

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT UNDER THE
SECURITIES ACT OF 1933

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

TENNESSEE
(State or other jurisdiction
of incorporation)

62-1749513
(IRS Employer
Identification No.)

Hartmann Drive, P.O. Box 787
Lebanon, Tennessee 37088-0787
(615) 444-5533
(Address, including zip code, and telephone number,
including area code, of principal executive offices)

CBRL GROUP, INC.
2000 NON-EXECUTIVE STOCK OPTION PLAN
(Full title of the plan)

James F. Blackstock, Esq.
Senior Vice President, Secretary and General Counsel
CBRL Group, Inc.
305 Hartmann Drive
Lebanon, Tennessee 37087
(615) 444-5533
(Name, address, including zip code, and telephone number,
including area code, of agent for service)

With Copies to:

GARY M. BROWN, ESQ.
Dinsmore & Shohl LLP
Bank of America Plaza, Suite 1100
414 Union Street
Nashville, Tennessee 37219
Telephone (615) 313-3325
Facsimile (615) 313-3310

CALCULATION OF REGISTRATION FEE

| Title of Securities to be Registered | Amount to be Registered | Proposed Maximum Offering Price Per Unit(2) | Proposed Maximum Aggregate Offering Price(2) | Amount of Registration Fee |
|--------------------------------------|-------------------------|---|--|----------------------------|
| Common Stock | 2,250,000 Shares | \$16.90 | \$38,025,000 | \$9,506.25 |

- (1) Plus such indeterminate number of additional shares as may be required to cover antidilutive adjustments under the CBRL Group, Inc. 2000 Non-Executive Stock Option Plan.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h)(1) promulgated under the Securities Act of 1933, as amended, and based upon the average of the high and low prices of the Common Stock of CBRL Group, Inc. on the Nasdaq National Market System on June 19, 2001.

The undersigned Registrant hereby files this Registration Statement on Form S-8 (the "Registration Statement") to register 2,250,000 shares of CBRL Group, Inc. (the "Registrant" or the "Company") common stock, \$0.01 par value, for issuance to optionees under the CBRL Group, Inc. 2000 Non-Executive Stock Option Plan.

INFORMATION REQUIRED IN REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by the Company with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended July 28, 2000, filed with the Commission on October 26, 2000, as amended by Form 10-K/A, filed with the Commission on December 8, 2000;
- (b) The Company's Quarterly Reports on Form 10-Q for the quarters ended October 27, 2000, January 26, 2001 and April 27, 2001, respectively filed with the Commission on December 7, 2000, March 9, 2001 and June 6, 2001; and
- (c) Description of the Company's Common Stock that is contained in the Company's Registration Statement on Form 8-A (File No. 333-62469) filed under the Securities Exchange Act of 1934 with the Commission on December 30, 1998, including any amendment or report filed for the purpose of updating such description.

All reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, after the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by referenced herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Tennessee Business Corporation Act ("TBCA") provides that a corporation may indemnify any of its directors and officers against liability incurred in connection with a proceeding if: (a) such person acted in good faith; (b) in the case of conduct in an official capacity with the corporation, he reasonably believed such conduct was in the corporation's best interests; (c) in all other cases, he reasonably believed that his conduct was at least not opposed to the best interests of the corporation; and (d) in connection with any criminal proceeding, such person had no reasonable cause to believe his conduct was unlawful. In actions brought by or in the right of the corporation, however, the TBCA provides that no indemnification may be made if the director or officer was adjudged to be liable to the corporation. The TBCA also provides that in connection with any proceeding charging improper personal benefit to an officer or director, no indemnification may be made if such officer or director is adjudged liable on the basis that such personal benefit was improperly received. In cases where the director or officer is wholly successful, on the merits or otherwise, in the defense of any proceeding instigated because of his or her status as a director or officer of a corporation, the TBCA mandates that the corporation indemnify the director or officer against reasonable expenses incurred in the proceeding. The TBCA provides that a court of competent jurisdiction, unless the corporation's charter provides otherwise, upon application, may order that an officer or director be indemnified for reasonable expenses if, in consideration of all relevant circumstances, the court determines that such individual is fairly and reasonably entitled to indemnification, notwithstanding the fact that (a) such officer or director was adjudged liable to the corporation in a proceeding by or in the right of the corporation; (b) such officer or director was adjudged liable on the basis that personal benefit was improperly received by him; or (c) such officer or director breached his duty of care to the corporation.

The Registrant's Charter and Bylaws provide that the Registrant shall indemnify to the full extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative

or investigative, by reason of the fact that he is or was a director, officer, trustee, or employee of the Registrant or of another corporation if serving at the request of the Registrant. The Registrant's Bylaws provide further that the Registrant shall advance expenses to such persons to the full extent allowed by the laws of the state of Tennessee, as now in effect and as hereafter adopted. Under the Registrant's Bylaws, such indemnification and advancement of expenses provisions are not exclusive of any other right that a person seeking indemnification may have or acquire both as to action in his or her official capacity and as to action in another capacity.

The Registrant maintains a contract for insurance coverage under which the officers and directors of the Company are indemnified under certain circumstances with respect to litigation and other costs and liabilities arising out of actual or alleged misconduct of such directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the Company pursuant to the foregoing provisions, the Company has been informed that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

See Exhibit Index on page 7 hereof.

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement, to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purpose of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such

indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

THE REGISTRANT. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lebanon, State of Tennessee, on this 20th day of June, 2001.

CBRL GROUP, INC.

By: /s/ Dan W. Evins

Dan W. Evins
Chairman and Chief Executive Officer

KNOW MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dan W. Evins and James F. Blackstock, and each of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and his name, place and stead, in any and all capacities, to sign any or all amendments to this Registration Statement and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that each said attorney-in-fact and agent, or their substitutions, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement or amendment has been signed below by the following persons in the capacities indicated on this 20th day of June, 2001.

| SIGNATURE | TITLE |
|---|---|
| /s/ Dan W. Evins ----- Dan W. Evins | Chairman and Chief Executive Officer (principal executive officer) |
| /s/ Lawrence E. White ----- Lawrence E. White | Chief Financial Officer and Treasurer (principal financial and accounting officer) |
| /s/ Michael A. Woodhouse ----- Michael A. Woodhouse | Director |
| /s/ James C. Bradshaw ----- James C. Bradshaw | Director |
| /s/ Robert V. Dale ----- Robert V. Dale | Director |
| /s/ Dan W. Evins ----- Dan W. Evins | Director |
| /s/ Edgar W. Evins ----- Edgar W. Evins | Director |
| /s/ Robert C. Hilton ----- | Director |

Robert C. Hilton

/s/ Charles E. Jones, Jr.
----- Director
Charles E. Jones, Jr.

/s/ Charles T. Lowe, Jr.
----- Director
Charles T. Lowe, Jr.

----- Director
B.F. ("Jack") Lowery

/s/ Gordon L. Miller
----- Director
Gordon L. Miller

----- Director
Martha M. Mitchell

/s/ Jimmie D. White
----- Director
Jimmie D. White

EXHIBIT INDEX

| EXHIBIT NO. | DESCRIPTION | PAGE NO. |
|-------------|---|----------|
| ----- | | |
| 4.1 | Charter of CBRL Group, Inc.(1) | |
| 4.2 | Bylaws of CBRL Group, Inc.(1) | |
| 4.3 | Shareholder Rights Agreement dated September 7,1999.(2) | |
| 4.4 | The Company's 2000 Non-Executive Stock Option Plan. | |
| 4.5 | Form of Stock Option Agreement with respect to options issued pursuant to the Company's 2000 Non-Executive Stock Option Plan. | |
| 5 | Opinion of Dinsmore & Shohl LLP. | |
| 23.1 | Consent of Dinsmore & Shohl LLP. (included in Exhibit 5). | |
| 23.2 | Consent of Deloitte & Touche, LLP with respect to its report dated September 7, 2000. | |
| 23.3 | Letter of Deloitte & Touche, LLP with respect to its review of unaudited interim financial information. | |
| 24 | Power of Attorney (included on Signature Page). | |

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

(2) Incorporated by reference to the Company's Form 8-A, filed with the Commission on September 21, 1999 (File No. 000-25225).

CBRL GROUP, INC.

2000 NON-EXECUTIVE STOCK OPTION PLAN

Purpose of the Plan

This CBRL Group, Inc. 2000 Non-Executive Stock Option Plan (the "Plan") is intended to promote the interests of CBRL Group, Inc. (the "Company") and its shareholders by encouraging employees of the Company and each defined Subsidiary, who are not officers or directors of the Company, to own, and to increase their ownership of, the Company's stock, thereby giving them, as shareholders, an increased personal interest in, and a greater concern for, the Company's continued success and progress.

Statement of the Plan

1. NAME. The Plan shall be known as: CBRL Group, Inc. 2000 Non-Executive Stock Option Plan.

2. DEFINITIONS. In addition to words defined elsewhere in this document, in this Plan, the following terms, capitalized as indicated, shall have the meanings designated, in singular or plural forms, unless a different meaning is plainly required by the context.

a. "Affiliate" and "Associate" have the respective meanings ascribed to those terms in Rule 12b-2 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as in effect on the date the Plan is approved by the Company and becomes effective.

b. A "beneficial owner" of any securities is a person or any of its Affiliates or Associates which:

(1) beneficially owns the securities, directly or indirectly;

or

(2) directly or indirectly, has (i) the right to acquire the securities (whether the 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 (ii) the right to vote pursuant to any agreement, arrangement or understanding; or

(3) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any securities which are beneficially owned, directly or indirectly, by any other person.

c. "Board" means the Company Board of Directors.

d. "Change in Control" means:

(1) 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;

(2) 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;

(3) 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

(4) sale of all or substantially all of the Company's assets.

e. "Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

f. "Common Stock" means common stock of the Company having a par value of \$0.01 per share.

g. "Disability" means disabled within the meaning of Section 22(e)(3) of the Internal Revenue Code.

h. "Effective Date" means the date this Plan is adopted by the Board.

i. "Fair Market Value" of the Common Stock shall be the last reported sale price of Common Stock as reported by The Nasdaq National Market ("Nasdaq") on the last trading day immediately preceding the day of the grant of the Option.

j. "Option" means a nonqualified option to acquire Common Stock granted pursuant to the Plan.

k. "Optionee" means any employee of the Company or of any of its Subsidiaries who receives Options granted under this Plan.

l. "Parent" means a parent corporation as defined in Sections 424(e) and (g) of the Internal Revenue Code.

m. A "person" means any individual, firm, company, partnership, other entity or group.

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n. "Retirement" means the action of an employee who voluntarily terminates his or her employment relationship with the Company when the employee is at least 55 years of age, and the employee has 7 or more years of full-time service with the Company (as full-time service is defined for the employee's employment category during the time of service). Retirement specifically excludes termination pursuant to a severance agreement with the Company (unless specifically agreed otherwise in that agreement) or termination for Just Cause.

o. "Subsidiary" means an affiliated business entity during any period that 50% or more of its common stock, or in the case of a partnership 50% or more of its capital interest, 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 Sections 414(b) and (c) of the Code.

p. "Just Cause" means matters which, in the judgment of the Option Committee, constitute any one or more of the following:

- (1) intoxication while on the job;
- (2) theft or dishonesty in the conduct of the Company's business;
- (3) willful neglect or negligence in the management of Company business, or violation of Company race or gender anti-harassment policies;
- (4) violence that results in personal injury, or conviction of a crime involving moral turpitude.

3. ADMINISTRATION.

3.01 Option Committee. The Plan shall ultimately be administered by the Board's Compensation and Stock Option Committee (the "Option Committee"). The Option Committee shall consist of 2 or more non-employee directors. The Committee, in its discretion, may delegate to officers of the Company the authority, within parameters established from time to time by the Option Committee, to make decisions and to take actions which otherwise would be in the discretion of the Option Committee under the Plan.

3.02 Evidence of Grant. The Option Committee shall grant Options to employees chosen by the Option Committee to participate in the Plan. Each grant shall be made under, and in accordance with, the provisions of the Plan. Each Option granted shall be evidenced by a written stock option agreement in a form and containing provisions which are not inconsistent with

this Plan.

3.03 Committee Authority. The Option Committee has full and final authority and discretion to interpret provisions of the Plan, to determine from time to time the individuals in the group eligible for Options and the number of shares to be affected by each Option; to determine the purchase price of the shares affected by each Option and the time or

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times at which Options shall be granted; to determine the conditions for grant, exercise, expiration or forfeiture of Options; 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. The Option Committee may, from time to time, adopt and change rules and regulations of general application for the Plan's administration. The Option Committee's interpretation of the Plan and its rules and regulations, and all actions taken and determinations made by the plan administrator pursuant to the Plan, shall be conclusive and binding on all those who are involved or affected.

4. ELIGIBILITY. Subject to the following sentence, the persons eligible to participate in the Plan as recipients of Options are the employees of the Company or of any Subsidiary of the Company (the "employees"). Notwithstanding the foregoing, any person who is a participant in the CBRL Group Long Term Incentive Plan shall not be eligible to participate in or receive options under the Plan. 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 employment of the Company or any Subsidiary nor limit in any way the right of the Company or any Subsidiary to terminate any employee's employment at any time.

5. SHARES SUBJECT TO THE PLAN.

5.01 Shares Affected. The shares to be granted and delivered by the Company upon exercise of Options are shares of Common Stock, which may be either authorized but unissued shares, or so-called "treasury shares" reacquired by the Company, in the discretion of the Option Committee.

5.02 Number of Shares. The aggregate number of shares of Common Stock which may be granted under this Plan shall not exceed 2,000,000 shares. However, that number shall be adjusted as provided in Section 8 of this Plan for stock splits, stock dividends, exchanges of shares, or the like occurring after the Effective Date. No Option may be granted under this Plan which at the time could cause the maximum limit of shares to be exceeded.

5.03 Effect of Expired Options. Shares covered by an Option which is no longer exercisable with respect to those shares shall again be available to support grants of Options under this Plan.

6. TERMS OF OPTIONS. Options shall include the following terms and conditions:

a. Option Price. The Option price per share shall be the Fair Market Value of the Company's Common Stock.

b. Time and Issuance of Options. From time to time the Option Committee shall select, from among those who are eligible, the individuals to whom Options shall be granted and shall determine the number of shares to be affected by each Option. The date of the grant shall be determined by the date on which the Option recommendation is approved, or

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selection of an employee as a participant in any grant under the Plan is made, by the Option Committee. Participation in the Plan or management's recommendation of a grant shall not, and shall not be deemed to, entitle the employee to any Option prior to the time it is actually granted by the Option Committee; and the granting of any Option under the Plan shall not, and shall not be deemed to, entitle an employee to, or to disqualify the 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 affected by the Options, the Option Committee shall take into account the duties of the respective individuals, their present and potential contributions to the success of the Company, and any

other factors the Option Committee deems relevant in accomplishing the purposes of the Plan.

c. Period Within Which Option May be Exercised. Each Option shall specify the rate at which the Option vests or becomes exercisable, which rate shall be in the discretion of the Option Committee. Each Option also shall specify that the Option shall expire at the end of a specified period, which shall not exceed ten (10) years.

d. Limited Transferability. No Option may be assigned, pledged or transferred by an Optionee other than by will or by the applicable laws of descent and distribution. The Option Committee, in its sole discretion, may permit an Optionee to designate a beneficiary who may exercise the Option after the Optionee's death but any affected Option shall remain subject to all the same terms and conditions contained in the instrument evidencing the Option.

e. Amendment of Options. Material amendments to an outstanding Option require approval by the Option Committee and must be agreed upon by the Optionee.

f. Exercise After Termination of Service. If an Optionee's employment with the Company is terminated, then in the following described circumstances, the Optionee shall have the specified time periods within which to exercise the Optionee's unexercised options, or portions of them:

(1) Death or Disability. If an Optionee dies (i) while an employee of the Company or of a Subsidiary or (ii) within 90 days after termination of that employment, other than termination for Just Cause, the Options may be exercised, to the extent that the Optionee was entitled to do so at the date of 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 person has that right, by the 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 no Option may ever be exercised later than its specified expiration date. If 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 termination of employment, for a period of one year, but no Option may ever be exercised later than its specified expiration date.

(2) Termination of Employment. If an Optionee's employment with the Company or a Subsidiary terminates for any reason other than Disability, Retirement, death or Just Cause, he or she may exercise Options, to the extent that he or she was entitled to do so at the date of termination of employment, at any time, or from time to time, for a period of 90 days

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after the date of termination, but no Option may ever be exercised later than its specified expiration date. Absences for military service for 180 days or less shall not constitute termination of employment. In all other cases, the Option Committee shall determine whether authorized leaves of absence for military or governmental service shall constitute termination of employment for purposes of this Plan. If an Optionee's employment with the Company or any Subsidiary is terminated for Just Cause, all the employee's Options shall be terminated as of the date of the employee's termination and will no longer be exercisable.

(3) Retirement. If an Optionee ceases to be an employee by 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 Options, but no Option may ever be exercised later than its specified expiration date.

g. Shareholder Rights. The Optionee shall have no rights as a shareholder with respect to any shares covered by Options until the issuance of a stock certificate to the Optionee for the affected shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of the stock certificate, except as provided in Section 8 of this Plan.

h. Partial Exercise. Unless specifically stated otherwise in the option grant, any exercise of an Option may be made in whole or in part.

7. EXERCISE OF OPTIONS.

7.01 Determination of Procedures. The Option Committee has the

right to determine the manner in which Options may be exercised pursuant to this Plan. The exercise procedures shall be stated in each stock option agreement. The manner of exercising Options may vary from grant to grant, at the discretion of the Option Committee.

7.02 Method of Exercise. Unless specified otherwise in the applicable stock option agreement, an Option granted under this Plan may be exercised by written notice to the Company, signed by the Optionee, or by any other person entitled to exercise the Option. The notice of exercise shall be delivered to the Company at its principal office (Attention: Corporate Secretary), 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 the affected shares. Upon the exercise of an Option and full payment for it, as soon as practicable the Company shall cause a certificate or certificates for the number of shares with respect to which the Option is properly exercised to be delivered to the exercising Optionee. The shares of Common Stock shall be registered in the name of the exercising Optionee, or in any name jointly with him or her that the Optionee directs in the written notice of exercise. It is a condition to the obligation of the Company to issue or transfer shares of Common Stock upon exercise of an Option that the Optionee pay to the Company, upon its demand, all amounts requested by the Company for the purpose of satisfying its liability to withhold federal, state or local income or other taxes incurred because of the exercise of the Option or the transfer of the affected shares. If the amount requested is not paid, the Company may refuse to issue or transfer shares of stock upon exercise

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of an Option. All shares issued upon the proper exercise of the Option, with full payment as required, shall be fully paid and nonassessable.

7.03 Payment of Purchase Price. Shares purchased by exercising an Option shall be paid for in full by delivery to the Company of consideration equal to the product of each option price and the number of shares purchased, plus applicable taxes. The consideration shall be paid in cash or by check.

In addition, in the sole discretion of the Option Committee (or any authorized person designated by that Committee), a combination of cash, check and one or more of the following alternatives may be used as payment for the exercise of an Option:

a. tendering (either actually or, if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, by attestation) or constructively surrendering Common Stock already owned by the Optionee for at least 6 months having a Fair Market Value on the exercise date equal to the total Option exercise price; or

b. if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, delivery of a properly executed exercise notice, together with irrevocable instructions, to a brokerage firm designated by the Company (which will promptly deliver to the Company the aggregate amount of sale or loan proceeds needed to pay the exercise price and any withholding tax obligations that may arise in connection with the exercise), and to the Company (which will cause its transfer agent to deliver the certificates for purchased shares directly to the brokerage firm), all in accordance with the regulations of the Federal Reserve Board; or

c. any other consideration the Option Committee may permit.

7.04 Withholding. The Company's obligation to deliver shares on the exercise of any Option is subject to satisfaction of any applicable United States federal, state and local tax withholding requirements. Applicable withholding obligations shall be determined as of the exercise date of any Option, i.e., the later of the date the Company receives a notice of exercise or the full payment of the exercise price. The Option Committee may, in its sole discretion, permit the Optionee to satisfy withholding obligations, in whole or in part, by paying cash or by transferring to the Company shares of Common Stock already owned by the Optionee for at least 6 months, in amounts based on Fair Market Value equal to the withholding obligation.

8. 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 kinds of shares subject to outstanding Options, the exercise prices for those shares, and the number and kinds 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 number of shares of Common Stock then issued and outstanding and the number of shares available to be delivered upon exercise of Options. The Option Committee shall have the power to determine the amount of the adjustment to be made in each case.

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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 or her Options, whether vested or not, and (subject to any required action by shareholders) upon any exercise of any Option, to receive in lieu of the number of shares of the Common Stock exercisable pursuant to the Option, the number and class of shares of stock or other securities to which that Optionee would have been entitled pursuant to the terms of the reorganization, merger or consolidation if, at the time of the reorganization or other action, that Optionee had been the holder of record of a number of shares of stock equal to the total number of shares covered by all his or her Options. Comparable rights shall accrue to each Optionee in the event of successive reorganizations, mergers or consolidations in which the then existing corporation is not the surviving corporation.

c. Effect of Change in Control. In the event of any Change in Control, notwithstanding other provisions of this Plan or any contrary vesting schedule in any Option grant and agreement, unless the applicable Option agreement specifically provides that this provision shall not apply, all Options then outstanding under the Plan shall be deemed to be fully vested and immediately exercisable (without regard to any limitation imposed by the Plan or the Board at the time the Options were granted which permits all or any part of the Options to be exercised only after the lapse of time), as of the effective date of the Change in Control.

9. 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, amend in any respect, suspend or discontinue the Plan. However, no action may alter or impair an Optionee's rights under any outstanding Options without the Optionee's consent.

10. INDEMNIFICATION OF OPTION COMMITTEE. In addition to all other rights of indemnification they may have as members of the Board or as members of the Option Committee, the members of the Option 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 withheld or granted under the Plan, and against all amounts paid by them in settlement of those matters (provided the 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 a finding of bad faith. Upon the institution of any action, suit or proceeding, the affected Option Committee member shall notify the Company in writing, giving the Company an opportunity, at its own expense, to handle and defend the matter before the Option Committee member undertakes to handle it on his or her own behalf.

11. NO RIGHT TO RECEIVE OPTIONS. Neither the adoption of the Plan nor any action of the Option Committee shall, or shall be deemed to, give any person any right to be granted an Option, or any other right under this Plan, unless and until the Option Committee specifically acts to grant a person an Option, and then his or her rights shall be only those prescribed in the grant and agreement evidencing the Option.

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12. 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 grant of Options or the sale and purchase of Common Stock under the terms of the Plan, so long as the Company acts in good faith.

13. SECURITIES LAWS. The Board shall take all necessary or appropriate actions to ensure that all Option grants are, and that all exercises of Options under this Plan may be made, in compliance with all applicable federal and state securities laws. The Company, however, assumes no responsibility for compliance with any federal or state securities laws

affecting the resale of any shares of Common Stock acquired under the Plan.

14. NO OBLIGATION TO EXERCISE OPTION. The granting of an Option imposes no obligation upon any Optionee to exercise any Option at any time.

15. TERM OF PLAN. This Plan shall be effective as of the date of adoption of the Plan by the Board, and unless extended by specific action of the Board, this Plan shall expire on July 29, 2005 (except as to Options vested and outstanding on that date), and no Options shall be granted under the Plan on or after the expiration date of the Plan.

16. GENERAL. The Plan and any Options granted under this Plan shall be governed by and construed in accordance with the laws of the State of Tennessee and any specifically applicable federal tax, securities or employee benefit laws.

17. EFFECTIVE DATE. This Plan was adopted by the Board on July 27, 2000.

Grant Date

Dept./Store
Employee Name
Employee Address
Employee Address

RE: STOCK OPTION ACCEPTANCE

DEAR EMPLOYEE:

Pursuant to the terms and conditions of the CBRL GROUP, INCORPORATED'S ["PLAN NAME"] (the "Plan"), you have been granted a Non-Qualified Stock Option to purchase [number of] shares (the "Option") of common stock as outlined below.

Granted To: [Employee Name] SSN: [Employee SSN]
Grant Date: [Issue Date]
Options Granted: [Number of Shares] Total Cost to Exercise For [shares granted] Shares: \$_____
Option Price Per Share: \$ [Grant Price]
Expiration Date: [Grant Expiration Date]

Vesting does not begin, pursuant to the Plan, until ONE YEAR AFTER THE DATE OF THE GRANT.

Vesting Schedule: 3 year plan

| Shares Vested | Total Shares Vested at Date |
|--------------------------------------|---|
| One-third on 1 year from grant date | One-third on 1 year from grant date |
| One-third on 2 years from grant date | Two-thirds on 2 years from grant date |
| One-third on 3 years from grant date | Three-thirds on 2 years from grant date |

Subject to the terms and conditions of the Plan, this Option shall be exercisable as to vested shares, in whole or in part, beginning one year from the Grant Date, but not after the day which is 10 years after the Grant Date.

By my signature below, I acknowledge receipt of this Option Grant on the date shown above, subject to the terms and conditions of the Plan. I also acknowledge receipt of a copy of the Plan and agree to comply with all of the terms and conditions of the Option Grant and the Plan.

Signature: _____ Date: _____
[EMPLOYEE NAME] [Grant Code]
Cracker Barrel Old Country Store

Note: If there are any discrepancies in the name or address shown above, please make the appropriate corrections on this form.

[Letterhead of Dinsmore & Shohl LLP]

June 20, 2001

CBRL Group, Inc.
305 Hartmann Drive
Lebanon, Tennessee 37087

Ladies and Gentlemen:

This opinion is rendered for use in connection with the Registration Statement on Form S-8, relating to the CBRL Group, Inc. 2000 Non-Executive Stock Option Plan (the "Plan"), to be filed by CBRL Group, Inc. (the "Company") with the Securities and Exchange Commission on or about June 20, 2001, under which 2,250,000 shares of the Company's Common Stock \$.01 par value ("Common Stock") are to be registered.

We hereby consent to the filing of this opinion as Exhibits 5 and 23.1 to the Registration Statement and to the reference to our name in the Registration Statement.

As counsel to the Company, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such statutes, documents, corporate records, certificates of public officials, and other instruments as we have deemed necessary for the purpose of this opinion, including the Company's Charter and Bylaws and the record of proceedings of the shareholders and directors of the Company.

Based upon the foregoing, we are of the opinion that the 2,250,000 shares of the Company's Common Stock that may be issued and sold from time to time in accordance with the Plan have been duly authorized for issuance and will, when issued, sold and paid for in accordance with the Plan, be validly issued, fully paid and non-assessable.

Very Truly Yours,

/s/ DINSMORE & SHOHL LLP

INDEPENDENT AUDITOR'S CONSENT

We consent to the incorporation by reference in this Registration Statement of CBRL Group, Inc. on Form S-8, and in the related Prospectus pertaining to the CBRL Group, Inc. 2000 Non-Executive Stock Option Plan, of our report dated September 7, 2000, appearing in and incorporated by reference in the Annual Report on Form 10-K of CBRL Group, Inc. for the year ended July 28, 2000.

/s/ Deloitte & Touche LLP
DELOITTE & TOUCHE LLP

Nashville, Tennessee
June 18, 2001

June 18, 2001

CBRL Group, Inc.
106 Castle Heights North
Lebanon, Tennessee

We have made a review, in accordance with standards established by the American Institute of Certified Public Accountants, of the unaudited interim financial information of CBRL Group, Inc. and subsidiaries for the periods ended October 27, 2000, January 26, 2001, and April 27, 2001, as indicated in our reports dated December 7, 2000, March 8, 2001, and June 4, 2001; because we did not perform an audit, we expressed no opinion on that information.

We are aware that our reports referred to above, which are included in your Quarterly Report on Form 10-Q for the quarters ended October 27, 2000, January 26, 2001, and April 27, 2001, are incorporated by reference in this Registration Statement on Form S-8.

We also are aware that the aforementioned report, pursuant to Rule 436(c) under the Securities Act of 1933, is not considered a part of the Registration Statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

/s/ Deloitte & Touche LLP
DELOITTE & TOUCHE LLP
Nashville, Tennessee