
**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): June 19, 2006 (June 13, 2006)

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 1.01. Entry into a Material Definitive Agreement.

Cash Bonuses for Fiscal 2006 Performance

On June 13, 2006, the Compensation Committee of the Board of Directors of Bob Evans Farms, Inc. (the "Company") awarded cash bonuses to each of its executive officers (other than Steven A. Davis, Chief Executive Officer) with respect to performance for the fiscal year which began on April 30, 2005 and ended on April 28, 2006 ("Fiscal 2006"). These cash bonuses were awarded based on (1) the achievement of objective performance goals established by the Compensation Committee on June 14, 2005 (as reported in the Company's Current Report on Form 8-K filed on June 20, 2005 under Item 1.01, *Entry Into a Material Definitive Agreement*, beneath the caption "Performance Goals for Fiscal 2006 Cash Bonuses") and (2) the Compensation Committee's subjective assessment of the performance of each of the executive officers. The following table sets forth the cash bonuses awarded to the Company's four most highly-paid executive officers (other than the chief executive officer) for Fiscal 2006 performance:

| <u>Name</u> | <u>Title</u> | <u>Cash Bonus</u> |
|--------------------|---|-------------------|
| Roger D. Williams | Executive Vice President - Food Products | \$ 201,103 |
| Donald J. Radkoski | Chief Financial Officer, Treasurer and Secretary | \$ 164,856 |
| Randall L. Hicks | Executive Vice President -- Restaurant Operations | \$ 95,877 |
| Russell W. Bendel | Chief Executive Officer -- SWH Corporation (d/b/a Mimi's Café) | \$ 171,670 |

Mr. Davis did not receive a cash bonus with respect to Fiscal 2006 performance because he was not employed by the Company during Fiscal 2006. Larry C. Corbin served as the Company's interim Chief Executive Officer and President following the resignation of Stewart K. Owens on August 9, 2005. The Compensation Committee awarded Mr. Corbin a cash bonus of \$300,000 based on the Compensation Committee's subjective assessment of Mr. Corbin's performance during Fiscal 2006.

Fiscal 2006 Performance Incentive Plan Awards

On June 13, 2006, the Compensation Committee awarded stock options and restricted stock to each of its executive officers (other than Mr. Davis) in accordance with the Company's Performance Incentive Plan ("PIP") (as described in the Company's Current Report on Form 8-K filed on May 13, 2005 and amended by Form 8-K/A filed on July 12, 2005, under Item 1.01, *Entry Into a Material Definitive Agreement*, beneath the caption "Adoption of Performance Incentive Plan"). These awards were based on the achievement of performance goals established by the Compensation Committee under the PIP for Fiscal 2006, as reported in the Company's Current Report on Form 8-K/A filed on May 13, 2005 and amended by Form 8-K/A filed on July 12, 2005. The following table sets forth the PIP awards received by the Company's four most-highly compensated executive officers (other than the chief executive officer) for Fiscal 2006 performance:

| <u>Name</u> | <u>Title</u> | <u>Stock Options</u> | <u>Restricted Stock</u> |
|--------------------|---|----------------------|-------------------------|
| Roger D. Williams | Executive Vice President - Food Products | 11,964 | 19,252 |
| Donald J. Radkoski | Chief Financial Officer, Treasurer and Secretary | 10,084 | 15,643 |
| Randall L. Hicks | Executive Vice President -- Restaurant Operations | 5,674 | 6,714 |
| Russell W. Bendel | Chief Executive Officer -- SWH Corporation (d/b/a Mimi's Café) | 7,493 | 12,041 |

The stock options and restricted stock were awarded under the Company's First Amended and Restated 1998 Stock Option and Incentive Plan (the "1998 Plan"). Each stock option has an exercise price of \$27.38 per share, which was the closing price of the Company's common stock on the Nasdaq National Market on the grant date.

Mr. Davis did not receive a PIP award with respect to Fiscal 2006 performance because he was not employed by the Company during Fiscal 2006.

Adoption of Award Agreements

On June 13, 2006, the Compensation Committee adopted forms of (1) Nonqualified Stock Option Notice and Agreement, Incentive Stock Option Notice and Agreement, Restricted Stock Award Notice and Agreement (Director) and Restricted Stock Award Notice and Agreement (Employee) under the 1998 Plan; (2) Cash Award Notice and Agreement under the PIP; and (3) Restricted Stock Award Notice and Agreement under the Company's First Amended and Restated 1993 Long Term Incentive Plan for Managers. These award agreements are attached as Exhibits 10.1 through 10.6, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Equity Awards to Steven A. Davis

As previously reported in the Company's Current Report on Form 8-K filed on May 2, 2006, under Item 1.01, *Entry into a Material Definitive Agreement*, the Company entered into an Employment Agreement (the "Employment Agreement") with Mr. Davis in connection with his appointment as the Company's Chief Executive Officer, effective May 1, 2006. The Employment Agreement provides that, within forty-five (45) days after the start of Mr. Davis' employment with the Company, he was to receive a grant of 10,000 shares of the Company's common stock and a grant of 20,166 shares of restricted stock of the Company (such restricted stock to vest in equal installments over three (3) years commencing June 13, 2007). The number of shares subject to both of these grants was calculated using an assumed price of the Company's stock of \$30.00 per share, and the Employment Agreement provides that the number of shares actually granted would be adjusted to reflect the closing price of the Company's common stock on the grant date. The closing price of the Company's common stock on the Nasdaq National Market on the grant date (June 13, 2006) was \$27.38 per share. Accordingly, Mr. Davis was awarded 10,957 shares of the Company's common stock and 25,771 shares of restricted stock (calculated with a vesting discount). Pursuant to the Employment Agreement, Mr. Davis was also granted options to purchase 18,000 shares of the Company's common stock with an exercise price of \$27.38 per share.

Base Salaries for Fiscal 2007

On June 13, 2006 the Compensation Committee approved new annual base salaries for each of its executive officers (other than Mr. Davis) for the Company's fiscal year which began on April 29, 2006 ("Fiscal 2007"). Fiscal 2007 base salaries are retroactive to April 29, 2006. The following table sets forth the Fiscal 2007 base salary of the Company's four most highly compensated executive officers other than Mr. Davis:

| <u>Name</u> | <u>Title</u> | <u>Fiscal 2007 Base Salary</u> |
|--------------------|---|--------------------------------|
| Roger D. Williams | Executive Vice President - Food Products | \$ 423,810 |
| Donald J. Radkoski | Chief Financial Officer, Treasurer and Secretary | \$ 344,867 |
| Randall L. Hicks | Executive Vice President -- Restaurant Operations | \$ 267,806 |
| Russell W. Bendel | Chief Executive Officer -- SWH Corporation (d/b/a Mimi's Café) | \$ 356,558 |

As previously reported in the Company's Current Report on Form 8-K filed on May 2, 2006, the Company entered into an Employment Agreement with Mr. Davis in connection with his appointment as Chief Executive Officer of the Company, effective May 1, 2006. The Employment Agreement provides Mr. Davis with an annual base salary of \$650,000.

Director Stock Awards

Pursuant to the Company's Compensation Program for Directors Effective May 8, 2006 (as reported in the Company's Current Report on Form 8-K filed on May 11, 2006, under Item 1.01, *Entry into a Material Definitive Agreement*, beneath the caption "Compensation Program for Directors Effective May 8, 2006"), each non-employee director of the Company was awarded 2,500 shares of restricted stock on June 13, 2006.

Item 9.01. Financial Statements and Exhibits.

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

The following exhibits are included pursuant to Item 1.01. Entry into a Material Definitive Agreement of Form 8-K:

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | Nonqualified Stock Option Notice and Agreement — First Amended and Restated 1998 Stock Option and Incentive Plan (for awards on or after June 13, 2006) |
| 10.2 | Incentive Stock Option Notice and Agreement — First Amended and Restated 1998 Stock Option and Incentive Plan (for awards on or after June 13, 2006) |
| 10.3 | Restricted Stock Award Notice and Agreement (Director) — First Amended and Restated 1998 Stock Option and Incentive Plan (for awards on or after June 13, 2006) |
| 10.4 | Restricted Stock Award Notice and Agreement (Employee) — First Amended and Restated 1998 Stock Option and Incentive Plan (for awards on or after June 13, 2006) |
| 10.5 | Cash Award Notice and Agreement — Performance Incentive Plan (for awards on or after June 13, 2006) |
| 10.6 | Restricted Stock Award Notice and Agreement — First Amended and Restated 1993 Long Term Incentive Plan for Managers (for awards on or after June 13, 2006) |

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: June 19, 2006

By: /s/Donald J. Radkoski

Donald J. Radkoski

Chief Financial Officer, Treasurer and Secretary

INDEX TO EXHIBITS

Current Report on Form 8-K
Dated June 19, 2006

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Nonqualified Stock Option Notice and Agreement

Bob Evans Farms, Inc.
ID: 31-4421866
3776 South High Street
Columbus, OH 43207

Optionee:

Option Number:
Plan: First Amended and
Restated 1998 Stock
Option and Incentive
Plan
ID:

Effective , you have been granted a nonqualified stock option to buy «SHARES» shares of common stock, par value \$0.01 per share, of Bob Evans Farms, Inc. (the “Company”) at an exercise price of «PRICE_PER_SHARE» for each share.

The total exercise price for the shares subject to this Nonqualified Stock Option is «VALUE».

This nonqualified stock option will vest and become exercisable over a period of three years according to the following schedule:

| <u>Vesting Date</u> | <u>Number of Shares</u> |
|---------------------|-------------------------|
|---------------------|-------------------------|

BOB EVANS FARMS, INC.

By:

[Name]
[Title]
Date:

This Nonqualified Stock Option Notice and Agreement is not a stock certificate or a negotiable instrument. The nonqualified stock option represented by this Nonqualified Stock Option Notice and Agreement is non-transferable.

By your receipt of this Nonqualified Stock Option Notice and Agreement, you and the Company agree that this nonqualified stock option is granted under and governed by the terms and conditions of the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan, including the terms and conditions set forth on the reverse side of this Nonqualified Stock Option Notice and Agreement.

Section 409A of the Internal Revenue Code (“Section 409A”) imposes substantial penalties on persons who receive some forms of deferred compensation. Your nonqualified stock option has been designed to avoid these penalties. However, because the Internal Revenue Service has not yet issued rules fully defining the effect of Section 409A, it may be necessary to revise your Nonqualified Stock Option Notice and Agreement if you are to avoid these penalties. By accepting this nonqualified stock option, you agree to accept those revisions, without any further consideration, even if those revisions change the terms of your nonqualified stock option and reduce its value or potential value.



Bob Evans Farms, Inc.
First Amended and Restated
1998 Stock Option and Incentive Plan
Nonqualified Stock Option Notice and Agreement

Bob Evans Farms, Inc. (the "Company") is pleased to inform you that you have been granted a nonqualified stock option ("Option") to purchase shares of common stock, par value \$0.01, of the Company ("Shares"). Your Option has been awarded under the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan (the "Plan"), which, together with this Nonqualified Stock Option Notice and Agreement ("Agreement"), sets forth the terms and conditions of this Option and is incorporated by reference into this Agreement. A prospectus describing the Plan in more detail has been delivered to you. Copies of the Plan and the prospectus are also available through our Compensation Department. The Plan and the prospectus contain important information and we urge you to review them carefully.

Option Information:

Optionee:
Grant Date:
Shares Subject to the Option:
Exercise Price:
Last Exercise Date:

Vesting : You may not exercise this Option until the Option has vested. The Option will vest and become exercisable according to the following schedule with respect to each installment of Shares:

Vesting Date

Number of Shares

This vesting schedule may be affected if (1) you die, (2) you retire, (3) your employment with the Company is terminated or (4) there is a change in control of the Company, as explained later in this Agreement.

Option Term : You must exercise this Option before the Last Exercise Date, or an earlier date if you die or retire, if your employment with the Company is terminated, or if there is a change in control of the Company (as explained later this Agreement). After that time, this Option will become null and void.

Exercise : Exercising this Option means that you exchange this Option for a number of Shares by purchasing each Share that you wish to buy at the Exercise Price. You can only buy the number of Shares as to which the Option has vested on the exercise date. For example, if you were to receive an option to buy 200 Shares that vests in two annual installments of 100 Shares, you can buy up to 100 Shares on or after the first vesting date. You cannot buy the remaining 100 Shares until on or after the second vesting date. The number of Shares you may purchase on any date cannot exceed the total number of Shares as to which the Option is vested by that date, less any Shares you previously acquired by exercising this Option.

To exercise this Option, you must deliver to the Company (1) a written notice that states the number of Shares you wish to buy and (2) the Purchase Price. The "Purchase Price" is the Exercise Price multiplied by the number of Shares you are buying. You may pay the Purchase Price in one of the following ways:

- (1) **Cash** : Deliver cash, a cashier's check or a personal check to the Company in the amount of the Purchase Price.
- (2) **Swap/Stock-for-Stock Exercise** : Deliver to the Company Shares that you already own which have a Fair Market Value equal to the Purchase Price. The "Fair Market Value" of the Company's Shares, on any given date, is the last reported sale price of the Shares on NASDAQ.
- (3) **Broker Assisted Exercise** : Authorize a broker to sell some or all of the Shares to be acquired through the exercise of the Option and instruct the broker to pay the Company the portion of the sale proceeds equal to the Purchase Price and to pay you any sale proceeds remaining after paying the Purchase Price and the broker's fee.

Tax Withholding : The Company must withhold federal, state and local taxes in connection with the exercise of this Option and the Company has the right to require these payments from you. The Company permits you to make these payments (1) in cash (including cash resulting from a broker assisted exercise), (2) by having the Company withhold from the Shares you are to receive upon exercise a number of Shares having a Fair Market Value equal to the payment due, or (3) delivering Shares to the Company that you already own which have a Fair Market Value equal to the payment due. You must select one of these alternatives when you exercise this Option.

Exercise Following Retirement, Death, Disability, Termination of Employment or a Change in Control of the Company :

Retirement (as defined in the Plan) : If you retire, this Option will vest immediately and become fully exercisable. You must exercise this Option by the Last Exercise Date.

Death : If you die while employed by the Company, this Option will vest immediately and become fully exercisable . The legal representative of your estate must exercise this Option by the Last Exercise Date or within one year of the date of your death, whichever is earlier.

Disability : If your employment with the Company is terminated because you become disabled, this Option will vest immediately and become fully exercisable . You must exercise this Option by the Last Exercise Date or within one year of the date of your termination of employment,

whichever is earlier.

Termination of Employment : If you voluntarily terminate your employment with the Company, the unvested portion of this Option will be cancelled. You must exercise the vested portion of this Option by the Last Exercise Date or within 90 days following the date you notify the Company of your intention to terminate your employment, whichever is earlier. If your employment with the Company is terminated by the Company for “cause” (as defined in the Plan), this Option will be cancelled immediately (both the vested and unvested portions).

Change in Control of the Company : This Option will vest immediately and become fully exercisable if, within 36 months after a change in control of the Company, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits. A “change in control” is defined in the Plan.

Restrictions on Transfer of Option : You may not assign, alienate, pledge, sell or otherwise transfer this Option, and any purported transfer will be void and unenforceable against the Company. Notwithstanding this prohibition, this Option may be transferred by will or by the laws of descent and distribution. During your lifetime, this Option may be exercised only by you or your guardian or legal representative.

Tax Consequences : This brief discussion of the federal tax rules that affect this Option is provided as general information (not as personal tax advice) and is based on the Company’s understanding of federal tax laws and regulations in effect as of the Grant Date.

You should consult with a tax or financial adviser to ensure you fully understand the tax ramifications of your Option.

You will not be required to pay ordinary income taxes on the value of this Option when it is issued or when it becomes exercisable. However, you will be required to pay federal, state and local taxes when you exercise this Option. The amount taxed is the difference between the Fair Market Value of each Share you buy when you exercise this Option minus the Exercise Price for each Share you buy, multiplied by the number of Shares you buy. The Company must withhold these taxes (see discussion of “Tax Withholding”). When you sell your Shares, the difference between their Fair Market Value when sold and the Exercise Price will be taxed as a long term capital gain (or loss), if you sell the Shares more than one year after you exercise the Option, or as a short term capital gain (or loss), if you sell the Shares one year or less after you exercise the Option.

Plan Controls : The Company has developed the Plan to encourage your continued effort and commitment to the Company. The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the terms of the Plan. In the event of any actual or alleged conflict between the terms of the Plan and terms of this Agreement, the terms of the Plan shall be controlling and determinative.

Options as an Investment : Deciding whether and when to exercise this Option is an important investment decision. The value of this Option is the difference between the Exercise Price and the Fair Market Value of Shares on the Exercise Date. If the Fair Market Value of the Shares rises, you may realize a gain. However, there is no guarantee that the value of the Shares will rise. If the Fair Market Value of the Shares declines, you may lose all or some of your investment.

No Rights as a Stockholder : You shall not have any rights as a stockholder of the Company with respect to any of the Shares subject to this Option until you exercise the Option and the Company issues a certificate to you evidencing such Shares.

Section 16 Officers and Affiliates : If you are an executive officer of the Company subject to the requirements of Section 16 of the Securities Exchange Act of 1934, as amended, you are responsible for ensuring that all the requirements of Section 16 are met, including filing notices with the Securities and Exchange Commission on Form 4 when you receive and when you exercise this Option. Additionally, the methods by which you may exercise this Option may be subject to additional restrictions under the federal securities laws. Also, certain restrictions are imposed by the federal securities laws on the resale of Shares acquired under the Plan by persons deemed to be “affiliates” of the Company. An “affiliate” is a person who possesses the power (direct or indirect) to direct or cause the direction of the Company’s management or policies.

IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.



Incentive Stock Option Notice and Agreement

Bob Evans Farms, Inc.
ID: 31-4421866
3776 South High Street
Columbus, OH 43207

Optionee:

Option Number:
Plan: First Amended
and Restated 1998
Stock Option and
Incentive Plan
ID:

Effective [___], you have been granted an incentive stock option to buy «SHARES» shares of common stock, par value \$0.01 per share, of Bob Evans Farms, Inc. (the “Company”) at an exercise price of «PRICE» for each share.

The total exercise price for the shares subject to this Incentive Stock Option is «VALUE».

This incentive stock option will vest and become exercisable over a period of three years according to the following schedule:

| <u>Vesting Date</u> | <u>Number of Shares</u> |
|---------------------|-------------------------|
|---------------------|-------------------------|

BOB EVANS FARMS, INC.

By:
[Name]
[Title]
Date: [___]

This Incentive Stock Option Notice and Agreement is not a stock certificate or a negotiable instrument. The stock option represented by this Incentive Stock Option Notice and Agreement is non-transferable.

By your receipt of this Incentive Stock Option Notice and Agreement, you and the Company agree that this incentive stock option is granted under and governed by the terms and conditions of the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan, including the terms and conditions set forth on the reverse side of this Incentive Stock Option Notice and Agreement.

Section 409A of the Internal Revenue Code (“Section 409A”) imposes substantial penalties on persons who receive some forms of deferred compensation. Your incentive stock option has been designed to avoid these penalties. However, because the Internal Revenue Service has not yet issued rules fully defining the effect of Section 409A, it may be necessary to revise your Incentive Stock Option Notice and Agreement if you are to avoid these penalties. By accepting this incentive stock option, you agree to accept those revisions, without any further consideration, even if those revisions change the terms of your incentive stock option and reduce its value or potential value.



Bob Evans Farms, Inc.
First Amended and Restated
1998 Stock Option and Incentive Plan
Incentive Stock Option Notice and Agreement

We are pleased to inform you that you have been granted an incentive stock option (“Option”) to purchase shares of common stock, par value \$0.01, of Bob Evans Farms, Inc (“Shares”), (the “Company”). Your Option has been awarded under the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan (the “Plan”), which, together with this Incentive Stock Option Notice and Agreement (“Agreement”), sets forth the terms and conditions of this Option and is incorporated by reference into this Agreement. A prospectus describing the Plan in more detail has been delivered to you. Copies of the Plan and the prospectus are also available at our Compensation Department. The Plan and the prospectus contain important information and we urge you to review them carefully.

Option Information :

Optionee:
Grant Date:
Shares Subject to the Option:
Exercise Price:
Last Exercise Date:

Vesting : You may not exercise this Option until the Option has vested. The Option will vest and become exercisable according to the following schedule with respect to each installment of Shares:

Vesting Date

Number of Shares

This vesting schedule may be affected if (1) you die, (2) you retire, (3) your employment with the Company is terminated or (4) there is a change in control of the Company, as explained later in this Agreement.

Option Term : You must exercise this Option before the Last Exercise Date, or an earlier date if you die or retire, if your employment with the Company is terminated, or if there is a change in control of the Company (as explained later this Agreement). After that time, this Option will become null and void.

Exercise : Exercising this Option means that you exchange this Option for a number of Shares by purchasing each Share that you wish to buy at the Exercise Price. You can only buy the number of Shares as to which the Option has vested on the exercise date. For example, if you receive an option to buy 200 Shares that vests in two annual installments of 100 Shares, you can buy up to 100 Shares on or after the first vesting date. You cannot buy the remaining 100 Shares until the second vesting date. The number of Shares you may purchase on any date cannot exceed the total number of Shares as to which the Option is vested by that date, less any Shares you previously acquired by exercising this Option.

To exercise this Option, you must deliver to the Company (1) a written notice that states the number of Shares you wish to buy and (2) the Purchase Price. The “Purchase Price” is the Exercise Price multiplied by the number of Shares you are buying. You may pay the Purchase Price in one of the following ways:

(1) **Cash :** Deliver cash, a cashier’s check or a personal check to the Company in the amount of the Purchase Price.

(2) **Swap/Stock-for-Stock Exercise :** Deliver to the Company Shares that you already own which have a Fair Market Value equal to the Purchase Price. The “Fair Market Value” of the Company’s Shares, on any given date, is the last reported sale price of the Shares on NASDAQ.

(3) **Broker Assisted Exercise :** Authorize a broker to sell some or all of the Shares to be acquired through the exercise of the Option and instruct the broker to pay the Company the portion of the sale proceeds equal to the Purchase Price (and any tax withholding) and to pay you any sale proceeds remaining after paying the Purchase Price and the broker’s fee.

Tax Withholding : In the event that the Company determines that any federal, state or local tax or withholding payment is required in connection with the exercise of this Option or sale of the Shares you acquire through this Option, the Company has the right to require these payments from you. The Company permits you to make these payments (1) in cash (including cash resulting from a broker assisted exercise), (2) by having the Company withhold from the Shares you are to receive upon exercise the number of Shares having a Fair Market Value equal to the payment due, or (3) delivering to the Company Shares that you already own which have a Fair Market Value equal to the payment due.

Exercise Following Retirement, Death, Disability, Termination of Employment or a Change in Control of the Company :

Retirement (as defined in the Plan) : If you retire, this Option will vest immediately and become fully exercisable. You must exercise this Option by the Last Exercise Date or within 90 days after retirement, whichever is earlier. After 90 days, this Option will be converted into a non-qualified stock option and will expire on the Last Exercise Date.

Death : If you die while employed by the Company, this Option will vest immediately and become fully exercisable. The legal representative of your estate must exercise this Option by the Last Exercise Date or within one year of the date of your death, whichever is earlier.

Disability : If your employment with the Company is terminated because you become disabled, this Option will vest immediately and become fully exercisable. You must exercise this Option by the Last Exercise Date or within one year of the date of your termination of employment,

whichever is earlier.

Termination of Employment : If you voluntarily terminate your employment with the Company, the unvested portion of this Option will be cancelled. You must exercise the vested portion of this Option by the Last Exercise Date or within 90 days following the date you notify the Company of your intention to terminate your employment, whichever is earlier. If your employment with the Company is terminated by the Company for “cause” (as defined in the Plan), this Option will be cancelled immediately (both the vested and unvested portion).

Change in Control of the Company : This Option will vest immediately and become fully exercisable if, within 36 months after a change in control of the Company, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits. A “change in control” is defined in the Plan.

Restrictions on Transfer of Option : You may not assign, alienate, pledge, sell or otherwise transfer this Option, and any purported transfer will be void and unenforceable against the Company. Notwithstanding this prohibition, this Option may be transferred by will or by the laws of descent and distribution. During your lifetime, this Option may be exercised only by you or your guardian or legal representative.

Tax Consequences : This Option is intended to qualify as an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”). This brief discussion of the federal tax rules that affect this Option is provided as general information (not as personal tax advice) and is based on the Company’s understanding of federal tax laws and regulations in effect as of the Grant Date. ***You should consult with a tax or financial adviser to ensure you fully understand the tax ramifications of your Option.***

You will not be required to pay ordinary income taxes on the value of this Option when it is issued, when it becomes exercisable or when you buy Shares by exercising this Option. Also, if you comply with certain rules (discussed below), you will not have ordinary income when you sell the Shares you purchased through this Option. Instead, capital gains taxes will apply, but only when you sell the Shares you bought by exercising this Option. Also, these taxes will be applied only to the difference between the price you paid for the Shares (i.e., the Exercise Price) and the amount you receive when you sell the Shares. Because capital gains tax rates normally are lower than ordinary income tax rates, this should minimize your total tax liability. However, this favorable capital gains tax treatment is available only if you do not sell the Shares earlier than two years after the Grant Date and one year after you exercise this Option. You may incur a tax liability when you exercise this Option if you pay the Purchase Price by delivering already owned Shares or using a broker assisted exercise.

If you do not comply with the rule just described, you must pay income tax, at ordinary income tax rates, on the difference between the Exercise Price and the fair market value of the Shares on the exercise date. Any additional gain (i.e., the difference between the fair market value of the Shares on the exercise date and the amount you receive when you sell the Shares) would be taxed at capital gains rates.

You also should know that this option is subject to an “alternative minimum tax,” which is a special tax rate imposed on tax preference items. Generally, the alternative minimum tax structure requires that you calculate your taxes, at a special rate, by including all items of tax preference, including the difference between the Exercise Price and the value of the Shares you purchase when you exercise this Option. This is done for the year in which you exercise this Option. Then, you compare the tax calculated under the alternative minimum tax rates with the tax you owe under the ordinary method of calculating your taxes for that year and pay the higher of the two tax amounts. You may avoid application of the “alternative minimum tax” by making a special election (known as a Code §83(b) election) within 30 days of the Grant Date. However, there are important tax and investment issues that you must consider before making a Code §83(b) election that you should discuss with your personal tax adviser.

Plan Controls : The Company has developed the Plan to encourage your continued effort and commitment to the Company. The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the terms of the Plan. In the event of any actual or alleged conflict between the terms of the Plan and terms of this Agreement, the terms of the Plan shall be controlling and determinative.

Options are an Investment : Deciding whether and when to exercise this Option is an important investment decision. If the value of the Shares subject to this Option rises, you may realize a gain. However, there is no guarantee that the value of the Shares will rise. If the value does not rise or declines, you may lose all or some of your investment.

No Rights as a Stockholder : You shall not have any rights as a stockholder of the Company with respect to any of the Shares subject to this Option until you exercise the Option and the Company issues a certificate to you evidencing such Shares.

Section 16 Officers : If you are an executive officer of the Company subject to the requirements of Section 16 of the Securities Exchange Act of 1934, as amended, you are responsible for ensuring that all the requirements of Section 16 are met, including filing notices with the Securities and Exchange Commission. Additionally, the methods by which you may exercise this Option and your ability to sell the underlying shares may be subject to additional restrictions under the federal securities laws, including Rule 144 under the Securities Act of 1933, as amended.

IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.

**Restricted Stock Award Notice and Agreement
(Director)**

Bob Evans Farms, Inc.
ID: 31-4421866
3776 South High Street
Columbus, OH 43207

Optionee:

Award Number:
Plan: First Amended
and Restated 1998
Stock Option and
Incentive Plan
ID:

Effective «DATE_OF_GRANT», you have been granted a Restricted Stock Award consisting of «M__shares» shares of common stock, par value \$0.01 per share, of Bob Evans Farms, Inc. (the “Company”). You will not receive the common stock subject to this Restricted Stock Award unless and until the applicable vesting conditions are satisfied. These vesting conditions and the other terms of this Restricted Stock Award are explained on the reverse side of this document.

BOB EVANS FARMS, INC.

By:
[Name]
[Title]
Date:

This Restricted Stock Award Notice and Agreement is not a stock certificate or a negotiable instrument. The stock subject to this Restricted Stock Award Notice and Agreement cannot be transferred, pledged, assigned or otherwise encumbered until all applicable vesting conditions are satisfied.

By your receipt of this Restricted Stock Award Notice and Agreement, you and the Company agree that this Restricted Stock Award is granted under and governed by the terms and conditions of the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan, including the terms and conditions set forth on the reverse side of this Restricted Stock Award Notice and Agreement.

Section 409A of the Internal Revenue Code (“Section 409A”) imposes substantial penalties on persons who receive some forms of deferred compensation. Your Restricted Stock Award has been designed to avoid these penalties. However, because the Internal Revenue Service has not yet issued rules fully defining the effect of Section 409A, it may be necessary to revise your Restricted Stock Award Notice and Agreement if you are to avoid these penalties. By accepting this Restricted Stock Award, you agree to accept those revisions, without any further consideration, even if those revisions change the terms of your Restricted Stock Award and reduce its value or potential value.

Bob Evans Farms, Inc.
First Amended and Restated
1998 Stock Option and Incentive Plan
Restricted Stock Award Notice and Agreement

Bob Evans Farms, Inc. (the “Company”) is pleased to inform you that you have been granted a “Restricted Stock Award.” Your Award has been awarded under the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan (the “Plan”), which, together with this Restricted Stock Award Notice and Agreement (“Agreement”), sets forth the terms and conditions of this Award and is incorporated by reference into this Agreement. Copies of the Plan and the prospectus are also available at our Compensation Department. The Plan and the prospectus contain important information and we urge you to review them carefully.

Award Information :

Grantee:
Grant Date:
Number of Shares of Restricted
Stock Awarded:

What is a Restricted Stock Award ?

A Restricted Stock Award is a grant of shares of common stock, par value \$0.01, of the Company (“Shares”), but your right to receive the Shares is subject to transfer and other restrictions that will lapse or “vest” upon the occurrence of certain events. We call the Shares subject to this Restricted Stock Award “Restricted Stock.” Until the vesting requirements are satisfied, your Restricted Stock will be credited to an account maintained for you by the Company. You will not receive certificates for the Restricted Stock unless and until the vesting requirements are satisfied.

Vesting :

Your Restricted Stock will vest on [___].

As soon as administratively feasible after the vesting date, you will be issued Shares equal in number to the number of Shares of Restricted Stock then vesting.

Effect of a Change in Control of the Company : This Award will vest immediately if, within 36 months after a change in control of the Company, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits. A “change in control” is defined in the Plan.

Restrictions on Transfer of Restricted Stock : You may not pledge, transfer, assign, mortgage, sell or otherwise dispose or encumber any of the Shares subject to this Restricted Stock Award until they are vested. Additionally, no interest in your Restricted Stock Award may be subject to seizure for the payment of debts, judgments, alimony, or be reached or transferred in the event you become bankrupt or insolvent until the Shares vest. Once the vesting requirements are satisfied, the Company does not impose any restrictions on the resale of the Shares issued to you. However, certain restrictions may be imposed by the federal securities laws on the resale of the Shares you acquire under the Plan. See “Section 16 Officers and Affiliates” below.

Rights as a Stockholder : During the period in which your Restricted Stock has not vested, you will have all of the rights of a stockholder of the Company with respect to the Restricted Stock, including the right to vote the Restricted Stock and to receive cash dividends paid on the Restricted Stock (any dividends paid in Shares will be held in the escrow account and distributed when the Shares upon which they were paid are distributed). However, you will not be entitled to receive dividends or vote on matters with record dates prior to the Grant Date.

Tax Consequences : This brief discussion of the federal tax rules that affect your Restricted Stock Award is provided as general information (not as personal tax advice) and is based on the Company’s understanding of federal tax laws and regulations in effect as of the date of this Restricted Stock Award.

You should consult with a tax or financial adviser to ensure you fully understand the tax ramifications of your Restricted Stock Award.

You will not be required to pay ordinary income taxes on the value of this Restricted Stock Award when issued. However, you will be required to pay federal, state and local income, wage and employment taxes when the vesting requirements are met. The amount taxed is the full Fair Market Value (as defined in the Plan) of the Restricted Stock on the date the vesting requirements are satisfied. When you sell the Shares you acquire through this Restricted Stock Award, the difference between their Fair Market Value when sold and the Fair Market Value on the vesting date will be taxed as a long term capital gain (or loss), if you sell the Shares more than one year after the vesting date, or as a short term capital gain (or loss), if you sell the Shares one year or less after the vesting date.

Plan Controls : The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the terms of the Plan. In the event of any actual or alleged conflict between the terms of the Plan and terms of this Agreement, the terms of the Plan shall be controlling and determinative.

Section 16 Officers and Affiliates : Directors of the Company are subject to the requirements of Section 16 of the Securities Exchange Act of 1934, as amended. You are responsible for ensuring that all the requirements of Section 16 are met, including filing notices of your receipt of this Restricted Stock Award with the Securities and Exchange Commission on a Form 4. Additionally, certain restrictions are imposed by the federal securities laws on your ability to sell or transfer Shares acquired under the Plan, including Rule 144 under the Securities Act of 1933, as amended.

IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.



**Restricted Stock Award Notice and Agreement
(Employee)**

**Bob Evans Farms, Inc.
ID: 31-4421866
3776 South High Street
Columbus, OH 43207**

Optionee:

**Award Number:
Plan: First Amended
and Restated 1998
Stock Option and
Incentive Plan
ID:**

Effective «DATE_OF_GRANT», you have been granted a Restricted Stock Award consisting of «M__shares» shares of common stock, par value \$0.01 per share, of Bob Evans Farms, Inc. (the “Company”). You will not receive the common stock subject to this Restricted Stock Award unless and until the applicable vesting conditions are satisfied. These vesting conditions and the other terms of this Restricted Stock Award are explained on the reverse side of this document.

BOB EVANS FARMS, INC.

By:
[Name]
[Title]
Date:

This Restricted Stock Award Notice and Agreement is not a stock certificate or a negotiable instrument. The stock subject to this Restricted Stock Award Notice and Agreement cannot be transferred, pledged, assigned or otherwise encumbered until all applicable vesting conditions are satisfied

By your receipt of this Restricted Stock Award Notice and Agreement, you and the Company agree that this Restricted Stock Award is granted under and governed by the terms and conditions of the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan, including the terms and conditions set forth on the reverse side of this Restricted Stock Award Notice and Agreement.

Section 409A of the Internal Revenue Code (“Section 409A”) imposes substantial penalties on persons who receive some forms of deferred compensation. Your Restricted Stock Award has been designed to avoid these penalties. However, because the Internal Revenue Service has not yet issued rules fully defining the effect of Section 409A, it may be necessary to revise your Restricted Stock Award Notice and Agreement if you are to avoid these penalties. By accepting this Restricted Stock Award, you agree to accept those revisions, without any further consideration, even if those revisions change the terms of your Restricted Stock Award and reduce its value or potential value.



Bob Evans Farms, Inc.
First Amended and Restated
1998 Stock Option and Incentive Plan
Restricted Stock Award Notice and Agreement

Bob Evans Farms, Inc. (the “Company”) is pleased to inform you that you have been granted a “Restricted Stock Award.” Your Award has been awarded under the Bob Evans Farms, Inc. First Amended and Restated 1998 Stock Option and Incentive Plan (the “Plan”), which, together with this Restricted Stock Award Notice and Agreement (“Agreement”), sets forth the terms and conditions of this Award and is incorporated by reference into this Agreement. A prospectus describing the Plan in more detail has been delivered to you. Copies of the Plan and the prospectus are also available at our Compensation Department. The Plan and the prospectus contain important information and we urge you to review them carefully.

Award Information :

Grantee:
Grant Date:
Number of Shares of Restricted
Stock Awarded:

What is a Restricted Stock Award ?

A Restricted Stock Award is a grant of shares of common stock, par value \$0.01, of the Company (“Shares”), but your right to receive the Shares is subject to a risk of forfeiture and other restrictions that will lapse or “vest” upon the occurrence of certain events. We call the Shares subject to this Restricted Stock Award “Restricted Stock.” Until the vesting requirements are satisfied, your Restricted Stock will be credited to an account maintained for you by the Company. You will not receive certificates for the Restricted Stock unless and until the vesting requirements are satisfied.

Vesting :

You will satisfy the vesting requirements for your Restricted Stock Award pursuant to the following schedule:

| <u>On</u> | <u>The Following Number of Shares of Restricted Stock Will Vest</u> |
|-----------|---|
|-----------|---|

As soon as administratively feasible after each vesting date, you will be issued Shares equal in number to the number of Shares of Restricted Stock then vesting.

You also will satisfy the vesting requirements if you retire (as defined in the Plan), die or become disabled (as defined in the Plan) before the dates shown in this table

If your employment with the Company (and its subsidiaries) ends for any reason (other than retirement, death or disability) before the dates specified in the table above, you will forfeit the unvested portion of the Restricted Stock credited to your account.

Effect of a Change in Control of the Company : This Award will vest immediately and become fully exercisable if, within 36 months after a change in control of the Company, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits. A “change in control” is defined in the Plan.

Restrictions on Transfer of Restricted Stock : You may not pledge, transfer, assign, mortgage, sell or otherwise dispose or encumber any of the shares subject to this Restricted Stock Award until they are vested. Additionally, no interest in your Restricted Stock Award may be subject to seizure for the payment of debts, judgments, alimony, or be reached or transferred in the event you become bankrupt or insolvent until those shares vest. Once the vesting requirements are satisfied, the Company does not impose any restrictions on the resale of the Shares issued to you. However, certain restrictions may be imposed by the federal securities laws on the resale of the Shares you acquire under the Plan. See “Section 16 Officers and Affiliates” below.

Rights as a Stockholder : During the period in which your Restricted Stock has not vested, you will have all of the rights of a stockholder of the Company with respect to the Restricted Stock, including the right to vote the Restricted Stock and to receive cash dividends paid on the Restricted Stock (any dividends paid in Shares will be held in the escrow account and distributed or forfeited when the Shares upon which they were paid are distributed or forfeited). However, you will not be entitled to receive dividends or vote on matters with record dates prior to the Grant Date, or record dates on or after the date you forfeit your Restricted Stock Award.

Tax Withholding : The Company must withhold federal, state and local taxes in connection with the vesting of your Restricted Stock and the Company has the right to require these payments from you. Unless you pay the Company the amount of these taxes in cash within 90 days of the date your Restricted Stock Award vests, the Company will withhold a number of the Shares of Restricted Stock you would otherwise receive having a “Fair Market Value” equal to the amount of tax withholding liability. The “Fair Market Value” of the Company’s Shares, on any given date, is the last reported closing price of the Shares on the NASDAQ National Market System.

Tax Consequences : This brief discussion of the federal tax rules that affect your Restricted Stock Award is provided as general information (not as personal tax advice) and is based on the Company’s understanding of federal tax laws and regulations in effect as of the date of this Restricted Stock Award.

You should consult with a tax or financial adviser to ensure you fully understand the tax ramifications of your Restricted Stock Award.

You will not be required to pay ordinary income taxes on the value of this Restricted Stock Award when issued. However, you will be required to pay federal, state and local income, wage and employment taxes when the vesting requirements are met. The amount taxed is the full Fair Market Value of the Restricted Stock on the date the vesting requirements are satisfied. The Company must withhold these taxes (see discussion of “Tax Withholding”). When you sell the Shares you acquire through this Restricted Stock Award, the difference between their Fair Market Value when sold and the Fair Market Value on the vesting date will be taxed as a long term capital gain (or loss), if you sell the Shares more than one year after the vesting date, or as a short term capital gain (or loss), if you sell the Shares one year or less after the vesting date.

Plan Controls : The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the terms of the Plan. In the event of any actual or alleged conflict between the terms of the Plan and terms of this Agreement, the terms of the Plan shall be controlling and determinative.

Section 16 Officers and Affiliates : If you are an executive officer of the Company subject to the requirements of Section 16 of the Securities Exchange Act of 1934, as amended, you are responsible for ensuring that all the requirements of Section 16 are met, including filing notices of your receipt of this Restricted Stock Award with the Securities and Exchange Commission on a Form 4. Additionally, certain restrictions are imposed by the federal securities laws on the resale of Shares acquired under the Plan by persons deemed to be “affiliates” of the Company. An “affiliate” is a person who possesses the power (direct or indirect) to direct or cause the direction of the Company’s management or policies.

IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.



Cash Award Notice and Agreement

**Bob Evans Farms, Inc.
ID: 31-4421866
3776 South High Street
Columbus, OH 43207**

**Award Number:
ID:**

Effective «DATE_OF_GRANT», you have been granted a Cash Award. You will receive the cash subject to this award only if and when the applicable vesting conditions are satisfied. These vesting conditions and the other terms of this Cash Award are explained on the reverse side of this document.

The total cash you will receive if all applicable conditions are met is «TOTAL_VALUE».

BOB EVANS FARMS, INC.

By:
[Name]
[Title]
Date:

This Cash Award Notice and Agreement is not a negotiable instrument. The cash subject to this Cash Award cannot be transferred, pledged, assigned or otherwise encumbered until all applicable vesting conditions are satisfied.

By your receipt of this Cash Award Notice and Agreement, you and Bob Evans Farms, Inc. agree that this Cash Award is granted under and governed by the terms and conditions set forth on the reverse side of this Cash Award Notice and Agreement.

Section 409A of the Internal Revenue Code (“Section 409A”) imposes substantial penalties on persons who receive some forms of deferred compensation. Your Cash Award has been designed to avoid these penalties. However, because the Internal Revenue Service has not yet issued rules fully defining the effect of Section 409A, it may be necessary to revise your Cash Award Notice and Agreement if you are to avoid these penalties. By accepting this Cash Award, you agree to accept those revisions, without any further consideration, even if those revisions change the terms of your Cash Award and reduce its value or potential value.

Cash Award Notice and Agreement

Bob Evans Farms, Inc. (the “Company”) is pleased to inform you that you have been granted a “Cash Award.” This Cash Award Notice and Agreement sets forth the terms and conditions of this Cash Award. We urge you to review the following information carefully.

Cash Award Information :

Awardee:

Cash Award Date:

Amount of Cash Award:

Vesting :

You will satisfy the vesting requirements for your Cash Award pursuant to the following schedule:

| <u>On</u> | <u>The following Amount of Cash Will Vest</u> |
|-----------|---|
|-----------|---|

You also will satisfy the vesting requirements if you die, become disabled or retire before the dates shown in this table.

Your vested cash award will be given to you as soon as administratively feasible after it vests.

“Disability” means that, due to an illness or accident you are unable to perform your duties for the period of time benefits are payable under the Company’s short-term disability plan, as determined by an independent physician selected by the Company provided that you do not return to work full-time within 30 days after the Company notifies you that you are being terminated because of disability.

“Retire” means that you voluntarily terminate employment from the Company and all related entities on or after reaching age 55 and being credited with at least 10 years of service.

If your employment with the Company (and its subsidiaries) ends for any reason (other than retirement, death or disability) before the dates specified in the table above, you will forfeit the unvested portion of your Cash Award.

Restrictions on Transfer of a Cash Award : You may not pledge, transfer, assign, mortgage, sell or otherwise dispose or encumber your unvested Cash Award. Additionally, no interest in your unvested Cash Award may be subject to seizure for the payment of debts, judgments, alimony, or be reached or transferred in the event you become bankrupt or insolvent.

Tax Withholding : The Company must withhold federal, state and local taxes in connection with the vesting of your Cash Award. This amount will be deducted from the amount of cash actually paid to you.

Tax Consequences : This brief discussion of the federal tax rules that affect your Cash Award is provided as general information (not as personal tax advice) and is based on the Company’s understanding of federal tax laws and regulations in effect as of the date of this Cash Award.

You should consult with a tax or financial adviser to ensure you fully understand the tax ramifications of your Cash Award.

You will not be required to pay ordinary income taxes on the value of this Cash Award when issued. However, you will be required to pay federal, state and local income, wage and employment taxes when the vesting requirements are met. The amount taxed is the vested portion of the Cash Award on the date the vesting requirements are satisfied. The Company must withhold these taxes (see discussion of “Tax Withholding”).

IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.



Restricted Stock Award Notice and Agreement

Bob Evans Farms, Inc.
ID: 31-4421866
3776 South High Street
Columbus, OH 43207

Grantee:

Award Number:

Plan: First Amended and Restated
1993 Long Term Incentive
Plan for Managers

ID:

Effective , you have been granted a Restricted Stock Award to acquire «M__SHARES» shares of common stock, par value \$0.01 per share, of Bob Evans Farms, Inc. You will not receive the common stock subject to this restricted Stock Award unless and until the applicable vesting conditions are satisfied. These vesting conditions and the other terms of this Restricted Stock Award are explained on the reverse side of this document.

The current total value of this Restricted Stock Award is \$«TOTAL_VALUE», based on the closing price of the Company’s common stock on the NASDAQ National Market System on , \$«SHARE_PRICE». The value of this Restricted Stock Award will fluctuate with the value of the Company’s common stock.

BOB EVANS FARMS, INC.

By:

[Name]

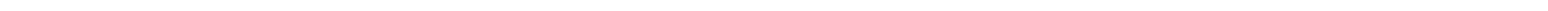
[Title]

Date:

This Restricted Stock Award Notice and Agreement is not a stock certificate or a negotiable instrument. The Restricted Stock represented by this Restricted Stock Award Notice and Agreement cannot be transferred, pledged, assigned or otherwise encumbered until the vesting requirements discussed on the reverse side are satisfied.

By your receipt of this Restricted Stock Award Notice and Agreement you and the Company agree that this Restricted Stock Award is granted under and governed by the terms and conditions of the Company’s 1993 Long Term Incentive Plan for Managers, including the terms and conditions set forth on the reverse side of this Restricted Stock Award Notice and Agreement.

Section 409A of the Internal Revenue Code (“Section 409A”) imposes substantial penalties on persons who receive some forms of deferred compensation. Your Restricted Stock Award has been designed to avoid these penalties. However, because the Internal Revenue Service has not yet issued rules fully defining the effect of Section 409A, it may be necessary to revise your Restricted Stock Award Notice and Agreement if you are to avoid these penalties. By accepting this Restricted Stock Award, you agree to accept those revisions, without any further consideration, even if those revisions change the terms of your Restricted Stock Award and reduce its value or potential value.



Bob Evans Farms, Inc.
First Amended and Restated
1993 Long Term Incentive Plan for Managers
Restricted Stock Award Notice and Agreement

Bob Evans Farms, Inc. (the “Company”) is pleased to inform you that you have been granted a “Restricted Stock Award.” Your Restricted Stock Award has been made under the Bob Evans Farms, Inc. First Amended and Restated 1993 Long Term Incentive Plan for Managers (the “Plan”), which, together with this Restricted Stock Award Notice and Agreement (“Agreement”), sets forth the terms and conditions of your Restricted Stock Award and is incorporated by reference into this Agreement. A prospectus describing the Plan in more detail has been delivered to you. Copies of the Plan and the prospectus are also available through our Compensation Department. The Plan and the prospectus contain important information and we urge you to review them carefully.

Purpose of the Plan :

The Company has developed the Plan to attract outstanding mid-level managers and to provide additional incentive compensation to them, in the form of equity ownership, based on attaining growth in the Company’s consolidated net income. Restricted Stock Awards are only made under the Plan if the Company’s “Actual Performance Level” (as defined in the Plan) exceeds a “Threshold Performance Level” (as defined in the Plan) established each year by the Company’s Compensation Committee.

What is a Restricted Stock Award ?

A Restricted Stock Award is a grant of shares of common stock, par value \$0.01, of the Company (“Shares”), but your right to receive the Shares is subject to a risk of forfeiture or other restrictions that will lapse or “vest” upon the occurrence of certain events. We call the Shares subject to this Restricted Stock Award “Restricted Stock.” Until the vesting requirements are satisfied, your Restricted Stock will be credited to an account maintained for you by the Company. The Company will deliver the Restricted Stock to you within 60 days after the last day of the month in which the vesting requirements are satisfied. You will not receive certificates for the Restricted Stock unless and until the vesting requirements are satisfied.

Restricted Stock Award Information :

Grantee:

Grant Date:

Number of Shares of

Restricted Stock Awarded:

Vesting : You will satisfy the vesting requirements for your Restricted Stock Award on the earlier of the date you:

- (1) complete 15 years of service with the Company (or one of its subsidiaries) in one or more positions as a “restaurant general manager,” “area director” or “corporate manager” as those positions are defined by the Company;
- (2) attain age 62;
- (3) die; or
- (4) become disabled (as defined in the Plan).

If your employment with the Company (and its subsidiaries) ends for any reason (other than death or disability) before the vesting requirements are satisfied, you will forfeit the Restricted Stock credited to your account.

Effect of a Change in Control of the Company : Your Restricted Stock Award will vest immediately and the Restricted Stock will be distributed to you if, within 36 months after a “change in control” of the Company, the Plan is terminated and not replaced simultaneously with a similar program providing comparable benefits. A “change in control” of the Company is defined in the Plan.

Restrictions on Transfer of Restricted Stock : You may not pledge, transfer, assign, mortgage, sell or otherwise dispose or encumber your Restricted Stock. Additionally, no interest in your Restricted Stock may be subject to seizure for the payment of debts, judgments, alimony, or be reached or transferred in the event you become bankrupt or insolvent. Once the vesting requirements are satisfied, the Company does not impose any restrictions on the resale of the Shares issued to you. However, certain restrictions may be imposed by the federal securities laws on the resale of the Shares you acquire under the Plan. See “Section 16 Officers and Affiliates” below.

Rights as a Shareholder : During the period in which your Restricted Stock has not vested, you will have all of the rights of a stockholder of the Company with respect to the Restricted Stock, including the right to vote the Restricted Stock and to receive dividends paid on the Restricted Stock. However, you will not be entitled to receive dividends or vote on matters with record dates prior to the Grant Date, or record dates on or after the Grant Date if you forfeit your Restricted Stock Award.

Tax Withholding : The Company must withhold federal, state and local taxes in connection with the vesting of your Restricted Stock and the Company has the right to require these payments from you. Unless you pay the Company the amount of these taxes in cash within 90 days of the date your Restricted Stock Award vests, the Company will withhold a number of the Shares of Restricted Stock you would otherwise receive having a “Fair Market Value” equal to the amount of tax withholding liability. The “Fair Market Value” of the Company’s Shares, on any given date, is the last reported closing price of the Shares on the NASDAQ National Market System.

Tax Consequences : This brief discussion of the federal tax rules that affect your Restricted Stock Award is provided as general information (not as personal tax advice) and is based on the Company’s understanding of federal tax laws and regulations in effect as of the date of this Restricted Stock Award.

You should consult with a tax or financial adviser to ensure you fully understand the tax ramifications of your Restricted Stock Award.

You will not be required to pay ordinary income taxes on the value of this Restricted Stock Award when issued. However, you will be required to pay federal, state and local taxes when the vesting requirements are met. The amount taxed is the full Fair Market Value of the Restricted Stock on the date the vesting requirements are satisfied. The Company must withhold these taxes (see discussion of “Tax Withholding”). When you sell the Shares you acquire through this Restricted Stock Award, the difference between their Fair Market Value when sold and the Fair Market Value on the vesting date will be taxed as a long term capital gain (or loss), if you sell the Shares more than one year after the vesting date, or as a short term capital gain (or loss), if you sell the Shares one year or less after the vesting date.

Plan Controls : The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the terms of the Plan. In the event of any actual or alleged conflict between the terms of the Plan and terms of this Agreement, the terms of the Plan shall be controlling and determinative.

Section 16 Officers and Affiliates : If you are an executive officer of the Company subject to the requirements of Section 16 of the Securities Exchange Act of 1934, as amended, you are responsible for ensuring that all the requirements of Section 16 are met, including filing notices of your receipt of this Restricted Stock Award with the Securities and Exchange Commission on a Form 4. Additionally, certain restrictions are imposed by the federal securities laws on the resale of Shares acquired under the Plan by persons deemed to be “affiliates” of the Company. An “affiliate” is a person who possesses the power (direct or indirect) to direct or cause the direction of the Company’s management or policies.

IRS CIRCULAR 230 DISCLOSURE : In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.