of the termination of your employment in certain circumstances by either the Company or you. Section 5 also sets forth certain restrictions on your activities if your employment with the Company is terminated, whether by the Company or you. That section shall survive any termination of this Agreement or your employment with the Company.

2.1 Termination by the Company for Cause. If you are terminated for Cause, the Company shall have no further obligation to you, and your participation in all of the Company's benefit plans and programs shall cease as of the Effective Date. In the event of a termination for Cause, you shall not be entitled to receive severance benefits described in Section 3.

2.2 Termination by the Company Without Cause Other Than During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause at a time other than during a Change in Control Period, you shall be entitled to only those severance benefits provided by the Company's severance policy or policies then in effect. You shall not be entitled to receive benefits pursuant to Section 3 of this Agreement.

2.3 Termination by the Company Without Cause During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause during a Change in Control Period, you shall be entitled to receive Benefits pursuant to Section 3. A termination within 90 days prior to a Change in Control which occurs solely in order to make you ineligible for the benefits of this Agreement shall be considered a termination without Cause during a Change in Control Period.

2.4 Termination By You For Change in Duties or Compensation During a Change in Control Period. If during a Change in Control Period there occurs a Change in Duties or Compensation you may terminate your employment with the Company at any time within 30 days after the occurrence of the Change in Duties or Compensation, by giving to the Company not less than 120 nor more than 180 days notice of termination. During the notice period that you continue to work, any reduction in your Compensation will be restored. At the option of the Company, following receipt of this notice, it may: (a) change or cure, within 15 days, the condition that you claim has caused the Change in Duties or Compensation, in which case, your rights to terminate your employment with the Company pursuant to this Section 2.4 shall cease (unless there occurs thereafter another Change in Duties or Compensation) and you shall continue in the employment of the Company notwithstanding the notice that you have given; (b) allow you to continue your employment through the date that you have specified in your notice; or (c) immediately terminate your employment pursuant to Section 2.3. If you terminate your employment with the Company pursuant to this Section 2.4, you shall be entitled to receive Benefits pursuant to Section 3. Your failure to provide the notice required by this Section 2.4 shall result in you having no right to receive any further compensation from the Company except for any base salary or vacation earned but not paid, plus any bonus earned and accrued by the Company through the Effective Date.

3. SEVERANCE BENEFITS. If your employment with the Company is terminated as described in Section 2.3 or 2.4, you shall be entitled to the benefits specified in subsections 3.1, 3.2, and 3.3 (the "Benefits") for the period of time set forth in the applicable section.

3.1 Salary Payment or Continuance. You will be paid a single lump sum payment in an amount equal to 2.99 times the average of your annual base salary and any bonus payments for the 3 years immediately preceding the Effective Date. The determination of the amount of this payment shall be made by the Company's actuaries and benefit consultants and, absent manifest error, shall be final, binding and conclusive upon you and the Company.

3.2 Continuation of Benefits. During the 2 years following the Effective Date (the "Severance Period") that results in benefits under this Article 3, you shall continue to receive the medical, prescription, dental, employee life and group life insurance benefits at the levels to which you were entitled on the day preceding the Effective Date, or reasonably equivalent benefits, to the extent continuation is not prohibited or limited by applicable law. In no event shall substitute plans, practices, policies and programs provide you with benefits which are less favorable, in the aggregate, than the most favorable of those plans, practices, policies and programs in effect for you at any time during the 120-day period immediately preceding the Effective Date. However, if you become reemployed with another employer and are eligible to receive medical or other welfare benefits under another employer-provided plan, Company payments for these medical and other welfare benefits shall cease.

4. EFFECT OF TERMINATION ON STOCK OPTIONS AND RESTRICTED STOCK. In the event of any termination of your employment, all stock options and restricted stock held by you that are vested prior to the Effective Date shall be owned or exercisable in accordance with their terms; all stock options held by you that are not vested prior to the Effective Date shall lapse and be void; however, if your employment with the Company is terminated as described in Sections 2.3 or 2.4, then, if your option or restricted stock grants provide for immediate vesting in the event of a Change in Control, the terms of your option or restricted stock agreement shall control. If your option or restricted stock agreement does not provide for immediate vesting, you shall receive, within 30 days after the Effective Date, a lump sum cash distribution equal to: (a) the number of shares of the Company's ordinary shares that are subject to options or restricted stock grants held by you that are not vested as of the Effective Date multiplied by (b) the difference between: (i) the closing price of a share of the Company's ordinary shares on the NASDAQ National Market System as reported by The Wall Street Journal as of the day prior to the Effective Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading), and (ii) the applicable exercise prices or stock grant values of those non-vested shares.

5. DISCLOSURE OF INFORMATION. You recognize and acknowledge that, as a result of your employment by the Company, you have or will become familiar with and acquire knowledge of confidential information and certain trade secrets that are valuable, special, and unique assets of the Company. You agree that all that confidential information and trade secrets are the property of the Company. Therefore, you agree that, for and during your employment with the Company and continuing following the termination of your employment for any reason, all confidential information and trade secrets shall be considered to be proprietary to the Company and kept as the private records of the Company and will not be divulged to any firm, individual, or institution, or used to the detriment of the Company. The parties agree that nothing in this Section 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you.

6. GENERAL PROVISIONS.

6.1 Other Plans. Nothing in this Agreement shall affect your rights during your employment to receive increases in compensation, responsibilities or duties or to participate in and receive benefits from any pension plan, benefit plan or profit sharing plans except plans which specifically address benefits of the type addressed in Sections 3 and 4 of this Agreement.

6.2 Death During Severance Period. If you die during the Severance Period, any Benefits remaining to be paid to you shall be paid to the beneficiary designated by you to receive those Benefits (or in the absence of designation, to your surviving spouse or next of kin).

6.3 Notices. Any notices to be given under this Agreement may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the first page of this Agreement (to the attention of

the Secretary in the case of notices to the Company), but each party may change the delivery address by written notice in accordance with this Section 7.3. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the second day following deposit in the United States Mail.

6.4 Entire Agreement. This Agreement supersedes all previous oral or written agreements, understandings or arrangements between the Company and you regarding a termination of your employment with the Company or a change in your status, scope or authority and the salary, benefits or other compensation that you receive from the Company as a result of the termination of your employment with the Company (the "Subject Matter"), all of which are wholly terminated and canceled. This Agreement contains all of the covenants and agreements between the parties with respect to the Subject Matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with respect to the Subject Matter by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement. Any subsequent agreement relating to the Subject Matter or any modification of this Agreement will be effective only if it is in writing signed by the party against whom enforcement of the modification is sought.

6.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and it shall be enforced or challenged only in the courts of the State of Tennessee.

6.7 Waiver of Jury Trial. The Company and you expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agree that any such action or proceeding shall be tried before a court and not a jury. You irrevocably waive, to the fullest extent permitted by law, any objection that you may have now or hereafter to the specified venue of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

6.8 Miscellaneous. Failure or delay of either party to insist upon compliance with any provision of this Agreement will not operate as and is not to be construed to be a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate, and is not to be construed, as a waiver of any subsequent breach, irrespective of whether occurring under similar or dissimilar circumstances. You may not assign any of your rights under this Agreement. The rights and obligations of the Company under this Agreement shall benefit and bind the successors and assigns of the Company. The Company agrees that if it assigns this Agreement to any successor company, it will ensure that its terms are continued.

6.9 Certain Additional Payments by the Company.

The Company will pay you an amount (the "Additional Amount") equal to the excise tax under the United States Internal Revenue Code of 1986, as amended (the "Code"), if any, incurred by you by reason of the payments under this Agreement and any other plan, agreement or understanding between you and the Company or its parent, subsidiaries or affiliates (collectively, "Separation Payments") constituting excess parachute payments under Section 280G of the Code (or any successor provision). In addition, the Company will pay an amount equal to all excise taxes and federal, state and local income taxes incurred by you with respect to receipt of the Additional Amount. All determinations required to be made under this Section 6.9 including whether an Additional Amount is required and the amount of any Additional Amount, will be made by the independent auditors engaged by the Company immediately prior to the Change in Control (the "Accounting Firm"), which will provide detailed supporting calculations to the Company and you. In computing taxes, the Accounting Firm will use the highest marginal federal, state and local income tax rates applicable to you and will assume the full deductibility of state and local

income taxes for purposes of computing federal income tax liability, unless you demonstrate that you will not in fact be entitled to such a deduction for the year of payment.

The Additional Amount, computed assuming that all of the Separation Payments constitute excess parachute payments as defined in Section 280G of the Code (or any successor provision), will be paid to you at the time that the payments made pursuant to Section 3.1 is made unless the Company, prior to the Severance Period, provides you with an opinion of the Accounting Firm that you will not incur an excise tax on part or all of the Separation Payments. That opinion will be based upon the applicable regulations under Sections 280G and 4999 of the Code (or any successor provisions) or substantial authority within the meaning of Section 6662 of the Code. If that opinion applies only to part of the Separation Payments, the Company will pay you the Additional Amount with respect to the part of the Separation Payments not covered by the opinion.

The amount of the Additional Amount and the assumptions to be utilized in arriving at the determination, shall be made by the Company's Accounting Firm, whose decision shall be final and binding upon both you and the Company. You must notify the Company in writing no later than 30 days after you are informed of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Additional Amount. You must also cooperate fully with the Company and give the Company any information reasonably requested relating to the claim, and take all action in connection with contesting the claim as the Company reasonably requests in writing from time to time.

If all of the terms and conditions in this Agreement are agreed to by you, please signify your agreement by executing the enclosed duplicate of this letter and returning it to us. At the date of your return, this letter shall constitute a fully enforceable Agreement between us.

CBRL GROUP, INC.

By: /s/ Dan W. Evins
Dan W. Evins
Chairman and Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Company Employee' s Signature: ________________________

Please Print or Type Name: ___________________________

Please Print or Type Title: ____________________________

Exhibit 10(q)

October 13, 1999

Lawrence E. White
201 Gillespie Drive #18304
Franklin, TN 37067

Re: Employee Retention Agreement

Dear Larry:

The Board of Directors of the CBRL Group, Inc. recognizes the contribution that you have made to CBRL Group, Inc. or one of its direct or indirect subsidiaries (collectively, the "Company") and wishes to ensure your continuing commitment to the Company and its business operations. Accordingly, in exchange for your continuing commitment to the Company, and your energetic focus on continually improving operations, the Company promises you the following benefits if your employment with the Company is terminated in certain circumstances:

1. DEFINITIONS. As used in this Agreement, the following terms have the following meanings which are equally applicable to both the singular and plural forms of the terms defined:

1.1 "Cause" means any one of the following:

(a) personal dishonesty;
(b) willful misconduct;
(c) breach of fiduciary duty; or
(d) conviction of any felony or crime involving moral turpitude.

1.2 "Change in Control" means: (a) that after the date of this Agreement, a person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding voting securities, unless that acquisition was approved by a vote of at least 2/3 of the directors in office immediately prior to the acquisition; (b) that during any period of 2 consecutive years following the date of this Agreement, individuals who at the beginning of the period constitute members of the Board of Directors of the Company cease for any reason to constitute a majority of the Board unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least 2/3 of the directors then still in office who were directors at the beginning of the 2-year period; (c) a merger, consolidation or reorganization of the Company (but this provision does not apply to a recapitalization or similar financial restructuring which does not involve a material change in ownership of equity of the Company and which does not result in a change in membership of the Board of Directors); or (d) a sale of all or substantially all of the Company's assets.

1.3 "Change in Control Period" means a 2-year year period beginning the day after a Change in Control occurs.

1.4 "Change in Duties or Compensation" means any one of: (a) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect at the time a Change in Control occurs, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities at the time such Change in Control occurs (it being understood and acknowledged by you that a Change in Control that results in two persons of which you are one having similar or sharing duties and responsibilities shall not be a material change in your duties and responsibilities); (b) a reduction in your salary or a material change in benefits (excluding discretionary bonuses), from the salary and benefits in effect at the time a Change in Control occurs; or (c) a change in the location of your work assignment from your location at the time a Change in Control occurs to any other city or geographical location that is located further than 50 miles from that location.

2. TERMINATION OF EMPLOYMENT; SEVERANCE. Your immediate supervisor or the Company's Board of Directors may terminate your

employment, with or without cause, at any time by giving you written notice of your termination, such termination of employment to be effective on the date specified in the notice. You also may terminate your employment with the Company at any time. The effective date of termination (the "Effective Date") shall be the last day of your employment with the Company, as specified in a notice by you, or if you are terminated by the Company, the date that is specified by the Company in its notice to you. The following subsections set forth your rights to severance in the event of the termination of your employment in certain circumstances by either the Company or you. Section 5 also sets forth certain restrictions on your activities if your employment with the Company is terminated, whether by the Company or you. That section shall survive any termination of this Agreement or your employment with the Company.

2.1 Termination by the Company for Cause. If you are terminated for Cause, the Company shall have no further obligation to you, and your participation in all of the Company's benefit plans and programs shall cease as of the Effective Date. In the event of a termination for Cause, you shall not be entitled to receive severance benefits described in Section 3.

2.2 Termination by the Company Without Cause Other Than During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause at a time other than during a Change in Control Period, you shall be entitled to only those severance benefits provided by the Company's severance policy or policies then in effect. You shall not be entitled to receive benefits pursuant to Section 3 of this Agreement.

2.3 Termination by the Company Without Cause During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause during a Change in Control Period, you shall be entitled to receive Benefits pursuant to Section 3. A termination within 90 days prior to a Change in Control which occurs solely in order to make you ineligible for the benefits of this Agreement shall be considered a termination without Cause during a Change in Control Period.

2.4 Termination By You For Change in Duties or Compensation During a Change in Control Period. If during a Change in Control Period there occurs a Change in Duties or Compensation you may terminate your employment with the Company at any time within 30 days after the occurrence of the Change in Duties or Compensation, by giving to the Company not less than 120 nor more than 180 days notice of termination. During the notice period that you continue to work, any reduction in your Compensation will be restored. At the option of the Company, following receipt of this notice, it may: (a) change or cure, within 15 days, the condition that you claim has caused the Change in Duties or Compensation, in which case, your rights to terminate your employment with the Company pursuant to this Section 2.4 shall cease (unless there occurs thereafter another Change in Duties or Compensation) and you shall continue in the employment of the Company notwithstanding the notice that you have given; (b) allow you to continue your employment through the date that you have specified in your notice; or (c) immediately terminate your employment pursuant to Section 2.3. If you terminate your employment with the Company pursuant to this Section 2.4, you shall be entitled to receive Benefits pursuant to Section 3. Your failure to provide the notice required by this Section 2.4 shall result in you having no right to receive any further compensation from the Company except for any base salary or vacation earned but not paid, plus any bonus earned and accrued by the Company through the Effective Date.

3. SEVERANCE BENEFITS. If your employment with the Company is terminated as described in Section 2.3 or 2.4, you shall be entitled to the benefits specified in subsections 3.1, 3.2, and 3.3 (the "Benefits") for the period of time set forth in the applicable section.

3.1 Salary Payment or Continuance. You will be paid a single lump sum payment in an amount equal to 2.00 times the average of your annual base salary and any bonus payments for the 3 years immediately preceding the Effective Date. The determination of the amount of this payment shall be made by the Company's actuaries and benefit consultants and, absent manifest error, shall be final, binding and conclusive upon you and the Company.

3.2 Continuation of Benefits. During the 2 years following the

Effective Date that results in benefits under this Article 3 (the "Severance Period"), you shall continue to receive the medical, prescription, dental, employee life and group life insurance benefits at the levels to which you were entitled on the day preceding the Effective Date, or reasonably equivalent benefits, to the extent continuation is not prohibited or limited by applicable law. In no event shall substitute plans, practices, policies and programs provide you with benefits which are less favorable, in the aggregate, than the most favorable of those plans, practices, policies and programs in effect for you at any time during the 120-day period immediately preceding the Effective Date. However, if you become reemployed with another employer and are eligible to receive medical or other welfare benefits under another employer-provided plan, Company payments for these medical and other welfare benefits shall cease.

4. EFFECT OF TERMINATION ON STOCK OPTIONS AND RESTRICTED STOCK. In the event of any termination of your employment, all stock options and restricted stock held by you that are vested prior to the Effective Date shall be owned or exercisable in accordance with their terms; all stock options held by you that are not vested prior to the Effective Date shall lapse and be void; however, if your employment with the Company is terminated as described in Sections 2.3 or 2.4, then, if your option or restricted stock grants provide for immediate vesting in the event of a Change in Control, the terms of your option or restricted stock agreement shall control. If your option or restricted stock agreement does not provide for immediate vesting, you shall receive, within 30 days after the Effective Date, a lump sum cash distribution equal to: (a) the number of shares of the Company's ordinary shares that are subject to options or restricted stock grants held by you that are not vested as of the Effective Date multiplied by (b) the difference between: (i) the closing price of a share of the Company's ordinary shares on the NASDAQ National Market System as reported by The Wall Street Journal as of the day prior to the Effective Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading), and (ii) the applicable exercise prices or stock grant values of those non-vested shares.

5. DISCLOSURE OF INFORMATION. You recognize and acknowledge that, as a result of your employment by the Company, you have or will become familiar with and acquire knowledge of confidential information and certain trade secrets that are valuable, special, and unique assets of the Company. You agree that all that confidential information and trade secrets are the property of the Company. Therefore, you agree that, for and during your employment with the Company and continuing following the termination of your employment for any reason, all confidential information and trade secrets shall be considered to be proprietary to the Company and kept as the private records of the Company and will not be divulged to any firm, individual, or institution, or used to the detriment of the Company. The parties agree that nothing in this Section 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you.

6. GENERAL PROVISIONS.

6.1 Other Plans. Nothing in this Agreement shall affect your rights during your employment to receive increases in compensation, responsibilities or duties or to participate in and receive benefits from any pension plan, benefit plan or profit sharing plans except plans which specifically address benefits of the type addressed in Sections 3 and 4 of this Agreement.

6.2 Death During Severance Period. If you die during the Severance Period, any Benefits remaining to be paid to you shall be paid to the beneficiary designated by you to receive those Benefits (or in the absence of designation, to your surviving spouse or next of kin).

6.3 Notices. Any notices to be given under this Agreement may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the first page of this Agreement (to the attention of the Secretary in the case of notices to the Company), but each party may change the delivery address by written notice in

accordance with this Section 7.3. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the second day following deposit in the United States Mail.

6.4 Entire Agreement. This Agreement supersedes all previous oral or written agreements, understandings or arrangements between the Company and you regarding a termination of your employment with the Company or a change in your status, scope or authority and the salary, benefits or other compensation that you receive from the Company as a result of the termination of your employment with the Company (the "Subject Matter"), all of which are wholly terminated and canceled. This Agreement contains all of the covenants and agreements between the parties with respect to the Subject Matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with respect to the Subject Matter by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement. Any subsequent agreement relating to the Subject Matter or any modification of this Agreement will be effective only if it is in writing signed by the party against whom enforcement of the modification is sought.

6.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and it shall be enforced or challenged only in the courts of the State of Tennessee.

6.7 Waiver of Jury Trial. The Company and you expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agree that any such action or proceeding shall be tried before a court and not a jury. You irrevocably waive, to the fullest extent permitted by law, any objection that you may have now or hereafter to the specified venue of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

6.8 Miscellaneous. Failure or delay of either party to insist upon compliance with any provision of this Agreement will not operate as and is not to be construed to be a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate, and is not to be construed, as a waiver of any subsequent breach, irrespective of whether occurring under similar or dissimilar circumstances. You may not assign any of your rights under this Agreement. The rights and obligations of the Company under this Agreement shall benefit and bind the successors and assigns of the Company. The Company agrees that if it assigns this Agreement to any successor company, it will ensure that its terms are continued.

6.9 Certain Additional Payments by the Company.

The Company will pay you an amount (the "Additional Amount") equal to the excise tax under the United States Internal Revenue Code of 1986, as amended (the "Code"), if any, incurred by you by reason of the payments under this Agreement and any other plan, agreement or understanding between you and the Company or its parent, subsidiaries or affiliates (collectively, "Separation Payments") constituting excess parachute payments under Section 280G of the Code (or any successor provision). In addition, the Company will pay an amount equal to all excise taxes and federal, state and local income taxes incurred by you with respect to receipt of the Additional Amount. All determinations required to be made under this Section 6.9 including whether an Additional Amount is required and the amount of any Additional Amount, will be made by the independent auditors engaged by the Company immediately prior to the Change in Control (the "Accounting Firm"), which will provide detailed supporting calculations to the Company and you. In computing taxes, the Accounting Firm will use the highest marginal federal, state and local income tax rates applicable to you and will assume the full deductibility of state and local income taxes for purposes of computing federal income tax liability, unless you demonstrate that you will not in fact be

entitled to such a deduction for the year of payment.

The Additional Amount, computed assuming that all of the Separation Payments constitute excess parachute payments as defined in Section 280G of the Code (or any successor provision), will be paid to you at the time that the payments made pursuant to Section 3.1 is made unless the Company, prior to the Severance Period, provides you with an opinion of the Accounting Firm that you will not incur an excise tax on part or all of the Separation Payments. That opinion will be based upon the applicable regulations under Sections 280G and 4999 of the Code (or any successor provisions) or substantial authority within the meaning of Section 6662 of the Code. If that opinion applies only to part of the Separation Payments, the Company will pay you the Additional Amount with respect to the part of the Separation Payments not covered by the opinion.

The amount of the Additional Amount and the assumptions to be utilized in arriving at the determination, shall be made by the Company's Accounting Firm, whose decision shall be final and binding upon both you and the Company. You must notify the Company in writing no later than 30 days after you are informed of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Additional Amount. You must also cooperate fully with the Company and give the Company any information reasonably requested relating to the claim, and take all action in connection with contesting the claim as the Company reasonably requests in writing from time to time.

If all of the terms and conditions in this Agreement are agreed to by you, please signify your agreement by executing the enclosed duplicate of this letter and returning it to us. At the date of your return, this letter shall constitute a fully enforceable Agreement between us.

CBRL GROUP, INC.

By: /s/ Dan W. Evins
Dan W. Evins
Chairman and Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Company Employee's Signature: ________________________

Please Print or Type Name: ___________________________

Please Print or Type Title: ___________________________

Exhibit 10(r)

October 13, 1999

Richard K. Arras
5182 Colleton Way
Brentwood, TN 37027

Re: Employee Retention Agreement

Dear Rick:

The Board of Directors of the CBRL Group, Inc. recognizes the contribution that you have made to CBRL Group, Inc. or one of its direct or indirect subsidiaries (collectively, the "Company") and wishes to ensure your continuing commitment to the Company and its business operations. Accordingly, in exchange for your continuing commitment to the Company, and your energetic focus on continually improving operations, the Company promises you the following benefits if your employment with the Company is terminated in certain circumstances:

1. DEFINITIONS. As used in this Agreement, the following terms have the following meanings which are equally applicable to both the singular and plural forms of the terms defined:

1.1 "Cause" means any one of the following:

(a) personal dishonesty;
(b) willful misconduct;
(c) breach of fiduciary duty; or
(d) conviction of any felony or crime involving moral turpitude.

1.2 "Change in Control" means: (a) that after the date of this Agreement, a person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding voting securities, unless that acquisition was approved by a vote of at least 2/3 of the directors in office immediately prior to the acquisition; (b) that during any period of 2 consecutive years following the date of this Agreement, individuals who at the beginning of the period constitute members of the Board of Directors of the Company cease for any reason to constitute a majority of the Board unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least 2/3 of the directors then still in office who were directors at the beginning of the 2-year period; (c) a merger, consolidation or reorganization of the Company (but this provision does not apply to a recapitalization or similar financial restructuring which does not involve a material change in ownership of equity of the Company and which does not result in a change in membership of the Board of Directors); or (d) a sale of all or substantially all of the Company's assets.

1.3 "Change in Control Period" means a 2-year year period beginning the day after a Change in Control occurs.

1.4 "Change in Duties or Compensation" means any one of: (a) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect at the time a Change in Control occurs, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities at the time such Change in Control occurs (it being understood and acknowledged by you that a Change in Control that results in two persons of which you are one having similar or sharing duties and responsibilities shall not be a material change in your duties and responsibilities); (b) a reduction in your salary or a material change in benefits (excluding discretionary bonuses), from the salary and benefits in effect at the time a Change in Control occurs; or (c) a change in the location of your work assignment from your location at the time a Change in Control occurs to any other city or geographical location that is located further than 50 miles from that location.

2. TERMINATION OF EMPLOYMENT; SEVERANCE. Your immediate

supervisor or the Company's Board of Directors may terminate your employment, with or without cause, at any time by giving you written notice of your termination, such termination of employment to be effective on the date specified in the notice. You also may terminate your employment with the Company at any time. The effective date of termination (the "Effective Date") shall be the last day of your employment with the Company, as specified in a notice by you, or if you are terminated by the Company, the date that is specified by the Company in its notice to you. The following subsections set forth your rights to severance in the event of the termination of your employment in certain circumstances by either the Company or you. Section 5 also sets forth certain restrictions on your activities if your employment with the Company is terminated, whether by the Company or you. That section shall survive any termination of this Agreement or your employment with the Company.

2.1 Termination by the Company for Cause. If you are terminated for Cause, the Company shall have no further obligation to you, and your participation in all of the Company's benefit plans and programs shall cease as of the Effective Date. In the event of a termination for Cause, you shall not be entitled to receive severance benefits described in Section 3.

2.2 Termination by the Company Without Cause Other Than During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause at a time other than during a Change in Control Period, you shall be entitled to only those severance benefits provided by the Company's severance policy or policies then in effect. You shall not be entitled to receive benefits pursuant to Section 3 of this Agreement.

2.3 Termination by the Company Without Cause During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause during a Change in Control Period, you shall be entitled to receive Benefits pursuant to Section 3. A termination within 90 days prior to a Change in Control which occurs solely in order to make you ineligible for the benefits of this Agreement shall be considered a termination without Cause during a Change in Control Period.

2.4 Termination By You For Change in Duties or Compensation During a Change in Control Period. If during a Change in Control Period there occurs a Change in Duties or Compensation you may terminate your employment with the Company at any time within 30 days after the occurrence of the Change in Duties or Compensation, by giving to the Company not less than 120 nor more than 180 days notice of termination. During the notice period that you continue to work, any reduction in your Compensation will be restored. At the option of the Company, following receipt of this notice, it may: (a) change or cure, within 15 days, the condition that you claim has caused the Change in Duties or Compensation, in which case, your rights to terminate your employment with the Company pursuant to this Section 2.4 shall cease (unless there occurs thereafter another Change in Duties or Compensation) and you shall continue in the employment of the Company notwithstanding the notice that you have given; (b) allow you to continue your employment through the date that you have specified in your notice; or (c) immediately terminate your employment pursuant to Section 2.3. If you terminate your employment with the Company pursuant to this Section 2.4, you shall be entitled to receive Benefits pursuant to Section 3. Your failure to provide the notice required by this Section 2.4 shall result in you having no right to receive any further compensation from the Company except for any base salary or vacation earned but not paid, plus any bonus earned and accrued by the Company through the Effective Date.

3. SEVERANCE BENEFITS. If your employment with the Company is terminated as described in Section 2.3 or 2.4, you shall be entitled to the benefits specified in subsections 3.1, 3.2, and 3.3 (the "Benefits") for the period of time set forth in the applicable section.

3.1 Salary Payment or Continuance. You will be paid a single lump sum payment in an amount equal to 2.99 times the average of your annual base salary and any bonus payments for the 3 years immediately preceding the Effective Date. The determination of the amount of this payment shall be made by the Company's actuaries and benefit consultants and, absent manifest error, shall be final, binding and conclusive upon you and the Company.

3.2 Continuation of Benefits. During the 2 years following the Effective Date (the "Severance Period") that results in benefits under this Article 3, you shall continue to receive the medical, prescription, dental, employee life and group life insurance benefits at the levels to which you were entitled on the day preceding the Effective Date, or reasonably equivalent benefits, to the extent continuation is not prohibited or limited by applicable law. In no event shall substitute plans, practices, policies and programs provide you with benefits which are less favorable, in the aggregate, than the most favorable of those plans, practices, policies and programs in effect for you at any time during the 120-day period immediately preceding the Effective Date. However, if you become reemployed with another employer and are eligible to receive medical or other welfare benefits under another employer-provided plan, Company payments for these medical and other welfare benefits shall cease.

4. EFFECT OF TERMINATION ON STOCK OPTIONS AND RESTRICTED STOCK. In the event of any termination of your employment, all stock options and restricted stock held by you that are vested prior to the Effective Date shall be owned or exercisable in accordance with their terms; all stock options held by you that are not vested prior to the Effective Date shall lapse and be void; however, if your employment with the Company is terminated as described in Sections 2.3 or 2.4, then, if your option or restricted stock grants provide for immediate vesting in the event of a Change in Control, the terms of your option or restricted stock agreement shall control. If your option or restricted stock agreement does not provide for immediate vesting, you shall receive, within 30 days after the Effective Date, a lump sum cash distribution equal to: (a) the number of shares of the Company's ordinary shares that are subject to options or restricted stock grants held by you that are not vested as of the Effective Date multiplied by (b) the difference between: (i) the closing price of a share of the Company's ordinary shares on the NASDAQ National Market System as reported by The Wall Street Journal as of the day prior to the Effective Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading), and (ii) the applicable exercise prices or stock grant values of those non-vested shares.

5. DISCLOSURE OF INFORMATION. You recognize and acknowledge that, as a result of your employment by the Company, you have or will become familiar with and acquire knowledge of confidential information and certain trade secrets that are valuable, special, and unique assets of the Company. You agree that all that confidential information and trade secrets are the property of the Company. Therefore, you agree that, for and during your employment with the Company and continuing following the termination of your employment for any reason, all confidential information and trade secrets shall be considered to be proprietary to the Company and kept as the private records of the Company and will not be divulged to any firm, individual, or institution, or used to the detriment of the Company. The parties agree that nothing in this Section 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you.

6. GENERAL PROVISIONS.

6.1 Other Plans. Nothing in this Agreement shall affect your rights during your employment to receive increases in compensation, responsibilities or duties or to participate in and receive benefits from any pension plan, benefit plan or profit sharing plans except plans which specifically address benefits of the type addressed in Sections 3 and 4 of this Agreement.

6.2 Death During Severance Period. If you die during the Severance Period, any Benefits remaining to be paid to you shall be paid to the beneficiary designated by you to receive those Benefits (or in the absence of designation, to your surviving spouse or next of kin).

6.3 Notices. Any notices to be given under this Agreement may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses

appearing on the first page of this Agreement (to the attention of the Secretary in the case of notices to the Company), but each party may change the delivery address by written notice in accordance with this Section 7.3. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the second day following deposit in the United States Mail.

6.4 Entire Agreement. This Agreement supersedes all previous oral or written agreements, understandings or arrangements between the Company and you regarding a termination of your employment with the Company or a change in your status, scope or authority and the salary, benefits or other compensation that you receive from the Company as a result of the termination of your employment with the Company (the "Subject Matter"), all of which are wholly terminated and canceled. This Agreement contains all of the covenants and agreements between the parties with respect to the Subject Matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with respect to the Subject Matter by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement. Any subsequent agreement relating to the Subject Matter or any modification of this Agreement will be effective only if it is in writing signed by the party against whom enforcement of the modification is sought.

6.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and it shall be enforced or challenged only in the courts of the State of Tennessee.

6.7 Waiver of Jury Trial. The Company and you expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agree that any such action or proceeding shall be tried before a court and not a jury. You irrevocably waive, to the fullest extent permitted by law, any objection that you may have now or hereafter to the specified venue of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

6.8 Miscellaneous. Failure or delay of either party to insist upon compliance with any provision of this Agreement will not operate as and is not to be construed to be a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate, and is not to be construed, as a waiver of any subsequent breach, irrespective of whether occurring under similar or dissimilar circumstances. You may not assign any of your rights under this Agreement. The rights and obligations of the Company under this Agreement shall benefit and bind the successors and assigns of the Company. The Company agrees that if it assigns this Agreement to any successor company, it will ensure that its terms are continued.

6.9 Certain Additional Payments by the Company.

a. The Company will pay you an amount (the "Additional Amount") equal to the excise tax under the United States Internal Revenue Code of 1986, as amended (the "Code"), if any, incurred by you by reason of the payments under this Agreement and any other plan, agreement or understanding between you and the Company or its parent, subsidiaries or affiliates (collectively, "Separation Payments") constituting excess parachute payments under Section 280G of the Code (or any successor provision). In addition, the Company will pay an amount equal to all excise taxes and federal, state and local income taxes incurred by you with respect to receipt of the Additional Amount. All determinations required to be made under this Section 6.9 including whether an Additional Amount is required and the amount of any Additional Amount, will be made by the independent auditors engaged by the Company immediately prior to the Change in Control (the "Accounting Firm"), which will provide detailed supporting calculations to the Company and you. In computing taxes, the Accounting Firm will use the highest marginal federal, state and local income tax rates

applicable to you and will assume the full deductibility of state and local income taxes for purposes of computing federal income tax liability, unless you demonstrate that you will not in fact be entitled to such a deduction for the year of payment.

b. The Additional Amount, computed assuming that all of the Separation Payments constitute excess parachute payments as defined in Section 280G of the Code (or any successor provision), will be paid to you at the time that the payments made pursuant to Section 3.1 is made unless the Company, prior to the Severance Period, provides you with an opinion of the Accounting Firm that you will not incur an excise tax on part or all of the Separation Payments. That opinion will be based upon the applicable regulations under Sections 280G and 4999 of the Code (or any successor provisions) or substantial authority within the meaning of Section 6662 of the Code. If that opinion applies only to part of the Separation Payments, the Company will pay you the Additional Amount with respect to the part of the Separation Payments not covered by the opinion.

c. The amount of the Additional Amount and the assumptions to be utilized in arriving at the determination, shall be made by the Company's Accounting Firm, whose decision shall be final and binding upon both you and the Company. You must notify the Company in writing no later than 30 days after you are informed of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Additional Amount. You must also cooperate fully with the Company and give the Company any information reasonably requested relating to the claim, and take all action in connection with contesting the claim as the Company reasonably requests in writing from time to time.

If all of the terms and conditions in this Agreement are agreed to by you, please signify your agreement by executing the enclosed duplicate of this letter and returning it to us. At the date of your return, this letter shall constitute a fully enforceable Agreement between us.

CBRL GROUP, INC.

By: /s/ Dan W. Evins
Dan W. Evins
Chairman and Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Company Employee's Signature: ________________________

Please Print or Type Name: ___________________________

Please Print or Type Title: ____________________________

Exhibit 10(s)

October 13, 1999

James F. Blackstock
533 Turtle Creek Drive
Brentwood, TN 37027

Re: Employee Retention Agreement

Dear Jim:

The Board of Directors of the CBRL Group, Inc. recognizes the contribution that you have made to CBRL Group, Inc. or one of its direct or indirect subsidiaries (collectively, the "Company") and wishes to ensure your continuing commitment to the Company and its business operations. Accordingly, in exchange for your continuing commitment to the Company, and your energetic focus on continually improving operations, the Company promises you the following benefits if your employment with the Company is terminated in certain circumstances:

1. DEFINITIONS. As used in this Agreement, the following terms have the following meanings which are equally applicable to both the singular and plural forms of the terms defined:

1.1 "Cause" means any one of the following:

(a) personal dishonesty;
(b) willful misconduct;
(c) breach of fiduciary duty; or
(d) conviction of any felony or crime involving moral turpitude.

1.2 "Change in Control" means: (a) that after the date of this Agreement, a person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding voting securities, unless that acquisition was approved by a vote of at least 2/3 of the directors in office immediately prior to the acquisition; (b) that during any period of 2 consecutive years following the date of this Agreement, individuals who at the beginning of the period constitute members of the Board of Directors of the Company cease for any reason to constitute a majority of the Board unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least 2/3 of the directors then still in office who were directors at the beginning of the 2-year period; (c) a merger, consolidation or reorganization of the Company (but this provision does not apply to a recapitalization or similar financial restructuring which does not involve a material change in ownership of equity of the Company and which does not result in a change in membership of the Board of Directors); or (d) a sale of all or substantially all of the Company's assets.

1.3 "Change in Control Period" means a 2-year period beginning the day after a Change in Control occurs.

1.4 "Change in Duties or Compensation" means any one of: (a) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect at the time a Change in Control occurs, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities at the time such Change in Control occurs (it being understood and acknowledged by you that a Change in Control that results in two persons of which you are one having similar or sharing duties and responsibilities shall not be a material change in your duties and responsibilities); (b) a reduction in your salary or a material change in benefits (excluding discretionary bonuses), from the salary and benefits in effect at the time a Change in Control occurs; or (c) a change in the location of your work assignment from your location at the time a Change in Control occurs to any other city or geographical location that is located further than 50 miles from that location.

2. TERMINATION OF EMPLOYMENT; SEVERANCE. Your immediate supervisor or the Company's Board of Directors may terminate your employment, with or without cause, at any time by giving you written notice of your termination, such termination of employment

to be effective on the date specified in the notice. You also may terminate your employment with the Company at any time. The effective date of termination (the "Effective Date") shall be the last day of your employment with the Company, as specified in a notice by you, or if you are terminated by the Company, the date that is specified by the Company in its notice to you. The following subsections set forth your rights to severance in the event of the termination of your employment in certain circumstances by either the Company or you. Section 5 also sets forth certain restrictions on your activities if your employment with the Company is terminated, whether by the Company or you. That section shall survive any termination of this Agreement or your employment with the Company.

2.1 Termination by the Company for Cause. If you are terminated for Cause, the Company shall have no further obligation to you, and your participation in all of the Company's benefit plans and programs shall cease as of the Effective Date. In the event of a termination for Cause, you shall not be entitled to receive severance benefits described in Section 3.

2.2 Termination by the Company Without Cause Other Than During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause at a time other than during a Change in Control Period, you shall be entitled to only those severance benefits provided by the Company's severance policy or policies then in effect. You shall not be entitled to receive benefits pursuant to Section 3 of this Agreement.

2.3 Termination by the Company Without Cause During a Change in Control Period. If your employment with the Company is terminated by the Company without Cause during a Change in Control Period, you shall be entitled to receive Benefits pursuant to Section 3. A termination within 90 days prior to a Change in Control which occurs solely in order to make you ineligible for the benefits of this Agreement shall be considered a termination without Cause during a Change in Control Period.

2.4 Termination By You For Change in Duties or Compensation During a Change in Control Period. If during a Change in Control Period there occurs a Change in Duties or Compensation you may terminate your employment with the Company at any time within 30 days after the occurrence of the Change in Duties or Compensation, by giving to the Company not less than 120 nor more than 180 days notice of termination. During the notice period that you continue to work, any reduction in your Compensation will be restored. At the option of the Company, following receipt of this notice, it may: (a) change or cure, within 15 days, the condition that you claim has caused the Change in Duties or Compensation, in which case, your rights to terminate your employment with the Company pursuant to this Section 2.4 shall cease (unless there occurs thereafter another Change in Duties or Compensation) and you shall continue in the employment of the Company notwithstanding the notice that you have given; (b) allow you to continue your employment through the date that you have specified in your notice; or (c) immediately terminate your employment pursuant to Section 2.3. If you terminate your employment with the Company pursuant to this Section 2.4, you shall be entitled to receive Benefits pursuant to Section 3. Your failure to provide the notice required by this Section 2.4 shall result in you having no right to receive any further compensation from the Company except for any base salary or vacation earned but not paid, plus any bonus earned and accrued by the Company through the Effective Date.

3. SEVERANCE BENEFITS. If your employment with the Company is terminated as described in Section 2.3 or 2.4, you shall be entitled to the benefits specified in subsections 3.1, 3.2, and 3.3 (the "Benefits") for the period of time set forth in the applicable section.

3.1 Salary Payment or Continuance. You will be paid a single lump sum payment in an amount equal to 2.00 times the average of your annual base salary and any bonus payments for the 3 years immediately preceding the Effective Date. The determination of the amount of this payment shall be made by the Company's actuaries and benefit consultants and, absent manifest error, shall be final, binding and conclusive upon you and the Company.

3.2 Continuation of Benefits. During the 2 years following the Effective Date that results in benefits under this Article 3 (the "Severance Period"), you shall continue to receive the medical,

prescription, dental, employee life and group life insurance benefits at the levels to which you were entitled on the day preceding the Effective Date, or reasonably equivalent benefits, to the extent continuation is not prohibited or limited by applicable law. In no event shall substitute plans, practices, policies and programs provide you with benefits which are less favorable, in the aggregate, than the most favorable of those plans, practices, policies and programs in effect for you at any time during the 120-day period immediately preceding the Effective Date. However, if you become reemployed with another employer and are eligible to receive medical or other welfare benefits under another employer-provided plan, Company payments for these medical and other welfare benefits shall cease.

4. EFFECT OF TERMINATION ON STOCK OPTIONS AND RESTRICTED STOCK. In the event of any termination of your employment, all stock options and restricted stock held by you that are vested prior to the Effective Date shall be owned or exercisable in accordance with their terms; all stock options held by you that are not vested prior to the Effective Date shall lapse and be void; however, if your employment with the Company is terminated as described in Sections 2.3 or 2.4, then, if your option or restricted stock grants provide for immediate vesting in the event of a Change in Control, the terms of your option or restricted stock agreement shall control. If your option or restricted stock agreement does not provide for immediate vesting, you shall receive, within 30 days after the Effective Date, a lump sum cash distribution equal to: (a) the number of shares of the Company's ordinary shares that are subject to options or restricted stock grants held by you that are not vested as of the Effective Date multiplied by (b) the difference between: (i) the closing price of a share of the Company's ordinary shares on the NASDAQ National Market System as reported by The Wall Street Journal as of the day prior to the Effective Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading), and (ii) the applicable exercise prices or stock grant values of those non-vested shares.

5. DISCLOSURE OF INFORMATION. You recognize and acknowledge that, as a result of your employment by the Company, you have or will become familiar with and acquire knowledge of confidential information and certain trade secrets that are valuable, special, and unique assets of the Company. You agree that all that confidential information and trade secrets are the property of the Company. Therefore, you agree that, for and during your employment with the Company and continuing following the termination of your employment for any reason, all confidential information and trade secrets shall be considered to be proprietary to the Company and kept as the private records of the Company and will not be divulged to any firm, individual, or institution, or used to the detriment of the Company. The parties agree that nothing in this Section 6 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 6, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you.

6. GENERAL PROVISIONS.

6.1 Other Plans. Nothing in this Agreement shall affect your rights during your employment to receive increases in compensation, responsibilities or duties or to participate in and receive benefits from any pension plan, benefit plan or profit sharing plans except plans which specifically address benefits of the type addressed in Sections 3 and 4 of this Agreement.

6.2 Death During Severance Period. If you die during the Severance Period, any Benefits remaining to be paid to you shall be paid to the beneficiary designated by you to receive those Benefits (or in the absence of designation, to your surviving spouse or next of kin).

6.3 Notices. Any notices to be given under this Agreement may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the first page of this Agreement (to the attention of the Secretary in the case of notices to the Company), but each party may change the delivery address by written notice in accordance with this Section 7.3. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices

shall be deemed communicated as of the second day following deposit in the United States Mail.

6.4 Entire Agreement. This Agreement supersedes all previous oral or written agreements, understandings or arrangements between the Company and you regarding a termination of your employment with the Company or a change in your status, scope or authority and the salary, benefits or other compensation that you receive from the Company as a result of the termination of your employment with the Company (the "Subject Matter"), all of which are wholly terminated and canceled. This Agreement contains all of the covenants and agreements between the parties with respect to the Subject Matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with respect to the Subject Matter by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement. Any subsequent agreement relating to the Subject Matter or any modification of this Agreement will be effective only if it is in writing signed by the party against whom enforcement of the modification is sought.

6.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and it shall be enforced or challenged only in the courts of the State of Tennessee.

6.7 Waiver of Jury Trial. The Company and you expressly waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agree that any such action or proceeding shall be tried before a court and not a jury. You irrevocably waive, to the fullest extent permitted by law, any objection that you may have now or hereafter to the specified venue of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

6.8 Miscellaneous. Failure or delay of either party to insist upon compliance with any provision of this Agreement will not operate as and is not to be construed to be a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate, and is not to be construed, as a waiver of any subsequent breach, irrespective of whether occurring under similar or dissimilar circumstances. You may not assign any of your rights under this Agreement. The rights and obligations of the Company under this Agreement shall benefit and bind the successors and assigns of the Company. The Company agrees that if it assigns this Agreement to any successor company, it will ensure that its terms are continued.

6.9 Certain Additional Payments by the Company.

The Company will pay you an amount (the "Additional Amount") equal to the excise tax under the United States Internal Revenue Code of 1986, as amended (the "Code"), if any, incurred by you by reason of the payments under this Agreement and any other plan, agreement or understanding between you and the Company or its parent, subsidiaries or affiliates (collectively, "Separation Payments") constituting excess parachute payments under Section 280G of the Code (or any successor provision). In addition, the Company will pay an amount equal to all excise taxes and federal, state and local income taxes incurred by you with respect to receipt of the Additional Amount. All determinations required to be made under this Section 6.9 including whether an Additional Amount is required and the amount of any Additional Amount, will be made by the independent auditors engaged by the Company immediately prior to the Change in Control (the "Accounting Firm"), which will provide detailed supporting calculations to the Company and you. In computing taxes, the Accounting Firm will use the highest marginal federal, state and local income tax rates applicable to you and will assume the full deductibility of state and local income taxes for purposes of computing federal income tax liability, unless you demonstrate that you will not in fact be entitled to such a deduction for the year of payment.

The Additional Amount, computed assuming that all of the Separation Payments constitute excess parachute payments as defined in Section 280G of the Code (or any successor provision), will be paid to you at the time that the payments made pursuant to Section 3.1 is made unless the Company, prior to the Severance Period, provides you with an opinion of the Accounting Firm that you will not incur an excise tax on part or all of the Separation Payments. That opinion will be based upon the applicable regulations under Sections 280G and 4999 of the Code (or any successor provisions) or substantial authority within the meaning of Section 6662 of the Code. If that opinion applies only to part of the Separation Payments, the Company will pay you the Additional Amount with respect to the part of the Separation Payments not covered by the opinion.

The amount of the Additional Amount and the assumptions to be utilized in arriving at the determination, shall be made by the Company's Accounting Firm, whose decision shall be final and binding upon both you and the Company. You must notify the Company in writing no later than 30 days after you are informed of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Additional Amount. You must also cooperate fully with the Company and give the Company any information reasonably requested relating to the claim, and take all action in connection with contesting the claim as the Company reasonably requests in writing from time to time.

If all of the terms and conditions in this Agreement are agreed to by you, please signify your agreement by executing the enclosed duplicate of this letter and returning it to us. At the date of your return, this letter shall constitute a fully enforceable Agreement between us.

CBRL GROUP, INC.

By: /s/ Dan W. Evins
Dan W. Evins
Chairman and Chief Executive Officer

The foregoing is fully agreed to and accepted by:

Company Employee's Signature: ________________________

Please Print or Type Name: ___________________________

Please Print or Type Title: ____________________________

Exhibit 13

SELECTED FINANCIAL DATA

For each of the fiscal years ended
(In thousands except per share data)

	July 30, 1999	July 31, 1998	August 1, 1997	August 2, 1996	July 28, 1995
OPERATING RESULTS					
Total revenue	$1,531,625	$1,317,104	$1,123,851	$943,287	$783,093
Cost of goods sold	538,051	450,120	387,703	324,905	264,809
Gross profit	993,574	866,984	736,148	618,382	518,284
Labor & other related expenses	538,348	441,121	378,117	314,157	256,253
Other store operating expenses	248,208	197,098	162,675	138,701	114,564
Store closing costs*	--	--	--	14,199	--
Store operating income	207,018	228,765	195,356	151,325	147,467
General and administrative	82,006	63,648	57,798	50,627	44,746
Amortization of goodwill	2,169	208	--	--	--
Operating income	122,843	164,909	137,558	100,698	102,721
Interest expense	11,324	3,026	2,089	369	723
Interest income	1,319	2,847	1,988	2,051	3,335
Income before income taxes	112,838	164,730	137,457	102,380	105,333
Provision for income taxes	42,653	60,594	50,859	38,865	39,290
Net income	$ 70,185	$ 104,136	$ 86,598	$ 63,515	$ 66,043
SHARE DATA					
Net earnings per share:					
Basic	$1.16	$1.68	$1.42	$1.05	$1.10
Diluted	1.16	1.65	1.41	1.04	1.09
Dividends paid per share	$ .02	$ .02	$ .02	$ .02	$ .02
Weighted average shares outstanding:					
Basic	60,329	61,832	60,824	60,352	59,986
Diluted	60,610	63,028	61,456	60,811	60,554
FINANCIAL POSITION					
Working capital	$ (5,803)	$ 60,804	$ 60,654	$ 23,289	$ 43,600
Total assets	1,277,781	992,108	828,705	676,379	604,515
Property and equipment-net	1,020,055	812,321	678,167	568,573	479,518
Long-term debt	312,000	59,500	62,000	15,500	19,500
Capital lease obligations	902	1,102	1,302	1,468	1,598
Shareholders' equity	791,007	803,374	660,432	566,221	496,083

*Represents one-time charge to close certain stores and other write-offs.

MARKET PRICE AND DIVIDEND INFORMATION

The following table indicates the high and low sales prices of the Company's common stock, as reported by The Nasdaq Stock Market (National Market), and dividends paid.

	Fiscal Year 1999			Fiscal Year 1998		
	Prices		Dividends	Prices		Dividends
Quarter	High	Low	Paid	High	Low	Paid
First	$30.50	$22.13	$.005	$33.13	$27.50	$.005
Second	27.88	20.13	.005	35.63	29.19	.005
Third	23.50	16.00	.005	43.00	34.19	.005
Fourth	20.50	14.81	.005	36.38	26.00	.005

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS
The following table highlights operating results over the past three fiscal years:

	Relationship to Total Revenue			Period to Period Increase(Decrease)	
	1999	1998	1997	1999 vs 1998	1998 vs 1997
Net sales:					
Restaurant	76.0%	76.3%	76.8%	16%	16%
Retail	24.0	23.7	23.2	18	20
Total net sales	100.0	100.0	100.0	16	17
Franchise fees and royalties	--	--	--	--	--
Total revenue	100.0%	100.0%	100.0%	16	17
Cost of goods sold	35.1	34.2	34.5	20	16
Gross profit	64.9	65.8	65.5	15	18
Labor & other related expenses	35.2	33.5	33.7	22	17
Other store operating expenses	16.2	15.0	14.5	26	21
Store operating income	13.5	17.3	17.3	(10)	17
General & administrative	5.4	4.8	5.1	29	10
Amortization of goodwill	0.1	0.0	0.0	938	--
Operating income	8.0	12.5	12.2	(26)	20
Interest expense	0.7	0.2	0.2	274	45
Interest income	0.1	0.2	0.2	(54)	43
Income before income taxes	7.4	12.5	12.2	(32)	20
Provision for income taxes	2.8	4.6	4.5	(30)	19
Net income	4.6	7.9	7.7	(33)	20

The following table highlights same store sales* results over the past two years:

	Period to Period Increase(Decrease)	
	1999 vs 1998 (283 Stores)	1998 vs 1997 (257 Stores)
Restaurant	(3)%	2%
Retail	2	2
Restaurant & retail	(2)	2

*In the fiscal 1999 versus fiscal 1998 comparison, same store sales consist of sales of stores open six full quarters at the beginning of fiscal 1999. In the fiscal 1998 versus fiscal 1997 comparison, same store sales consist of sales of stores open throughout both of the fiscal years under comparison. The difference in methodologies did not have a material effect on the same store sales analysis. The same store sales analysis represents Cracker Barrel Old Country Store same store sales only.

Except for specific historical information, the matters discussed in this Annual Report to Shareholders, as well as the Company's Form 10-K filed with the Securities and Exchange Commission for the year ended July 30, 1999, are forward-looking statements that involve risks, uncertainties and other factors which may cause actual results and performance of CBRL Group, Inc. to differ materially from those expressed or implied by these statements. Factors which will affect actual results include, but are not limited to: the availability and costs of acceptable sites for development; the effect of increased competition at Company locations on employee recruiting and retention, labor costs and restaurant sales; the ability of the Company to recruit, train and retain restaurant personnel; the acceptance of the Company's concepts as the Company continues to expand into new geographic regions; changes in or implementation of additional governmental rules and regulations; the effects of local or regional Year 2000-related computer failures on utilities and vendors serving the Company; and other factors described from time to time in the Company's filings with the Securities and Exchange Commission, press releases and other communications.

Cracker Barrel Old Country Store, Inc. ("Cracker Barrel") same store restaurant sales decreased 3% in fiscal 1999 versus the comparable 52 weeks of fiscal 1998. Same store restaurant sales increased 2% for the comparable 52 weeks of fiscal 1998 versus fiscal 1997. The decrease in same store sales growth from fiscal

1998 to fiscal 1999 was primarily due to menu decreases of approximately 1% and 3% instituted in September 1998 and March 1999, respectively, and a decrease in customer traffic of approximately 4%, partially offset by a menu increase of approximately 4% in May 1998.

Cracker Barrel same store retail sales increased 2% in fiscal 1999 versus the comparable 52 weeks of fiscal 1998 and also increased 2% for the comparable 52-week period in fiscal 1998 versus fiscal 1997. Same store retail sales growth from fiscal 1998 to fiscal 1999 was maintained at a 2% increase even with restaurant customer traffic decreases primarily due to an improved assortment of retail items in the stores and increased sales from a significant increase in markdowns of retail merchandise.

In fiscal 1999, total net sales (restaurant and retail) in the 283 Cracker Barrel same stores averaged $3.93 million. Restaurant sales were 75.5% of total net sales in the same 283 stores in fiscal 1999 and 76.5% in fiscal 1998.

Total revenue, which increased 16% and 17% in fiscal 1999 and 1998, respectively, benefited from the opening of 40, 50 and 50 new Cracker Barrel stores in fiscal 1999, 1998 and 1997, respectively, and the acquisitions of Logan's Roadhouse, Inc. ("Logan's Roadhouse") in February 1999 and Carmine Giardini's Gourmet Market and La Trattoria Ristorante ("Carmine's") in April 1998. (See Note 7 to the Company's Consolidated Financial Statements.)

Cost of goods sold as a percentage of total revenue increased in fiscal 1999 to 35.1% from 34.2% in 1998. This increase was primarily due to a significant increase in markdowns of retail merchandise versus the prior year, higher retail shrinkage versus the prior year and an increased mix of retail sales, which have a higher cost of goods than restaurant sales. These increases were partially offset by the benefit to cost of goods sold from the inclusion of Logan's Roadhouse, which has lower cost of goods sold as a percentage of total revenue than Cracker Barrel. Food cost as a percentage of net restaurant sales in fiscal 1999 increased slightly from fiscal 1998 primarily due to increases in dairy prices. These increases were partially offset by the net benefit to cost of goods sold from a menu increase of approximately 4% at Cracker Barrel in May 1998, and menu decreases of approximately 1% and 3% at Cracker Barrel in September 1998 and March 1999, respectively. Cost of goods sold as a percentage of total revenue decreased in fiscal 1998 to 34.2% from 34.5% in 1997. This decrease was primarily due to improved initial mark-ons for retail merchandise, partially offset by an increased mix of retail sales which have a higher cost of goods than restaurant sales. Food cost as a percentage of net restaurant sales in fiscal 1998 was unchanged from fiscal 1997 primarily due to increases in coffee, produce and dairy prices offset by menu increases of approximately 2% and 4% in May 1997 and May 1998, respectively.

Labor and other related expenses include all direct and indirect labor and related costs incurred in store operations. Labor expenses as a percentage of total revenue were 35.2%, 33.5% and 33.7% in fiscal 1999, 1998 and 1997, respectively. The year to year increase in fiscal 1999 versus fiscal 1998 was primarily due to increased Cracker Barrel restaurant labor hours to improve guest service, hourly wage inflation at Cracker Barrel stores of approximately 4%, increases in Cracker Barrel's field management salary structure to attract and retain quality store managers, and increased costs related to a new group health plan implemented in January 1999. These increases were partially offset by lower bonus payouts under the Cracker Barrel store-level bonus program and the benefit to labor expense from adding Logan's Roadhouse, which has lower labor as a percentage of revenue than Cracker Barrel. The year to year decrease in fiscal 1998 versus fiscal 1997 was primarily due to lower bonus payouts under the store-level bonus program instituted in fiscal 1997 and enhanced operational productivity in the stores, partially offset by store-level hourly wage inflation of approximately 3%.

Other store operating expenses include all unit-level operating costs, the major components of which are operating supplies, repairs and maintenance, advertising expenses, utilities, depreciation and amortization. Other store operating expenses as a percentage of total revenue were 16.2%, 15.0% and 14.5% in fiscal 1999, 1998 and 1997, respectively. The year to year increase in fiscal 1999 versus fiscal 1998 was primarily due

to incremental Cracker Barrel advertising expense, which resulted from increased television and radio advertising and other general advertising programs, higher Cracker Barrel store maintenance costs, the effect of lower sales volumes on fixed costs as a percentage of total revenue at Cracker Barrel and the inclusion of Logan's Roadhouse, which has higher other store operating expenses as a percentage of total revenue than Cracker Barrel. The year to year increase in fiscal 1998 versus fiscal 1997 was primarily due to the incremental advertising expense, resulting from increased general advertising and the rollout of the Cracker Barrel Old Country Store Neighborhood Program, and higher general liability insurance costs versus the prior year.

General and administrative expenses as a percentage of total revenue were 5.4%, 4.8% and 5.1% in fiscal 1999, 1998 and 1997, respectively. The year to year increase in fiscal 1999 versus fiscal 1998 was primarily due to higher Cracker Barrel recruiting and training costs to attract and train quality store managers, increased general and administrative expenses from the acquisitions of Logan's Roadhouse in February 1999 and Carmine's in April 1998 and costs related to the holding company formation. These increases were partially offset by a decrease in corporate bonuses versus fiscal 1998. The reduction in fiscal 1998 versus fiscal 1997 primarily reflected improved sales volume.

Interest expense increased in fiscal 1999 to $11.3 million from $3.0 million in fiscal 1998 and $2.1 million in fiscal 1997. The increase from fiscal 1998 to fiscal 1999 was primarily due to the Company's drawing a net $255 million on its bank revolving credit facility to finance the Logan's Roadhouse acquisition and its stock buyback program. The increase from fiscal 1997 to fiscal 1998 was primarily due to the Company's drawing on a $50.0 million term loan on December 2, 1996 to finance Cracker Barrel's store expansion program.

Interest income decreased to $1.3 million in fiscal 1999 from $2.8 million in fiscal 1998. The primary reason for the decrease was lower average funds available for investment. Interest income increased to $2.8 million in fiscal 1998 from $2.0 million in fiscal 1997. The primary reason for the increase was higher average funds available for investment.

Provision for income taxes as a percent of pretax income was 37.8% for fiscal 1999, 36.8% for fiscal 1998 and 37.0% for fiscal 1997. The primary reason for the increase in the tax rate in fiscal 1999 from fiscal 1998 was the non-deductibility of the amortization of goodwill and costs related to the acquisition of Logan's Roadhouse in February 1999. The primary reason for the decrease in the tax rate in fiscal 1998 from fiscal 1997 was a decrease in the effective state tax rates.

IMPACT OF RECENT ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

The Company will adopt Statement of Financial Accounting Standards ("SFAS") No. 133, "Accounting for Derivative Instruments and Hedging Activities," in the first quarter of fiscal 2001. The Company is still evaluating the effect of adopting SFAS No. 133, but does not expect the adoption to have a material effect on the Company's consolidated financial statements. The American Institute of Certified Public Accountants' Statement of Position ("SOP") 98-1, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use," and SOP 98-5, "Reporting of the Costs of Start-up Activities," become effective for the Company in the first quarter of fiscal 2000. The Company does not expect the adoption of either SOP to have a material effect on the Company's consolidated financial statements. (See Note 2 to the Company's Consolidated Financial Statements.)

YEAR 2000

Many software applications and computer operational programs written in the past were not designed to recognize calendar dates beginning in the Year 2000. The failure of such applications or systems used by the Company or by its material suppliers to properly recognize the dates beginning in the Year 2000 could result in miscalculations or systems failures which potentially could have an adverse effect on the Company's operations.
The Company's Year 2000 preparations began in fiscal 1998. The preparations included identification, assessment and testing of all Company software, hardware and equipment that could be

affected by the Year 2000 issue and remedial action, where necessary, followed by further testing. Analysis to identify internal Year 2000 deficiencies has been conducted and an inventory of systems designated as critical has been developed. As the Year 2000 remediation efforts progressed, the Company first focused, wherever possible, on those systems designated critical. The Company has completed the Year 2000 analysis and has substantially completed the remediation efforts for all deficiencies found. The Company's estimated total cost of analysis and remediation of the Year 2000 issues is not anticipated to have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

The Company has also contacted material suppliers of products and services to determine the extent to which the Company may be vulnerable to such suppliers' failures to resolve their own Year 2000 compliance issues. To assess the Year 2000 risks to the Company's continuity of supply of products and services, an inventory of material suppliers was compiled. These suppliers were sent letters and questionnaires requesting information as to the status of their Year 2000 readiness and certification that their information systems are Year 2000 compliant. Based on responses received from most of these suppliers, it appears that Year 2000 issues are being addressed. The Company has not verified the contents, nor is it the source, of Year 2000 statements incorporated, or relied upon by the Company, in this disclosure from persons or entities other than the Company. The Company is continuing to pursue responses from material suppliers that have not responded to date and will discuss with them any material Year 2000 concerns that are identified.

The Company anticipates timely completion of the internal Year 2000 readiness efforts. However, if new systems cannot be implemented on a timely basis, modifications to existing systems cannot be accomplished on a timely basis, information technology resources do not remain available, or other unanticipated events occur, there could be material adverse effects on the Company's consolidated financial position, results of operations and cash flows. As part of the Year 2000 readiness efforts, the Company is developing contingency plans to identify activities which will need to be performed in the event of internal systems failures. The contingency plans are expected to be completed by October 31, 1999. Although the Company has not been informed of any material Year 2000 issues by its material suppliers, there is no assurance that these suppliers will be Year 2000 compliant on a timely basis. Similarly, the Company has no reliable information concerning the expected Year 2000 effects on the nation's securities markets, banking system, utilities and other infrastructure. The Company therefore relies generally on the ability of the federal government and its agencies, such as the Internal Revenue Service and Securities and Exchange Commission to effectively address such issues on a national scale. Unanticipated failures or significant delays in furnishing products or services by material suppliers or general public infrastructure service providers could have a material adverse effect on the Company's consolidated financial position, results of operations and cash flows. Where practicable, the Company is assessing and attempting to mitigate its risks with respect to the failure of its material suppliers and public infrastructure to be Year 2000 ready as part of its contingency planning. In the worst case reasonably to be expected, assuming that the nation's financial system and overall public infrastructure continue to operate substantially as they had prior to the Year 2000, some of the Company's internal systems may fail to operate properly and some of its material suppliers may fail to perform effectively or may fail to timely or completely deliver products. In those circumstances, the Company expects to be able to conduct its necessary business operations manually and to obtain necessary products from alternate suppliers and business operations would generally continue; however, there would be some disruption which could have a material adverse effect on the Company's consolidated financial position, results of operations and cash flows. The Company has no basis upon which to reasonably analyze the psychological or other direct or indirect effects on its guests, and consumers generally, from Year 2000 issues or experiences unrelated to the Company. The actual effect, if any, on the Company's consolidated financial position, results of operations or cash flows from the failure of its internal systems or of its material suppliers to be Year 2000 ready can not be reasonably predicted.

LIQUIDITY AND CAPITAL RESOURCES

The Company's cash generated from operating activities was $141 million in fiscal 1999. Most of this cash was provided by net income adjusted by depreciation and amortization. Increases in accounts payable, taxes withheld and accrued, accrued employee benefits, deferred income taxes and income taxes payable were partially offset by increases in inventories, receivables, prepaid expenses and other assets and decreases in accrued employee compensation and other accrued expenses.

Capital expenditures were $165 million in fiscal 1999. Land purchases and costs of new stores accounted for substantially all of these expenditures.

The Company's internally generated cash along with cash at July 31, 1998 and its available revolver were not sufficient to finance all of its stock buyback programs, the acquisition of Logan's Roadhouse, Inc. and new store growth of its Cracker Barrel and Logan's Roadhouse concepts in fiscal 1999. As planned, the Company increased its bank credit facility from $125 million to $350 million during fiscal 1999.

On September 9, 1998, the Company announced that the Board of Directors authorized the repurchase of up to 3 million shares of the Company's common stock which allowed the Company to repurchase approximately 5% of the approximately 62 million shares then outstanding. During March 1999, the Company completed the purchase of all of the 3 million shares authorized by the Board of Directors on September 9, 1998.

On February 26, 1999, the Company announced that the Board of Directors had authorized the repurchase of up to an additional 3 million shares of the Company's common stock. This authorization increases the Company's stock buyback program to a total of approximately 10% of the approximately 60 million shares then outstanding. The purchases are to be made from time to time in the open market at prevailing market prices. The Company began repurchases under this second authorization upon completion of the first 3 million share buyback program. As of July 30, 1999, the Company has purchased a total of 967,500 shares under the second stock buyback program.

The Company estimates that its capital expenditures for fiscal 2000 will be approximately $140 million, substantially all of which will be land purchases and the construction of new stores.

On February 16, 1999, the Company completed its merger and acquisition of Logan's Roadhouse, Inc. for $24 cash per share or approximately $188 million, excluding transaction costs. (See Note 7 to the Company's Consolidated Financial Statements.) In order to finance this acquisition and the Company's additional 3 million share buyback authorization, the Company refinanced its $50 million term loan and $75 million revolving credit facility which increased the rate on the Company's $50 million term loan to a fixed interest rate of 6.11% plus the Company's credit spread of 1.00% at July 30, 1999. The term loan is still due on its original maturity date of December 1, 2001. The credit spread increase is primarily due to changes in the credit markets as compared to the credit environment two years ago when the Company entered into the $125 million bank credit facility. As part of the February 16, 1999, bank facility refinancing, the Company increased the total bank credit facility to $350 million from $125 million. On February 16, 1999, the Company received net proceeds of $200 million from its revolving credit facility at a variable rate of approximately 6%. During fiscal 1999, the Company received net proceeds of an additional $55 million from its revolving credit facility to fund its expansion and continue its share buyback program. On September 30, 1999, the Company increased its bank credit facility an additional $40 million to $390 million. The Company is exploring refinancing a portion of its bank credit facility with longer term financing. Management believes that cash at July 30, 1999, along with cash generated from the Company's operating activities and its available revolver, will be sufficient to finance its continued operations, its presently authorized second 3 million share buyback program and its continued expansion plans through fiscal 2000.

CONSOLIDATED BALANCE SHEET

(In thousands except share data)

ASSETS	July 30, 1999	July 31, 1998
Current Assets:		
Cash and cash equivalents	$ 18,262	$ 62,593
Receivables	8,935	5,192
Inventories	100,455	91,609
Prepaid expenses	8,041	5,432
Deferred income taxes	2,457	--
Total current assets	138,150	164,826
Property and Equipment:		
Land	283,245	227,000
Buildings and improvements	601,326	498,148
Buildings under capital leases	3,289	3,289
Restaurant and other equipment	275,047	223,905
Leasehold improvements	53,394	19,686
Construction in progress	31,659	22,332
Total	1,247,960	994,360
Less: Accumulated depreciation and amortization of capital leases	227,905	182,039
Property and equipment-net	1,020,055	812,321
Goodwill - net	111,246	12,242
Other Assets	8,330	2,719
Total	$1,277,781	$992,108
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 67,286	$ 38,212
Current maturities of long-term debt and capital lease obligations	2,700	2,700
Taxes withheld and accrued	23,577	17,650
Income taxes payable	2,211	649
Deferred income taxes	--	879
Accrued employee compensation	22,632	24,192
Accrued employee benefits	17,641	11,821
Other accrued expenses	7,906	7,919
Total current liabilities	143,953	104,022
Long-term Debt	312,000	59,500
Capital Lease Obligations	902	1,102
Non-compete Agreement	--	400
Deferred Income Taxes	29,919	23,710
Commitments and Contingencies (Note 9)		
Shareholders' Equity:		
Preferred stock in 1999, 100,000,000 shares of $.01 par value authorized, no shares issued; in 1998, no shares authorized	--	--
Common stock in 1999, 400,000,000 shares of $.01 par value authorized, 62,595,662 shares issued and 58,628,162 shares outstanding; in 1998, 150,000,000 shares of $.50 par value authorized, 62,480,775 shares issued and outstanding	626	31,240
Additional paid-in capital	283,724	251,236
Retained earnings	590,128	520,898
	874,478	803,374
Less treasury stock, at cost, 3,967,500 and 0 shares, respectively	(83,471)	--
Total shareholders' equity	791,007	803,374
Total	$1,277,781	$992,108

See notes to consolidated financial statements.

CONSOLIDATED STATEMENT OF INCOME

(In thousands except per share data)

	Fiscal years ended		
	July 30, 1999	July 31, 1998	August 1, 1997

Net sales:			
Restaurant	$1,163,213	$1,004,702	$ 862,954
Retail	368,127	312,402	260,897
Total net sales	1,531,340	1,317,104	1,123,851
Franchise fees and royalties	285	--	--
Total revenue	1,531,625	1,317,104	1,123,851
Cost of goods sold	538,051	450,120	387,703
Gross profit	993,574	866,984	736,148
Labor & other related expenses	538,348	441,121	378,117
Other store operating expenses	248,208	197,098	162,675
Store operating income	207,018	228,765	195,356
General and administrative	82,006	63,648	57,798
Amortization of goodwill	2,169	208	--
Operating income	122,843	164,909	137,558
Interest expense	11,324	3,026	2,089
Interest income	1,319	2,847	1,988
Income before income taxes	112,838	164,730	137,457
Provision for income taxes	42,653	60,594	50,859
Net income	$ 70,185	$104,136	$ 86,598
Net earnings per share - basic	$1.16	$1.68	$1.42
Net earnings per share - diluted	$1.16	$1.65	$1.41

See notes to consolidated financial statements.

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY

(In thousands except per share data)

	Common Stock	Additional Paid-In Capital	Retained Earnings	Treasury Stock	Total Shareholders' Equity
Balances at August 2, 1996	$30,297	$202,951	$332,973	--	$566,221
Cash dividends declared - $.025 per share	--	--	(1,522)	--	(1,522)
Exercise of stock options	236	7,288	--	--	7,524
Tax benefit realized upon exercise of stock options	--	1,611	--	--	1,611
Net income	--	--	86,598	--	86,598
Balances at August 1, 1997	30,533	211,850	418,049	--	660,432
Cash dividends declared - $.020 per share	--	--	(1,287)	--	(1,287)
Exercise of stock options	576	24,677	--	--	25,253
Tax benefit realized upon exercise of stock options	--	4,340	--	--	4,340
Issuance of stock for acquisition	131	10,369	--	--	10,500
Net income	--	--	104,136	--	104,136
Balances at July 31, 1998	31,240	251,236	520,898	--	803,374
Cash dividends declared - $.015 per share	--	--	(955)	--	(955)
Exercise of stock options	21	1,244	--	--	1,265
Tax benefit realized upon exercise of stock options	--	609	--	--	609
Purchases of treasury stock	--	--	--	$(83,471)	(83,471)
Reduction in par value of common stock	(30,635)	30,635	--	--	--
Net income	--	--	70,185	--	70,185
Balances at July 30, 1999	$ 626	$283,724	$590,128	$(83,471)	$791,007

See notes to consolidated financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS

(In thousands)

	Fiscal years ended		
	July 30, 1999	July 31, 1998	August 1, 1997
Cash flows from operating activities:			
Net income	$ 70,185	$104,136	$ 86,598

Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	53,838	43,434	35,735
(Gain) loss on disposition of property and equipment	(259)	227	135
Changes in assets and liabilities, net of effects from acquisition:			
Receivables	(2,270)	(356)	(2,033)
Inventories	(8,083)	(17,901)	(11,799)
Prepaid expenses	(1,516)	(725)	(3,222)
Other assets	(5,814)	(1,109)	(436)
Accounts payable	25,104	10,196	(3,143)
Taxes withheld and accrued	3,316	3,640	1,494
Income taxes payable	798	(1,780)	(1,694)
Accrued employee compensation	(2,759)	1,818	6,727
Accrued employee benefits	5,754	1,860	269
Other accrued expenses	(1,256)	1,345	59
Deferred income taxes	3,886	6,013	15,505
Net cash provided by operating activities	140,924	150,798	124,195
Cash flows from investing activities:			
Purchase of short-term investments	--	--	(603)
Proceeds from maturities of short-term investments	--	1,666	4,237
Purchase of property and equipment	(164,718)	(180,599)	(148,649)
Cash paid for acquisition, net of cash acquired	(182,392)	(1,886)	--
Proceeds from sale of property and equipment	3,383	3,141	3,299
Net cash used in investing activities	(343,727)	(177,678)	(141,716)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	355,000	--	50,000
Proceeds from exercise of stock options	1,265	25,253	7,524
Tax benefit realized upon exercise of stock options	609	4,340	1,611
Principal payments under long-term debt, capital lease obligations and non-compete agreement	(113,976)	(3,766)	(4,130)
Treasury stock purchases	(83,471)	--	--
Dividends on common stock	(955)	(1,287)	(1,522)
Net cash provided by financing activities	158,472	24,540	53,483
Net (decrease) increase in cash and cash equivalents	(44,331)	(2,340)	35,962
Cash and cash equivalents, beginning of year	62,593	64,933	28,971
Cash and cash equivalents, end of year	$ 18,262	$ 62,593	$ 64,933
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	$ 11,742	$ 4,748	$ 3,349
Income taxes	37,846	52,690	35,664

Supplemental schedule of noncash investing and financing activities:

On February 16, 1999, the Company acquired all of the capital stock of Logan's Roadhouse, Inc. for cash of $24 per share or approximately $188,039. In conjunction with the acquisition, liabilities were assumed as follows:

Fair value of assets acquired	$109,367
Goodwill	101,172
Cash paid for the capital stock	(188,039)
Liabilities assumed	$ 22,500

On April 1, 1998, the Company acquired all of the capital stock of Carmine's Prime Meats, Inc. for cash of $2,500 and common stock of $10,500. In conjunction with the acquisition, liabilities were assumed as follows:

Fair value of assets acquired	$ 1,185
Goodwill	12,450
Cash paid for the capital stock	(2,500)
Common stock issued for the capital stock	(10,500)
Liabilities assumed	$ 635

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In thousands except share and per share data)

1. DESCRIPTION OF THE BUSINESS

CBRL Group, Inc. (the "Company") is principally engaged in the operation and development of the Cracker Barrel Old Country Store(R), Logan's Roadhouse(R) and Carmine Giardini's Gourmet Market(TM) and La Trattoria Ristorante concepts. On November 26, 1998, the shareholders approved the tax-free reorganization of Cracker Barrel Old Country Store, Inc. to a holding company structure by approving the merger of CBRL Acquisition Corp., a wholly-owned subsidiary of CBRL Group, Inc., with and into Cracker Barrel Old Country Store, Inc. effective on December 31, 1998. Immediately prior to the merger, CBRL Group, Inc. was a wholly-owned subsidiary of Cracker Barrel Old Country Store, Inc. At the effective date of the merger, each $.50 par value share of Cracker Barrel Old Country Store, Inc. Common Stock was converted into a share of $.01 par value Common Stock of CBRL Group, Inc. As a result of the reorganization, CBRL Group, Inc. became the parent company. CBRL Group, Inc. Common Stock is traded on the Nasdaq Stock Market (National Market) under the symbol CBRL, formerly utilized by Cracker Barrel Old Country Store, Inc. Also as a result, the Company has 400,000,000 shares of $.01 par value Common Stock authorized and 100,000,000 shares of $.01 par value Preferred Stock authorized. The conversion of $.50 par value Common Stock of Cracker Barrel Old Country Store, Inc. for $.01 par value Common Stock of CBRL Group, Inc. did not affect any of the pre-existing rights of shareholders. The difference in par value has been recorded as an increase of $30,365 to Additional Paid-in Capital and a decrease to Common Stock by the same amount.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fiscal year - The Company's fiscal year ends on the Friday nearest July 31st and each quarter consists of thirteen weeks.

Principles of consolidation - The consolidated financial statements include the accounts of the Company and its subsidiaries, all of which are wholly owned. All significant intercompany transactions and balances have been eliminated.

Cash and cash equivalents - The Company's policy is to consider all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Cash equivalents consist primarily of auction preferred stocks and commercial paper. The carrying value of these instruments approximates market value due to their very short maturities. Outstanding but unpresented checks totaling $19,582 at July 30, 1999 were included in accounts payable. Upon presentation for payment, they will be funded through available cash balances or the Company's bank revolving credit facility.

Inventories - Inventories are stated at the lower of cost or market. Cost of restaurant inventory is determined by the first-in, first-out (FIFO) method. Cost of retail inventory is determined by the retail method.

Start-up costs - Start-up costs of a new store are expensed in the month in which the store opens.

Property and equipment - Property and equipment are stated at cost. For financial reporting purposes depreciation and amortization on these assets are computed by use of the straight-line and double-declining balance methods over the estimated useful lives of the respective assets, as follows:

	Years
Buildings and improvements	15-45
Buildings under capital leases	20-25

Restaurant and other equipment	3-10
Leasehold improvements	5-35

Accelerated depreciation methods are generally used for income tax purposes.

Interest is capitalized in accordance with SFAS No. 34, "Capitalization of Interest Costs." Capitalized interest was $1,827, $1,955 and $2,093 for fiscal years 1999, 1998 and 1997, respectively.

Gain or loss is recognized upon disposal of property and equipment, and the asset and related accumulated depreciation and amortization amounts are removed from the accounts.

Maintenance and repairs, including the replacement of minor items, are charged to expense, and major additions to property and equipment are capitalized.

Advertising - The Company generally expenses the costs of producing and communicating advertising the first time the advertising takes place. Net advertising expense was $41,230, $30,484 and $25,178 for the fiscal years 1999, 1998 and 1997, respectively.

Insurance - The Company retains a significant portion of the risk for its workers' compensation, employee health insurance, general liability, and property coverages. Accordingly, provisions are made for the Company's estimates of discounted future claim costs for such risks. To the extent that subsequent claim costs vary from those estimates, current earnings are charged or credited.

Goodwill - Goodwill represents the excess of the cost over the net tangible and identifiable intangible assets of acquired businesses, is stated at cost and is amortized, on a straight-line basis, over the estimated future periods to be benefited (20-30 years). On an annual basis, the Company reviews the recoverability of goodwill based primarily upon an analysis of undiscounted cash flows from the acquired businesses. Accumulated amortization was $2,376 and $208 at July 30, 1999 and July 31, 1998, respectively.

Income taxes - The Company accounts for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes." Employer tax credits for FICA taxes paid on tip income are accounted for by the flow-through method. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. (See Note 8.)

Earnings per share - In February 1997, the Financial Accounting Standards Board ("FASB") issued SFAS No. 128, "Earnings Per Share," which requires presentation of basic and diluted earnings per share. Basic earnings per share is computed by dividing income available to common shareholders by the weighted average number of common shares outstanding for the reporting period. Diluted earnings per share reflects the potential dilution that could occur if securities, options or other contracts to issue common stock were exercised or converted into common stock. As required, the Company adopted the provisions of SFAS No. 128 in the quarter ended January 30, 1998. All prior year weighted average and per share information was restated in accordance with SFAS No. 128. Outstanding stock options issued by the Company represent the only dilutive effect reflected in diluted weighted average shares. Weighted average basic shares were 60,328,593, 61,832,435 and 60,823,917 for 1999, 1998 and 1997, respectively. Weighted average diluted shares were 60,610,288, 63,027,542 and 61,456,300 for 1999, 1998 and 1997, respectively.

Comprehensive income   In June 1997, the FASB issued SFAS No. 130, "Reporting Comprehensive Income." SFAS No. 130, which is effective for fiscal 1999, establishes standards for the reporting and display of comprehensive income and its components. Comprehensive income is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. Comprehensive income for fiscal 1999, 1998 and 1997 is equal to net income as reported.

Stock-based compensation - SFAS No. 123, "Accounting for Stock-Based Compensation," encourages, but does not require, companies to adopt the fair value method of accounting for stock-based employee compensation. The Company has chosen to continue to account for stock-based employee compensation in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related Interpretations.(See Note 6.)

Segment Reporting In June 1997, the FASB issued SFAS No. 131, "Disclosure About Segments of an Enterprise and Related Information." SFAS No. 131 supersedes SFAS No. 14, "Financial Reporting for Segments of a Business Enterprise" and requires that a public company report annual and interim financial and descriptive information about its reportable operating segments. Operating segments, as defined, are components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. SFAS No. 131 allows aggregation of similar operating segments into a single operating segment if the businesses are considered similar under the criteria established by SFAS No. 131. The Company adopted SFAS No. 131 in fiscal 1999. The Company primarily operates restaurants under the Cracker Barrel Old Country Store(R) and Logan's Roadhouse(R) brands. These two brands have similar investment criteria, customer demographics and economic and operating characteristics. Therefore, the Company has one reportable operating segment.

Use of estimates The preparation of the consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and costs and expenses during the reporting period. Actual results could differ from those estimates.

Recent accounting pronouncements not yet adopted - In June 1998, SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," was issued, but was subsequently amended by SFAS No. 137. This statement specifies how to report and display derivative instruments and hedging activities. This statement is effective for fiscal years beginning after June 15, 2000. The Company will adopt SFAS No. 137 in the first quarter of fiscal 2001. The Company is currently evaluating the effect of adopting SFAS No. 133, but does not expect the adoption of SFAS No. 133 to have a material effect on the Company's consolidated financial statements. In March 1998, the American Institute of Certified Public Accountants issued Statement of Position ("SOP") 98-1, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use." SOP 98-1 provides guidance on when costs incurred for internal-use computer software are capitalized or expensed and guidance on whether computer software is for internal use. SOP 98-1 is effective for fiscal years beginning after December 15, 1998 and applies to internal-use software costs incurred for all projects, including those in progress upon initial application of the SOP. In April 1998, SOP 98-5, "Reporting of the Costs of Start-up Activities," was issued. SOP 98-5 requires that the Company expense start-up costs of new stores as incurred rather than when the store opens as is the Company's current practice. SOP 98-5 is effective for fiscal years beginning after December 15, 1998. The Company does not expect the adoption of either SOP 98-1 or SOP 98-5 to have a material effect on the Company's consolidated financial statements.

Reclassifications Certain reclassifications have been made in the fiscal 1998 and 1997 consolidated financial statements to conform to the classifications used in fiscal 1999.

3. INVENTORIES

Inventories were composed of the following at:

	July 30, 1999	July 31, 1998
Retail	$ 77,662	$72,682
Restaurant	14,522	13,997
Supplies	8,271	4,930

Total	$100,455	$91,609

4. DEBT

Long-term debt consisted of the following at:

	July 30, 1999	July 31, 1998
Term Loan payable on or before December 1, 2001(7.11% at July 30, 1999 and 6.36% at July 31, 1998)	$ 50,000	$50,000
$300,000 Revolving Credit Facility payable on or before December 31, 2003 (variable interest rates, based on LIBOR, ranging from 6.07% to 6.33% at July 30, 1999)	255,000	--
9.53% Senior Notes Payable in annual installments of varying amounts from January 15, 1994 to January 15, 2002, with a final installment of $2,000 due January 15, 2003	9,500	12,000
Less current maturities	2,500	2,500
Long-term debt	$312,000	$59,500

The Term Loan and the Revolving Credit Facility contain certain financial covenants as amended by the Company and its bank group on July 29, 1999. The financial ratio covenants require that the Company maintain a revised maximum lease adjusted funded debt to EBITDAR (earnings before interest expense, income taxes, depreciation and amortization and rent expense) ratio of 2.50 to 1.00 and a minimum interest coverage ratio (the ratio of earnings before interest expense, income taxes and rent expense to interest expense plus rent expense) of 3.00 to 1.00. The third financial ratio covenant was not affected by this amendment and remains that the Company maintain a maximum lease adjusted funded debt to total capitalization ratio of .40 to 1.00.

The note agreements relating to the 9.53% Senior Notes placed in January, 1991 in the original amount of $30,000 include, among other provisions, requirements that the Company maintain a minimum tangible net worth of $70,000. The agreements also contain certain other restrictions related to the payment of cash dividends and the purchase of treasury stock. Retained earnings not restricted under the provisions of the agreements were approximately $414,900 at July 30, 1999.

Based on discounted cash flows of future payment streams, assuming rates equivalent to the Company's incremental borrowing rate on similar liabilities, the fair value of the Term Loan, the $300,000 Revolving Credit Facility and the 9.53% Senior Notes approximates carrying value as of July 30, 1999.

At July 30, 1999 and July 31, 1998, the Company was in compliance with all covenants. At July 30, 1999, the Company had $45,000 available under its $300,000 Revolving Credit Facility.

The aggregate maturities of long-term debt subsequent to July 30, 1999 are as follows:

Fiscal year	
2000	$ 2,500
2001	3,000
2002	52,000
2003	2,000
2004	255,000
Total	$314,500

5. COMMON STOCK

The Board of Directors granted certain executive officers hired in fiscal 1999 and fiscal 1996 a total of 25,000 and 37,000

restricted shares, respectively, which vest over five years. Another employee was granted 4,100 restricted shares during fiscal 1999, which vest over three years. One of the executive officers hired in fiscal 1996 left the Company in fiscal 1999 and forfeited 12,800 restricted shares. The Company's compensation expense for these restricted shares was $135, $150 and $150 in fiscal 1999, 1998 and 1997, respectively. The weighted average fair value of the restricted shares granted during fiscal 1999 was $24.24 per share. There were 31,100, 22,200 and 29,600 outstanding restricted shares at July 30, 1999, July 31, 1998 and August 1, 1997, respectively.

6. STOCK OPTION PLANS

The Company's employee stock option plans are administered by the Stock Option Committee (the "Committee"). Members of the Committee are appointed by the Board of Directors and consist of members of the Board of Directors. The Committee is authorized to determine, at time periods within its discretion and subject to the direction of the Board, which employees shall be granted options, the number of shares covered by the options granted to each, and within applicable limits, the terms and provisions relating to the exercise of such options.

The Committee is currently authorized to grant options to purchase an aggregate of 17,525,702 shares of the Company's Common Stock under all employee stock option plans. The option price per share under the employee stock option plans must be at least 100% of the fair market value of a share of the Company's Common Stock based on the closing price on the day preceding the day the option is granted. Options are generally exercisable each year on a cumulative basis at a rate of 33% of the total number of shares covered by the option beginning one year from the date of grant, expire ten years from the date of grant and are non-transferable. At July 30, 1999, there were 3,564,783 shares of unissued Common Stock reserved for issuance under the employee stock option plans.

In fiscal 1989, the Board of Directors adopted the 1989 Non-employee Plan ("Directors Plan") for non-employee directors. The stock options were granted with an exercise price equal to the fair market value of the Company's Common Stock as of the date of grant and expire one year from the retirement of the director from the Board. An aggregate of 1,518,750 shares of the Company's Common Stock is authorized to be issued under this plan. Due to the overall plan limit, no shares have been granted under this plan since fiscal 1994.

A summary of the status of the Company's stock option plans for fiscal 1999, 1998 and 1997, and changes during those years is presented below:

(Shares in thousands)	1999		1998		1997	
Fixed Options	Shares	Weighted-Average Price	Shares	Weighted-Average Price	Shares	Weighted-Average Price
Outstanding at beginning of year	5,816	$24.18	5,647	$21.90	5,342	$21.34
Granted	2,888	23.24	1,601	31.00	1,297	22.80
Exercised	(107)	10.82	(1,146)	22.40	(464)	16.14
Forfeited or canceled	(883)	24.83	(286)	24.40	(528)	23.51
Outstanding at end of year	7,714	23.94	5,816	24.18	5,647	21.90
Options exercisable at year-end	3,867	23.04	3,453	21.76	3,751	22.13
Weighted-average fair value per share of options granted during the year		$10.32		$12.89		$13.52

The following table summarizes information about fixed stock options outstanding at July 30, 1999:

(Shares in thousands)

Range of Exercise Prices	Options Outstanding Number Outstanding at 7/30/99	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Options Exercisable Number Exercisable at 7/30/99	Weighted-Average Exercise Price
$ 5.38 - 10.00	252	1.05	$ 6.58	252	$ 6.58
10.01 - 20.00	1,770	6.99	18.16	980	18.08
20.01 - 30.00	4,412	6.88	25.21	2,208	25.57
30.01 31.75	1,280	8.16	31.01	427	31.01
5.38 31.75	7,714	6.93	23.94	3,867	23.04

Had the fair value of options granted under these plans beginning in fiscal 1996 been recognized as compensation expense on a straight-line basis over the vesting period of the grant, the Company's net earnings and earnings per share would have been reduced to the pro forma amounts indicated below:

	1999	1998	1997
Net income:			
As reported	$70,185	$104,136	$86,598
Pro forma	58,831	95,442	76,767
Net earnings per share:			
As reported - diluted	1.16	1.65	1.41
Pro forma - diluted	.97	1.51	1.25

The pro forma effect on net income for 1999, 1998 and 1997 is not representative of the pro forma effect on net income in future years because it does not take into consideration pro forma compensation expense related to grants made prior to 1996.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted-average assumptions used for grants in fiscal 1999, 1998 and 1997: dividend yield of .1% for all years, expected volatility of 38, 36 and 35 percent, respectively; risk-free interest rate ranges of 4.5% to 5.9%, 5.8% to 6.0% and 6.3% to 6.7% and expected lives of six, five and six years, respectively.

The Company recognizes a tax deduction upon exercise of non-qualified stock options in an amount equal to the difference between the option price and the fair market value of the common stock. These tax benefits are credited to Additional Paid-In Capital.

7. ACQUISITIONS

On February 16, 1999, the Company acquired all of the capital stock of Logan's Roadhouse, Inc. for cash of $24 per share or approximately $188,039, excluding transaction costs. The acquisition has been accounted for using the purchase method of accounting, and accordingly, the purchase price has been allocated to the assets purchased and the liabilities assumed based upon the fair values at the date of acquisition. The excess of the purchase price over the fair value of the net assets acquired was $101,172 and has been recorded as goodwill, which is being amortized on a straight-line basis over its estimated useful life, 30 years. The amount of goodwill amortization in 1999 was $1,546.

The net purchase price was allocated as follows:

Current assets, net of cash acquired	$ 5,813
Property and equipment	97,621
Other assets	286
Goodwill	101,172
Liabilities assumed	(22,500)
Purchase price, net of cash received	$182,392

The operating results of this acquired business have been included in the consolidated statement of income from the date of acquisition. On the basis of a proforma consolidation of the results of operations as if the acquisition had taken place at the beginning of fiscal 1998, rather than at February 16, 1999, consolidated revenue, pretax income, net income and earnings per share for fiscal 1998 and 1999 are shown in the table below. Such proforma amounts are not necessarily indicative of what the actual consolidated results of operations might have been if the

acquisition had been effective at the beginning of fiscal 1998.

	Fiscal years ended	
	July 30, 1999	July 31, 1998
Consolidated revenue	$1,583,628	$1,399,225
Pretax income	111,577	161,330
Net income	68,767	100,746
Earnings per share:		
Basic	1.14	1.63
Diluted	1.13	1.60

On April 1, 1998, the Company acquired all of the capital stock of Carmine's Prime Meats, Inc. for cash of $2,500 and common stock of $10,500. The acquisition has been accounted for using the purchase method of accounting, and accordingly, the purchase price has been allocated to the assets purchased and the liabilities assumed based upon fair values at the date of acquisition. The excess of the purchase price over the fair value of the net assets acquired was $12,450 and has been recorded as goodwill, which is being amortized on a straight-line basis over its estimated useful life, 20 years. The amounts of goodwill amortization in 1999 and 1998 were $623 and $208, respectively.

The net purchase price was allocated as follows:

Current assets, other than cash acquired	$ 439
Property and equipment	117
Other assets	15
Goodwill	12,450
Liabilities assumed	(635)
Purchase price, net of cash received	$12,386

The operating results of this acquired business have been included in the consolidated statement of income from the date of the acquisition and proforma consolidation of the results of operations would not have been materially different from the reported amounts for fiscal 1997 and 1998. Such proforma amounts are not necessarily indicative of what the actual consolidated results of operations might have been if the acquisition had been effective at the beginning of fiscal 1997.

8. INCOME TAXES

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

Significant components of the Company's net deferred tax liability consisted of the following at:

	July 30, 1999	July 31, 1998
Deferred tax assets:		
Financial accruals without economic performance	$ 9,706	$ 7,606
Other	4,772	2,487
Deferred tax assets	14,478	10,093
Deferred tax liabilities:		
Excess tax depreciation over book	31,308	24,575
Other	10,632	10,107
Deferred tax liabilities	41,940	34,682
Net deferred tax liability	$27,462	$24,589

The Company provided no valuation allowance against deferred tax assets recorded as of July 30, 1999 and July 31, 1998, as the "more-likely-than-not" valuation method determined all deferred assets to be fully realizable in future taxable periods.

The components of the provision for income taxes for each of the three fiscal years were as follows:

	1999	1998	1997

Current:			
Federal	$32,534	$48,224	$30,398
State	6,233	6,357	4,956
Deferred	3,886	6,013	15,505
Total income tax provision	$42,653	$60,594	$50,859

A reconciliation of the provision for income taxes as reported and the amount computed by multiplying the income before the provision for income taxes by the U.S. federal statutory rate of 35% was as follows:

	1999	1998	1997
Provision computed at federal statutory income tax rate	$39,497	$57,655	$48,110
State and local income taxes, net of federal benefit	3,103	3,212	3,753
Amortization of goodwill and acquisition costs	770	73	--
Employer tax credits for FICA taxes paid on tip income	(2,281)	(1,711)	(1,403)
Other-net	1,564	1,365	399
Total income tax provision	$42,653	$60,594	$50,859

9. COMMITMENTS AND CONTINGENCIES

The Company has been involved in various legal matters during fiscal 1999 which arose in the ordinary course of business and are being defended and handled in the ordinary course of business.

In May 1999, Cracker Barrel Old Country Store, Inc. was served with a complaint filed as a collective action alleging violations of the federal Fair Labor Standards Act. On July 30, 1999, the same attorneys filed a lawsuit in Rome, Georgia on behalf of 12 individuals against Cracker Barrel Old Country Store, Inc. asserting class claims of racial discrimination in employment. Cracker Barrel Old Country Store, Inc. denies the claims and intends to vigorously defend these lawsuits.

While the ultimate results of such matters cannot be determined or predicted, management does not believe that these lawsuits will have a material adverse effect on the Company's consolidated financial statements.

The Company maintains insurance coverage for various aspects of its business and operations. The Company has elected, however, to retain a portion of losses that occur through the use of various deductibles, limits and retentions under its insurance programs. This situation may subject the Company to some future liability for which it is only partially insured, or completely uninsured. The Company intends to mitigate any such future liability by continuing to exercise prudent business judgment in negotiating the terms and conditions of its contracts.

As of July 30, 1999 the Company operates 23 Cracker Barrel stores, 18 Logan's Roadhouse restaurants and both Carmine's units from leased facilities and also leases certain land, office space and advertising billboards. These leases have been classified as either capital or operating leases in accordance with the criteria contained in SFAS No. 13, "Accounting for Leases." The interest rates for capital leases vary from 10% to 17%. Amortization of capital leases is included with depreciation expense. A majority of the Company's lease agreements provide for renewal options and some of these options contain escalation clauses. Certain store leases provide for contingent lease payments based upon sales volume in excess of specified minimum levels.

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the minimum lease payments as of July 30, 1999:

Fiscal year	
2000	$ 371
2001	303
2002	197
2003	147
2004	147

Later years	400
Total minimum lease payments	1,565
Less amount representing interest	463
Present value of minimum lease payments	1,102
Less current portion	200
Long-term portion of capital lease obligations	$ 902

The following is a schedule by years of the future minimum rental payments required under noncancelable operating leases as of July 30, 1999:

Fiscal year	
2000	$15,344
2001	7,291
2002	5,660
2003	4,363
2004	4,313
Later years	48,262
Total	$85,233

Rent expense under operating leases for each of the three fiscal years was:

	Minimum	Contingent	Total
1999	$20,343	$726	$21,069
1998	16,299	779	17,078
1997	14,163	787	14,950

10. EMPLOYEE SAVINGS PLAN

The Company has an employee savings plan, which provides for retirement benefits for eligible employees. The plan is funded by elective employee contributions up to 16% of their compensation and the Company matches 25% of employee contributions for each participant up to 6% of the employee's compensation. The Company contributed $1,356, $1,250 and $1,188 for fiscal 1999, 1998 and 1997, respectively.

11. SUBSEQUENT EVENT

Shareholder Rights Plan

On September 7, 1999, the Board of Directors authorized and declared a dividend of one Right on each outstanding share of the Company's $.01 par value Common Stock. Under certain conditions, each Right may be exercised to purchase shares of the Company's $.01 par value Common Stock at an exercise price of $65.00. Each Right will be adjusted under certain circumstances to allow purchase of the Company's Common Stock with a market value equal to twice the $65.00 payment. The Right is evidenced by the Common Stock certificate and automatically trades with the Common Stock certificate. The Right is transferable apart from the Common Stock 10 days following a public announcement that a person or group has acquired beneficial ownership of 15% or more of the outstanding Common Stock, or 10 business days following the commencement or announcement of an intention to make a tender or exchange offer resulting in beneficial ownership by a person or group exceeding 30% of the Company's outstanding Common Stock.

Once the threshold has been exceeded, or if the Company is acquired in a merger or other business combination transaction, each Right will entitle the holder, other than the acquiring person or group, to purchase at the then current exercise price, stock of the Company or the acquiring company having a market value of twice the exercise price.

Each Right is nonvoting and expires on August 31, 2009, unless redeemed by the Company, at a price of $.01, at any time prior to the public announcement that a person or group has exceeded the threshold.

12. QUARTERLY FINANCIAL DATA (UNAUDITED)

Quarterly financial data for fiscal 1999 and 1998 are summarized as follows:

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1999				
Total revenue	$351,496	$367,927	$385,537	$426,665
Gross profit	232,735	228,469	255,957	276,413
Income before income taxes	41,415	27,070	23,706	20,647
Net income	26,133	17,083	14,692	12,277
Net earnings per share - diluted	.42	.28	.25	.21
1998				
Total revenue	$312,755	$321,790	$317,364	$365,195
Gross profit	206,264	205,154	209,942	245,624
Income before income taxes	37,553	32,080	39,154	55,943
Net income	23,733	20,274	24,745	35,384
Net earnings per share - diluted	.38	.32	.39	.56

INDEPENDENT AUDITORS' REPORT

To the Shareholders' of CBRL Group, Inc.:

We have audited the accompanying consolidated balance sheet of CBRL Group, Inc. and subsidiaries, formerly Cracker Barrel Old Country Store, Inc., (the "Company") as of July 30, 1999 and July 31, 1998, and the related consolidated statements of income, changes in shareholders' equity, and cash flows for each of the three fiscal years in the period ended July 30, 1999. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company at July 30, 1999 and July 31, 1998, and the results of its operations and its cash flows for each of the three fiscal years in the period ended July 30, 1999 in conformity with generally accepted accounting principles.

/s/ Deloitte & Touche LLP
Nashville, Tennessee
September 8, 1999

EXHIBIT 21.

Subsidiaries of the Registrant

The following is a list of the significant subsidiaries of the Registrant as of July 30, 1999, all of which are wholly-owned:

Parent	State of Incorporation
CBRL Group, Inc.	Tennessee

Subsidiaries	
Cracker Barrel Old Country Store, Inc.	Tennessee
Logan's Roadhouse, Inc.	Tennessee
CBOCS Distribution, Inc.	Tennessee
CBOCS Limited Partnership	Michigan
CBOCS Michigan, Inc.	Michigan
CBOCS West, Inc.	Nevada
Rocking Chair, Inc.	Nevada

Exhibit 22

[LOGO]

CBRL GROUP, INC.
305 Hartmann Drive
Lebanon, Tennessee 37087

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS
TO BE HELD ON TUESDAY, NOVEMBER 23, 1999

Notice is hereby given that the Annual Meeting of Shareholders of CBRL Group, Inc. (the "Company") will be held on Tuesday, November 23, 1999 at 10:00 a.m., local time, at the offices of the Company, located at 305 Hartmann Drive, Lebanon, Tennessee for the following purposes:

1. To elect 12 nominees for Director to serve on the Board of Directors until the next annual meeting of shareholders and until their successors are duly elected and qualified.

2. To approve the selection of Deloitte & Touche LLP as the Company's independent auditors for the 2000 fiscal year.

3. To consider and take action on a shareholder proposal requesting that the Board of Directors implement written non-discriminatory policies relating to sexual orientation.

4. To transact any other business properly brought before the meeting or any adjournment of the meeting.

Please refer to the Proxy Statement accompanying this notice for a more complete statement regarding matters to be acted upon at the Annual Meeting.

The Board of Directors has fixed the close of business on September 24, 1999, as the record date for the purpose of determining the shareholders entitled to notice of and to vote at the Annual Meeting and any adjournment of the meeting.

By Order of the Board of Directors

Lebanon, Tennessee
October 26, 1999

James F. Blackstock, Secretary

YOUR REPRESENTATION AT THE MEETING IS IMPORTANT. TO ENSURE YOUR REPRESENTATION, WHETHER OR NOT YOU PLAN TO ATTEND THE MEETING, PLEASE COMPLETE, DATE, SIGN AND RETURN THE ENCLOSED PROXY CARD. SHOULD YOU DESIRE TO REVOKE YOUR PROXY, YOU MAY DO SO AS PROVIDED IN THE ACCOMPANYING PROXY STATEMENT AT ANY TIME BEFORE IT IS VOTED. IF YOU HAVE ANY QUESTIONS OR NEED ANY HELP IN VOTING YOUR SHARES, PLEASE TELEPHONE JAMES F. BLACKSTOCK, SECRETARY, AT THE COMPANY, 615.444.5533.

CBRL Group, Inc.
305 Hartmann Drive
Lebanon, Tennessee 37087

October 26, 1999

PROXY STATEMENT

This document constitutes the Proxy Statement of CBRL Group, Inc. (the "Company") with respect to the Annual Meeting of its Shareholders to be held on Tuesday, November 23, 1999. This Proxy Statement is being furnished to holders of Company Common Stock in connection with the solicitation of proxies by the Board of Directors of the Company for use at the Annual Meeting to consider and vote upon: (i) the election of 12 directors; (ii) the approval of the appointment of auditors; (iii) a shareholder proposal regarding non-discriminatory employment policies; and

(iv) any other business that properly comes before the Annual Meeting or any adjournment of the meeting. Each copy of this Proxy Statement mailed to the shareholders of the Company is accompanied by a form of proxy for use at the Annual Meeting.

This Proxy Statement, the attached notice and the enclosed form of proxy are first being mailed to shareholders of the Company on or about October 26, 1999.

Date, Time and Place of Annual Meeting

The Annual Meeting will be held at the offices of the Company, 305 Hartmann Drive, Lebanon, Tennessee at 10:00 a.m. local time on Tuesday, November 23, 1999.

Record Date

Each of the 58,628,162 shares of Company Common Stock, $0.01 par value per share, outstanding on September 24, 1999, the record date for the meeting (the "Record Date"), is entitled to one vote on all matters coming before the meeting. Only shareholders of record on the books of the Company at the close of business on September 24, 1999 are entitled to notice of and to vote at the meeting, either in person or by proxy.

Voting Requirements

A quorum must be present at the meeting for any business to be conducted. The presence at the meeting, in person or by proxy, of the holders of a majority of the shares of Common Stock outstanding on the record date will constitute a quorum. Abstentions and broker non-votes will be counted as present for purposes of determining the existence of a quorum.

As of the Record Date, there were 58,628,162 shares of Company Common Stock outstanding. Directors shall be elected by a plurality of the votes cast in the election by the holders of Company Common Stock represented and entitled to vote at the Annual Meeting. Abstentions (or broker non-votes) will have no effect in determining if a director receives a plurality of the votes cast.

Assuming the existence of a quorum, every other proposal submitted to the shareholders shall be approved if the votes cast favoring the proposal exceed votes cast opposing it. Abstentions from voting on issues other than the election of directors will not be considered votes cast and will have the same effect as broker non-votes. If you are the beneficial owner of shares held in "street name" by a broker, your broker, as the record holder of the shares, is required to vote those shares in accordance with your instructions. If you do not give instructions to your broker, your broker will nevertheless be entitled to vote the shares with respect to "discretionary" items, routine matters such as uncontested elections of directors and appointment of auditors, but will not be permitted to vote your shares with respect to "non-discretionary" items such as shareholder proposals or mergers and acquisitions. In the case of non-discretionary items, the affected shares will be treated as "broker non-votes." To avoid giving them the effect of negative votes, broker non-votes are disregarded for the purpose of determining the total number of votes cast or entitled to vote with respect to a proposal.

Proxies and Revocation of Proxies

The shares represented by all properly executed proxies that are sent to the Company will be voted as designated and each proxy not designated will be voted: "FOR" all of the directors nominated; "FOR" the approval of Deloitte & Touche LLP as the Company's auditors for the 2000 fiscal year; and "AGAINST" the shareholder proposal.

The cost of solicitation of proxies will be borne by the Company, including expenses in connection with preparing, assembling and mailing this Proxy Statement. The solicitation will be made by mail, and may also be made by the Company's officers or employees personally or by telephone or telegram. No officers or employees of the Company will receive additional compensation for soliciting proxies. The Company may reimburse brokers, custodians and nominees for their expenses in sending proxies and proxy material to beneficial owners. The Company retains Corporate Communications, Inc., 523 Third Avenue South,

Nashville, Tennessee to assist in the management of the Company's investor relations and other shareholder communications issues. As part of its duties, Corporate Communications, Inc. may assist in the solicitation of proxies. Corporate Communications, Inc. receives a fee of approximately $2,000 per month, plus reimbursement of out-of-pocket expenses.

As it has done previously, the Company will continue to employ an independent tabulator to receive and tabulate the proxies, and independent inspectors of election to certify the results. The Company will also continue its practice of holding the votes of all shareholders in confidence from Company directors, officers and employees, except (i) to allow the independent inspectors of election to certify the results of the vote, (ii) as necessary to meet applicable legal requirements and to assert or defend claims for or against the Company, (iii) in case of a contested proxy solicitation, or (iv) when a shareholder makes a written comment on the proxy card or otherwise communicates his or her vote to management.

A shareholder of record who signs and returns a proxy in the accompanying form may revoke the proxy at any time before the designated proxy holder votes, by attending the Annual Meeting and choosing to vote in person, by filing with the Secretary of the Company a written revocation or by duly executing a written proxy bearing a later date. Unless duly revoked, the shares represented by the proxy will be voted at the Annual Meeting.

PROPOSAL 1 -- ELECTION OF DIRECTORS

The Company's Bylaws provide that the Board of Directors, which consisted initially of 13 directors, must consist of not less than 5 directors, and a majority of the Board of Directors is empowered to establish the size of the Board. The Board of Directors, at its regular meeting on September 30, 1999, has established the Board size at 12 directors. Accordingly, proxies cannot be voted for more than 12 nominees. The terms of all present directors will expire upon the election of new directors at the Annual Meeting. The Board of Directors proposes the election of the nominees listed below to serve until the next Annual Meeting and until their successors are duly elected and qualified and have commenced serving. Eleven of the nominees are presently directors of the Company and were elected at the Annual Meeting held on November 24, 1998. The twelfth nominee, Michael A. Woodhouse, presently serves as Executive Vice President and Chief Operating Officer of the Company, and in order to fill the vacancy resulting from Mr. Magruder's resignation, he was elected a director by the action of the Board of Directors on September 30, 1999.

Unless contrary written instructions are received, it is intended that the shares represented by proxies solicited by the Board of Directors will be voted in favor of the election of all named nominees as directors. If for any reason any nominee is unable to serve, the persons named in the proxy have advised that they will vote for a substitute nominee as proposed by the Company's Board of Directors. Each nominee has consented to act as a director, if elected, and the Board of Directors has no reason to expect that any nominee will fail to be a candidate at the meeting. Therefore, it does not at this time have any substitute nominees under consideration. The information relating to the 12 nominees set forth below has been furnished to the Company by the named individuals.

Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at the Annual Meeting. The Board of Directors recommends that shareholders vote "FOR" the nominees listed below. Proxies, unless they contain contrary written instructions, will be voted "FOR" the listed nominees.

Name, Age, Position with the Company	First Became a Director	Business Experience During the Past Five Years
James C. Bradshaw, 68 Director	1970	Practicing physician, Lebanon, Tennessee
Robert V. Dale, 62	1986	Retired; President of

Diretor		Windy Hill Pet Food Company, Nashville, Tennessee from March 1995 until the sale of the company in July 1998; Partner in PFB Partnership, Nashville, Tennessee from August 1994 to March 1995; President of Martha White Foods, Inc., Nashville, Tennessee from October 1985 to August 1994
Dan W. Evins, 64 Director, Chairman, President and Chief Executive Officer (1)	1970	Chairman, President and Chief Executive Officer of the Company; Chairman and Chief Executive Officer from August 1995 to April 1999; Chairman, President and CEO of the Company from 1970 until August 1995; Member of Board of Directors of Clayton Homes, Inc.
Edgar W. Evins, 67 Director (1)	1970	Retired in June 1987; President, DeKalb County Bank and Trust Company, Alexandria, Tennessee from 1958 until June 1987
Robert C. Hilton, 62 Director	1981	President of Autumn Capital, Nashville, Tennessee since August 1999; Chairman, President and CEO of Home Technology Healthcare, Inc., Nashville, Tennessee from October 1991 to August 1999.
Charles E. Jones, Jr., 54 Director	1981	President, Corporate Communications, Inc., an investor/shareholder communications and public relations firm, Nashville, Tennessee
Charles T. Lowe, Jr., 67 Director	1970	Property developer and investor; owner and principal in privately-held yacht construction and sales companies and warehouse company; Retired in 1993 as President of Travel World, Inc., a travel agency, Lebanon, Tennessee
B. F. Lowery, 62 Director	1971	Attorney; President and Chairman, LoJac Companies, asphalt paving, highway construction and building materials supplier and contractor, Lebanon, Tennessee
Gordon L. Miller, 65 Director	1974	Dentist, Lebanon, Tennessee
Martha M. Mitchell, 59 Director	1993	Senior Vice President (since January 1987) and Partner (since January 1993) of Fleishman-Hillard, Inc., an international

		communications consulting and public relations firm, St. Louis, Missouri
Jimmie D. White, 58 Director	1993	Retired on December 11, 1995; Senior Vice President -Finance and Chief Financial Officer of the Company from 1985 to 1995
Michael A. Woodhouse, 54 Director, Executive Vice President and Chief Operating Officer	1999	Executive Vice President and Chief Operating Officer since July, 1999. Senior Vice President and Chief Financial Officer of CBRL Group, Inc., September, 1998 - July, 1999. Senior Vice President Finance and CFO of Cracker Barrel Old Country Store, Inc., December, 1995 - September, 1998.

Dan W. Evins and Edgar W. Evins are brothers.

Certain Relationships and Related Transactions

The Company leases its store in Macon, Georgia, and previously leased a store in Clarksville, Tennessee, from B. F. ("Jack") Lowery, a director of the Company. Under the terms of an August 1981 agreement, Mr. Lowery purchased the land, constructed the restaurant buildings and facilities to the Company's specifications and leased each store to the Company for a 15-year term. The Company vacated the Clarksville location during fiscal year 1999. Until that location is leased to a new tenant, the Company continues to pay rent on that site. The current applicable annual rent for the Clarksville store is 12% of the total initial cost of the land, building and improvements. The annual rent for the Macon store is the greater of (i) 12% of the total initial cost of the land, buildings and improvements, or (ii) 5% of the total restaurant sales plus 3% of the gift shop sales. In each case, taxes, insurance and maintenance are paid by the Company. The Macon lease expires on June 1, 2001 with two 10-year options remaining. During the fiscal year ended July 30, 1999, the Company paid a total of $358,521 in lease payments to Mr. Lowery.

The Company uses the services of Corporate Communications, Inc., a financial public relations firm in Nashville, Tennessee, of which Charles E. Jones, Jr., a director of the Company, is president and the major shareholder. During the past fiscal year, the Company paid $24,000 to Corporate Communications, Inc. for services and $414,439 for reimbursement of direct expenses including design, preparation and distribution of the Company's annual report, proxy materials, and quarterly reports.

The Company also uses the services of Fleishman Hillard, Inc., a national public relations firm, in connection with its product and service marketing efforts and in connection with litigation response and general Company reputation public relations activities. Martha M. Mitchell, a director, is a Senior Partner in that firm. During the past fiscal year, the Company, or its subsidiaries, paid $85,000 to Fleishman Hillard for its consulting services, and $18,291 in reimbursement of direct expenses.

The foregoing transactions were negotiated by the Company on an arms-length basis, and management believes that these transactions are fair and reasonable and on terms no less favorable than those which could be obtained from unaffiliated parties.

Committees and Meetings

During the fiscal year ended July 30, 1999, the Board of Directors held 9 meetings. In addition, the Board of Directors appointed a Special Committee to review the Cracker Barrel Old

Country Store, Inc. development process. That committee met once. No incumbent director attended fewer than 75% of the total of all meetings of the Board and all committees on which he or she served in fiscal 1999.

Pursuant to Section 1.03 of the Company's Bylaws, the Board of Directors may appoint, from its own membership, an Executive Committee. The Board may determine the powers and duties of the Executive Committee which may include "all the authority of the Board of Directors, "except as expressly proscribed by applicable law. The Board of Directors may also appoint other committees, and during fiscal 1999, it appointed the following committees: Audit, Compensation, Stock Option, Nominating.

The Executive Committee is currently composed of Robert V. Dale, Dan W. Evins, William D. Heydel, Charles E. Jones, Jr., B.F. ("Jack") Lowery, Chairman, and Martha M. Mitchell. Generally, the Executive Committee meets on a regular basis in months the Board of Directors does not meet as a whole. It also meets at the call of the Chairman of the Board, and it can be expected that the Committee will meet from time to time during any fiscal year of the Company when the timing of certain actions contemplated by the Company makes it appropriate to convene the Executive Committee, rather than the entire Board of Directors. The Executive Committee met 3 times during the fiscal year ended July 30, 1999.

The Audit Committee is currently composed of Robert C. Hilton, Chairman, Charles E. Jones, Jr., Gordon L. Miller and Jimmie D. White. This committee, which met 2 times during the fiscal year ended July 30, 1999, acts as the Board's liaison with outside auditors, receives confidential and candid information with respect to the status of the Company's financial condition and the effectiveness of its internal controls with respect to financial matters. This committee also reviews the Company's internal accounting controls and systems, and the results of the Company's annual audit and the Company's accounting policies and any change in those policies.

The Compensation Committee is currently composed of Robert V. Dale, Chairman, Edgar W. Evins, William D. Heydel and Robert C. Hilton. This committee, which met 2 times during the fiscal year ended July 30, 1999, reviews and recommends to the Board of Directors the salaries, bonuses and other cash compensation of the executive officers and other senior managers of the Company. The Compensation Committee reviews management's performance, particularly with respect to financial goals for the concluding fiscal year, and the Committee reviews the Company's proposed compensation plan for the upcoming fiscal year.

The Nominating Committee is currently composed of Robert V. Dale, Chairman, Dan W. Evins, Robert C. Hilton, Charles E. Jones, Jr., Charles T. Lowe, Jr. and B.F. ("Jack") Lowery. The Nominating Committee meets once and reviews names and qualifications of director nominees and makes recommendations to the Board of Directors for a slate of nominees to serve as directors prior to each Annual Meeting of shareholders. The Nominating Committee will consider nominees recommended in writing by shareholders who submit director nominations to the Company prior to the deadline for shareholder proposals as further described under "Proposals of Shareholders" later in this document.

The Stock Option Committee is currently composed of James C. Bradshaw, William D. Heydel, Chairman, and Martha M. Mitchell. This committee, which met twice during the fiscal year ended July 30, 1999, reviews the Company's business plan with respect to option grants and is responsible for the administration of the Company's Incentive Stock Option Plan of 1982, its 1987 Stock Option Plan and its current Amended and Restated Stock Option Plan.

Director Compensation

The Company pays to each of its outside directors an annual retainer of $20,000, plus $1,000 as a director's fee for each Board meeting attended. Outside directors who are members of the Executive Committee, Audit Committee, Compensation Committee, Nominating Committee and Stock Option Committee receive a fee of $1,000 for each committee meeting attended (except for 5 regular Executive Committee meetings planned for each year for which the members have waived additional fees and no meeting fees are

currently paid). The chairperson of these committees receives an additional fee of $200 for each committee meeting attended. All outside directors are reimbursed by the Company for out-of-pocket expenses incurred in connection with attendance at meetings. No director's fees are paid to directors who are also employees of the Company.

INFORMATION CONCERNING THE COMPANY

General

The Company was incorporated under the laws of the State of Tennessee on August 7, 1998, at the direction of the Company's Board of Directors, to engage in the business of a holding company to own one or more operating subsidiaries. The Company is the parent of the following wholly-owned subsidiaries: Cracker Barrel Old Country Store, Inc. (incorporated in 1969) and Logan's Roadhouse, Inc. Each of the subsidiaries is a Tennessee corporation. Through Cracker Barrel Old Country Store, Inc., the Company also owns CPM Merger Corporation which operates the Carmine Giardini's Gourmet Market and Italian restaurant business in Florida.

The Company conducts its business from offices located at 106 Castle Heights Avenue North, and at 305 Hartmann Drive, Lebanon, Tennessee 37087, telephone number 615.444.5533. The Company Common Stock is traded over-the-counter and quoted on the Nasdaq National Market under the symbol "CBRL."

Directors and Executive Officers

The Company's Board of Directors consists of 12 members. The Directors and officers of the Company are:

Directors

James C. Bradshaw	Robert C. Hilton	Gordon L. Miller
Robert V. Dale	Charles E. Jones, Jr.	Martha M. Mitchell
Dan W. Evins	Charles T. Lowe, Jr.	Jimmie D. White
Edgar W. Evins	B.F. ("Jack") Lowery	Michael A. Woodhouse

Officers

Chairman, President and Chief Executive Officer	Dan W. Evins
Executive Vice President and Chief Operating Officer	Michael A. Woodhouse
Senior Vice President, Chief Financial Officer and Treasurer	Lawrence E. White
Vice President, General Counsel and Secretary	James F. Blackstock
Assistant Treasurer	Patrick A. Scruggs

The Board of Directors as elected at the Annual Meeting of Shareholders for which this Proxy Statement was prepared shall serve as the Company's Board of Directors until the next annual meeting and until their successors are duly elected and qualified and confirmed. The officers of the Company will be elected by the Board of Directors at the annual meeting of the Board of Directors to be held immediately following the Annual Meeting.

Security Ownership of Certain Beneficial Owners and Management

The Company's Common Stock was not beneficially owned, directly or indirectly, by any 5% or greater shareholders as reported to the Company by NASD, as of September 24, 1999.

The following information pertains to Company Common Stock beneficially owned, directly or indirectly, by all directors and nominees, by all named executive officers, and by all directors, director nominees, and all executive officers as a group, as of September 24, 1999. Unless otherwise noted, the named persons may be contacted at the Company's executive offices and they have sole voting and investment power with respect to the shares indicated.

Class of Stock	Names of Beneficial Owners	Amount and Nature of Beneficial Ownership (1)	Percent Of Class (Common Stock)
Common	James F. Blackstock	22,467	*
	James C. Bradshaw (2)	545,719	*
	Robert V. Dale	79,416	*
	Dan W. Evins	846,667	1.4%
	Edgar W. Evins (3)	70,160	*
	William D. Heydel (2)	542,827	*
	Robert C. Hilton	101,299	*
	Charles E. Jones, Jr.	102,761	*
	Charles T. Lowe, Jr. (4)	903,796	1.5%
	B. F. ("Jack") Lowery	240,125	*
	Gordon L. Miller	167,167	*
	Martha M. Mitchell	42,072	*
	Jimmie D. White	23,340	*
	Lawrence E. White (5)	0	*
	Michael A. Woodhouse	83,167	*
	All Officers and Directors as a group (15 persons)	3,770,983	6.0%

*Less than one percent

(1) Includes the following number of shares subject to options exercisable by the named holders within 60 days:

James F. Blackstock	20,667	Charles T. Lowe, Jr.	66,734
James C. Bradshaw	142,670	B. F. ("Jack") Lowery	142,670
Robert V. Dale	66,734	Gordon L. Miller	66,734
Dan W. Evins	336,667	Martha M. Mitchell	41,422
Edgar W. Evins	66,734	Jimmie D. White	0
William D. Heydel	142,670	Lawrence E. White	0
Robert C. Hilton	92,046	Michael A. Woodhouse	76,667
Charles E. Jones, Jr.	92,046		

All Officers and Directors as a group (15 persons) 1,354,461

The shares described in this note are deemed to be outstanding for the purpose of computing the percentage of outstanding Common Stock owned by each named individual and by the group, but are not deemed to be outstanding for the purpose of computing the percentage ownership of any other person.

(2) Includes shares owned jointly with spouse, with whom voting and investment power is shared: Dr. Bradshaw 403,049 and Mr. Heydel 400,157.

(3) Includes 223 shares owned by Mr. Evins' wife in her SEP, for which voting and investment power is shared.

Voting and investment power with respect to 43,491 shares is shared by Mr. Lowe and his wife, the owner of these shares.

Mr. White joined the Company on September 27, 1999.

Report of the Compensation Committee and the Stock Option Committee of the Board of Directors on Executive Compensation

The Company's compensation policies for the executive officers and other senior management personnel of the Company and its subsidiaries are administered by two committees of the Board of Directors - the Compensation Committee and the Stock Option Committee. All members of these committees are outside, non-employee directors.

The primary components of executive compensation are base salary, bonus and longer-term incentives such as stock options. Total compensation is generally targeted to be competitive at not less than the 75th percentile of the market for positions of similar responsibilities. The Company considers it necessary and appropriate to position compensation packages at these levels to attract, retain and motivate executives and other key management personnel with the essential qualifications for managing the Company's operations and growth.

The Compensation Committee recommends to the Board of Directors the salaries and bonus plan for the executive officers. The Stock Option Committee administers the stock option plans pursuant to which all employee stock options are granted.

Section 162(m) of the Internal Revenue Code limits deductibility of certain compensation for the chief executive officer and the four other highest paid executive officers to $1,000,000 per year, unless certain requirements are met. The policy of the Company is generally to design its compensation plans and programs to ensure full deductibility. The Compensation Committee and the Stock Option Committee attempt to balance this policy with compensation programs designed to motivate management to maximize shareholder wealth. If these committees determine that the interests of the shareholders are best served by the implementation of compensation policies that are affected by Section 162(m), Company policies do not restrict these committees from exercising discretion in approving compensation packages even though that flexibility may result in certain non-deductible compensation expenses.

Base Salary. In setting the fiscal 1999 base salary for each executive officer, the Compensation Committee reviewed the then-current salary for each of the officers in relation to average salaries within the industry for comparable areas of responsibility as presented in a report prepared for the Company by independent executive compensation consultants. In addition, the Compensation Committee considered the contribution made by each executive officer during fiscal 1998, as reported by the Chief Executive Officer, and it considered salary recommendations made by the Chief Executive Officer based on information prepared by management, for the executive officers other than the Chairman and Chief Executive Officer, Dan W. Evins. Except for recommendations from management, the Compensation Committee employed procedures similar to those used for each of the other executive officers to determine the fiscal 1999 salary for Dan W. Evins.

Bonus. The Compensation Committee has determined that the financial performance of the Company should be a significant factor in rewarding its executive officers. Therefore, in July of each year, the Compensation Committee reviews the expected financial performance of the Company for the concluding fiscal year and considers the internal budget established for the next fiscal year in setting certain financial goals and criteria for executive officer bonuses.

In fiscal 1999, the Company and its Cracker Barrel Old Country Store, Inc. subsidiary operated pursuant to a Management Incentive Plan affecting executive officers and senior managers. The purpose of the Management Incentive Plan is to link individual job performance and resulting compensation to the financial performance of the Company. This ensures that all participants are encouraged to achieve individual goals while remaining focused on the Company's overall financial results. The Plan is also designed to ensure that participants' financial interests remain directly tied to those of the Company's shareholders. A participant's target bonus percentage varies based on salary grade level.

Generally, bonus awards are calculated based on the following factors: (i) Company financial results compared to the Company's business plan, (ii) the individual's performance against his or her stated goals, (iii) the individual's fiscal year base salary amount, and (iv) the individual's target bonus percentage. Maximum bonus percentages available to executive officers range from 90% to 225% of base salary (225% for Mr. Evins, 180% for Mr. Woodhouse, and 90% for Mr. Blackstock). No cash bonuses were paid for fiscal 1999 to Mr. Evins, Mr. Woodhouse or Mr. Blackstock.

Stock Options. In contrast to salary and bonus awards, which are generally for past work performance, stock options are intended to engender loyalty and commitment to the Company and its subsidiaries and to encourage future performance which contributes to stock price appreciation. They are granted at an exercise price which is equal to the closing market price of Company Common Stock on the day before the date of grant, and therefore have no realizable value until the stock trading price increases. The Stock Option Committee has generally granted nonqualified stock options annually. In recent years, the Committee has extended option grants down into the organization as far as the top hourly

level positions in the stores.

Compensation Committee	Stock Option Committee
Robert V. Dale, Chairman	William D. Heydel, Chairman
Edgar W. Evins	Dr. James C. Bradshaw
William D. Heydel	Martha M. Mitchell
Robert C. Hilton	

Stock Performance Graph

The following graph sets forth the yearly percentage change in the cumulative total shareholder return on Company Common Stock during the preceding five fiscal years, ended July 30, 1999, compared with the Standard & Poor's 400 MidCap Index and a Total Return Index comprised of all NASDAQ companies with the same two-digit SIC (Standard Industrial Classification) code (58 - Eating and Drinking Places) as the Company.

	1994	1995	1996	1997	1998	1999
CBRL	100	90	92	123	131	65
NASDAQ (SIC Code 58XX)	100	120	113	112	110	111
S&P 400 MIDCAP	100	122	129	185	203	240

Summary Compensation Table.

The following table sets forth information concerning the compensation of the Chief Executive Officer and the other most highly compensated executive officers who served in those capacities during the fiscal year ended July 30, 1999. During fiscal 1999, the Company had only four executive officers.

		Annual Compensation				Long Term Compensation	
Name	Principal Position	Fiscal	Salary	Bonus	Securities Underlying Options Granted	Restricted Stock Awards(1)	Other Annual Compensation(2)
Dan W. Evins	Chairman of the Board, President and Chief Executive Officer	1999	$400,400	$ --	132,525	$ -	$ 34,165
		1998	385,000	536,669	40,000	-	33,316
		1997	385,000	545,613	40,000	-	31,439
Ronald N. Magruder	President and Chief Operating Officer(3)	1999	257,833	443,857(4)	40,000	-	2,455
		1998	350,000	390,304	40,000	-	5,106
		1997	350,000	396,809	35,000	-	104,814
Michael A. Woodhouse	Senior Vice President/ Finance and Chief Financial Officer	1999	240,240	-	164,812	-	19,525
		1998	231,000	257,601	25,000	-	17,610
		1997	231,000	261,894	25,000	-	95,762
Richard K. Arras	President and Chief Operating Officer of Cracker Barrel Old Country Store, Inc. (5)	1999	274,318	-	183,073	603,125	243,836
		1998	-	-	-	-	-
		1997	-	-	-	-	-
James F. Blackstock	Vice President and General Counsel, Corporate Secretary	1999	168,000	-	26,172	-	6,936
		1998	150,000	104,112	14,000	-	3,386
		1997	18,750	10,935	10,000	-	-

On December 11, 1995, the effective date of Mr. Woodhouse's employment with the Company, he received a restricted stock award of 5,000 shares worth $93,750 based on the value of Company Common Stock on December 8, 1995. These shares vest at a rate of 20% per year, and based on the value of Company Common Stock at the end of fiscal 1999, were worth $75,625 No dividends are paid on these restricted shares until the shares actually vest. On October 12, 1998, Mr. Arras received a restricted stock award of 25,000 shares worth $603,125, based on the value of Company Common Stock on that date. These shares vest at a rate of 20% per year.

Includes premiums paid on Life and Disability insurance for coverage above that available to all salaried employees generally of $32,885 for Mr. Evins, $675 for Mr. Magruder, $19,525 for Mr. Woodhouse, $4,731 for Mr. Arras, and $4,400 for Mr. Blackstock; moving expenses paid by the Company for Mr. Arras of $36,130; and the Company's contributions to its 401(k) Employee Savings Plan and any deferred compensation plan for each named officer in fiscal 1999. This also includes a signing bonus to Mr. Arras of $200,000.

Mr. Magruder resigned from the Company at April 12, 1999.

Includes certain severance payments due under Mr. Magruder's employment contract.

Mr. Arras joined Cracker Barrel Old Country Store, Inc. in October, 1998.

Options Granted During Fiscal Year Ended July 30, 1999.

The following table sets forth all options to acquire shares of Company Common Stock granted to the named executive officers during the fiscal year ended July 30, 1999.

Potential Realizable

	Individual Grants (1)				Values at Assumed Annual Rates of Stock Price Appreciation for Option Term (2)	
Name	Securities Underlying Options Granted	% of Total Options Granted to Employees in Fiscal Year	Exercise or Base Price $/Share	Expiration Date	5%	10%
Dan W. Evins	60,000	2.1%	$25.25	09-24-08	$952,775	$2,414,520
	72,525	2.5%	18.375	04-20-09	838,094	2,123,896
Ronald N. Magruder	40,000	1.4%	25.25	09-24-08	635,184	1,609,680
Michael A. Woodhouse	30,000	1.0%	25.25	09-24-08	476,388	1,207,260
	34,812	1.2%	18.375	04-20-09	402,285	1,019,470
	100,000	3.5%	15.3125	07-29-09	962,995	2,440,418
Richard K. Arras	150,00	5.2%	25.25	09-24-08	2,381,938	6,036,300
	33,073	1.1%	18.375	04-20-09	382,190	968,543
James F. Blackstock	14,000	0.5%	25.25	09-24-08	222,314	563,388
	12,172	0.4%	18.375	04-20-09	140,659	356,457

(1) The exercise price of the options granted is equal to the closing market price of Company Common Stock on the day before the date of grant. Options generally vest and become exercisable at a rate of 1/3 of the total number of shares specified in the option grant during each 12-month period following one year from the date of grant for most options granted during the fiscal year ended July 30, 1999. On April 20, 1999, the Company made a one-time grant of options to Company and to senior Cracker Barrel Old Country Store, Inc. senior and mid-level management in lieu of certain cash bonuses. Those options vest in 12 months. To the extent any optionee doesn't exercise an option as to all shares for which the option was exercisable during any 12-month period, the balance of the unexercised options shall accumulate and the option with respect to those shares will be exercisable at any later time before expiration. Options expire 10 years from the date of the grant. The Company's existing Amended and Restated Stock Option Plan, and its predecessor plans, provide for immediate vesting of remaining stock options upon a defined change in control. Pursuant to the terms of the Amended and Restated Stock Option Plan, Mr. Magruder's options expired when not exercised within 90 days following his resignation.

(2) The potential realizable values illustrate values that might be realized upon exercise immediately prior to the expiration of the term of these options using 5% and 10% appreciation rates, as required by the Securities and Exchange Commission, compounded annually. These values do not, and are not intended to, forecast possible future appreciation, if any, of the Company's stock price. Additionally, these values do not take into consideration the provisions of the options providing for vesting over a period of years or termination of options following termination of employment.

Option Exercises and Fiscal Year End Values

There were no options exercised during the fiscal year ended July 30, 1999 by the named executive officers. The following table sets forth the number and value of unexercised options held by the named executive officers at fiscal year end.

	Number of Securities Underlying Unexercised Options at FY-End	Value of Unexercised In-The-Money Options at FY-End(1)

	# Shares Acquired on Exercise	Value Realized	Exercisable	Unexercisable	Exercisable	Unexercisable
Dan W. Evins	0	$0	290,000	175,525	$0	$0
Ronald N. Magruder	0	0	0	0	0	0
Michael A. Woodhouse	0	0	50,000	189,812	0	0
Richard K. Arras	0	0	0	183,073	0	0
James F. Blackstock	0	0	11,334	38,838	0	0

(1) The last trade of Company Common Stock, as reported by NASDAQ on July 30, 1999, was $15.125. That price was used in calculating the value of unexercised options.

Executive Employment Agreements

An employment agreement exists with Dan W. Evins (Chairman and Chief Executive Officer) which, upon the occurrence of certain events, authorizes a severance payment approximately equal to three times his annual salary in effect on the date of termination. Although not intended primarily as a standard employment contract, the agreement does provide for payment of a specified annual salary which shall not be decreased, and which may be increased from time to time. This agreement does not preclude Mr. Evins' from participating in any other Company benefit plans or arrangements. Under the agreement, Mr. Evins may terminate his employment and receive the three-year severance payment if there is a "change in control of the Company" (as defined in the agreement), accompanied by: (1) a decrease in his base salary or bonus percentage; or (2) a reduction in the importance of his job responsibilities; or (3) a geographical relocation without his consent. The three-year severance payment shall also be made to Mr. Evins if the Company breaches the terms of the agreement. The employment agreement also describes rights to compensation if Mr. Evins' employment is terminated or suspended due to death, disability, poor performance or wrongful activities.

Effective December 11, 1995, the Company employed Mr. Michael Woodhouse as Senior Vice President of Finance and Chief Financial Officer. Mr. Woodhouse was granted an option under the 1987 Stock Option Plan for 25,000 shares of Company Common Stock on his start date, with the option vesting at a rate of 1/3 each year following one year from the grant date and expiring 10 years after the date of grant. To remedy Mr. Woodhouse's loss of non-vested options in the stock of his former employer, the Company granted him 5,000 shares of restricted Company Common Stock which vests at 20% per year.

Effective October 12, 1998, the Company's subsidiary, Cracker Barrel Old Country Store, Inc., employed Mr. Arras as President and Chief Operating Officer. Mr. Arras was granted an option, under the Amended and Restated Stock Option Plan then in effect, for 150,000 shares of common stock. That option grant vests 1/3 each year following one year from the grant date and it expires 10 years from that date. To remedy Mr. Arras's loss of certain non-vested "stock appreciation" rights granted by his former employer, he was granted 25,000 shares of common stock which vests 20% per year following one year from his date of hire. If Mr. Arras's employment is involuntarily terminated for performance rather than for cause, he will receive a severance package consisting of one year's base salary and estimated bonus. He will also receive a separate payment of $600,000, but that amount decreases by 20% per year from the date of employment.

Change in Control Agreements

On September 30, 1999, the Company Board of Directors approved a plan responding to change in control issues. Generally, senior officers and other key personnel in the Company and its subsidiaries have been provided agreements stating that upon a "change in control," they will receive specified salary payments

and other benefits. For the named executive officers, change in control is defined to include certain circumstances in which a person becomes the beneficial owner of securities representing 20% or more of the combined voting power of the Company, a majority of the Board changes within a 2-year period, or a merger, consolidation or reorganization of the Company occurs. In addition, these officers will receive the specified benefits if after a change in control, there is (a) a material change in duties and responsibilities resulting in the assignment of duties and responsibilities inferior to the duties and responsibilities in effect at the time of change in control, (b) a reduction in salary or a material change in benefits (excluding discretionary bonuses), or (c) a change in the location of work assignments from the location at the time of a change in control to any other location that is further than 50 miles away. For the named executive officers of the Company, the salary payments will be 2.00 or 2.99 times the average salary and bonus for the 3 years prior to a change in control (including, when required, a gross-up payment to cover excise taxes) and benefits will include continuation of and payments for health benefits for a 2-year period. The forms of change in control agreement for the named executive officers are attached as Exhibits to the Company's 1999 Form 10-K. Similar change in control plans have been implemented for key personnel in the Company's subsidiaries.

PROPOSAL 2 -- APPROVAL OF APPOINTMENT OF AUDITORS

The Board of Directors has selected and appointed Deloitte & Touche LLP as independent auditors of the Company for the 2000 fiscal year, subject to shareholder approval. Deloitte & Touche LLP has served as the Company's independent auditors since the fiscal year ended July 31, 1973. A representative of Deloitte & Touche LLP is expected to be present at the Annual Meeting with the opportunity to make a statement, if the representative desires, and to be available to respond to appropriate questions.

For adoption of this proposal, the votes cast favoring the proposal must exceed the votes cast opposing it. The Board of Directors recommends that shareholders vote "FOR" the proposal. Proxies, unless they contain contrary written instructions, will be voted "FOR" the proposal.

PROPOSAL 3 -- SHAREHOLDER PROPOSAL

The New York City Employees' Retirement System, Office of the Comptroller, 1 Centre Street, New York, New York 10007, has stated that it is the beneficial owner of 114,584 shares of Company Common Stock and has informed the Company that it intends to present the following proposal at the Annual Meeting:

WHEREAS, in February, 1991 the management of CBRL Group, Inc. (formerly, Cracker Barrel Old Country Store) announced a policy of discrimination in employment against gay men and lesbians; and,

WHEREAS, although CBRL Group's management asserts that this discrimination policy has been rescinded, the company has refused to rehire fired workers and media reports have indicated that gay and lesbian workers continue to be dismissed on the basis of their sexual orientation; and,

WHEREAS, employment discrimination on the basis of sexual orientation may deprive corporations of the services of productive employees, leading to less efficient corporate operations which in turn can have a negative impact on shareholder value;

RESOLVED, shareholders request the Board of Directors to implement non-discriminatory policies relating to sexual orientation and to add explicit prohibitions against such discrimination to its corporate employment policy statement.

For adoption of the proposal, the votes cast favoring it must exceed the votes cast opposing it. The Board of Directors recommends a vote "AGAINST" this proposal for the reasons cited below. Proxies, unless they contain contrary written instructions, will be voted "AGAINST" the proposal.

The Company's Position

The Company does not discriminate against gays or lesbians as guests or as employees. The Company, and its subsidiaries, including Cracker Barrel Old Country Store, Inc., hire men and

women solely on the basis of their qualifications, experience and performance capabilities. The Company, and its subsidiaries, do not obtain information with respect to sexual orientation, the Company and its subsidiaries comply with all applicable local, state and federal employment laws, and adhere to equal opportunity hiring policies which require them to hire without regard to race, color, creed, age or gender.

Directly stated, the Company, and its subsidiaries, including Cracker Barrel Old Country Store, Inc., adhere to the letter and spirit of the law regarding nondiscrimination in the workplace, and seek to comply at all times with all applicable laws affecting hiring and employment. In fact, the Company and its subsidiaries desire to hire the broadest range of qualified and capable employees for all positions. Because the Company and its subsidiaries already adhere to such a broad policy and because many years ago Cracker Barrel Old Country Store, Inc. rescinded any policies which may have been regarded as discriminatory with respect to gay or lesbian individuals, the Board of Directors does not believe that a formal or written non-discrimination policy relating specifically and exclusively to sexual orientation is appropriate or necessary. The Board of Directors for these reasons recommends a vote "AGAINST" this shareholder proposal.

SUBMISSION OF SHAREHOLDER PROPOSALS

Shareholder proposals intended to be presented at the Company's 2000 Annual Meeting must be received by the Company's Secretary no later than June 15, 2000 to be eligible for inclusion on the Company's proxy statement and form of proxy related to that meeting. Shareholder proposals should be sent to: Corporate Secretary, CBRL Group, Inc., P.O. Box 787, Hartmann Drive, Lebanon, Tennessee 37088-0787. If the Company does not receive notice of any other matter that a shareholder wishes to present at the Annual Meeting in 2000 by September 11, 2000, and a matter is raised at that meeting, the holders of the proxy for that meeting will have authority to vote on the matter in accordance with their best judgment and discretion, without any discussion of the proposal in the proxy statement for the Annual Meeting. The Company may exercise discretionary voting authority under proxies solicited by it for the shareholders' 2000 Annual Meeting if it receives notice of a proposed non-Rule 14a-8 shareholder action after September 11, 2000.

ANNUAL REPORT AND FINANCIAL INFORMATION

A copy of the Company's Annual Report to Shareholders for fiscal year 1999 is being mailed to each shareholder with this Proxy Statement. A COPY OF THE COMPANY'S ANNUAL REPORT ON FORM 10-K, AND A LIST OF ALL ITS EXHIBITS, WILL BE SUPPLIED WITHOUT CHARGE TO ANY SHAREHOLDER UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL EXECUTIVE OFFICES: CBRL GROUP, INC., ATTENTION: INVESTOR RELATIONS, P.O. BOX 787, LEBANON, TENNESSEE 37088-0787. EXHIBITS TO THE FORM 10-K ARE AVAILABLE FOR A REASONABLE FEE.

OTHER BUSINESS

It is not anticipated that any other business will arise during the Annual Meeting. Management of the Company has no other business to present and does not know that any other person will present any other business. However, if any other business properly comes before the shareholders for a vote at the meeting, proxy holders will vote your shares in accordance with their best judgment.

Exhibit 23.

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement Nos. 2-86602, 33-15775, 33-37567, 33-45482, 333-01465 and 333-81063 of CBRL Group, Inc. (formerly Cracker Barrel Old Country Store, Inc.) on Form S-8 and Registration Statement Nos. 33-59582 and 333-74363 on Form S-3 of our report dated September 8, 1999, appearing in and incorporated by reference in the Annual Report on Form 10-K of CBRL Group, Inc. for the year ended July 30, 1999.

/s/ Deloitte & Touche LLP

Nashville, Tennessee
October 25, 1999

This schedule contains summary financial information extracted from the consolidated financial statement of CBRL Group, Inc. and subsidiaries for the fiscal year ended July 30, 1999 and is qualified in its entirety by reference to such consolidated financial statements.

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CBRL GROUP, INC.
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12-MOS
JUL-30-1999
AUG-01-1998
JUL-30-1999
18,262
0
8,935
0
100,455
138,150
1,247,960
227,905
1,277,781
143,953
312,000
0
0
626
790,381
1,277,781
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1,531,625
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112,838
42,653
70,185
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0
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70,185
1.16
1.16