

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

Schedule TO  
(Amendment No. 2)

TENDER OFFER STATEMENT UNDER SECTION 14(D)(1) OR 13(E)(1) OF  
THE SECURITIES EXCHANGE ACT OF 1934

**CBRL Group, Inc.**  
(Name of Subject Company (Issuer))

**CBRL Group, Inc. (Issuer)**  
(Name of Filing Person (Offeror and Issuer))

**Liquid Yield Option Notes due 2032 (Zero Coupon - Senior)**  
(Title of Class of Securities)

**12489 VAB2 and 12489 VAA4**  
(CUSIP Number of Class of Securities)

**Lawrence E. White**  
**Senior Vice President - Finance and Chief Financial Officer**  
**CBRL Group, Inc.**  
**305 Hartmann Drive,**  
**P.O. Box 787**  
**Lebanon, Tennessee 37088-0787**  
**Telephone: (615) 444-5533**  
(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications on Behalf of Filing Persons)

*Copies to:*

**Gary M. Brown**  
**Baker, Donelson, Bearman, Caldwell & Berkowitz, PC**  
**Commerce Center, Suite 1000**  
**211 Commerce Street**  
**Nashville, Tennessee 37201**  
**Telephone: (615) 726-5600**

**CALCULATION OF FILING FEE**

<b>Transaction Valuation*</b>	<b>Amount of Filing Fee**</b>
<b>\$200,479,971</b>	<b>\$6,155</b>

\* Estimated solely for purposes of determining the amount of the filing fee. The accreted value of the Liquid Yield Option Notes due 2032 (Zero Coupon—Senior) (the “Old Notes”), as described herein, is \$475.01 per \$1,000 principal amount at maturity. As of March 20, 2007 there was \$422,050,000 in aggregate principal amount at maturity of Securities outstanding, resulting in an aggregate maximum purchase price of \$200,479,971. In the transaction, up to \$422,050,000 in principal amount of Zero Coupon Senior Convertible Notes due 2032 (the “New Notes” are being offered in exchange for the Old Notes.

\*\*The amount of the filing fee, calculated in accordance with Rule 0-11(b)(1) of the Securities Exchange Act of 1934, as amended, equals \$30.70 per million of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$6,155 Filing Party: CBRL Group, Inc.  
Form or Registration No.: Schedule TO-I Date Filed: March 20, 2007

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

INTRODUCTORY STATEMENT TO AMENDMENT NO. 2

This Amendment No. 2 ("Amendment No. 2") amends and supplements the Tender Offer Statement on Schedule TO filed by CBRL Group, Inc., a Tennessee corporation ("CBRL" or the "Company"), with the Securities and Exchange Commission (the "SEC") on March 20, 2007, (the "Schedule TO"), as amended by Amendment No. 1 to Schedule TO filed by the Company with the SEC on April 17, 2007 ("Amendment No.1") (the Schedule TO, as amended by Amendment No.1, the "Existing Schedule TO") relating to an offer by the Company to exchange (the "Exchange Offer") up to \$422,030,000 in principal amount at maturity of the Company's Zero Coupon Senior Convertible Notes due 2032 (the "New Notes") plus an exchange fee for the Company's issued and outstanding Liquid Yield Option Notes due 2032 (Zero Coupon—Senior) (the "Old Notes"). Originally, there were \$422,050,000 principal amount at maturity of Old Notes outstanding; however, on April 3, 2007, as required by the controlling indenture, the Company purchased \$20,000 in principal amount at maturity of Old Notes. The Exchange Offer is being made upon the terms and subject to the conditions set forth in the Exchange Circular dated March 20, 2007 (the "Exchange Circular") (filed as exhibit (a)(1)(A) to the Schedule TO), the Supplement to Exchange Circular dated April 17, 2007 (the "Supplement") (filed as exhibit (a)(1)(E) to Amendment No. 1), the Letter of Transmittal (filed as exhibit (a)(1)(B) to the Schedule TO) and the Amended and Restated Letter of Transmittal (filed as Exhibit (a)(1)(F) to Amendment No. 1).

This Amendment No. 2 is intended to satisfy the reporting requirements of Rule 13e-4(c)(2) of the Securities Exchange Act of 1934, as amended. The Company is making the Exchange Offer pursuant to an exemption from registration under Section 3(a)(9) of the Securities Act of 1933, as amended.

The information in the Exchange Circular, the Supplement and the related Letter of Transmittal and Amended and Restated Letter of Transmittal is incorporated herein by reference into Amendment No. 2, except that such information is hereby amended and supplemented as follows:

**Item 11. Additional Information**

Item 11 of the Existing Schedule TO is hereby amended and supplemented by adding the following information:

On May 1, 2007, the Company issued a press release announcing the results of the Exchange Offer, which expired at 5:00 p.m., New York City time, on Monday, April 30, 2007. A copy of that press release is filed as Exhibit (a)(5)(D) to this Amendment No. 2 and is incorporated herein by reference. As of the expiration of the Exchange Offer, \$375,931,000 aggregate principal amount at maturity of Old Notes, representing approximately 89% of the amount of Old Notes outstanding, had been tendered in exchange for an equal principal amount of New Notes. All Old Notes that were properly tendered were accepted for exchange. The exchange of New Notes for Old Notes is expected to take place on May 3, 2007. Following the consummation of the Exchange Offer, there are outstanding \$46,099,000 aggregate principal amount at maturity of Old Notes and \$375,931,000 aggregate principal amount at maturity of New Notes.

**Item 12. Exhibits**

See Exhibit Index immediately following signature page of this Amendment No.2.

**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

CBRL GROUP, INC.

By: /s/ N.B. Forrest Shoaf

Name: N.B. Forrest Shoaf

Title: Senior Vice President, Secretary and  
General Counsel

Dated: May 1, 2007

## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
(a)(1)(A)	Exchange Circular dated March 20, 2007 (incorporated by reference to Exhibit (a)(1)(A) to the Company's Tender Offer Statement on Schedule TO filed on March 20, 2007 (the "Original Schedule TO"))
(a)(1)(B)	Letter of Transmittal (incorporated by reference to Exhibit (a)(1)(B) to the Original Schedule TO)
(a)(1)(C)	Letter to Brokers (incorporated by reference to Exhibit (a)(1)(C) to the Original Schedule TO)
(a)(1)(D)	Letter to Clients (incorporated by reference to Exhibit (a)(1)(D) to the Original Schedule TO)
(a)(1)(E)	Supplement to Exchange Circular dated April 17, 2007 (incorporated by reference to Exhibit (a)(1)(E) to Amendment No. 1 to the Company's Tender Offer Statement on Schedule TO filed on April 17, 2007 ("Amendment No. 1"))
(a)(1)(F)	Amended and Restated Letter of Transmittal (incorporated by reference to Exhibit (a)(1)(F) to Amendment No. 1)
(a)(2)-(a)(4)	Not applicable
(a)(5)(A)	Press Release dated March 20, 2007 (incorporated by reference to Exhibit (a)(5)(A) to the Original Schedule TO)
(a)(5)(B)	Press Release dated April 17, 2007 (incorporated by reference to Exhibit (a)(5)(B) to Amendment No. 1)
(a)(5)(C)	Press Release dated April 25, 2007 (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated and filed on April 25, 2007)
(a)(5)(D)	Press Release dated May 1, 2007
(b)(1)	Credit Agreement dated as of April 27, 2006 among CBRL Group, Inc., the Subsidiary Guarantors named therein, the Lenders party thereto and Wachovia Bank, National Association, as Administrative Agent and Collateral Agent (incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarterly period ended April 28, 2006)
(b)(2)	Amendment No. 1 to Credit Agreement
(d)(1)	Indenture, dated as of April 3, 2002 (the "LYONs Indenture"), among the Company, the Guarantors (as defined therein) and U.S. Bank, National Association, as trustee, successor to Wachovia Bank, National Association, as trustee, relating to the Company's zero-coupon convertible senior notes (the "Notes") (incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarterly period ended May 3, 2002)

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- (d)(2) Form of Certificate for the Notes (included in the LYONS Indenture incorporated by reference as Exhibit 4(d) hereof) (incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarterly period ended May 3, 2002)
- (d)(3) Form of Guarantee of the Notes (included in the LYONS Indenture filed as Exhibit 4(d) hereof) (incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarterly period ended May 3, 2002)
- (d)(4) First amendment, dated as of June 19, 2002, to the LYONS Indenture (incorporated by reference to Amendment No. 1 to the Company's Annual Report on Form 10-K/A for the fiscal year ended July 30, 2004)
- (d)(5) Second amendment, dated as of July 30, 2004, to the LYONS Indenture (incorporated by reference to Amendment No. 1 to the Company's Annual Report on Form 10-K/A for the fiscal year ended July 30, 2004)
- (d)(6) Third amendment, dated as of December 31, 2004, to the LYONS Indenture (incorporated by reference to the Company's Quarterly Report on Form 10-Q the quarterly period ended January 28, 2005)
- (d)(7) Fourth amendment, dated as of January 28, 2005, to the LYONS Indenture (incorporated by reference to the Company's Current Report on Form 8-K under the Exchange Act filed on February 2, 2005)
- (d)(8) Form of Indenture, to be dated as May 1, 2007, among the Company, the Guarantors (as defined therein) and Regions Bank, an Alabama banking corporation, as trustee, relating to the Company's zero-coupon senior convertible notes due 2032 (incorporated by reference to Exhibit 4 to the Company's Application for Qualification of Indenture on Form T-3 filed with the Commission on March 20, 2007)
- (e) Not applicable
- (f) Not applicable
- (g) Not applicable
- (h) Opinion of Baker, Donelson, Bearman Caldwell & Berkowitz, P.C. (incorporated by reference to Exhibit (h) to the Original Schedule TO)

CBRL GROUP, INC.

POST OFFICE BOX 787

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T E N N E S S E E

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CBRL GROUP, INC.

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

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

**CBRL GROUP COMPLETES EXCHANGE OFFER FOR ITS  
CONVERTIBLE NOTES**

*Gives Notice That New Notes Will Be Redeemed*

**LEBANON, Tenn. - May 1, 2007** - CBRL Group, Inc. (the "Company") (Nasdaq: CBRL) announced today that it has completed its offer to exchange a new issue of Zero Coupon Senior Convertible Notes due 2032 (CUSIP No. 12489VAC0) (the "New Notes") plus an exchange fee for the Company's Liquid Yield Option™ Notes due 2032 (Zero Coupon—Senior) (CUSIP Nos. 12489VAB2 and 12489VAA4) (the "Old Notes"). The exchange offer expired at 5:00 p.m., Eastern Standard Time, on April 30, 2007. As of the expiration of the exchange offer, \$375,931,000 aggregate principal amount at maturity of Old Notes, representing approximately 89% of the amount of Old Notes outstanding, had been tendered in exchange for an equal principal amount of New Notes. All Old Notes that were properly tendered were accepted for exchange. The exchange of New Notes for Old Notes is expected to take place on May 3, 2007. Following the consummation of the exchange offer, there are outstanding \$46,099,000 aggregate principal amount at maturity of Old Notes and \$375,931,000 aggregate principal amount at maturity of New Notes.

The purpose of the exchange offer was to issue, in exchange for Old Notes, New Notes with a "net share settlement" feature. Both the Old Notes and the New Notes are convertible into 10.8584 shares of the Company's common stock per \$1,000 in principal amount at maturity. The net share settlement feature will allow the Company, upon conversion of a New Note, to satisfy a portion of its obligation due upon conversion in cash rather than with the issuance of shares of its common stock. This will reduce the share dilution associated with the conversion of the New Notes.

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**Note Redemption**

On April 25, the Company announced that it had directed the trustee of the Old Notes to send to all holders of Old Notes notice that the Old Notes would be redeemed on June 4, 2007 (the "Redemption Date"). Today, the Company also directed the trustee of the New Notes to send a notice to holders of the New Notes not later than May 4, 2007 that the New Notes would be redeemed on the Redemption Date. The redemption price of both the Old Notes and the New Notes is \$477.41 per \$1,000 in principal amount at maturity, which is the accreted principal amount of both the Old Notes and New Notes on the Redemption Date.

The aggregate redemption price of the Old Notes and the New Notes, collectively, will be approximately \$201 million, assuming that no holders of either Old Notes or New Notes convert their notes into common stock. At any time up to two business days prior to the Redemption Date, holders of Old Notes and New Notes can convert either Old Notes or New Notes, as the case may be. The conversion rate applicable to both the Old Notes and the New Notes is 10.8584 shares of common stock per \$1,000 in principal amount at maturity; however, in the case of the New Notes, the Company will settle its conversion obligations with a combination of cash and shares of common stock, if any, in lieu of only shares. Common stock will be issued upon conversion of the New Notes only to the extent that the conversion value exceeds the accreted principal amount of the New Notes. The conversion value generally will exceed the accreted principal amount of the notes if the Company's common stock trades at a price in excess of \$43.97 per share.

**This press release is neither an offer to sell nor a solicitation of an offer to buy any securities. The Company recommends that holders of Old Notes and New Notes obtain current stock price quotations for CBRL common stock before deciding whether to convert their respective notes or accept the redemption price. The risks associated with converting the New Notes are described in the Exchange Circular referred to below, a copy of which can be obtained from the Information Agent. Holders of New Notes should carefully consider these risks before deciding whether to exercise their right to convert New Notes.**

The Company indicated that it intends to repurchase, through open market purchases, any shares of common stock that are issued in connection with the conversion of either the Old Notes or new Notes. The Company will pay the redemption price of the Old Notes and New Notes as well as the purchase price for any shares of common stock that are issued in connection with a conversion of any Old Notes or New Notes through a draw on its existing delayed-draw term loan facility and cash on hand.

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Information concerning the exchange offer and copies of the Exchange Circular and related documents may be obtained from the information agent:

Global Bondholder Services Corporation  
65 Broadway - Suite 704  
New York, NY 10006  
Attn: Corporate Actions  
Telephone: (212) 430-3774 (Banks and Brokers)  
(866) 470-4300

**About CBRL Group, Inc.**

Headquartered in Lebanon, Tennessee, CBRL Group, Inc. presently operates 557 Cracker Barrel Old Country Store<sup>®</sup> restaurants and gift shops located in 41 states.

**Cautionary Statement Regarding Forward Looking Information**

*Certain matters discussed in this news release are not historical facts but are forward-looking statements regarding the Company's intention to redeem the Old Notes and the New Notes and implement other financing initiatives. The Company's ability to complete the redemption of the Old Notes and the New Notes, the refinancing, and the remaining authorized share repurchases will depend, among other things, on market conditions, and there can be no assurance that the Company will complete these initiatives on the anticipated terms or at all. Risks and uncertainties related to the Company's business are discussed in the Company's SEC filings, including its Annual Report on Form 10-K for the year ended July 28, 2006 and Quarterly Reports on Form 10-Q for the quarters ended October 27, 2006 and January 26, 2007. The Company undertakes no obligation to update forward-looking statements.*

- END -

## AMENDMENT NO. 1 TO THE CREDIT AGREEMENT

Dated as of April 24, 2007

AMENDMENT NO. 1 TO THE CREDIT AGREEMENT (this "*Amendment*") among CBRL GROUP, INC., a Tennessee corporation (the "*Borrower*"), the banks, financial institutions and other institutional lenders parties to the Credit Agreement referred to below (collectively, the "*Lenders*") and WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "*Agent*") for the Lenders.

## PRELIMINARY STATEMENTS:

- (1) The Borrower, the Guarantors, the Lenders and the Agent have entered into a Credit Agreement dated as of April 27, 2006 (the "*Credit Agreement*"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement.
- (2) The Borrower has requested that the Required Lenders agree to amend certain provisions of the Credit Agreement.
- (3) The Required Lenders are, on the terms and conditions stated below, willing to grant the request of the Borrower and the Borrower and the Required Lenders have agreed to amend the Credit Agreement as hereinafter set forth.

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

SECTION 1. Amendment to Credit Agreement. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2, Article V of the Credit Agreement is hereby amended by (a) amending and restating Section 5.02(g)(iv), such Section to read in full as follows:

"(iv) the Borrower may repurchase, acquire or redeem the Convertible Notes and/or any notes exchanged ("*New Notes*") for such Convertible Notes (and/or any common stock into which such Convertible Notes or New Notes are converted) with the proceeds of the Term B-2 Facility and/or cash on hand;"

and (b) amending and restating Section 5.02(j)(i)(C), such Section to read in full as follows:

"(iv)(C) the conversion of subordinated debt into equity in accordance with its terms and any transaction permitted by Section 5.02(g)(iv);"

SECTION 2. Conditions to Effectiveness. This Amendment shall become effective when, and only when, the Agent shall have received (a) counterparts of this Amendment executed by the Borrower and the Required Lenders or, as to any of the Lenders, advice satisfactory to the Agent that such Lender has executed this Amendment, (b) the consent attached hereto (the "*Consent*") executed by each Guarantor and (c) payment in full of all expenses of counsel for the Agent in connection with this Amendment and the Credit Agreement.

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SECTION 3. Reference to and Effect on the Credit Agreement (a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in any of the Loan Documents to "the Credit Agreement", "thereunder", "thereof", or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

(b) The Credit Agreement, as specifically modified by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case as amended by this Amendment.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent, nor constitute a waiver of any provision of the Credit Agreement.

SECTION 4. Costs and Expenses. The Borrower agrees to pay on demand all costs and expenses of the Agent in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and expenses of counsel for the Agent) in accordance with the terms of Section 9.04 of the Credit Agreement.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CBRL GROUP, INC., as Borrower

By /s/ Lawrence E. White  
Name: Lawrence E. White  
Title: Senior Vice President-Finance and  
Chief Financial Officer

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WACHOVIA BANK, NATIONAL ASSOCIATION, as  
Agent and Lender

By /s/ Jorge A. Gonzalez  
Name: Jorge A. Gonzalez  
Title: Managing Director

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The CIT Group/Equipment Financing, Inc.

By /s/  
Title: Managing Director

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Bank of America, N.A., as Lender

By /s/ Angelo Maragos  
Name: Angelo Maragos  
Title: Vice President

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Fortis Capital  
Lender

By           /s/ Timothy Strab            
Name: Timothy Strab  
Title: Managing Director

Fortis Capital  
Lender

By           /s/ Daniel M. Jaffe            
Name: Daniel M. Jaffe  
Title: Vice President

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ERSTE BANK DER OESTERREICHISCHEN  
SPARKASSEN AG

By \_\_\_\_\_ /s/ \_\_\_\_\_  
Title: Director

By \_\_\_\_\_ /s/ \_\_\_\_\_  
Title: Director

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SunTrust Bank

By           /s/ Jean-Paul-Purdy            
Jean-Paul-Purdy, Director

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Regions Bank

By \_\_\_\_\_ /s/ \_\_\_\_\_  
Title: Senior Vice President

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Fifth Third Bank

By           /s/ John K. Perez            
John K. Perez  
Title: Vice President

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AIB Debt Management Limited

By       /s/ Joseph Augustini        
Name: Joseph Augustini  
Title: Sr. Vice President

By       /s/ Roisin O'Connell        
Name: Roisin O'Connell  
Title: Vice President

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Keystone Nazareth Bank & Trust Company

By       /s/ Edwin C. Detwiler        
Name: Edwin C. Detwiler  
Title: Senior Vice President

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RAYMOND JAMES BANK, FSB

By           /s/ Andrew D. Hahn            
Title: Andrew D. Hahn, Vice President

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AgFirst Farm Credit Bank

By           /s/ J. Michael Mancini            
Name: J. Michael Mancini  
Title: Vice President

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GENERAL ELECTRIC CAPITAL CORPORATION

By           /s/ Amanda J. Van Heyst            
Title: Duly Authorized Signatory

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MIZUHO CORPORATE BANK, LTD.

By \_\_\_\_\_ /s/  
Title: Senior Vice President

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FCS FINANCIAL, PCA, FORMERLY KNOWN AS  
FARM CREDIT SERVICES OF MISSOURI, PCA, as  
lender

By           /s/ Terry Eidson            
Name: Terry Eidson  
Title: Senior Vice President, Credit Services

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By \_\_\_\_\_ /s/\_\_\_\_\_  
Title: Vice President/Managing Director

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First Tennessee Bank, N.A.

By           /s/ Ned Spitzer          

Name: Ned Spitzer

Title: Vice President

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By           /s/ Dale A. Richardson            
Name: Dale A. Richardson  
Title: VP, Illinois Capital Markets Group

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By \_\_\_\_\_/s/  
Title: Senior Vice President



Denali Capital LLC, managing member of DC Funding  
Partners LLC, portfolio manager for DENALI CAPITAL  
CLO V, LTD., or an affiliate

By           /s/ Ross Van Drunen            
Name: Ross Van Drunen  
Title: Vice President

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Denali Capital LLC, managing member of DC Funding  
Partners LLC, portfolio manager for DENALI CAPITAL  
CLO VI, LTD., or an affiliate

By           /s/ Ross Van Drunen            
Name: Ross Van Drunen  
Title: Vice President

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By           /s/ John O'Dowd          

Name: John O'Dowd

Title: Authorized Signatory

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Cooperative Centrale Raiffeisen-Boerenleenbank, B.A.  
"Rabobank Nederland", New York Branch

By           /s/ Tamira Treffers-Herrera            
Title: Tamira Treffers-Herrera - Executive Director

By           /s/ Brett Delfino            
Title: Brett Delfino - Executive Director

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Badgerland Farm Credit Services, FLCA, as Lender

By           /s/ Kenneth H. Rue            
Kenneth H. Rue

Agribusiness Finance Officer

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Humboldt Woods Segregated Portfolio  
By: Tall Tree Investment Management, LLC,  
as Collateral Manager

By           /s/ Michael J. Starshak Jr.            
Title: Michael J. Starshak Jr.  
Officer

---

Grant Grove CLO, Ltd.  
By: Tall Tree Investment Management, LLC,  
as Collateral Manager

By           /s/ Michael J. Starshak Jr.            
Title: Michael J. Starshak Jr.  
Officer

---

Founders Grove CLO, Ltd.  
By: Tall Tree Investment Management, LLC,  
as Collateral Manager

By           /s/ Michael J. Starshak Jr.            
Title: Michael J. Starshak Jr.  
Officer

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CONSENT

Dated as of April 24, 2007

Each of the undersigned, in connection with each of the Collateral Documents and the Guaranty referred to in the Credit Agreement dated as of April 27, 2006 (the "**Credit Agreement**") among CBRL GROUP, INC., the Guarantors named therein, the Lenders and agents named therein, and WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent, hereby consents to the foregoing Amendment No. 1 to the Credit Agreement (the "**Amendment**") and hereby confirms and agrees that notwithstanding the effectiveness of such Amendment, (a) the Guaranty is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of the Amendment, each reference in the Guaranty to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement, as amended by the Amendment and (b) the Collateral Documents and all of the Collateral described therein do, and shall continue to, secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case as amended by this Amendment.

CB MUSIC, LLC

By /s/ N.B. Forrest Shoaf  
Name: N.B. Forrest Shoaf  
Title: Assistant Secretary

CBOCS DISTRIBUTION, INC.

By /s/ N.B. Forrest Shoaf  
Name: N.B. Forrest Shoaf  
Title: Assistant Secretary

CBOCS PARTNER I, LLC

By /s/ Michael Zylstra  
Name: Michael Zylstra  
Title: Secretary

CBOCS PARTNER II, LLC

By /s/ Ursula Holmes  
Name: Ursula Holmes  
Title: President

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CBOCS PENNSYLVANIA, LLC

By /s/ N.B. Forrest Shoaf  
Name: N.B. Forrest Shoaf  
Title: Assistant Secretary

CBOCS PROPERTIES, INC.

By /s/ Ursula Holmes  
Name: Ursula Holmes  
Title: President

CBOCS SUPPLY, INC.

By /s/ Michael Zylstra  
Name: Michael Zylstra  
Title: Secretary

CBOCS TEXAS LIMITED PARTNERSHIP

By: CBOCS Partner I, LLC, its general partner

By /s/ Michael Zylstra  
Name: Michael Zylstra  
Title: Secretary

CBOCS WEST, INC.

By /s/ N.B. Forrest Shoaf  
Name: N.B. Forrest Shoaf  
Title: Assistant Secretary

CRACKER BARREL OLD COUNTRY  
STORE, INC.

By /s/ N.B. Forrest Shoaf  
Name: N.B. Forrest Shoaf  
Title: Assistant Secretary

ROCKING CHAIR, INC.

By /s/ Mindy Riddle  
Name: Mindy Riddle  
Title: President

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GUN BARREL ROAD LOGAN'S, INC.

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