

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

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported): May 25, 2021 (May 21, 2021)

**CRACKER BARREL OLD COUNTRY STORE, INC.**  
(Exact Name of Registrant as Specified in its Charter)

**Tennessee**  
(State or Other Jurisdiction  
of Incorporation)

**001-25225**  
(Commission File Number)

**62-0812904**  
(IRS Employer  
Identification No.)

**305 Hartmann Drive, Lebanon, Tennessee 37087**  
(Address of Principal Executive Offices) (Zip code)

**(615) 444-5533**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

**Item 1.01. Entry into a Material Definitive Agreement.**

On May 21, 2021, Cracker Barrel Old Country Store, Inc. (the “Company”) and certain subsidiaries of the Company entered into a Fifth Amendment (the “Amendment”) to the Company’s 2019 Revolving Credit Facility, by and among the Company, the subsidiary guarantors named therein, the several banks and other financial institutions and lenders from time to time party thereto and Bank of America, N.A., as administrative agent and collateral agent. The Amendment permits the Company to declare dividends and make other distributions in respect of the Company’s capital stock after August 1, 2021 (even though the Company remains in the Covenant Relief Period, as defined in the Fourth Amendment to Credit Agreement, dated as of February 19, 2021, among the Company, the subsidiary guarantors named therein, the lenders party thereto, and Bank of America, N.A., as administrative agent and collateral agent), including the dividend announced by the Company on May 25, 2021 in the Press Release (as defined below); provided that dividends and other such distributions during the period commencing August 1, 2021 and ending October 29, 2021 cannot exceed certain limits as set forth in the Amendment.

The Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the Amendment is qualified in its entirety by reference to such exhibit.

**Item 2.02. Results of Operations and Financial Condition.**

On May 25, 2021, the Company issued a press release (the “Press Release”) announcing the Company’s fiscal 2021 third quarter results of operations and projected outlook of certain items for the remainder of fiscal 2021. A copy of the Press Release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d)Exhibits.

**Exhibit No. Description**

[10.1](#) [Fifth Amendment to Credit Agreement, dated May 21, 2021, by and among Cracker Barrel Old Country Store, Inc., the Subsidiary Guarantors named therein, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent and Collateral Agent.](#)

[99.1](#) [Press Release issued by Cracker Barrel Old Country Store, Inc. dated May 25, 2021.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Date: May 25, 2021

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/ Richard M. Wolfson

Name: Richard M. Wolfson

Title: Senior Vice President, General Counsel and Corporate Secretary

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## FIFTH AMENDMENT TO CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of May 21, 2021 among CRACKER BARREL OLD COUNTRY STORE, INC., a Tennessee corporation (the "Borrower"), the Guarantors party hereto, the Lenders party hereto and BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below and amended hereby).

RECITALS

WHEREAS, the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and Collateral Agent, have entered into that certain Credit Agreement dated as of September 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement as set forth below, upon and subject to the terms and conditions specified in this Amendment.

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

1. Amendments. Subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended as follows:
  - (a) The definition of "Specified Dividend" in Section 1.01 of the Credit Agreement is hereby deleted in its entirety.
  - (b) The following new definition is hereby added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order to read as follows:

**"Rescindable Amount"** has the meaning specified in Section 2.11(e).
  - (c) The following sentence is hereby added at the end of Section 2.11(e) of the Credit Agreement to read as follows:

Furthermore, with respect to any payment that the Administrative Agent makes for the account of the Lenders or the Issuing Banks hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "**Rescindable Amount**"): (1) the Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender or such Issuing Bank, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

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(d) Section 5.02(g)(iii) of the Credit Agreement is hereby amended to read as follows:

(iii) so long as any such dividend, purchase, redemption, retirement or acquisition occurs subsequent to August 1, 2021 (it being understood that a dividend may be declared but not paid on or prior to such date), and so long as immediately after giving effect thereto, the sum of (A) availability under the Revolving A Credit Facility *plus* (B) unrestricted cash and Cash Equivalents on hand of the Loan Parties (the sum of such amounts in clauses (A) and (B) being referred to as "**Cash Availability**") equals or exceeds \$100,000,000, the Borrower may declare and pay cash dividends to its stockholders and purchase, redeem, retire or otherwise acquire shares of its own outstanding capital stock (x) in an unlimited amount if at the time such dividend, purchase or redemption is made and after giving effect thereto, the Borrower's Consolidated Total Leverage Ratio is 3.00 to 1.00 or less and (y) in an aggregate amount not to exceed \$100,000,000 in any Fiscal Year if at the time such dividend, purchase or redemption is made and after giving effect thereto, the Borrower's Consolidated Total Leverage Ratio is greater than 3.00 to 1.00; provided that, notwithstanding the foregoing clauses (x) and (y), so long as immediately after giving effect to the payment of any such dividends, Cash Availability equals or exceeds \$100,000,000, the Borrower may declare and pay cash dividends to its stockholders in an aggregate amount not to exceed in any Fiscal Year the product of (i) the aggregate amount of dividends permitted hereunder that were declared by the Borrower in the fourth quarter of the immediately preceding Fiscal Year multiplied by (ii) four (4); provided, further, that, notwithstanding the foregoing, the aggregate amount of all such dividends, purchases, redemptions, retirements and acquisitions paid during the period commencing August 1, 2021 and ending October 29, 2021 shall not exceed \$35,000,000;

(e) A new Section 7.12 is hereby added to the Credit Agreement to read as follows:

SECTION 7.12 Recovery of Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender or any Issuing Bank (the "**Credit Party**"), whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Credit Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Credit Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Credit Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

2. Conditions Precedent. This Amendment shall be effective upon satisfaction of the following conditions precedent:

(a) receipt by the Administrative Agent of counterparts of this Amendment duly executed by (i) an authorized officer acceptable to the Administrative Agent of each Loan Party, (ii) the Required Lenders and (iii) the Administrative Agent; and

(b) the Borrower shall have paid all reasonable costs and expenses of the Administrative Agent (including reasonable and documented fees and expenses of its legal counsel) in connection with this Amendment to the extent invoiced prior to or on the date hereof (paid directly to such counsel if requested by the Administrative Agent), without prejudice to a final settling of accounts between the Administrative Agent and the Borrower.

3. Miscellaneous.

(a) The Credit Agreement (as amended hereby) and the obligations of the Loan Parties thereunder and under the other Loan Documents are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Amendment shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of any Loan Document or a waiver by the Administrative Agent or any Lender of any rights and remedies under the Loan Documents, at law or in equity.

(b) Each Guarantor (i) acknowledges and consents to all of the terms and conditions of this Amendment, (ii) affirms all of its obligations under the Loan Documents, and (iii) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Credit Agreement or the other Loan Documents.

(c) The Borrower and the Guarantors hereby represent and warrant to the Administrative Agent and the Lenders as follows:

(i) Each Loan Party has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Amendment. This Amendment and the execution and performance hereof by the Loan Parties do not conflict with any Loan Party's organizational documents or any law, agreement or obligation by which any Loan Party is bound.

(ii) This Amendment has been duly executed and delivered by each Loan Party and constitutes a legal, valid and binding obligation of each Loan Party, enforceable against each such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity.

(iii) No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment.

(d) The Loan Parties represent and warrant to the Administrative Agent and the Lenders that (i) after giving effect to this Amendment, the representations and warranties contained in each Loan Document are true and correct in all material respects (or, in the case of any representation or warranty that is qualified by materiality or Material Adverse Effect, such representation or warranty is true and correct in all respects) on and as of the date hereof as though made on and as of the date hereof, other than any such representations or warranties that, by their express terms, refer to a specific earlier date, in which case as of such specific date, and (ii) no event has occurred and is continuing which constitutes a Default or an Event of Default.

(e) This Amendment shall constitute a Loan Document for all purposes. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Amendment will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

(f) **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE TERMS OF SECTIONS 9.05 AND 9.06 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BORROWER:

CRACKER BARREL OLD COUNTRY STORE, INC.,  
a Tennessee corporation

By: /s/ Richard M. Wolfson

\_\_\_\_\_  
Name: Richard M. Wolfson

Title: Senior Vice President, General Counsel and Secretary

GUARANTORS:

CBOCS SUPPLY, INC.,  
a Tennessee corporation

By: /s/ Richard M. Wolfson

\_\_\_\_\_  
Name: Richard M. Wolfson

Title: Secretary

CBOCS WEST, INC.,  
a Nevada corporation

By: /s/ Richard M. Wolfson

\_\_\_\_\_  
Name: Richard M. Wolfson

Title: Secretary

CB MUSIC LLC,  
a Tennessee limited liability company

By: /s/ Richard M. Wolfson

\_\_\_\_\_  
Name: Richard M. Wolfson

Title: Secretary

CB EATERTAINMENT, INC.,  
a Delaware corporation

By: /s/ Richard M. Wolfson

\_\_\_\_\_  
Name: Richard M. Wolfson

Title: Vice President, General Counsel and Secretary

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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CBOCS PENNSYLVANIA, LLC,  
a Pennsylvania limited liability company

By: /s/ Richard M. Wolfson  
Name: Richard M. Wolfson  
Title: Secretary

CBOCS DISTRIBUTION, INC.,  
a Tennessee corporation

By: /s/ Jeffrey M. Wilson  
Name: Jeffrey M. Wilson  
Title: Treasurer

ROCKING CHAIR, INC.,  
a Nevada corporation

By: /s/ Donna Roberts  
Name: Donna Roberts  
Title: Assistant Secretary

CBOCS TEXAS, LLC,  
a Tennessee limited liability company

By: /s/ Jeffrey M. Wilson  
Name: Jeffrey M. Wilson  
Title: President and Treasurer

CBOCS PROPERTIES, INC.,  
a Michigan corporation

By: /s/ S. Victoria Harvey  
Name: S. Victoria Harvey  
Title: President

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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ADMINISTRATIVE AGENT  
AND COLLATERAL AGENT:

BANK OF AMERICA, N.A.,  
as Administrative Agent and Collateral Agent

By: /s/ Linda Mackey  
Name: Linda Mackey  
Title: Vice President

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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LENDERS:

BANK OF AMERICA, N.A.,  
as an Issuing Bank, Swing Line Bank and a Lender

By: /s/ Robert J. Beckley

Name: Robert J. Beckley

Title: Senior Vice President

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as an Issuing Bank  
and a Lender

By: /s/ Darcy McLaren  
Name: Darcy McLaren  
Title: Director

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as a Lender

By: /s/ Sarah Fleet

Name: Sarah Fleet

Title: Executive Director

COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as a Lender

By: /s/ Jennifer Smith

Name: Jennifer Smith

Title: Executive Director

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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REGIONS BANK, as a Lender

By: /s/ Whit Steers

Name: Whit Steers

Title: Vice President

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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TRUIST BANK, as a Lender

By: /s/ J. Matthew Rowand

Name: J. Matthew Rowand

Title: Director

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Steven L. Sawyer

Name: Steven L. Sawyer

Title: Senior Vice President

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Tracey Silverman

Name: Tracey Silverman

Title: Sr. Vice President

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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FIRST HORIZON BANK, as a Lender

By: /s/ Brian Reeves

Name: Brian Reeves

Title: Senior Vice President

CRACKER BARREL OLD COUNTRY STORE, INC.  
FIFTH AMENDMENT TO CREDIT AGREEMENT

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SYNOVUS BANK, as a Lender

By: /s/ Chandra Cockrell

Name: Chandra Cockrell

Title: Relationship Manager

CRACKER BARREL OLD COUNTRY STORE, INC.  
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PINNACLE BANK, as a Lender

By: /s/ William H. Diehl

Name: William H. Diehl

Title: Senior Vice President

CRACKER BARREL OLD COUNTRY STORE, INC.  
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## CRACKER BARREL REPORTS THIRD QUARTER FISCAL 2021 RESULTS

### *Declares Quarterly Dividend*

### *Delivers Sequential Improvement in Operating Income Margin Compared to Fiscal 2021 Second Quarter*

**LEBANON, Tenn. – May 25, 2021** – Cracker Barrel Old Country Store, Inc. (“Cracker Barrel” or the “Company”) (Nasdaq: CBRL) today reported its financial results for the third quarter of fiscal 2021 ended April 30, 2021.

#### Third Quarter Fiscal 2021 Highlights

- The Company continued its sales recovery during the third quarter with both restaurant and retail comparable store sales improvements compared to the second quarter. Driven by the reopening of dining rooms and strategic sales initiatives, the Company further rebuilt its sales volumes.
  - Versus the third quarter of fiscal 2019<sup>1</sup>, comparable store restaurant sales decreased 8.6% and comparable store retail sales increased 10.8%.
  - Comparable store off-premise sales grew 144.0% compared to the third quarter of 2019<sup>1</sup> and represented approximately 23% of restaurant sales.
- GAAP operating income in the third quarter was \$52.5 million, or 7.4% of total revenue, and adjusted<sup>2</sup> operating income was \$55.7 million, or 7.8% of total revenue.
- GAAP net income was \$33.5 million, or 4.7% of total revenue. EBITDA was \$82.8 million, or 11.6% of total revenue; this represented an 84% sequential improvement compared to fiscal 2021 second quarter EBITDA of \$45.0 million.
- GAAP earnings per diluted share were \$1.41, and adjusted<sup>2</sup> earnings per diluted share were \$1.51.
- The Company’s Board of Directors declared a quarterly dividend of \$1.00 per share on the Company’s common stock payable on August 6, 2021 to shareholders of record on July 16, 2021.

Commenting on the third quarter results, Cracker Barrel President and Chief Executive Officer Sandra B. Cochran said, “The pace of our sales and margin recovery in the quarter exceeded expectations as we welcomed guests back into our dining rooms and our off-premise business remained strong. I’m pleased with the way our teams continue to deliver on our mission of Pleasing People as they care for guests and care for one another. As the ongoing recovery from the pandemic brings us closer to 2019 sales levels, I am confident our solid execution, unique brand, and the strategic initiatives implemented during the pandemic will support growth in long-term shareholder value.”

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**Third Quarter Fiscal 2021 Results****Revenue**

The Company reported total revenue of \$713.4 million for the third quarter of fiscal 2021, representing an increase of 64.9% compared to the third quarter of the prior year, and a decrease of 3.5% compared to the third quarter of 2019. With the easing of dining room capacity restrictions, average weekly sales volumes increased significantly, driven by improvements in dine-in traffic, retained off-premise volumes, and strong retail performance. Cracker Barrel average per-store restaurant sales volumes grew from approximately \$55,500 per fiscal week in fiscal January to approximately \$70,000 per fiscal week in April.

Cracker Barrel comparable store restaurant and retail sales growth versus fiscal February, March, April, and the third quarter of fiscal 2019<sup>1</sup> and versus the third quarter of fiscal 2020 as a whole were as follows:

	Versus FY19				Versus FY20	
	Comparable Period <sup>1</sup>				Comparable Period	
	Month Ended 2/26/21	Month Ended 3/26/21	Month Ended 4/30/21	Third Quarter Ended 4/30/21	Third Quarter Ended 4/30/21	Third Quarter Ended 4/30/21
Comparable restaurant sales	-16.2%	-8.5%	-3.1%	-8.6%		56.5%
Comparable retail sales	-8.6%	16.3%	20.1%	10.8%		102.8%

**Operating Income (EBIT)**

GAAP operating income in the third quarter was \$52.5 million, or 7.4% of total revenue. Excluding the approximately \$3.2 million in non-cash amortization related to the gains on the previously disclosed sale-leaseback transactions, adjusted<sup>2</sup> operating income was \$55.7 million, or 7.8% of total revenue. Sales recovery was the primary driver of the improved operating income trend over the course of fiscal 2021 year-to-date.

**Net Income, EBITDA and Earnings per Diluted Share**

GAAP net income was \$33.5 million, or 4.7% of total revenue, and EBITDA was \$82.8 million, or 11.6% of total revenue, in the third quarter. GAAP earnings per diluted share were \$1.41, and adjusted<sup>2</sup> earnings per diluted share were \$1.51.

**Quarterly Dividend Declared**

The Company's Board of Directors declared a quarterly dividend to common shareholders of \$1.00 per share, payable on August 6, 2021 to shareholders of record on July 16, 2021.

"I am pleased that our strong third quarter performance enabled us to restart our dividend program in keeping with our history of prudent capital management and allocation. As it always does, our Board will evaluate our capital structure and allocation priorities as we move past the pandemic and into our next fiscal year," said Ms. Cochran.

**Fiscal 2021 Fourth Quarter Outlook**

The Company is providing the following selected components of its fiscal 2021 fourth quarter outlook:

- Total revenues of approximately flat to fiscal 2019 fourth quarter total revenues.
- Continued sequential improvement in operating income margin above fiscal 2021 third quarter operating income margin.
- Commodity inflation of approximately 5.0% and wage inflation on a constant mix basis of between 3.0% and 3.5%.
- Capital expenditures of approximately \$25 million.
- Effective tax rate for the quarter in the range of 11% to 12%.

Additionally, the Company now expects to repay up to a total of \$500 million of its third-party borrowings for the 2021 fiscal year, including up to \$165 million during the fourth quarter.

The Company reminds investors that its outlook for fiscal 2021 reflects a number of assumptions, many of which are outside the Company's control, and a continued uncertain environment occasioned by the pandemic and increasing food and wage inflationary pressures.

<sup>1</sup> *For the purpose of comparing to fiscal 2019, comparable stores are defined as restaurants open a full 30 months before the beginning of the applicable period.*

<sup>2</sup> *For Non-GAAP reconciliations, please refer to the Reconciliation of GAAP-basis operating results to non-GAAP operating results section of this release.*

#### **Fiscal 2021 Third Quarter Conference Call**

As previously announced, the live broadcast of Cracker Barrel's quarterly conference call will be available to the public on-line at investor.crackerbarrel.com today beginning at 11:00 a.m. (ET). The on-line replay will be available at 2:00 p.m. (ET) and continue through June 8, 2021.

#### **About Cracker Barrel Old Country Store®**

Cracker Barrel Old Country Store, Inc. (Nasdaq: CBRL) provides a caring and friendly home-away-from-home experience while offering guests high-quality homestyle food to enjoy in-store or to-go and unique shopping — all at a fair price. Established in 1969 in Lebanon, Tenn., Cracker Barrel and its affiliates operate more than 660 company-owned Cracker Barrel Old Country Store® locations in 45 states and own the fast-casual Maple Street Biscuit Company. For more information about the Company, visit crackerbarrel.com.

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*Except for specific historical information, certain of the matters discussed in this press release may express or imply projections of revenues or expenditures, statements of plans and objectives or future operations or statements of future economic performance. These, and similar statements are forward-looking statements concerning matters that involve risks, uncertainties and other factors which may cause the actual performance of Cracker Barrel Old Country Store, Inc. and its subsidiaries to differ materially from those expressed or implied by this discussion. All forward-looking information is subject to completion of our financial procedures for Q3 FY 2021 and 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 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 and include the expected effects of COVID-19 on our business, financial condition and results of operations and of operational improvement initiatives, such as new menu items and retail offerings. Factors which could materially affect actual results include, but are not limited to: risks and uncertainties associated with the COVID-19 pandemic, including the duration of the COVID-19 pandemic and its ultimate impact on our business, levels of consumer confidence in the safety of dine-in restaurants, restrictions (including occupancy restrictions) imposed by governmental authorities, the effectiveness of cost saving measures undertaken throughout our operations, disruptions to our operations as a result of the spread of COVID-19 in our workforce, and our increased level of indebtedness, or constraints on our expenditures or cash management, brought on by additional borrowing necessitated by the COVID-19 pandemic; general or regional economic weakness, business and societal conditions, and weather on sales and customer travel; discretionary income or personal expenditure activity of our customers; information technology-related incidents, including data privacy and information security breaches, whether as a result of infrastructure failures, employee or vendor errors, or actions of third parties; our ability to identify, acquire and sell successful new lines of retail merchandise and new menu items at our restaurants; our ability to sustain or the effects of plans intended to improve operational or marketing execution and performance; uncertain performance of acquired businesses, strategic investments and other initiatives that we may pursue now or in the future; changes in or implementation of additional governmental or regulatory rules, regulations and interpretations affecting tax, wage and hour matters, health and safety, pensions, insurance or other undeterminable areas; the effects of plans intended to promote or protect our brands and products; commodity price increases; the ability of and cost to us to recruit, train, and retain qualified hourly and management employees; the effects of increased competition at our locations on sales and on labor recruiting, cost, and retention; workers' compensation, group health and utility price changes; consumer behavior based on negative publicity or changes in consumer health or dietary trends or safety aspects of our food or products or those of the restaurant industry in general, including concerns about outbreaks of infectious disease, as well as the possible effects of such events on the price or availability of ingredients used in our restaurants; the effects of our indebtedness and associated restrictions on our financial and operating flexibility and ability to execute or pursue our operating plans and objectives; changes in interest rates, increases in borrowed capital or capital market conditions affecting our financing costs and ability to refinance all or portions of our indebtedness; the effects of business trends on the outlook for individual restaurant locations and the effect on the carrying value of those locations; our ability to retain key personnel; the availability and cost of suitable sites for restaurant development and our ability to identify those sites; our ability to enter successfully into new geographic markets that may be less familiar to us; changes in land, building materials and construction costs; the actual results of pending, future or threatened litigation or governmental investigations and the costs and effects of negative publicity or our ability to manage the impact of social media associated with these activities; economic or psychological effects of natural disasters or unforeseen events such as terrorist acts, social unrest or war and the military or government responses to such events; disruptions to our restaurant or retail supply chain, including as a result of COVID-19; changes in foreign exchange rates affecting our future retail inventory purchases; the impact of activist shareholders; our reliance on limited distribution facilities and certain significant vendors; implementation of new or changes in interpretation of existing accounting principles generally accepted in the United States of America ("GAAP"); and other factors described from time to time in our filings with the Securities and Exchange Commission, press releases, and other communications. Any forward-looking statement made by us herein, or elsewhere, speaks only as of the date on which made. We expressly disclaim any intent, obligation or undertaking to update or revise any forward-looking statements made herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based.*

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**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**CONDENSED CONSOLIDATED INCOME STATEMENT**  
(Unaudited and in thousands, except share and per share amounts, percentages and ratios)

	Third Quarter Ended			Nine Months Ended		
	4/30/21	5/1/20	Percentage Change	4/30/21	5/1/20	Percentage Change
Total revenue	\$ 713,416	\$ 432,544	65%	\$ 2,037,039	\$ 2,027,727	0%
Cost of goods sold, (exclusive of depreciation and rent)	205,379	137,138	50	629,507	629,159	0
Labor and other related expenses	250,368	189,118	32	714,418	737,209	(3)
Other store operating expenses	167,823	138,920	21	495,968	473,466	5
General and administrative expenses	37,356	28,008	33	110,877	106,025	5
Gain on sale and leaseback transaction	0	0		(217,722)	0	
Impairment and store disposition	0	18,336		0	18,336	
Operating income (loss)	52,490	(78,976)	166	303,991	63,532	378
Interest expense	9,614	5,298	81	31,144	12,383	152
Income (loss) before income taxes	42,876	(84,274)	151	272,847	51,149	433
Provision for income taxes (income tax benefit)	9,406	(55,220)	117	54,697	(33,752)	262
Loss from unconsolidated subsidiary	0	(132,878)		0	(142,442)	
Net income (loss)	\$ 33,470	\$ (161,932)	121	\$ 218,150	\$ (57,541)	479
Earnings (loss) per share – Basic:	\$ 1.41	\$ (6.81)	122	\$ 9.20	\$ (2.41)	482
Earnings (loss) per share – Diluted:	\$ 1.41	\$ (6.81)	121	\$ 9.17	\$ (2.41)	480
Weighted average shares:						
Basic	23,725,185	23,777,916	(0)	23,718,777	23,922,360	(1)
Diluted	23,807,410	23,777,916	0	23,788,005	23,922,360	(1)
<b>Ratio Analysis</b>						
<b>Total revenue:</b>						
Restaurant	79.8%	83.3%		78.8%	80.4%	
Retail	20.2	16.7		21.2	19.6	
Total revenue	100.0	100.0		100.0	100.0	
<b>Cost of goods sold, (exclusive of depreciation and rent)</b>						
	28.8	31.7		30.9	31.0	
Labor and other related expenses	35.1	43.7		35.1	36.4	
Other store operating expenses	23.5	32.1		24.3	23.3	
General and administrative expenses	5.2	6.5		5.5	5.3	
Gain on sale and leaseback transaction	0.0	0.0		(10.7)	0.0	
Impairment and store disposition	0.0	4.3		0.0	0.9	
Operating income (loss)	7.4	(18.3)		14.9	3.1	
Interest expense	1.4	1.2		1.5	0.6	
Income (loss) before income taxes	6.0	(19.5)		13.4	2.5	
Provision for income taxes (income tax benefit)	1.3	(12.8)		2.7	(1.7)	
Loss from unconsolidated subsidiary	0.0	(30.7)		0.0	(7.0)	
Net income (loss)	4.7%	(37.4)%		10.7%	(2.8)%	

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**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(Unaudited and in thousands, except share amounts)

	4/30/21	5/1/20
<b>Assets</b>		
Cash and cash equivalents	\$ 384,587	\$ 363,330
Accounts receivable	27,070	12,476
Inventories	132,382	146,279
Prepaid expenses and other current assets	49,826	35,323
Property and equipment, net	983,192	1,151,624
Operating lease right-of-use assets, net	984,317	455,179
Intangible assets	21,391	19,460
Other assets	55,469	45,844
Goodwill	4,690	6,364
<b>Total assets</b>	<u><u>\$ 2,642,924</u></u>	<u><u>\$ 2,235,879</u></u>
<b>Liabilities and Shareholders' Equity</b>		
Accounts payable	\$ 113,665	\$ 88,052
Other current liabilities	335,285	265,374
Long-term debt	575,349	940,000
Long-term operating lease liabilities	753,792	456,273
Other long-term obligations	116,219	93,565
Deferred income taxes	100,501	406
Shareholders' equity, net	648,113	392,209
<b>Total liabilities and shareholders' equity</b>	<u><u>\$ 2,642,924</u></u>	<u><u>\$ 2,235,879</u></u>
Common shares issued and outstanding	23,726,372	23,693,981

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**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**CONDENSED CONSOLIDATED CASH FLOW STATEMENT**  
(Unaudited and in thousands)

	<b>Nine Months Ended</b>	
	<b>4/30/21</b>	<b>5/1/20</b>
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$ 218,150	\$ (57,541)
Loss from unconsolidated subsidiary	0	142,442
Depreciation and amortization	80,932	88,292
Loss on disposition of property and equipment	2,669	5,083
Gain on sale and leaseback transaction	(217,722)	0
Impairment	0	19,000
Share-based compensation	7,188	4,171
Noncash lease expense	41,601	47,045
Amortization of asset recognized from gain on sale and leaseback transactions	9,551	0
(Increase) decrease in inventories	6,709	8,906
Increase (decrease) in accounts payable	10,161	(46,045)
Net changes in other assets and liabilities	53,298	(124,121)
Net cash provided by operating activities	<u>212,537</u>	<u>87,232</u>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment, net of insurance recoveries	(44,115)	(82,645)
Proceeds from sale of property and equipment	149,910	1,827
Notes receivable from unconsolidated subsidiary	0	(35,500)
Acquisition of business, net of cash acquired	(1,500)	(32,971)
Net cash provided by (used in) investing activities	<u>104,295</u>	<u>(149,289)</u>
<b>Cash flows from financing activities:</b>		
Net (payments) proceeds from long-term debt	(335,049)	540,000
(Taxes withheld) from issuance of share-based compensation awards	(2,127)	(2,005)
Purchases and retirement of common stock	0	(55,007)
Deferred financing costs	(420)	0
Dividends on common stock	(31,645)	(94,485)
Net cash (used in) provided by financing activities	<u>(369,241)</u>	<u>388,503</u>
Net increase (decrease) in cash and cash equivalents	<u>(52,409)</u>	<u>326,446</u>
Cash and cash equivalents, beginning of period	436,996	36,884
Cash and cash equivalents, end of period	<u>\$ 384,587</u>	<u>\$ 363,330</u>

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**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**Supplemental Information (Unaudited)**

	<b>Third Quarter Ended</b>	
	<b>4/30/21</b>	<b>5/1/20</b>
<b>Net Change in Company-Owned Units During Quarter:</b>		
Cracker Barrel	1	3
Maple Street Biscuit Company	1	0
<b>Company-Owned Units in Operation at End of Quarter:</b>		
Cracker Barrel	664	664
Maple Street Biscuit Company	37	28

	<b>Third Quarter Ended</b>		<b>Nine Months Ended</b>	
	<b>4/30/21</b>	<b>5/1/20</b>	<b>4/30/21</b>	<b>5/1/20</b>
<b>Total revenue*: (In thousands)</b>				
Restaurant	\$ 559,391	\$ 355,521	\$ 1,578,896	\$ 1,615,907
Retail	143,967	72,166	431,113	397,213
Total revenue	<u>\$ 703,358</u>	<u>\$ 427,687</u>	<u>\$ 2,010,009</u>	<u>\$ 2,013,120</u>

<b>Cost of goods sold* (exclusive of depreciation and rent): (In thousands)</b>				
Restaurant	\$ 136,280	\$ 92,997	\$ 405,591	\$ 412,467
Retail	66,862	42,904	217,908	212,776
Total cost of goods sold	<u>\$ 203,142</u>	<u>\$ 135,901</u>	<u>\$ 623,499</u>	<u>\$ 625,243</u>

<b>Average unit volume*: (In thousands)</b>				
Restaurant	\$ 842.5	\$ 535.7	\$ 2,380.1	\$ 2,442.9
Retail	216.8	108.7	649.9	600.5
Total	<u>\$ 1,059.3</u>	<u>\$ 644.4</u>	<u>\$ 3,030.0</u>	<u>\$ 3,043.4</u>

Operating weeks*:	8,632	8,628	25,871	25,797
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Note\*: This information is for Cracker Barrel stores only and excludes Maple Street Biscuit Company and Holler & Dash

	<b>Q3 2021 vs. Q3 2020</b>	<b>9 mo. 2021 vs. 9 mo. 2020</b>
<b>Comparable Cracker Barrel store sales period to period increase (decrease):</b>		
Restaurant	56.5%	(2.6)%
Retail	102.8%	8.4%
Number of Cracker Barrel locations in comparable store base	658	655

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**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**Reconciliation of GAAP-basis operating results to non-GAAP operating results**  
**(Unaudited and in thousands, except per share amounts)**

**Adjusted Operating Income and Earnings Per Share**

In the accompanying press release, the Company makes reference to its third quarter fiscal 2020 and fiscal 2021 adjusted operating income and earnings per share. In regards to fiscal 2021, this reconciliation excludes the gain on sale of assets from the sale-leaseback transaction that closed in the first quarter, non-cash amortization of the asset recognized from the gains on sale-leaseback transactions, expenses related to the proxy contest initiated by affiliates of Sardar Biglari in connection with the Company's 2020 annual meeting of shareholders, and the related tax impacts of these items. In regards to fiscal 2020, this reconciliation excludes non-cash asset impairment charges related to store assets, expenses related to COVID-19, an impairment charge related to its equity investment in Punch Bowl Social and the related tax impacts of these items. The Company believes excluding these items from its financial results provides investors with an enhanced understanding of the Company's financial results. This information is not intended to be considered in isolation or as a substitute for operating income or earnings per share information prepared in accordance with GAAP.

	Third Quarter Ended April 30, 2021			Nine Months Ended April 30, 2021		
	As Reported	Adjustment (1) (2)	As Adjusted	As Reported	Adjustments (1) (3) (4) (5)	As Adjusted
Total Revenue	\$ 713,416	-	\$ 713,416	\$ 2,037,039	-	\$ 2,037,039
Store operating expense	623,570	(3,183)	620,387	1,839,893	(9,551)	1,830,342
General and administrative expense	37,356	-	37,356	110,877	(5,154)	105,723
Gain on sale-leaseback	-	-	-	(217,722)	217,722	-
Operating income	52,490	3,183	55,673	303,991	(203,017)	100,974
Interest expense	9,614	-	9,614	31,144	-	31,144
Income before income taxes	42,876	3,183	46,059	272,847	(203,017)	69,830
(Income tax benefit) Provision for income taxes	9,406	748	10,154	54,697	(53,760)	937
Net income	\$ 33,470	\$ 2,435	\$ 35,905	\$ 218,150	(\$ 149,257)	\$ 68,893
Earnings per share – basic	\$ 1.41	\$ 0.10	\$ 1.51	\$ 9.20	(\$ 6.29)	\$ 2.90
Earnings per share – diluted	\$ 1.41	\$ 0.10	\$ 1.51	\$ 9.17	(\$ 6.27)	\$ 2.90

(1) Adjusted for the non-cash amortization of asset recognized from the gain on sale-leaseback transactions.

(2) Adjusted for the tax impacts of (1) above.

(3) Adjusted for proxy contest-related expenses.

(4) Adjusted for the gain on sale of assets related to the sale-leaseback transaction.

(5) Adjusted for the tax impacts of (1), (3), and (4) above.

	Third Quarter Ended May 1, 2020			Nine Months Ended May 1, 2020		
	As Reported	Adjustment (1) (2)	As Adjusted	As Reported	Adjustments (1) (2)	As Adjusted
Total Revenue	\$ 432,544	-	\$ 432,544	\$ 2,027,727	-	\$ 2,027,727
Store operating expense	465,176	(3,947)	461,229	1,839,834	(3,947)	1,835,887
Impairment	18,336	(18,336)	-	18,336	(18,336)	-
General and administrative expense	28,008	(3,122)	24,886	106,025	(3,122)	102,903
Operating income (loss)	(78,976)	25,405	(53,571)	63,532	25,405	88,937
Interest expense	5,298	-	5,298	12,383	-	12,383
Income (loss) before income taxes	(84,274)	25,405	(58,869)	51,149	25,405	76,554
(Income tax benefit) Provision for income taxes	(55,220)	39,321	(15,899)	(33,752)	41,569	7,817
Loss from unconsolidated subsidiary	(132,878)	132,878	-	(142,442)	142,442	-
Net income (loss)	\$ (161,932)	\$ 118,962	\$ (42,970)	\$ (57,541)	\$ 126,278	\$ 68,737
Earnings (loss) per share – basic	\$ (6.81)	\$ 5.00	\$ (1.81)	\$ (2.41)	\$ 5.28	\$ 2.87
Earnings (loss) per share – diluted	\$ (6.81)	\$ 5.00	\$ (1.81)	\$ (2.41)	\$ 5.28	\$ 2.87

(1) Adjusted for non-cash impairment charges related to store assets, expenses related to COVID-19, and impairment charge related to the Company's equity investment in its unconsolidated subsidiary, Punch Bowl Social. This adjustment does not excluded from the Company's results the approximately \$17 million one-time payment the Company made to its hourly store employees during the third quarter of 2020 to provide short-term financial assistance as their hours were being reduced as a result of dining room closures.

(2) These adjustments include the tax impacts on the actual tax benefits recorded in the Condensed Consolidated Income Statement, including the deferral of recognition for the tax benefits of capital loss on impairment of the unconsolidated subsidiary.

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**CRACKER BARREL OLD COUNTRY STORE, INC.**  
**Reconciliation of GAAP-basis operating results to non-GAAP operating results (Unaudited and in thousands)**

**EBITDA**

In the accompanying press release, the Company makes reference to its third quarter fiscal 2021 EBITDA. The Company defines EBITDA as net income excluding depreciation and amortization, non-cash amortization of the asset recognized from the gains on sale-leaseback transaction, interest expense and tax expense. This information is not intended to be considered in isolation or as a substitute for net income prepared in accordance with GAAP.

	<b>Second Quarter Ended January 29, 2021</b>	<b>Third Quarter Ended April 30, 2021</b>
Net Income	\$ 14,000	\$ 33,470
(+) Depreciation & amortization	27,419	27,162
(+) Amortization of asset recognized from the gains on sale-leaseback transaction	3,184	3,183
(+) Interest expense	10,815	9,614
(+) Tax expense (benefit)	(10,420)	9,406
<b>EBITDA</b>	<b>\$ 44,998</b>	<b>\$ 82,835</b>

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