

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

FORM 10-K

(Mark One)

- Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934  
For the fiscal year ended August 2, 2013

OR

- Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 000-25225

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Cracker Barrel Old Country Store, Inc.

(Exact name of registrant as specified in its charter)

Tennessee  
(State or other jurisdiction of incorporation or organization)

62-0812904  
(I.R.S. Employer Identification Number)

305 Hartmann Drive, P.O. Box 787  
Lebanon, Tennessee  
(Address of principal executive offices)

37088-0787  
(Zip code)

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

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

Title of each class

Common Stock (Par Value \$.01)  
Rights to Purchase Series A Junior Participating  
Preferred Stock (Par Value \$0.01)

Name of each exchange on which registered

The NASDAQ Stock Market LLC  
(NASDAQ Global Select Market)

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Securities registered pursuant to Section 12(g) of the Act: None

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

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Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) 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. o

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

Large accelerated filer

Accelerated filer o

Non-accelerated filer o

Smaller reporting company o

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

The aggregate market value of voting stock held by nonaffiliates of the registrant as of February 1, 2013 (the last business day of the registrant's most recently completed second fiscal quarter) was \$1,543,522,095.

As of September 20, 2013, there were 23,795,327 shares of common stock outstanding.

Documents Incorporated by Reference

Document from which Portions  
are Incorporated by Reference

Part of Form 10-K  
into which incorporated

1. Proxy Statement for Annual Meeting of Shareholders to be held November 13, 2013 (the "2013 Proxy Statement")

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## INTRODUCTION

### General

This report contains references to years 2013, 2012 and 2011, which represent our fiscal years ended August 2, 2013, August 3, 2012 and July 29, 2011, respectively. 2012 consisted of 53 weeks while 2013 and 2011 consisted of 52 weeks. All of the discussion in this report should be read with, and is qualified in its entirety by, the Consolidated Financial Statements and the notes thereto. All amounts other than share and certain statistical information (e.g., number of stores) are in thousands unless the context clearly indicates otherwise. Similarly, references to a year or quarter are to our fiscal year or quarter unless expressly noted or the context clearly indicates otherwise.

### Forward Looking Statements/Risk Factors

Except for specific historical information, many of the matters discussed in this Annual Report on Form 10-K, as well as other documents incorporated herein by reference, may express or imply projections of items such as revenues or expenditures, estimated capital expenditures, compliance with debt covenants, plans and objectives for future operations, store economics, inventory shrinkage, growth or initiatives, expected future economic performance or the expected outcome or impact of pending or threatened litigation. These and similar statements regarding events or results that Cracker Barrel Old Country Store, Inc. (the "Company") expects will or may occur in the future, are forward-looking statements that, by their nature, involve risks, uncertainties and other factors which may cause our actual results and performance to differ materially from those expressed or implied by those statements. All forward-looking information is provided pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995 and should be evaluated in the context of these risks, uncertainties and other factors. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "trends," "assumptions," "target," "guidance," "outlook," "opportunity," "future," "plans," "goals," "objectives," "expectations," "near-term," "long-term," "projection," "may," "will," "would," "could," "expect," "intend," "estimate," "anticipate," "believe," "potential," "regular," "should," "projects," "forecasts" or "continue" (or the negative or other derivatives of each of these terms) or similar terminology. We believe the assumptions underlying any forward-looking statements are reasonable; however, any of the assumptions could be inaccurate, and therefore, actual results may differ materially from those projected in or implied by the forward-looking statements. In addition to the risks of ordinary business operations, and those discussed or described in this report or in information incorporated by reference into this report, factors and risks that may result in actual results differing from this forward-looking information include, but are not limited to, those contained in Part I, Item 1A of this report below, as well as the factors described under "Critical Accounting Estimates" in Part II, Item 7 of this report below or, from time to time, in our filings with the Securities and Exchange Commission ("SEC"), press releases and other communications.

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

## PART I

### ITEM 1. BUSINESS

#### OVERVIEW

Cracker Barrel Old Country Store, Inc. ("we," "us," "our" or the "Company," which reference, unless the context requires otherwise, also includes our direct and indirect wholly-owned subsidiaries), is principally engaged in the operation and development of the Cracker Barrel Old Country Store® concept ("Cracker Barrel"). We are headquartered in Lebanon, Tennessee and were originally founded in 1969. We are organized under the laws of the State of Tennessee.

We maintain a website at [crackerbarrel.com](http://crackerbarrel.com). We make available free of charge through our website our periodic and other reports filed with or furnished to the SEC pursuant to the Securities and Exchange Act of 1934, as amended (the "Exchange Act") as soon as reasonably practicable after we file such material with, or furnish it to, the SEC. Information on our website is not deemed to be incorporated by reference into this Annual Report on Form 10-K or any other filings that we make from time to time with the SEC.

#### OPERATIONS

As of September 20, 2013, we operated 624 stores in 42 states. None of our stores is franchised. Our stores are intended to appeal to both the traveler and the local customer and we believe they have consistently been a consumer favorite. We are often recognized for the quality of our operations. Based on the analysis of consumer ratings, Technomic Inc., a well-recognized industry research firm, named Cracker Barrel the inaugural winner of its Chain Restaurant Consumers' Choice Awards in the food and beverage category for full service restaurants. In addition, for the third year in a row, we took top honors in the family dining segment of the Consumer Picks survey produced by *Nation's Restaurant News*. In the family dining segment, Cracker Barrel led in nine of the survey's ten categories, including Food Quality, Cleanliness, Service, Menu Variety, Craveability, Atmosphere, Reputation, Likely to Return and Likely to Recommend.

**Store Format:** The format of our stores consists of a trademarked rustic, old country-store design offering a full-service restaurant menu featuring home-style country food and a wide variety of decorative and functional items featuring rocking chairs, holiday and seasonal gifts and toys, apparel, cookware and foods. All stores are freestanding buildings. Store interiors are subdivided into a dining room occupying approximately 28% of the total interior store space, and a gift shop occupying approximately 22% of such space, with the balance primarily consisting of kitchen, storage and training areas. Our stores have stone fireplaces and are decorated with antique-style furnishings and other authentic and nostalgic items, reminiscent of and similar to those found and sold in the past in traditional old country stores. The front porch of each store features rows of the signature Cracker Barrel rocking chairs that can be used by guests while waiting for a table in our dining room or after enjoying a meal and are sold by the gift shop. The kitchens contain modern food preparation and storage equipment allowing for flexibility in menu variety and development.

**Products:** Our restaurants, which generated approximately 80% of our total revenue in 2013, offer home-style country cooking featuring many of our own recipes that emphasize authenticity and quality. Except for Christmas Day, when they are closed, and Christmas Eve when they close at 2:00 p.m., our restaurants serve breakfast, lunch and dinner daily between the hours of 6:00 a.m. and 10:00 p.m. (closing at 11:00 p.m. on Fridays and Saturdays). Menu items are moderately priced. The restaurants do not serve alcoholic beverages.

Breakfast items can be ordered at any time throughout the day and include juices, eggs, pancakes, fruit and yogurt parfaits, pork and turkey bacon, country ham, sausage, grits, and a variety of biscuit specialties, such as gravy and biscuits and country ham and biscuits. Lunch and dinner items include country ham, chicken and dumplings, chicken fried chicken, meatloaf, country fried steak, pork chops, fish, steak, roast beef, vegetable plates, a variety of salads, sandwiches, soups, fresh side items and specialty items such as pinto beans and turnip greens. We recently introduced lower calorie breakfast, lunch and dinner offerings, which are full of flavor but with fewer calories. Additionally, we may from time to time feature new items as off-menu specials or in test menus at certain locations to evaluate possible ways to enhance customer interest and identify potential future additions to the menu. We offer weekday lunch specials, which include some of our favorite entrées in lunch-sized portions. Our menu also features weekday and weekend dinner specials that showcase a popular dinner entrée. There is some variation in menu pricing and content in different regions of the country for both breakfast and lunch/dinner. The average check per guest during 2013 was \$9.68, which represents a 2.5% increase over the prior year. We served an average of approximately 6,760 restaurant guests per week in a typical store in 2013.

The following table highlights the price ranges for our meals in 2013:

	Prices Range
Breakfast	\$ 3.49 to \$9.19
Lunch and Dinner	\$ 4.59 to \$13.99

The following table highlights each day-part's percentage of restaurant sales in 2013:

	Percentage of Restaurant Sales in 2013
Breakfast Day-Part (until 11:00 a.m.)	24%
Lunch Day-Part (11:00 a.m. to 4:00 p.m.)	38%
Dinner (4:00 p.m. to close)	38%

We also offer items for sale in our gift shops that are featured on, or related to, the restaurant menu, such as pies, cornbread mix, coffee, syrups and pancake mixes. Our gift shops, which generated approximately 20% of our total revenue in 2013, offer a wide variety of decorative and functional items such as rocking chairs, seasonal gifts, apparel, toys, music CD's, cookware, old-fashioned-looking ceramics, figurines, a book-on-audio sale-and-exchange program and various other gift items, as well as various candies, preserves and other food items.

The following table highlights the five categories which accounted for the largest shares of our retail sales in 2013:

	Percentage of Retail Sales in 2013
Apparel and Accessories	27%
Food	18%
Toys	13%
Décor	13%
Bed and Bath	9%

Our typical gift shop features approximately 3,900 stock keeping units. Many of the food items are sold under the "Cracker Barrel Old Country Store" brand name. We believe that we achieve high retail sales per square foot of retail selling space (approximately \$414 per square foot in 2013) as compared to mall stores both by offering appealing merchandise and by having a significant source of customers who are typically our restaurant guests.

**Product Development and Merchandising:** We maintain a product development department, which develops new and improved menu items either in response to shifts in customer preferences or to create customer interest. We utilize a formal development and testing process, which includes guest research and in-store market tests to ensure products brought to market have a greater likelihood of meeting our goals. Menu driven growth is built through three areas: enhancements to our current core menu offerings, the addition of new core menu offerings and limited time offer promotions we call seasonal events. Our merchandising department selects and develops products for our gift shop. We are focused on driving retail sales by converting those customers who come to us for a restaurant visit. Our assortment includes core and seasonal themes. Our seasonal themes are designed to create interest and excitement in our stores by providing our guests with additional choices.

**Store Management and Quality Controls:** At each store, our store management typically consists of one general manager, four associate managers and one retail manager. Our store management is responsible for an average of 105 employees on two shifts. The relative complexity of operating one of our stores requires an effective management team at the individual store level. To motivate store managers to improve sales and operational performance, we maintain bonus plans designed to provide store managers with an opportunity to share in the profits of their store. The bonus plans also reward managers who achieve specific operational targets. We also employ district managers to support individual store managers and regional vice presidents to support individual district managers. Each restaurant district manager oversees seven to nine individual stores and each restaurant regional vice president supports eight to ten district managers. Each retail district manager oversees eleven to fifteen individual stores and each retail regional vice president supports nine to eleven district managers. Each store is assigned to both a restaurant and a retail district manager and each district is assigned to both a restaurant and a retail regional vice president. The various levels of restaurant and retail management work closely together to allow our stores to deliver a unique, integrated guest experience.

To ensure that individual stores are operated at a high level of quality, we focus significant attention on the selection and training of store managers. The store management recruiting and training program begins with an evaluation and screening process. In addition to multiple interviews and verification of background and experience, we conduct testing designed to identify those applicants most likely to be best suited to manage store operations. Candidates who successfully pass this screening process are then required to complete a training program. The restaurant manager training program consists of five weeks of in-store training and three weeks of training at our home office. The retail manager training program consists of three weeks of in-store training and two weeks of training at our home office. Our training programs provide us with managers who can effectively demonstrate the ability to deliver a great guest experience through the leadership and execution of our operating systems. This program allows new managers the opportunity to become familiar with our operations, culture, management objectives, controls and evaluation criteria before assuming management responsibility. We provide our managers and hourly employees with ongoing training through various development courses taught through a blended learning approach, including a mix of hands-on, classroom, written and Internet-based training. Each store is equipped with dedicated training computers for the Internet-based computer-assisted instruction programs. Additionally, each store typically has an employee training coordinator who oversees the training of the store's hourly employees.

**Purchasing and Distribution:** We negotiate directly with food vendors as to specification, price and other material terms of most food purchases. We have a contract with an unaffiliated distributor with custom distribution centers in Lebanon, Tennessee; McKinney, Texas; Gainesville, Florida; Elkton, Maryland; Kendalville, Indiana; and Ft. Mill, South Carolina. We purchase the majority of our food products and restaurant supplies on a cost-plus basis through this unaffiliated distributor. The distributor is responsible for placing food orders, warehousing and delivering food products to our stores. Deliveries are generally made once per week to the individual stores.

The following table highlights the five food categories which accounted for the largest shares of our food purchasing expense in 2013:

	Percentage of Food Purchases in 2013
Beef	13%
Dairy (including eggs)	12%
Fruits and vegetables	12%
Poultry	11%
Pork	11%

Each of these categories includes several individual items. The single food item within these categories that accounted for the largest share of our food purchasing expense in 2013 was sliced bacon at approximately 5% of food purchases. Dairy, fruits and vegetables are purchased through numerous vendors, including local vendors. Eggs are purchased through three vendors. We purchase our beef, poultry and pork each through nine vendors. Should any food items from a particular vendor become unavailable, we believe that these food items could be obtained, or alternative products substituted, in sufficient quantities from other sources at competitive prices to allow us to avoid any material adverse effects that could be caused by such unavailability.

We purchase the majority of our retail items (approximately 80% in 2013) directly from domestic and international vendors and warehouse them at a retail distribution center in Lebanon, Tennessee, which we lease. The distribution center fulfills retail item orders generated by our automated replenishment system and generally ships the retail orders once a week to the individual stores by a third-party dedicated freight line. Certain retail items, not centrally purchased and warehoused at the distribution center, are drop-shipped directly by our vendors to our stores. Approximately one-third of our 2013 retail purchases were directly from vendors in the People's Republic of China. We have relationships with foreign buying agencies to source purchased product, monitor quality control and supplement product development.

**Operational and Inventory Controls:** Our information technology and telecommunications systems and various analytical tools are used to evaluate store operating information and provide management with reports to support prompt detection of unusual variances in food costs, labor costs or operating expenses.

Management also monitors individual store restaurant and retail sales on a daily basis and closely monitors sales mix, sales trends, operational costs and inventory levels. The information generated by the information technology and telecommunication systems, analysis tools and monitoring processes is used to manage the operations of each store, replenish retail inventory levels and facilitate retail purchasing decisions. These systems and processes also are used in the development of forecasts, budget analyses and planning.

**Guest Satisfaction:** We are committed to providing our guests a home-style, country-cooked meal, and a variety of retail merchandise served and sold with genuine hospitality in a comfortable environment, in a way that evokes memories of the past. Our commitment to offering guests a quality experience begins with our employees. Our mission statement, "Pleasing People," embraces guests and employees alike, and our employees are trained on the importance of that mission in a culture of mutual respect. We also are committed to staffing each store with an experienced management team to ensure attentive guest service and consistent food quality. Through the regular use of guest surveys and store visits by district managers and regional vice presidents, management receives valuable feedback that is used in our ongoing efforts to improve the stores and to demonstrate our continuing commitment to pleasing our guests. We have a guest-relations call center that takes comments and suggestions from guests and forwards them to operations or other management for information and follow up. We use an interactive voice response system to monitor operational performance and guest satisfaction at all stores on an ongoing basis. We have public notices in our menus, on our website and posted in our stores informing customers and employees about how to contact us by Internet or toll-free telephone number with questions, complaints or concerns regarding services or products. We conduct training in how to gather information and investigate and resolve customer concerns. This is accompanied by comprehensive training for all store employees on our public accommodations policy and commitment to "Pleasing People."

**Marketing:** We employ multiple mediums to reach and engage our guests. Outdoor advertising (i.e., billboards and state department of transportation signs) is the largest advertising vehicle we use to reach our traveling and local guests. In 2013, we had over 1,600 billboards and this expenditure accounted for 49% of our total advertising spend. We believe we are among the top billboard advertisers in the restaurant industry. Our use of broadcast media has increased as we look to build market awareness for local visits with two flights of broadcast media each year during our key seasonal periods. Each flight includes national cable television and spot radio (in markets covering close to 70% of our stores). We continue to increase our efforts in the digital space to drive preference and engagement with the brand. We now have properties on multiple social media sites, including a customer relationship management program, an e-commerce platform and our brand site. Our exclusive music program drives awareness for the brand and builds cultural relevance and affinity with our guests. We continue to have multiple releases each year with specific promotional support for each release. In 2014, we plan to spend approximately 2.2% of our revenues on advertising compared to 2.3% of revenues in 2013. Outdoor advertising is expected to represent approximately 47% of advertising expenditures in 2014.

## STORE DEVELOPMENT

We opened eight new stores in 2013. We also plan to open seven or eight new stores during 2014, none of which was open as of September 20, 2013. As of September 20, 2013, approximately 84% of our stores are located along interstate highways. Our remaining stores are located off-interstate or near tourist destinations. We believe we should pursue development of both interstate locations and off-interstate locations to capitalize on the strength of our brand associated with travelers on the interstate highway system and by locating in certain local markets where our guests live and work.

Of the 624 stores open as of September 20, 2013, we own the land and buildings for 412, while the other 212 properties are either ground leases or ground and building leases. Land costs for stores opened during 2013 averaged \$900 per site if owned. Building, site improvement, furniture, equipment and related development costs for stores opened during 2013 averaged \$2,800. Pre-opening costs were in the range of \$290 to \$360 per store in 2013.

Our current store prototype is approximately 9,000 square feet, including approximately 2,100 square feet of retail selling space, and has dining room seating for 177 guests. Our capital investment in new stores may differ in the future due to building design specifications, site location and site characteristics.

## EMPLOYEES

As of August 2, 2013, we employed approximately 71,000 people, of whom 456 were in advisory and supervisory capacities, 3,701 were in-store management positions and 36 were officers. Many store personnel are employed on a part-time basis. None of our employees is represented by any union, and management considers its employee relations to be good.

## COMPETITION

The restaurant and retail industries are intensely competitive with respect to the type and quality of food, retail merchandise, price, service, location, personnel, concept, attractiveness of facilities and effectiveness of advertising and marketing. We compete with a significant number of national and regional restaurant and retail chains, some of which have greater resources than us, as well as locally owned restaurants and retail stores. The restaurant and retail businesses are often affected by changes in consumer taste and preference; national, regional or local economic conditions; demographic trends; traffic patterns; the type, number and location of competing restaurants and retailers; and consumers' discretionary purchasing power. In addition, factors such as inflation, increased food, labor and benefits costs and the lack of experienced management and hourly employees may adversely affect the restaurant and retail industries in general and our stores in particular.

## RAW MATERIALS SOURCES AND AVAILABILITY

Essential restaurant supplies and raw materials are generally available from several sources. However, in our stores, certain branded items are single source products or product lines. Generally, we are not dependent upon single sources of supplies or raw materials. Our ability to maintain consistent quality throughout our store system depends in part upon our ability to acquire food products and related items from reliable sources. When the supply of certain products is uncertain or prices are expected to rise significantly, we may enter into purchase contracts or purchase bulk quantities for future use.

Adequate alternative sources of supply, as well as the ability to adjust menus if needed, are believed to exist for substantially all of our restaurant products. Our retail supply chain generally involves longer lead-times and, often, more remote sources of product, including the People's Republic of China, and most of our retail product is distributed to our stores through a single distribution center. Although disruption of our retail supply chain could be difficult to overcome, we continuously evaluate the potential for disruptions and ways to mitigate them should they occur.

## ENVIRONMENTAL MATTERS

Federal, state and local environmental laws and regulations have not historically had a significant impact on our operations; however, we cannot predict the effect of possible future environmental legislation or regulations on our operations.

## TRADEMARKS

We deem the various Cracker Barrel trademarks and service marks that we own to be of substantial value. Our policy is to obtain federal registration of trademarks and other intellectual property whenever possible and to pursue vigorously any infringement of our trademarks.

## RESEARCH AND DEVELOPMENT

While research and development is important to us, these expenditures have not been material due to the nature of the restaurant and retail industries.

## SEASONAL ASPECTS

Historically, our profits have been lower in the first and third fiscal quarters and higher in the second and fourth fiscal quarters. We attribute these variations primarily to the Christmas holiday shopping season and the summer vacation and travel season. Our gift shop sales, which are made substantially to our restaurant guests, historically have been highest in our second quarter, which includes the Christmas holiday shopping season. Historically, interstate tourist traffic and the propensity to dine out have been much higher during the summer months, thereby generally contributing to higher profits in the Company's fourth quarter. We also generally open additional new stores throughout the year. Therefore, the results of operations for any interim period cannot be considered indicative of the operating results for an entire year.

## WORKING CAPITAL

In the restaurant industry, substantially all sales are either for cash or third-party credit card. Therefore, like many other restaurant companies, we are able to, and often do operate with negative working capital. Restaurant inventories purchased through our principal food distributor are on terms of net zero days, while other restaurant inventories purchased locally generally are financed through trade credit at terms of 30 days or less. Because of our gift shop, which has a lower product turnover than the restaurant, we carry larger inventories than many other companies in the restaurant industry. Retail inventories are generally financed through trade credit at terms of 60 days or less. These various trade terms are aided by rapid product turnover of the restaurant inventory. Employees generally are paid on weekly or semi-monthly schedules in arrears of hours worked except for bonuses that are paid either quarterly or annually in arrears. Many other operating expenses have normal trade terms and certain expenses, such as certain taxes and some benefits, are deferred for longer periods of time.

## ITEM 1A. RISK FACTORS

*Investing in our securities involves a degree of risk. Persons buying our securities should carefully consider the risks described below and the other information contained in this Annual Report on Form 10-K and other filings that we make from time to time with the SEC, including our consolidated financial statements and accompanying notes. If any of the following risks actually occurs, our business, financial condition, results of operations or cash flows could be materially adversely affected. In any such case, the trading price of our securities could decline and you could lose all or part of your investment.*

**General economic, business and societal conditions as well as those specific to the restaurant or retail industries that are largely out of our control may adversely affect our business, financial condition and results of operations.**

Our business results depend on a number of industry-specific and general economic factors, many of which are beyond our control. These factors include consumer income, interest rates, inflation, consumer credit availability, consumer debt levels, tax rates and policy, unemployment trends and other matters that influence consumer confidence and spending. The full-service dining sector of the restaurant industry and the retail industry are affected by changes in national, regional and local economic conditions, seasonal fluctuation of sales volumes, consumer preferences, including changes in consumer tastes and dietary habits and the level of consumer acceptance of our restaurant concept and retail merchandise, and consumer spending patterns.

Discretionary consumer spending, which is critical to our success, is influenced by general economic conditions and the availability of discretionary income. Global economic factors and a weak economic recovery have reduced consumer confidence and affected consumers' ability or desire to spend disposable income. A deterioration in the economy or other economic conditions affecting disposable consumer income, such as unemployment levels, reduced home values, investment losses, inflation, business conditions, fuel and other energy costs, consumer debt levels, lack of available credit, consumer confidence, interest rates, tax rates and changes in tax laws, may adversely affect our business by reducing overall consumer spending or by causing customers to reduce the frequency with which they shop and dine out or to shift their spending to our competitors or to products sold by us that are less profitable than other product choices, all of which could result in lower revenues, decreases in inventory turnover, greater markdowns on inventory, and a reduction in profitability due to lower margins.

In addition, many of the factors discussed above, along with the current economic environment and the related impact on available credit, may affect us and our suppliers and other business partners, landlords, and customers in an adverse manner, including, but not limited to, reducing access to liquid funds or credit (including through the loss of one or more financial institutions that are a part of our revolving credit facility), increasing the cost of credit, limiting our ability to manage interest rate risk, increasing the risk of bankruptcy of our suppliers, landlords or counterparties to or other financial institutions involved in our credit facility and our derivative and other contracts, increasing the cost of goods to us, and other adverse consequences which we are unable to fully anticipate.

We also cannot predict the effects of actual or threatened armed conflicts or terrorist attacks, efforts to combat terrorism, military action against any foreign state or group located in a foreign state or heightened security requirements on the economy or consumer confidence in the United States. Any of these events could also affect consumer sentiment and confidence that in turn affect consumer spending patterns or result in increased costs for us due to security measures.

Unfavorable changes in the factors described above or in other business and economic conditions affecting our customers could increase our costs, reduce traffic in some or all of our locations or impose practical limits on pricing, any of which could lower our profit margins and have a material adverse effect on our financial condition and results of operations.

There can be no assurance that the economic conditions that have adversely affected the restaurant and retail industries, and the capital, credit and real estate markets generally or us in particular will remain static in 2014, or thereafter, in which case we could experience declines in revenues and profits, and could face capital and liquidity constraints or other business challenges.

***We face intense competition, and if we are unable to continue to compete effectively, our business, financial condition and results of operations would be adversely affected.***

The restaurant and retail industries are intensely competitive, and we face many well-established competitors. We compete within each market with national and regional restaurant and retail chains and locally-owned restaurants and retailers. Competition from other regional or national restaurant and retail chains typically represents the more important competitive influence, principally because of their significant marketing and financial resources. We also face competition as a result of the convergence of grocery, deli, retail and restaurant services, particularly in the supermarket industry. Moreover, our competitors can harm our business even if they are not successful in their own operations by taking away customers or employees through aggressive and costly advertising, promotions or hiring practices. We compete primarily on the quality, variety and perceived value of menu and retail items. The number and location of stores, the growth of e-commerce, type of concept, quality and efficiency of service, attractiveness of facilities and effectiveness of advertising and marketing programs also are important factors. We anticipate that intense competition will continue with respect to all of these factors. We also compete with other restaurant chains and other retail businesses for quality site locations, management and hourly employees, and competitive pressures could affect both the availability and cost of these important resources. If we are unable to continue to compete effectively, our business, financial condition and results of operations would be adversely affected.

**The price and availability of food, ingredients, retail merchandise and utilities used by our stores could adversely affect our revenues and results of operations.**

We are subject to the general risks of inflation, and our operating profit margins and results of operations depend significantly on our ability to anticipate and react to changes in the price, quality and availability of food and other commodities, ingredients, retail merchandise, utilities and other related costs over which we have limited control. Fluctuations in economic conditions, weather, demand and other factors affect the availability, quality and cost of the ingredients and products that we buy. Some climatologists predict that the long-term effects of climate change may result in more severe, volatile weather, which could result in greater volatility in product supply and price. Furthermore, many of the products that we use and their costs are interrelated. The increased global demand for corn, wheat and dairy products has increased feed costs for poultry and livestock. The effect of, introduction of, or changes to tariffs or exchange rates on imported retail products or food products could increase our costs and possibly affect the supply of those products. Our operating margins are also affected, whether as a result of general inflation or otherwise, by fluctuations in the price of utilities such as natural gas and electricity, on which our locations depend for much of their energy supply. Our inability to anticipate and respond effectively to one or more adverse changes in any of these factors could have a significant adverse effect on our results of operations. In addition, because we provide a moderately-priced product, we may not seek to or be able to pass along price increases to our customers sufficient to completely offset cost increases.

***We are dependent upon attracting and retaining qualified employees while also controlling labor costs.***

Our performance is dependent on attracting and retaining a large and growing number of qualified store employees. Availability of staff varies widely from location to location. Many staff members are in entry-level or part-time positions, typically with high rates of turnover. Even though recent trends in employee turnover have been favorable, if store management and staff turnover were to increase, we could suffer higher direct costs associated with recruiting, training and retaining replacement personnel. Management turnover as well as general shortages in the labor pool can cause our stores to be operated with reduced staff, which negatively affects our ability to provide appropriate service levels to our customers. Competition for qualified employees exerts upward pressure on wages paid to attract such personnel, resulting in higher labor costs, together with greater recruiting and training expenses.

Our ability to meet our labor needs while controlling our costs is subject to external factors such as unemployment levels, minimum wage legislation, health care legislation, payroll taxes and changing demographics. Many of our employees are hourly workers whose wages are affected by increases in the federal or state minimum wage or changes to tip credits. Tip credits are the amounts an employer is permitted to assume an employee receives in tips when the employer calculates the employee's hourly wage for minimum wage compliance purposes. Increases in minimum wage levels and changes to the tip credit have been made and continue to be proposed at both federal and state levels. As minimum wage rates increase, we may need to increase not only the wages of our minimum wage employees but also the wages paid to employees at wage rates that are above minimum wage. If competitive pressures or other factors prevent us from offsetting increased labor costs by increases in prices, our profitability may decline.

***Our risks are heightened because of our single retail distribution facility and our potential inability or failure to execute on a comprehensive business continuity plan following a major national disaster at or near our corporate facility could adversely affect our business.***

The majority of our retail inventory is shipped into, stored at and shipped out of a single warehouse located in Lebanon, Tennessee. All of the decorative fixtures used in our stores are shipped into, stored at and shipped out of a separate warehouse that is also located in Lebanon, Tennessee. A natural disaster affecting either of these warehouses could materially adversely affect our business. Additionally, our corporate systems and processes and support for our restaurant and retail operations are centralized on one campus in Tennessee. We have disaster recovery procedures and business continuity plans in place to address most events and back up and offsite locations for recovery of electronic and other forms of data and information. However, if we are unable to implement our disaster recovery and business continuity plans, we may experience delays in recovery of data, failure to support field operations, tardiness in required reporting and compliance and the inability to perform vital corporate functions which could adversely affect our business.

**Our reliance on certain significant vendors, particularly for foreign-sourced retail products, subjects us to numerous risks, including possible interruptions in supply, which could adversely affect our business.**

Our ability to maintain consistent quality throughout our operations depends in part upon our ability to acquire specified food and retail products and supplies in sufficient quantities. Partly because of our size, finding qualified vendors and accessing food, retail products, supplies and certain outsourced services in a timely and efficient manner is a significant challenge that typically is more difficult with respect to goods or services sourced outside the United States. In some cases, we may have only one supplier for a product or service. Our dependence on single-source suppliers subjects us to the possible risks of shortages, interruptions and price fluctuations, and possible litigation when we change vendors because of performance issues. Global economic factors and the weak economic recovery continue to put significant pressure on suppliers, with some suppliers facing financial distress and others attempting to rebuild profitability, all of which tends to make the supply environment more expensive. If any of these vendors is unable to fulfill its obligations, or if we are unable to find replacement suppliers in the event of a supply disruption, we could encounter supply shortages and/or incur higher costs to secure adequate supplies, either of which could materially harm our business.

Additionally, we use a number of products that are or may be manufactured in a number of foreign countries. In addition to the risk presented by the possible long lead times to source these products, our results of operations may be materially affected by risks such as:

- fluctuating currency exchange rates;
- foreign government regulations;
- foreign currency exchange control regulations;
- import/export restrictions and product testing regulations;
- foreign political and economic instability;
- disruptions due to labor stoppages, strikes or slowdowns, or other disruptions, involving our vendors or the transportation and handling industries; and
- tariffs, trade barriers and other trade restrictions by the U.S. government on products or components shipped from foreign sources.

Possible shortages or interruptions in the supply of food items, retail merchandise and other supplies to our stores caused by inclement weather, natural disasters such as droughts, floods and earthquakes, the inability of our vendors to obtain credit in a tightened credit market or other conditions beyond our control could adversely affect the availability, quality and cost of the items we buy and the operations of our stores. Our inability to effectively manage supply chain risk could increase our costs and limit the availability of products that are critical to our store operations. If we temporarily close a store or remove popular items from a store's menu or retail product assortment, that store may experience a significant reduction in revenue during the time affected by the shortage or thereafter as a result of our customers changing their dining and shopping habits.

***Our ability to manage our retail inventory levels and changes in merchandise mix may adversely affect our business.***

The long lead times required for a substantial portion of our retail merchandise and the risk of product damages or non-compliance with required specifications could affect the amount of inventory we have available for sale. Additionally, our success depends on our ability to anticipate and respond in a timely manner to changing consumer demand and preferences for merchandise. If we misjudge the market, we may overstock unpopular products and be forced to take significant markdowns, which could reduce our gross margin. Conversely, if we underestimate demand for our merchandise we may experience inventory shortages resulting in lost revenues. Any of these factors could have an adverse effect on our results of operations and our financial condition.

**Our plans depend significantly on initiatives designed to improve the efficiencies, costs and effectiveness of our operations, and failure to achieve or sustain these plans could adversely affect our results of operations.**

We have had, and expect to continue to have, initiatives in various stages of testing, evaluation and implementation, upon which we expect to rely to improve our results of operations and financial condition. Many of these initiatives are inherently risky and uncertain in their application to our business in general, even when tested successfully on a more limited scale. It is possible that successful testing can result partially from resources and attention that cannot be duplicated in broader implementation. Testing and general implementation also can be affected by other risk factors described herein that reduce the results expected. Successful system-wide implementation across hundreds of stores and involving tens of thousands of employees relies on consistency of training, stability of workforce, ease of execution and the absence of offsetting factors that can adversely influence results. Failure to achieve successful implementation of our initiatives could adversely affect our results of operations.

**Our capital structure contains substantial indebtedness, which may decrease our flexibility, increase our borrowing costs and adversely affect our liquidity. In addition, we cannot provide any guaranty of future cash dividend payments or that we will be able to repurchase our common stock pursuant to our share repurchase program.**

Our consolidated indebtedness and our leverage ratio may have the effect, among other things, of reducing our flexibility to respond to changing business and economic conditions and increasing borrowing costs. There are various financial covenants and other restrictions in our credit facility. If we fail to comply with any of these requirements, the related indebtedness (and other unrelated indebtedness) could become due and payable prior to its stated maturity. A default under our credit agreement may also significantly affect our ability to obtain additional or alternative financing. For example, the lenders' ongoing obligation to extend credit under the revolving credit facility is dependent upon our compliance with these covenants and restrictions.

Our ability to make scheduled principal and interest payments or to refinance our obligations with respect to indebtedness will depend on our operating and financial performance, which, in turn, is subject to prevailing economic conditions and to financial, business and other factors beyond our control. Our inability to refinance our indebtedness when necessary or to do so upon attractive terms would materially and adversely affect our liquidity and our ongoing results of operations.

We have recently increased our quarterly cash dividends on our common stock. Any determination to pay cash dividends on our common stock in the future will be based primarily upon our financial condition, results of operations, business requirements and our Board of Directors' conclusion that the declaration of cash dividends is in the best interest of our shareholders and is in compliance with all laws and agreements applicable to the dividend. Furthermore, although the Board of Directors has authorized a share repurchase program, there can be no assurance that we will repurchase our common stock pursuant to the plan and we may discontinue the plan at any time.

**Our advertising is heavily dependent on billboards, which are highly regulated; our evolving marketing strategy poses a risk of increased advertising and marketing costs that could adversely affect our results of operations.**

Historically, we have relied upon billboards as our principal method of advertising. A number of states in which we operate restrict highway signage and billboards. Because many of our stores are located on the interstate highway system, our business is highly related to highway travel. Thus, signage or billboard restrictions or loss of existing signage or billboards could affect our visibility and ability to attract customers.

Additionally, as we continue to build stores away from our traditional interstate locations and evolve our marketing strategy, we are increasingly utilizing more traditional methods of advertising, such as national cable television, radio and online and digital media. These types of advertising, their effects upon our revenues and, in turn, our profits, are uncertain. Additionally, if our competitors increased their spending on advertising and promotions, we could be forced to substantially increase our advertising, media or marketing expenses. If we did so or if our current advertising and promotion programs become less effective, we could experience a material adverse effect on our results of operations.

**We outsource certain business processes to third-party vendors that subject us to risks, including disruptions in business and increased costs; our use of third party technologies has increased and if we are unable to maintain our rights to these technologies our business may be harmed.**

Some of our business processes are currently outsourced to third parties. Such processes include distribution of food and retail products to our store locations, credit and debit card authorization and processing, gift card tracking and authorization, employee payroll card services, health care and workers' compensation insurance claims processing, wage and related tax credit documentation and approval, guest loyalty programs, employee engagement surveys and externally hosted business software applications. We cannot ensure that all providers of outsourced services are observing proper internal control practices, such as redundant processing facilities, and there are no guarantees that failures will not occur. Failure of third parties to provide adequate services could have an adverse effect on our financial condition and results of operations.

We rely on certain technology licensed from third parties and may be required to license additional technology in the future for use in managing our Internet sites and providing services to our guests and employees. These third-party technology licenses may not continue to be available to us on acceptable terms or at all. The inability to enter into and maintain these technology licenses could adversely affect our business.

***Our business is somewhat seasonal and also can be affected by extreme weather conditions and natural disasters.***

Historically, our highest sales and profits have occurred during the second and fourth quarters, which include the Christmas holiday shopping season and the summer vacation and travel season. Retail sales historically have been seasonally higher between Thanksgiving and Christmas. Therefore, the results of operations for any quarter or period of less than one year cannot be considered indicative of the operating results for an entire year.

Additionally, extreme weather conditions in the areas where our stores are located can adversely affect our business. For example, frequent or unusually heavy snowfall, ice storms, rain storms, floods, droughts or other extreme weather conditions over a prolonged period could make it difficult for our customers to travel to our stores and can disrupt deliveries of food and supplies to our stores and thereby reduce our sales and profitability. Our business is also susceptible to unseasonable weather conditions. For example, extended periods of unseasonably warm temperatures during the winter season or cool weather during the summer season could render a portion of our retail inventory incompatible with those unseasonable conditions. Reduced sales from extreme or prolonged unseasonable weather conditions could adversely affect our business. These risks may be exacerbated in the future as some climatologists predict that the long-term effects of climate change may result in more severe, volatile weather.

In addition, natural disasters such as hurricanes, tornadoes and earthquakes, or a combination of these or other factors, could severely damage or destroy one or more of our stores, warehouses or suppliers located in the affected areas, thereby disrupting our business operations for a more extended period of time.

***If we fail to execute our business strategy, which includes our ability to find new store locations and open new stores that are profitable, our business could suffer.***

Historically, a significant means of achieving our growth objectives has been opening and operating new and profitable stores. This strategy involves numerous risks, and we may not be able to achieve our growth objectives – that is, we may not be able to open all of our planned new stores and the new stores that we open may not be profitable or as profitable as our existing stores. New stores typically experience an adjustment period before sales levels and operating margins normalize, and even sales at successful newly-opened stores generally do not make a significant contribution to profitability in their initial months of operation. The opening of new stores can also have an adverse effect on sales levels at existing stores.

A significant risk in executing our business strategy is locating and securing an adequate supply of suitable new store sites. Competition for suitable store sites and operating personnel in our target markets is intense, and we cannot assure you that we will be able to find sufficient suitable locations, or negotiate suitable purchase or lease terms, for our planned expansion in any future period. The recession and resulting weak economic recovery has affected commercial development activity and has limited the availability of attractive sites for new stores. Delays or failures in opening new stores, or achieving lower than expected sales in new stores, or drawing a greater than expected proportion of sales in new stores from existing stores, could materially adversely affect our business strategy. Our ability to open new stores successfully also depends on numerous other factors, some of which are beyond our control, including, among other items discussed in other risk factors, the following: our ability to control construction and development costs of new stores; our ability to manage the local, state or other regulatory, zoning and licensing processes in a timely manner; our ability to appropriately train employees and staff the stores; consumer acceptance of our stores in new markets; our ability to manage construction delays related to the opening of any facility; and our ability to secure required governmental approvals and permits in a timely manner, or at all.

We cannot assure you that we will be able to respond on a timely basis to all of the changing demands that our store expansion imposes on management and on our existing infrastructure, nor that we will be able to hire or retain the necessary management and operating personnel. Our existing store management systems, financial and management controls and information systems may not be adequate to support our planned expansion. Our ability to manage our growth effectively will require us to continue to enhance these systems, procedures and controls and to locate, hire, train and retain management and operating personnel.

***Individual store locations are affected by local conditions that could change and adversely affect the carrying value of those locations.***

The success of our business depends on the success of individual locations, which in turn depends on stability of or improvements in operating conditions at and around those locations. Our revenues and expenses can be affected significantly by the number and timing of the opening of new stores and the closing, relocating and remodeling of existing stores. We incur substantial pre-opening expenses each time we open a new store and other expenses when we close, relocate or remodel existing stores. The expenses of opening, closing, relocating or remodeling any of our stores may be higher than anticipated. An increase in such expenses could have an adverse effect on our results of operations. Also, as demographic and economic patterns (e.g., highway or roadway traffic patterns, concentrations of general retail or hotel activity, local population densities or increased competition) change, current locations may not continue to be attractive or profitable. Possible declines in neighborhoods where our stores are located or adverse economic conditions in areas surrounding those neighborhoods could result in reduced revenues in those locations. The occurrence of one or more of these events could have a significant adverse effect on our revenues and results of operations as well as the carrying value of our individual locations.

**Health concerns, government regulation relating to the consumption of food products and widespread infectious diseases could affect consumer preferences and could negatively affect our results of operations.**

The sale of food and prepared food products for human consumption involves the risk of injury to our customers. Such injuries may result from tampering by unauthorized third parties, product contamination or spoilage, including the presence of foreign objects, substances, chemicals, other agents, or residues introduced during the growing, storage, handling and transportation phases. Additionally, many of the food items on our menu contain beef and chicken. The preferences of our customers toward beef and chicken could be affected by health concerns about the consumption of beef or chicken or health concerns and publicity concerning food quality, illness and injury generally. In recent years there has been publicity concerning E. coli bacteria, hepatitis A, "mad cow" disease, "foot-and-mouth" disease, salmonella, the bird/avian flu, peanut and other food allergens, and other public health concerns affecting the food supply, including beef, chicken, pork, dairy and eggs. In addition, if a regional or global health pandemic occurs, depending upon its location, duration and severity, our business could be severely affected. In the event a health pandemic occurs, customers might avoid public places, and local, regional or national governments might limit or ban public gatherings to halt or delay the spread of disease. A regional or global health pandemic might also adversely affect our business by disrupting or delaying production and delivery of materials and products in our supply chain and by causing staffing shortages in our stores. In addition, government regulations or the likelihood of government regulation could increase the costs of obtaining or preparing food products. A decrease in guest traffic to our stores, a change in our mix of products sold or an increase in costs as a result of these health concerns either in general or specific to our operations, could result in a decrease in sales or higher costs to our stores that would materially harm our business.

***Failure to maximize or to successfully assert our intellectual property rights could adversely affect our business and results of operations.***

We rely on trademark, trade secret and copyright laws to protect our intellectual property rights. We cannot guarantee that these intellectual property rights will be maximized or that they can be successfully asserted. There is a risk that we will not be able to obtain and perfect our own, or, where appropriate, license intellectual property rights necessary to support new product introductions or other brand extensions. We cannot be sure that these rights, if obtained, will not be invalidated, circumvented or challenged in the future. Our failure to perfect or successfully assert our intellectual property rights could make us less competitive and could have an adverse effect on our business and results of operations.

***Litigation may adversely affect our business, financial condition and results of operations.***

Our business is subject to the risk of litigation by employees, guests, suppliers, shareholders, governmental agencies or others through private actions, class actions, administrative proceedings, regulatory actions or other litigation. These actions and proceedings may involve allegations of illegal, unfair or inconsistent employment practices, including wage and hour violations and employment discrimination; guest discrimination; food safety issues including poor food quality, food-borne illness, food tampering, food contamination, and adverse health effects from consumption of various food products or high-calorie foods (including obesity); other personal injury; trademark and patent infringement; violation of the federal securities laws; or other concerns. The outcome of litigation, particularly class action lawsuits and regulatory actions, is difficult to assess or quantify. Plaintiffs in these types of lawsuits may seek recovery of very large or indeterminate amounts and the magnitude of the potential loss relating to such lawsuits may remain unknown for substantial periods of time. The cost to defend future litigation may be significant. There may also be adverse publicity associated with litigation that could decrease guest or consumer acceptance of our brand, regardless of whether the allegations are valid or we ultimately are found liable. Litigation could adversely impact our operations and our ability to expand our brand in other ways as well. As a result, litigation may adversely affect our business, financial condition and results of operations.

**Unfavorable publicity could harm our business.**

Multi-unit businesses such as ours can be adversely affected by publicity resulting from complaints or litigation alleging poor food quality, poor service, food-borne illness, product defects, personal injury, adverse health effects (including obesity) or other concerns stemming from one or a limited number of our stores. Even when the allegations or complaints are not valid, unfavorable publicity relating to a limited number of our stores, or only to a single store, could adversely affect public perception of the entire brand. Additionally, negative publicity from online social network postings may also result from actual or alleged incidents taking place in our stores. Adverse publicity and its effect on overall consumer perceptions of food safety or customer service could have a material adverse effect on our business, financial condition and results of operations.

**The loss of key executives or difficulties in recruiting and retaining qualified personnel could jeopardize our future growth and success.**

We have assembled a senior management team which has substantial background and experience in the restaurant and retail industries. Our future growth and success depends substantially on the contributions and abilities of our senior management and other key personnel, and we design our compensation programs to attract and retain key personnel and facilitate our ability to develop effective succession plans. If we fail to retain senior management or other key personnel or to attract key personnel, our succession planning and operations could be materially and adversely affected. We must continue to recruit, retain and motivate management and other employees sufficient to maintain our current business and support our projected growth. A loss of key employees or a significant shortage of high quality store employees could jeopardize our ability to meet our business goals.

**We are subject to a number of risks relating to federal, state and local regulation of our business, including the areas of health care reform and environmental matters, and an insufficient or ineffective response to government regulation may increase our costs and decrease our profit margins.**

The restaurant industry is subject to extensive federal, state and local laws and regulations, including those relating to food safety, minimum wage and other labor issues including unionization, health care, menu labeling and building and zoning requirements and those relating to the preparation and sale of food as well as certain retail products. The development and operation of our stores depend to a significant extent on the selection and acquisition of suitable sites, which are subject to zoning, land use, environmental, traffic and other regulations and requirements. We are also subject to licensing and regulation by state and local authorities relating to health, sanitation, safety and fire standards, federal and state laws governing our relationships with employees (including the Fair Labor Standards Act of 1938, the Immigration Reform and Control Act of 1986, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010 and applicable requirements concerning minimum wage, overtime, healthcare coverage, family leave, medical privacy, tip credits, working conditions, safety standards and immigration status), federal and state laws which prohibit discrimination and other laws regulating the design and operation of facilities, such as the Americans With Disabilities Act of 1990. In addition, we are subject to a variety of federal, state and local laws and regulations relating to the use, storage, discharge, emission and disposal of hazardous materials. We also face risks from new and changing laws and regulations relating to gift cards, nutritional content, nutritional labeling, product safety and menu labeling. Compliance with these laws and regulations can be costly and can increase our exposure to litigation or governmental investigations or proceedings.

In March 2010, the Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010 was enacted and, in June 2012, the U.S. Supreme Court upheld the constitutionality of the law except for certain parts related to the expansion of Medicaid. Although we cannot predict with certainty the financial and operational impacts the law will have on us, such changes could affect our business, financial condition and results of operations. The law requires restaurant companies such as ours to disclose calorie information on their menus. We do not expect to incur any material costs from compliance with this provision of the law, but cannot anticipate the changes in guest behavior that could result from the implementation of this provision, which could have an adverse effect on our sales or results of operations.

There also has been increasing focus by U.S. and overseas governmental authorities on environmental matters, such as climate change, the reduction of greenhouse gases and water consumption. This increased focus may lead to new initiatives directed at regulating an as yet unspecified array of environmental matters, such as the emission of greenhouse gases, where “cap and trade” initiatives could effectively impose a tax on carbon emissions. Legislative, regulatory or other efforts to combat climate change or other environmental concerns could result in future increases in taxes, the cost of raw materials, transportation and utilities, which could decrease our operating profits and necessitate future investments in facilities and equipment.

The impact of current laws and regulations, the effect of future changes in laws or regulations that impose additional requirements and the consequences of litigation relating to current or future laws and regulations could increase our compliance and other costs of doing business and therefore have an adverse effect on our results of operations. Failure to comply with the laws and regulatory requirements of federal, state and local authorities could result in, among other things, revocation of required licenses, administrative enforcement actions, fines and civil and criminal liability. Compliance with these laws and regulations can be costly and can increase our exposure to litigation or governmental investigations or proceedings. Also, the failure to obtain and maintain required licenses, permits and approvals could adversely affect our operating results. Typically, licenses must be renewed annually and may be revoked, suspended or denied renewal for cause at any time if governmental authorities determine that our conduct violates applicable regulations, which could adversely affect our business and results of operations.

***Our current insurance programs may expose us to unexpected costs, which could have a material adverse effect on our financial condition and results of operations.***

Our insurance coverage is structured to include deductibles, self-insured retentions, limits of liability, retroactive premium adjustments and similar provisions that we believe prudent based on the dispersion of our operations. However, there are types of losses we may incur against which we cannot be insured or which we believe are not economically reasonable to insure, such as losses due to acts of terrorism and some natural disasters, including floods. If we incur such losses, our business could suffer. In addition, we self-insure a significant portion of expected losses under our workers’ compensation, general liability and group health insurance programs. Unanticipated changes in the actuarial assumptions and management estimates underlying our reserves for these losses, including unexpected increases in medical and indemnity costs, could result in materially different amounts of expense than expected under these programs.

***A material disruption in our information technology, network infrastructure and telecommunication systems could adversely affect our business and results of operations.***

We rely extensively on our information technology across our operations, including, but not limited to, point of sales processing, supply chain management, retail merchandise allocation and distribution, labor productivity and expense management. Our business depends significantly on the reliability and capacity of our information technology systems to process these transactions, summarize results, manage and report on our business and our supply chain. Our information technology systems are subject to damage or interruption from power outages, computer, network, cable system, internet and telecommunications failures, computer viruses, security breaches, catastrophic events such as fires, floods, earthquakes, tornadoes, hurricanes, acts of war or terrorism, and usage errors by our employees. If our information technology and telecommunication systems are damaged or cease to function properly, we may have to make a significant investment to repair or replace them, and we could suffer loss of critical data and interruptions or delays in our operations in the interim. Any material interruption in our information technology and telecommunication systems could adversely affect our business or results of operations.

**A privacy breach could adversely affect our business.**

The protection of customer, employee and company data is critical to us. We are subject to laws relating to information security, privacy, cashless payments, consumer credit, and fraud. Additionally, an increasing number of government and industry groups have established laws and standards for the protection of personal and health information. The regulatory environment surrounding information security and privacy is increasingly demanding, with the frequent imposition of new and constantly changing requirements. Compliance with these requirements may result in cost increases due to necessary systems changes and the development of new administrative processes. In addition, customers and employees have a high expectation that we will adequately protect their personal information. For example, in connection with credit and debit card sales, we transmit confidential card information. Third parties may have the technology or know-how to breach the security of this customer information, and our security measures and those of our technology vendors may not effectively prohibit others from obtaining improper access to this information. If we fail to comply with the laws and regulations regarding privacy and security or experience a security breach, we could be exposed to risks of data loss, fines, a loss of the ability to process credit and debit card payments, litigation and serious disruption of our operations. Additionally, any resulting negative publicity could significantly harm our reputation.

***Our reported results can be affected adversely and unexpectedly by the implementation of new, or changes in the interpretation of existing, accounting principles or financial reporting requirements.***

Our financial reporting complies with the *United States generally accepted accounting principles* (“GAAP”), and GAAP is subject to change over time. If new rules or interpretations of existing rules require us to change our financial reporting (including the proposed lease accounting changes and the adoption of international financial reporting standards in the United States), our reported results of operations and financial condition could be affected substantially, including requirements to restate historical financial reporting.

***Failure of our internal control over financial reporting could adversely affect our business and financial results.***

Our management is responsible for establishing and maintaining effective internal control over financial reporting. Internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of financial reporting for external purposes in accordance with GAAP. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that we would prevent or detect a misstatement of our financial statements or fraud. Any failure to maintain an effective system of internal control over financial reporting could limit our ability to report our financial results accurately and timely or to detect and prevent fraud. The identification of a material weakness could indicate a lack of controls adequate to generate accurate financial statements that, in turn, could cause a loss of investor confidence and decline in the market price of our common stock. We cannot assure you that we will be able to timely remediate any material weaknesses that may be identified in future periods or maintain all of the controls necessary for continued compliance. Likewise, we cannot assure you that we will be able to retain sufficient skilled finance and accounting personnel, especially in light of the increased demand for such personnel among publicly traded companies.

***Our annual and quarterly operating results may fluctuate significantly and could fall below the expectations of investors and securities analysts due to a number of factors, some of which are beyond our control, resulting either in volatility or a decline in the price of our securities.***

Our business is not static – it changes periodically as a result of many factors, including those discussed above and:

- increases and decreases in average weekly sales, restaurant and retail sales and restaurant profitability;
- the rate at which we open new stores, the timing of new store openings and the related high initial operating costs;
- changes in advertising and promotional activities and expansion into new markets; and impairment of long-lived assets and any loss on store closures.

Our quarterly operating results and restaurant and retail sales may fluctuate as a result of any of these or other factors. Accordingly, results for any one quarter are not necessarily indicative of results to be expected for any other quarter or for any year, and restaurant and retail sales for any particular future period may decrease. In the future, operating results may fall below the expectations of securities analysts and investors. In that event, the price of our securities could fluctuate dramatically over time or could decrease generally.

***Our business could be negatively affected as a result of a proxy fight and the actions of activist shareholders.***

We recently received a notice from The Lion Fund II, L.P., an affiliate of Biglari Holdings Inc. (“BH”), the owner of Steak N Shake and Western Sizzlin’ restaurants, that indicates its intention to nominate Sardar Biglari, BH’s chairman and chief executive officer, and Phillip Cooley, BH’s Vice Chairman, for election to our board of directors at our 2013 annual meeting of shareholders. If a proxy contest involving BH and its affiliates ensues, or if we become engaged in a proxy contest with another activist shareholder in the future, our business could be adversely affected because:

- responding to proxy contests and other actions by activist shareholders can disrupt our operations, be costly and time-consuming, and divert the attention of our management and employees;
- perceived uncertainties as to our future direction may result in the loss of potential business opportunities, and may make it more difficult to attract and retain qualified personnel and business partners; and
- if individuals are elected to our board of directors to pursue an activist shareholder’s particular agenda, it may adversely affect our ability to effectively implement our business strategy and create additional value for our shareholders.

***Provisions in our charter, Tennessee law and our shareholder rights plan may discourage potential acquirers of the Company.***

Our charter documents contain provisions that may have the effect of making it more difficult for a third party to acquire or attempt to acquire control of the Company. In addition, we are subject to certain provisions of Tennessee law that limit, in some cases, our ability to engage in certain business combinations with significant shareholders. In addition, we have adopted a shareholder rights plan, which provides, among other things, that when specified events occur, our shareholders will be entitled to purchase from us shares of junior preferred stock. The shareholder rights plan will expire on April 9, 2015. The preferred stock purchase rights are triggered ten days after the date of a public announcement that a person or group acting in concert has acquired, or obtained the right to acquire, beneficial ownership of 20% or more of our outstanding common stock. The preferred stock purchase rights would cause dilution to a person or group that attempts to acquire the Company on terms that do not satisfy the requirements of a qualifying offer under the shareholder rights plan or are otherwise not approved by our Board of Directors.

These provisions, either alone or in combination with each other, give our current directors and executive officers a substantial ability to influence the outcome of a proposed acquisition of the Company. These provisions would apply even if an acquisition or other significant corporate transaction was considered beneficial by some of our shareholders. If a change in control or change in management is delayed or prevented by these provisions, the market price of our securities could decline.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

Our home office headquarters and warehouse facilities are located on approximately 90 acres of land owned by the Company in Lebanon, Tennessee. We utilize approximately 250,000 square feet of office space for our home office headquarters and decorative fixtures warehouse. We also lease our retail distribution center, which consists of approximately 370,000 square feet of warehouse facilities and an additional approximately 14,000 square feet of office and maintenance space.

In addition to the various corporate facilities, we have six owned properties for future development, a motel used for housing management trainees and for the general public, and six parcels of excess real property and improvements that we intend to dispose of.

In addition to the properties mentioned above, we own or lease the following store properties as of September 20, 2013:

<u>State</u>	<u>Owned</u>	<u>Leased</u>	<u>State</u>	<u>Owned</u>	<u>Leased</u>
Tennessee	37	14	Oklahoma	6	2
Florida	40	18	Maryland	3	4
Texas	31	16	New Jersey	2	4
Georgia	30	14	Wisconsin	5	0
North Carolina	24	14	Colorado	3	1
Kentucky	22	13	Kansas	3	1
Ohio	22	9	Massachusetts	0	4
Virginia	19	12	New Mexico	3	1
Alabama	20	9	Utah	4	0
Indiana	22	7	Iowa	3	0
South Carolina	14	12	Connecticut	1	1
Pennsylvania	9	14	Montana	2	0
Illinois	20	2	Nebraska	1	1
Missouri	14	3	Delaware	0	1
Michigan	13	3	Idaho	1	0
Arizona	2	11	Maine	0	1
Arkansas	5	6	Minnesota	1	0
Mississippi	8	3	New Hampshire	1	0
Louisiana	8	2	North Dakota	1	0
West Virginia	3	7	Rhode Island	0	1
New York	8	1	South Dakota	1	0
		Total		412	212

We believe that our properties are suitable, adequate, well-maintained and sufficient for the operations contemplated. See "Operations" and "Store Development" in Item I of this Annual Report on Form 10-K for additional information on our properties.

### ITEM 3. LEGAL PROCEEDINGS

On January 31, 2013, Kraft Foods Group Brands, LLC ("Kraft") filed suit against the Company and the Company's wholly owned subsidiary CBOCS Properties, Inc. ("CBOCS") in the Northern District of Illinois, Eastern Division (the "District Court"), in the case styled Kraft Foods Group Brands, LLC v. Cracker Barrel Old Country Store, Inc., CBOCS Properties, Inc., and John Does 1-10, Docket No. 1:13-cv-00780, seeking declaratory and injunctive relief. Kraft's complaint alleges that Kraft markets cheese in grocery stores under the trademark CRACKER BARREL (the "Kraft Mark"). Citing the Company's announcement of its entry into a multi-year licensing agreement with John Morrell Food Group, Kraft is seeking a declaratory judgment based upon the allegation that CBOCS's use and/or licensing use of CRACKER BARREL OLD COUNTRY STORES (the "CBOCS Mark") in connection with goods sold in retail food channels is likely to cause confusion among consumers regarding the source or sponsorship of those products. Further, Kraft is seeking a declaratory judgment based upon the allegation that CBOCS's use or licensing of the CBOCS Mark constitutes unfair competition under federal and Illinois law. In addition to declaratory relief, Kraft is seeking an injunction prohibiting CBOCS from using or licensing the CBOCS Mark through any trade channels other than the Company's stores or website. An evidentiary hearing was held on Kraft's preliminary injunction motion in June 2013. The District Court granted Kraft's motion for preliminary injunction and prohibited the use of the CBOCS Mark in connection with prospective sales or distribution of branded food products in certain retail locations. The District Court did not restrict use of the CBOCS Mark in distribution channels in which the Company and/or CBOCS has sold and promoted products previously. The Company and CBOCS disagree with and are appealing the District Court's ruling, and we continue to believe that there are numerous meritorious defenses to Kraft's claims and intend to defend this lawsuit vigorously.

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In addition to the matter described above, the Company and its subsidiaries are party to various other legal and regulatory proceedings and claims incidental to their business in the ordinary course. In the opinion of management, based upon information currently available, the ultimate liability with respect to these other proceedings and claims will not materially affect the Company's consolidated results of operations or financial position.

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 our executive officers:

<u>Name</u>	<u>Age</u>	<u>Position with the Company</u>
Sandra B. Cochran	55	President and Chief Executive Officer
Lawrence E. Hyatt	58	Senior Vice President and Chief Financial Officer
Douglas E. Barber	56	Executive Vice President and Chief People Officer
Christopher A. Ciavarra	42	Senior Vice President, Marketing
Laura A. Daily	49	Senior Vice President, Retail
Nicholas V. Flanagan	47	Senior Vice President, Operations
Edward A. Greene	58	Senior Vice President, Strategic Initiatives
P. Douglas Couvillion	49	Vice President, Corporate Controller and Principal Accounting Officer
Michael J. Zylstra	47	Vice President, General Counsel and Secretary

The following information summarizes the business experience of each of our executive officers for at least the past five years:

Ms. Cochran has been employed with us in various capacities since 2009. Ms. Cochran served as our Executive Vice President and Chief Financial Officer from April 2009 to November 2010, and as President and Chief Operating Officer from November 2010 until September 2011 when she assumed her current position. In September 2011, she also became a member of our Board of Directors. Prior to March 2009, she was the Chief Executive Officer of Books-A-Million, Inc., having assumed that role in 2004 after serving in various capacities there since 1992. Ms. Cochran has 20 years of experience in the retail industry and four years of experience in the restaurant industry.

Mr. Hyatt has been employed with us as Senior Vice President and Chief Financial Officer since January 2011. He has over 20 years of experience as Chief Financial Officer with various organizations. Prior to January 2011, he was the Chief Financial Officer and Treasurer of O'Charley's Inc., having assumed that role in 2004. He also served as Interim President and Chief Executive Officer of O'Charley's Inc. from February 2009 through June 2009. Mr. Hyatt's previous positions include serving as Executive Vice President and Chief Financial Officer of Cole National Corporation, a specialty retailer; as Chief Financial and Restructuring Officer of PSINet, Inc., an internet service provider; as Chief Financial Officer of HMS Host Corporation, a subsidiary of Autogrill S.p.A.; and as Chief Financial Officer of Sodexo Marriott Services, Inc., a food services and facilities management company, and its predecessor company. Mr. Hyatt has 11 years of experience in the restaurant industry and five years of experience in the retail industry.

Mr. Barber has been employed with us since 2003. From 2003 to 2010, he served in various capacities, including Senior Vice President of Restaurant Operations and Chief Operating Officer. He assumed his current position in 2010. Prior to 2003, he was with Metromedia Family Steakhouse, a division of Metromedia Restaurant Group, Inc., in various capacities since 1979 where he served as President from 1995 to 2003. Mr. Barber has 34 years of experience in the restaurant industry. In August 2013, Mr. Barber announced his retirement effective in January 2014.

Mr. Ciavarra has been employed with us since 2008. He assumed his current position in 2010. Prior to 2008, he was the Director of Marketing for Aramark Corporation from 2005 to 2008. In addition, he was a consultant for us from 2001 to 2005. Mr. Ciavarra has over 13 years of experience in the restaurant industry and over eight years of experience in the retail industry.

Ms. Daily has been employed with us as Senior Vice President of Retail since May 2012. Prior to May 2012, she served as Vice President for Ballard Designs, an Internet and catalog home furnishings retailer that is part of HSN, Inc., where she was in charge of all merchandising and trends for the company. Ms. Daily's previous positions prior to joining Ballard Designs in 1997 included merchandising, planning and store operations positions with Spiegel, Inc. and Carson Pirie Scott. She has over 20 years of experience as a merchant with a number of retail organizations.

Mr. Flanagan has been employed with us since 2004. From 2004 to 2010, he served in various capacities including Vice President of Restaurant Operations. He assumed his current position in November 2010. Prior to 2004, he was a 15-year veteran of S&A Restaurant Corporation where he served in several leadership roles. Mr. Flanagan has over 24 years of experience in the restaurant industry.

Mr. Greene has been employed with us in his current capacity since October 2005. From August 1996 to October 2005, he worked for Restaurant Services, Inc., the independent purchasing cooperative which provided supply chain management services for Burger King Corporation and its franchisees, serving most recently as its Vice President, Food and Packaging Purchasing. Mr. Greene began his career with The Pillsbury Company and has over 35 years of combined experience in the restaurant and food processing industries.

Mr. Couvillion has been employed with us since 2001 in various capacities including Vice President of Finance. He assumed his current position in July 2011. Prior to 2001, he was with Landry's Restaurants, Inc. since 1993 where he served in various capacities including Controller and Director of Finance. Mr. Couvillion began his career in public accounting with Touche Ross & Co. and has 19 years of experience in the restaurant industry and 12 years of experience in the retail industry.

Mr. Zylstra has been employed with us in various capacities since 1992. He assumed his present position in January 2012 after serving as Vice President, Associate General Counsel and Assistant Corporate Secretary since 1999. Mr. Zylstra has 22 years of experience in the restaurant and retail industry, all with Cracker Barrel Old Country Store, Inc.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the NASDAQ Global Select Market ("Nasdaq") under the symbol "CBRL." There were 8,851 shareholders of record as of September 20, 2013.

The following table indicates the high and low sales prices of our common stock, as reported by Nasdaq, and dividends declared and paid for the quarters indicated.

	Fiscal Year 2013				Fiscal Year 2012				Dividends Paid	
	Prices		Dividends Declared	Dividends Paid	Prices		Dividends Declared			
	High	Low			High	Low				
First	\$ 69.30	\$ 62.06	\$ 0.50	\$ 0.40	\$ 45.80	\$ 37.31	\$ 0.25	\$ 0.22		
Second	65.94	60.07	0.50	0.50	53.77	41.08	0.25	0.25		
Third	84.41	64.53	0.50	0.50	59.90	52.02	0.65	0.25		
Fourth	102.95	83.02	0.75	0.50	64.33	56.26	--	0.25		

See Note 5 to Consolidated Financial Statements with respect to dividend restrictions.

See the table labeled "Equity Compensation Plan Information" to be contained in the 2013 Proxy Statement, incorporated by reference in Part III, Item 12 of this Annual Report on Form 10-K.

Part III, Item 12 of this Annual Report on Form 10-K is incorporated herein by this reference.

### Unregistered Sales of Equity Securities

There were no equity securities sold by the Company during the period covered by this Annual Report on Form 10-K that were not registered under the Securities Act of 1933, as amended.

### Issuer Purchases of Equity Securities

On September 19, 2012, our Board of Directors approved the repurchase of up to \$100,000 of our common stock. We did not repurchase any of our common stock in the fourth quarter ended August 2, 2013. On September 25, 2013, our Board of Directors approved the repurchase of up to \$50,000 of our common stock, with such authorization to expire on September 25, 2014, to the extent it remains unused.

### ITEM 6. SELECTED FINANCIAL DATA

	<i>(Dollars in thousands except percentages and share data)</i>				
	<i>For each of the fiscal years ended</i>				
	August 2, 2013(a)	August 3, 2012(b)	July 29, 2011(c)	July 30, 2010(d)	July 31, 2009(e)(f)
<b>Selected Income Statement Data:</b>					
Total revenue	\$ 2,644,630	\$ 2,580,195	\$ 2,434,435	\$ 2,404,515	\$ 2,367,285
Income from continuing operations	117,265	103,081	85,208	85,258	65,957
Net income	117,265	103,081	85,208	85,258	65,926
Net income and income from continuing operations per share:					
Basic	4.95	4.47	3.70	3.71	2.94
Diluted	4.90	4.40	3.61	3.62	2.89
Dividends declared per share	2.25	1.15	0.88	0.80	0.80
Dividends paid per share	1.90	0.97	0.86	0.80	0.78
<b>As Percent of Total Revenue:</b>					
Cost of goods sold	32.3%	32.1%	31.7%	31.0%	32.3%
Labor and related expenses	36.5	36.8	37.1	37.8	38.7
Other store operating expenses	18.2	18.0	18.6	18.2	17.8
Store operating income	13.0	13.1	12.6	13.0	11.2
General and administrative expenses	5.4	5.7	5.7	6.1	5.1
Impairment and store dispositions, net	--	--	--	0.1	0.1
Operating income	7.6	7.4	6.9	6.8	6.0
Income before income taxes	6.3	5.7	4.8	4.8	3.8
<b>Selected Balance Sheet Data:</b>					
Working capital (deficit)	\$ (13,873)	\$ 18,249	\$ (21,188)	\$ (73,289)	\$ (66,637)
Total assets	1,388,306	1,418,992	1,310,884	1,292,067	1,245,181
Current interest rate swap liability	--	20,215	--	--	--
Long-term debt	400,000	525,036	550,143	573,744	638,040
Long-term interest rate swap liability	11,644	14,166	51,604	66,281	61,232
Other long-term obligations	120,073	114,897	105,661	93,822	89,670
Shareholders' equity	484,026	382,675	268,034	191,617	135,622
<b>Selected Cash Flow Data:</b>					
Purchase of property and equipment, net	\$ 73,961	\$ 80,170	\$ 77,686	\$ 69,891	\$ 67,842
Share repurchases	3,570	14,923	33,563	62,487	--
<b>Selected Other Data:</b>					
Common shares outstanding at end of year	23,795,327	23,473,024	22,840,974	22,732,781	22,722,685
Stores open at end of year	624	616	603	593	588
<b>Average Unit Volumes(g):</b>					
Restaurant	\$ 3,390	\$ 3,369	\$ 3,234	\$ 3,226	\$ 3,209
Retail	869	863	837	832	841
<b>Comparable Store Sales(h):</b>					
Period to period increase (decrease) in comparable store sales:					
Restaurant	3.1%	2.2%	0.2%	0.8%	(1.7)%
Retail	2.9	1.6	0.7	(0.9)	(5.9)
Memo: Number of stores in comparable base	596	591	583	569	550



- (a) We incurred \$4,111 in costs related to the November 2012 proxy contest, which are included in general and administrative expenses.
- (b) Fiscal 2012 consisted of 53 weeks while all other periods presented consisted of 52 weeks. The estimated impact of the additional week was to increase consolidated fiscal 2012 results as follows: total revenue, \$51,059; store operating income, 0.2% of total revenue (\$11,093); operating income, 0.2% of total revenue (\$9,723); net income, 0.2% of total revenue (\$6,280); and diluted net income per share, \$0.27. As part of our restructuring of our field organization in April 2012, we incurred severance charges of \$1,660, which are included in general and administrative expenses. We also incurred \$5,203 in costs related to the December 2011 proxy contest, which are also included in general and administrative expenses.
- (c) Includes impairment charges of \$3,219 before taxes and pre-tax gains on store dispositions of \$4,109. Our debt refinancing in the fourth quarter of fiscal 2011 resulted in additional interest expense of \$5,136 related to transaction fees and the write-off of deferred financing costs. During the fourth quarter of fiscal 2011, as part of our cost reduction and organization streamlining initiative, we incurred severance charges of \$1,768, which are included in general and administrative expenses. We also incurred \$404 in costs related to the December 2011 proxy contest, which are also included in general and administrative expenses.
- (d) Includes impairment charges of \$2,672 before taxes.
- (e) Includes impairment charges of \$2,088 before taxes. We completed sale-leaseback transactions involving 15 of our stores and our retail distribution center in the fourth quarter of fiscal 2009 (see Note 10 to the Consolidated Financial Statements). Net proceeds from the sale-leaseback transactions together with excess cash flow from operations were used to pay down \$142,759 of long-term debt.
- (f) Certain expenses and proceeds related to the divestiture of Logan's Roadhouse, Inc. are reported in discontinued operations in fiscal 2009.
- (g) Average unit volumes include sales of all stores. Fiscal 2012 includes a 53<sup>rd</sup> week while all other periods presented consist of 52 weeks.
- (h) Comparable store sales consist of sales of stores open at least six full quarters at the beginning of the year; and are measured on comparable calendar weeks.

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

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") provides information which management believes is relevant to an assessment and understanding of our consolidated results of operations and financial condition. MD&A should be read in conjunction with the Consolidated Financial Statements and notes thereto. Readers also should carefully review the information presented under the section entitled "Risk Factors" and other cautionary statements in this report. All dollar amounts (other than per share amounts) reported or discussed in this MD&A are shown in thousands. References in MD&A to a year or quarter are to our fiscal year or quarter unless expressly noted or the context clearly indicates otherwise.

This overview summarizes the MD&A, which includes the following sections:

- Executive Overview – a general description of our business, the restaurant and retail industries, our key performance indicators and the Company's performance in 2013.
- Results of Operations – an analysis of our consolidated statements of income for the three years presented in our Consolidated Financial Statements.
- Liquidity and Capital Resources – an analysis of our primary sources of liquidity, capital expenditures and material commitments.
- Critical Accounting Estimates – a discussion of accounting policies that require critical judgments and estimates.

## EXECUTIVE OVERVIEW

Cracker Barrel Old Country Store, Inc. (the "Company," "our" or "we") is a publicly traded (Nasdaq: CBRL) company that, through its operations and those of certain subsidiaries, is engaged in the operation and development of the Cracker Barrel Old Country Store® ("Cracker Barrel") concept. Each Cracker Barrel store consists of a restaurant with a gift shop. The restaurants serve breakfast, lunch and dinner. The gift shop area offers a variety of decorative and functional items specializing in rocking chairs, holiday gifts, toys, apparel and foods. As of September 20, 2013, the Company operated 624 Cracker Barrel stores located in 42 states.

### Restaurant and Retail Industries

Our stores operate in both the restaurant and retail industries in the United States. The restaurant and retail industries are highly competitive with respect to quality, variety and price of the food products and retail merchandise offered. We compete with a significant number of national and regional restaurant and retail chains. Additionally, there are many segments within the restaurant industry, such as family dining, casual dining, fast casual and quick service, which often overlap and provide competition for widely diverse restaurant concepts. We operate in the full-service segment of the restaurant industry. Competition also exists in securing prime real estate locations for new stores, in hiring qualified employees, in advertising, in the attractiveness of facilities and with competitors having similar menu offerings or convenience. The restaurant and retail industries are often affected by changes in consumer taste and preference; national, regional or local economic conditions; demographic trends; traffic patterns; the type, number and location of competing restaurants and retailers; and consumers' discretionary purchasing power.

Additionally, economic, seasonal and weather conditions affect the restaurant and retail industries. Adverse economic conditions and unemployment rates affect consumer discretionary income and dining and shopping habits. Historically, interstate tourist traffic and the propensity to dine out have been much higher during the summer months, thereby contributing to higher profits in our fourth quarter. Retail sales, which are made substantially to our restaurant guests, are strongest in the second quarter, which includes the Christmas holiday shopping season. Severe weather also affects restaurant and retail sales adversely from time to time.

### Key Performance Indicators

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

Comparable store restaurant sales and restaurant guest traffic consist of sales and calculated number of guests, respectively, of stores open at least six full quarters at the beginning of the year and are measured on comparable calendar weeks. This measure excludes the impact of new store openings.

Percentage of retail sales to total sales indicates the relative proportion of spending by guests on retail product at our stores and helps identify overall effectiveness of our retail operations. Management uses this measure to analyze a store's ability to convert restaurant traffic into retail sales since we believe that the substantial majority of our retail customers are also guests in our restaurants.

Average check per guest is an indicator which management uses to analyze the dollars spent per guest in our stores on restaurant purchases. This measure aids management in identifying trends in guest preferences as well as the effectiveness of menu price increases and other menu changes.

Store operating margins are defined as total revenue less cost of goods sold, labor and other related expenses and other store operating expenses, all as a percentage of total revenue. Management uses this indicator as a primary measure of operating profitability.

## Company Performance in 2013

Management believes that the Cracker Barrel brand remains one of the strongest and most differentiated brands in the restaurant industry. During 2013, we focused on six key business priorities which were based on our previously announced long-term strategy to Enhance the Core Business, Expand the Footprint of Cracker Barrel Old Country Store and Extend the Brand beyond the four walls of our stores. We believe the successful implementation of these six priorities resulted in revenue growth during the year, positive comparable store restaurant and retail sales for the year with both comparable store traffic and sales out-performing the Knapp-Track™ Index for the year and higher profit as compared to the prior year.

Our six priorities for 2013 were as follows:

- 1) **Refresh select menu categories that will reinforce our value and provide healthier options to our guests.** Having analyzed our marketplace, guests' feedback and brand positioning, we focused our menu initiatives on satisfying our guests' needs for affordable options, healthier items and customizable choices. As part of our fall and holiday promotions, we introduced new sides to meet guests' preferences for lighter and healthier options to customize their meals. These sides later transitioned to our core menu. During the spring, we reinforced the affordability of our menu by refreshing and highlighting our Country Dinner Plates, which include over 10 entrée choices at a \$7.69 price point. Seasonal promotions included limited time offerings of additional entrée choices. Throughout the year, we tested a new category for our menu, Wholesome Fixin's®. The category will provide flavorful and fresh meals with under 600 calories. We introduced Wholesome Fixin's in the first quarter of 2014.
- 2) **Grow retail sales with unique merchandise.** Further defining the distinctive Cracker Barrel experience, we focused on merchandising our stores with unique and nostalgic items. We developed collections with broad generational appeal and unique product assortments, such as our horse-theme merchandise and our American Pride assortment. One of our strongest categories, women's apparel and accessories, continued to see growth throughout the year.
- 3) **Build on the successful "Handcrafted by Cracker Barrel" advertising campaign.** During the first quarter of 2013, we refreshed our billboards to our Handcrafted by Cracker Barrel advertising theme. Many of the billboards highlight our made-from-scratch cooking with slogans like "Homemade Doesn't Cost Extra" and "Fresh Meals. Friendly Prices." Other billboards highlighted our brand's value and affordability. Of our 1,600 billboards, approximately 300 display sharp price-point messaging around our \$5.99 Daily Lunch Specials or \$7.69 Country Dinner Plates. In addition, we continued with our Handcrafted by Cracker Barrel media advertising and maintained the approach that we adopted in 2012, using national cable to drive brand awareness and spot radio to deliver product news during our busy holiday and summer seasons. We updated the radio spots with current menu and product offerings and ran new TV commercials during the summer campaign.
- 4) **Invest in and leverage technology and equipment to support operations and reduce costs.** In our ongoing effort to improve operations, we focused on initiatives to lower expenses and improve the guest experience. During the first quarter of 2013, we increased productivity in our stores with improved hourly labor scheduling that not only reduced costs but we believe allowed our store managers to spend more time interacting with guests. During the second quarter of 2013, we implemented a new merchandise planning system that provides greater visibility to manage the products in our retail stores. During the third quarter of 2013, we rolled out the second phase of our production planning tool for store managers, which helped further reduce food waste. Also, during the third and fourth quarters of 2013, we invested in new equipment at our stores to better hold and prepare fresh ingredients, an important component for our menu expansion with Wholesome Fixin's®.

- 5) **Continued focus on shareholder return.** We returned capital to our shareholders directly through quarterly dividend payments. During the fourth quarter of 2013, we declared a dividend increase to \$0.75 which was paid in the first quarter of 2014. This increase marked the third increase since November 2011 and represented a tripling of our quarterly dividend over that time period. During 2013, we repaid \$125,000 in long term debt, opened eight new stores, and reinvested approximately \$74,000 in the Company through capital expenditures.
  
- 6) **Expand the brand through e-commerce and licensing.** Throughout the year, we also engaged with our guests through multiple website and digital promotions. Also, during the year, we announced a multi-year licensing agreement with John Morrell Food Group, a subsidiary of Smithfield Foods. We look forward to the future potential of this partnership. See "Item 3. Legal Proceedings" of Part I of this Annual Report on Form 10-K for information related to a lawsuit filed against the Company regarding this initiative.

## RESULTS OF OPERATIONS

The following table highlights operating results over the past three years:

	Relationship to Total Revenue			Period to Period Increase (Decrease)	
	2013	2012*	2011	2013 vs 2012	2012 vs 2011
Total revenue	100.0%	100.0%	100.0%	3%	6%
Cost of goods sold	32.3	32.1	31.7	3	7
Gross profit	67.7	67.9	68.3	2	5
Labor and other related expenses	36.5	36.8	37.1	1	5
Other store operating expenses	18.2	18.0	18.6	4	3
Store operating income	13.0	13.1	12.6	2	10
General and administrative	5.4	5.7	5.7	(2)	5
Impairment and store dispositions, net	--	--	--	--	(100)
Operating income	7.6	7.4	6.9	6	14
Interest expense	1.3	1.7	2.1	(20)	(13)
Income before income taxes	6.3	5.7	4.8	13	26
Provision for income taxes	1.9	1.7	1.3	12	42
Net income	4.4	4.0	3.5	14	21

\*2012 consists of 53 weeks while the other periods presented consist of 52 weeks.

## Total Revenue

The following table highlights the key components of revenue for the past three years:

	2013	2012	2011
Revenue in dollars: (1)			
Restaurant	\$ 2,104,768	\$ 2,054,127	\$ 1,934,049
Retail	539,862	526,068	500,386
Total revenue	\$ 2,644,630	\$ 2,580,195	\$ 2,434,435
Total revenue percentage increase <sup>(1)</sup>	2.5%	6.0%	1.2%
Total revenue by percentage relationships:			
Restaurant	79.6%	79.6%	79.4%
Retail	20.4%	20.4%	20.6%
Comparable number of stores	596	591	583
Comparable store averages per store: (2)			
Restaurant	\$ 3,409	\$ 3,375	\$ 3,238
Retail	871	861	833
Total	\$ 4,280	\$ 4,236	\$ 4,071
Restaurant average weekly sales <sup>(3)</sup>	\$ 65.2	\$ 63.6	\$ 62.2
Retail average weekly sales <sup>(3)</sup>	16.7	16.3	16.1

(1) 2012 consists of 53 weeks while the other periods presented consist of 52 weeks.

(2) 2012 is calculated on a 53-week basis while the other periods are calculated on a 52-week basis.

(3) Average weekly sales are calculated by dividing net sales by operating weeks and include all stores.

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Total revenue benefited from the opening of 8, 13 and 11 stores in 2013, 2012 and 2011, respectively, partially offset by the closing of one store in 2011. Total revenue in 2012 also benefited from the additional week in 2012, which resulted in an increase in revenues of \$51,059.

The following table highlights comparable store sales\* results over the past two years:

	Period to Period Increase	
	2013 vs 2012 (596 Stores)	2012 vs 2011 (591 Stores)
Restaurant	3.1%	2.2%
Retail	2.9	1.6
Restaurant & Retail	3.0	2.1

\*Comparable store sales consist of sales of stores open at least six full quarters at the beginning of the year and are measured on comparable calendar weeks.

Our comparable store restaurant sales increased from 2012 to 2013 resulting from a higher average check of 2.5%, including a 2.2% average menu price increase, and an increase in guest traffic of 0.6%. Our comparable store restaurant sales increased from 2011 to 2012 resulting from a higher average check of 2.4%, including a 2.2% average menu price increase, partially offset by a decrease in guest traffic of 0.2%.

We believe that the comparable store retail sales increase from 2012 to 2013 resulted primarily from strong performance in certain retail merchandise categories and the increase in guest traffic. We believe that the comparable store retail sales increase from 2011 to 2012 resulted from a more appealing retail merchandise selection than in the prior year and the growth of apparel, accessories and proprietary product lines.

#### Cost of Goods Sold

The following table highlights the components of cost of goods sold in dollar amounts for the past three years:

	2013	2012*	2011
<b>Cost of Goods Sold:</b>			
Restaurant	\$ 571,825	\$ 553,478	\$ 511,728
Retail	282,859	274,006	260,743
<b>Total Cost of Goods Sold</b>	<b>\$ 854,684</b>	<b>\$ 827,484</b>	<b>\$ 772,471</b>

\*2012 consists of 53 weeks while all other periods presented consist of 52 weeks.

The following table highlights restaurant cost of goods sold as a percentage of restaurant revenue for the past three years:

	2013	2012	2011
<b>Restaurant Cost of Goods Sold</b>	<b>27.2%</b>	<b>26.9%</b>	<b>26.5%</b>

The increase from 2012 to 2013 was primarily the result of food commodity inflation of 3.4% partially offset by our menu price increase referenced above and a reduction in food waste. The reduction in food waste from 2012 to 2013 accounted for a 0.2% decrease in restaurant cost of goods sold as a percentage of restaurant revenue. The increase from 2011 to 2012 was primarily the result of food commodity inflation of 4.5% partially offset by our menu price increase referenced above.

We presently expect the rate of commodity inflation to be approximately 2% in 2014 as compared to 2013. We expect to offset the effects of food commodity inflation through a combination of menu price increases, supply contracts and other cost reduction initiatives.

The following table highlights retail cost of goods sold as a percentage of retail revenue for the past three years:

	2013	2012	2011
<b>Retail Cost of Goods Sold</b>	<b>52.4%</b>	<b>52.1%</b>	<b>52.1%</b>

The increase in retail cost of goods sold as a percentage of retail revenue in 2013 as compared to 2012 resulted from lower initial markup on certain retail merchandise partially offset by lower freight and shrinkage.

	2012 to 2013 Increase (Decrease) as a Percentage of Total Revenue
Lower initial markup on certain merchandise	0.6%
Freight	(0.2%)
Retail inventory shrinkage	(0.1%)

Retail cost of goods sold as a percentage of retail revenue remained flat in 2012 as compared to 2011.

#### Restructurings

In April 2012, we restructured and streamlined our field organization to better align our restaurant and retail operations under central leadership. The restructuring of the field organization and related changes in our headquarters in Lebanon, Tennessee, resulted in the elimination of approximately 20 positions. As a result, we incurred severance charges of \$1,660. In July 2011, we implemented a cost reduction and organization streamlining initiative, which resulted in the elimination of approximately 60 management and staff positions. Most of the employees affected worked in our headquarters and the restructuring did not affect any store positions. As a result, in the fourth quarter of 2011, we incurred severance charges of \$1,768. Severance charges are recorded in general and administrative expenses (see “General and Administrative Expenses” below).

#### Labor and Related Expenses

Labor and other related expenses include all direct and indirect labor and related costs incurred in store operations. Labor and other related expenses as a percentage of total revenue were 36.5%, 36.8% and 37.1% in 2013, 2012 and 2011, respectively.

The year-to-year percentage change from 2012 to 2013 resulted from the following:

	2012 to 2013 (Decrease) Increase as a Percentage of Total Revenue
Store hourly labor	(0.5%)
Store bonus expense	0.2%

The decrease in store hourly labor costs as a percentage of total revenue from 2012 to 2013 resulted from menu price increases being higher than wage inflation and improved productivity. Higher store bonus expense in 2013 as compared to 2012 reflected better performance against financial objectives in 2013 as compared to the prior year.

The year-to-year percentage change from 2011 to 2012 resulted from the following:

	2011 to 2012 (Decrease) Increase as a Percentage of Total Revenue
Store hourly labor	(0.3%)
Health care costs	(0.2%)
Store bonus expense	0.2%

The decrease in store hourly labor costs as a percentage of total revenue from 2011 to 2012 resulted from improved productivity due to our enhanced labor management system and menu price increases being higher than wage inflation.

The decrease in our health care costs from 2011 to 2012 resulted from a change in our group policy. Employee health care expenses in the calendar 2011 plan year were lower due to improvements in claims experience. As a result of these improvements, we negotiated a retrospectively rated group policy during the first quarter of 2012. This policy is retroactive to January 1, 2011 and provides for a reimbursement of health insurance premiums based on actual claims experience through the end of calendar year. The terms of this policy resulted in us receiving approximately \$5,200 in net reimbursement for these health insurance premiums during 2012, which reduced our health care costs. This reduction was partially offset by higher claims experience in 2012.

Higher store bonus expense in 2012 as compared to 2011 reflected better performance against financial objectives in 2012 as compared to the prior year.

#### Other Store Operating Expenses

Other store operating expenses include all store-level operating costs, the major components of which are utilities, operating supplies, repairs and maintenance, depreciation and amortization, advertising, rent, credit card fees, real and personal property taxes and general insurance. Other store operating expenses as a percentage of total revenue were 18.2%, 18.0% and 18.6% in 2013, 2012 and 2011, respectively.

The year-to-year percentage change from 2012 to 2013 resulted from the following:

	2012 to 2013 Increase (Decrease) as a Percentage of Total Revenue
Advertising	0.1%
Maintenance	0.1%
Litigation settlement received in 2012	0.1%
Utilities	(0.1%)

The increase in advertising expense from 2012 to 2013 resulted primarily from higher media spending. Higher maintenance expenses resulted primarily from planned increases in nationally managed repair and preventative maintenance programs. Lower utilities expense resulted primarily from lower electricity costs.

The year-to-year percentage change from 2011 to 2012 resulted primarily from the following:

	2011 to 2012 (Decrease) Increase as a Percentage of Total Revenue
Utilities	(0.2%)
Litigation settlement received in 2012	(0.1%)
Credit card fees	(0.1%)
Supplies	(0.1%)
Advertising	0.2%

The decrease in utilities expense from 2011 to 2012 resulted primarily from lower natural gas costs.

In the first quarter of 2012, we received proceeds from a litigation settlement and recorded the proceeds as a gain in other store operating expenses since the settlement related to a matter previously recorded in other store operating expenses. Because we believed this settlement represented a gain contingency, we did not record the gain until the settlement amount and timing were assured.

The decrease in credit card fees from 2011 to 2012 resulted from a reduction in debit card fee rates due to a change in Federal law governing such fees. We believe that the decrease in supplies expense as a percentage of total revenue from 2011 to 2012 resulted primarily from our efforts to control this expense.

The increase in advertising expense from 2011 to 2012 resulted from our change in advertising strategy during 2012 in which we spent more on television advertising than in the prior year as a result of our entry into the national cable market in 2012.

#### General and Administrative Expenses

General and administrative expenses as a percentage of total revenue were 5.4%, 5.7% and 5.7% in 2013, 2012 and 2011, respectively.

The year-to-year percentage change from 2012 to 2013 resulted from the following:

	2012 to 2013 (Decrease) as a Percentage of Total Revenue
Payroll and related expenses	(0.2%)
Manager conference expense	(0.1%)

Lower payroll and related expenses in 2013 as compared to 2012 resulted primarily from fewer store managers in training due to lower turnover and our opening fewer stores in 2013 as compared to 2012. The decrease in general and administrative expenses in 2013 as compared to 2012 also resulted from the non-recurrence of expenses associated with a biannual manager conference which was held in the first quarter of 2012.

General and administrative expenses as a percentage of total revenue remained flat at 5.7% in 2012 as compared to 2011 as a result of the following offsetting variances:

	2011 to 2012 (Decrease) Increase as a Percentage of Total Revenue
Payroll and related expenses	(0.5%)
Incentive compensation	0.3%
Expenses related to December 2011 proxy contest	0.2%

Lower payroll and related expenses in 2012 as compared to 2011 resulted primarily from our organizational restructurings (see “Restructurings” above). Higher incentive compensation in 2012 as compared to 2011 resulted primarily from better performance against financial objectives.

#### Impairment and Store Dispositions, Net

Impairment and store dispositions, net consisted of the following for the past three years:

	2013	2012	2011
Impairment	\$ --	\$ --	\$ 3,219
Gains on disposition of stores	--	--	(4,109)
Store closing costs	--	--	265
Total	\$ --	\$ --	\$ (625)

In 2013 and 2012, we did not incur any impairment charges, gains on disposition of stores or store closing costs. In 2011, we recorded impairment charges of \$1,044 and \$2,175, respectively, for office space classified as property held for sale and a leased store. The leased store was impaired because of declining operating performance and resulting negative cash flow projections. During 2011, we sold two closed stores. Additionally, one of our stores was acquired by the State of Florida for road expansion pursuant to eminent domain. These transactions resulted in a net gain of \$4,109.

## Interest Expense

The following table highlights interest expense for the past three years:

	2013	2012	2011
Interest expense	\$ 35,742	\$ 44,687	\$ 51,490

The year-to-year decrease from 2012 to 2013 resulted primarily from lower debt outstanding and lower interest rates because of a reduction in our credit spread and the expiration of our seven-year interest rate swap on May 3, 2013, which had a fixed interest rate of 5.57% plus our credit spread. We presently expect interest expense for 2014 to be approximately \$16,000 to \$18,000.

The year-to-year decrease from 2011 to 2012 resulted primarily from the non-recurrence of costs related to our debt refinancing in July 2011 and lower average debt outstanding. As part of our debt refinancing in 2011, we incurred additional expenses of \$5,136 in 2011 related to transaction fees and the write-off of deferred financing costs. The additional week in 2012 also increased interest expense by \$811.

## Provision for Income Taxes

The following table highlights the provision for income taxes as a percentage of income before income taxes ("effective tax rate") for the past three years:

	2013	2012	2011
Effective tax rate	29.3%	29.5%	26.3%

The decrease in our effective tax rate from 2012 to 2013 resulted primarily from the retroactive extension by Congress of the Work Opportunity Tax Credit through the end of calendar 2013 partially offset by the increase in pretax income. The increase in our effective tax rate from 2011 to 2012 resulted primarily from a net increase in our liability for uncertain tax positions in 2012, a deferred tax benefit for a state rate change realized in 2011 but not in 2012 and the increase in pretax income.

We presently expect our effective tax rate for 2014 to be between 31% and 32% because of the expiration of the Work Opportunity Tax Credit.

## LIQUIDITY AND CAPITAL RESOURCES

The following table presents a summary of our cash flows for the last three years:

	2013	2012	2011
Net cash provided by operating activities	\$ 208,499	\$ 219,822	\$ 138,212
Net cash used in investing activities	(73,406)	(79,547)	(69,489)
Net cash used in financing activities	(165,337)	(40,587)	(64,149)
Net (decrease) increase in cash and cash equivalents	\$ (30,244)	\$ 99,688	\$ 4,574

Our primary sources of liquidity are cash generated from our operations and our borrowing capacity under our revolving credit facility. Our internally generated cash, along with cash on hand at August 3, 2012, and proceeds from exercises of share-based compensation awards, were sufficient to finance all of our growth, dividend payments, working capital needs, share repurchases and other cash payment obligations in 2013.

We believe that cash at August 2, 2013, along with cash expected to be generated from our operating activities and the borrowing capacity under our revolving credit facility will be sufficient to finance our continuing operations, our continuing expansion plans, our share repurchase plans and our expected dividend payments for 2014.

## Cash Generated from Operations

The decrease in net cash flow provided by operating activities from 2012 to 2013 reflected higher annual and long-term incentive bonus payments and related taxes made in 2013 as a result of the prior year's performance and the timing of payments for income taxes partially offset by higher net income and the timing of payments for interest and accounts payable. The increase in net cash flow provided by operating activities from 2011 to 2012 reflected lower annual bonus payments made in 2012 for the prior year's performance, higher net income and the timing of payments for accounts payable and income taxes.

## Capital Expenditures

The following table presents our capital expenditures (purchase of property and equipment), net of proceeds from insurance recoveries, for the last three years:

	2013	2012	2011
Capital expenditures, net of proceeds from insurance recoveries	\$ 73,961	\$ 80,170	\$ 77,686

Our capital expenditures consisted primarily of costs of new store locations and capital expenditures for maintenance programs. The decrease in capital expenditures from 2012 to 2013 resulted primarily from a decrease in the number of new store locations acquired and under construction as compared to the prior year partially offset by higher capital expenditures for operational initiatives and maintenance programs. The increase in capital expenditures from 2011 to 2012 resulted primarily from an increase in the number of new store locations acquired and under construction as compared to the prior year partially offset by lower capital expenditures for maintenance programs.

We estimate that our capital expenditures during 2014 will be between \$90,000 and \$100,000. This estimate includes the acquisition of sites and construction costs of approximately seven or eight new stores that will open during 2014, as well as acquisition and construction costs for store locations to be opened in 2015. We also expect to increase capital expenditures for maintenance programs, technology and operational improvements. We intend to fund our capital expenditures with cash generated by operations and borrowings under our revolving credit facility, as necessary.

## Proceeds from Sale of Property and Equipment

During 2011, we received net proceeds of \$1,054 from the sale of two closed stores and \$6,576 as a result of a condemnation award.

## Borrowing Capacity and Debt Covenants

Our \$750,000 credit facility (the "Credit Facility") consists of a term loan (aggregate outstanding at August 2, 2013 and August 3, 2012 was \$187,500 and \$212,500, respectively) and a \$500,000 revolving credit facility ("the Revolving Credit Facility").

The following table highlights our borrowing capacity and outstanding borrowings under the Revolving Credit Facility, our standby letters of credit and our borrowing availability under the Revolving Credit Facility as of August 2, 2013:

	August 2, 2013
Borrowing capacity under the Revolving Credit Facility	\$ 500,000
Less: Outstanding borrowings under the Revolving Credit Facility	212,500
Less: Standby letters of credit*	28,971
Borrowing availability under the Revolving Credit Facility	\$ 258,529

\*Our standby letters of credit relate to securing reserved claims under workers' compensation insurance and reduce our borrowing availability under the Revolving Credit Facility.

We reduced our borrowings under our Credit Facility by \$125,000 in 2013 and \$25,000 in both 2012 and 2011 by making optional prepayments using excess cash generated from operations. See "Material Commitments" below and Note 5 to our Consolidated Financial Statements for further information on our long-term debt.

The Credit Facility contains customary financial covenants, which include maintenance of a maximum consolidated total leverage ratio and a minimum consolidated interest coverage ratio. We presently are and expect to remain in compliance with the Credit Facility's financial covenants for the remaining term of the facility.

#### Dividends, Share Repurchases and Proceeds from the Exercise of Share-Based Compensation Awards

Our Credit Facility imposes restrictions on the amount of dividends we are permitted to pay. Prior to the June 3, 2013 amendment described below, if there was no default then existing and the total of our availability under our Revolving Credit Facility plus our cash and cash equivalents on hand was at least \$100,000 (the "liquidity requirements"), we could declare and pay cash dividends on shares of our common stock if the aggregate amount of dividends paid during any fiscal year is less than 20% of Consolidated EBITDA from continuing operations (as defined in the Credit Facility) (the "20% limitation") during the immediately preceding fiscal year. In any event, as long as the liquidity requirements were met, dividends could be declared and paid in any fiscal year up to the amount of dividends permitted and paid in the preceding fiscal year without regard to the 20% limitation.

Effective June 3, 2013, we amended the Credit Facility to provide more flexibility with regard to the dividends we are permitted to pay. Under the amended Credit Facility, if there is no default existing and the liquidity requirements are met, we may declare and pay cash dividends on shares of our common stock if the aggregate amount of dividends paid in any fiscal year is less than the sum of (1) the 20% limitation and (2) \$100,000 (less the amount of any share repurchases during the current fiscal year), provided our consolidated total leverage ratio is 3.25 to 1.00 or less. In any event, as long as the liquidity requirements are met, dividends may be declared and paid in any fiscal year up to the amount of dividends permitted and paid in the preceding fiscal year without regard to the 20% limitation.

During the first three quarters of 2013, we declared a quarterly dividend of \$0.50 per share of our common stock. Additionally, during the fourth quarter of 2013, we increased our quarterly dividend by 50% by declaring a dividend of \$0.75 per share payable on August 5, 2013 to shareholders of record on July 19, 2013. In the first quarter of 2014, we declared a dividend of \$0.75 per share payable on November 5, 2013 to shareholders of record on October 18, 2013.

The following table highlights the dividends per share we paid for the last three years:

	2013	2012	2011
Dividends per share paid	\$ 1.90	\$ 0.97	\$ 0.86

Our current criteria for share repurchases are that they be accretive to expected net income per share and are within the limits imposed by our Credit Facility. Subject to the limits imposed by the Credit Facility, in 2013 and 2012, we were authorized by our Board of Directors to repurchase shares at the discretion of management up to \$100,000 and \$65,000, respectively. In 2011, we were authorized to repurchase shares to offset share dilution that resulted from the issuance of shares under our equity compensation plans up to \$65,000. Under the June 3, 2013 amendment of the Credit Facility, we may repurchase shares up to a maximum amount of \$100,000 less the amount of dividends paid provided the liquidity requirements are met. Additionally, we have been authorized by our Board of Directors to repurchase shares at the discretion of management up to \$50,000 during 2014.

The following table highlights our share repurchases for the last three years:

	2013	2012	2011
Shares of common stock repurchased	44,300	265,538	676,600
Cost of shares repurchased	\$ 3,570	\$ 14,923	\$ 33,563

The following table highlights the proceeds received from the exercise of share-based compensation awards for the last three years:

	2013	2012	2011
Proceeds from exercise of share-based compensation awards	\$ 6,454	\$ 17,602	\$ 20,540

## Working Capital

In the restaurant industry, substantially all sales are either for cash or third-party credit card. Like many other restaurant companies, we are able to, and often do, operate with negative working capital. Restaurant inventories purchased through our principal food distributor are on terms of net zero days, while other restaurant inventories purchased locally are generally financed through trade credit at terms of 30 days or less. Because of our gift shop, which has a lower product turnover than the restaurant, we carry larger inventories than many other companies in the restaurant industry. Retail inventories are generally financed through trade credit at terms of 60 days or less. These various trade terms are aided by rapid turnover of the restaurant inventory. Employees generally are paid on weekly or semi-monthly schedules in arrears for hours worked except for bonuses that are paid either quarterly or annually in arrears. Many other operating expenses have normal trade terms and certain expenses such as certain taxes and some benefits are deferred for longer periods of time.

The following table highlights our working capital:

	2013	2012	2011
Working capital (deficit)	\$ (13,873)	\$ 18,249	\$ (21,188)

The change in working capital at August 2, 2013 compared to August 3, 2012 primarily reflected a decrease in cash due to optional debt payments and higher dividend payments in 2013. The change in working capital at August 3, 2012 compared to July 29, 2011 primarily reflected cash generated from operations and proceeds received from share-based compensation exercises partially offset by the current portion of our interest rate swap liability, higher incentive compensation accruals based on better performance against financial objectives in 2012 and the timing of payments for estimated income taxes.

## Off-Balance Sheet Arrangements

Other than various operating leases, which are disclosed more fully in “Material Commitments” below and Notes 2 and 10 to our Consolidated Financial Statements, we have no other material off-balance sheet arrangements.

## Material Commitments

Our contractual cash obligations and commitments as of August 2, 2013, are summarized in the tables below:

Contractual Obligations <sup>(a)</sup>	Total	Payments due by Years			
		2014	2015-2016	2017-2018	After 2018
Term loan <sup>(b)</sup>	\$ 187,500	--	\$ 187,500	--	--
Revolving Credit Facility <sup>(b)</sup>	212,500	--	212,500	--	--
Operating leases <sup>(c)</sup>	766,444	\$ 59,075	\$ 89,346	\$ 81,040	\$ 536,983
Purchase obligations <sup>(d)</sup>	111,347	63,559	27,966	18,997	825
Other long-term obligations <sup>(e)</sup>	37,316	2,343	8,477	300	26,196
Total contractual cash obligations	\$ 1,315,107	\$ 124,977	\$ 525,789	\$ 100,337	\$ 564,004

	Amount of Commitment Expirations by Years				
	Total	2014	2015-2016	2017-2018	After 2018
Revolving Credit Facility <sup>(b)</sup>	\$ 500,000	--	\$ 500,000	--	--
Standby letters of credit <sup>(f)</sup>	28,971	\$ 8,335	20,636	--	--
Guarantees <sup>(g)</sup>	827	168	228	\$ 235	\$ 196
Total commitments	\$ 529,798	\$ 8,503	\$ 520,864	\$ 235	\$ 196

- (a) At August 2, 2013, the entire liability for uncertain tax positions (including penalties and interest) is classified as a long-term liability. At this time, we are unable to make a reasonably reliable estimate of the amounts and timing of payments in individual years because of uncertainties in the timing of the effective settlement of tax positions. As such, the liability for uncertain tax positions of \$28,841 is not included in the contractual cash obligations and commitments table above.

- (b) Our term loan is payable on or before July 8, 2016 and our Revolving Credit Facility expires on July 8, 2016. Using our expected principal payments and projected interest rates, we anticipate having interest payments of \$15,077 and \$23,688 in 2014 and 2015-2016, respectively. The projected interest rates for our swapped portion of our outstanding borrowings are our fixed rates under our interest rate swaps (see Note 6 to the Consolidated Financial Statements) plus our current credit spread of 1.50%. The projected interest rate for our unswapped portion of our outstanding borrowings is the average of the three-year and five-year swap rates at August 2, 2013 of 1.33% plus our current credit spread. Even though our current credit facility expires in 2016, we have the intent and ability to refinance our debt to maintain a sufficient amount of outstanding borrowings during the terms of our interest rate swaps that expire in 2017 and 2018. Based on the fixed rates plus our current credit spread under these interest rate swaps, we anticipate having interest payments of \$8,439 in 2017-2018. Based on our outstanding borrowings under our Revolving Credit Facility and standby letters of credit at August 2, 2013 and our current unused commitment fee as defined in the Credit Facility, our unused commitment fees in 2014 and 2015-2016 would be \$646 and \$1,255; however, the actual amount will differ based on actual usage of the Revolving Credit Facility in 2014 and 2015-2016.
- (c) Includes base lease terms and certain optional renewal periods for which at the inception of the lease, it is reasonably assured that we will exercise.
- (d) Purchase obligations consist of purchase orders for food and retail merchandise; purchase orders for capital expenditures, supplies, other operating needs and other services; and commitments under contracts for maintenance needs and other services. We have excluded contracts that do not contain minimum purchase obligations. We excluded long-term agreements for services and operating needs that can be cancelled within 60 days without penalty. We included long-term agreements and certain retail purchase orders for services and operating needs that can be cancelled with more than 60 days notice without penalty only through the term of the notice. We included long-term agreements for services and operating needs that only can be cancelled in the event of an uncured material breach or with a penalty through the entire term of the contract. Because of the uncertainties of seasonal demands and promotional calendar changes, our best estimate of usage for food, supplies and other operating needs and services is ratably over either the notice period or the remaining life of the contract, as applicable, unless we had better information available at the time related to each contract.
- (e) Other long-term obligations include our Non-Qualified Savings Plan (\$25,263, with a corresponding long-term asset to fund the liability; see Note 13 to the Consolidated Financial Statements), Deferred Compensation Plan (\$3,276) and our long-term incentive plans (\$8,777).
- (f) Our standby letters of credit relate to securing reserved claims under workers' compensation insurance and reduce our borrowing availability under the Revolving Credit Facility.
- (g) Consists solely of guarantees associated with lease payments for two properties. We are not aware of any non-performance under these arrangements that would result in us having to perform in accordance with the terms of those guarantees.

#### Recent Accounting Pronouncements Adopted and Not Yet Adopted

See Note 2 to the accompanying Consolidated Financial Statements for a discussion of recent accounting guidance adopted and not yet adopted. None of the accounting guidance discussed in Note 2 either had or is expected to have a significant impact on our consolidated financial statements.

#### CRITICAL ACCOUNTING ESTIMATES

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

Our significant accounting policies are discussed in Note 2 to the Consolidated Financial Statements. Judgments and uncertainties affecting the application of those policies may result in materially different amounts being reported under different conditions or using different assumptions. Critical accounting estimates are those that:

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

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

- Impairment of Long-Lived Assets and Provision for Asset Dispositions
- Insurance Reserves
- Retail Inventory Valuation
- Tax Provision
- Share-Based Compensation

Management has reviewed these critical accounting estimates and related disclosures with the Audit Committee of our Board of Directors.

#### Impairment of Long-Lived Assets and Provision for Asset Dispositions

We assess the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Recoverability of assets is measured by comparing the carrying value of the asset to the undiscounted future cash flows expected to be generated by the asset. If the total expected future cash flows are less than the carrying amount of the asset, the carrying value is written down, for an asset to be held and used, to the estimated fair value or, for an asset to be disposed of, to the fair value, net of estimated costs of disposal. Any loss resulting from impairment is recognized by a charge to income. Judgments and estimates that we make related to the expected useful lives of long-lived assets and future cash flows are affected by factors such as changes in economic conditions and changes in operating performance. The accuracy of such provisions can vary materially from original estimates and management regularly monitors the adequacy of the provisions until final disposition occurs.

We have not made any material changes in our methodology for assessing impairments during the past three years and we do not believe that there is a reasonable likelihood that there will be a material change in the estimates or assumptions used by us to assess impairment on long-lived assets. However, if actual results are not consistent with our estimates and assumptions used in estimating future cash flows and fair values of long-lived assets, we may be exposed to losses that could be material.

In 2011, we incurred impairment charges related to one of our stores. In 2011, we also incurred impairment charges related to a corporate property held for sale. For a more detailed discussion of these costs see the sub-section entitled "Impairment and Store Dispositions, Net" under the section above entitled "Results of Operations" presented earlier in the MD&A.

#### Insurance Reserves

We self-insure a significant portion of our expected workers' compensation, general liability and health insurance programs.

We purchase insurance for individual workers' compensation claims that exceed \$250, \$500 or \$1,000 depending on the state in which the claim originates. We purchase insurance for individual general liability claims that exceed \$500. We record a reserve for workers' compensation and general liability for all unresolved claims and for an estimate of incurred but not reported claims ("IBNR"). These reserves and estimates of IBNR claims are based upon a full scope actuarial study which is performed annually at the end of our third quarter and is adjusted by the actuarially determined losses and actual claims payments for the fourth quarter. The reserves and losses in the actuarial study represent a range of possible outcomes within which no given estimate is more likely than any other estimate. As such, we record the losses in the lower end of that range and discount them to present value using a risk-free interest rate based on projected timing of payments. We also monitor actual claims development, including incurrence or settlement of individual large claims during the interim periods between actuarial studies as another means of estimating the adequacy of our reserves. Beginning in the second quarter of 2011, we began performing limited scope actuarial studies on a quarterly basis to verify and/or modify our reserves.

A significant portion of our health insurance program is currently self-insured. Benefits for any individual (employee or dependents) in the self-insured group health program are limited to not more than \$20 in any given plan year, and, in certain cases, to not more than \$8 in any given year. We record a liability for the self-insured portion of our group health program for all unpaid claims based upon a loss development analysis derived from actual group health claims payment experience. Beginning in the first quarter of 2012, the fully-insured portion of our health insurance program contains a retrospective feature which could increase or decrease premiums based on actual claims experience.

Our accounting policies regarding insurance reserves include certain actuarial assumptions and management judgments regarding economic conditions, the frequency and severity of claims and claim development history and settlement practices. We have not made any material changes in the accounting methodology used to establish our insurance reserves during the past three years and do not believe there is a reasonable likelihood that there will be a material change in the estimates or assumptions used to calculate the insurance reserves. However, changes in these actuarial assumptions or management judgments in the future may produce materially different amounts of expense that would be reported under these insurance programs.

#### Retail Inventory Valuation

Cost of goods sold includes the cost of retail merchandise sold at our stores utilizing the retail inventory method ("RIM"). Under RIM, the valuation of our retail inventories is at cost and the resulting gross margins are calculated by applying a cost-to-retail ratio to the retail value of our inventories. Inherent in the RIM calculation are certain significant management judgments and estimates, including initial markons, markups, markdowns and shrinkage, which may significantly impact the gross margin calculation as well as the ending inventory valuation.

Inventory valuation provisions are included for retail inventory obsolescence and retail inventory shrinkage. Retail inventory is reviewed on a quarterly basis for obsolescence and adjusted as appropriate based on assumptions made by management and judgment regarding inventory aging and future promotional activities. Cost of goods sold includes an estimate of shrinkage that is adjusted upon physical inventory counts. Annual physical inventory counts are conducted throughout the third and fourth quarters based upon a cyclical inventory schedule. An estimate of shrinkage is recorded for the time period between physical inventory counts by using a three-year average of the physical inventories' results on a store-by-store basis.

We have not made any material changes in the methodologies, estimates or assumptions related to our merchandise inventories during the past three years and do not believe there is a reasonable likelihood that there will be a material change in the estimates or assumptions in the future. However, actual obsolescence or shrinkage recorded may produce materially different amounts than we have estimated.

#### Tax Provision

We must make estimates of certain items that comprise our income tax provision. These estimates include effective state and local income tax rates, employer tax credits for items such as FICA taxes paid on employee tip income, Work Opportunity and Welfare to Work credits, as well as estimates related to certain depreciation and capitalization policies. Our estimates are made based on current tax laws, the best available information at the time of the provision and historical experience.

We recognize (or derecognize) a tax position taken or expected to be taken in a tax return in the financial statements when it is more likely than not (i.e., a likelihood of more than fifty percent) that the position would be sustained (or not sustained) upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement.

We file our income tax returns many months after our year end. These returns are subject to audit by various federal and state governments years after the returns are filed and could be subject to differing interpretations of the tax laws. We then must assess the likelihood of successful legal proceedings or reach a settlement with the relevant taxing authority. Although we believe that the judgments and estimates used in establishing our tax provision are reasonable, an unsuccessful legal proceeding or a settlement could result in material adjustments to our Consolidated Financial Statements and our consolidated financial position.

#### Share-Based Compensation

Our share-based compensation consists of nonvested stock awards, performance-based market stock units ("MSU Grants") and stock options. Share-based compensation expense is recognized based on the grant date fair value and the achievement of performance conditions for certain awards. We recognize share-based compensation expense on a straight-line basis over the requisite service period, which is generally the award's vesting period, or the date on which retirement eligibility is achieved, if shorter.

Compensation expense is recognized for only the portion of our share-based compensation awards that are expected to vest. Therefore, an estimated forfeiture rate is derived from historical employee termination behavior and is updated annually. The forfeiture rate is applied on a straight-line basis over the service (vesting) period and we update the estimated forfeiture rate to actual at each reporting period.

Our nonvested stock awards are time vested except for awards under our long-term incentive plans which also contain performance conditions. At each reporting period, we reassess the probability of achieving the performance conditions under our long-term incentive plans. Determining whether the performance conditions will be achieved involves judgment and the estimate of expense for nonvested stock awards may be revised periodically based on changes in our determination of the probability of achieving the performance conditions. Revisions are reflected in the period in which the estimate is changed. If any performance conditions are not met, no shares will be granted, no compensation will ultimately be recognized and, to the extent previously recognized, compensation expense will be reversed.

Generally, the fair value of each nonvested stock award which does not accrue dividends is equal to the market price of our stock at the date of grant reduced by the present value of expected dividends to be paid prior to the vesting period, discounted using an appropriate risk-free interest rate. Other nonvested stock awards accrue dividends and their fair value is equal to the market price of our stock at the date of grant.

In 2011, we adopted annual long-term incentive plans that award MSU Grants to our executives instead of stock options. In addition to providing the requisite service, MSU Grants contain both a market condition, total shareholder return, and a performance condition. Total shareholder return is defined as the change in our stock price plus dividends paid during the performance period. The number of shares awarded at the end of the performance period will vary in direct proportion to a target number of shares set at the beginning of the period, up to a maximum of 150% of target, based on the change in our cumulative total shareholder return over the period. The probability of the actual shares expected to be awarded is considered in the grant date valuation; therefore, the expense will not be adjusted to reflect the actual units awarded. However, if the performance condition is not met, no shares will be granted, no compensation will ultimately be recognized and, to the extent previously recognized, compensation expense will be reversed.

The fair value of our MSU Grants was determined using the Monte-Carlo simulation model, which simulates a range of possible future stock prices and estimates the probabilities of the potential payouts. The Monte-Carlo simulation model uses the average prices for the 60-consecutive calendar days beginning 30 days prior to and ending 30 days after the first business day of the performance period. This model also incorporates the following ranges of assumptions:

- The expected volatility is a blend of implied volatility based on market-traded options on our stock and historical volatility of our stock over the period commensurate with the three-year performance period.

- The risk-free interest rate is based on the U.S. Treasury rate assumption commensurate with the three-year performance period.
- The expected dividend yield is based on our current dividend yield as the best estimate of projected dividend yield for periods within the three-year performance period.

We update the historical and implied components of the expected volatility assumption when new grants are made.

The fair value of our stock options was estimated on the date of grant using a binomial lattice-based option valuation model. This model incorporates several key assumptions including expected volatility, risk-free rate of return, expected dividend yield and the option's expected life. Additionally, we use historical data to estimate option exercise and employee termination and these assumptions are updated annually. The expected volatility, option exercise and termination assumptions involve management's best estimates at that time, all of which affect the fair value of the option calculated by the binomial lattice-based option valuation model and, ultimately, the expense that will be recognized over the life of the option. The expected life is a by-product of the lattice model and was updated when new grants were made. No stock options were granted in 2013 or 2012.

We have not made any material changes in our estimates or assumptions used to determine share-based compensation during the past three years. We do not believe there is a reasonable likelihood that there will be a material change in the future estimates or assumptions used to determine share-based compensation expense. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to changes in share-based compensation expense that could be material.

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

We are exposed to market risk, such as changes in interest rates and commodity prices. We do not hold or use derivative financial instruments for trading purposes.

**Interest Rate Risk.** We have interest rate risk relative to our outstanding borrowings under our Credit Facility. At August 2, 2013 and August 3, 2012, our outstanding borrowings under our Credit Facility totaled \$400,000 and \$525,000, respectively (see Note 5 to our Consolidated Financial Statements). Loans under the Credit Facility bear interest, at our election, either at the prime rate or LIBOR plus a percentage point spread based on certain specified financial ratios. Our policy has been to manage interest cost using a mix of fixed and variable rate debt (see Notes 5, 6 and 10 to our Consolidated Financial Statements). To manage this risk in a cost efficient manner, we have entered into interest rate swaps. A summary of our interest rate swaps at August 2, 2013 is as follows:

Trade Date	Effective Date	Term (in Years)	Notional Amount	Fixed Rate
August 10, 2010	May 3, 2013	2	\$ 200,000	2.73%
July 25, 2011	May 3, 2013	2	50,000	2.00%
July 25, 2011	May 3, 2013	3	50,000	2.45%
September 19, 2011	May 3, 2013	2	25,000	1.05%
September 19, 2011	May 3, 2013	2	25,000	1.05%
December 7, 2011	May 3, 2013	3	50,000	1.40%
March 18, 2013	May 3, 2015	3	50,000	1.51%
April 8, 2013	May 3, 2015	2	50,000	1.05%
April 15, 2013	May 3, 2015	2	50,000	1.03%
April 22, 2013	May 3, 2015	3	25,000	1.30%
April 25, 2013	May 3, 2015	3	25,000	1.30%

The Company's seven-year interest rate swap, which was entered into on May 4, 2006, expired on May 3, 2013. This interest rate swap had a notional amount of \$525,000 prior to expiration and a fixed rate of 5.57%.

At August 2, 2013 and August 3, 2012, our outstanding borrowings were swapped at weighted average interest rates of 3.73% and 7.57%, respectively, which are the weighted average fixed rates of our interest rate swaps plus our current credit spread. See Note 6 to our Consolidated Financial Statements for further discussion of our interest rate swaps.

Commodity Price Risk. Many of the food products that we purchase are affected by commodity pricing and are, therefore, subject to price volatility caused by market conditions, weather, production problems, delivery difficulties and other factors which are outside our control and which are generally unpredictable.

The following table highlights the five food categories which accounted for the largest shares of our food purchases in 2013 and 2012:

	Percentage of Food Purchases	
	2013	2012
Beef	13%	12%
Dairy (including eggs)	12%	13%
Fruits and vegetables	12%	14%
Poultry	11%	10%
Pork	11%	10%

Other categories affected by the commodities markets, such as grains and seafood, may each account for as much as 7% of our food purchases. While some of our food items are produced to our proprietary specifications, our food items are based on generally available products, and if any existing suppliers fail, or are unable to deliver in quantities required by us, we believe that there are sufficient other quality suppliers in the marketplace that our sources of supply can be replaced as necessary to allow us to avoid any material adverse effects that could be caused by such unavailability. We also recognize, however, that commodity pricing is extremely volatile and can change unpredictably even over short periods of time. Changes in commodity prices would affect us and our competitors generally, and depending on the terms and duration of supply contracts, sometimes simultaneously. We enter into contracts for certain of our products in an effort to minimize volatility of supply and pricing. In many cases, or over the longer term, we believe we will be able to pass through some or much of the increased commodity costs by adjusting our menu pricing. From time to time, competitive circumstances, or judgments about consumer acceptance of price increases, may limit menu price flexibility, and in those circumstances, increases in commodity prices can result in lower margins.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**  
**To the Board of Directors and Shareholders of Cracker Barrel Old Country Store, Inc.**  
**Lebanon, Tennessee**

We have audited the accompanying consolidated balance sheets of Cracker Barrel Old Country Store, Inc. and its subsidiaries (the "Company") as of August 2, 2013 and August 3, 2012, and the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the three fiscal years in the period ended August 2, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). 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 financial position of Cracker Barrel Old Country Store, Inc. and its subsidiaries as of August 2, 2013 and August 3, 2012, and the results of their operations and their cash flows for each of the three fiscal years in the period ended August 2, 2013, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of August 2, 2013, based on the criteria established in *Internal Control—Integrated Framework* (1992) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated September 26, 2013 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Nashville, Tennessee  
September 26, 2013

**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**CONSOLIDATED BALANCE SHEETS**

	(In thousands except share data)	
	August 2, 2013	August 3, 2012
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 121,718	\$ 151,962
Property held for sale	883	884
Accounts receivable	15,942	14,609
Inventories	146,687	143,267
Prepaid expenses and other current assets	12,648	11,405
Deferred income taxes	4,316	15,181
Total current assets	302,194	337,308
Property and Equipment:		
Land	299,995	296,500
Buildings and improvements	746,764	726,814
Buildings under capital leases	3,289	3,289
Restaurant and other equipment	484,013	458,370
Leasehold improvements	255,058	242,305
Construction in progress	8,704	14,293
Total	1,797,823	1,741,571
Less: Accumulated depreciation and amortization of capital leases	771,454	719,201
Property and equipment – net	1,026,369	1,022,370
Other assets	59,743	59,314
Total	\$ 1,388,306	\$ 1,418,992
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current Liabilities:		
Accounts payable	\$ 110,637	\$ 101,271
Taxes withheld and accrued	35,076	39,704
Accrued employee compensation	62,780	66,923
Accrued employee benefits	24,477	26,546
Deferred revenues	44,098	37,696
Dividend payable	17,847	9,732
Current interest rate swap liability	--	20,215
Other current liabilities	21,152	16,972
Total current liabilities	316,067	319,059
Long-term debt	400,000	525,036
Long-term interest rate swap liability	11,644	14,166
Other long-term obligations	120,073	114,897
Deferred income taxes	56,496	63,159
Commitments and Contingencies (Notes 10 and 16)		
Shareholders' Equity:		
Preferred stock – 100,000,000 shares of \$.01 par value authorized; 300,000 shares designated as Series A Junior Participating Preferred Stock; no shares issued	--	--
Common stock – 400,000,000 shares of \$.01 par value authorized; 2013 – 23,795,327 shares issued and outstanding; 2012 – 23,473,024		
shares issued and outstanding	237	234
Additional paid-in capital	51,728	28,676
Accumulated other comprehensive loss	(6,612)	(21,158)
Retained earnings	438,673	374,923
Total shareholders' equity	484,026	382,675
Total	\$ 1,388,306	\$ 1,418,992

See Notes to Consolidated Financial Statements.

**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME**

	(In thousands except share data)		
	Fiscal years ended		
	August 2, 2013	August 3, 2012	July 29, 2011
Total revenue	\$ 2,644,630	\$ 2,580,195	\$ 2,434,435
Cost of goods sold	854,684	827,484	772,471
Gross profit	1,789,946	1,752,711	1,661,964
Labor and other related expenses	962,559	951,435	904,229
Other store operating expenses	482,601	464,130	451,957
Store operating income	344,786	337,146	305,778
General and administrative expenses	143,262	146,171	139,222
Impairment and store dispositions, net	--	--	(625)
Operating income	201,524	190,975	167,181
Interest expense	35,742	44,687	51,490
Income before income taxes	165,782	146,288	115,691
Provision for income taxes	48,517	43,207	30,483
Net income	\$ 117,265	\$ 103,081	\$ 85,208
Net income per share - basic	\$ 4.95	\$ 4.47	\$ 3.70
Net income per share - diluted	\$ 4.90	\$ 4.40	\$ 3.61
Basic weighted average shares outstanding	23,708,875	23,067,566	22,998,200
Diluted weighted average shares outstanding	23,948,321	23,408,126	23,634,675

See Notes to Consolidated Financial Statements.

CRACKER BARREL OLD COUNTRY STORE, INC.  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	(In thousands)		
	Fiscal years ended		
	August 2, 2013	August 3, 2012	July 29, 2011
Net income	\$ 117,265	\$ 103,081	\$ 85,208
Other comprehensive income before income tax expense:			
Change in fair value of interest rate swaps	23,620	17,223	14,677
Income tax expense	9,074	349	3,860
Other comprehensive income, net of tax	14,546	16,874	10,817
Comprehensive income	\$ 131,811	\$ 119,955	\$ 96,025

See Notes to Consolidated Financial Statements.

**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
(In thousands except share data)

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Shareholders' Equity
Balances at July 30, 2010	22,732,781	\$ 228	\$ 6,200	\$ (48,849)	\$ 234,038	\$ 191,617
Comprehensive Income:						
Net income	--	--	--	--	85,208	85,208
Other comprehensive income, net of tax	--	--	--	10,817	--	10,817
Total comprehensive income	--	--	--	10,817	85,208	96,025
Cash dividends declared - \$.88 per share	--	--	--	--	(20,489)	(20,489)
Share-based compensation	--	--	9,796	--	--	9,796
Exercise of share-based compensation awards	784,793	7	20,533	--	--	20,540
Tax benefit realized upon exercise of share-based compensation awards	--	--	4,108	--	--	4,108
Purchases and retirement of common stock	(676,600)	(7)	(33,556)	--	--	(33,563)
Balances at July 29, 2011	22,840,974	228	7,081	(38,032)	298,757	268,034
Comprehensive Income:						
Net income	--	--	--	--	103,081	103,081
Other comprehensive income, net of tax	--	--	--	16,874	--	16,874
Total comprehensive income	--	--	--	16,874	103,081	119,955
Cash dividends declared - \$1.15 per share	--	--	--	--	(26,915)	(26,915)
Share-based compensation	--	--	14,420	--	--	14,420
Exercise of share-based compensation awards	897,588	9	17,593	--	--	17,602
Tax benefit realized upon exercise of share-based compensation awards	--	--	4,502	--	--	4,502
Purchases and retirement of common stock	(265,538)	(3)	(14,920)	--	--	(14,923)
Balances at August 3, 2012	23,473,024	234	28,676	(21,158)	374,923	382,675
Comprehensive Income:						
Net income	--	--	--	--	117,265	117,265
Other comprehensive income, net of tax	--	--	--	14,546	--	14,546
Total comprehensive income	--	--	--	14,546	117,265	131,811
Cash dividends declared - \$2.25 per share	--	--	--	--	(53,515)	(53,515)
Share-based compensation	--	--	17,839	--	--	17,839
Exercise of share-based compensation awards	366,603	4	6,450	--	--	6,454
Tax benefit realized upon exercise of share-based compensation awards	--	--	2,332	--	--	2,332
Purchases and retirement of common stock	(44,300)	(1)	(3,569)	--	--	(3,570)
Balances at August 2, 2013	23,795,327	\$ 237	\$ 51,728	\$ (6,612)	\$ 438,673	\$ 484,026

See Notes to Consolidated Financial Statements.

**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	(In thousands)		
	Fiscal years ended		
	August 2, 2013	August 3, 2012	July 29, 2011
<b>Cash flows from operating activities:</b>			
Net income	\$ 117,265	\$ 103,081	\$ 85,208
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	66,120	64,467	62,788
Loss (gain) on disposition of property and equipment	4,057	2,702	(1,418)
Impairment	--	--	3,219
Share-based compensation	17,839	14,420	9,796
Excess tax benefit from share-based compensation	(2,332)	(4,502)	(4,108)
Changes in assets and liabilities:			
Accounts receivable	(1,333)	(2,330)	1,251
Income taxes receivable	--	7,898	(7,898)
Inventories	(3,420)	(1,720)	2,532
Prepaid expenses and other current assets	(1,243)	(2,405)	(391)
Other assets	(1,033)	(4,725)	(803)
Accounts payable	9,366	1,592	(16,539)
Taxes withheld and accrued	(4,628)	7,369	(652)
Accrued employee compensation	(4,143)	17,729	(10,680)
Accrued employee benefits	(2,069)	(2,701)	(1,690)
Deferred revenues	6,402	5,066	5,086
Other current liabilities	6,628	2,651	(7,863)
Other long-term obligations	5,895	9,973	12,576
Deferred income taxes	(4,872)	1,257	7,798
Net cash provided by operating activities	208,499	219,822	138,212
<b>Cash flows from investing activities:</b>			
Purchase of property and equipment	(74,417)	(80,922)	(77,962)
Proceeds from insurance recoveries of property and equipment	456	752	276
Proceeds from sale of property and equipment	555	623	8,197
Net cash used in investing activities	(73,406)	(79,547)	(69,489)
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of long-term debt	--	92,600	687,000
Proceeds from exercise of share-based compensation awards	6,454	17,602	20,540
Principal payments under long-term debt and other long-term obligations	(125,153)	(117,733)	(717,263)
Purchases and retirement of common stock	(3,570)	(14,923)	(33,563)
Deferred financing costs	--	(263)	(5,125)
Dividends on common stock	(45,400)	(22,372)	(19,846)
Excess tax benefit from share-based compensation	2,332	4,502	4,108
Net cash used in financing activities	(165,337)	(40,587)	(64,149)
Net (decrease) increase in cash and cash equivalents	(30,244)	99,688	4,574
Cash and cash equivalents, beginning of year	151,962	52,274	47,700
Cash and cash equivalents, end of year	\$ 121,718	\$ 151,962	\$ 52,274

## Supplemental disclosure of cash flow information:

Cash paid during the year for:				
Interest, net of amounts capitalized	\$ 29,959	\$ 50,357	\$ 46,301	
Income taxes	47,550	18,768	32,248	
<b>Supplemental schedule of non-cash financing activity</b>				
Change in fair value of interest rate swaps	\$ 23,620	\$ 17,223	\$ 14,677	
Change in deferred tax asset for interest rate swaps	(9,074)	(349)	(3,860)	
Dividends declared but not yet paid	17,847	9,732	5,190	

See Notes to Consolidated Financial Statements.

CRACKER BARREL OLD COUNTRY STORE, INC.  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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(In thousands except share data)

**1. Description of the Business**

Cracker Barrel Old Country Store, Inc. and its affiliates (collectively, in the Notes, the "Company") are principally engaged in the operation and development in the United States ("U.S.") of the Cracker Barrel Old Country Store® ("Cracker Barrel") concept.

**2. Summary of Significant Accounting Policies**

**GAAP** – The accompanying Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP").

**Fiscal year** – The Company's fiscal year ends on the Friday nearest July 31st and each quarter consists of thirteen weeks unless noted otherwise. The Company's fiscal year ended August 3, 2012 consisted of 53 weeks and the fourth quarter of 2012 consisted of fourteen weeks. References in these Notes to a year or quarter are to the Company's fiscal year or quarter unless noted otherwise.

**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.

**Property held for sale** – Property held for sale consists of real estate properties that the Company expects to sell within one year and is reported at the lower of carrying amount or fair value less costs to sell. At August 2, 2013 and August 3, 2012, property held for sale consisted of office space.

**Accounts receivable** – Accounts receivable represent their estimated net realizable value. Accounts receivable are written off when they are deemed uncollectible.

**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. Retail inventories are valued using the retail inventory method ("RIM") except at the retail distribution center which uses average cost. Approximately 75% of retail inventories are valued using RIM and the remaining 25% are valued using an average cost method. See Note 4 for additional information regarding the components of inventory.

**Valuation provisions** are included for retail inventory obsolescence, retail inventory shrinkage, returns and amortization of certain items. Cost of goods sold includes an estimate of retail inventory shrinkage that is adjusted upon physical inventory counts. Annual physical inventory counts are conducted throughout the third and fourth quarters based upon a cyclical inventory schedule. An estimate of shrinkage is recorded for the time period between physical inventory counts by using a three-year average of the physical inventories' results on a store-by-store basis.

**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	30-45
Buildings under capital leases	15-25
Restaurant and other equipment	2-10
Leasehold improvements	1-35

Accelerated depreciation methods are generally used for income tax purposes.

Total depreciation expense and depreciation expense related to store operations for each of the three years are as follows:

	2013	2012	2011
Total depreciation expense	\$ 65,351	\$ 63,705	\$ 61,677
Depreciation expense related to store operations*	60,574	58,423	56,985

\*Depreciation expense related to store operations is included in other store operating expenses in the Consolidated Statements of Income.

Gain or loss is recognized upon disposal of property and equipment. 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.

**Impairment of long-lived assets** – The Company assesses the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Recoverability of assets is measured by comparing the carrying value of the asset to the undiscounted future cash flows expected to be generated by the asset. If the total expected future cash flows are less than the carrying value of the asset, the carrying value is written down, for an asset to be held and used, to the estimated fair value or, for an asset to be disposed of, to the fair value, net of estimated costs of disposal. Any loss resulting from impairment is recognized by a charge to income. See Note 9 for additional information on the Company's impairment of long-lived assets.

**Derivative instruments and hedging activities** – The Company is exposed to market risk, such as changes in interest rates and commodity prices. The Company has interest rate risk relative to its outstanding borrowings, which bear interest at the Company's election either at the prime rate or LIBOR plus a percentage point spread based on certain specified financial ratios under its credit facility (see Note 5). The Company's policy has been to manage interest cost using a mix of fixed and variable rate debt. To manage this risk in a cost efficient manner, the Company uses derivative instruments, specifically interest rate swaps.

Companies may elect whether or not to offset related assets and liabilities and report the net amount on their financial statements if the right of setoff exists. Under a master netting agreement, the Company has the legal right to offset the amounts owed to the Company against amounts owed by the Company under a derivative instrument that exists between the Company and a counterparty. When the Company is engaged in more than one outstanding derivative transaction with the same counterparty and also has a legally enforceable master netting agreement with that counterparty, its credit risk exposure is based on the net exposure under the master netting agreement. If, on a net basis, the Company owes the counterparty, the Company regards its credit exposure to the counterparty as being zero.

The Company does not hold or use derivative instruments for trading purposes. The Company also does not have any derivatives not designated as hedging instruments and has not designated any non-derivatives as hedging instruments. See Note 6 for additional information on the Company's derivative and hedging activities.

**Segment reporting** – Operating segments 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. Utilizing these criteria, the Company manages its business on the basis of one reportable operating segment (see Note 8 for additional information regarding segment reporting).

**Revenue recognition** – The Company records revenue from the sale of products as they are sold. The Company provides for estimated returns based on return history and sales levels. The Company's policy is to present sales in the Consolidated Statements of Income on a net presentation basis after deducting sales tax.

Unredeemed gift cards and certificates – Unredeemed gift cards and certificates represent a liability of the Company related to unearned income and are recorded at their expected redemption value. No revenue is recognized in connection with the point-of-sale transaction when gift cards or gift certificates are sold. For those states that exempt gift cards and certificates from their escheat laws, the Company makes estimates of the ultimate unredeemed (“breakage”) gift cards and certificates in the period of the original sale and amortizes this breakage over the redemption period that other gift cards and certificates historically have been redeemed by reducing its liability and recording revenue accordingly. For those states that do not exempt gift cards and certificates from their escheat laws, the Company records breakage in the period that gift cards and certificates are remitted to the state and reduces its liability accordingly. Any amounts remitted to states under escheat or similar laws reduce the Company’s deferred revenue liability and have no effect on revenue or expense while any amounts that the Company is permitted to retain are recorded as revenue.

Insurance – The Company self-insures a significant portion of its workers’ compensation, general liability and health insurance programs. The Company purchases insurance for individual workers’ compensation claims that exceed \$250, \$500 or \$1,000 depending on the state in which the claim originates. The Company purchases insurance for individual general liability claims that exceed \$500.

The Company records a reserve for workers’ compensation and general liability for all unresolved claims and for an estimate of incurred but not reported claims (“IBNR”). These reserves and estimates of IBNR claims are based upon a full scope actuarial study which is performed annually at the end of the Company’s third quarter and is adjusted by the actuarially determined losses and actual claims payments for the fourth quarter. The reserves and losses in the actuarial study represent a range of possible outcomes within which no given estimate is more likely than any other estimate. As such, the Company records the losses at the lower end of that range and discounts them to present value using a risk-free interest rate based on projected timing of payments. The Company also monitors actual claims development, including incurrence or settlement of individual large claims during the interim periods between actuarial studies as another means of estimating the adequacy of its reserves. Beginning in the second quarter of 2011, the Company began performing limited scope actuarial studies on a quarterly basis to verify and/or modify the Company’s reserves.

For the Company’s health insurance plans, benefits for any individual (employee or dependents) in the self-insured program are limited to not more than \$20 in any given year, and, in certain cases, to not more than \$8 in any given year. The Company records a liability for the self-insured portion of its group health program for all unpaid claims based upon a loss development analysis derived from actual group health claims payment experience. Beginning in the first quarter of 2012, the fully-insured portion of the Company’s health insurance program contains a retrospective feature which could increase or decrease premiums based on actual claims experience.

Store pre-opening costs – Start-up costs of a new store are expensed when incurred, with the exception of rent expense under operating leases, in which the straight-line rent includes the pre-opening period during construction, as explained further under the “Leases” section in this Note.

Leases – The Company’s leases are classified as either capital or operating leases. The Company has ground leases and office space leases that are recorded as operating leases. The Company also leases its advertising billboards which are recorded as operating leases. A majority of the Company’s lease agreements provide renewal options and some of these options contain rent escalation clauses. Additionally, some of the leases have rent holiday and contingent rent provisions. During rent holiday periods, which include the pre-opening period during construction, the Company has possession of and access to the property, but is not obligated to, and normally does not, make rent payments. Contingent rent is determined as a percentage of gross sales in excess of specified levels. The Company records a contingent rent liability and corresponding rent expense when it is probable sales have been achieved in amounts in excess of the specified levels.

The liabilities under these leases are recognized on the straight-line basis over the shorter of the useful life, with a maximum of 35 years, or the related lease life. The Company uses a lease life that generally begins on the date that the Company becomes legally obligated under the lease, including the rent holiday periods, and generally extends through certain renewal periods that can be exercised at the Company’s option, for which at the inception of the lease, it is reasonably assured that the Company will exercise those renewal options. This lease period is consistent with the period over which leasehold improvements are amortized.

Advertising – The Company expenses the costs of producing advertising the first time the advertising takes place. Other advertising costs are expensed as incurred.

Advertising expense for each of the three years was as follows:

	2013	2012	2011
Advertising expense	\$ 59,957	\$ 56,198	\$ 48,889

Share-based compensation – The Company's share-based compensation consists of nonvested stock, performance-based market stock units ("MSU Grants") and stock options. Share-based compensation is recorded in general and administrative expenses in the Consolidated Statements of Income. Share-based compensation expense is recognized based on the grant date fair value and the achievement of performance conditions for certain awards. The Company recognizes share-based compensation expense on a straight-line basis over the requisite service period, which is generally the award's vesting period, or to the date on which retirement eligibility is achieved, if shorter.

Certain nonvested stock awards and the Company's MSU Grants contain performance conditions. Compensation expense for performance-based awards is recognized when it is probable that the performance criteria will be met. If any performance goals are not met, no compensation expense is ultimately recognized and, to the extent previously recognized, compensation expense is reversed.

If a share-based compensation award is modified after the grant date, incremental compensation expense is recognized in an amount equal to the excess of the fair value of the modified award over the fair value of the original award immediately before the modification. Incremental compensation expense for vested awards is recognized immediately. For unvested awards, the sum of the incremental compensation expense and the remaining unrecognized compensation expense for the original award on the modification date is recognized over the modified service period.

Additionally, the Company's policy is to issue shares of common stock to satisfy exercises of share-based compensation awards.

Income taxes – The Company's provision for income taxes includes employer tax credits for FICA taxes paid on employee tip income and other employer tax credits 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. The Company recognizes (or derecognizes) a tax position taken or expected to be taken in a tax return in the financial statements when it is more likely than not (i.e., a likelihood of more than fifty percent) that the position would be sustained (or not sustained) upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. The Company recognizes, net of tax, interest and estimated penalties related to uncertain tax positions in its provision for income taxes. See Note 14 for additional information regarding income taxes.

Comprehensive income – Comprehensive income includes net income and the effective unrealized portion of the changes in the fair value of the Company's interest rate swaps.

Discontinued operations – The Company classifies the results of operations of a closed store as a discontinued operation when the operations and cash flows of the store have been or will be eliminated from ongoing operations, the Company no longer has any significant continuing involvement in the operations associated with the store after closure and the results are material to the Company's consolidated financial position, results of operations or cash flows. In determining whether the cash flows have been or will be eliminated from operations, the Company considers the proximity of the closed store to any remaining open stores in the geographic area to evaluate whether the Company will retain the closed store's customers at another store in the same market. Unless considered immaterial, if the Company determines that it has exited the market, then the closed store will be classified as a discontinued operation. The Company closed one store in 2011; this closed store was not classified as discontinued operations. The Company did not close any stores in 2013 or 2012.

Net income per share – Basic consolidated net income per share is computed by dividing consolidated net income to common shareholders by the weighted average number of common shares outstanding for the reporting period. Diluted consolidated net income per share reflects the potential dilution that could occur if securities, options or other contracts to issue common stock were exercised or converted into common stock and is based upon the weighted average number of common and common equivalent shares outstanding during the year. Common equivalent shares related to stock options, nonvested stock awards and MSU Grants issued by the Company are calculated using the treasury stock method. Outstanding employee and director stock options, nonvested stock awards and MSU Grants issued by the Company represent the only dilutive effects on diluted consolidated net income per share. See Note 15 for additional information regarding net income per share.

Use of estimates – Management of the Company has made certain estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods to prepare these Consolidated Financial Statements in conformity with GAAP. Management believes that such estimates have been based on reasonable and supportable assumptions and that the resulting estimates are reasonable for use in the preparation of the Consolidated Financial Statements. Actual results, however, could differ from those estimates.

#### Recent Accounting Pronouncements Adopted

#### Presentation of Comprehensive Income

In June 2011, the FASB issued amended accounting guidance which requires companies to present total comprehensive income and its components and the components of net income in either a single continuous statement of comprehensive income or in two consecutive statements reporting net income and comprehensive income. This requirement eliminates the option to present components of comprehensive income as part of the statement of changes in shareholders' equity. This guidance affects only the presentation of comprehensive income and does not change the components of comprehensive income. The Company adopted this accounting guidance on a retrospective basis in the first quarter of 2013 by presenting separate but consecutive statements. The adoption of this accounting guidance did not have an impact on the Company's consolidated financial position or results of operations.

#### Recent Accounting Pronouncements Not Yet Adopted

#### Disclosures about Offsetting Assets and Liabilities

In December 2011, the FASB issued accounting guidance which requires companies to disclose information about the nature of their rights of setoff and related arrangements associated with their financial instruments and derivative instruments to enable users of financial statements to understand the effect of those arrangements on their financial position. Each company will be required to provide both net and gross information in the notes to its financial statements for relevant assets and liabilities that are eligible for offset. In January 2013, the FASB issued additional accounting guidance which limits these disclosures to derivatives, repurchase agreements and securities lending transactions to the extent that they are offset in the financial statements or subject to an enforceable master netting arrangement or similar agreement. These disclosure requirements are effective for fiscal years beginning on or after January 1, 2013 on a retrospective basis. The Company does not expect that the adoption of these disclosure requirements in the first quarter of 2014 will have a significant impact on its consolidated financial position or results of operations.

## Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income

In February 2013, the FASB issued accounting guidance which requires companies to provide information regarding the amounts reclassified out of accumulated other comprehensive income by component. A company will be required to present, either on the face of the statement where net income is presented or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items of net income but only if the amount reclassified is required by GAAP to be reclassified to net income in its entirety in the same reporting period. For other amounts that are not required under GAAP to be reclassified in their entirety to net income, a company is required to cross-reference to other disclosures required under GAAP that provide additional detail regarding those amounts. This accounting guidance is effective for fiscal years beginning after December 15, 2012 on a prospective basis. Since the guidance only affects presentation and disclosure of amounts reclassified out of accumulated other comprehensive income, the adoption of this guidance in the first quarter of 2014 is not expected to have a significant impact on the Company's consolidated financial position or results of operations.

## 3. Fair Value Measurements

Fair value for certain of the Company's assets and liabilities is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, a three level hierarchy for inputs is used. These levels are:

- Quoted Prices in Active Markets for Identical Assets ("Level 1") – quoted prices (unadjusted) for an identical asset or liability in an active market.
- Significant Other Observable Inputs ("Level 2") – quoted prices for a similar asset or liability in an active market or model-derived valuations in which all significant inputs are observable for substantially the full term of the asset or liability.
- Significant Unobservable Inputs ("Level 3") – unobservable and significant to the fair value measurement of the asset or liability.

The Company's assets and liabilities measured at fair value on a recurring basis at August 2, 2013 were as follows:

	Level 1	Level 2	Level 3	Fair Value as of August 2, 2013
Cash equivalents*	\$ 57,767	\$ --	\$ --	\$ 57,767
Interest rate swap asset (see Note 6)	--	883	--	883
Deferred compensation plan assets**	25,263	--	--	25,263
Total assets at fair value	\$ 83,030	\$ 883	\$ --	\$ 83,913
Interest rate swap liability (see Note 6)	\$ --	\$ 11,644	\$ --	\$ 11,644
Total liabilities at fair value	\$ --	\$ 11,644	\$ --	\$ 11,644

The Company's assets and liabilities measured at fair value on a recurring basis at August 3, 2012 were as follows:

	Level 1	Level 2	Level 3	Fair Value as of August 3, 2012
Cash equivalents*	\$ 104,531	\$ --	\$ --	\$ 104,531
Interest rate swap asset (see Note 6)	--	--	--	--
Deferred compensation plan assets**	29,443	--	--	29,443
Total assets at fair value	\$ 133,974	\$ --	\$ --	\$ 133,974
Interest rate swap liability (see Note 6)	\$ --	\$ 34,381	\$ --	\$ 34,381
Total liabilities at fair value	\$ --	\$ 34,381	\$ --	\$ 34,381

\*Consists of money market fund investments.

\*\*Represents plan assets invested in mutual funds established under a Rabbi Trust for the Company's non-qualified savings plan and is included in the Consolidated Balance Sheets as other assets (see Note 13).

The Company's money market fund investments and deferred compensation plan assets are measured at fair value using quoted market prices. The fair values of the Company's interest rate swap asset and liabilities are determined based on the present value of expected future cash flows. Since the Company's interest rate swap values are based on the LIBOR forward curve, which is observable at commonly quoted intervals for the full terms of the swaps, it is considered a Level 2 input. Nonperformance risk is reflected in determining the fair value of the interest rate swaps by using the Company's credit spread less the risk-free interest rate, both of which are observable at commonly quoted intervals for the terms of the swaps. Thus, the adjustment for nonperformance risk is also considered a Level 2 input.

The fair values of accounts receivable and accounts payable at August 2, 2013 and August 3, 2012, approximate their carrying amounts because of their short duration. The fair value of the Company's variable rate debt, based on quoted market prices, which are considered Level 1 inputs, approximates its carrying amounts at August 2, 2013 and August 3, 2012.

#### 4. Inventories

Inventories were comprised of the following at:

	August 2, 2013	August 3, 2012
Retail	\$ 112,736	\$ 108,846
Restaurant	20,214	19,728
Supplies	13,737	14,693
Total	\$ 146,687	\$ 143,267

#### 5. Debt

On July 9, 2011, the Company entered into a five-year \$750,000 credit facility (the "Credit Facility") consisting of a \$250,000 term loan and a \$500,000 revolving credit facility (the "Revolving Credit Facility").

Long-term debt consisted of the following at:

	August 2, 2013	August 3, 2012
Revolving Credit Facility expiring on July 8, 2016	\$ 212,500	\$ 312,500
Term loan payable on or before July 8, 2016	187,500	212,500
Note payable	--	142
	400,000	525,142
Current maturities	--	(106)
Long-term debt	\$ 400,000	\$ 525,036

The aggregate maturities of long-term debt subsequent to August 2, 2013 are as follows:

Year		
2014		\$ --
2015		25,000
2016		375,000
Total		\$ 400,000

At August 2, 2013, the Company had \$28,971 of standby letters of credit, which reduce the Company's availability under the Revolving Credit Facility (see Note 16). At August 2, 2013, the Company had \$258,529 in borrowing availability under the Revolving Credit Facility.

In accordance with the Credit Facility, outstanding borrowings bear interest, at the Company's election, either at LIBOR or prime plus a percentage point spread based on certain specified financial ratios. At August 2, 2013 and August 3, 2012, the Company's outstanding borrowings were swapped at weighted average interest rates of 3.73% and 7.57%, respectively (see Note 6 for information on the Company's interest rate swaps).

The Credit Facility contains customary financial covenants, which include maintenance of a maximum consolidated total leverage ratio and a minimum consolidated interest coverage ratio. At August 2, 2013 and August 3, 2012, the Company was in compliance with all debt covenants.

The Credit Facility also imposes restrictions on the amount of dividends the Company is permitted to pay. Prior to the June 3, 2013 amendment described below, if there was no default existing and the total of the Company's availability under the Revolving Credit Facility plus the Company's cash and cash equivalents on hand is at least \$100,000 (the "liquidity requirements"), the Company could declare and pay cash dividends on its common stock if the aggregate amount of dividends paid in any fiscal year is less than 20% of Consolidated EBITDA from continuing operations (as defined in the Credit Facility) (the "20% limitation") during the immediately preceding fiscal year. In any event, as long as the liquidity requirements were met, dividends could be declared and paid in any fiscal year up to the amount of dividends permitted and paid in the preceding fiscal year without regard to the 20% limitation.

Effective June 3, 2013, the Company amended the Credit Facility to provide more flexibility with regard to the dividends the Company is permitted to pay. Under the amended Credit Facility, if there is no default existing and the liquidity requirements are met, the Company may declare and pay cash dividends on shares of its common stock if the aggregate amount of dividends paid in any fiscal year is less than the sum of (1) the 20% limitation and (2) \$100,000 (less the amount of any share repurchases during the current fiscal year), provided the Company's consolidated total leverage ratio is 3.25 to 1.00 or less. In any event, as long as the liquidity requirements are met, dividends may be declared and paid in any fiscal year up to the amount of dividends permitted and paid in the preceding fiscal year without regard to the 20% limitation.

## 6. Derivative Instruments and Hedging Activities

For each of the Company's interest rate swaps, the Company has agreed to exchange with a counterparty the difference between fixed and variable interest amounts calculated by reference to an agreed-upon notional principal amount. The interest rates on the portion of the Company's outstanding debt covered by its interest rate swaps is fixed at the rates in the table below plus the Company's credit spread. The Company's credit spreads at August 2, 2013 and August 3, 2012 were 1.50% and 2.00%, respectively. All of the Company's interest rate swaps are accounted for as cash flow hedges.

A summary of the Company's interest rate swaps at August 2, 2013 is as follows:

Trade Date	Effective Date	Term (in Years)	Notional Amount	Fixed Rate
August 10, 2010	May 3, 2013	2	\$ 200,000	2.73%
July 25, 2011	May 3, 2013	2	50,000	2.00%
July 25, 2011	May 3, 2013	3	50,000	2.45%
September 19, 2011	May 3, 2013	2	25,000	1.05%
September 19, 2011	May 3, 2013	2	25,000	1.05%
December 7, 2011	May 3, 2013	3	50,000	1.40%
March 18, 2013	May 3, 2015	3	50,000	1.51%
April 8, 2013	May 3, 2015	2	50,000	1.05%
April 15, 2013	May 3, 2015	2	50,000	1.03%
April 22, 2013	May 3, 2015	3	25,000	1.30%
April 25, 2013	May 3, 2015	3	25,000	1.30%

The Company's seven-year interest rate swap, which was entered into on May 4, 2006, expired on May 3, 2013. This interest rate swap had a notional amount of \$525,000 prior to expiration and a fixed rate of 5.57%.

The estimated fair values of the Company's derivative instruments were as follows:

(See Note 3)	Balance Sheet Location	August 2, 2013	August 3, 2012
Interest rate swaps	Other assets	\$ 883	\$ --
Interest rate swap	Current interest rate swap liability	\$ --	\$ 20,215
Interest rate swaps	Long-term interest rate swap liability	11,644	14,166
Total liabilities		\$ 11,644	\$ 34,381

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The estimated fair values of the Company's interest rate swap assets and liabilities incorporate the Company's non-performance risk. The adjustment related to the Company's non-performance risk at August 2, 2013 and August 3, 2012 resulted in reductions of \$123 and \$851, respectively, in the total fair value of the interest rate swap asset and liabilities. The offset to the interest rate swap assets and liabilities is recorded in accumulated other comprehensive loss ("AOCL"), net of the deferred tax assets, and will be reclassified into earnings over the term of the underlying debt. As of August 2, 2013, the estimated pre-tax portion of AOCL that is expected to be reclassified into earnings over the next twelve months is \$5,915. Cash flows related to the interest rate swaps are included in interest expense and in operating activities.

The following table summarizes the pre-tax effects of the Company's derivative instruments on AOCL for each of the three years:

	Amount of Income Recognized in AOCL on Derivatives (Effective Portion)		
	2013	2012	2011
Cash flow hedges:			
Interest rate swaps	\$ 23,620	\$ 17,223	\$ 14,677

The following table summarizes the pre-tax effects of the Company's derivative instruments on income for each of the three years:

	Location of Loss Reclassified from AOCL into Income (Effective Portion)	Amount of Loss Reclassified from AOCL into Income (Effective Portion)		
	2013	2012	2011	
Cash flow hedges:				
Interest rate swaps	Interest expense	\$ 20,773	\$ 35,903	\$ 30,355

Any portion of the fair value of the interest rate swaps determined to be ineffective will be recognized currently in earnings. No ineffectiveness has been recorded in 2013, 2012 and 2011.

## 7. Share Repurchases

In 2013 and 2012, subject to a maximum amount as specified in the table below and the limits imposed by the Credit Facility, the Company was authorized to repurchase shares at management's discretion. Additionally, in 2011, the Company was authorized to repurchase shares to offset share dilution that resulted from the issuance of shares under its equity compensation plans up to the maximum aggregate purchase price amount as specified in the table below. In 2014, the Company has been authorized to repurchase shares at management's discretion up to a maximum aggregate purchase price of \$50,000.

The following table summarizes our share repurchases for the last three years:

	2013	2012	2011
Maximum aggregate purchase price	\$ 100,000	\$ 65,000	\$ 65,000
Cost of shares repurchased	\$ 3,570	\$ 14,923	\$ 33,563
Shares of common stock repurchased	44,300	265,538	676,600

## 8. Segment Information

Cracker Barrel stores represent a single, integrated operation with two related and substantially integrated product lines. The operating expenses of the restaurant and retail product lines of a Cracker Barrel store are shared and are indistinguishable in many respects. Accordingly, the Company manages its business on the basis of one reportable operating segment. All of the Company's operations are located within the United States.

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Total revenue was comprised of the following at:

	2013	2012	2011
Restaurant	\$ 2,104,768	\$ 2,054,127	\$ 1,934,049
Retail	539,862	526,068	500,386
<b>Total revenue</b>	<b>\$ 2,644,630</b>	<b>\$ 2,580,195</b>	<b>\$ 2,434,435</b>

**9. Impairment and Store Dispositions, Net**

Impairment and store dispositions, net consisted of the following for the past three years:

	2013	2012	2011
Impairment	\$ --	\$ --	\$ 3,219
Gains on disposition of stores	--	--	(4,109)
Store closing costs	--	--	265
<b>Total</b>	<b>\$ --</b>	<b>\$ --</b>	<b>\$ (625)</b>

The Company did not incur any impairment charges, gains on disposition of stores or store closing costs in 2013 or 2012. During 2011, the Company recorded impairment charges of \$1,044 and \$2,175, respectively, for office space which is classified as property held for sale and for a leased store. The leased store was impaired because of declining operating performance and resulting negative cash flow projections.

During 2011, the Company's gain on disposition of stores included gains resulting from the sale of two closed stores and a condemnation award resulting from an eminent domain proceeding. The Company received net proceeds of \$1,054 from the sale of the two closed stores, which resulted in a gain of \$485. The condemnation award consisted of net proceeds of \$6,576, which resulted in a gain of \$3,624. In 2011, the Company closed the store on which the condemnation award was received.

**10. Leases**

As of August 2, 2013, the Company operated 212 stores in leased facilities and also leased certain land, a retail distribution center and advertising billboards.

Rent expense under operating leases, including the sale-leaseback transactions discussed below, for each of the three years was:

Year	Minimum	Contingent	Total
2013	\$ 70,095	\$ 232	\$ 70,327
2012	67,651	276	67,927
2011	65,878	179	66,057

The following is a schedule by year of the future minimum rental payments required under the Company's operating leases as of August 2, 2013:

Year	Total
2014	\$ 59,075
2015	47,030
2016	42,316
2017	40,324
2018	40,716
Later years	536,983
<b>Total</b>	<b>\$ 766,444</b>

## Sale-Leaseback Transactions

In 2009, the Company completed sale-leaseback transactions involving 15 of its owned stores and its retail distribution center. Under the transactions, the land, buildings and improvements at the locations were sold and leased back for terms of 20 and 15 years, respectively. Equipment was not included. The leases include specified renewal options for up to 20 additional years.

The Company leases 65 of its stores pursuant to a sale-leaseback transaction which closed in 2000. Under the transaction, the land, buildings and building improvements at the locations were sold and leased back for a term of 21 years. The leases for these stores include specified renewal options for up to 20 additional years and have certain financial covenants related to fixed charge coverage for the leased stores. At August 2, 2013 and August 3, 2012, the Company was in compliance with these covenants.

## 11. Share-Based Compensation

### Stock Compensation Plans

The Company's employee compensation plans are administered by the Compensation Committee of the Company's Board of Directors (the "Committee"). The Committee is authorized to determine, at time periods within its discretion and subject to the direction of the Board of Directors, which employees will be granted awards, the number of shares covered by any awards granted, and within applicable limits, the terms and provisions relating to the exercise and vesting of any awards.

The Company has one active compensation plan, the 2010 Omnibus Incentive Compensation Plan (the "2010 Omnibus Plan"), for employees and non-employee directors which authorizes the granting of nonvested stock awards, performance-based MSU Grants, stock options and other types of share-based awards. The Company also has stock options and nonvested stock outstanding under three other compensation plans ("Prior Plans") in which no future grants may be made.

The 2010 Omnibus Plan allows the Committee to grant awards for an aggregate of 1,500,000 shares of the Company's common stock. However, this share reserve is increased by shares awarded under this and Prior Plans which are forfeited, expired, settled for cash and shares withheld by the Company in payment of a tax withholding obligation. Additionally, this share reserve was decreased by shares granted from Prior Plans after July 30, 2010 until December 1, 2010. At August 2, 2013, the number of shares authorized for future issuance under the Company's active plan is 1,174,925.

The following table summarizes the number of outstanding awards under each plan at August 2, 2013:

2010 Omnibus Plan	390,759
2000 Non-Executive Stock Option Plan	12,083
Amended and Restated Stock Option Plan	43,107
2002 Omnibus Incentive Compensation Plan	50,948
Total	496,897

### Types of Share-Based Awards

#### Nonvested Stock

Nonvested stock awards consist of the Company's common stock and generally vest over 1–3 years. Generally, the fair value of each nonvested stock award is equal to the market price of the Company's stock at the date of grant reduced by the present value of expected dividends to be paid prior to the vesting period, discounted using an appropriate risk-free interest rate. Other nonvested stock awards accrue dividends and their fair value is equal to the market price of the Company's stock at the date of the grant. Dividends are forfeited for any nonvested stock awards that do not vest.

The Company's nonvested stock awards include its long-term performance plans which were established by the Committee for the purpose of rewarding certain officers with shares of the Company's common stock if the Company achieved certain performance targets. The stock awards under the long-term performance plans are calculated or estimated based on achievement of financial performance measures.

The following table summarizes the performance periods and vesting periods for the Company's nonvested stock awards under its long-term performance plans at August 2, 2013:

Long-Term Performance Plan ("LTPP")	Performance Period	Vesting Period (in Years)
2012 LTPP	2012 - 2013	2
2013 LTPP	2013 - 2014	2 or 3

The following table summarizes the shares that have been accrued under the 2012 LTPP and 2013 LTPP at August 2, 2013:

2012 LTPP	157,356
2013 LTPP	36,436

A summary of the Company's nonvested stock activity as of August 2, 2013, and changes during 2013 are presented in the following table:

Nonvested Stock	Shares	Weighted-Average Grant Date Fair Value
Unvested at August 3, 2012	80,190	\$ 41.97
Granted	134,145	67.68
Vested	(130,481)	57.06
Forfeited	(1,000)	42.21
Unvested at August 2, 2013	82,854	\$ 59.83

The following table summarizes the total fair value of nonvested stock that vested for each of the three years:

	2013	2012	2011
Total fair value of nonvested stock	\$ 7,445	\$ 12,981	\$ 4,393

#### Performance-Based Market Stock Units

In 2011, the Company began awarding MSU Grants instead of stock options. Pursuant to the approval of the 2010 Omnibus Plan on December 1, 2010, the stock options granted on September 22, 2011 were defeased and replaced with MSU Grants to seven executives. The stock option awards would have vested at a cumulative rate of 33% per year beginning on the first anniversary of the grant date. The MSU Grants will vest at the end of the three-year performance period. The defeasance of the stock options and the replacement award of the MSU Grants were accounted for as a modification and resulted in incremental compensation expense of \$1,221.

The number of MSU Grants that will ultimately be awarded and will vest at the end of the applicable three-year performance period for each annual plan is based on total shareholder return, which is defined as the change in the Company's stock price plus dividends paid during the performance period. The number of shares awarded at the end of the performance period will vary in direct proportion to a target number of shares set at the beginning of the period, up to a maximum of 150% of target, based on the change in the Company's cumulative total shareholder return over the performance period. The probability of the actual shares expected to be earned is considered in the grant date valuation; therefore, the expense will not be adjusted to reflect the actual units earned. In addition to a service requirement, the vesting of the MSU Grants is also subject to the achievement of a specified level of operating income during the performance period. If this performance goal is not met, no MSU Grants will be awarded and no compensation expense will be recorded.

The fair value of the MSU Grants is determined using the Monte-Carlo simulation model, which simulates a range of possible future stock prices and estimates the probabilities of the potential payouts. This model uses the average prices for the 60-consecutive calendar days beginning 30 days prior to and ending 30 days after the first business day of the performance period. This model also incorporates the following ranges of assumptions:

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- The expected volatility is a blend of implied volatility based on market-traded options on our stock and historical volatility of our stock over the period commensurate with the three-year performance period.
- The risk-free interest rate is based on the U.S. Treasury rate assumption commensurate with the three-year performance period.
- The expected dividend yield is based on our current dividend yield as the best estimate of projected dividend yield for periods within the three-year performance period.

The following assumptions were used in determining the fair value for the Company's MSU Grants:

	Year Ended		
	August 2, 2013	August 3, 2012	July 29, 2011
Dividend yield range	3.0%	2.2%	1.6%
Expected volatility	27%	45%	43%
Risk-free interest rate	0.3%	0.3%	0.8%

The following table summarizes the shares that have been accrued under the 2011 MSU Grants, 2012 MSU Grants and the 2013 MSU Grants at August 2, 2013:

	Shares
2011 MSU Grants	41,963
2012 MSU Grants	56,301
2013 MSU Grants	20,849

#### Stock Options

Prior to 2012, stock options were granted with an exercise price equal to the market price of the Company's stock on the grant date; those option awards generally vest at a cumulative rate of 33% per year beginning on the first anniversary of the grant date and expire ten years from the date of grant. No stock options were granted in 2012 or 2013.

The fair value of each option award was estimated on the date of grant using a binomial lattice-based option valuation model, which incorporates ranges of assumptions for inputs as shown in the following table.

	Year Ended
	July 29, 2011*
Dividend yield range	1.7%
Expected volatility	40%
Risk-free interest rate range	0.3%- 4.6%
Expected term (in years)	6.6*

\*Stock options granted in 2011 were defeased and replaced with MSU Grants (see sub-section above entitled "Performance-Based Market Stock Units").

A summary of the Company's stock option activity as of August 2, 2013, and changes during 2013 are presented in the following table:

Fixed Options	Shares	Weighted-Average Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at August 3, 2012	403,957	\$ 33.22		
Granted	--	--		
Exercised	(273,706)	32.66		
Forfeited	--	--		
Canceled	(29,113)	24.98		
Outstanding at August 2, 2013	101,138	\$ 37.12	2.61	\$ 6,455
Exercisable	101,138	\$ 37.12	2.61	\$ 6,455

The following table summarizes the weighted-average grant-date fair values of options granted and the total intrinsic values of options exercised during each of the three years:

	2013	2012	2011
Weighted-average grant-date fair values of options granted	\$ --	\$ --	\$ 16.81
Total intrinsic values of options exercised*	\$ 10,526	\$ 14,859	\$ 11,713

\*The intrinsic value for stock options is defined as the difference between the current market value and the grant price.  
Compensation Expense

The following table highlights the components of share-based compensation expense for each of the three years:

	2013	2012	2011
Nonvested stock awards	\$ 15,416	\$ 11,440	\$ 6,652
MSU Grants	2,335	1,690	989
Stock options	88	1,290	2,155
<b>Total compensation expense</b>	<b>\$ 17,839</b>	<b>\$ 14,420</b>	<b>\$ 9,796</b>

The following table highlights the total unrecognized compensation expense related to nonvested stock, stock options and MSU Grants and the weighted-average periods over which the expense is expected to be recognized as of August 2, 2013:

	Nonvested Stock	Stock Options	MSU Grants
Total unrecognized compensation	\$ 3,122	\$ --	\$ 2,216
Weighted-average period in years	2.41	--	1.73

The following table highlights the total income tax benefit recognized in the Consolidated Statements of Income for each of the three years:

	2013	2012	2011
<b>Total income tax benefit</b>	<b>\$ 5,221</b>	<b>\$ 4,254</b>	<b>\$ 2,576</b>

During 2013, cash received from the exercise of share-based compensation awards and the corresponding issuance of 366,603 shares was \$6,454. The excess tax benefit realized upon exercise of share-based compensation awards was \$2,332.

## 12. Shareholder Rights Plan

On April 9, 2012, the Company's Board of Directors adopted a shareholder rights plan, as set forth in the Rights Agreement dated as of April 9, 2012 by and between the Company and American Stock Transfer & Trust Company, LLC, as rights agent (the "Rights Agreement"). Pursuant to the terms of the Rights Agreement, the Board of Directors declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of common stock, par value \$0.01 per share. The dividend was payable on April 20, 2012 to the shareholders of record as of the close of business on April 20, 2012.

### The Rights

The Rights initially trade with, and are inseparable from, the Company's common stock. The Rights are evidenced only by the balances indicated in the book-entry account system of the transfer agent for the Company's common stock or, in the case of certificated shares, the certificates that represent such shares of common stock. New Rights will accompany any new shares of common stock the Company issues after April 20, 2012 until the earlier of the Distribution Date, redemption of the Rights by the Board of Directors or the final expiration date of the Rights Agreement, each as described below.

## Exercise Price

Each Right will allow its holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock (“Preferred Share”) for \$200.00, once the Rights become exercisable. This portion of a Preferred Share will give the shareholder approximately the same dividend and liquidation rights as would one share of common stock. Prior to exercise, the Right does not give its holder any dividend, voting, or liquidation rights.

Based on the terms of the Rights Agreement, the Rights will not be exercisable until 10 days after the public announcement that a person or group has become an “Acquiring Person” by obtaining beneficial ownership of 20% or more of the Company’s outstanding common stock (the “Distribution Date”).

Until the Distribution Date, the balances in the book-entry accounting system of the transfer agent for the Company’s common stock or, in the case of certificated shares, common stock certificates, will evidence the Rights, and any transfer of shares of common stock will constitute a transfer of Rights. After the Distribution Date, the Rights will separate from the common stock and will be evidenced by book-entry credits or by Rights certificates that the Company will mail to all eligible holders of common stock. Any Rights held by an Acquiring Person or any associate or affiliate thereof will be void and may not be exercised.

After the Distribution Date, each Right will generally entitle the holder, except the Acquiring Person or any associate or affiliate thereof, to acquire, for the exercise price of \$200.00 per Right (subject to adjustment as provided in the Rights Agreement), shares of the Company’s common stock (or, in certain circumstances, Preferred Shares) having a market value equal to twice the Right’s then-current exercise price. In addition, if the Company is later acquired in a merger or similar transaction after the Distribution Date, each Right will generally entitle the holder, except the Acquiring Person or any associate or affiliate thereof, to acquire, for the exercise price of \$200.00 per Right (subject to adjustment as provided in the Rights Agreement), shares of the acquiring corporation having a market value equal to twice the Right’s then-current exercise price.

At August 2, 2013, none of the Rights were exercisable.

## Preferred Share Provisions

Each one one-hundredth of a Preferred Share, if issued:

- will not be redeemable.
- will entitle holders to quarterly dividend payments of \$0.01 per share, or an amount equal to the dividend paid on one share of common stock, whichever is greater.
- will entitle holders upon liquidation either to receive \$1.00 per share or an amount equal to the payment made on one share of common stock, whichever is greater.
- will have the same voting power as one share of common stock.
- if shares of the Company’s common stock are exchanged via merger, consolidation, or a similar transaction, will entitle holders to a per share payment equal to the payment made on one share of common stock.

The value of one one-hundredth of a Preferred Share will generally approximate the value of one share of common stock.

## Redemption

The Board of Directors may redeem the Rights for \$0.01 per Right at any time before any person or group becomes an Acquiring Person. If the Board of Directors redeems any Rights, it must redeem all of the Rights. Once the Rights are redeemed, the only right of the holders of Rights will be to receive the redemption price of \$0.01 per Right. The redemption price will be adjusted if the Company has a stock split or stock dividends of its common stock.

## Qualifying Offer Provision

The Rights would also not interfere with all-cash, fully financed tender offers for all shares of common stock that remain open for a minimum of 60 business days, are subject to a minimum condition of a majority of the outstanding shares and provide for a 20 business day “subsequent offering period” after consummation (such offers are referred to as “qualifying offers”). In the event the Company receives a qualifying offer and the Board of Directors has not redeemed the Rights prior to the consummation of such offer, the consummation of the qualifying offer shall not cause the offeror or its affiliates or associates to become an Acquiring Person, and the Rights will immediately expire upon consummation of the qualifying offer.

### Exchange

After a person or group becomes an Acquiring Person, but before an Acquiring Person owns 50% or more of the Company’s outstanding common stock, the Board of Directors may extinguish the Rights by exchanging one share of common stock or an equivalent security for each Right, other than Rights held by the Acquiring Person.

### Anti-Dilution Provisions

The Board of Directors may adjust the purchase price of the Preferred Shares, the number of Preferred Shares issuable and the number of outstanding Rights to prevent dilution that may occur from a stock dividend, a stock split, a reclassification of the Preferred Shares or common stock.

### Amendments

The terms of the Rights Agreement may be amended by the Board of Directors without the consent of the holders of the Rights. After a person or group becomes an Acquiring Person, the Board of Directors may not amend the agreement in a way that adversely affects holders of the Rights.

### Expiration

The Rights Agreement will expire on April 9, 2015.

## 13. Employee Savings Plans

The Company sponsors a qualified defined contribution retirement plan (“401(k) Savings Plan”) covering salaried and hourly employees who have completed ninety days of service and have attained the age of twenty-one. This plan allows eligible employees to defer receipt of up to 50% of their compensation, as defined in the plan. The Company also sponsors a non-qualified defined contribution retirement plan (“Non-Qualified Savings Plan”) covering highly compensated employees, as defined in the plan. This plan allows eligible employees to defer receipt of up to 50% of their base compensation and 100% of their eligible bonuses, as defined in the plan.

Contributions under both plans may be invested in various investment funds at the employee’s discretion. Such contributions, including the Company’s matching contributions described below, may not be invested in the Company’s common stock. In 2013, 2012 and 2011, the Company matched 25% of employee contributions for each participant in either plan up to a total of 6% of the employee’s compensation. Employee contributions vest immediately while Company contributions vest 20% annually beginning on the first anniversary of a contribution date and are vested 100% on the fifth anniversary of such contribution date.

At the inception of the Non-Qualified Savings Plan, the Company established a Rabbi Trust to fund the plan’s obligations. The market value of the trust assets for the Non-Qualified Savings Plan of \$25,263 is included in other assets and the related liability to the participants of \$25,263 is included in other long-term obligations in the Consolidated Balance Sheets. Company contributions under both plans are recorded as either labor and other related expenses or general and administrative expenses in the Consolidated Statements of Income.

The following table summarizes the Company's contributions for each plan for each of the three years:

	2013	2012	2011
401(k) Savings Plan	\$ 2,180	\$ 2,026	\$ 1,986
Non-Qualified Savings Plan	241	283	388

#### 14. Income Taxes

The components of the provision for income taxes for each of the three years were as follows:

	2013	2012	2011
Current:			
Federal	\$ 44,853	\$ 34,074	\$ 17,231
State	4,375	7,928	5,577
Deferred:			
Federal	(4,365)	886	9,019
State	3,654	319	(1,344)
Total provision for income taxes	\$ 48,517	\$ 43,207	\$ 30,483

A reconciliation of the Company's provision for income taxes and income taxes based on the statutory U.S. federal rate of 35% was as follows:

	2013	2012	2011
Provision computed at federal statutory income tax rate	\$ 58,024	\$ 51,201	\$ 40,492
State and local income taxes, net of federal benefit	5,698	6,424	3,050
Employer tax credits for FICA taxes paid on employee tip income	(9,635)	(9,114)	(8,351)
Other employer tax credits	(5,927)	(4,938)	(5,098)
Other-net	357	(366)	390
Total provision for income taxes	\$ 48,517	\$ 43,207	\$ 30,483

Significant components of the Company's net deferred tax liability consisted of the following at:

	August 2, 2013	August 3, 2012
Deferred tax assets:		
Compensation and employee benefits	\$ 16,750	\$ 14,803
Deferred rent	13,535	12,162
Accrued liabilities	12,766	12,988
Insurance reserves	12,091	12,308
Inventory	5,669	5,293
Other	4,437	13,609
Deferred tax assets	\$ 65,248	\$ 71,163
Deferred tax liabilities:		
Property and equipment	\$ 94,179	\$ 96,783
Inventory	13,700	12,956
Other	9,550	9,402
Deferred tax liabilities	117,429	119,141
Net deferred tax liability	\$ 52,181	\$ 47,978

The Company provided no valuation allowance against deferred tax assets recorded as of August 2, 2013 and August 3, 2012, as the "more-likely-than-not" valuation method determined all deferred assets to be fully realizable in future taxable periods.

The Company believes that adequate amounts of tax, interest and penalties have been provided for potential tax uncertainties. As of August 2, 2013 and August 3, 2012, the Company's gross liability for uncertain tax positions, exclusive of interest and penalties, was \$20,972 and \$18,098, respectively. Summarized below is a tabular reconciliation of the beginning and ending balance of the Company's total gross liability for uncertain tax positions exclusive of interest and penalties:

	August 2, 2013	August 3, 2012	July 29, 2011
Balance at beginning of year	\$ 18,098	\$ 14,167	\$ 12,965
Tax positions related to the current year:			
Additions	3,731	3,326	2,616
Reductions	--	--	--
Tax positions related to the prior year:			
Additions	191	2,556	987
Reductions	(280)	(1,043)	(24)
Settlements	--	--	--
Expiration of statute of limitations	(768)	(908)	(2,377)
Balance at end of year	\$ 20,972	\$ 18,098	\$ 14,167

If the Company were to prevail on all uncertain tax positions, the reversal of this accrual would be a tax benefit to the Company and impact the effective tax rate. The following table highlights the amount of uncertain tax positions, exclusive of interest and penalties, which, if recognized, would affect the effective tax rate for each of the three years:

	2013	2012	2011
Uncertain tax positions	\$ 13,631	\$ 11,764	\$ 9,209

The Company had \$7,869, \$6,605 and \$5,380 in interest and penalties accrued as of August 2, 2013, August 3, 2012 and July 29, 2011, respectively.

The Company recognized accrued interest and penalties related to unrecognized tax benefits of \$1,264, \$1,225 and \$878 in its provision for income taxes in August 2, 2013, August 3, 2012 and July 29, 2011, respectively.

In many cases, the Company's uncertain tax positions are related to tax years that remain subject to examination by the relevant taxing authorities. Based on the outcome of these examinations or as a result of the expiration of the statutes of limitations for specific taxing jurisdictions, it is reasonably possible that the related uncertain tax positions taken regarding previously filed tax returns could decrease from those recorded as liabilities for uncertain tax positions in the Company's financial statements at August 2, 2013 by approximately \$1,000 to \$2,000 within the next twelve months. At August 2, 2013, the Company was subject to income tax examinations for its U.S. federal income taxes after 2009 and for state and local income taxes generally after 2009.

## 15. Net Income Per Share and Weighted Average Shares

The following table reconciles the components of diluted earnings per share computations:

	2013	2012	2011
Net income per share numerator	\$ 117,265	\$ 103,081	\$ 85,208
Net income per share denominator:			
Basic weighted average shares outstanding	23,708,875	23,067,566	22,998,200
Add potential dilution:			
Stock options, nonvested stock awards and MSU Grants	239,446	340,560	636,475
Diluted weighted average shares outstanding	23,948,321	23,408,126	23,634,675

## 16. Commitments and Contingencies

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

The Company maintains insurance coverage for various aspects of its business and operations. The Company has elected, however, to retain all or 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. See Note 2 for a further discussion of insurance and insurance reserves.

Related to its insurance coverage, the Company is contingently liable pursuant to standby letters of credit as credit guarantees to certain insurers. As of August 2, 2013, the Company had \$28,971 of standby letters of credit related to securing reserved claims under workers' compensation insurance. All standby letters of credit are renewable annually and reduce the Company's borrowing availability under its Revolving Credit facility (see Note 5).

As of August 2, 2013, the Company is secondarily liable for lease payments associated with two properties. The Company is not aware of any non-performance under these lease arrangements that would result in the Company having to perform in accordance with the terms of those guarantees, and therefore, no provision has been recorded in the Consolidated Balance Sheets for amounts to be paid in case of non-performance by the third parties.

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

#### 17. Quarterly Financial Data (Unaudited)

Quarterly financial data for 2013 and 2012 are summarized as follows:

	<u>1<sup>st</sup> Quarter</u>	<u>2<sup>nd</sup> Quarter</u>	<u>3<sup>rd</sup> Quarter</u>	<u>4<sup>th</sup> Quarter<sup>(a)</sup></u>
<b>2013</b>				
Total revenue	\$ 627,451	\$ 702,671	\$ 640,407	\$ 674,101
Gross profit	429,593	458,484	438,425	463,444
Income before income taxes	34,596	46,904	33,978	50,304
Net income	23,192	35,168	24,602	34,303
Net income per share – basic	\$ 0.98	\$ 1.48	\$ 1.04	\$ 1.44
Net income per share – diluted	\$ 0.97	\$ 1.47	\$ 1.02	\$ 1.43
<b>2012</b>				
Total revenue	\$ 598,437	\$ 673,234	\$ 608,514	\$ 700,010
Gross profit	412,130	437,843	418,899	483,839
Income before income taxes	33,489	36,312	27,935	48,552
Net income	23,802	25,609	18,974	34,696
Net income per share – basic	\$ 1.04	\$ 1.11	\$ 0.82	\$ 1.49
Net income per share – diluted	\$ 1.03	\$ 1.10	\$ 0.81	\$ 1.47

(a) The Company's fourth quarter of 2012 consisted of 14 weeks.

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

None.

## ITEM 9A. CONTROLS AND PROCEDURES

Our management, with the participation of our principal executive and financial officers, including the Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) as of the end of the period covered by this report. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer each concluded that, as of August 2, 2013, our disclosure controls and procedures were effective.

There have been no changes (including corrective actions with regard to significant deficiencies and material weaknesses) during the quarter ended August 2, 2013 in our internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### Management's Report on Internal Control over Financial Reporting

We are responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act). We maintain a system of internal controls that is designed to provide reasonable assurance in a cost-effective manner as to the fair and reliable preparation and presentation of the consolidated financial statements, as well as to safeguard assets from unauthorized use or disposition.

Our control environment is the foundation for our system of internal control over financial reporting and is embodied in our Corporate Governance Guidelines, our Financial Code of Ethics, and our Code of Business Conduct and Ethics, all of which may be viewed on our website. They set the tone for our organization and include factors such as integrity and ethical values. Our internal control over financial reporting is supported by formal policies and procedures, which are reviewed, modified and improved as changes occur in business conditions and operations. Neither our disclosure controls and procedures nor our internal controls, however, can or will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the benefits of controls relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected.

We conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* (1992) issued by the Committee of Sponsoring Organizations of the Treadway Commission. This evaluation included review of the documentation of controls, evaluation of the design effectiveness of controls, testing of the operating effectiveness of controls and a conclusion on this evaluation. We have concluded that our internal control over financial reporting was effective as of August 2, 2013, based on these criteria.

In addition, Deloitte & Touche LLP, an independent registered public accounting firm, has issued an attestation report on our internal control over financial reporting, which is included herein.

/s/Sandra B. Cochran  
Sandra B. Cochran  
President and Chief Executive Officer

/s/Lawrence E. Hyatt  
Lawrence E. Hyatt  
Senior Vice President and Chief Financial Officer

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

**To the Board of Directors and Shareholders of Cracker Barrel Old Country Store, Inc.  
Lebanon, Tennessee**

We have audited the internal control over financial reporting of Cracker Barrel Old Country Store, Inc. and its subsidiaries (the "Company") as of August 2, 2013, based on criteria established in *Internal Control—Integrated Framework* (1992) issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of August 2, 2013, based on the criteria established in *Internal Control—Integrated Framework* (1992) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements of the Company as of and for the year ended August 2, 2013, and our report dated September 26, 2013, expressed an unqualified opinion on those consolidated financial statements.

/s/ Deloitte & Touche LLP

Nashville, Tennessee  
September 26, 2013

## ITEM 9B. OTHER INFORMATION

Ms. Cochran's employment agreement was amended and restated effective September 26, 2013. Pursuant to Ms. Cochran's employment agreement, she will receive an annual base salary of \$955,000 and an annual bonus opportunity with a target of 100% of annual base salary. Additionally, with respect to any of the Company's long-term incentive plans, all grants of which are currently performance-based, Ms. Cochran's target percentage under such plans will be 340% of annual base salary. Ms. Cochran will be eligible to participate in the benefit programs generally available to senior executive officers of the Company and will be entitled to an annual paid vacation commensurate with the Company's established vacation policy applicable to senior executive officers of the Company.

Ms. Cochran is also entitled to severance and change in control benefits under the terms of her employment agreement. In the event that Ms. Cochran's employment is terminated without cause or terminated by Ms. Cochran with good reason, Ms. Cochran will be entitled to receive (i) a lump sum payment of accrued obligations, including, among other things, annual base salary through the date of termination to the extent not previously paid and the pro-rata portion of the amounts payable under any then existing incentive or bonus plan applicable to Ms. Cochran for the portion of the year in which the termination occurs ("accrued obligations"), (ii) one and a half times the sum of (x) current annual base salary and (y) target current year bonus payable in installments ratably over 24 months, and (iii) a continuation of life, medical and disability insurance benefits for 24 months. Additionally, Ms. Cochran's agreement provides for acceleration of vesting of certain equity awards held by Ms. Cochran at the time of termination without cause or with good reason.

In the event that a change in control of the Company occurs prior to the expiration of the term of Ms. Cochran's employment agreement, and her employment is terminated without cause or terminated by Ms. Cochran with good reason within 90 days prior to or two years following the change in control, Ms. Cochran will be entitled to receive (i) a lump sum payment of accrued obligations, (ii) a lump sum payment of three times the sum of (x) current annual base salary and (y) target current year bonus, and (iii) a continuation of life, medical and disability insurance benefits for 24 months. Additionally, Ms. Cochran's agreement provides for acceleration of vesting of certain equity awards held by Ms. Cochran at the time of termination without cause or with good reason in connection with a change in control.

Pursuant to the terms of Ms. Cochran's employment agreement, if the Company ceases to employ Ms. Cochran in the capacity of Chief Executive Officer at any time following September 26, 2018 (expiration of the term) other than for cause, then the Company will pay Ms. Cochran one and a half times annual base salary in installments ratably over 18 months. The payment of the foregoing severance and change in control benefits, exclusive of certain accrued obligations, is subject to execution by Ms. Cochran of a release of claims against the Company. Ms. Cochran will be subject to noncompetition, nonsolicitation and confidentiality restrictions following the termination of her employment.

In addition, upon the expiration of the term of employment, Ms. Cochran will be subject to the form of Change in Control and Severance Agreement, substantially the same as entered into by the other executive officers of the Company, for a period of two years.

The foregoing description of Ms. Cochran's employment agreement is qualified in its entirety by reference to its full text, which is filed as Exhibit 10(dd) to this Annual Report on Form 10-K and is incorporated herein by reference.

## PART III

### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item with respect to directors of the Company is incorporated herein by this reference to the following sections of the 2013 Proxy Statement: "Board of Directors and Committees," "Proposal 1: Election of Directors," "Section 16(a) Beneficial Ownership Reporting Compliance" and "Certain Relationships and Related Transactions— Code of Ethics". The information required by this Item with respect to executive officers of the Company is set forth in Part I of this Annual Report on Form 10-K under the heading "Executive Officers of the Registrant."

**ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated herein by this reference to the following sections of the 2013 Proxy Statement: "Executive Compensation" and "Board of Directors and Committees—Compensation of Directors." The "Compensation Committee Report" set forth in "Executive Compensation" is deemed to be "furnished" and is not, and shall not be deemed to be, "filed" for purposes of Section 18 of the Exchange Act.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item is incorporated herein by this reference to the sections entitled "Stock Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" in the 2013 Proxy Statement.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated herein by this reference to the sections entitled "Certain Relationships and Related Transactions" and "Director Independence" in the 2013 Proxy Statement.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by this Item is incorporated herein by this reference to the sections entitled "Fees Paid to Auditors" and "Audit Committee Report" in the 2013 Proxy Statement. No other portion of the section of the 2013 Proxy Statement entitled "Audit Committee Report" is, nor shall it be deemed to be, incorporated by reference into this Annual Report on Form 10-K.

**PART IV**

**ITEM 15. EXHIBITS, AND FINANCIAL STATEMENT SCHEDULES**

- (a) List of documents filed as part of this report:
1. All financial statements – see Item 8.
  2. All schedules have been omitted since they are either not required or not applicable, or the required information is included.
  3. The exhibits listed in the accompanying Index to Exhibits immediately following the signature page to this Annual Report on Form 10-K.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on this 26<sup>th</sup> day of September, 2013.

## CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/Sandra B. Cochran  
Sandra B. Cochran,  
President and Chief Executive Officer

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 registrant in the capacities on this 26<sup>th</sup> day of September, 2013.

Name	Title
<u>/s/Sandra B. Cochran</u> Sandra B. Cochran	President, Chief Executive Officer and Director
<u>/s/Lawrence E. Hyatt</u> Lawrence E. Hyatt	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/P. Douglas Couvillion</u> P. Douglas Couvillion	Vice President, Corporate Controller (Principal Accounting Officer)
<u>/s/Thomas H. Barr</u> Thomas H. Barr	Director
<u>/s/James W. Bradford</u> James W. Bradford	Director and Chairman of the Board
<u>/s/Glenn A. Davenport</u> Glenn A. Davenport	Director
<u>/s/Richard J. Dobkin</u> Richard J. Dobkin	Director
<u>/s/Norman E. Johnson</u> Norman E. Johnson	Director
<u>/s/William W. McCarten</u> William W. McCarten	Director
<u>/s/Martha M. Mitchell</u> Martha M. Mitchell	Director
<u>/s/Coleman H. Peterson</u> Coleman H. Peterson	Director
<u>/s/Andrea M. Weiss</u> Andrea M. Weiss	Director

## INDEX TO EXHIBITS

Exhibit

3(I), 4(a)	Amended and Restated Charter of Cracker Barrel Old Country Store, Inc. (1)
3(II), 4(b)	Amended and Restated Bylaws of Cracker Barrel Old Country Store, Inc. (2)
4(c), 10(a)	Credit Agreement, dated as of July 8, 2011, among Cracker Barrel Old Country Store, Inc., the Subsidiary Guarantors named therein, the Lenders party thereto, and Wells Fargo Bank, National Association as Administrative Agent and Collateral Agent (3)
4(d)	Rights Agreement, dated as of April 9, 2012, between Cracker Barrel Old Country Store, Inc. and American Stock Transfer & Trust Company, LLC, as rights agent (4)
4(e), 10(b)	First Amendment to Credit Agreement, dated as of April 24, 2012 (5)
4(f), 10(c)	Second Amendment to Credit Agreement, dated as of May 31, 2013 (6)
10(d)	CBRL Group, Inc. 2000 Non-Executive Stock Option Plan <sup>†</sup> (7)
10(e)	Cracker Barrel Old Country Store, Inc. 1989 Stock Option Plan for Non-Employee Directors <sup>†</sup> (8)
10(f)	CBRL Group, Inc. Form of Restricted Stock Award Notice <sup>†</sup> (9)
10(g)	Form of Stock Option Award under the CBRL Group, Inc. 2002 Omnibus Incentive Compensation Plan <sup>†</sup> (10)
10(h)	Change in Control Agreement with Edward A. Greene, dated June 22, 2006, as amended May 22, 2012 <sup>†</sup> (11)
10(i)	Change in Control Agreement with Douglas E. Barber, dated April 23, 2008, as amended May 22, 2012 <sup>†</sup> (12)
10(j)	Change in Control Agreement with Christopher A. Ciavarra, dated February 1, 2010, as amended May 22, 2012 <sup>†*</sup> (13)
10(k)	Form of Change in Control Agreement with Lawrence E. Hyatt, effective January 3, 2011, as amended May 22, 2012 <sup>†</sup> (14)
10(l)	Form of Change in Control and Severance Agreement between Cracker Barrel Old Country Store, Inc. and certain of its named officers <sup>†</sup> (15)
10(m)	Schedule identifying material differences among the Change in Control and Severance Agreements <sup>†</sup> (16)
10(n)	Master Lease, dated July 21, 2000, between Country Stores Property I, LLC, as Lessor, and Cracker Barrel Old Country Store, Inc., as Lessee, for lease of 21 Cracker Barrel Old Country Store® sites (17)
10(o)	Master Lease, dated July 31, 2000, between Country Stores Property I, LLC, as Lessor, and Cracker Barrel Old Country Store, Inc., as Lessee, for lease of 9 Cracker Barrel Old Country Store® sites**
10(p)	Master Lease, dated July 31, 2000, between Country Stores Property II, LLC, as Lessor, and Cracker Barrel Old Country Store, Inc., as Lessee, for lease of 23 Cracker Barrel Old Country Store® sites**

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10(q)	Master Lease, dated July 31, 2000, between Country Stores Property III, LLC, as Lessor, and Cracker Barrel Old Country Store, Inc., as Lessee, for lease of 12 Cracker Barrel Old Country Store® sites**
10(r)	Cracker Barrel Old Country Store, Inc. Amended and Restated Stock Option Plan (as amended to date) <sup>†</sup> (17)
10(s)	Cracker Barrel Old Country Store, Inc. Corporate Policy—Severance Benefits Policy (as amended to date) <sup>†</sup> (18)
10(t)	Amendment No. 1 to Retention Agreement with Sandra B. Cochran, dated March 11, 2009, as amended September 12, 2011 <sup>†</sup> (19)
10(u)	Cracker Barrel Old Country Store, Inc. 2002 Omnibus Incentive Compensation Plan (as amended to date) <sup>†</sup> (20)
10(v)	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2011 Long-Term Performance Plan <sup>†</sup> (21)
10(w)	Cracker Barrel Old Country Store, Inc. 2010 Omnibus Stock and Incentive Plan <sup>†</sup> (22)
10(x)	Cracker Barrel Old Country Store, Inc. Form of Performance-Based Stock Unit Award <sup>†</sup> (23)
10(y)	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2012 Long-Term Performance Plan <sup>†</sup> (24)
10(z)	Cracker Barrel Old Country Store, Inc. Non-Qualified Savings Plan (as amended to date) <sup>†</sup> (25)
10(aa)	Cracker Barrel Old Country Store, Inc. Deferred Compensation Plan <sup>†</sup> (26)
10(bb)	Amendment to Deferred Compensation Plan <sup>†</sup> (27)
10(cc)	Executive Employment Agreement with Sandra B. Cochran, dated as of September 12, 2011 <sup>†</sup> (28)
<u>10(dd)</u>	Executive Employment Agreement with Sandra B. Cochran, dated as of September 26, 2013 (filed herewith) <sup>†</sup>
10(ee)	Executive Employment Agreement with Michael A. Woodhouse, dated as of September 12, 2011 <sup>†</sup> (29)
10(ff)	Amendment to Executive Employment Agreement and Release with Michael A. Woodhouse, dated as of August 6, 2012 <sup>†</sup> (30)
10(gg)	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2013 Annual Bonus Plan <sup>†</sup> (31)
10(hh)	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2013 Long-Term Incentive Program <sup>†</sup> (32)
10(ii)	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Annual Bonus Plan <sup>†</sup> (33)
10(jj)	Cracker Barrel Old Country Store, Inc. and Subsidiaries FY 2014 Long-Term Incentive Program <sup>†</sup> (34)
10(kk)	Cracker Barrel Old Country Store, Inc. Form of Restricted Stock Award Notice <sup>†</sup> (35)
<u>21</u>	Subsidiaries of the Registrant (filed herewith)

<a href="#">23</a>	Consent of Independent Registered Public Accounting Firm - Deloitte & Touche LLP (filed herewith)
<a href="#">31.1</a>	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
<a href="#">31.2</a>	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
<a href="#">32.1</a>	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith)
<a href="#">32.2</a>	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith)
101.INS	XBRL Instance Document (filed herewith)
101.SCH	XBRL Taxonomy Extension Schema (filed herewith)
101.CAL	XBRL Taxonomy Extension Calculation Linkbase (filed herewith)
101.LAB	XBRL Taxonomy Extension Label Linkbase (filed herewith)
101.PRE	XBRL Taxonomy Extension Presentation Linkbase (filed herewith)
101.DEF	XBRL Taxonomy Extension Definition Linkbase (filed herewith)
(1)	Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on April 10, 2012.
(2)	Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on February 24, 2012.
(3)	Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on July 11, 2011.
(4)	Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on April 10, 2012.
(5)	Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on April 26, 2012.
(6)	Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed under the Exchange Act for the quarterly period ended May 3, 2013.
(7)	Incorporated by reference to Exhibit 10(i) to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended August 2, 2002.
(8)	Incorporated by reference to Exhibit 10.4 to the Company's Post Effective Amendment No. 1 to Form S-8 filed on January 17, 2012.
(9)	Incorporated by reference to Exhibit 10(j) to the Company's Annual Report on Form 10-K filed under the Exchange Act for fiscal year ended July 29, 2005.

- (10) Incorporated by reference to Exhibit 10(l) to the Company's Annual Report on Form 10-K filed under the Exchange Act for fiscal year ended July 29, 2005.
- (11) Incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended July 28, 2006.
- (12) Incorporated by reference to Exhibit 10(o) to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended August 1, 2008.
- (13) Incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on December 17, 2010.
- (14) Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed under the Exchange Act for the quarterly period ended April 27, 2012.
- (15) Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed under the Exchange Act for the quarterly period ended April 27, 2012.
- (16) Incorporated by reference to Exhibit 10.R to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended July 28, 2000.
- (17) Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed under the Exchange Act for the quarterly period ended January 30, 2009.
- (18) Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed under the Exchange Act for the quarterly period ended May 1, 2009.
- (19) Incorporated by reference to Exhibit 10(o) to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended July 29, 2011.
- (20) Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed under the Exchange Act for the quarterly period ended January 29, 2010.
- (21) Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed under the Exchange Act for the quarterly period ended October 29, 2010.
- (22) Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on December 7, 2010.
- (23) Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed under the Exchange Act on December 7, 2010.
- (24) Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed under the Exchange Act on August 2, 2011.
- (25) Incorporated by reference to Exhibit 10(aa) to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended July 29, 2011.
- (26) Incorporated by reference to Exhibit 10(bb) to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended July 29, 2011.
- (27) Incorporated by reference to Exhibit 10(cc) to the Company's Annual Report on Form 10-K filed under the Exchange Act for the fiscal year ended July 29, 2011.
- (28) Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on September 15, 2011.

- (29) Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed under the Exchange Act on September 15, 2011.
- (30) Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on August 6, 2012.
- (31) Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on October 3, 2012.
- (32) Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed under the Exchange Act on October 3, 2012.
- (33) Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed under the Exchange Act on July 31, 2013.
- (34) Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed under the Exchange Act on July 31, 2013.
- (35) Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed under the Exchange Act on July 31, 2013.

\*Document not filed because essentially identical in terms and conditions to Exhibit 10(h).

\*\*Document not filed because essentially identical in terms and conditions to Exhibit 10(n).

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

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (this “Agreement”), effective as of September 26, 2013 (the “Effective Date”), is made and entered into by and between **CRACKER BARREL OLD COUNTRY STORE, INC.** (the “Company”) and **SANDRA B. COCHRAN** (“Executive”).

### W I T N E S S E T H:

**WHEREAS**, the Company and Executive are parties to an employment agreement dated September 12, 2011 (the “Existing Employment Agreement”), pursuant to which Executive currently serves as the Company’s President and Chief Executive Officer; and

**WHEREAS**, Executive continues to be willing to commit herself to serve the Company on the terms and conditions specified herein; and

**WHEREAS**, in order to effect the foregoing purposes and to terminate the Existing Employment Agreement as of the Effective Date, the Company and Executive wish to enter into this Agreement on the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. EMPLOYMENT.**

Subject to the terms and conditions of this Agreement, the Company hereby employs Executive as its President and Chief Executive Officer.

**2. DURATION OF AGREEMENT.**

2.1 Term. The term of this Agreement (the “Term”) shall begin on the Effective Date and shall terminate upon the earlier of (a) September 26, 2018 (the “Expiration Date”) and (b) the termination of Executive’s employment pursuant to Article 5 (Termination for Cause), Article 6 (Termination Upon Death), Article 7 (Disability), Article 8 (Termination of Employment by Executive), Article 9 (Termination Without Cause) or Article 10 (Change in Control).

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2.2 Expiration of the Term.

- (a) If either the Company or Executive do not intend to continue Executive's employment with the Company in the capacity of Chief Executive Officer beyond the Expiration Date, such party shall, at least 180 days prior to such date, provide to the other party written notice of its or her intention not to continue her employment in such capacity.
- (b) If the Company ceases to employ Executive in the capacity of Chief Executive Officer at any time on or after the Expiration Date, for any reason other than on account of Cause, then the Company shall pay Executive an amount equal to 1.5 times Base Salary (as defined in Section 4.1) in effect on the Expiration Date, or, if greater, the Base Salary in effect immediately prior to the Executive's last day of employment, which amount shall be paid to Executive in equal installments ratably over 18 months, as measured from Executive's last day of employment with the Company (whether or not such termination of employment occurs contemporaneously with Executive's ceasing to serve as the Company's Chief Executive Officer), and commence to be paid to Executive, unless delay is required pursuant to clause (b) of Section 15.8, on the first regularly scheduled Company payroll date for Peer Executives (as defined in Section 4.2) that occurs after the 30th day from Executive's last day of employment with the Company, which payment will include amounts owed to Executive for the period between Executive's last day of employment with the Company and the payment date, and the remaining installments shall be paid to Executive in accordance with the Company's regularly scheduled payroll cycles for Peer Executives over the remainder of such 18-month period; provided, that to receive the payments described in this clause (b) of Section 2.2 Executive has executed and delivered the release attached hereto as an addendum and made a part hereof (the "Release") and any revocation period applicable to such Release shall have expired as of the end of such 30-day period. Any payments made under this clause (b) of Section 2.2 shall reduce the payments to which the Executive may be entitled to receive pursuant to the Company's severance plan or policy then in effect for Peer Executives. In addition, if (i) (A) prior to the Expiration Date, there occurs a "Change in Control" (as defined in Section 10.3) or (B) following the Expiration Date, there occurs a "Change in Control" within the meaning of the Change in Control and Severance Agreement, of even date herewith and effective as of the Expiration Date (the "Post Employment Agreement Severance Agreement") and (ii) the Executive's employment terminates within the 90-day period before or the two-year period following such a Change in Control, then the Executive's severance entitlements shall not be determined pursuant to this Section 2.2(b), but instead shall be determined pursuant to Section 10 (in the case of clause (i)(A) above) or pursuant to the Post Employment Agreement Severance (in the case of clause (i)(B) above).

### **3. POSITION AND DUTIES.**

3.1 Position. Subject to the remaining conditions of this Section 3.1, Executive shall serve as the Company's President and Chief Executive Officer. Executive shall report to the Board of Directors of the Company (the "Board") and perform such duties and responsibilities as may be prescribed from time-to-time by the Board, which shall be generally consistent with the responsibilities of similarly situated executives of comparable companies in similar lines of business. During the Term, for director service periods to be completed within the Term, the Company shall nominate Executive for election as a member of the Board at each meeting of the Company's shareholders at which the election of Executive is subject to a vote by the Company's shareholders and recommend that the shareholders of the Company vote to elect Executive as a member of the Board. From time to time, Executive also may be designated to such offices within the Company or its subsidiaries as may be necessary or appropriate for the convenience of the businesses of the Company and its subsidiaries.

3.2 Full-Time Efforts. Executive shall perform and discharge faithfully, diligently and to the best of her ability such duties and responsibilities and shall devote her full-time efforts to the business and affairs of the Company. Executive agrees to promote the best interests of the Company and to take no action that in any way damages the public image or reputation of the Company, its subsidiaries or its affiliates.

3.3 No Interference With Duties. Executive shall not (a) engage in any activities, or render services to or become associated with any other business that in the reasonable judgment of the Board violates any provision of Article 13 of this Agreement, or (b) devote time to other activities which would inhibit or otherwise interfere with the proper performance of her duties; provided, however, that it shall not be a violation of this Agreement for Executive to (1) devote reasonable periods of time to charitable and community activities and industry or professional activities (including, without limitation, serving on the board of directors of not-for-profit entities), or (2) manage personal business interests and investments, so long as such activities in (1) or (2) do not interfere with the performance of Executive's obligations under this Agreement. Executive may, with the prior approval of the Board (or applicable committee thereof), serve on the boards of directors (or other governing body) of other for profit corporations or entities, consistent with this Agreement and the Company's policies.

3.4 Work Standard. Executive hereby agrees that she shall at all times comply with and abide by all terms and conditions set forth in this Agreement and all applicable work policies, procedures and rules as may be issued by the Company. Executive also agrees that she shall comply with all federal, state and local statutes, regulations and public ordinances governing the performance of her duties hereunder.

### **4. COMPENSATION AND BENEFITS.**

4.1 Base Salary. Subject to the terms and conditions set forth in this Agreement, during the Term, the Company shall pay Executive, and Executive shall accept, an annual salary in the amount of \$955,000. Such amount shall be paid in accordance with the Company's normal payroll practices and may be increased from time to time at the sole discretion of the Board (or applicable committee thereof) (such amount, as may be so increased, the "Base Salary").

4.2 Incentive, Savings and Retirement Plans. During the Term, Executive shall be entitled to participate in all incentive (including, without limitation, long term incentive plans), savings and retirement plans, practices, policies and programs applicable generally to senior executive officers of the Company (“Peer Executives”), on the same basis as such Peer Executives, except as to benefits that are specifically applicable to Executive pursuant to this Agreement. Without limiting the foregoing, the following provisions shall apply with respect to Executive:

- (a) Annual Incentive Award. Executive shall be entitled to an annual bonus opportunity, the amount of which shall be determined by the Compensation Committee of the Board (the “Committee”). The amount of and performance criteria with respect to any such bonus in any year shall be determined not later than the date or time prescribed by Treas. Reg. § 1.162-27(e) in accordance with a formula to be agreed upon by the Company and Executive and approved by the Committee that reflects the financial and other performance of the Company and the Executive’s contributions thereto. Throughout the Term, the Executive’s annual target (subject to such performance and other criteria as may be established by the Committee) bonus percentage shall be no less than 100% of the Base Salary.
- (b) Long Term Incentive Award. Each year, the Executive shall be considered by the Committee for a long term incentive award (an “LTI Award”), and any such award shall have a target grant date value equal to no less than 340% of the Base Salary. A grant of an LTI Award in any year shall be in the discretion of the Committee, provided that the Committee shall be required to grant the Executive an LTI Award if LTI Awards are being made for such year to other senior executives of the Company generally.
- (c) Welfare Benefit Plans. During the Term, Executive and Executive’s eligible dependents shall be eligible for participation in, and shall receive all benefits under, the welfare benefit plans, practices, policies and programs provided by the Company (including, without limitation, medical, prescription, dental, disability, executive life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to Peer Executives. Also, throughout the Term, in addition to participating in the other insurance programs provided to Peer Executives, the Company, for the benefit of Executive, shall pay the premiums to maintain in force during the Term a policy of term life insurance covering the Executive, with such carrier as is reasonably acceptable to the Company and Executive, in the face amount of \$2.5 million, with benefits payable to the beneficiary or beneficiaries designated by Executive in writing.
- (d) Vacation. Executive shall be entitled to an annual paid vacation commensurate with the Company’s established vacation policy for Peer Executives. The timing of paid vacations shall be scheduled in a reasonable manner by Executive.

- (e) **Business Expenses**. The Company shall reimburse Executive for all reasonable business expenses incurred by Executive during the Term in the performance of Executive's services under this Agreement. Executive shall follow the Company's expense procedures that generally apply to Peer Executives in accordance with the policies, practices and procedures of the Company to the extent applicable generally to Peer Executives.
- (f) **Perquisites**. Executive shall be entitled to receive such executive perquisites, fringe and other benefits as are provided to the most senior executives and their families under any of the Company's plans and/or programs in effect from time to time and such other benefits as are generally available to Peer Executives.
- (g) **Legal Fees**. The Company shall pay up to \$30,000 in legal fees and out-of-pocket expenses incurred by Executive in connection with the negotiation and consummation of this Agreement.
- (h) **Clawback of Incentive-Based Compensation**. Notwithstanding any other provision to the contrary, any "incentive-based compensation" within the meaning of Section 10D of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), will be subject to the Company's clawback policy that is adopted in the manner required by Section 10D(b)(2) of the Exchange Act, as determined by the applicable rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission.

## 5. TERMINATION FOR CAUSE.

5.1 This Agreement may be terminated immediately at any time by the Company, and Executive shall be entitled to no further payments or benefits hereunder (other than (x) the Accrued Obligations (as defined in Section 9.1(a), but excluding the amounts provided for in Section 9.1(a)(ii), and (y) the timely payment or provision of Other Benefits (as defined in Section 9.1(d))), under the following conditions, any of which shall constitute "Cause" or "Termination for Cause":

- (a) (1) any act by Executive involving fraud, (2) any breach by Executive of applicable regulations of competent authorities in relation to trading or dealing with stocks, securities, investments and the like or (3) any willful or grossly negligent act by Executive resulting in an investigation by the Securities and Exchange Commission, which, in each of cases (1), (2) and (3) above, a majority of the Board determines in its sole and absolute discretion materially adversely affects the Company or Executive's ability to perform her duties under this Agreement;
- (b) attendance at work in a state of intoxication or otherwise being found in possession at her place of work of any prohibited drug or substance, possession of which would amount to a criminal offense;
- (c) Executive's personal dishonesty or willful misconduct in connection with her duties to the Company;

- (d) breach of fiduciary duties to the Company involving personal profit by Executive;
- (e) conviction of Executive for, or Executive pleading guilty or no contest to, any felony or crime involving moral turpitude;
- (f) material breach by Executive of any provision of this Agreement or of any Company policy adopted by the Board, which breach Executive does not cure within 15 days after the Company provides written notice of such breach to Executive; or
- (g) the continued failure, following written notice (as noted below) and a 30 day cure period, of Executive to perform substantially Executive's duties with the Company (other than any such failure resulting from incapacity due to Disability, and specifically excluding any failure by Executive, after good faith, reasonable and demonstrable efforts, to meet performance expectations for any reason), after a written demand for substantial performance is delivered to Executive by a majority of the Board that specifically identifies the manner in which such Board believes that Executive has not substantially performed Executive's duties.

5.2 The termination of employment of Executive shall not be deemed to be for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to Executive and Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of such Board, Executive is guilty of the conduct described in any one or more of subparagraphs (a) through (g) above, and specifying the particulars thereof in detail.

## 6. TERMINATION UPON DEATH.

This Agreement shall terminate immediately upon Executive's death, and Executive or her beneficiaries shall be entitled to no further payments or benefits hereunder, other than the payment of Accrued Obligations (as defined in Section 9.1(a)) and the payment or provision of Other Benefits (as defined in Section 9.1(d)), including, without limitation, benefits under such plans, programs, practices and policies relating to death benefits, if any, as are applicable to Executive on the date of her death. The rights of the Executive's estate with respect to any outstanding equity grants and any benefit plans shall be determined in accordance with the specific terms, conditions and provisions of the applicable award agreements and benefit plans.

## 7. DISABILITY.

7.1 If the Company determines in good faith that the Disability (as defined in Section 7.2) of Executive has occurred during the Term, it may give to Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 30th day after receipt of such written notice by Executive (the "Disability Effective Date"), provided, that, within the 30-day period after such receipt, Executive shall not have returned to full-time performance of Executive's duties. If Executive's employment is terminated by reason of her Disability, this Agreement shall terminate, and Executive shall be entitled to no further payments or benefits hereunder, other than payment of Accrued Obligations, the payment or provision of Other Benefits (as defined in Section 9.1(d)), including, without limitation, benefits under such plans, programs, practices and policies relating to disability benefits, if any, as are applicable to Executive on the Disability Effective Date. The rights of Executive with respect to any outstanding equity grants and any benefit plans shall be determined in accordance with the specific terms, conditions and provisions of the applicable award agreements and benefit plans.

7.2 For purposes of this Agreement, “Disability” shall mean: (a) a long-term disability entitling Executive to receive benefits under the Company’s long-term disability plan as then in effect; or (b) if no such plan is then in effect or the plan does not apply to Executive, the inability of Executive, as determined by the Board, to perform the essential functions of her regular duties and responsibilities hereunder, with or without reasonable accommodation, due to a medically determinable physical or mental illness which has lasted (or can reasonably be expected to last) for a period of at least six consecutive months. At the request of Executive or her personal representative, the Board’s determination that the Disability of Executive has occurred shall be certified by two physicians mutually agreed upon by Executive or her personal representative and the Company. Without such physician certification (if it is requested by Executive or her personal representative), Executive’s termination shall be deemed a termination by the Company without Cause and not a termination by reason of Disability.

## 8. TERMINATION OF EMPLOYMENT BY EXECUTIVE.

8.1 Executive’s employment may be terminated at any time by Executive for Good Reason or no reason, subject to Section 8.3 or Section 8.6, as applicable.

8.2 For purposes of this Agreement, “Good Reason” shall not include Executive’s death or Disability and shall mean any of the following:

- (a) other than her removal for Cause pursuant to Section 5 and subject to the provisos below, without the prior written consent of Executive, the assignment to Executive of any duties inconsistent in any material respect with Executive’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as in effect on the Effective Date, or any other action by the Company which results in a demonstrable diminution in such position, authority, duties or responsibilities; provided, however, that an isolated, insubstantial and inadvertent action not taken in bad faith, which is remedied by the Company promptly after receipt of written notice thereof given by Executive, shall not constitute “Good Reason”; and provided further, that the Company may elect at any time to name another executive to the position of President (reporting to Executive), and such action shall not be a violation of this subparagraph 8.2(a) giving rise to “Good Reason”;
- (b) a reduction by the Company in Executive’s Base Salary as in effect on the Effective Date or as the same may be increased from time to time, unless such reduction is a part of an across-the-board proportional decrease in base salaries affecting all Peer Executives which reduction is approved by the Committee; provided, however, that in any event, the Company shall not reduce Executive’s Base Salary below 90% of the Base Salary as in effect on the Effective Date;

- (c) a reduction by the Company in Executive's (1) annual target bonus percentage to which Executive is entitled pursuant to Section 4.2(a) or (2) target percentage under any long-term incentive plan established by the Company to which Executive is entitled pursuant to Section 4.2(b), unless, in either case (1) or (2), such reduction is a part of an across-the-board proportional decrease in annual target bonuses percentages or target percentages under any long-term incentive plan, as applicable, affecting all other Peer Executives, which reduction is approved by the Committee; provided, however, that in any event, the Company shall not reduce Executive's annual target bonus below 90% of the Base Salary as in effect on the Effective Date;
- (d) a reduction by the Company of benefits under (1) a "pension plan or arrangement" or (2) a "compensation plan or arrangement", in each case which Executive participates as of the Effective Date, or the elimination of Executive's participation in any such plan or arrangement which reduction or elimination results in a reduction, in the aggregate, of the benefits provided thereunder, taking into account any replacement plan or arrangement or other additional compensation provided to Executive in connection with or following such reduction or elimination (except for immaterial reductions or across-the-board plan changes or terminations similarly affecting other Peer Executives); provided, that, subject to Section 15.8, in the event of any such changes or terminations, the Company shall timely pay or provide to Executive any accrued amounts or accrued benefits required to be paid or provided or which Executive is eligible to receive under any such plan or arrangement in accordance with the terms of such plan or arrangement;
- (e) the Company requiring Executive, without her consent, to be based at any office or location more than 50 miles from the Company's current headquarters in Lebanon, Tennessee;
- (f) the material breach by the Company of any provision of this Agreement; or
- (g) the failure of any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

8.3 Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason hereunder, provided, that Executive raises to the attention of the Board any circumstance she believes in good faith constitutes Good Reason within 90 days after occurrence thereof or be foreclosed from raising such circumstance thereafter. The Company shall have an opportunity to cure any circumstance alleged to constitute Good Reason (other than under Section 8.2(g)) within 30 days after the receipt of notice of such circumstance from Executive.

8.4 If Executive terminates her employment for Good Reason within six months following the Executive's becoming aware of the initial existence of any of the conditions set forth in Sections 8.2(a) through 8.2(g) (provided, that the Company did not exercise its right to cure pursuant to Section 8.3), she shall be entitled to the same benefits she would be entitled to under Article 9 as if terminated without Cause or Article 10 as if terminated after a Change in Control (as defined in Section 10.3), but not both, as applicable, upon the execution and effectiveness of the Release within the time periods set forth in the applicable provisions.

8.5 If Executive terminates her employment without Good Reason, this Agreement shall terminate, and Executive shall be entitled to no further payments or benefits hereunder, other than payment of Accrued Obligations (as defined in Section 9.1(a)(1) but excluding the amounts provided for in Section 9.1(a)(1)(ii)) and the timely payment or provision of Other Benefits (as defined in Section 9.1(d)).

8.6 Except as required by Section 2.2(a) above (regarding a notice requirement by Executive for non-continuation by the Executive following the Expiration Date), Executive shall not terminate her employment without Good Reason prior to the date which is 60 days following the date on which Executive provides written notice of such termination to the Company; provided, however, that the Company may waive such notice period in writing.

## 9. TERMINATION WITHOUT CAUSE.

9.1 If Executive's employment is terminated by the Company without Cause (it being understood by the parties that termination by death, Disability or expiration of this Agreement shall not constitute termination without Cause) prior to the Expiration Date, then Executive shall be entitled to the following payments and benefits upon the execution and effectiveness of the Release within the time periods set forth herein; provided, however, that Executive shall not be entitled to payments under this Article 9 if she is entitled to payments under Article 10 and provided further the amounts payable pursuant to clauses (a)(i), (a)(iii), (a)(iv) and (a)(v) of Section 9.1 are not conditioned on the execution of the Release:

- (a) The Company shall pay to Executive the sum of (i) Executive's Base Salary then in effect through the date of termination to the extent not theretofore paid, (ii) a pro-rata portion of amounts payable under any then existing incentive or bonus plan applicable to Executive (including, without limitation, any incentive bonus referred to in Section 4.2(a)) for that portion of the fiscal year in which the termination of employment occurs through the date of termination, (iii) any accrued expenses and vacation pay to the extent not theretofore paid, (iv) any compensation previously deferred by Executive (together with any accrued interest or earnings thereon) to the extent not theretofore paid, and (v) any amounts payable under any then existing incentive or bonus plan applicable to Executive in respect of the fiscal year immediately preceding the fiscal year in which the termination of employment occurs (the sum of the amounts described in subsections (i), (ii), (iii), (iv) and (v) shall be referred to in this Agreement as the "Accrued Obligations"); provided, that (x) the amounts described in subsections 9.1(a)(i) and (iii) will be paid in a lump sum on the Company's first regularly scheduled payroll date for Peer Executives that occurs following Executive's last day of employment, (y) the amount described in subsection 9.1(a)(ii) shall be paid as soon as practicable after the end of the fiscal year to which such bonus relates and the amount that is pro-rated for Executive's length of service during the year shall be determined by the actual performance of the Company during such year, and (z) the amounts described in subsection 9.1(a)(iv) and (v) shall be paid at the times provided in the applicable plans under which the deferral was made or the bonus is payable;

(b) The Company shall pay to Executive, commencing, unless delay is required pursuant to clause (b) of Section 15.8, on the first regularly scheduled Company payroll date for Peer Executives that occurs after the 30th day from Executive's last day of employment with the Company, which payment will include amounts owed to Executive for the period between Executive's last day of employment with the Company and the payment date, and the remaining installments shall be paid to Executive in accordance with the Company's regularly scheduled payroll cycles and procedures for Peer Executives over the remainder of the 24-month period (such 30-day period, the "Severance Delay Period"), provided, that Executive has executed and delivered the Release and any revocation period applicable to such Release shall have expired as of the end of the Severance Delay Period, the aggregate of the following amounts:

- (1) in installments ratably over 24 months, as measured from Executive's last day of employment with the Company, in accordance with the Company's normal payroll cycle and procedures, the amount equal to 1.5 times the sum of Executive's annual Base Salary and target bonus (referred to in Section 4.2(a)), each as in effect as of the date of termination (without giving effect to any reduction by the Company in annual Base Salary or annual target bonus percentage which would constitute Good Reason pursuant to Section 8.2(b) or 8.2(c)(1));
  - (2) Executive's participation in the life, medical and disability insurance programs in effect on the date of termination of employment shall continue for 24 months after the date of termination of employment; provided, however, that notwithstanding the foregoing, the Company shall not be obligated to provide such benefits if Executive becomes employed by another employer and is covered or permitted to be covered by that employer's benefit plans, without regard to the extent of such coverage;
- (c) Unless the applicable award agreements contain more favorable vesting or exercise provisions upon Executive's termination of employment, outstanding awards under the Company's equity incentive plans shall vest and become exercisable as follows:

- (1) (i) all stock options held by Executive that are vested prior to or on the date of Executive's termination of employment shall be exercisable in accordance with their terms and (ii) 50% of the shares subject to unvested stock options in each grant held by Executive as of the date of Executive's termination of employment shall vest immediately and will be exercisable during such period as set forth in the applicable award agreement or incentive plan;
- (2) in the event that, as of the date of Executive's termination of employment, Executive holds any shares of restricted stock (or restricted stock units or similar awards) whose vesting is subject solely to Executive's continued employment with the Company, a percentage of such award shall immediately vest that is equal to a fraction, the numerator of which is the number of days that have elapsed between the date of grant and the date of Executive's termination of employment, and the denominator of which is the total number of days in the original vesting term; and
- (3) in the event that, as of the date of Executive's termination of employment, Executive holds, or has been allocated by action of the Compensation Committee and/or Board of Directors pursuant to performance based plans, any shares of restricted stock (or restricted stock units or similar awards, including, without limitation, performance shares and performance units) whose vesting is subject to performance criteria and the performance period for such award has not been completed, 100% of Completed Period Shares (as defined below) and 50% of Remaining Period Shares (as defined below) shall vest as of the date on which the Board (or applicable committee thereof) determines the actual performance of the Company during the applicable performance period and the actual number of shares (the "Actual Number of Shares") of restricted stock (or restricted stock units or similar awards, including, without limitation, performance shares and performance units) that would have otherwise vested in the event Executive had remained employed by the Company through the determination date. For purposes of this Agreement, the term "Completed Period Shares" shall mean the Actual Number of Shares multiplied by the fraction, the numerator of which is the number of days that have elapsed between the first day of the applicable performance period and the date of the termination of Executive's employment, and the denominator of which is the total number of days in the applicable performance period. The term "Remaining Period Shares" shall mean the Actual Number of Shares multiplied by the fraction, the numerator of which is the number of days that are remaining in the applicable performance period following the date of the termination of Executive's employment, and the denominator of which is the total number of days in the applicable performance period.

- (d) To the extent not theretofore paid or provided, the Company shall timely pay or provide to Executive any other accrued amounts or accrued benefits required to be paid or provided or which Executive is eligible to receive under any plan, program, policy, practice, contract or agreement of the Company (such other amounts and benefits shall be referred to in this Agreement as the “Other Benefits”), which Other Benefits are not subject to the execution of the Release and shall be paid to Executive at the times provided under the applicable plan, program, policy, practice, contract or agreement of the Company.

## **10. CHANGE IN CONTROL.**

10.1 Except as otherwise provided herein, if, at any time prior to the Expiration Date a Change in Control (as defined in Section 10.3) occurs and, within 90 days prior to or two years following the date of the Change in Control, (a) Executive is involuntarily terminated by the Company for reasons other than Cause or (b) Executive voluntarily terminates her employment with the Company for Good Reason as defined in Section 8.2 (in each case, whether prior to or after the Expiration Date), Executive shall be entitled to receive the benefits described in Section 10.2.

10.2 Subject to the execution and effectiveness of the Release within the time periods set forth herein and further subject to the limitation imposed by Section 10.4, upon a termination described in Section 10.1, Executive shall be entitled to receive the following payments and benefits:

- (a) Unless delay is required pursuant to clause (b) of Section 15.8, the Company shall pay to Executive in a single lump sum cash payment on the first regularly scheduled Company payroll date for Peer Executives that occurs after the 30th day from Executive’s last day of employment with the Company, provided, that Executive has executed and delivered the Release and any revocation period applicable to such Release shall have expired as of the end of the Severance Delay Period, the aggregate of the following amounts:

- (1) the Accrued Obligations (as defined in Section 9.1(a)(1), except that solely for purposes of this Section 10.2(a)(1), (x) Executive’s target bonus shall be prorated based solely on the portion of the fiscal year in which the termination of employment occurs through the date of termination (and not on the Company’s actual performance for such period) and such prorated amount shall be paid contemporaneously with the amounts payable pursuant to Section 10.2(a)(2) and (y) the Accrued Obligations described in clauses (a) (i), (a)(iii) and (a)(iv) of Section 9.1 shall not be conditioned on the execution of the Release and shall be paid to Executive at the time periods described in clause (a) of Section 9.1; and

- (2) the amount equal to 3 times the sum of (x) Executive's Base Salary and (y) Executive's target bonus (described in Section 4.2(a)), each as in effect as of the date of Executive's termination of employment without regard to any action taken by the Company constituting Good Reason.
- (b) (i) All stock options held by Executive that are vested (including, without limitation, those vested by reason of subparagraph 10.2(b)(ii) and any Change in Control occurring prior to Executive's termination of employment) on the effective date of the termination shall be exercisable in accordance with their terms and (ii) all unvested stock options held by Executive on the date of Executive's termination of employment shall become immediately vested and exercisable.
- (c) In the event that, as of the date of Executive's termination of employment, Executive holds any shares of restricted stock (or restricted stock units or similar awards) whose vesting is subject solely to Executive's continued employment with the Company, such award shall vest immediately.
- (d) In the event that, as of the date of Executive's termination of employment, Executive holds, or has been allocated by action of the Compensation Committee and/or Board of Directors pursuant to performance based plans, any shares of restricted stock (or restricted stock units or similar awards, including, without limitation, performance shares and performance units) whose vesting is subject to performance criteria and the performance period for such awards has not been completed, the target number or value, as applicable, of such awards shall vest immediately.
- (e) Executive's participation in the life, medical and disability insurance programs in effect on the date of termination of employment shall continue for 24 months after the date of termination of employment; provided, however, that notwithstanding the foregoing, the Company shall not be obligated to provide such benefits if Executive becomes employed by another employer and is covered or permitted to be covered by that employer's benefit plans, without regard to the extent of such coverage; and
- (f) To the extent not theretofore paid or provided, the Company shall timely pay or provide to Executive any Other Benefits (as defined in Section 9.1(d)), which Other Benefits are not subject to the execution of the Release and shall be paid to Executive at the times provided under the applicable plan, program, policy, practice, contract or agreement of the Company.

10.3 For purposes of this Agreement, a "Change in Control" of the Company shall mean any of the following:

- (a) any "person" (as defined in Section 13(h)(8)(E) of the Exchange Act), other than the Company or any of its subsidiaries or any employee benefit plan of the Company or any of its subsidiaries, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company (or any successor to all or substantially all of the Company's assets) representing more than 30% of the combined voting power of the Company's (or such successor's) then outstanding voting securities that may be cast for the election of directors of the Company (other than as a result of an issuance of securities initiated by the Company (or such successor) in the ordinary course of business);

- (b) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor company or entity entitled to vote generally in the election of the directors of the Company or such other corporation or entity after such transaction are held in the aggregate by the holders of the Company's securities entitled to vote generally in the election of directors of the Company immediately prior to such transaction;
- (c) all or substantially all of the assets of the Company are sold, exchanged or otherwise transferred;
- (d) the Company's shareholders approve a plan of liquidation or dissolution of the Company; or
- (e) during the Term, Continuing Directors cease for any reason to constitute at least a majority of the Board. For this purpose, a "Continuing Director" is any person who at the beginning of the Term was a member of the Board, or any person first elected to the Board during the Term whose election, or the nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the Continuing Directors then in office, but excluding any person (1) initially appointed or elected to office as result of either an actual or threatened election and/or proxy contest by or on behalf of any "person" or "group" (within the meaning of Section 13(d) of the Exchange Act) other than the Board, or (2) designated by any "person" or "group" (within the meaning of Section 13(d) of the Exchange Act) who has entered into an agreement with the Company to effect a transaction described in Section 10.3(a) through (d).

Notwithstanding the foregoing, if the Change in Control does not constitute a change in control event within the meaning of Treasury Regulation §1.409A-3(i)(5), the portion of the severance payments described in Section 10.2 that constitute deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") shall be paid to the Executive in installments over the same period as described in Article 9.

#### 10.4 Section 280G Limitation.

- (a) Notwithstanding any other provision to the contrary, if any payments or benefits Executive would receive from the Company pursuant to this Agreement or otherwise (collectively, the "Payments") would, either separately or in the aggregate, (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Payments will be equal to the Reduced Amount (defined below). The "Reduced Amount" will be either (1) the entire amount of the Payments, or (2) an amount equal to the largest portion of the Payments that would result in no portion of any of the Payments (after reduction) being subject to the Excise Tax, whichever amount after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in the Executive's receipt, on an after-tax basis, of the greatest amount of the Payments. If a reduction in the Payments is to be made so that the amount of the Payments equals the Reduced Amount, the Payments will be paid only to the extent permitted under the Reduced Amount alternative; provided, that in the event the Reduced Amount is paid, the cash payments set forth in Section 10.2(a) shall be reduced as required by the operation of this Section 10.4.

- (b) The Company shall engage the accounting firm engaged by the Company for general audit purposes at least 20 business days prior to the effective date of the Change in Control to perform any calculation necessary to determine the amount, if any, payable to Executive pursuant to Article 10, as limited by this Section 10.4. If the accounting firm so engaged by the Company is also serving as accountant or auditor for the individual, entity or group that will control the Company following the Change in Control, the Company may appoint a nationally recognized accounting firm other than the accounting firm engaged by the Company for general audit purposes to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.
- (c) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Executive within 20 days after the date on which such accounting firm has been engaged to make such determinations or within such other time period as agreed to by the Company and Executive. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and Executive.
- (d) Notwithstanding the foregoing, in determining the reduction, if any, that shall occur as a result of this Section 10.4, the amounts payable or benefits to be provided to Executive shall be reduced such that the economic loss to Executive as a result of the Excise Tax elimination is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

## **11. COSTS OF ENFORCEMENT.**

If either party brings suit to compel performance of, to interpret, or to recover damages for the breach of this Agreement, upon the exhaustion of any appeal right of the parties, the prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements otherwise recoverable.

## **12. PUBLICITY; NO DISPARAGING STATEMENT.**

Except to the extent required by applicable law, Executive and the Company covenant and agree that they shall not engage in any communications which shall disparage one another or interfere with their existing or prospective business relationships.

## **13. BUSINESS PROTECTION PROVISIONS.**

13.1 **Preamble.** As a material inducement to the Company to enter into this Agreement, and its recognition of the valuable experience, knowledge and proprietary information Executive gained from her employment with the Company, Executive warrants and agrees that she will abide by and adhere to the following business protection provisions in this Article 13.

13.2 **Definitions.** For purposes of this Article 13, the following terms shall have the following meanings:

- (a) "**Competitive Position**" shall mean any employment, consulting, advisory, directorship, agency, promotional or independent contractor arrangement between Executive and any person or Entity engaged, wholly or in material part, or that is an investor or prospective investor in an Entity that is engaged, wholly or in material part, in the restaurant business that is the same or similar to that in which the Company or any of its subsidiaries or affiliates (without regard to the retail component of the business) (collectively, the "**CBRL Entities**") is engaged on the date of the termination of Executive's employment.
- (b) "**Confidential Information**" shall mean the proprietary or confidential data, information, documents or materials (whether oral, written, electronic or otherwise) belonging to or pertaining to any of the CBRL Entities, other than "**Trade Secrets**" (as defined below), which is of tangible or intangible value to any of the CBRL Entities and the details of which are not generally known to the competitors of the CBRL Entities. Confidential Information shall also include: any items that any of the CBRL Entities have marked "**CONFIDENTIAL**" or some similar designation or are otherwise identified as being confidential.
- (c) "**Entity**" or "**Entities**" shall mean any business, individual, partnership, joint venture, agency, governmental agency, body or subdivision, association, firm, corporation, limited liability company or other entity of any kind.

- (d) “Restricted Period” shall mean, with respect to Section 13.3, four years following the termination of Executive’s employment (which shall include, without limitation, the circumstances set forth in Section 2.2(b)). “Restricted Period”, with respect to Sections 13.4 and 13.5, shall mean the following: 1) two years following the termination of Executive’s employment, in the event that this Agreement is terminated for any reason (including, without limitation, the circumstances set forth in Sections 5, 8, 9 and 10) by either party prior to the Expiration Date; or 2) eighteen months following the Expiration Date, in the event that this Agreement has not been terminated for any reason by either party prior to the Expiration Date. Notwithstanding the foregoing, the Restricted Period shall be extended for a period of time equal to any period(s) of time that Executive is determined by a final non-appealable judgment from a court of competent jurisdiction to have engaged in any conduct that violates any provision of this Article 13 (the purpose of this provision is to secure for the benefit of the Company the entire Restricted Period being bargained for by the Company for the restrictions upon the Executive’s activities).
- (e) “Territory” shall mean each of the United States of America and any foreign country in which the Company operates its business at the time of the termination of Executive’s employment.
- (f) “Trade Secrets” shall mean information or data of or about any of the CBRL Entities, including, but not limited to, technical or non-technical data, recipes, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of actual or potential suppliers that: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (3) any other information which is defined as a “trade secret” under applicable law.
- (g) “Work Product” shall mean all tangible work product, property, data, documentation, “know-how,” concepts or plans, inventions, improvements, techniques and processes relating to any of the CBRL Entities that were conceived, discovered, created, written, revised or developed by Executive during the term of her employment with the Company.

13.3 **Nondisclosure; Ownership of Proprietary Property.**

- (a) In recognition of the need of the CBRL Entities to protect their legitimate business interests, Confidential Information and Trade Secrets, Executive hereby covenants and agrees that Executive shall regard and treat Trade Secrets and all Confidential Information as strictly confidential and wholly-owned by the CBRL Entities and shall not, for any reason, in any fashion, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, misappropriate or otherwise communicate any such item or information to any third party or Entity for any purpose other than in accordance with this Agreement or as required by applicable law, court order or other legal process: (1) with regard to each item constituting a Trade Secret, at all times such information remains a “trade secret” under applicable law, and (2) with regard to any Confidential Information, for the Restricted Period.

- (b) Executive shall exercise best efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information, and she shall immediately notify the Company of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Executive becomes aware. Executive shall assist the CBRL Entities, to the extent necessary, in the protection of or procurement of any intellectual property protection or other rights in any of the Trade Secrets or Confidential Information.
- (c) All Work Product shall be owned exclusively by the CBRL Entities. To the greatest extent possible, any Work Product shall be deemed to be "work made for hire" (as defined in the Copyright Act, 17 U.S.C.A. § 101 et seq., as amended), and Executive hereby unconditionally and irrevocably transfers and assigns to the applicable CBRL Entity all right, title and interest Executive currently has or may have by operation of law or otherwise in or to any Work Product, including, without limitation, all patents, copyrights, trademarks (and the goodwill associated therewith), trade secrets, service marks (and the goodwill associated therewith) and other intellectual property rights. Executive agrees to execute and deliver to the applicable CBRL Entity any transfers, assignments, documents or other instruments which the Company may deem necessary or appropriate, from time to time, to protect the rights granted herein or to vest complete title and ownership of any and all Work Product, and all associated intellectual property and other rights therein, exclusively in the applicable CBRL Entity.

#### 13.4 Non-Interference With Employees.

Executive recognizes and acknowledges that, as a result of her employment by Company, she will become familiar with and acquire knowledge of confidential information and certain other information regarding the other executives and employees of the CBRL Entities. Therefore, Executive agrees that, during the Restricted Period, Executive shall not encourage, solicit or otherwise attempt to persuade any person in the employment of any of the CBRL Entities to end his or her employment with a CBRL Entity or to violate any confidentiality, non-competition or employment agreement that such person may have with a CBRL Entity or any policy of any CBRL Entity. Furthermore, neither Executive nor any person acting in concert with Executive nor any of Executive's affiliates shall, during the Restricted Period, employ any person who has been an executive or management employee of any CBRL Entity unless that person has ceased to be an employee of any of the CBRL Entities for at least six months.

### **13.5 Non-competition.**

Executive covenants and agrees to not obtain or engage in a Competitive Position within the Territory during the Term and during the Restricted Period. Executive and the Company recognize and acknowledge that the scope, area and time limitations contained in this Agreement are reasonable and are properly required for the protection of the business interests of the Company due to Executive's status and reputation in the industry and the knowledge to be acquired by Executive through her association with the Company's business and the public's close identification of Executive with the Company and the Company with Executive. Further, Executive acknowledges that her skills are such that she could easily find alternative, commensurate employment or consulting work in her field that would not violate any of the provisions of this Agreement. Executive acknowledges and understands that, as consideration for her execution of this Agreement and her agreement with the terms of this covenant not to compete, Executive will receive employment with and other benefits from the Company in accordance with this Agreement.

### **13.6 Remedies.**

Executive understands and acknowledges that her violation of any provision of this Article 13 will cause irreparable harm to the Company and the Company will be entitled to an injunction by any court of competent jurisdiction enjoining and restraining Executive from any employment, service, or other act prohibited by this Agreement. The parties agree that nothing in this Agreement shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of any provision of this Article 13, including, without limitation, the recovery of damages from Executive or any person or entity acting in concert with Executive. The Company shall receive injunctive relief without the necessity of posting bond or other security, such bond or other security being hereby waived by Executive. If any part of any provision of this Article 13 is found to be unreasonable, then it may be amended by appropriate order of a court of competent jurisdiction to the extent deemed reasonable. Furthermore and in recognition that certain severance payments are being agreed to in reliance upon Executive's compliance with this Article 13 after termination of her employment, in the event Executive breaches any of such business protection provisions or other provisions of this Agreement, any unpaid amounts (e.g., those provided under Article 8 or Article 9) shall be forfeited, and the Company shall not be obligated to make any further payments or provide any further benefits to Executive following any such breach. Additionally, if Executive breaches any of such business protection provisions or other provisions of this Agreement or such provisions are declared unenforceable by a court of competent jurisdiction, any lump sum payment made pursuant to Section 9.1(a)(1) or Section 10.2(a)(1) and (2), as applicable, and the value of all stock options and restricted stock (or restricted stock units or similar awards, including, without limitation, performance shares and performance units) that vested in accordance with Section 9.1(b) or Section 10.2(b) through (d), as applicable, shall be refunded by Executive to the Company on a pro-rata basis based upon the number of months during the Restricted Period during which she violated the provisions of this Article 13 or, in the event any such provisions are declared unenforceable, the number of months during the Restricted Period that the Company did not receive their benefit as a result of the actions of Executive. Executive agrees and acknowledges that the opportunity to receive the severance benefits described in Section 2.2, Article 8, Article 9 and/or Article 10, conditioned upon her ongoing fulfillment of her obligations in this Agreement, constitute sufficient consideration for her release of claims against the Company contained within the Release, regardless of whether Executive's entitlement to the severance payments set forth in any of the foregoing Articles or other benefits is forfeited in accordance with this Section 13.6

#### **14. RETURN OF MATERIALS.**

Upon the termination of Executive's employment, or at any time thereafter upon the written request of the Company, Executive shall return to the Company all written, electronic or descriptive materials of any kind belonging or relating to the Company or its affiliates, including, without limitation, any originals, copies and abstracts containing any Work Product, intellectual property, Confidential Information and Trade Secrets in Executive's possession or control.

#### **15. GENERAL PROVISIONS.**

15.1 **Amendment**. This Agreement may be amended, modified, superseded, cancelled, renewed or extended only by a writing signed by both of the parties hereto.

15.2 **Binding Agreement**. This Agreement shall inure to the benefit of and be binding upon Executive, her heirs and personal representatives, and the Company and its successors and assigns.

15.3 **Waiver Of Breach; Specific Performance**. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach. The provisions of this Agreement may be waived only by a writing signed by the party waiving compliance. Each of the parties to this Agreement will be entitled to enforce its or her rights under this Agreement, specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its or her favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its or her sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

15.4 **Indemnification and Insurance**. The Company shall indemnify and hold Executive harmless to the maximum extent permitted by law against judgments, fines, amounts paid in settlement and reasonable expenses, including reasonable attorneys' fees incurred by Executive, in connection with the defense of, or as a result of any action or proceeding (or any appeal from any action or proceeding) in which Executive is made or is threatened to be made a party by reason of the fact that she is or was an officer of the Company or any of its affiliates. In addition, the Company agrees that Executive is and shall continue to be covered and insured up to the maximum limits provided by all insurance which the Company maintains from time to time to indemnify its directors and officers (and to indemnify the Company for any obligations which it incurs as a result of its undertaking to indemnify its officers and directors) and that the Company will exert its commercially reasonable efforts to maintain such insurance, in not less than its present limits, in effect throughout the term of the Executive's employment.

15.5 **No Effect On Other Arrangements.** It is expressly understood and agreed that the payments made in accordance with this Agreement are in addition to any other benefits or compensation to which Executive may be entitled or for which she may be eligible, whether funded or unfunded, by reason of her employment with the Company. Notwithstanding the foregoing, the provisions in Articles 5 through 10 regarding benefits that Executive will receive upon her employment being terminated supersede and are expressly in lieu of any other severance program or policy that may be offered by the Company, except with regard to any rights Executive may have pursuant to Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

15.6 **Continuation of Compensation.** If Executive becomes entitled to payments under Sections 2.2, 8.4 or 8.5 or Articles 9 and 10 but dies before receipt thereof, the Company agrees to pay to her spouse or estate, as the case may be, pursuant to such designation as Executive shall deliver to the Company in a form reasonably satisfactory to the Company, any amounts to which Executive, at the time of her death, was so entitled.

15.7 **Tax Withholding.** The Company shall be entitled to deduct and withhold from, or in respect of, each payment made to Executive under this Agreement such amount as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of applicable law relating to taxes. To the extent that amounts are so withheld or paid over to or deposited with the relevant governmental authority by the Company, such amounts shall be treated for all purposes of this Agreement as having been paid to Executive.

15.8 **Section 409A.**

- (a) Notwithstanding the other provisions hereof, this Agreement is intended to comply with the requirements of Section 409A of the Code, to the extent applicable, and this Agreement shall be interpreted to avoid any penalty sanctions under Section 409A of the Code. Accordingly, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A and, if necessary, any such provision shall be deemed amended to comply with Section 409A and regulations thereunder. If any payment or benefit cannot be provided or made at the time specified herein without incurring sanctions under Section 409A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions will not be imposed. Except to the extent permitted under Section 409A, in no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement. Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

- (b) Notwithstanding any provision to the contrary in this Agreement, if on the date of the Executive's termination of employment, the Executive is a "specified employee" (as such term is defined in section 409A(a)(2)(B)(i) of the Code and its corresponding regulations) as determined by the Board (or its delegate) in accordance with its "specified employee" determination policy, then all severance benefits payable to the Executive under this Agreement that constitute deferred compensation subject to the requirements of Section 409A of the Code that are payable to Executive within the six (6) month period following Executive's separation from service shall be postponed for a period of six (6) months following Executive's "separation from service" with the Company (or any successor thereto). Any payments delayed pursuant to this Section 15.8(b) will be made in a lump sum on the Company's first regularly scheduled payroll date for Peer Executives that follows such six (6) month period or, if earlier, the date of the Executive's death, and any remaining payments required to be made under this Agreement will be paid upon the schedule otherwise applicable to such payments under this Agreement.
- (c) Notwithstanding any other provision to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of "deferred compensation" (as such term is defined in Section 409A of the Code and the Treasury Regulations promulgated thereunder) upon or following a termination of employment unless such termination is also a "separation from service" from the Company within the meaning of Section 409A of the Code and Section 1.409A-1(h) of the Treasury Regulations and, for purposes of any such provision of this Agreement, references to a "separation," "termination," "termination of employment" or like terms shall mean "separation from service."
- (d) Notwithstanding any other provision to the contrary, in no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Section 409A of the Code and the Treasury Regulations promulgated thereunder be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.
- (e) To the extent that any reimbursement, fringe benefit or other similar plan or arrangement in which Executive participates during the term of Executive's employment under this Agreement or thereafter provides for a "deferral of compensation" within the meaning of Section 409A of the Code, (1) the amount eligible for reimbursement or payment under such plan or arrangement in one calendar year may not affect the amount eligible for reimbursement or payment in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid); (2) subject to any shorter time periods provided herein or the applicable plans or arrangements, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (3) any such reimbursement or payment may not be subject to liquidation or exchange for another benefit, all in accordance with Section 1.409A-3(i)(1)(iv) of the Treasury Regulations.
- (f) By accepting this Agreement, Executive hereby agrees and acknowledges that the Company does not make any representations with respect to the application of Section 409A of the Code to any tax, economic or legal consequences of any payments payable to Executive hereunder. Additionally, by the acceptance of this Agreement, Executive acknowledges that Executive has obtained independent tax advice regarding the application of Section 409A of the Code to the payments due to Executive hereunder.

## 15.9 Notices.

All notices and all other communications provided for herein shall be in writing and delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service, or sent by facsimile, as follows:

If to Company to: Cracker Barrel Old Country Store, Inc.  
Attn: General Counsel  
P.O. Box 787  
305 Hartmann Drive  
Lebanon, TN 37088-0787  
Facsimile: (615) 443-9818

If to Executive to: Executive's most recent address on file with the Company

All notices sent under this Agreement shall be deemed given 24 hours after having been sent by facsimile or courier, 72 hours after having been sent by certified or registered mail and when delivered if delivered personally. Either party hereto may change the address to which notice is to be sent hereunder by written notice to the other party in accordance with the provisions of this Section 15.9.

15.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee (without giving effect to any conflict of law principles that would require the application of any other laws) and it shall be enforced or challenged only in the federal or state courts located in Tennessee, except to the extent necessary to obtain the enforcement of a judgment granted by such a Tennessee court in another state.

15.11 **Entire Agreement; Expiration of the Term.** This Agreement contains the full and complete understanding of the parties hereto with respect to the subject matter contained herein and this Agreement supersedes and replaces any prior agreement, either oral or written, which Executive may have with the Company that relates generally to the same subject matter including, without limitation, as of the Effective Date the Existing Employment Agreement and the March 11, 2009 Employee Retention Agreement, as amended, but excluding the Post Employment Agreement Severance Agreement. Notwithstanding the expiration of the Term, the provisions of Section 2.2(b), Article 10 (Change in Control), Article 11 (Cost of Enforcement), Article 12 (Publicity; No Disparaging Statements), Article 13 (Business Protection Provisions), Article 14 (Return of Materials) and Article 15 (General Provisions) shall survive the expiration of the Term.

15.12 **Assignment**. This Agreement may not be assigned by Executive without the prior written consent of the Company, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. Executive may not pledge, encumber or assign any payments or benefits due hereunder, by operation of law or otherwise. The Company may assign its rights, together with its obligations, under this Agreement to any third party in connection with any sale, transfer or other disposition of all or substantially all of its business, provided, that no such assignment will relieve the Company from its obligations hereunder.

15.13 **Severability**. If any one or more of the terms, provisions, covenants or restrictions set forth this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions set forth this Agreement shall remain in full force and effect, and to that end the provisions hereof shall be deemed severable.

15.14 **Paragraph Headings**. The Section headings set forth herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement whatsoever.

15.15 **Interpretation**. Should a provision of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing this Agreement shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the agreement, it being agreed that all parties and/or their agents have participated in the preparation hereof.

15.16 **Mediation**. Except as provided in subsection (c) of this Section 15.16, the following provisions shall apply to disputes between the Company and Executive: (1) arising out of or related to this Agreement (including, without limitation, any claim that any part of this Agreement is invalid, illegal or otherwise void or voidable), or (2) the employment relationship that exists between the Company and Executive:

- (a) The parties shall first use their best efforts to discuss and negotiate a resolution of the dispute.
- (b) If efforts to negotiate a resolution do not succeed within five business days after a written request for negotiation has been made, a party may submit the dispute to mediation by sending a letter to the other party requesting mediation. The dispute shall be mediated by a mediator agreeable to the parties or, if the parties cannot agree to a mediator, by a mediator selected by the American Arbitration Association. If the parties cannot agree to a mediator within five business days, either party may submit the dispute to the American Arbitration Association for the appointment of a mediator. Mediation shall commence within ten business days after the mediator has been named.
- (c) The provisions of this Section 15.16 shall not apply to any dispute relating to the ability of the Company to terminate Executive's employment pursuant to Article 5 (Termination for Cause) or Article 9 (Termination Without Cause) of this Agreement nor shall they apply to any action by the Company seeking to enforce its rights arising out of or related to the provisions of Article 13 of this Agreement.

15.17 **Voluntary Agreement.** Executive and the Company hereby represent and agree that each has reviewed all aspects of this Agreement, has carefully read and fully understands all provisions of this Agreement, and is voluntarily entering into this Agreement. Each party represents and agrees that such party has had the opportunity to review any and all aspects of this Agreement with legal, tax or other adviser(s) of such party's choice before executing this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representative to execute, this Agreement as of the Effective Date set forth above.

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/Michael J. Zylstra

Name: Michael J. Zylstra

Title: Vice President, General Counsel and Corporate Secretary

“EXECUTIVE”

/s/ Sandra B. Cochran

Sandra B. Cochran

**RELEASE**

**THIS RELEASE** (this “Release”) is made and entered into by and between **SANDRA B. COCHRAN** (“Employee”) and **CRACKER BARREL OLD COUNTRY STORE, INC.** and its successors or assigns (the “Company”).

WHEREAS, Employee and the Company have agreed that Employee’s employment with Company shall terminate on \_\_\_\_\_;

WHEREAS, Employee and the Company have previously entered into that certain Employment Agreement, dated September \_\_\_\_\_, 2013 (the “Agreement”), and this Release is incorporated therein by reference;

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

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

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

1. Claims Released Under This Agreement. In exchange for the opportunity to receive the severance benefits described in Section 2.2 (Expiration of the Term), Article 8 (Termination of Employment by Executive), Article 9 (Termination Without Cause) or Article 10 (Change in Control) of the Agreement and except as provided in Paragraph 2 below, subject to her fulfillment of her ongoing obligations under the Agreement, Employee hereby voluntarily and irrevocably waives, releases, dismisses with prejudice, and withdraws all claims, complaints, suits or demands of any kind whatsoever (whether known or unknown) which Employee ever had, may have, or now has against the Company and other current or former subsidiaries or affiliates of the Company and their past, present and future officers, directors, employees, agents, insurers and attorneys, arising out of or relating to (directly or indirectly) Employee’s employment or the termination of her employment with the Company, including, but not limited to:

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

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

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

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

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

2. Claims Not Released Under This Agreement. In signing this Release, Employee is not releasing any claims that (a) enforce her rights under the Agreement, (b) arise out of events occurring after the date Employee executes this Release, (c) arise under any written non-employment related contractual obligations between the Company or its affiliates and Employee which have not terminated as of the execution date of this Release by their express terms, (d) arise under a policy or policies of insurance (including director and officer liability insurance) maintained by the Company or its affiliates on behalf of Employee, (e) relate to any indemnification obligations to Employee under the Company's bylaws, certificate of incorporation, Tennessee law or otherwise, or (f) if Employee's date of termination of employment occurs prior to a Change in Control, claims for additional severance entitlements under Article 10 of the Agreement if a Change in Control occurs within 90 days following such date. However, Employee understands and acknowledges that nothing herein is intended to or shall be construed to require the Company to institute or continue in effect any particular plan or benefit sponsored by the Company, and the Company hereby reserves the right to amend or terminate any of its benefit programs at any time in accordance with the procedures set forth in such plans. Nothing in this Release shall prohibit Employee from engaging in protected activities under applicable law or from communicating, either voluntarily or otherwise, with any governmental agency concerning any potential violation of law.

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

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

5. Voluntary Execution. Employee hereby warrants, represents and agrees that (a) she has been encouraged in writing to seek advice from anyone of her choosing regarding this Release, including her attorney and accountant or tax advisor prior to her signing it; (b) this Release represents written notice to do so; (c) she has been given the opportunity and sufficient time to seek such advice; and (d) she fully understands the meaning and contents of this Release. She further represents and warrants that she was not coerced, threatened or otherwise forced to sign this Release, and that her signature appearing hereinafter is voluntary and genuine.

**EMPLOYEE UNDERSTANDS THAT SHE MAY TAKE UP TO 21 DAYS TO CONSIDER WHETHER OR NOT SHE DESIRES TO ENTER INTO THIS RELEASE.**

6. Ability to Revoke Agreement. EMPLOYEE UNDERSTANDS THAT SHE MAY REVOKE THIS RELEASE BY NOTIFYING THE COMPANY IN WRITING OF SUCH REVOCATION WITHIN SEVEN DAYS OF HER EXECUTION OF THIS RELEASE AND THAT THIS RELEASE IS NOT EFFECTIVE UNTIL THE EXPIRATION OF SUCH SEVEN-DAY PERIOD. SHE UNDERSTANDS THAT UPON THE EXPIRATION OF SUCH SEVEN-DAY PERIOD THIS RELEASE WILL BE BINDING UPON HER AND HER HEIRS, ADMINISTRATORS, REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS AND WILL BE IRREVOCABLE.

Acknowledged and Agreed To:  
"COMPANY"

CRACKER BARREL OLD COUNTRY STORE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

"EMPLOYEE"

\_\_\_\_\_  
Sandra B. Cochran

Date: \_\_\_\_\_

Re: Change in Control and Severance Agreement

Dear Sandra B. Cochran:

The Board of Directors (the “Board”) of Cracker Barrel Old Country Store, Inc. recognizes the contribution that you have made to Cracker Barrel Old Country Store, 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**     **“Accrued Obligations”** means, as of the Termination Date, the sum of (A) your then-current base salary (disregarding any reduction constituting Good Reason) through the Termination Date to the extent not theretofore paid by the Company, (B) your accrued benefits under any employee benefit plan, policy or arrangement maintained by the Company, and (C) any expense reimbursements accrued by you as of the Termination Date to the extent not theretofore paid by the Company.

**1.2**     **“Cause”** means any one of the following:

- (a) personal dishonesty or willful misconduct in connection with any material aspect of your duties to the Company;
  - (b) breach of fiduciary duty;
  - (c) your conviction for, or your pleading guilty or no contest to, any felony or crime involving moral turpitude; or
  - (d) your willful or intentional misconduct that causes (or is reasonably believed by the Company to have caused) material and demonstrable injury, monetarily or otherwise, to the Company;
-

**1.3    “Change in Control” means the occurrence of any of the following events:**

- (a) An acquisition of any shares of stock of the Company by any “Person” (as the term “person” is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Act”)), other than the Company or a wholly-owned subsidiary thereof or any employee benefit plan (or related trust) of the Company or any of its subsidiaries, immediately after which such Person has “Beneficial Ownership” (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 30% or more of the then outstanding voting securities or the combined voting power of the Company’s then outstanding voting securities.
- (b) The individuals who, as of the Effective Date, are members of the Board (the “Incumbent Board”) cease for any reason to constitute a majority of the Board; *provided, however,* that if the election, or the nomination for election by the Company’s shareholders, of any new director was approved by a vote of at least 2/3 of the Incumbent Board, such new director shall, for purposes of this Agreement, be considered as a member of the Incumbent Board; *provided further, however,* that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened “Election Contest” (as described in Rule 14a-11 promulgated under the 1934 Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board (a “Proxy Contest”) including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest;
- (c) Consummation of reorganization, merger, cash tender or exchange offer, or other business combination to which the Company is a party or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, following such Business Combination: (1) all or substantially all of the individuals and entities who were the beneficial owners of the Company’s outstanding voting securities immediately prior to such Business Combination are the beneficial owners, directly or indirectly, of more than fifty percent (50%) of the combined voting power of the outstanding voting securities of the corporation resulting from the Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) (the “Successor Entity”) in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such Business Combination; (2) no person (excluding any Successor Entity or any employee benefit plan or related trust of the Company, such Successor Entity, or any of their affiliates) is the beneficial owner, directly or indirectly, of thirty percent (30%) or more of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the Successor Entity, except to the extent that such ownership existed prior to the Business Combination; and (3) the individuals who were members of the Incumbent Board (excluding, for the avoidance of doubt, any person who would not be considered a member of the Incumbent Board pursuant to Section 1.3(b) above) immediately prior to the execution of the initial agreement, or to the action of the Board, providing for such Business Combination constitute at least a majority of the members of the board of directors of the Successor Entity; or
- (d) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

**1.4** “Change in Control Period” means the two year period beginning the day a Change in Control occurs.

**1.5** “Effective Date” means September 26, 2018, the Expiration Date (as defined) of the Employment Agreement.

**1.6** “Employment Agreement” means the Employment Agreement between you and the Company of even date herewith.

**1.7** “Good Reason” shall mean if you resign from your employment with the Company in connection with one or more of the following events:

(i) a reduction of 5% or more of your base salary; (ii) a reduction of 5 percentage points or more of your annual target bonus opportunity (expressed as a percentage of base salary); (iii) a material adverse change in the aggregate level of other employee benefits to which you were entitled prior to the change (other than those changes precipitated by a material change in applicable law, including the Patient Protection and Affordable Care Act), (iv) a material change in your duties and responsibilities for the Company (without your consent) from those duties and responsibilities for the Company in effect prior to such change, which change results in the assignment of duties and responsibilities inferior to your duties and responsibilities prior to such change, or (v) a requirement by the Company that you relocate to a location that is greater than 50 miles from the location of the office in which you primarily perform your duties of employment at the time of such relocation (collectively, a “Good Reason Event”). You must provide written notice of your resignation for Good Reason to the Company within 45 days of the occurrence of any Good Reason Event in order for your resignation for Good Reason to be effective hereunder. Upon receipt of such notice, the Company shall have 30 days (the “Cure Period”) to rectify the Good Reason Event. If the Company fails to rectify the Good Reason Event prior to the expiration of the Cure Period, then you may terminate employment within 10 days following the expiration of the Cure Period (the “Good Reason Termination Period”) and receive the benefits provided under this Agreement. If you do not terminate employment during the Good Reason Termination Period, then you will be deemed to have waived your right to receive benefits under this Agreement regarding such Good Reason Event.

**1.8** “Pre-Change in Control Qualifying Termination” shall mean a termination of your employment (i) by the Company without Cause, or (ii) by you for Good Reason; *provided, however,* a Pre-Change in Control Qualifying Termination shall not have occurred in the event (x) you separate from service with the Company as a result of occupational or non-occupational sickness or injury, (y) you temporarily separate from service with the Company due to fire, storm damage, act(s) of God or a temporary reduction-in-force of sixty (60) days or less (within any twelve (12) month look back period) or (z) you separate from service with the Company during a Change in Control Period.

**1.9** “Severance Benefits” shall have the meaning set forth in either Section 2.2 or 3, whichever is applicable.

**1.10** “Severance Delay Period” means the period beginning on the Termination Date (as defined in Section 2 hereof) and ending on the thirtieth (30<sup>th</sup>) day thereafter.

**1.11 “Term”** shall mean the period of time beginning on the Effective Date and ending on the second anniversary of the Effective Date. The Term may be extended by the mutual agreement of the parties, and shall be extended upon a Change in Control to the end of the Change in Control Period.

**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, and such termination of employment shall be effective on the date specified in the notice. The effective date of your termination of employment (the “Termination 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.

**2.1 Termination by the Company for Cause or Voluntary Quit.** If you are terminated for Cause, or if you voluntarily quit your employment without Good Reason, the Company shall have no further obligation to you, other than for Accrued Obligations, and your participation in all of the Company’s benefit plans and programs shall cease as of the Termination Date. In the event of a termination described in this Section 2.1, you shall not be entitled to receive severance benefits described in Section 2.2 or Section 3.

**2.2 Pre-Change in Control Qualifying Termination.** If your Termination Date occurs during the Term and such termination is due to a Pre-Change in Control Qualifying Termination, in addition to your Accrued Obligations, you shall be entitled to receive severance pay (the “Severance Benefits”) (a) equal to the amount determined in accordance with Exhibit A attached hereto, and (b) payable in regular installments, in accordance with the Company’s normal payroll policies then in effect for the period set forth in Exhibit A (the “Severance Period”), which payments will commence with the first payroll period occurring after the expiration of the Severance Delay Period (the “Initial Payment”) and shall continue for the remainder of the Severance Period. The Initial Payment shall include payment for any payroll periods which occur during the Severance Delay Period.

All employee benefits and benefit accruals will cease as of the Termination Date. However, medical insurance benefits may be continued to the extent required by federal law. You may have other benefit conversion or withdrawal rights arising under any Company sponsored retirement or welfare benefit plan as a result of your separation from service. Settlement of reimbursable expenses under the terms of the Company’s expense reimbursement, travel and/or entertainment policies shall occur within twenty-one (21) days from your Termination Date.

**2.3 Involuntary Termination Without Cause During a Change in Control Period.** If a Change in Control occurs during the Term and your employment with the Company is terminated by the Company without Cause, or by you for Good Reason, during a Change in Control Period, you shall be entitled to receive Severance 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 Section 3 of this Agreement shall be considered a termination without Cause during a Change in Control Period (and not as a Pre-Change in Control Qualifying Termination).

**3. CHANGE IN CONTROL SEVERANCE BENEFITS.** If your employment with the Company is terminated as described in Section 2.3, in addition to the Accrued Obligations, you shall be entitled to the benefits specified in subsections 3.1 and 3.2 (the “Severance Benefits”) for the period of time set forth in the applicable section.

**3.1 Salary Payment or Continuance.** Following the expiration of the Severance Delay Period, you will be paid an amount (a) equal to the amount determined in accordance with Exhibit B attached hereto, and (b) payable on the terms as set forth in such Exhibit B; *provided, however*, if the Change in Control triggering Severance Benefits pursuant to this Section 3.1 does not constitute a “change in the ownership of the Company,” a “change in the effective control of the Company,” or a “change in the ownership of a substantial portion of the assets of the Company” as such terms are defined in Section 1.409A-3(i)(5) of the Treasury Regulations, the portion of the Severance Benefits described in this Section 3.1 that constitute deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) shall be paid to the Executive in installments over the same period as described in Section 2.2.

**3.2 Continuation of Benefits.** Effective as of the Termination Date, you will cease all health benefit coverage and other benefit coverage provided by the Company. Notwithstanding the foregoing, you may be entitled to elect continuing medical, prescription and dental coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”). In the event that you choose continuation of such coverage under COBRA, you shall continue to receive the medical, prescription and dental benefits at the levels you would have been entitled to receive had you remained in employment following the Termination Date (including any changes in benefits or costs that are implemented by the Company with respect to similarly-situated employees who are continuing in their employment), pursuant to COBRA, and the Company will reimburse to you the full COBRA premium amount following the Termination Date for the period of time set forth in Exhibit B (the “COBRA Continuation Period”), so long as you remain eligible to continue such coverage under COBRA. The costs of Company’s portion of any premiums due under this 3.2 shall be included in your gross income to the extent the provision of such benefits would be deemed to be discriminatory under Code Section 105(h). For the avoidance of doubt, the parties mutually agree that the period during which the Company pays any premiums under this Section 3.2 shall run concurrently with the applicable COBRA continuation period without any extension and you shall be solely responsible for the full cost of any heath premiums for the continuation of COBRA coverage which may extend past this period, if any. Notwithstanding the foregoing, if you become reemployed with another employer and receive medical, prescription or dental benefits under another employer-provided plan, this COBRA premium subsidy benefit shall cease regarding such applicable coverage. You agree that you will notify the Company within seven days of your obtaining employment that will provide you any such benefits.

**4. EFFECT OF TERMINATION ON STOCK OPTIONS, RESTRICTED STOCK AND CASH-BASED LONG-TERM INCENTIVE AWARDS.** In the event of any termination of your employment, all stock options, restricted stock or cash-based long-term incentive awards (“Cash Awards”) that are vested prior to the Termination Date shall be owned, exercisable or payable in accordance with their terms. Any of your stock options, restricted stock or Cash Awards that are not vested prior to the Termination Date shall lapse and be void; *provided, however,* if your employment with the Company is terminated as described in Section 2.3 above, then, (i) if your option, restricted stock or Cash Award agreements provide for immediate vesting in the event of a Change in Control, the terms of your option, restricted stock or Cash Award agreement shall control, and the exercise, lapse of restrictions or payment of such awards shall be made in accordance with the terms of such agreements and (ii) if your option, restricted stock or Cash Award agreement does not provide for immediate vesting in the event of a Change in Control, then you shall receive, within 30 days after the Termination Date, the sum of (X) a lump sum cash distribution equal to: the product of (a) the number of shares of the Company’s (or Successor Entity’s) common stock that are subject to options or restricted stock grants held by you that are not vested as of the Termination Date, multiplied by (b) the difference of: (1) the closing price of a share of the Company’s (or Successor Entity’s) common stock on the principal trading market of such shares as reported by The Wall Street Journal as of the day prior to the Termination Date (or, if the market is closed on that date, on the last preceding date on which the market was open for trading; or, if the stock of the Company or Successor Entity is not publicly traded as of such date, the fair market value of such stock, as determined by the Board of the Company or the Successor Entity in good faith), minus (2) the applicable exercise prices of those non-vested shares (which exercise price for restricted stock is zero for purposes of this calculation), and (Y) a lump sum distribution in an amount equal to the target amount (as determined pursuant to the terms of the applicable Cash Award agreement), or the actual amount earned under the Cash Award Agreement if the applicable performance period for such award has ended, of your unvested and outstanding Cash Awards. For the avoidance of doubt, for the purposes of determining the vesting of your awards covered by this Section 4, if a transaction occurs that would not meet the definition of a Change in Control provided for in the Cracker Barrel Old Country Store, Inc. 2002 Omnibus Incentive Compensation Plan, Cracker Barrel Old Country Store, Inc. Amended and Restated Stock Option Plan, the Cracker Barrel Old Country Store, Inc. 2010 Omnibus Stock and Incentive Plan (collectively, the “CBRL Equity Plans”) or any awards agreements issued thereunder, but would meet the definition of a Change in Control under Section 1.3 of this Agreement, then the provisions of this Section 4 shall control the vesting and payment of such awards. For purposes of the CBRL Equity Plans, this Section 4 shall be construed as an Award Notice, or an amendment thereto, governing the applicable Awards (each as defined in the CBRL Equity Plans) and to the Option agreements granted under the Amended and Restated Stock Option Plan (as defined therein) to the extent necessary to carry out the intent of this Agreement.

**5. CONDITIONS FOR RECEIVING SEVERANCE BENEFITS.** In consideration for the Severance Benefits offered to you pursuant to Section 2.2(a) and Section 3, you hereby agree, or shall agree in writing prior to the payment of any Severance Benefits on forms prescribed by the Company, to the following conditions:

(a) Strict non-disclosure of Company marketing, financial, strategic planning, proprietary or other information which is not generally known to the public: 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 5 shall be construed as prohibiting the Company from pursuing any remedies available to it for any breach or threatened breach of this Section 5, including, without limitation, the recovery of damages from you or any person or entity acting in concert with you;

(b) Return to the Company of all Company property in good condition and repair (normal wear and tear excepted) including but not limited to keys, security cards and fobs, credit cards, furniture, equipment, automobiles, computer hardware and software, telephone equipment, and all documents, manuals, plans, equipment, training materials, business papers, personnel files, computer files or copies of the same relating to Company business which are in the Employee's possession;

(c) An unconditional release from all charges, complaints and claims, including attorney fees, based on employment with the Company, or the termination of that employment by executing the General Release substantially in form and substance as set forth in Exhibit C attached hereto; provided that the General Release shall have become effective, you shall not have revoked such release and all applicable revocation periods with respect to such release shall have expired prior to the expiration of the Severance Delay Period;

(d) Resignation from job position and membership in any Company board, committee or task force;

(e) Strict compliance with the terms of any Noncompete/Nonsolicitation attached hereto as Exhibit D;

In the event the conditions set forth in subsections (a) to (e) above are not met (including the expiration of any applicable revocation periods) by the end of the Severance Delay Period, or have been breached at any time, you shall forfeit all rights to any Severance Benefits hereunder and the Company shall be under no obligation to make any payments to you pursuant to this Agreement. You understand and agree that the right to obtain the Severance Benefits subject to compliance with this section is adequate consideration for the release of claims set forth in Section 5(c) and that such release will continue in full force and effect even though you do not receive Severance Benefits as a result of your failure to comply with this Section 5. The provisions of this Section 5 shall survive any termination of this Agreement or your employment with the Company.

For clarity, the Noncompete/Nonsolicitation associated herewith is separate and apart from, and in addition to, the Business Protection Provisions as contained in Section 13 of the Employment Agreement applicable following the termination of the Employment Agreement, provided that during any period in which the covenants of the Noncompete/Nonsolicitation hereto and the Business Protection Provisions of the Employment Agreement would otherwise both apply, the Business Protection Provisions of the Employment Agreement should control. By way of example, if your employment terminates at the end of month ten following the Effective Date, and you are entitled to and elect to receive the applicable Severance Benefits hereunder, you would (1) be subject to this Section 5 and (2) continue to be subject to the Business Protection Provisions under the Employment Agreement for eight additional months and thereafter be subject to the provisions of Exhibit D for an additional ten months (e.g., so that the restrictive covenants extended for a full 18 month period).

## **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 6.3. 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 and as is consistent with Section 409A of the Code. Notwithstanding the foregoing, the parties specifically acknowledge that the provisions of Section 2.2(b), Article 10 (Change in Control), Article 11 (Cost of Enforcement), Article 12 (Publicity; No Disparaging Statements), Article 13 (Business Protection Provisions), Article 14 (Return of Materials) and Article 15 (General Provisions) of the Employment Agreement shall survive the expiration of the Term of the Employment Agreement as provided therein and control those matters to the extent applicable and as set forth in Article 5 herein.

**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 (without giving effect to any conflict of law principles that would require the application of any other laws), 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 Section 280G of the Code.**

(a) Notwithstanding any other provision to the contrary, if any payments or benefits that you would receive from the Company pursuant to this Agreement or otherwise (collectively, the “Payments”) would, either separately or in the aggregate, (i) constitute “parachute payments” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Payments will be equal to the Reduced Amount (defined below). The “Reduced Amount” will be either (1) the entire amount of the Payments, or (2) an amount equal to the largest portion of the Payments that would result in no portion of any of the Payments (after reduction) being subject to the Excise Tax, whichever amount after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in your receipt, on an after-tax basis, of the greatest amount of the Payments. If a reduction in the Payments is to be made so that the amount of the Payments equals the Reduced Amount, the Payments will be paid only to the extent permitted under the Reduced Amount alternative; provided, that in the event the Reduced Amount is paid, the cash payments set forth in Section 3.1 shall be reduced as required by the operation of this Section 6.9.

(b) The Company shall engage the accounting firm engaged by the Company for general audit purposes at least 20 business days prior to the effective date of the Change in Control to perform any calculation necessary to determine the amount, if any, payable to you pursuant to Section 3.1, as limited by this Section 6.9. If the accounting firm so engaged by the Company is also serving as accountant or auditor for the individual, entity or group that will control the Company following the Change in Control, the Company may appoint a nationally recognized accounting firm other than the accounting firm engaged by the Company for general audit purposes to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(c) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and you within 20 days after the date on which such accounting firm has been engaged to make such determinations or within such other time period as agreed to by the Company and you. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and you.

(d) Notwithstanding the foregoing, in determining the reduction, if any, that shall occur as a result of this Section 6.9, the amounts payable or benefits to be provided to you shall be reduced such that the economic loss to you as a result of the Excise Tax elimination is minimized. In applying this principle, the reduction shall first be made to the cash payments described in Section 2.2(a) or Section 3.1, as applicable, first, and otherwise in a manner consistent with the requirements of Section 409A of the Code, and where more than one economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

#### **6.10 Section 409A of the Code.**

(a) Notwithstanding the other provisions hereof, this Agreement is intended to comply with the requirements of Section 409A of the Code, to the extent applicable, and this Agreement shall be interpreted to avoid any penalty sanctions under Section 409A of the Code. Accordingly, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code and, if necessary, any such provision shall be deemed amended to comply with Section 409A of the Code and regulations thereunder. If any payment or benefit cannot be provided or made at the time specified herein without incurring sanctions under Section 409A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions will not be imposed. Except to the extent permitted under Section 409A of the Code, in no event may you, directly or indirectly, designate the calendar year of any payment under this Agreement. Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(b) Notwithstanding any provision to the contrary in this Agreement, if on the date of your termination of employment, you are a “specified employee” (as such term is defined in Section 409A(a)(2)(B)(i) of the Code and its corresponding regulations) as determined by the Board (or its delegate) in accordance with its “specified employee” determination policy, then all severance benefits payable to you under this Agreement that constitute deferred compensation subject to the requirements of Section 409A of the Code that are payable to you within the six (6) month period following your separation from service shall be postponed for a period of six (6) months following your “separation from service” with the Company (or any successor thereto). Any payments delayed pursuant to this Section 6.10(c) will be made in a lump sum on the Company’s first regularly scheduled payroll date that follows such six (6) month period or, if earlier, the date of your death, and any remaining payments required to be made under this Agreement will be paid upon the schedule otherwise applicable to such payments under this Agreement.

(c) Notwithstanding any other provision to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of “deferred compensation” (as such term is defined in Section 409A of the Code and the Treasury Regulations promulgated thereunder) upon or following a termination of employment unless such termination is also a “separation from service” from the Company within the meaning of Section 409A of the Code and Section 1.409A-1(h) of the Treasury Regulations and, for purposes of any such provision of this Agreement, references to a “separation,” “termination,” “termination of employment” or like terms shall mean “separation from service.”

(d) Notwithstanding any other provision to the contrary, in no event shall any payment under this Agreement that constitutes “deferred compensation” for purposes of Section 409A of the Code and the Treasury Regulations promulgated thereunder be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

(e) To the extent that any reimbursement, fringe benefit or other similar plan or arrangement in which you participate during the term of your employment under this Agreement or thereafter provides for a “deferral of compensation” within the meaning of Section 409A of the Code, (1) the amount eligible for reimbursement or payment under such plan or arrangement in one calendar year may not affect the amount eligible for reimbursement or payment in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid); (2) subject to any shorter time periods provided herein or the applicable plans or arrangements, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (3) any such reimbursement or payment may not be subject to liquidation or exchange for another benefit, all in accordance with Section 1.409A-3(i)(1)(iv) of the Treasury Regulations.

(f) For the avoidance of doubt, any payment due under this Agreement within a period following your termination of employment or other event, shall be made on a date during such period as determined by the Company in its sole discretion.

(g) By accepting this agreement, you hereby agree and acknowledges that the Company makes no representations with respect to the application of Code Section 409A to any tax, economic, or legal consequences of any payments payable to you hereunder and, by the acceptance of this Agreement, you agree to accept the potential application of Code Section 409A to the tax and legal consequences of payments payable to you hereunder.

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.

CRACKER BARREL OLD COUNTRY STORE, INC.

By: Michael J. Zylstra

Title: Vice President, General Counsel and Corporate Secretary

The foregoing is fully agreed to and accepted by:

Company Employee's Signature: /s/ Sandra B. Cochran

Please Print or Type Name: Sandra B. Cochran

Please Print or Type Title: President and Chief Executive Officer

**Exhibit A**

**Section 2.2 Severance Benefits**

<u>Position</u>	<u>Severance Benefit</u>
Chief Executive Officer	18 months base salary

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## **Exhibit B**

### **Section 3 Severance Benefits**

**Section 3.1 Amount and Term:** The amount of the Severance Benefits shall be determined in accordance with your position with the Company immediately before the Date of Termination (exclusive of any Company action constituting Good Reason as follows:

(a) CEO - an amount equal to the product of 3.00 times the sum of the following amounts: (1) the average of your annual base salary for the three (3) years immediately preceding the Termination Date, and (2) the average of any bonus payments for the three (3) years immediately preceding the Termination Date. This payment shall be made in cash in a single lump sum immediately following the expiration of the Severance Delay Period.

**Section 3.2 Term:** Except as otherwise provided in Section 3.2, the Company's obligation to reimburse premium during the COBRA Continuation Period shall begin as of the Termination Date and end 18 months following the Termination Date. If at this time you are not eligible to receive healthcare coverage from another employer, the Company will continue to reimburse you an amount equal to the monthly COBRA premium for up to an additional 6 months (or, if earlier, the time at which you become eligible to receive such healthcare coverage from another employer).

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**Exhibit C**

**GENERAL RELEASE**

I, \_\_\_\_\_, in consideration of and subject to the performance by Cracker Barrel Old Country Store, Inc. (together with each of its Subsidiaries, the “Company”), of its obligations under the Change in Control and Severance Agreement, dated as of September 26, 2013 (the “Agreement”), do hereby release and forever discharge as of the date hereof the Company and its affiliates and all present and former directors, officers, agents, representatives, employees, successors and assigns of the Company and its affiliates and the Company’s direct or indirect owners (collectively, the “Released Parties”) to the extent provided below.

1. I understand that any payments or benefits paid (or the right to obtain such payments or benefits granted to me subject to compliance with Section 5) under Section 2 or 3 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Section 2 or Section 3 of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates. I also acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company.
  2. Except as provided in paragraph 4 below, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Genetic Information Nondiscrimination Act of 2008; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys’ fees incurred in these matters) (all of the foregoing collectively referred to herein as the “Claims”).
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3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.
4. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims. I further agree that I am not aware of any pending charge or complaint of the type described in paragraph 2 as of the execution of this General Release.
5. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.
6. I agree that if I violate this General Release by suing the Company or the other Released Parties for any claim that does not arise under the Age Discrimination in Employment Act, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement.
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7. I agree that this General Release is confidential and agree not to disclose any information regarding the terms of this General Release, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. Notwithstanding anything herein to the contrary, each of the parties (and each affiliate and person acting on behalf of any such party) agree that each party (and each employee, representative, and other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction contemplated in the Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to such party or such person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws. This authorization is not intended to permit disclosure of any other information including (without limitation) (i) any portion of any materials to the extent not related to the tax treatment or tax structure of this transaction, (ii) the identities of participants or potential participants in the Agreement, (iii) any financial information (except to the extent such information is related to the tax treatment or tax structure of this transaction), or (iv) any other term or detail not relevant to the tax treatment or the tax structure of this transaction.
8. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or governmental entity.
9. I agree to reasonably cooperate with the Company in any internal investigation, any administrative, regulatory, or judicial proceeding or any dispute with a third party.
10. I agree not to disparage the Company, its past and present investors, officers, directors or employees or its affiliates and to keep all confidential and proprietary information about the past or present business affairs of the Company and its affiliates confidential in accordance with the terms of the Agreement unless a prior written release from the Company is obtained. I further agree that as of the date hereof, I have returned to the Company any and all property, tangible or intangible, relating to its business, which I possessed or had control over at any time (including, but not limited to, Company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data. Nothing in this Agreement will prohibit the making of any truthful statements made by any Person in response to a lawful subpoena or legal proceeding or to enforce such Person's rights under this Agreement, or any other agreement between you, the Company, and its Subsidiaries.
11. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect (i) any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof, (ii) any rights or obligations under applicable law which cannot be waived or released pursuant to an agreement, (iii) any rights to payments or benefits under Section 2 or Section 3 of the Agreement, (iv) my rights of indemnification and directors and officers insurance coverage to which I may be entitled solely with regards to my service as an officer or director of the Company; (v) my rights with regard to accrued benefits under any employee benefit plan, policy or arrangement maintained by the Company or under COBRA; and (vi) my rights as a stockholder or other equityholder of the Company and/or its affiliates.
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12. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

- (a) I HAVE READ IT CAREFULLY;
  - (b) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
  - (c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
  - (d) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
  - (e) I HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON, TO CONSIDER IT;
  - (f) THE CHANGES TO THE AGREEMENT SINCE EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST.
  - (g) I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;
  - (h) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
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(i) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATE: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

ACCEPTED:

CRACKER BARREL OLD COUNTRY STORE, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit D**  
**Noncompete/Nonsolicitation.**

(a) In further consideration of the benefits to you hereunder you agree that, during your employment with the Company and its Subsidiaries and for eighteen months thereafter in the event that you are receiving severance benefits pursuant to Exhibit A or Exhibit B of this Agreement or have been terminated for Cause as defined by Paragraph 1.2, you shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, be employed in an executive, managerial or administrative capacity by, or in any manner engage in, any business within the United States that is engaging in the multi-unit restaurant business that offers full service family or casual dining, including, but not limited to, Biglari Holdings, Inc. (Steak n Shake and Western Sizzlin), Bob Evans Farms, Brinker International (Chili's, Maggiano's, Romano's Macaroni Grill), Darden Restaurants, Inc. (Red Lobster, Olive Garden, Longhorn Steakhouse, The Capital Grille, Bahama Breeze, Seasons 52), Denny's, DineEquity, Inc. (IHOP, Applebee's), First Watch, Huddle House, O'Charley's, Perkins, Ruby Tuesday, Shoney's, and Waffle House, or any other businesses that are competitive with any of the businesses engaged in by the Company or its Subsidiaries during the last twelve months of your employment with the Company and its Subsidiaries or, as of the date of termination of such employment, are contemplated to exist during the eighteen-month period following the date of the termination of your employment (collectively, the "Restricted Business"). You acknowledge that during the course of your employment with the Company and its Subsidiaries, as a result of your senior executive position within the Company, you have and will become familiar with the Company's and its Subsidiaries' business strategies, trade secrets, personnel and with other Confidential Information concerning the Company and its Subsidiaries at the very highest level and that your services have been and shall continue to be of special, unique, and extraordinary value to the Company and its Subsidiaries. Nothing herein shall prohibit you from (i) being a passive owner of not more than 2% of the outstanding stock of any class of a corporation that is publicly traded, so long as you have no active participation in the business of such corporation; or (ii) becoming employed, engaged, associated or otherwise participating with a separately managed division or subsidiary of a competitive business that does not engage in the Restricted Business (provided that your services are provided only to such division or subsidiary); or (iii) accepting employment with any federal or state government or governmental subdivision or agency.

(b) During your employment with the Company and its Subsidiaries and for eighteen months thereafter, you agree that, you shall not directly or indirectly through another Person (i) induce or attempt to induce any employee of the Company or any Subsidiary to leave the employ of the Company or such Subsidiary, or in any way interfere with the relationship between the Company or any Subsidiary and any employee thereof; (ii) hire any Person who was an employee of the Company or any Subsidiary, at any time during the twelve-month period immediately following the termination of your employment with the Company; or (iii) induce or attempt to induce any member, provider, payor or other business relation of the Company or any Subsidiary to cease or materially reduce doing business with the Company or such Subsidiary, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company or any Subsidiary (including, without limitation, making any negative or disparaging statements or communications regarding the Company or its Subsidiaries). Notwithstanding the foregoing, nothing in this Agreement shall prohibit you from employing an individual (i) with the consent of the Company or (ii) who responds to general solicitations in publications or on websites, or through the use of search firms, so long as such general solicitations or search firm activities are not targeted specifically at an employee (or former employee, as described above) of the Company or any of its Subsidiaries.

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(c) If you breach any of these Noncompete/Nonsolicitation covenants, you agree that the Company shall have the right to enforce such covenants by way of a temporary restraining order and/or a preliminary and/or permanent injunction by any court having jurisdiction, without the posting of any bond or security by the Company and that should the Company commence an action for injunctive relief, the Company shall also have the right in the same proceeding to seek and obtain money damages caused by the breach.

(d) If any of the provisions of the above Noncompete/Nonsolicitation covenants above is construed to be invalid or unenforceable in any respect, you agree that the same may be modified as the court may direct in order to make such provision reasonable and enforceable, and such modification of the provision shall not affect the remainder of the provisions of the covenants, and such provision will be given the maximum possible effect and the modified agreement will be fully enforceable.

(e) In the event you breach any of these Noncompete/Nonsolicitation covenants, you agree that the Noncompete Period shall be extended by the amount of time in which you are in breach of the covenants.

(f) You agree that should you breach any of the covenants contained herein, you will pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from any action to enforce the terms and obligations hereunder pursued by the Company, whether such remedy is pursued by a legal action or whether such costs and expenses are incurred with or without suit or before or after judgment.

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

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EXHIBIT 21

Subsidiaries of the Registrant

The following is a list of the significant subsidiaries of the Registrant as of August 2, 2013, all of which are wholly-owned:

<u>Parent</u>	<u>State of Incorporation</u>
Cracker Barrel Old Country Store, Inc.	Tennessee
<u>Subsidiaries</u>	
CBOCS Distribution, Inc. (dba Cracker Barrel Old Country Store)	Tennessee
CBOCS Properties, Inc. (dba Cracker Barrel Old Country Store)	Michigan
CBOCS West, Inc. (dba Cracker Barrel Old Country Store)	Nevada
Rocking Chair, Inc.	Nevada
CBOCS Texas, LLC (dba Cracker Barrel Old Country Store)	Tennessee

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 33-37567, 33-45482, 333-63442, 333-71384, 333-81063, 333-111364 and 333-174744 on Form S-8 of our reports dated September 26, 2013 relating to the consolidated financial statements of Cracker Barrel Old Country Store, Inc., and the effectiveness of Cracker Barrel Old Country Store, Inc.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K of Cracker Barrel Old Country Store, Inc. for the year ended August 2, 2013.

/s/ Deloitte & Touche LLP

Nashville, Tennessee  
September 26, 2013

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EXHIBIT 31.1

CERTIFICATION

I, Sandra B. Cochran, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cracker Barrel Old Country Store, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 26, 2013

/s/Sandra B. Cochran

Sandra B. Cochran, President and  
Chief Executive Officer

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EXHIBIT 31.2

CERTIFICATION

I, Lawrence E. Hyatt, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cracker Barrel Old Country Store, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 26, 2013

/s/Lawrence E. Hyatt

Lawrence E. Hyatt, Senior Vice President  
and Chief Financial Officer

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

In connection with the Annual Report of Cracker Barrel Old Country Store, Inc. (the "Issuer") on Form 10-K for the fiscal year ended August 2, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Sandra B. Cochran, President and Chief Executive Officer of the Issuer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Date: September 26, 2013

By: /s/Sandra B. Cochran  
Sandra B. Cochran  
President and Chief Executive Officer

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

In connection with the Annual Report of Cracker Barrel Old Country Store, Inc. (the "Issuer") on Form 10-K for the fiscal year ended August 2, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lawrence E. Hyatt, Senior Vice President and Chief Financial Officer of the Issuer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Date: September 26, 2013

By: /s/Lawrence E. Hyatt  
Lawrence E. Hyatt,  
Senior Vice President and Chief Financial Officer

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