
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): April 25, 2007 (April 20, 2007)

Bob Evans Farms, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	0-1667 (Commission File Number)	31-4421866 (IRS Employer Identification No.)
3776 South High Street, Columbus, Ohio (Address of principal executive offices)		43207 (Zip Code)

(614) 491-2225
(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 (see General Instruction A.2. below):

- 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))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 20, 2007, the Compensation Committee of the Board of Directors of Bob Evans Farms, Inc. (the “Company”) approved an increase in the annual base salary of Steven A. Davis, the Company’s Chairman and Chief Executive Officer. Mr. Davis’ current annual base salary of \$650,000 was increased by \$60,000 per fiscal year. The Compensation Committee approved the increase to reflect additional responsibilities assumed by Mr. Davis from his service as Chairman of the Board. The Compensation Committee made the salary increase retroactive to September 26, 2006, because Mr. Davis assumed the responsibilities of Chairman of the Board following the death of Robert E.H. Rabold on September 25, 2006.

Also on April 20, 2007, the Company’s Compensation Committee also approved the following forms of award agreements (collectively, the “Award Agreements”) to be used for awards granted under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan:

- (i) Incentive Stock Option Award Agreement (For Employees — Performance Incentive Plan Award);
- (ii) Nonqualified Stock Option Award Agreement (For Employees — Performance Incentive Plan Award);
- (iii) Restricted Stock Award Agreement (For Employees — Performance Incentive Plan Award);
- (iv) Restricted Stock Award Agreement (For Employees — Long-Term Incentive Plan Award);
- (v) Restricted Stock Award Agreement (For Non-Employee Directors);
- (vi) Cash Based Award Agreement (For Employees — Performance Incentive Plan); and
- (vii) Annual Bonus Award Agreement (For Employees).

The Award Agreements are attached hereto as Exhibits 10.1 through 10.7, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

- (a) Financial Statements of Businesses Acquired — Not Applicable
 - (b) Pro Forma Financial Information — Not Applicable
 - (c) Shell Company Transactions — Not Applicable
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(d) Exhibits:

The following exhibits are included with this Current Report on Form 8-K:

Exhibit No.	Description
10.1	Form of Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan Incentive Stock Option Award Agreement (For Employees — Performance Incentive Plan Award)
10.2	Form of Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan Nonqualified Stock Option Award Agreement (For Employees — Performance Incentive Plan Award)
10.3	Form of Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan Restricted Stock Award Agreement (For Employees — Performance Incentive Plan Award)
10.4	Form of Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan Restricted Stock Award Agreement (For Employees — Long-Term Incentive Plan Award)
10.5	Form of Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan Restricted Stock Award Agreement (For Non-Employee Directors)
10.6	Form of Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan Cash Based Award Agreement (For Employees — Performance Incentive Plan)
10.7	Form of Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan Annual Bonus Award Agreement (For Employees)

SIGNATURES

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.

BOB EVANS FARMS, INC.

Dated: April 25, 2007

By: /s/ Mary L. Garceau
Mary L. Garceau
Vice President and General Counsel

INDEX TO EXHIBITS

Current Report on Form 8-K
Dated April 25, 2007

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EXHIBIT 10.1

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
INCENTIVE STOCK OPTION AWARD AGREEMENT
(For Employees — PIP Award)**

In recognition of your participation in the Bob Evans Farms, Inc. Performance Incentive Plan, Bob Evans Farms, Inc. (“we” or “us”) has granted to you an Incentive Stock Option (“Option”) to purchase shares of our common stock, par value \$0.01 per share (“Shares”), subject to the terms and conditions described in the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the “Plan”) and this Incentive Stock Option Award Agreement (this “Award Agreement”). Your Option is intended to qualify as an “incentive stock option” under Code §422. If for any reason your Option does not qualify as an incentive stock option, then, to the extent it does not so qualify, your Option will be regarded as a Nonqualified Stock Option.

To ensure you fully understand the terms and conditions of your Option, you should read the Plan and this Award Agreement carefully. Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

You should return a signed copy of this Award Agreement to:

[Insert title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

1. Summary of Your Option

Grant Date: [insert Grant Date] .

Number of Shares Subject to Your Option: [insert number of shares] Shares.

Exercise Price: \$ [insert Exercise Price] per Share.

2. When Your Option Will Vest

(a) **In General:** You may not exercise your Option until it vests and becomes exercisable. In general, your Option will vest and become exercisable with respect to:

- [insert number of shares] Shares on the first anniversary of the Grant Date;
 - [insert number of shares] Shares on the second anniversary of the Grant Date; and
 - [insert number of shares] Shares on the third anniversary of the Grant Date.
-

(b) **Acceleration of Vesting:** Notwithstanding Section 2(a):

(i) If your employment Terminates due to your death, Disability or Retirement, your Option will become fully vested and exercisable on your Termination date; and

(ii) Unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, your Option will become fully vested and exercisable if a Business Combination or Change in Control occurs and:

(A) We are not the surviving corporation following such Business Combination or Change in Control; or

(B) Within 24 months following such Business Combination or Change in Control, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits; or

(C) Within 24 months following such Business Combination or Change in Control, your employment is Terminated by us and the Related Entities without Cause or by you for Good Reason (as defined below).

(c) **Good Reason:** Unless otherwise specified in an employment agreement or change in control agreement between you and us or any Related Entity, “Good Reason” means, without your written consent, (i) our or a Related Entity’s failure to pay or cause to be paid your base salary or bonus (to the extent earned in accordance with the terms of any applicable arrangement), if any, when due, (ii) any substantial and sustained diminution in your authority or responsibilities with us or any Related Entity or (iii) we or a Related Entity require you to relocate more than 50 miles from your principal place of employment on the Grant Date; provided that the events described in clauses (i), (ii) and (iii) will constitute Good Reason only if we fail to cure such event within 30 days after we receive from you written notice of the event which constitutes Good Reason. “Good Reason” will cease to exist for an event on the 60th day following the later of its occurrence or your knowledge thereof, unless you have given us written notice thereof prior to such date.

3. When You May Exercise Your Option and When It Will Expire

(a) **In General:** In general, you may exercise all or any part of the vested portion of your Option at any time prior to the tenth anniversary of the Grant Date (the “Expiration Date”).

(b) **Effect of Termination:** Notwithstanding the foregoing, if your employment Terminates prior to the Expiration Date, your Option will remain exercisable for the period specified below:

- *Retirement* . If your employment Terminates due to your Retirement, the vested portion of your Option may be exercised at any time before the Expiration Date; provided, however, if your Option is not exercised within three months after your Retirement date, it will be treated as a Nonqualified Stock Option.

- *Death or Disability* . If your employment Terminates due to your death or Disability, the vested portion of your Option may be exercised at any time before the earlier of the Expiration Date or the first anniversary of your Termination date.
- *Cause*. If your employment is Terminated for Cause, your Option (whether or not then exercisable) will be forfeited on your Termination date.
- *Without Cause or By You for Any Reason Other Than Retirement, Death or Disability* . If your employment is Terminated involuntarily without Cause or by you for any reason other than your Retirement, death or Disability, (i) the unvested portion of your Option will be forfeited on your Termination date and (ii) the vested portion of your Option may be exercised at any time before the earlier of the Expiration Date or 30 days after your Termination date. Notwithstanding the foregoing, if the 30-day period described in the preceding sentence expires during a “blackout period” (as described in our insider trading policy), the vested portion of your Option may be exercised at any time before the earlier of the Expiration Date or a number of days following the expiration of the blackout period equal to the number of days during such blackout period before your Option would have otherwise expired.

Example : Assume your employment Terminates voluntarily on July 6. You must exercise the vested portion of your Option on or before August 5 (which is 30 days after your Terminate date). A blackout period begins on August 1 and ends on August 7. Subject to the occurrence of the Expiration Date, you would be given an extension of five days following the end of the blackout period to exercise the vested portion of your Option. Thus, the vested portion of your Option could be exercised at any time before the earlier of the Expiration Date or August 12.

(c) **Effect of Change in Control or Business Combination:** If a Change in Control or Business Combination occurs, the Committee may, but will not be obligated to:

- Cancel your Option for fair value (as determined in the sole discretion of the Committee) which may equal the excess, if any, of the value of the consideration to be paid in the Change in Control or Business Combination transaction, as the case may be, to holders of the same number of Shares subject to your Option (or, if no consideration is paid in such transaction, the Fair Market Value of the Shares subject to your Option) over the aggregate Exercise Price of your Option; or
- Provide for the issuance of substitute Awards that will substantially preserve the otherwise applicable terms of your Option as determined by the Committee in its sole discretion; or
- Provide that for a period of 15 days prior to the Change in Control or Business Combination, as the case may be, your Option will be exercisable as to all Shares subject thereto and that upon the occurrence of such Change in Control or

Business Combination, your Option will terminate and be of no further force and effect.

(d) **Restrictive Covenants:** Unless we or a Related Entity otherwise agree in writing, any portion of your Option that has not been exercised will be forfeited if you:

- Serve (or agree to serve) as an officer, director, manager, consultant or employee of any proprietorship, partnership, corporation or limited liability company or become the owner of a business or a member of a partnership or limited liability company that competes with any portion of our or a Related Entity's business or renders any service to entities that compete with any portion of our or a Related Entity's business;
- Refuse or fail to consult with, supply information to, or otherwise cooperate with, us or any Related Entity after having been requested to do so; or
- Deliberately engage in any action that the Committee concludes could harm us or any Related Entity.

4. Exercising Your Option

You must follow the procedures described below to exercise your Option. If you do not follow these procedures, your attempted exercise will be disregarded.

(a) Your Option may be exercised with respect to whole Shares only. To exercise all or any part of the vested portion of your Option, you must take the following steps before the Option expires:

- Complete a copy of the Incentive Stock Option Exercise Form, which is attached to this Award Agreement as Exhibit A; and
- Pay the aggregate Exercise Price for the Shares being purchased through the exercise of the Option.

(b) You may pay the aggregate Exercise Price:

- By cash, personal check or money order in the amount of the Exercise Price multiplied by the number of Shares being purchased. The personal check or money order must be made payable to "Bob Evans Farms, Inc."
- Through the delivery or attestation of Shares owned by you for at least six months before the Option is exercised (or such other period established by generally accepted accounting principles). In this case, the Shares delivered or attested must have a Fair Market Value equal to the aggregate Exercise Price of the Shares being purchased.
- To the extent permitted by the Committee, through a "net share" exercise. In this case, you will be issued a number of Shares with a Fair Market Value equal to the

difference between the Fair Market Value of the Shares being purchased minus the aggregate Exercise Price of the Shares being purchased.

- To the extent permitted by the Committee and by applicable law, through a “cashless exercise.” In this case, you will deliver irrevocable instructions to a broker to (i) sell the Shares obtained upon the exercise of the Option and (ii) deliver promptly to us an amount out of the proceeds of such sale equal to the aggregate Exercise Price for the Shares being purchased.

(c) As soon as administratively practicable after our determination that the Option has been validly exercised as to any of the Shares, we will issue or transfer the relevant number of Shares to you.

5. Other Rules Affecting Your Option

(a) **Rights Before Your Option Is Exercised:** You may not vote or receive any dividends associated with the Shares underlying the unexercised portion of your Option.

(b) **Beneficiary Designation:** You may name a beneficiary or beneficiaries to receive or exercise any vested Award that is unpaid or unexercised at your death by completing a Beneficiary Designation Form. If you have not completed a Beneficiary Designation Form or if you wish to change your beneficiary, you may complete the Beneficiary Designation Form attached to this Award Agreement as Exhibit B. The Beneficiary Designation Form does not need to be completed now and is not required to be completed as a condition of exercising your Option. However, if you die without completing a Beneficiary Designation Form or if you do not complete the form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(c) Tax Withholding:

(i) You may be required to pay to us or a Related Entity and, subject to Code §409A, we or any Related Entity will have the right and are hereby authorized to withhold from any issuance or transfer due under this Award Agreement or under the Plan or from any compensation or other amount owing to you, applicable withholding taxes with respect to your Option, its exercise or any issuance or transfer under this Award Agreement or the Plan and to take such action as may be necessary in our opinion to satisfy all obligations for the payment of such taxes.

(ii) Without limiting the generality of Section 5(c)(i), to the extent permitted by the Committee, you may satisfy the foregoing withholding liability: (A) by having us withhold from the number of Shares that otherwise would be issued to you when you exercise your Option a number of Shares with a Fair Market Value equal to the statutory minimum withholding liability; (B) through the delivery or attestation of a number of Shares owned by you for at least six months before the Option is exercised (or such other period established by generally accepted accounting principles) and that have a Fair Market Value equal to the statutory minimum withholding liability; or (C) to the extent permitted by applicable law, by delivering irrevocable instructions to a broker to (I) sell

the Shares obtained upon the exercise of the Option and (II) deliver promptly to us an amount out of the proceeds of such sale equal to the statutory minimum withholding liability.

(d) **Transferring Your Option:** In general, your Option may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, except by will or the laws of descent and distribution. However, as described in Section 5(b), you may complete a Beneficiary Designation Form to name the person who may exercise your Option if you die before the Option expires.

(e) **Governing Law:** This Award Agreement will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the State of Ohio except to the extent that the Delaware General Corporation Law is mandatorily applicable.

(f) **Other Agreements:** Your Option will be subject to the terms of any other written agreements between you and us to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(g) **Adjustments to Your Option:** If there is a Share dividend, Share split, recapitalization (including payment of an extraordinary dividend), merger, consolidation, combination, spin-off, distribution of assets to stockholders, exchange of Shares or other similar corporate change affecting Shares, the Committee will appropriately adjust the number of Shares subject to your Option, the Exercise Price and any other factors, limits or terms affecting your Option. Any decision by the Committee as to the appropriate adjustments to be made to your Option will be binding on you.

(h) **Buy Out of Option:** We may offer to buy for cash or by substitution of another Award (but only to the extent that the offer and the terms of the offer do not, and on their face are not likely to, generate penalties under Code §409A or violate any other applicable law) your Option, whether or not exercisable, by providing to you written notice (“Buy Out Offer”) of our intention to exercise the rights reserved in Section 15.05 of the Plan and other information, if any, required to be included under applicable securities laws. If a Buy Out Offer is made and you accept it, we will transfer to you the value (determined under procedures adopted by the Committee) of your Option. We will complete any such buy out as soon as administratively feasible after the date you accept the Buy Out Offer.

(i) **Other Terms and Conditions:** Your Option is subject to the terms and conditions described in this Award Agreement and the Plan, which is incorporated by reference into and made a part of this Award Agreement. You should read the Plan carefully to ensure you fully understand all the terms and conditions of your Option. In the event of a conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan will govern. The Committee has the sole responsibility of interpreting the Plan and this Award Agreement, and its determination of the meaning of any provision in the Plan or this Award Agreement shall be binding on you.

(j) **Signature in Counterparts:** This Award Agreement may be signed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

* * * * *

Your Acknowledgment

By signing below as the "Participant," you acknowledge and agree that:

- A copy of the Plan has been made available to you; and
- You understand and accept the terms and conditions placed on your Option and understand what you must do to exercise your Option.

PARTICIPANT

Signature

Date: _____

Print Name

BOB EVANS FARMS, INC.

By: _____
[Insert name and title]

Date: _____

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
INCENTIVE STOCK OPTION EXERCISE NOTICE

By completing this Notice and returning it to the Company at the address given below, I elect to exercise all or a portion of the Option and to purchase the Shares described below. Capitalized terms not defined in this Notice have the same meanings as in the Plan and applicable Award Agreement.

Note: You must complete a separate Notice for each Option that is being exercised (e.g., if you are simultaneously exercising an Option to purchase 200 Shares granted on June 30, 2007 and an Option to purchase 100 Shares granted on July 15, 2007, you must complete two Notices, one for each Option being exercised).

Option to be Exercised and Shares: This Notice relates to the exercise of the following Option for the following number of Shares (*fill in the blanks*):

Grant Date of Option: _____

Number of Shares Being Purchased Under Notice: _____

Exercise Price: The aggregate Exercise Price due is \$ _____.

Note: This amount must equal the product of the Exercise Price per Share specified in the applicable Award Agreement multiplied by the number of Shares being purchased.

Payment of Exercise Price: I have decided to pay the Exercise Price by (*check one*):

- Cash or personal check or money order payable to “Bob Evans Farms, Inc.” *If you select this method, you must include full payment of the aggregate Exercise Price with this Notice.*
- Through the delivery or attestation process described in the applicable Award Agreement. *If you select this method, you should contact us at the address below regarding this method’s effect on the number of Shares you will receive upon exercise of your Option.*
- Through a “net share” exercise, as described in the applicable Award Agreement. *If you select this method, you should contact us at the address below regarding this method’s effect on the number of Shares you will receive upon exercise of your Option.*
- Through a “cashless exercise,” as described in the applicable Award Agreement. *If you select this method, you should contact us at the address below regarding this method’s effect on the number of Shares you will receive upon exercise of your Option.*

* * * * *

Acknowledgement

By signing below, I acknowledge and agree that:

- I fully understand the tax consequences of exercising the Option and buying Shares and understand that there is no guarantee that the value of these Shares will appreciate;
- This Notice will not be effective if it is not returned to the Company at the address given below before the date the Option expires, as specified in the Award Agreement under which such Option was issued or if full payment of the aggregate Exercise Price is not made as described in this Notice; and



- The Shares that I am buying pursuant to this Notice will be issued or transferred to me as soon as administratively practicable.

(Participant's signature)

(Participant's printed name)

Date signed: _____

Return this signed and completed Notice to us at the following address:

[Insert Title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
BENEFICIARY DESIGNATION FORM

Primary Beneficiary Designation. I designate the following person(s) as my primary beneficiary or beneficiaries, in the proportion specified, to receive or to exercise any vested Awards under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the "Plan") that are unpaid or unexercised at my death:

% to
(Name) (Relationship)
Address:

% to
(Name) (Relationship)
Address:

% to
(Name) (Relationship)
Address:

% to
(Name) (Relationship)
Address:

Note : You are not required to name more than one primary beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

Contingent Beneficiary Designation. If one or more of my primary beneficiaries dies before I die, I direct that any vested Awards under the Plan that are unpaid or unexercised at my death and that might otherwise have been paid to that beneficiary be:

Allocated to my other named primary beneficiaries in proportion to the allocation given above (ignoring the interest allocated to the deceased primary beneficiary); or

Allocated, in the proportion specified, among the following contingent beneficiaries:

% to
(Name) (Relationship)
Address:

% to
(Name) (Relationship)
Address:

% to
(Name) (Relationship)
Address:

% to
(Name) (Relationship)
Address:

Note: You are not required to name more than one contingent beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

(Signature)

(Date)

(Print Name)

Please return an executed copy of this form to us at the following address: [Insert Title], Bob Evans Farms, Inc., 3776 S. High St., Columbus, Ohio 43207.

EXHIBIT 10.2

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
NONQUALIFIED STOCK OPTION AWARD AGREEMENT
(For Employees — PIP Award)**

In recognition of your participation in the Bob Evans Farms, Inc. Performance Incentive Plan, Bob Evans Farms, Inc. (“we” or “us”) has granted to you a Nonqualified Stock Option (“Option”) to purchase shares of our common stock, par value \$0.01 per share (“Shares”), subject to the terms and conditions described in the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the “Plan”) and this Nonqualified Stock Option Award Agreement (this “Award Agreement”).

To ensure you fully understand the terms and conditions of your Option, you should read the Plan and this Award Agreement carefully. Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

You should return a signed copy of this Award Agreement to:

[Insert title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

1. Summary of Your Option

Grant Date: [insert Grant Date] .

Number of Shares Subject to Your Option: [insert number of shares] Shares.

Exercise Price: \$ [insert Exercise Price] per Share.

2. When Your Option Will Vest

(a) **In General:** You may not exercise your Option until it vests and becomes exercisable. In general, your Option will vest and become exercisable with respect to:

- [insert number of shares] Shares on the first anniversary of the Grant Date;
 - [insert number of shares] Shares on the second anniversary of the Grant Date; and
 - [insert number of shares] Shares on the third anniversary of the Grant Date.
-

(b) **Acceleration of Vesting:** Notwithstanding Section 2(a):

(i) If your employment Terminates due to your death, Disability or Retirement, your Option will become fully vested and exercisable on your Termination date; and

(ii) Unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, your Option will become fully vested and exercisable if a Business Combination or Change in Control occurs and:

(A) We are not the surviving corporation following such Business Combination or Change in Control; or

(B) Within 24 months following such Business Combination or Change in Control, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits; or

(C) Within 24 months following such Business Combination or Change in Control, your employment is Terminated by us and the Related Entities without Cause or by you for Good Reason (as defined below).

(c) **Good Reason:** Unless otherwise specified in an employment agreement or change in control agreement between you and us or any Related Entity, “Good Reason” means, without your written consent, (i) our or a Related Entity’s failure to pay or cause to be paid your base salary or bonus (to the extent earned in accordance with the terms of any applicable arrangement), if any, when due, (ii) any substantial and sustained diminution in your authority or responsibilities with us or any Related Entity or (iii) we or a Related Entity require you to relocate more than 50 miles from your principal place of employment on the Grant Date; provided that the events described in clauses (i), (ii) and (iii) will constitute Good Reason only if we fail to cure such event within 30 days after we receive from you written notice of the event which constitutes Good Reason. “Good Reason” will cease to exist for an event on the 60th day following the later of its occurrence or your knowledge thereof, unless you have given us written notice thereof prior to such date.

3. When You May Exercise Your Option and When It Will Expire

(a) **In General:** In general, you may exercise all or any part of the vested portion of your Option at any time prior to the tenth anniversary of the Grant Date (the “Expiration Date”).

(b) **Effect of Termination:** Notwithstanding the foregoing, if your employment Terminates prior to the Expiration Date, your Option will remain exercisable for the period specified below:

- *Retirement* . If your employment Terminates due to your Retirement, the vested portion of your Option may be exercised at any time before the Expiration Date.

- *Death or Disability* . If your employment Terminates due to your death or Disability, the vested portion of your Option may be exercised at any time before the earlier of the Expiration Date or the first anniversary of your Termination date.
- *Cause* . If your employment is Terminated for Cause, your Option (whether or not then exercisable) will be forfeited on your Termination date.
- *Without Cause or By You for Any Reason Other Than Retirement, Death or Disability* . If your employment is Terminated involuntarily without Cause or by you for any reason other than your Retirement, death or Disability, (i) the unvested portion of your Option will be forfeited on your Termination date and (ii) the vested portion of your Option may be exercised at any time before the earlier of the Expiration Date or 30 days after your Termination date. Notwithstanding the foregoing, if the 30-day period described in the preceding sentence expires during a “blackout period” (as described in our insider trading policy), the vested portion of your Option may be exercised at any time before the earlier of the Expiration Date or a number of days following the expiration of the blackout period equal to the number of days during such blackout period before your Option would have otherwise expired.

Example : Assume your employment Terminates voluntarily on July 6. You must exercise the vested portion of your Option on or before August 5 (which is 30 days after your Terminate date). A blackout period begins on August 1 and ends on August 7. Subject to the occurrence of the Expiration Date, you would be given an extension of five days following the end of the blackout period to exercise the vested portion of your Option. Thus, the vested portion of your Option could be exercised at any time before the earlier of the Expiration Date or August 12.

(c) **Effect of Change in Control or Business Combination:** If a Change in Control or Business Combination occurs, the Committee may, but will not be obligated to:

- Cancel your Option for fair value (as determined in the sole discretion of the Committee) which may equal the excess, if any, of the value of the consideration to be paid in the Change in Control or Business Combination transaction, as the case may be, to holders of the same number of Shares subject to your Option (or, if no consideration is paid in such transaction, the Fair Market Value of the Shares subject to your Option) over the aggregate Exercise Price of your Option; or
- Provide for the issuance of substitute Awards that will substantially preserve the otherwise applicable terms of your Option as determined by the Committee in its sole discretion; or
- Provide that for a period of 15 days prior to the Change in Control or Business Combination, as the case may be, your Option will be exercisable as to all Shares subject thereto and that upon the occurrence of such Change in Control or

Business Combination, your Option will terminate and be of no further force and effect.

(d) **Restrictive Covenants:** Unless we or a Related Entity otherwise agree in writing, any portion of your Option that has not been exercised will be forfeited if you:

- Serve (or agree to serve) as an officer, director, manager, consultant or employee of any proprietorship, partnership, corporation or limited liability company or become the owner of a business or a member of a partnership or limited liability company that competes with any portion of our or a Related Entity's business or renders any service to entities that compete with any portion of our or a Related Entity's business;
- Refuse or fail to consult with, supply information to, or otherwise cooperate with, us or any Related Entity after having been requested to do so; or
- Deliberately engage in any action that the Committee concludes could harm us or any Related Entity.

4. Exercising Your Option

You must follow the procedures described below to exercise your Option. If you do not follow these procedures, your attempted exercise will be disregarded.

(a) Your Option may be exercised with respect to whole Shares only. To exercise all or any part of the vested portion of your Option, you must take the following steps before the Option expires:

- Complete a copy of the Nonqualified Stock Option Exercise Form, which is attached to this Award Agreement as Exhibit A; and
- Pay the aggregate Exercise Price for the Shares being purchased through the exercise of the Option.

(b) You may pay the aggregate Exercise Price:

- By cash, personal check or money order in the amount of the Exercise Price multiplied by the number of Shares being purchased. The personal check or money order must be made payable to "Bob Evans Farms, Inc."
- Through the delivery or attestation of Shares owned by you for at least six months before the Option is exercised (or such other period established by generally accepted accounting principles). In this case, the Shares delivered or attested must have a Fair Market Value equal to the aggregate Exercise Price of the Shares being purchased.
- To the extent permitted by the Committee, through a "net share" exercise. In this case, you will be issued a number of Shares with a Fair Market Value equal to the

difference between the Fair Market Value of the Shares being purchased minus the aggregate Exercise Price of the Shares being purchased.

- To the extent permitted by the Committee and by applicable law, through a “cashless exercise.” In this case, you will deliver irrevocable instructions to a broker to (i) sell the Shares obtained upon the exercise of the Option and (ii) deliver promptly to us an amount out of the proceeds of such sale equal to the aggregate Exercise Price for the Shares being purchased.

(c) As soon as administratively practicable after our determination that the Option has been validly exercised as to any of the Shares, we will issue or transfer the relevant number of Shares to you.

5. Other Rules Affecting Your Option

(a) **Rights Before Your Option Is Exercised:** You may not vote or receive any dividends associated with the Shares underlying the unexercised portion of your Option.

(b) **Beneficiary Designation:** You may name a beneficiary or beneficiaries to receive or exercise any vested Award that is unpaid or unexercised at your death by completing a Beneficiary Designation Form. If you have not completed a Beneficiary Designation Form or if you wish to change your beneficiary, you may complete the Beneficiary Designation Form attached to this Award Agreement as Exhibit B. The Beneficiary Designation Form does not need to be completed now and is not required to be completed as a condition of exercising your Option. However, if you die without completing a Beneficiary Designation Form or if you do not complete the form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(c) **Tax Withholding:**

(i) You may be required to pay to us or a Related Entity and, subject to Code §409A, we or any Related Entity will have the right and are hereby authorized to withhold from any issuance or transfer due under this Award Agreement or under the Plan or from any compensation or other amount owing to you, applicable withholding taxes with respect to your Option, its exercise or any issuance or transfer under this Award Agreement or the Plan and to take such action as may be necessary in our opinion to satisfy all obligations for the payment of such taxes.

(ii) Without limiting the generality of Section 5(c)(i), to the extent permitted by the Committee, you may satisfy the foregoing withholding liability: (A) by having us withhold from the number of Shares that otherwise would be issued to you when you exercise your Option a number of Shares with a Fair Market Value equal to the statutory minimum withholding liability; (B) through the delivery or attestation of a number of Shares owned by you for at least six months before the Option is exercised (or such other period established by generally accepted accounting principles) and that have a Fair Market Value equal to the statutory minimum withholding liability; or (C) to the extent permitted by applicable law, by delivering irrevocable instructions to a broker to (I) sell

the Shares obtained upon the exercise of the Option and (II) deliver promptly to us an amount out of the proceeds of such sale equal to the statutory minimum withholding liability.

(d) **Transferring Your Option:** In general, your Option may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, except by will or the laws of descent and distribution. However, as described in Section 5(b), you may complete a Beneficiary Designation Form to name the person who may exercise your Option if you die before the Option expires. Also, with the Committee's consent, you may be allowed to transfer your Option to certain Permissible Transferees (as defined in the Plan). Contact us at the address given on the first page of this Award Agreement if you are interested in transferring your Option to a Permissible Transferee.

(e) **Governing Law:** This Award Agreement will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the State of Ohio except to the extent that the Delaware General Corporation Law is mandatorily applicable.

(f) **Other Agreements:** Your Option will be subject to the terms of any other written agreements between you and us to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(g) **Adjustments to Your Option:** If there is a Share dividend, Share split, recapitalization (including payment of an extraordinary dividend), merger, consolidation, combination, spin-off, distribution of assets to stockholders, exchange of Shares or other similar corporate change affecting Shares, the Committee will appropriately adjust the number of Shares subject to your Option, the Exercise Price and any other factors, limits or terms affecting your Option. Any decision by the Committee as to the appropriate adjustments to be made to your Option will be binding on you.

(h) **Buy Out of Option:** We may offer to buy for cash or by substitution of another Award (but only to the extent that the offer and the terms of the offer do not, and on their face are not likely to, generate penalties under Code §409A or violate any other applicable law) your Option, whether or not exercisable, by providing to you written notice ("Buy Out Offer") of our intention to exercise the rights reserved in Section 15.05 of the Plan and other information, if any, required to be included under applicable securities laws. If a Buy Out Offer is made and you accept it, we will transfer to you the value (determined under procedures adopted by the Committee) of your Option. We will complete any such buy out as soon as administratively feasible after the date you accept the Buy Out Offer.

(i) **Other Terms and Conditions:** Your Option is subject to the terms and conditions described in this Award Agreement and the Plan, which is incorporated by reference into and made a part of this Award Agreement. You should read the Plan carefully to ensure you fully understand all the terms and conditions of your Option. In the event of a conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan will govern. The Committee has the sole responsibility of interpreting the Plan and this Award Agreement, and its determination of the meaning of any provision in the Plan or this Award Agreement shall be binding on you.

(j) **Signature in Counterparts:** This Award Agreement may be signed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

* * * * *

Your Acknowledgment

By signing below as the "Participant," you acknowledge and agree that:

- A copy of the Plan has been made available to you; and
- You understand and accept the terms and conditions placed on your Option and understand what you must do to exercise your Option.

PARTICIPANT

Signature

Date: _____

Print Name

BOB EVANS FARMS, INC.

By: _____
[Insert name and title]

Date: _____

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN**

NONQUALIFIED STOCK OPTION EXERCISE NOTICE

By completing this Notice and returning it to the Company at the address given below, I elect to exercise all or a portion of the Option and to purchase the Shares described below. Capitalized terms not defined in this Notice have the same meanings as in the Plan and applicable Award Agreement.

Note: You must complete a separate Notice for each Option that is being exercised (e.g., if you are simultaneously exercising an Option to purchase 200 Shares granted on June 30, 2007 and an Option to purchase 100 Shares granted on July 15, 2007, you must complete two Notices, one for each Option being exercised).

Option to be Exercised and Shares: This Notice relates to the exercise of the following Option for the following number of Shares (*fill in the blanks*):

Grant Date of Option: _____

Number of Shares Being Purchased Under Notice: _____

Exercise Price: The aggregate Exercise Price due is \$ _____.

Note: This amount must equal the product of the Exercise Price per Share specified in the applicable Award Agreement multiplied by the number of Shares being purchased.

Payment of Exercise Price: I have decided to pay the Exercise Price by (*check one*):

- Cash or personal check or money order payable to “Bob Evans Farms, Inc.” *If you select this method, you must include full payment of the aggregate Exercise Price with this Notice.*
- Through the delivery or attestation process described in the applicable Award Agreement. *If you select this method, you should contact us at the address below regarding this method’s effect on the number of Shares you will receive upon exercise of your Option.*
- Through a “net share” exercise, as described in the applicable Award Agreement. *If you select this method, you should contact us at the address below regarding this method’s effect on the number of Shares you will receive upon exercise of your Option.*
- Through a “cashless exercise,” as described in the applicable Award Agreement. *If you select this method, you should contact us at the address below regarding this method’s effect on the number of Shares you will receive upon exercise of your Option.*

* * * * *

Acknowledgement

By signing below, I acknowledge and agree that:

- I fully understand the tax consequences of exercising the Option and buying Shares and understand that there is no guarantee that the value of these Shares will appreciate;
- This Notice will not be effective if it is not returned to the Company at the address given below before the date the Option expires, as specified in the Award Agreement under which such Option was issued or if full payment of the aggregate Exercise Price is not made as described in this Notice; and



- The Shares that I am buying pursuant to this Notice will be issued or transferred to me as soon as administratively practicable.

(Participant's signature)

(Participant's printed name)

Date signed: _____

Return this signed and completed Notice to us at the following address:

[Insert Title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
BENEFICIARY DESIGNATION FORM

Primary Beneficiary Designation. I designate the following person(s) as my primary beneficiary or beneficiaries, in the proportion specified, to receive or to exercise any vested Awards under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the "Plan") that are unpaid or unexercised at my death:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note : You are not required to name more than one primary beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

Contingent Beneficiary Designation. If one or more of my primary beneficiaries dies before I die, I direct that any vested Awards under the Plan that are unpaid or unexercised at my death and that might otherwise have been paid to that beneficiary be:

___ Allocated to my other named primary beneficiaries in proportion to the allocation given above (ignoring the interest allocated to the deceased primary beneficiary); or

___ Allocated, in the proportion specified, among the following contingent beneficiaries:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note: You are not required to name more than one contingent beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

(Signature)

(Date)

(Print Name)

Please return an executed copy of this form to us at the following address: [Insert Title], Bob Evans Farms, Inc., 3776 S. High St., Columbus, Ohio 43207.

EXHIBIT 10.3

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT
(For Employees — PIP Award)**

In recognition of your participation in the Bob Evans Farms, Inc. Performance Incentive Plan, Bob Evans Farms, Inc. (“we” or “us”) has granted to you restricted shares of our common stock, par value \$0.01 per share (“Restricted Stock”), subject to the terms and conditions described in the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the “Plan”) and this Restricted Stock Award Agreement (this “Award Agreement”).

To ensure you fully understand the terms and conditions of your Restricted Stock, you should read the Plan and this Award Agreement carefully. Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

You should return a signed copy of this Award Agreement to:

[Insert title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

1. Summary of Your Restricted Stock

Grant Date: [insert Grant Date] .

Number of Shares of Restricted Stock: [insert number of shares] Shares.

2. Transfer Restrictions and Restriction Periods

(a) **Transfer Restrictions:** Until the applicable Restriction Period (as described below) lapses, your Restricted Stock will be subject to a risk of forfeiture and we will hold it in escrow. Except as described below, you may not sell, transfer, pledge, assign, alienate or hypothecate your Shares of Restricted Stock. After the applicable Restriction Period lapses, your Restricted Stock will be distributed to you or forfeited, depending on whether or not you satisfy the terms and conditions described in this Award Agreement.

(b) **Restriction Periods:**

(i) Subject to the provisions of the Plan and this Award Agreement (including Section 3), the restrictions on your Restricted Stock will lapse and the Restricted Stock will become fully vested with respect to:

(A) [___] Shares on the first anniversary of the Grant Date;

(B) [] Shares on the second anniversary of the Grant Date; and

(C) [] Shares on the third anniversary of the Grant Date.

(ii) Notwithstanding the foregoing and unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, the restrictions on the Restricted Stock will lapse and the Restricted Stock will become fully vested if a Business Combination or Change in Control occurs and:

(A) We are not the surviving corporation following such Business Combination or Change in Control; or

(B) Within 24 months following such Business Combination or Change in Control, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits; or

(C) Within 24 months following such Business Combination or Change in Control, your employment is Terminated by us and the Related Entities without Cause or by you for Good Reason (as defined below).

(iii) Unless otherwise specified in an employment agreement or change in control agreement between you and us or any Related Entity, “Good Reason” means, without your written consent, (A) our or a Related Entity’s failure to pay or cause to be paid your base salary or bonus (to the extent earned in accordance with the terms of any applicable arrangement), if any, when due, (B) any substantial and sustained diminution in your authority or responsibilities with us or any Related Entity or (C) we or a Related Entity require you to relocate more than 50 miles from your principal place of employment on the Grant Date; provided that the events described in clauses (A), (B) and (C) will constitute Good Reason only if we fail to cure such event within 30 days after we receive from you written notice of the event which constitutes Good Reason. “Good Reason” will cease to exist for an event on the 60th day following the later of its occurrence or your knowledge thereof, unless you have given us written notice thereof prior to such date.

3. Effect of Termination on Restricted Stock

(a) **Retirement, Death or Disability:** If you Terminate due to your Retirement, death or Disability, the Restriction Periods will lapse and the Restricted Stock will become fully vested on your Termination date.

(b) **Termination for Cause or Any Reason Other Than Retirement, Death or Disability:** If you Terminate for Cause or, except as set forth in Section 2(b)(ii), Terminate for any reason other than due to your Retirement, death or Disability, the unvested Restricted Stock will be forfeited on your Termination date.

4. Restrictive Covenants

Unless we or a Related Entity otherwise agree in writing, any outstanding Shares of Restricted Stock will be forfeited if you:

- Serve (or agree to serve) as an officer, director, manager, consultant or employee of any proprietorship, partnership, corporation or limited liability company or become the owner of a business or a member of a partnership or limited liability company that competes with any portion of our or a Related Entity's business or renders any service to entities that compete with any portion of our or a Related Entity's business;
- Refuse or fail to consult with, supply information to, or otherwise cooperate with, us or any Related Entity after having been requested to do so; or
- Deliberately engage in any action that the Committee concludes could harm us or any Related Entity.

5. Settling Your Restricted Stock

If all applicable terms and conditions have been satisfied, your Restricted Stock will be released from escrow and distributed to you as soon as administratively feasible after the last day of the applicable Restriction Period. Any fractional Share of Restricted Stock will be settled in cash.

6. Other Rules Affecting Your Restricted Stock

(a) **Rights During the Restriction Period:** During the applicable Restriction Period (and even though the Shares of Restricted Stock are held in escrow until they are settled), you (i) may exercise full voting rights associated with the Shares of Restricted Stock and (ii) will be entitled to receive all dividends and other distributions paid with respect to the Shares of Restricted Stock, although any dividends or other distributions paid in Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were issued under this Award Agreement.

(b) **Beneficiary Designation:** You may name a beneficiary or beneficiaries to receive Restricted Stock that is not settled at the time of your death by completing a Beneficiary Designation Form. If you have not completed a Beneficiary Designation Form or if you wish to change your beneficiary, you may complete the Beneficiary Designation Form attached to this Award Agreement as Exhibit A. The Beneficiary Designation Form does not need to be completed now and is not required to be completed as a condition of receiving your Restricted Stock. However, if you die without completing a Beneficiary Designation Form or if you do not complete the form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(c) **Tax Withholding:**

(i) You may be required to pay to us or a Related Entity and, subject to Code §409A, we or any Related Entity will have the right and are hereby authorized to

withhold from any issuance or transfer due under this Award Agreement or under the Plan or from any compensation or other amount owing to you, applicable withholding taxes with respect to your Restricted Stock or any issuance or transfer under this Award Agreement or the Plan and to take such action as may be necessary in our opinion to satisfy all obligations for the payment of such taxes.

(ii) Without limiting the generality of Section 6(c)(i), to the extent permitted by the Committee, you may satisfy the foregoing withholding liability: (A) by having us withhold from the number of Shares that otherwise would be issued to you when your Restricted Stock is settled a number of Shares with a Fair Market Value equal to the statutory minimum withholding liability; or (B) through the delivery or attestation of a number of Shares owned by you for at least six months before the Restricted Stock is settled (or such other period established by generally accepted accounting principles) and that have a Fair Market Value equal to the statutory minimum withholding liability.

(d) **Transferring Your Restricted Stock:** In general, your Restricted Stock may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, except by will or the laws of descent and distribution. However, as described in Section 6(b), you may complete a Beneficiary Designation Form to name the person who may receive any Restricted Stock that is settled after you die. Also, with the Committee's consent, you may be allowed to transfer your Restricted Stock to certain Permissible Transferees (as defined in the Plan). Contact us at the address given on the first page of this Award Agreement if you are interested in transferring your Restricted Stock to a Permissible Transferee.

(e) **Governing Law:** This Award Agreement will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the State of Ohio except to the extent that the Delaware General Corporation Law is mandatorily applicable.

(f) **Other Agreements:** Your Restricted Stock will be subject to the terms of any other written agreements between you and us to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(g) **Adjustments to Your Restricted Stock:** If there is a Share dividend, Share split, recapitalization (including payment of an extraordinary dividend), merger, consolidation, combination, spin-off, distribution of assets to stockholders, exchange of Shares or other similar corporate change affecting Shares, the Committee will appropriately adjust the number of Shares of Restricted Stock and any other factors, limits or terms affecting your Restricted Stock. Any decision by the Committee as to the appropriate adjustments to be made to your Restricted Stock will be binding on you.

(h) **Buy Out of Restricted Stock:** We may offer to buy for cash or by substitution of another Award (but only to the extent that the offer and the terms of the offer do not, and on their face are not likely to, generate penalties under Code §409A or violate any other applicable law) your Restricted Stock, whether or not the Restriction Periods have lapsed, by providing to you written notice ("Buy Out Offer") of our intention to exercise the rights reserved in Section 15.05 of the Plan and other information, if any, required to be included under applicable securities laws. If a Buy Out Offer is made and you accept it, we will transfer to you the value (determined

under procedures adopted by the Committee) of your Restricted Stock to be purchased or exchanged. We will complete any such buy out as soon as administratively feasible after the date you accept the Buy Out Offer.

(i) **Other Terms and Conditions:** Your Restricted Stock is subject to the terms and conditions described in this Award Agreement and the Plan, which is incorporated by reference into and made a part of this Award Agreement. You should read the Plan carefully to ensure you fully understand all the terms and conditions of your Restricted Stock. In the event of a conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan will govern. The Committee has the sole responsibility of interpreting the Plan and this Award Agreement, and its determination of the meaning of any provision in the Plan or this Award Agreement shall be binding on you.

(j) **Signature in Counterparts:** This Award Agreement may be signed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

* * * * *

Your Acknowledgment

By signing below as the "Participant," you acknowledge and agree that:

- A copy of the Plan has been made available to you; and
- You understand and accept the terms and conditions placed on your Restricted Stock.

PARTICIPANT

Signature

Date: _____

Print Name

BOB EVANS FARMS, INC.

By: _____
[Insert name and title]

Date: _____

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
BENEFICIARY DESIGNATION FORM

Primary Beneficiary Designation. I designate the following person(s) as my primary beneficiary or beneficiaries, in the proportion specified, to receive or to exercise any vested Awards under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the "Plan") that are unpaid or unexercised at my death:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note : You are not required to name more than one primary beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

Contingent Beneficiary Designation. If one or more of my primary beneficiaries dies before I die, I direct that any vested Awards under the Plan that are unpaid or unexercised at my death and that might otherwise have been paid to that beneficiary be:

___ Allocated to my other named primary beneficiaries in proportion to the allocation given above (ignoring the interest allocated to the deceased primary beneficiary); or

___ Allocated, in the proportion specified, among the following contingent beneficiaries:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note: You are not required to name more than one contingent beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

(Signature)

(Date)

(Print Name)

Please return an executed copy of this form to us at the following address: **[Insert Title]**, Bob Evans Farms, Inc., 3776 S. High St., Columbus, Ohio 43207.

EXHIBIT 10.4

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT
(For Employees — LTIP)**

Bob Evans Farms, Inc. (“we” or “us”) has granted to you restricted shares of our common stock, par value \$0.01 per share (“Restricted Stock”), subject to the terms and conditions described in the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the “Plan”) and this Restricted Stock Award Agreement (this “Award Agreement”).

To ensure you fully understand the terms and conditions of your Restricted Stock, you should read the Plan and this Award Agreement carefully. Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

You should return a signed copy of this Award Agreement to:

[Insert title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

1. Summary of Your Restricted Stock

Grant Date: [insert Grant Date] .

Number of Shares of Restricted Stock: [insert number of shares] Shares.

2. Transfer Restrictions and Restriction Period

(a) **Transfer Restrictions:** Until the Restriction Period (as described below) lapses, your Restricted Stock will be subject to a risk of forfeiture and we will hold it in escrow. Except as described below, you may not sell, transfer, pledge, assign, alienate or hypothecate your Shares of Restricted Stock. After the Restriction Period lapses, your Restricted Stock will be distributed to you or forfeited, depending on whether or not you satisfy the terms and conditions described in this Award Agreement.

(b) Restriction Period:

(i) Subject to the provisions of the Plan and this Award Agreement, the restrictions on your Restricted Stock will lapse and the Restricted Stock will become fully vested on the earliest to occur of the date you:

(A) Complete 15 years of service with us or any Related Entity in one or more positions as a “restaurant general manager,” “administrative

professional,” “area director,” or “corporate manager,” as we define those positions;

(B) Attain age 62;

(C) Die; or

(D) Terminate due to Disability.

Except as set forth in Section 2(b)(ii), if you Terminate for any reason other than due to your death or Disability, any unvested Restricted Stock will be forfeited on your Termination date.

(ii) Notwithstanding the foregoing, the restrictions on the Restricted Stock will lapse and the Restricted Stock will become fully vested if a Business Combination or Change in Control occurs and:

(A) We are not the surviving corporation following such Business Combination or Change in Control; or

(B) Within 24 months following such Business Combination or Change in Control, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits; or

(C) Within 24 months following such Business Combination or Change in Control, your employment is Terminated by us and the Related Entities without Cause or by you for Good Reason (as defined below).

(iii) “Good Reason” means, without your written consent, (A) our or a Related Entity’s failure to pay or cause to be paid your base salary or bonus (to the extent earned in accordance with the terms of any applicable arrangement), if any, when due or (B) any substantial and sustained diminution in your authority or responsibilities with us or any Related Entity; provided that the events described in clauses (A) or (B) will constitute Good Reason only if we fail to cure such event within 30 days after we receive from you written notice of the event which constitutes Good Reason. “Good Reason” will cease to exist for an event on the 60th day following the later of its occurrence or your knowledge thereof, unless you have given us written notice thereof prior to such date.

3. Restrictive Covenants

Unless we or a Related Entity otherwise agree in writing, any outstanding Shares of Restricted Stock will be forfeited if you:

- Serve (or agree to serve) as an officer, director, manager, consultant or employee of any proprietorship, partnership, corporation or limited liability company or become the owner of a business or a member of a partnership or limited liability company that competes with any portion of our or a Related Entity’s business or renders any

service to entities that compete with any portion of our or a Related Entity's business;

- Refuse or fail to consult with, supply information to, or otherwise cooperate with, us or any Related Entity after having been requested to do so; or
- Deliberately engage in any action that the Committee concludes could harm us or any Related Entity.

4. Settling Your Restricted Stock

If all applicable terms and conditions have been satisfied, your Restricted Stock will be released from escrow and distributed to you as soon as administratively feasible after the last day of the Restriction Period. Any fractional Share of Restricted Stock will be settled in cash.

5. Other Rules Affecting Your Restricted Stock

(a) **Rights During the Restriction Period:** During the Restriction Period (and even though the Shares of Restricted Stock are held in escrow until they are settled), you (i) may exercise full voting rights associated with the Shares of Restricted Stock and (ii) will be entitled to receive all dividends and other distributions paid with respect to the Shares of Restricted Stock, although any dividends or other distributions paid in Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were issued under this Award Agreement.

(b) **Beneficiary Designation:** You may name a beneficiary or beneficiaries to receive Restricted Stock that is not settled at the time of your death by completing a Beneficiary Designation Form. If you have not completed a Beneficiary Designation Form or if you wish to change your beneficiary, you may complete the Beneficiary Designation Form attached to this Award Agreement as Exhibit A. The Beneficiary Designation Form does not need to be completed now and is not required to be completed as a condition of receiving your Restricted Stock. However, if you die without completing a Beneficiary Designation Form or if you do not complete the form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(c) **Tax Withholding:**

(i) You may be required to pay to us or a Related Entity and, subject to Code §409A, we or any Related Entity will have the right and are hereby authorized to withhold from any issuance or transfer due under this Award Agreement or under the Plan or from any compensation or other amount owing to you, applicable withholding taxes with respect to your Restricted Stock or any issuance or transfer under this Award Agreement or the Plan and to take such action as may be necessary in our opinion to satisfy all obligations for the payment of such taxes.

(ii) Without limiting the generality of Section 5(c)(i), to the extent permitted by the Committee, you may satisfy the foregoing withholding liability: (A) by having us withhold from the number of Shares that otherwise would be issued to you when your

Restricted Stock is settled a number of Shares with a Fair Market Value equal to the statutory minimum withholding liability; or (B) through the delivery or attestation of a number of Shares owned by you for at least six months before the Restricted Stock is settled (or such other period established by generally accepted accounting principles) and that have a Fair Market Value equal to the statutory minimum withholding liability.

(d) **Transferring Your Restricted Stock:** In general, your Restricted Stock may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, except by will or the laws of descent and distribution. However, as described in Section 5(b), you may complete a Beneficiary Designation Form to name the person who may receive any Restricted Stock that is settled after you die. Also, with the Committee's consent, you may be allowed to transfer your Restricted Stock to certain Permissible Transferees (as defined in the Plan). Contact us at the address given on the first page of this Award Agreement if you are interested in transferring your Restricted Stock to a Permissible Transferee.

(e) **Governing Law:** This Award Agreement will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the State of Ohio except to the extent that the Delaware General Corporation Law is mandatorily applicable.

(f) **Other Agreements:** Your Restricted Stock will be subject to the terms of any other written agreements between you and us to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(g) **Adjustments to Your Restricted Stock:** If there is a Share dividend, Share split, recapitalization (including payment of an extraordinary dividend), merger, consolidation, combination, spin-off, distribution of assets to stockholders, exchange of Shares or other similar corporate change affecting Shares, the Committee will appropriately adjust the number of Shares of Restricted Stock and any other factors, limits or terms affecting your Restricted Stock. Any decision by the Committee as to the appropriate adjustments to be made to your Restricted Stock will be binding on you.

(h) **Buy Out of Restricted Stock:** We may offer to buy for cash or by substitution of another Award (but only to the extent that the offer and the terms of the offer do not, and on their face are not likely to, generate penalties under Code §409A or violate any other applicable law) your Restricted Stock, whether or not the Restriction Period has lapsed, by providing to you written notice ("Buy Out Offer") of our intention to exercise the rights reserved in Section 15.05 of the Plan and other information, if any, required to be included under applicable securities laws. If a Buy Out Offer is made and you accept it, we will transfer to you the value (determined under procedures adopted by the Committee) of your Restricted Stock to be purchased or exchanged. We will complete any such buy out as soon as administratively feasible after the date you accept the Buy Out Offer.

(i) **Other Terms and Conditions:** Your Restricted Stock is subject to the terms and conditions described in this Award Agreement and the Plan, which is incorporated by reference into and made a part of this Award Agreement. You should read the Plan carefully to ensure you fully understand all the terms and conditions of your Restricted Stock. In the event of a conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan will

govern. The Committee has the sole responsibility of interpreting the Plan and this Award Agreement, and its determination of the meaning of any provision in the Plan or this Award Agreement shall be binding on you.

(j) **Signature in Counterparts:** This Award Agreement may be signed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

* * * * *

Your Acknowledgment

By signing below as the "Participant," you acknowledge and agree that:

- A copy of the Plan has been made available to you; and
- You understand and accept the terms and conditions placed on your Restricted Stock.

PARTICIPANT

Signature

Date: _____

Print Name

BOB EVANS FARMS, INC.

By: _____
[Insert name and title]

Date: _____

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
BENEFICIARY DESIGNATION FORM

Primary Beneficiary Designation. I designate the following person(s) as my primary beneficiary or beneficiaries, in the proportion specified, to receive or to exercise any vested Awards under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the "Plan") that are unpaid or unexercised at my death:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note : You are not required to name more than one primary beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

Contingent Beneficiary Designation. If one or more of my primary beneficiaries dies before I die, I direct that any vested Awards under the Plan that are unpaid or unexercised at my death and that might otherwise have been paid to that beneficiary be:

___ Allocated to my other named primary beneficiaries in proportion to the allocation given above (ignoring the interest allocated to the deceased primary beneficiary); or

___ Allocated, in the proportion specified, among the following contingent beneficiaries:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note: You are not required to name more than one contingent beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

(Signature)

(Date)

(Print Name)

Please return an executed copy of this form to us at the following address: **[Insert Title]**, Bob Evans Farms, Inc., 3776 S. High St., Columbus, Ohio 43207.

EXHIBIT 10.5

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT
(For Non-Employee Directors)**

Bob Evans Farms, Inc. (“we” or “us”) has granted to you restricted shares of our common stock, par value \$0.01 per share (“Restricted Stock”), subject to the terms and conditions described in the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the “Plan”) and this Restricted Stock Award Agreement (the “Award Agreement”).

To ensure you fully understand the terms and conditions of your Restricted Stock, you should read the Plan and this Award Agreement carefully. Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

You should return a signed copy of the Award Agreement to:

[Insert title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

1. Summary of Your Restricted Stock

Grant Date: [insert Grant Date] .

Number of Shares of Restricted Stock: [insert number of shares] Shares.

2. Transfer Restrictions and Restriction Period

(a) **Transfer Restrictions:** Until the Restriction Period (as described below) lapses, your Restricted Stock will be subject to a risk of forfeiture and we will hold it in escrow. Except as described below, you may not sell, transfer, pledge, assign, alienate or hypothecate your Shares of Restricted Stock. After the Restriction Period lapses, your Restricted Stock will be distributed to you or forfeited, depending on whether or not you satisfy the terms and conditions described in this Award Agreement.

(b) **Restriction Period:**

(i) Subject to the provisions of the Plan and this Award Agreement (including Section 3), the restrictions on your Restricted Stock will lapse and the Restricted Stock will become fully vested on the first anniversary of the Grant Date.

(ii) Notwithstanding the foregoing, the restrictions on the Restricted Stock will lapse and the Restricted Stock will become fully vested if a Business Combination or Change in Control occurs and:

(A) We are not the surviving corporation following such Business Combination or Change in Control; or

(B) Within 24 months following such Business Combination or Change in Control, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits; or

(C) Within 24 months following such Business Combination or Change in Control, you Terminate for any reason other than for Cause.

3. Effect of Termination on Restricted Stock

(a) **Retirement, Death or Disability:** If you Terminate due to your Retirement, death or Disability, the Restriction Period will lapse and the Restricted Stock will become fully vested on your Termination date.

(b) **Termination for Cause or Any Reason Other than Retirement, Death or Disability:** If you Terminate for Cause or, except as set forth in Section 2(b)(ii), Terminate for any reason other than due to your Retirement, death or Disability, the unvested Restricted Stock will be forfeited on your Termination date.

4. Restrictive Covenants

Unless we or a Related Entity otherwise agree in writing, any outstanding Shares of Restricted Stock will be forfeited if you:

- Serve (or agree to serve) as an officer, director, manager, consultant or employee of any proprietorship, partnership, corporation or limited liability company or become the owner of a business or a member of a partnership or limited liability company that competes with any portion of our or a Related Entity's business or renders any service to entities that compete with any portion of our or a Related Entity's business;
- Refuse or fail to consult with, supply information to, or otherwise cooperate with, us or any Related Entity after having been requested to do so; or
- Deliberately engage in any action that the Board concludes could harm us or any Related Entity.

5. Settling Your Restricted Stock

If all applicable terms and conditions have been satisfied, your Restricted Stock will be released from escrow and distributed to you as soon as administratively feasible after the last day of the Restriction Period. Any fractional Share of Restricted Stock will be settled in cash.

6. Other Rules Affecting Your Restricted Stock

(a) **Rights During the Restriction Period:** During the Restriction Period (and even though the Shares of Restricted Stock are held in escrow until they are settled), you (i) may exercise full voting rights associated with the Shares of Restricted Stock and (ii) will be entitled to receive all dividends and other distributions paid with respect to the Shares of Restricted Stock, although any dividends or other distributions paid in Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were issued under this Award Agreement.

(b) **Beneficiary Designation:** You may name a beneficiary or beneficiaries to receive or exercise any vested Award that is unpaid or unexercised at your death by completing a Beneficiary Designation Form. If you have not completed a Beneficiary Designation Form or if you wish to change your beneficiary, you may complete the Beneficiary Designation Form attached to this Award Agreement as Exhibit A. The Beneficiary Designation Form does not need to be completed now and is not required to be completed as a condition of receiving your Restricted Stock. However, if you die without completing a Beneficiary Designation Form or if you do not complete the form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(c) **Transferring Your Restricted Stock:** In general, your Restricted Stock may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, except by will or the laws of descent and distribution. However, as described in Section 6(b), you may complete a Beneficiary Designation Form to name the person who may receive any Restricted Stock that is settled after you die. Also, with the Board's consent, you may be allowed to transfer your Restricted Stock to certain Permissible Transferees (as defined in the Plan). Contact us at the address given on the first page of this Award Agreement if you are interested in transferring your Restricted Stock to a Permissible Transferee.

(d) **Governing Law:** This Award Agreement will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the State of Ohio except to the extent that the Delaware General Corporation Law is mandatorily applicable.

(e) **Other Agreements:** Your Restricted Stock will be subject to the terms of any other written agreements between you and us to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(f) **Adjustments to Your Restricted Stock:** If there is a Share dividend, Share split, recapitalization (including payment of an extraordinary dividend), merger, consolidation, combination, spin-off, distribution of assets to stockholders, exchange of Shares or other similar corporate change affecting Shares, the Board will appropriately adjust the number of Shares of Restricted Stock and any other factors, limits or terms affecting your Restricted Stock. Any decision by the Board as to the appropriate adjustments to be made to your Restricted Stock will be binding on you.

(g) **Buy Out of Restricted Stock:** We may offer to buy for cash or by substitution of another Award (but only to the extent that the offer and the terms of the offer do not, and on their

face are not likely to, generate penalties under Code §409A or violate any other applicable law) your Restricted Stock, whether or not the Restriction Period has lapsed, by providing to you written notice (“Buy Out Offer”) of our intention to exercise the rights reserved in Section 15.05 of the Plan and other information, if any, required to be included under applicable securities laws. If a Buy Out Offer is made and you accept it, we will transfer to you the value (determined under procedures adopted by the Board) of your Restricted Stock to be purchased or exchanged. We will complete any such buy out as soon as administratively feasible after the date you accept the Buy Out Offer.

(h) **Other Terms and Conditions:** Your Restricted Stock is subject to the terms and conditions described in this Award Agreement and the Plan, which is incorporated by reference into and made a part of this Award Agreement. You should read the Plan carefully to ensure you fully understand all the terms and conditions of your Restricted Stock. In the event of a conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan will govern. The Board has the sole responsibility of interpreting the Plan and this Award Agreement, and its determination of the meaning of any provision in the Plan or this Award Agreement shall be binding on you.

(i) **Signature in Counterparts:** This Award Agreement may be signed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

* * * * *

Your Acknowledgment

By signing below as the “Participant,” you acknowledge and agree that:

- A copy of the Plan has been made available to you; and
- You understand and accept the terms and conditions placed on your Restricted Stock.

PARTICIPANT

Signature

Date: _____

Print Name

BOB EVANS FARMS, INC.

By: _____
[Insert name and title]

Date: _____

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
BENEFICIARY DESIGNATION FORM

Primary Beneficiary Designation. I designate the following person(s) as my primary beneficiary or beneficiaries, in the proportion specified, to receive or to exercise any vested Awards under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the "Plan") that are unpaid or unexercised at my death:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note : You are not required to name more than one primary beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

Contingent Beneficiary Designation. If one or more of my primary beneficiaries dies before I die, I direct that any vested Awards under the Plan that are unpaid or unexercised at my death and that might otherwise have been paid to that beneficiary be:

___ Allocated to my other named primary beneficiaries in proportion to the allocation given above (ignoring the interest allocated to the deceased primary beneficiary); or

___ Allocated, in the proportion specified, among the following contingent beneficiaries:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note: You are not required to name more than one contingent beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

(Signature)

(Date)

(Print Name)

Please return an executed copy of this form to us at the following address: [Insert Title], Bob Evans Farms, Inc., 3776 S. High St., Columbus, Ohio 43207.

EXHIBIT 10.6

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN**

**CASH-BASED AWARD AGREEMENT
(For Employees — PIP Award)**

In recognition of your participation in the Bob Evans Farms, Inc. Performance Incentive Plan, Bob Evans Farms, Inc. (“we” or “us”) has granted to you a Cash-Based Award (the “Award”), subject to the terms and conditions described in the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the “Plan”) and this Cash-Based Award Agreement (this “Award Agreement”).

To ensure you fully understand the terms and conditions of your Award, you should read the Plan and this Award Agreement carefully. Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

You should return a signed copy of this Award Agreement to:

[Insert title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

1. Summary of Your Award

Grant Date: [insert Grant Date] .

Amount of Award: \$ [___]

2. Vesting

(a) Subject to the provisions of the Plan and this Award Agreement (including Section 3), your Award will become fully vested with respect to:

- (i) \$ [___] on the first anniversary of the Grant Date;
- (ii) \$ [___] on the second anniversary of the Grant Date; and
- (iii) \$ [___] on the third anniversary of the Grant Date.

(b) Notwithstanding the foregoing and unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, your Award will become fully vested if a Business Combination or Change in Control occurs and:

(i) We are not the surviving corporation following such Business Combination or Change in Control; or

(ii) Within 24 months following such Business Combination or Change in Control, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits; or

(iii) Within 24 months following such Business Combination or Change in Control, your employment is Terminated by us and the Related Entities without Cause or by you for Good Reason (as defined below).

(c) Unless otherwise specified in an employment agreement or change in control agreement between you and us or any Related Entity, “Good Reason” means, without your written consent, (i) our or a Related Entity’s failure to pay or cause to be paid your base salary or bonus (to the extent earned in accordance with the terms of any applicable arrangement), if any, when due, (ii) any substantial and sustained diminution in your authority or responsibilities with us or any Related Entity or (iii) we or a Related Entity require you to relocate more than 50 miles from your principal place of employment on the Grant Date; provided that the events described in clauses (i), (ii) and (iii) will constitute Good Reason only if we fail to cure such event within 30 days after we receive from you written notice of the event which constitutes Good Reason. “Good Reason” will cease to exist for an event on the 60th day following the later of its occurrence or your knowledge thereof, unless you have given us written notice thereof prior to such date.

3. Effect of Termination on Your Award

(a) **Retirement, Death or Disability:** If you Terminate due to your Retirement, death or Disability, your Award will become fully vested on your Termination date.

(b) **Termination for Cause or Any Reason Other Than Retirement, Death or Disability:** If you Terminate for Cause or, except as set forth in Section 2(b), Terminate for any reason other than due to your Retirement, death or Disability, the unvested portion of your Award will be forfeited on your Termination date.

4. Distribution of Your Award

If all applicable terms and conditions have been satisfied, the vested portion of your Award will be distributed to you in cash as soon as administratively feasible, but no later than 30 days, after it vests. If you are a Key Employee, any vested portion of your Award will not be distributed until the first day that it may be distributed without generating an excise tax under Code §409A.

5. Restrictive Covenants

Unless we or a Related Entity otherwise agree in writing, any outstanding portion of your Award will be forfeited if you:

- Serve (or agree to serve) as an officer, director, manager, consultant or employee of any proprietorship, partnership, corporation or limited liability company or become

the owner of a business or a member of a partnership or limited liability company that competes with any portion of our or a Related Entity's business or renders any service to entities that compete with any portion of our or a Related Entity's business;

- Refuse or fail to consult with, supply information to, or otherwise cooperate with, us or any Related Entity after having been requested to do so; or
- Deliberately engage in any action that the Committee concludes could harm us or any Related Entity.

6. Other Rules Affecting Your Award

(a) **Beneficiary Designation:** You may name a beneficiary or beneficiaries to receive any portion of your Award that has not been distributed at the time of your death by completing a Beneficiary Designation Form. If you have not completed a Beneficiary Designation Form or if you wish to change your beneficiary, you may complete the Beneficiary Designation Form attached to this Award Agreement as Exhibit A. The Beneficiary Designation Form does not need to be completed now and is not required to be completed as a condition of receiving your Award. However, if you die without completing a Beneficiary Designation Form or if you do not complete the form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(b) **Tax Withholding:** You may be required to pay to us or a Related Entity and, subject to Code §409A, we or any Related Entity will have the right and are hereby authorized to withhold from any amount payable under this Award Agreement or under the Plan or from any compensation or other amount owing to you, applicable withholding taxes with respect to your Award and to take such action as may be necessary in our opinion to satisfy all obligations for the payment of such taxes.

(c) **Transferring Your Award:** In general, your Award may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, except by will or the laws of descent and distribution. However, as described in Section 6(a), you may complete a Beneficiary Designation Form to name the person who may receive any portion of your Award that is distributed after you die. Also, with the Committee's consent, you may be allowed to transfer your Award to certain Permissible Transferees (as defined in the Plan). Contact us at the address given on the first page of this Award Agreement if you are interested in transferring your Award to a Permissible Transferee.

(d) **Governing Law:** This Award Agreement will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the State of Ohio except to the extent that the Delaware General Corporation Law is mandatorily applicable.

(e) **Other Agreements:** Your Award will be subject to the terms of any other written agreements between you and us to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(f) **Other Terms and Conditions:** Your Award is subject to the terms and conditions described in this Award Agreement and the Plan, which is incorporated by reference into and made a part of this Award Agreement. You should read the Plan carefully to ensure you fully understand all the terms and conditions of your Award. In the event of a conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan will govern. The Committee has the sole responsibility of interpreting the Plan and this Award Agreement, and its determination of the meaning of any provision in the Plan or this Award Agreement shall be binding on you.

(g) **Signature in Counterparts:** This Award Agreement may be signed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

* * * * *

Your Acknowledgment

By signing below as the "Participant," you acknowledge and agree that:

- A copy of the Plan has been made available to you; and
- You understand and accept the terms and conditions placed on your Award.

PARTICIPANT

Signature

Date: _____

Print Name

BOB EVANS FARMS, INC.

By: _____
[Insert name and title]

Date: _____

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
BENEFICIARY DESIGNATION FORM

Primary Beneficiary Designation. I designate the following person(s) as my primary beneficiary or beneficiaries, in the proportion specified, to receive or to exercise any vested Awards under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the "Plan") that are unpaid or unexercised at my death:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note : You are not required to name more than one primary beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

Contingent Beneficiary Designation. If one or more of my primary beneficiaries dies before I die, I direct that any vested Awards under the Plan that are unpaid or unexercised at my death and that might otherwise have been paid to that beneficiary be:

___ Allocated to my other named primary beneficiaries in proportion to the allocation given above (ignoring the interest allocated to the deceased primary beneficiary); or

___ Allocated, in the proportion specified, among the following contingent beneficiaries:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note: You are not required to name more than one contingent beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

(Signature)

(Date)

(Print Name)

Please return an executed copy of this form to us at the following address: **[Insert Title]**, Bob Evans Farms, Inc., 3776 S. High St., Columbus, Ohio 43207.

EXHIBIT 10.7

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
ANNUAL BONUS AWARD AGREEMENT
(For Employees)**

Bob Evans Farms, Inc. (“we” or “us”) has granted to you a Cash-Based Award (the “Award”), subject to the terms and conditions described in the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the “Plan”) and this Annual Bonus Award Agreement (this “Award Agreement”). This Award is a Performance-Based Award under Section 14.00 of the Plan and is intended to qualify as performance-based compensation under Code §162(m).

To ensure you fully understand the terms and conditions of your Award, you should read the Plan and this Award Agreement carefully. Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

You should return a signed copy of this Award Agreement to:

[Insert title]
Bob Evans Farms, Inc.
3776 S. High St.
Columbus, Ohio 43207

1. Performance Period, Performance Objectives and Bonus

- (a) **Performance Period:** The Performance Period is our [____] fiscal year which began on [____] and ends on [____].
- (b) **Performance Objectives:** Your Performance Objectives for the Performance Period are listed on the attached Exhibit A.
- (c) **Bonus:**

(i) Your “Target Bonus” is **[insert Target Bonus — e.g., specified percentage of employee’s base salary]** . The amount you actually earn pursuant to this Award Agreement is referred to as the “Bonus” and will depend on the extent to which the Performance Objectives described in Section 1(b) are met.

(ii) If the Performance Objectives described in Section 1(b) are met, you will be entitled to receive the Target Bonus. However, if the Performance Objectives are exceeded or partially met, the amount of your Bonus will be affected. Your Bonus may be equal to [____] based on the level of attainment of the Performance Objectives, as described on Exhibit A.

2. Distribution of Bonus

(a) **In General:** Subject to Section 2(b) of this Award Agreement, any Bonus you earn during the Performance Period (less any applicable taxes) will be paid to you in a single lump sum cash payment as soon as administratively feasible, but no later than 60 days, after the end of the Performance Period.

(b) **Deferral of Bonus:** You previously elected whether to have all or any portion of your Bonus deferred under the Bob Evans Farms, Inc. and Affiliates Executive Deferral Program in accordance with the terms and conditions thereof. You made this election by completing a **[insert title of bonus deferral form]**.

3. Effect of Termination on Your Award

(a) **Definition of Good Reason:** Unless otherwise specified in an employment agreement or change in control agreement between you and us or any Related Entity, "Good Reason" means, without your written consent, (i) our or a Related Entity's failure to pay or cause to be paid your base salary or bonus (to the extent earned in accordance with the terms of any applicable arrangement), if any, when due, (ii) any substantial and sustained diminution in your authority or responsibilities with us or any Related Entity or (iii) we or a Related Entity require you to relocate more than 50 miles from your principal place of employment on the first day of our 2008 fiscal year; provided that the events described in clauses (i), (ii) and (iii) will constitute Good Reason only if we fail to cure such event within 30 days after we receive from you written notice of the event which constitutes Good Reason. "Good Reason" will cease to exist for an event on the 60th day following the later of its occurrence or your knowledge thereof, unless you have given us written notice thereof prior to such date.

(b) **Termination for Good Reason or Without Cause or Due to Death, Disability or Retirement:** Unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, if, before the end of the Performance Period, your employment (i) is Terminated by us and the Related Entities without Cause or by you for Good Reason or (ii) Terminates due to your death, Disability or Retirement, you will receive a prorated Bonus, calculated as follows:

(A) At the end of the Performance Period, the Committee will determine the extent to which the Performance Objectives were achieved and the Bonus that would have been paid to you if you had remained actively employed through the end of the Performance Period; and

(B) Such Bonus will be multiplied by a fraction, the numerator of which is the number of whole calendar months during which you were actively employed during the Performance Period and the denominator of which is the number of whole calendar months in the Performance Period.

The prorated Bonus, if any, will be distributed as described in Section 2 of this Award Agreement.

(c) **Termination for Any Other Reason:** Unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, if your employment Terminates for any reason not described in Section 3(b) before the end of the Performance Period, you will forfeit all rights to receive any Bonus under this Award Agreement.

4. Effect of Business Combination or Change in Control

(a) Notwithstanding anything to the contrary in this Award Agreement and unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, if a Business Combination or Change in Control occurs and:

(i) we are not the surviving corporation following such Business Combination or Change in Control; or

(ii) within 24 months following such Business Combination or Change in Control, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits; or

(iii) within 24 months following such Business Combination or Change in Control, your employment is Terminated by us and the Related Entities without Cause or by you for Good Reason;

then within 30 days the occurrence of an event described in subparagraphs (i), (ii) or (iii), your Target Bonus (less any applicable taxes) will be paid to you in a single lump sum cash payment. This payment will be made whether or not the Performance Objectives for the Performance Period have been met and whether or not the Performance Period has been completed.

(b) Unless otherwise specified in a separate change in control agreement (or written agreement of similar import) between you and us or any Related Entity, if the sum of the payments described in this Section 4 and those provided under all other plans, programs or agreements between you and us or any Related Entity constitute an “excess parachute payment” as defined in Code §280G, we will either:

(i) Reimburse you for the amount of any excise tax due under Code §4999 (but not for any income taxes or additional excise taxes associated with this initial payment), if such reimbursement provides you with an after-tax amount that is greater than the after-tax amount produced under Section 4(b)(ii); or

(ii) Reduce the amounts paid to you under this Award Agreement so that your total “parachute payment” as defined in Code §280G under this and all other plans, programs or agreements between you and us or any Related Entity will be \$1.00 less than the amount that would be an excess parachute payment, if this reduction provides you with an after-tax amount that is greater than the after-tax amount produced under Section 4(b)(i).

5. Restrictive Covenants

Unless we or a Related Entity otherwise agree in writing, any outstanding portion of your Award will be forfeited if you:

- Serve (or agree to serve) as an officer, director, manager, consultant or employee of any proprietorship, partnership, corporation or limited liability company or become the owner of a business or a member of a partnership or limited liability company that competes with any portion of our or a Related Entity's business or renders any service to entities that compete with any portion of our or a Related Entity's business;
- Refuse or fail to consult with, supply information to, or otherwise cooperate with, us or any Related Entity after having been requested to do so; or
- Deliberately engage in any action that the Committee concludes could harm us or any Related Entity.

6. Other Rules Affecting Your Award

(a) **Beneficiary Designation:** You may name a beneficiary or beneficiaries to receive any portion of your Award that has not been distributed at the time of your death by completing a Beneficiary Designation Form. If you have not completed a Beneficiary Designation Form or if you wish to change your beneficiary, you may complete the Beneficiary Designation Form attached to this Award Agreement as Exhibit B. The Beneficiary Designation Form does not need to be completed now and is not required to be completed as a condition of receiving your Award. However, if you die without completing a Beneficiary Designation Form or if you do not complete the form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(b) **Tax Withholding:** You may be required to pay to us or a Related Entity and, subject to Code §409A, we or any Related Entity will have the right and are hereby authorized to withhold from any amount payable under this Award Agreement or under the Plan or from any compensation or other amount owing to you, applicable withholding taxes with respect to your Award and to take such action as may be necessary in our opinion to satisfy all obligations for the payment of such taxes.

(c) **Transferring Your Award:** In general, your Award may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, except by will or the laws of descent and distribution. However, as described in Section 6(a), you may complete a Beneficiary Designation Form to name the person who may receive any portion of your Award that is distributed after you die. Also, with the Committee's consent, you may be allowed to transfer your Award to certain Permissible Transferees (as defined in the Plan). Contact us at the address given on the first page of this Award Agreement if you are interested in transferring your Award to a Permissible Transferee.

(d) **Governing Law:** This Award Agreement will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the State of Ohio except to the extent that the Delaware General Corporation Law is mandatorily applicable.

(e) **Other Agreements:** Your Award will be subject to the terms of any other written agreements between you and us to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(f) **Other Terms and Conditions:** Your Award is subject to the terms and conditions described in this Award Agreement and the Plan, which is incorporated by reference into and made a part of this Award Agreement. You should read the Plan carefully to ensure you fully understand all the terms and conditions of your Award. In the event of a conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan will govern. The Committee has the sole responsibility of interpreting the Plan and this Award Agreement, and its determination of the meaning of any provision in the Plan or this Award Agreement shall be binding on you.

(g) **Signature in Counterparts:** This Award Agreement may be signed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

* * * * *

Your Acknowledgment

By signing below as the "Participant," you acknowledge and agree that:

- A copy of the Plan has been made available to you; and
- You understand and accept the terms and conditions placed on your Award.

PARTICIPANT

Signature

Date: _____

Print Name

BOB EVANS FARMS, INC.

By: _____
[Insert name and title]

Date: _____

**BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
PERFORMANCE OBJECTIVES**

BOB EVANS FARMS, INC.
2006 EQUITY AND CASH INCENTIVE PLAN
BENEFICIARY DESIGNATION FORM

Primary Beneficiary Designation. I designate the following person(s) as my primary beneficiary or beneficiaries, in the proportion specified, to receive or to exercise any vested Awards under the Bob Evans Farms, Inc. 2006 Equity and Cash Incentive Plan (the "Plan") that are unpaid or unexercised at my death:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note : You are not required to name more than one primary beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

Contingent Beneficiary Designation. If one or more of my primary beneficiaries dies before I die, I direct that any vested Awards under the Plan that are unpaid or unexercised at my death and that might otherwise have been paid to that beneficiary be:

___ Allocated to my other named primary beneficiaries in proportion to the allocation given above (ignoring the interest allocated to the deceased primary beneficiary); or

___ Allocated, in the proportion specified, among the following contingent beneficiaries:

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

_____ % to _____
(Name) (Relationship)

Address: _____

Note: You are not required to name more than one contingent beneficiary but, if you do, the sum of these percentages may not be greater than 100 percent.

(Signature)

(Date)

(Print Name)

Please return an executed copy of this form to us at the following address: **[Insert Title]**, Bob Evans Farms, Inc., 3776 S. High St., Columbus, Ohio 43207.