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**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): December 27, 2007 (December 19, 2007)**

**Bob Evans Farms, Inc.**

(Exact name of registrant as specified in its charter)

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

See Item 2.03 below.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

In July 2007, Bob Evans Farms, Inc. (the “Company”), through certain of its affiliates, entered into notes underlying a \$100 million line of credit (the “Original Credit Line”) with National City Bank (“NCB”). Although not a party to the notes, the Company guaranteed the obligations of its affiliates under the notes. On December 19, 2007, the Company and its affiliates entered into additional notes and guarantees underlying a \$50 million addition to the Original Credit Line (the “Additional Credit” and, together with the Original Credit Line, the “Credit Line”).

Although more than one note underlies the Credit Line, the aggregate amount of principal advances under all of the notes cannot exceed \$150 million. The face amount of any standby letters of credit issued, or requested to be issued, by NCB under the notes also count toward the aggregate limit.

The Credit Line is unsecured and NCB is not obligated to advance any amounts under the Credit Line. The Credit Line does not specify an interest rate for advances, and the interest rate applicable to each advance under the Credit Line will be agreed upon by the Company and NCB at the time the advance is made.

As previously mentioned, the Additional Credit increases the Credit Line to \$150 million. When the Original Credit Line was established in July 2007, the Company did not file the underlying notes and guarantees in reliance on the instructions relating to exhibits in Item 601(b) of Regulation S-K because the long-term debt evidenced by the Original Credit Line did not exceed 10% of the Company’s total consolidated assets. The Additional Credit increases the available credit under the Credit Line to over 10% of the Company’s total consolidated assets, and so all of the notes and guarantees underlying the Credit Line are being filed with the Form 8-K; however, no amendments or changes have been made to the documents executed in July 2007.

The foregoing description of the Credit Line does not purport to be complete and is qualified in its entirety by reference to the notes and guarantees underlying the Credit Line, copies of which are attached hereto as Exhibits 10.1 through 10.8, and are incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(a)—(c). Not applicable.

(d). Exhibits:

Exhibit No.

- 10.1 Master Grid Note from BEF Holding Co., Inc. to National City Bank dated December 19, 2007
- 10.2 Master Grid Note from BEF REIT, Inc. to National City Bank dated December 19, 2007
- 10.3 Guarantee from Bob Evans Farms, Inc. to National City Bank dated December 19, 2007, guaranteeing obligations of BEF Holding Co., Inc.
- 10.4 Guarantee from Bob Evans Farms, Inc. to National City Bank dated December 19, 2007, guaranteeing obligations of BEF REIT, Inc.
- 10.5 Master Grid Note from BEF Holding Co., Inc. to National City Bank dated July 19, 2007
- 10.6 Master Grid Note from BEF REIT, Inc. to National City Bank dated July 19, 2007
- 10.7 Guarantee from Bob Evans Farms, Inc. to National City Bank dated July 19, 2007, guaranteeing obligations of BEF Holding Co., Inc.
- 10.8 Guarantee from Bob Evans Farms, Inc. to National City Bank dated July 19, 2007, guaranteeing obligations of BEF REIT, Inc.

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: December 27, 2007

By: /s/ Donald J. Radkoski  
Donald J. Radkoski  
Chief Financial Officer, Treasurer and  
Assistant Secretary

INDEX TO EXHIBITS  
Current Report on Form 8-K  
Dated December 27, 2007

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**MASTER GRID NOTE**

\$50,000,000.00

Executed at Columbus, Ohio  
December 19, 2007

ON DEMAND, for value received, **BEF HOLDING CO., INC., a Delaware corporation** (“*Debtor*”) promises to pay to the order of **NATIONAL CITY BANK, a national banking association** (“*Bank*”), having a banking office at 155 East Broad Street, Columbus, Ohio, at any office of Bank,

**FIFTY MILLION AND 00/100 DOLLARS (\$50,000,000.00)**

(or, if less, the unpaid principal balance shown on the reverse side or any allonge thereto or as recorded in Bank’s loan account records which may be evidenced by computer print-out), in lawful money of the United States, with interest on each advance hereunder payable on the date such advance is repaid and on demand, and computed (on the basis of a 360-day year and the actual days elapsed) at a per annum rate of interest as agreed to by Debtor and Bank at the time of each request for an advance hereunder and fixed for the duration such advance is outstanding, which rate of interest shall be confirmed in writing by Bank to Debtor after the date such advance is made.

This note does not of itself constitute a commitment by Bank to make any advance or advances to Debtor; this note merely represents an arrangement whereby, for Debtor’s convenience, Debtor may obtain advances without giving Bank a separate note each time. Bank may endorse on the reverse side (or any allonge thereto or in Bank’s loan account records which may be evidenced by computer print-out) the date and amount of each advance. Debtor agrees that each such endorsement or notation shall be prima facie evidence that the advance indicated was made on the date indicated.

There is no limit to the amount of such advances, *EXCEPT* that the maximum principal balance outstanding at any one time hereunder shall not exceed the face amount of \$50,000,000.00, *LESS* the principal balance outstanding under that certain \$50,000,000.00 Master Grid Note dated of even date herewith made by Debtor’s affiliate, **BEF REIT, INC., an Ohio corporation**, in favor of Bank (the “*BEF REIT Note*”). Debtor acknowledges that the effect of the foregoing sentence is to limit the aggregate principal balance outstanding under this note and the BEF REIT Note to a combined maximum of \$50,000,000.00. For purposes of this paragraph, the “principal balance outstanding” under this note shall include the sum of (a) the principal amount of all amounts advanced and outstanding as loans under this note, (b) the principal amount of any requests for advances submitted to Bank but not yet funded under this note, (c) the face amount of any standby letters of credit issued by Bank and in effect under this note, and (d) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under this note. For purposes of this paragraph, the “principal balance outstanding” under the BEF REIT Note shall include the sum of (w) the principal amount of all amounts advanced and outstanding as loans under the BEF REIT Note, (x) the principal amount of any requests for advances submitted to Bank but not yet funded under the BEF REIT Note, (y) the face amount of any standby letters of credit issued by Bank and in effect under the BEF REIT Note, and (z) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under the BEF REIT Note.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. If any provision of this note shall be declared illegal or unenforceable, such provision shall be deemed cancelled to the same extent as though it never had appeared herein, but the remaining provisions shall not be affected thereby.

Debtor hereby authorizes any attorney at law to appear at any time in any State or Federal court of record in the United States of America, to waive the issuance and service of process, to confess judgment against Debtor in favor of the holder of this note for the amount then appearing due, together with interest and costs of suit, and thereupon to release all errors and waive all rights of appeal and stays of execution. Should any judgment be vacated for any reason this warrant of attorney nevertheless may be used for obtaining additional judgments.

This note shall be governed by Ohio law.

**WARNING—BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

1105 North Market Street  
Wilmington, Delaware 19899  
(302) 429-0359

**BEF HOLDING CO., INC.,**  
**a Delaware corporation**

By: /s/ Tod P. Spornhauer  
Print: Tod P. Spornhauer  
Its: Senior Vice President of Finance



**MASTER GRID NOTE**

\$50,000,000.00

Executed at Columbus, Ohio  
December 19, 2007

ON DEMAND, for value received, **BEF REIT, INC., an Ohio corporation** (“*Debtor*”) promises to pay to the order of **NATIONAL CITY BANK, a national banking association** (“*Bank*”), having a banking office at 155 East Broad Street, Columbus, Ohio, at any office of Bank,

**FIFTY MILLION AND 00/100 DOLLARS (\$50,000,000.00)**

(or, if less, the unpaid principal balance shown on the reverse side or any allonge thereto or as recorded in Bank’s loan account records which may be evidenced by computer print-out), in lawful money of the United States, with interest on each advance hereunder payable on the date such advance is repaid and on demand, and computed (on the basis of a 360-day year and the actual days elapsed) at a per annum rate of interest as agreed to by Debtor and Bank at the time of each request for an advance hereunder and fixed for the duration such advance is outstanding, which rate of interest shall be confirmed in writing by Bank to Debtor after the date such advance is made.

This note does not of itself constitute a commitment by Bank to make any advance or advances to Debtor; this note merely represents an arrangement whereby, for Debtor’s convenience, Debtor may obtain advances without giving Bank a separate note each time. Bank may endorse on the reverse side (or any allonge thereto or in Bank’s loan account records which may be evidenced by computer print-out) the date and amount of each advance. Debtor agrees that each such endorsement or notation shall be prima facie evidence that the advance indicated was made on the date indicated.

There is no limit to the amount of such advances, *EXCEPT* that the maximum principal balance outstanding at any one time hereunder shall not exceed the face amount of \$50,000,000.00, *LESS* the principal balance outstanding under that certain \$50,000,000.00 Master Grid Note dated of even date herewith made by Debtor’s affiliate, **BEF HOLDING CO., INC., a Delaware corporation**, in favor of Bank (the “*BEF Holding Note*”). Debtor acknowledges that the effect of the foregoing sentence is to limit the aggregate principal balance outstanding under this note and the BEF Holding Note to a combined maximum of \$50,000,000.00. For purposes of this paragraph, the “principal balance outstanding” under this note shall include the sum of (a) the principal amount of all amounts advanced and outstanding as loans under this note, (b) the principal amount of any requests for advances submitted to Bank but not yet funded under this note, (c) the face amount of any standby letters of credit issued by Bank and in effect under this note, and (d) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under this note. For purposes of this paragraph, the “principal balance outstanding” under the BEF Holding Note shall include the sum of (w) the principal amount of all amounts advanced and outstanding as loans under the BEF Holding Note, (x) the principal amount of any requests for advances submitted to Bank but not yet funded under the BEF Holding Note, (y) the face amount of any standby letters of credit issued by Bank and in effect under the BEF Holding Note, and (z) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under the BEF Holding Note.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. If any provision of this note shall be declared illegal or unenforceable, such provision shall be deemed cancelled to the same extent as though it never had appeared herein, but the remaining provisions shall not be affected thereby.

Debtor hereby authorizes any attorney at law to appear at any time in any State or Federal court of record in the United States of America, to waive the issuance and service of process, to confess judgment against Debtor in favor of the holder of this note for the amount then appearing due, together with interest and costs of suit, and thereupon to release all errors and waive all rights of appeal and stays of execution. Should any judgment be vacated for any reason this warrant of attorney nevertheless may be used for obtaining additional judgments.

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3776 South High Street  
Columbus, Ohio 43207  
(614) 491-2225

**BEF REIT, INC.,  
an Ohio corporation**

By: /s/ Tod P. Spornhauer  
Print: Tod P. Spornhauer  
Its: Senior Vice President of Finance



**GUARANTY  
(All Debt)**

This Guaranty is executed and delivered at Columbus, Ohio, as of December 19, 2007.

1. To induce **NATIONAL CITY BANK, a national banking association** (“*Bank*”), having a banking office at 155 East Broad Street, Columbus, Ohio 43251, to extend or continue to extend credit to **BEF HOLDING CO., INC., a Delaware corporation** (“*Borrower*”), the undersigned, **BOB EVANS FARMS, INC., a Delaware corporation** (“*Guarantor*”), intending to be legally bound, hereby unconditionally guarantees to Bank the prompt payment of each and every obligation of Borrower to Bank when due, whether direct, indirect or contingent, now existing or hereafter created, arising or acquired, and howsoever evidenced or secured, including but not limited to, payment of all principal, interest and other sums due, whether by acceleration or otherwise, together with all late charges, disbursements, expenses, and deficiencies (collectively the “*Guaranteed Debt*”) together with the performance of Borrower’s obligations under any documents or instruments executed in connection with or given to secure the Guaranteed Debt. Guarantor also agrees to pay all expenses, legal and otherwise (including court costs and reasonable attorney’s fees), paid or incurred by Bank in endeavoring to collect such Guaranteed Debt, or any part thereof, and in enforcing this Guaranty. Anything herein to the contrary notwithstanding, the total liability of Guarantor to Bank under this Guaranty shall not exceed the principal sum of Fifty Million and 00/100 Dollars (\$50,000,000.00), plus all interest thereon and late charges applicable thereto plus all expenses, legal and otherwise (including court costs and reasonable attorney’s fees), paid or incurred by Bank in endeavoring to collect such Guaranteed Debt, or any part thereof, and in enforcing this Guaranty.
2. This is a continuing Guaranty and shall remain in full force and effect until revoked by Guarantor in writing and a signed copy thereof is duly served upon Bank; provided, however, that any such revocation shall not affect any outstanding obligation or liability hereunder created or incurred prior to Bank’s receipt of such notice of revocation or which is subsequently created or incurred pursuant to a binding commitment to lend in effect prior to Bank’s receipt of such notice of revocation, or any unpaid portion thereof which may be renewed or extended. This Guaranty shall be construed as an absolute and unconditional guaranty of payment and not a guaranty of collection and Guarantor’s liability shall be direct, immediate and not conditional or contingent upon the pursuit by Bank of any remedies it may have or the requirement to resort first to the Borrower, any other guarantor of the Guaranteed Debt, any collateral or security or any other remedy whatsoever. Guarantor shall have no right of contribution, subrogation, reimbursement or indemnity whatsoever against or from the Borrower or any other guarantor of the Guaranteed Debt, nor any right to recourse to security for the Guaranteed Debt from the Borrower or any other entity or person who has granted security for the Guaranteed Debt unless and until all of the Guaranteed Debt has been paid in full. The obligations of Guarantor hereunder shall not be released, discharged or in any way affected nor shall Guarantor have any rights against Bank by reason of: (a) the fact that any collateral or security, securing the Guaranteed Debt or the obligations of Guarantor hereunder, may be subject to equitable claims or defenses in favor of others or may be invalid or defective in any way; (b) the failure to convey, perfect or create a valid lien in any such collateral or security; (c) the invalidity or unenforceability for any reason of any part of the Guaranteed Debt; (d) the change, loss, or deterioration in value of any collateral or of the financial condition of the Borrower, whether due to incorrect estimates of such value or financial condition, failure to protect or insure, or because of any other reason; (e) the exchange, sale, release or surrender of any such collateral or security; (f) any defense based upon suretyship or impairment of collateral; or (g) any other defense in law or equity to which Guarantor or Borrower may be entitled. Bank may pursue all or any of its remedies at one or at different times. Bank’s books and records showing the account between Bank and the Borrower shall be admissible in any action or proceeding, shall be binding upon Guarantor for the purpose of establishing the items therein set forth, and shall constitute prima facie proof thereof.

3. Guarantor hereby waives any notice of acceptance of this Guaranty, or any notice of the incurring by the Borrower at any time of any obligation or liability covered hereunder. Guarantor also waives any and all presentment, demand of payment, protest or notice of protest, notice of dishonor, notice of nonpayment or other default with respect to any obligation or liability covered hereunder, and all defenses in law or equity. Any and all present and future debts and obligations of the Borrower to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future obligations and liabilities of the Borrower to Bank. Guarantor hereby grants to Bank full power, in its absolute discretion and without notice to Guarantor, to: (a) modify, accelerate, or otherwise change the terms of the Guaranteed Debt in accordance with its provisions; (b) renew or extend the Guaranteed Debt at one or more times; (c) release, compromise, or settle the Guaranteed Debt in settlement, liquidation, adjustment, bankruptcy proceedings or otherwise as Bank deems advisable; (d) delay or forbear to act in respect to the Guaranteed Debt or any collateral, or the enforcement thereof whether such delay or forbearance is deliberate or by omission; (e) consent to the substitution, exchange or release of any collateral or security for the Guaranteed Debt or forbear from calling for additional security; or (f) take an additional guaranty or guaranties, or settle, compromise or release one or more other guaranties. All sums at any time to the credit of Guarantor and any property of Guarantor at any time in Bank's possession may be held by Bank as security for all obligations of Guarantor to Bank arising out of this Guaranty.
4. If any payment received by Bank from the Borrower in respect of the Guaranteed Debt is subsequently recovered from or repaid by Bank as the result of any bankruptcy, dissolution, reorganization, arrangement or liquidation proceedings (or proceedings similar thereto), Guarantor's payment obligation hereunder shall continue to be effective as though such payment had not been made. The provisions of this paragraph shall survive the termination of this Guaranty.
5. Guarantor hereby represents and warrants to Bank that the execution and delivery of this Guaranty and the performance of all of Guarantor's obligations hereunder does not violate any law or regulation to which Guarantor is subject; that Guarantor's execution of this Guaranty is duly authorized; and that this Guaranty constitutes a valid, binding and legally enforceable obligation of Guarantor subject only to laws relating to bankruptcy and creditor's rights generally. Guarantor further agrees to execute and deliver any and all other documents and take any and all other steps or actions reasonably deemed necessary by Bank to effectuate this Guaranty.
6. Guarantor has established adequate means of obtaining, on a continuing basis, all facts pertaining to the risks hereunder. Guarantor assumes the responsibility for being and keeping informed of all facts pertaining to the risks hereunder, and Guarantor agrees that Bank shall have no duty to disclose to Guarantor any such facts. Guarantor recognizes that Guarantor is subject to risks under this Guaranty and that those risks may increase in the future due to changing circumstances. To induce Bank to make the credit extensions to Borrower described in this Guaranty, Guarantor hereby assumes all present and future risks hereunder.
7. Guarantor will furnish to Bank, without expense to Bank and forthwith upon each request of Bank made upon Guarantor therefor, such information in writing regarding Guarantor's financial condition, income taxes, properties, business operations, if any, and pension plans, if any, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Bank. Guarantor hereby authorizes Bank to share all credit and financial information relating to Guarantor with Bank's parent company, with any subsidiary or affiliate company of Bank or of Bank's parent company or with such other persons or entities as Bank shall deem advisable for the conduct of its business.

8. The obligations and liabilities hereunder shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If there is more than one guarantor of the Guaranteed Debt, the obligations of each guarantor shall be joint and several with any other guarantor. This Agreement shall be governed by the law (excluding conflict of laws rules) of the jurisdiction in which Bank's banking office is located.
9. This Guaranty contains the entire guaranty agreement between Guarantor and Bank with respect to all indebtedness arising hereunder and may be in addition to other contracts of guaranty executed by the undersigned in favor of Bank. The provisions of this Guaranty may be modified, altered or amended only by written agreement signed by Guarantor and Bank.
10. Any action, claim, counterclaim, crossclaim, proceeding, or suit arising under or in connection with this Guaranty (each such action, claim, counterclaim, crossclaim, proceeding, or suit, an "*Action* ") may be brought in any federal or state court located in the city in which Bank's banking office listed herein is located. Guarantor hereby unconditionally submits to the jurisdiction of any such court with respect to each such Action and hereby waives any objection Guarantor may now or hereafter have to the venue of any such Action brought in any such court. **GUARANTOR HEREBY, AND EACH HOLDER OF THE GUARANTEED DEBT OR ANY PART THEREOF, KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL IN RESPECT OF ANY ACTION, CLAIM, COUNTERCLAIM, CROSSCLAIM, PROCEEDING, OR SUIT AT ANY TIME ARISING UNDER OR IN CONNECTION WITH THIS GUARANTY.**
11. Guarantor hereby authorizes any attorney-at-law on Guarantor's behalf or on behalf of Guarantor's successors or survivors: to appear in an action on this Guaranty at any time after the Guaranty becomes due in any court of record in Ohio or elsewhere; to waive the issuing and service of process and to confess judgment in favor of the holder hereof for the amount due plus interest and costs; and to release and waive all errors and appeals in the actions and judgments. No judgment against Guarantor shall be a bar to a subsequent judgment or judgments pursuant to this warrant of attorney against Guarantor.

**WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

**BOB EVANS FARMS, INC.,  
a Delaware corporation**

/s/ Laurie Calpin  
Witness  
Print: Laurie Calpin

By: /s/ Tod P. Spornhauer  
Print: Tod P. Spornhauer  
Its: Senior Vice President of Finance and Controller

/s/ Wesley H. Allton  
Witness  
Print: Wesley H. Allton



**GUARANTY  
(All Debt)**

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2. This is a continuing Guaranty and shall remain in full force and effect until revoked by Guarantor in writing and a signed copy thereof is duly served upon Bank; provided, however, that any such revocation shall not affect any outstanding obligation or liability hereunder created or incurred prior to Bank’s receipt of such notice of revocation or which is subsequently created or incurred pursuant to a binding commitment to lend in effect prior to Bank’s receipt of such notice of revocation, or any unpaid portion thereof which may be renewed or extended. This Guaranty shall be construed as an absolute and unconditional guaranty of payment and not a guaranty of collection and Guarantor’s liability shall be direct, immediate and not conditional or contingent upon the pursuit by Bank of any remedies it may have or the requirement to resort first to the Borrower, any other guarantor of the Guaranteed Debt, any collateral or security or any other remedy whatsoever. Guarantor shall have no right of contribution, subrogation, reimbursement or indemnity whatsoever against or from the Borrower or any other guarantor of the Guaranteed Debt, nor any right to recourse to security for the Guaranteed Debt from the Borrower or any other entity or person who has granted security for the Guaranteed Debt unless and until all of the Guaranteed Debt has been paid in full. The obligations of Guarantor hereunder shall not be released, discharged or in any way affected nor shall Guarantor have any rights against Bank by reason of: (a) the fact that any collateral or security, securing the Guaranteed Debt or the obligations of Guarantor hereunder, may be subject to equitable claims or defenses in favor of others or may be invalid or defective in any way; (b) the failure to convey, perfect or create a valid lien in any such collateral or security; (c) the invalidity or unenforceability for any reason of any part of the Guaranteed Debt; (d) the change, loss, or deterioration in value of any collateral or of the financial condition of the Borrower, whether due to incorrect estimates of such value or financial condition, failure to protect or insure, or because of any other reason; (e) the exchange, sale, release or surrender of any such collateral or security; (f) any defense based upon suretyship or impairment of collateral; or (g) any other defense in law or equity to which Guarantor or Borrower may be entitled. Bank may pursue all or any of its remedies at one or at different times. Bank’s books and records showing the account between Bank and the Borrower shall be admissible in any action or proceeding, shall be binding upon Guarantor for the purpose of establishing the items therein set forth, and shall constitute prima facie proof thereof.

3. Guarantor hereby waives any notice of acceptance of this Guaranty, or any notice of the incurring by the Borrower at any time of any obligation or liability covered hereunder. Guarantor also waives any and all presentment, demand of payment, protest or notice of protest, notice of dishonor, notice of nonpayment or other default with respect to any obligation or liability covered hereunder, and all defenses in law or equity. Any and all present and future debts and obligations of the Borrower to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future obligations and liabilities of the Borrower to Bank. Guarantor hereby grants to Bank full power, in its absolute discretion and without notice to Guarantor, to: (a) modify, accelerate, or otherwise change the terms of the Guaranteed Debt in accordance with its provisions; (b) renew or extend the Guaranteed Debt at one or more times; (c) release, compromise, or settle the Guaranteed Debt in settlement, liquidation, adjustment, bankruptcy proceedings or otherwise as Bank deems advisable; (d) delay or forbear to act in respect to the Guaranteed Debt or any collateral, or the enforcement thereof whether such delay or forbearance is deliberate or by omission; (e) consent to the substitution, exchange or release of any collateral or security for the Guaranteed Debt or forbear from calling for additional security; or (f) take an additional guaranty or guaranties, or settle, compromise or release one or more other guaranties. All sums at any time to the credit of Guarantor and any property of Guarantor at any time in Bank's possession may be held by Bank as security for all obligations of Guarantor to Bank arising out of this Guaranty.
4. If any payment received by Bank from the Borrower in respect of the Guaranteed Debt is subsequently recovered from or repaid by Bank as the result of any bankruptcy, dissolution, reorganization, arrangement or liquidation proceedings (or proceedings similar thereto), Guarantor's payment obligation hereunder shall continue to be effective as though such payment had not been made. The provisions of this paragraph shall survive the termination of this Guaranty.
5. Guarantor hereby represents and warrants to Bank that the execution and delivery of this Guaranty and the performance of all of Guarantor's obligations hereunder does not violate any law or regulation to which Guarantor is subject; that Guarantor's execution of this Guaranty is duly authorized; and that this Guaranty constitutes a valid, binding and legally enforceable obligation of Guarantor subject only to laws relating to bankruptcy and creditor's rights generally. Guarantor further agrees to execute and deliver any and all other documents and take any and all other steps or actions reasonably deemed necessary by Bank to effectuate this Guaranty.
6. Guarantor has established adequate means of obtaining, on a continuing basis, all facts pertaining to the risks hereunder. Guarantor assumes the responsibility for being and keeping informed of all facts pertaining to the risks hereunder, and Guarantor agrees that Bank shall have no duty to disclose to Guarantor any such facts. Guarantor recognizes that Guarantor is subject to risks under this Guaranty and that those risks may increase in the future due to changing circumstances. To induce Bank to make the credit extensions to Borrower described in this Guaranty, Guarantor hereby assumes all present and future risks hereunder.
7. Guarantor will furnish to Bank, without expense to Bank and forthwith upon each request of Bank made upon Guarantor therefor, such information in writing regarding Guarantor's financial condition, income taxes, properties, business operations, if any, and pension plans, if any, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Bank. Guarantor hereby authorizes Bank to share all credit and financial information relating to Guarantor with Bank's parent company, with any subsidiary or affiliate company of Bank or of Bank's parent company or with such other persons or entities as Bank shall deem advisable for the conduct of its business.

8. The obligations and liabilities hereunder shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If there is more than one guarantor of the Guaranteed Debt, the obligations of each guarantor shall be joint and several with any other guarantor. This Agreement shall be governed by the law (excluding conflict of laws rules) of the jurisdiction in which Bank's banking office is located.
9. This Guaranty contains the entire guaranty agreement between Guarantor and Bank with respect to all indebtedness arising hereunder and may be in addition to other contracts of guaranty executed by the undersigned in favor of Bank. The provisions of this Guaranty may be modified, altered or amended only by written agreement signed by Guarantor and Bank.
10. Any action, claim, counterclaim, crossclaim, proceeding, or suit arising under or in connection with this Guaranty (each such action, claim, counterclaim, crossclaim, proceeding, or suit, an "**Action** ") may be brought in any federal or state court located in the city in which Bank's banking office listed herein is located. Guarantor hereby unconditionally submits to the jurisdiction of any such court with respect to each such Action and hereby waives any objection Guarantor may now or hereafter have to the venue of any such Action brought in any such court. GUARANTOR HEREBY, AND EACH HOLDER OF THE GUARANTEED DEBT OR ANY PART THEREOF, KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL IN RESPECT OF ANY ACTION, CLAIM, COUNTERCLAIM, CROSSCLAIM, PROCEEDING, OR SUIT AT ANY TIME ARISING UNDER OR IN CONNECTION WITH THIS GUARANTY.
11. Guarantor hereby authorizes any attorney-at-law on Guarantor's behalf or on behalf of Guarantor's successors or survivors: to appear in an action on this Guaranty at any time after the Guaranty becomes due in any court of record in Ohio or elsewhere; to waive the issuing and service of process and to confess judgment in favor of the holder hereof for the amount due plus interest and costs; and to release and waive all errors and appeals in the actions and judgments. No judgment against Guarantor shall be a bar to a subsequent judgment or judgments pursuant to this warrant of attorney against Guarantor.

**WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

**BOB EVANS FARMS, INC.,  
a Delaware corporation**

/s/ Laurie Calpin  
Witness  
Print: Laurie Calpin

By: /s/ Tod P. Spornhauer  
Print: Tod P. Spornhauer  
Its: Senior Vice President of Finance and Controller

/s/ Wesley H. Allton  
Witness  
Print: Wesley H. Allton



MASTER GRID NOTE

\$100,000,000.00

Executed at Columbus, Ohio  
July 19, 2007

ON DEMAND, for value received, **BEF HOLDING CO., INC., a Delaware corporation** (“*Debtor*”) promises to pay to the order of **NATIONAL CITY BANK, a national banking association** (“*Bank*”), having a banking office at 155 East Broad Street, Columbus, Ohio, at any office of Bank,

**ONE HUNDRED MILLION AND 00/100 DOLLARS (\$100,000,000.00)**

(or, if less, the unpaid principal balance shown on the reverse side or any allonge thereto or as recorded in Bank’s loan account records which may be evidenced by computer print-out), in lawful money of the United States, with interest on each advance hereunder payable on the date such advance is repaid and on demand, and computed (on the basis of a 360-day year and the actual days elapsed) at a per annum rate of interest as agreed to by Debtor and Bank at the time of each request for an advance hereunder and fixed for the duration such advance is outstanding, which rate of interest shall be confirmed in writing by Bank to Debtor after the date such advance is made.

This note does not of itself constitute a commitment by Bank to make any advance or advances to Debtor; this note merely represents an arrangement whereby, for Debtor’s convenience, Debtor may obtain advances without giving Bank a separate note each time. Bank may endorse on the reverse side (or any allonge thereto or in Bank’s loan account records which may be evidenced by computer print-out) the date and amount of each advance. Debtor agrees that each such endorsement or notation shall be prima facie evidence that the advance indicated was made on the date indicated.

There is no limit to the amount of such advances, *EXCEPT* that the maximum principal balance outstanding at any one time hereunder shall not exceed the face amount of \$100,000,000.00, *LESS* the principal balance outstanding under that certain \$100,000,000.00 Master Grid Note dated of even date herewith made by Debtor’s affiliate, **BEF REIT, INC., an Ohio corporation**, in favor of Bank (the “*BEF REIT Note*”). Debtor acknowledges that the effect of the foregoing sentence is to limit the aggregate principal balance outstanding under this note and the BEF REIT Note to a combined maximum of \$100,000,000.00. For purposes of this paragraph, the “principal balance outstanding” under this note shall include the sum of (a) the principal amount of all amounts advanced and outstanding as loans under this note, (b) the principal amount of any requests for advances submitted to Bank but not yet funded under this note, (c) the face amount of any standby letters of credit issued by Bank and in effect under this note, and (d) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under this note. For purposes of this paragraph, the “principal balance outstanding” under the BEF REIT Note shall include the sum of (w) the principal amount of all amounts advanced and outstanding as loans under the BEF REIT Note, (x) the principal amount of any requests for advances submitted to Bank but not yet funded under the BEF REIT Note, (y) the face amount of any standby letters of credit issued by Bank and in effect under the BEF REIT Note, and (z) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under the BEF REIT Note.

This note constitutes a replacement and substitution for that Master Grid Note in the face amount of \$70,000,000.00 and dated November 3, 2004 (the "*Previous Note*"), which Previous Note was executed by Debtor in favor of Bank. On the date this note is executed, any outstanding balance under the Previous Note shall be transferred to and evidenced by this note and said Previous Note shall be considered refinanced by this note.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. If any provision of this note shall be declared illegal or unenforceable, such provision shall be deemed cancelled to the same extent as though it never had appeared herein, but the remaining provisions shall not be affected thereby.

Debtor hereby authorizes any attorney at law to appear at any time in any State or Federal court of record in the United States of America, to waive the issuance and service of process, to confess judgment against Debtor in favor of the holder of this note for the amount then appearing due, together with interest and costs of suit, and thereupon to release all errors and waive all rights of appeal and stays of execution. Should any judgment be vacated for any reason this warrant of attorney nevertheless may be used for obtaining additional judgments.

This note shall be governed by Ohio law.

**WARNING—BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

1105 North Market Street  
Wilmington, Delaware 19899  
(302) 429-0359

**BEF HOLDING CO., INC.,**  
**a Delaware corporation**

By: /s/ Tod P. Spornhauer

Print: Tod P. Spornhauer

Its: Senior Vice President of Finance



## MASTER GRID NOTE

\$100,000,000.00

Executed at Columbus, Ohio  
July 19, 2007

ON DEMAND, for value received, **BEF REIT, INC., an Ohio corporation** (“*Debtor*”) promises to pay to the order of **NATIONAL CITY BANK, a national banking association** (“*Bank*”), having a banking office at 155 East Broad Street, Columbus, Ohio, at any office of Bank,

**ONE HUNDRED MILLION AND 00/100 DOLLARS (\$100,000,000.00)**

(or, if less, the unpaid principal balance shown on the reverse side or any allonge thereto or as recorded in Bank’s loan account records which may be evidenced by computer print-out), in lawful money of the United States, with interest on each advance hereunder payable on the date such advance is repaid and on demand, and computed (on the basis of a 360-day year and the actual days elapsed) at a per annum rate of interest as agreed to by Debtor and Bank at the time of each request for an advance hereunder and fixed for the duration such advance is outstanding, which rate of interest shall be confirmed in writing by Bank to Debtor after the date such advance is made.

This note does not of itself constitute a commitment by Bank to make any advance or advances to Debtor; this note merely represents an arrangement whereby, for Debtor’s convenience, Debtor may obtain advances without giving Bank a separate note each time. Bank may endorse on the reverse side (or any allonge thereto or in Bank’s loan account records which may be evidenced by computer print-out) the date and amount of each advance. Debtor agrees that each such endorsement or notation shall be prima facie evidence that the advance indicated was made on the date indicated.

There is no limit to the amount of such advances, *EXCEPT* that the maximum principal balance outstanding at any one time hereunder shall not exceed the face amount of \$100,000,000.00, *LESS* the principal balance outstanding under that certain \$100,000,000.00 Master Grid Note dated of even date herewith made by Debtor’s affiliate, **BEF HOLDING CO., INC., a Delaware corporation**, in favor of Bank (the “*BEF Holding Note*”). Debtor acknowledges that the effect of the foregoing sentence is to limit the aggregate principal balance outstanding under this note and the BEF Holding Note to a combined maximum of \$100,000,000.00. For purposes of this paragraph, the “principal balance outstanding” under this note shall include the sum of (a) the principal amount of all amounts advanced and outstanding as loans under this note, (b) the principal amount of any requests for advances submitted to Bank but not yet funded under this note, (c) the face amount of any standby letters of credit issued by Bank and in effect under this note, and (d) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under this note. For purposes of this paragraph, the “principal balance outstanding” under the BEF Holding Note shall include the sum of (w) the principal amount of all amounts advanced and outstanding as loans under the BEF Holding Note, (x) the principal amount of any requests for advances submitted to Bank but not yet funded under the BEF Holding Note, (y) the face amount of any standby letters of credit issued by Bank and in effect under the BEF Holding Note, and (z) the face amount of any requests for standby letters of credit submitted to Bank but not yet issued under the BEF Holding Note.

This note constitutes a replacement and substitution for that Master Grid Note in the face amount of \$70,000,000.00 and dated November 3, 2004 (the “*Previous Note*”), which Previous

Note was executed by Debtor in favor of Bank. On the date this note is executed, any outstanding balance under the Previous Note shall be transferred to and evidenced by this note and said Previous Note shall be considered refinanced by this note.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. If any provision of this note shall be declared illegal or unenforceable, such provision shall be deemed cancelled to the same extent as though it never had appeared herein, but the remaining provisions shall not be affected thereby.

Debtor hereby authorizes any attorney at law to appear at any time in any State or Federal court of record in the United States of America, to waive the issuance and service of process, to confess judgment against Debtor in favor of the holder of this note for the amount then appearing due, together with interest and costs of suit, and thereupon to release all errors and waive all rights of appeal and stays of execution. Should any judgment be vacated for any reason this warrant of attorney nevertheless may be used for obtaining additional judgments.

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3776 South High Street  
Columbus, Ohio 43207  
(614) 491-2225

**BEF REIT, INC.,  
an Ohio corporation**

By: /s/ Tod P. Spornhauer

Print: Tod P. Spornhauer

Its: Senior Vice President of Finance



**GUARANTY  
(All Debt)**

This Guaranty is executed and delivered at Columbus, Ohio, as of July 19, 2007.

1. To induce **NATIONAL CITY BANK, a national banking association** (“*Bank*”), having a banking office at 155 East Broad Street, Columbus, Ohio 43251, to extend or continue to extend credit to **BEF HOLDING CO., INC., a Delaware corporation** (“*Borrower*”), the undersigned, **BOB EVANS FARMS, INC., a Delaware corporation** (“*Guarantor*”), intending to be legally bound, hereby unconditionally guarantees to Bank the prompt payment of each and every obligation of Borrower to Bank when due, whether direct, indirect or contingent, now existing or hereafter created, arising or acquired, and howsoever evidenced or secured, including but not limited to, payment of all principal, interest and other sums due, whether by acceleration or otherwise, together with all late charges, disbursements, expenses, and deficiencies (collectively the “*Guaranteed Debt*”) together with the performance of Borrower’s obligations under any documents or instruments executed in connection with or given to secure the Guaranteed Debt. Guarantor also agrees to pay all expenses, legal and otherwise (including court costs and reasonable attorney’s fees), paid or incurred by Bank in endeavoring to collect such Guaranteed Debt, or any part thereof, and in enforcing this Guaranty. Anything herein to the contrary notwithstanding, the total liability of Guarantor to Bank under this Guaranty shall not exceed the principal sum of One Hundred Million and 00/100 Dollars (\$100,000,000.00), plus all interest thereon and late charges applicable thereto plus all expenses, legal and otherwise (including court costs and reasonable attorney’s fees), paid or incurred by Bank in endeavoring to collect such Guaranteed Debt, or any part thereof, and in enforcing this Guaranty.
2. This is a continuing Guaranty and shall remain in full force and effect until revoked by Guarantor in writing and a signed copy thereof is duly served upon Bank; provided, however, that any such revocation shall not affect any outstanding obligation or liability hereunder created or incurred prior to Bank’s receipt of such notice of revocation or which is subsequently created or incurred pursuant to a binding commitment to lend in effect prior to Bank’s receipt of such notice of revocation, or any unpaid portion thereof which may be renewed or extended. This Guaranty shall be construed as an absolute and unconditional guaranty of payment and not a guaranty of collection and Guarantor’s liability shall be direct, immediate and not conditional or contingent upon the pursuit by Bank of any remedies it may have or the requirement to resort first to the Borrower, any other guarantor of the Guaranteed Debt, any collateral or security or any other remedy whatsoever. Guarantor shall have no right of contribution, subrogation, reimbursement or indemnity whatsoever against or from the Borrower or any other guarantor of the Guaranteed Debt, nor any right to recourse to security for the Guaranteed Debt from the Borrower or any other entity or person who has granted security for the Guaranteed Debt unless and until all of the Guaranteed Debt has been paid in full. The obligations of Guarantor hereunder shall not be released, discharged or in any way affected nor shall Guarantor have any rights against Bank by reason of: (a) the fact that any collateral or security, securing the Guaranteed Debt or the obligations of Guarantor hereunder, may be subject to equitable claims or defenses in favor of others or may be invalid or defective in any way; (b) the failure to convey, perfect or create a valid lien in any such collateral or security; (c) the invalidity or unenforceability for any reason of any part of the Guaranteed Debt; (d) the change, loss, or deterioration in value of any collateral or of the financial condition of the Borrower, whether due to incorrect estimates of such value or financial condition, failure to protect or insure, or because of any other reason; (e) the exchange, sale, release or surrender of any such collateral or security; (f) any defense based upon suretyship or impairment of collateral; or (g) any other defense in law or equity to which Guarantor or Borrower may be entitled. Bank may pursue all or any of its remedies at one or at different times. Bank’s books and records showing the account between Bank and the Borrower shall be admissible in any action or proceeding, shall be binding upon Guarantor for the purpose of establishing the items therein set forth, and shall constitute prima facie proof thereof.

3. Guarantor hereby waives any notice of acceptance of this Guaranty, or any notice of the incurring by the Borrower at any time of any obligation or liability covered hereunder. Guarantor also waives any and all presentment, demand of payment, protest or notice of protest, notice of dishonor, notice of nonpayment or other default with respect to any obligation or liability covered hereunder, and all defenses in law or equity. Any and all present and future debts and obligations of the Borrower to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future obligations and liabilities of the Borrower to Bank. Guarantor hereby grants to Bank full power, in its absolute discretion and without notice to Guarantor, to: (a) modify, accelerate, or otherwise change the terms of the Guaranteed Debt in accordance with its provisions; (b) renew or extend the Guaranteed Debt at one or more times; (c) release, compromise, or settle the Guaranteed Debt in settlement, liquidation, adjustment, bankruptcy proceedings or otherwise as Bank deems advisable; (d) delay or forbear to act in respect to the Guaranteed Debt or any collateral, or the enforcement thereof whether such delay or forbearance is deliberate or by omission; (e) consent to the substitution, exchange or release of any collateral or security for the Guaranteed Debt or forbear from calling for additional security; or (f) take an additional guaranty or guaranties, or settle, compromise or release one or more other guaranties. All sums at any time to the credit of Guarantor and any property of Guarantor at any time in Bank's possession may be held by Bank as security for all obligations of Guarantor to Bank arising out of this Guaranty.
4. If any payment received by Bank from the Borrower in respect of the Guaranteed Debt is subsequently recovered from or repaid by Bank as the result of any bankruptcy, dissolution, reorganization, arrangement or liquidation proceedings (or proceedings similar thereto), Guarantor's payment obligation hereunder shall continue to be effective as though such payment had not been made. The provisions of this paragraph shall survive the termination of this Guaranty.
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**BOB EVANS FARMS, INC.,  
a Delaware corporation**

/s/ Laurie C. Calpin  
Witness  
Print: Laurie C. Calpin

By: /s/ Tod P. Spornhauer  
Print: Tod P. Spornhauer  
Its: Senior Vice President of Finance and Controller

/s/ Marsha W. James  
Witness  
Print: Marsha W. James



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(All Debt)**

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2. This is a continuing Guaranty and shall remain in full force and effect until revoked by Guarantor in writing and a signed copy thereof is duly served upon Bank; provided, however, that any such revocation shall not affect any outstanding obligation or liability hereunder created or incurred prior to Bank’s receipt of such notice of revocation or which is subsequently created or incurred pursuant to a binding commitment to lend in effect prior to Bank’s receipt of such notice of revocation, or any unpaid portion thereof which may be renewed or extended. This Guaranty shall be construed as an absolute and unconditional guaranty of payment and not a guaranty of collection and Guarantor’s liability shall be direct, immediate and not conditional or contingent upon the pursuit by Bank of any remedies it may have or the requirement to resort first to the Borrower, any other guarantor of the Guaranteed Debt, any collateral or security or any other remedy whatsoever. Guarantor shall have no right of contribution, subrogation, reimbursement or indemnity whatsoever against or from the Borrower or any other guarantor of the Guaranteed Debt, nor any right to recourse to security for the Guaranteed Debt from the Borrower or any other entity or person who has granted security for the Guaranteed Debt unless and until all of the Guaranteed Debt has been paid in full. The obligations of Guarantor hereunder shall not be released, discharged or in any way affected nor shall Guarantor have any rights against Bank by reason of: (a) the fact that any collateral or security, securing the Guaranteed Debt or the obligations of Guarantor hereunder, may be subject to equitable claims or defenses in favor of others or may be invalid or defective in any way; (b) the failure to convey, perfect or create a valid lien in any such collateral or security; (c) the invalidity or unenforceability for any reason of any part of the Guaranteed Debt; (d) the change, loss, or deterioration in value of any collateral or of the financial condition of the Borrower, whether due to incorrect estimates of such value or financial condition, failure to protect or insure, or because of any other reason; (e) the exchange, sale, release or surrender of any such collateral or security; (f) any defense based upon suretyship or impairment of collateral; or (g) any other defense in law or equity to which Guarantor or Borrower may be entitled. Bank may pursue all or any of its remedies at one or at different times. Bank’s books and records showing the account between Bank and the Borrower shall be admissible in any action or proceeding, shall be binding upon Guarantor for the purpose of establishing the items therein set forth, and shall constitute prima facie proof thereof.

3. Guarantor hereby waives any notice of acceptance of this Guaranty, or any notice of the incurring by the Borrower at any time of any obligation or liability covered hereunder. Guarantor also waives any and all presentment, demand of payment, protest or notice of protest, notice of dishonor, notice of nonpayment or other default with respect to any obligation or liability covered hereunder, and all defenses in law or equity. Any and all present and future debts and obligations of the Borrower to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future obligations and liabilities of the Borrower to Bank. Guarantor hereby grants to Bank full power, in its absolute discretion and without notice to Guarantor, to: (a) modify, accelerate, or otherwise change the terms of the Guaranteed Debt in accordance with its provisions; (b) renew or extend the Guaranteed Debt at one or more times; (c) release, compromise, or settle the Guaranteed Debt in settlement, liquidation, adjustment, bankruptcy proceedings or otherwise as Bank deems advisable; (d) delay or forbear to act in respect to the Guaranteed Debt or any collateral, or the enforcement thereof whether such delay or forbearance is deliberate or by omission; (e) consent to the substitution, exchange or release of any collateral or security for the Guaranteed Debt or forbear from calling for additional security; or (f) take an additional guaranty or guaranties, or settle, compromise or release one or more other guaranties. All sums at any time to the credit of Guarantor and any property of Guarantor at any time in Bank's possession may be held by Bank as security for all obligations of Guarantor to Bank arising out of this Guaranty.
4. If any payment received by Bank from the Borrower in respect of the Guaranteed Debt is subsequently recovered from or repaid by Bank as the result of any bankruptcy, dissolution, reorganization, arrangement or liquidation proceedings (or proceedings similar thereto), Guarantor's payment obligation hereunder shall continue to be effective as though such payment had not been made. The provisions of this paragraph shall survive the termination of this Guaranty.
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6. Guarantor has established adequate means of obtaining, on a continuing basis, all facts pertaining to the risks hereunder. Guarantor assumes the responsibility for being and keeping informed of all facts pertaining to the risks hereunder, and Guarantor agrees that Bank shall have no duty to disclose to Guarantor any such facts. Guarantor recognizes that Guarantor is subject to risks under this Guaranty and that those risks may increase in the future due to changing circumstances. To induce Bank to make the credit extensions to Borrower described in this Guaranty, Guarantor hereby assumes all present and future risks hereunder.
7. Guarantor will furnish to Bank, without expense to Bank and forthwith upon each request of Bank made upon Guarantor therefor, such information in writing regarding Guarantor's financial condition, income taxes, properties, business operations, if any, and pension plans, if any, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Bank. Guarantor hereby authorizes Bank to share all credit and financial information relating to Guarantor with Bank's parent company, with any subsidiary or affiliate company of Bank or of Bank's parent company or with such other persons or entities as Bank shall deem advisable for the conduct of its business.

8. The obligations and liabilities hereunder shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If there is more than one guarantor of the Guaranteed Debt, the obligations of each guarantor shall be joint and several with any other guarantor. This Agreement shall be governed by the law (excluding conflict of laws rules) of the jurisdiction in which Bank's banking office is located.
9. This Guaranty contains the entire guaranty agreement between Guarantor and Bank with respect to all indebtedness arising hereunder and may be in addition to other contracts of guaranty executed by the undersigned in favor of Bank. The provisions of this Guaranty may be modified, altered or amended only by written agreement signed by Guarantor and Bank.
10. Any action, claim, counterclaim, crossclaim, proceeding, or suit arising under or in connection with this Guaranty (each such action, claim, counterclaim, crossclaim, proceeding, or suit, an "**Action**") may be brought in any federal or state court located in the city in which Bank's banking office listed herein is located. Guarantor hereby unconditionally submits to the jurisdiction of any such court with respect to each such Action and hereby waives any objection Guarantor may now or hereafter have to the venue of any such Action brought in any such court. GUARANTOR HEREBY, AND EACH HOLDER OF THE GUARANTEED DEBT OR ANY PART THEREOF, KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL IN RESPECT OF ANY ACTION, CLAIM, COUNTERCLAIM, CROSSCLAIM, PROCEEDING, OR SUIT AT ANY TIME ARISING UNDER OR IN CONNECTION WITH THIS GUARANTY.
11. Guarantor hereby authorizes any attorney-at-law on Guarantor's behalf or on behalf of Guarantor's successors or survivors: to appear in an action on this Guaranty at any time after the Guaranty becomes due in any court of record in Ohio or elsewhere; to waive the issuing and service of process and to confess judgment in favor of the holder hereof for the amount due plus interest and costs; and to release and waive all errors and appeals in the actions and judgments. No judgment against Guarantor shall be a bar to a subsequent judgment or judgments pursuant to this warrant of attorney against Guarantor.

**WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

**BOB EVANS FARMS, INC.,  
a Delaware corporation**

/s/ Laurie C. Calpin  
Witness  
Print: Laurie C. Calpin

By: /s/ Tod P. Spornhauer  
Print: Tod P. Spornhauer  
Its: Senior Vice President of Finance and Controller

/s/ Marsha W. James  
Witness  
Print: Marsha W. James