

SECURITIES AND EXCHANGE COMMISSION

FORM 10-K

Annual report pursuant to section 13 and 15(d)

Filing Date: **1995-07-28** | Period of Report: **1995-04-28**
SEC Accession No. **0000896463-95-000105**

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FILER

EVANS BOB FARMS INC

CIK: **33769** | IRS No.: **314421866** | State of Incorporation: **DE** | Fiscal Year End: **0425**
Type: **10-K** | Act: **34** | File No.: **000-01667** | Film No.: **95557061**
SIC: **5812** Eating places

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FORM 10-K

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

(Mark One)

(X) ANNUAL REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934 (FEE REQUIRED)

For the fiscal year ended April 28, 1995

OR

() TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 (NO FEE REQUIRED)

For the transition period from to

Commission File Number 0-1667

Bob Evans Farms, Inc.

(Exact name of registrant as specified in its charter)

Delaware 31-4421866
(State or other jurisdiction of (I.R.S. Employer
incorporation or organization) Identification No.)

3776 South High Street, Columbus, Ohio 43207
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: 614-491-2225

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

None

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

Common Stock with \$.01 par value
(Title of class)

This Report contains 138 pages of which this is page 1. The Index to Exhibits begins at page 54.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ()

State the aggregate market value of the voting stock held by non-affiliates of the registrant. The aggregate market value has been computed by reference to the last quoted sale price of such stock, as of June 16, 1995.

Total shares outstanding 42,373,041

Number of shares owned beneficially and/or of record by directors and executive officers* 2,285,588

Number of shares held by persons other than directors and executive officers 40,087,453

Last quoted sale price \$20.50

Market value of shares held by persons other than directors and executive officers \$821,792,786

* For purposes of this computation, all executive officers and directors are included, although not all are necessarily "affiliates."

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

42,373,041 shares of Common Stock with \$.01 par value were outstanding at June 16, 1995.

DOCUMENTS INCORPORATED BY REFERENCE

- 1. Annual Report to Stockholders for the Fiscal Year Ended April 28, 1995 (in pertinent part, as indicated) PART II.
2. Proxy Statement dated July 3, 1995 for the Annual Meeting of Stockholders to be held on August 14, 1995 (in pertinent part, as indicated) PART III.

PART I

Item 1. BUSINESS.

Bob Evans Farms, Inc. (the "Registrant") is a Delaware corporation incorporated on November 4, 1985. It is the successor by merger to Bob Evans Farms, Inc., an Ohio corporation incorporated in 1957. BEF Holding Co. Inc. is a subsidiary of the Registrant. Subsidiaries owned by BEF Holding Co. Inc. include Bob Evans Farms, Inc., an Ohio corporation; Owens Country Sausage, Inc. ("Owens"); Mrs. Giles Country Kitchens, Inc. ("Mrs. Giles"); and Hickory Specialties, Inc. ("Hickory Specialties"). The Registrant, BEF Holding Co. Inc., Bob Evans Farms, Inc., Owens, Mrs. Giles and Hickory Specialties are collectively referred to herein as the "Company."

The business of the Company is divided into two principal industry segments: the food products segment and the restaurant segment.

Food Products Segment Operations

Principal Products and Procurement Methods

The Company's traditional business in its food products segment has been the production and distribution of approximately 30 varieties of fresh, smoked and fully-cooked pork sausage and ham products under the brand names of Bob Evans Farms and Owens Country Sausage. In recent years, the Company has begun to expend more time and effort on both new product development and sales of its pork sausage and ham products to institutional and foodservice purchasers. In addition, the Company has begun to explore the expansion of the products offered in its food products segment through the acquisition of companies producing food and food related products which complement the Company's traditional sausage products. During the fiscal year ended April 30, 1993 (the "1993 fiscal year") sales of sausage products contributed 79% of total revenues; sales of products by Mrs. Giles contributed 10%; and sales of products by Hickory Specialties contributed 11%. During the fiscal year ended April 29, 1994 (the "1994 fiscal year") sales of sausage products contributed 77% of total revenues; sales of products by Mrs. Giles contributed 11%; and sales of Hickory Specialties contributed 12%. During the fiscal year ended April 28, 1995 (the "1995 fiscal year") sales of sausage products contributed 76% of total revenues; sales of products by Mrs. Giles

contributed 11%; and sales of Hickory Specialties contributed 13%.

During the last several years, the Company has expanded its product line to include convenience items for meals and snacks that are microwavable. These items include two varieties of burritos, a variety of biscuit sandwiches, a Country Lite Sausage for customers looking for products lower in fat, and Homestyle Biscuits and Gravy. During the 1995 fiscal year, the Company developed two new products, Bob Evans Farms Homestyle Chicken & Noodles with Biscuits and maple links, a maple syrup-flavored sausage product. All of these products are available throughout the Bob Evans marketing territory.

The acquisition of Mrs. Giles in September 1991, has allowed the Company to expand the products offered in its food products segment to include fresh prepared salads. The prepared salads are intended as convenience items for meals, and include deluxe macaroni salad, Italian pasta salad, homestyle potato salad, chunky chicken salad, classic cole slaw, pimento cheese spread, and smokehouse baked beans. The refrigerated deli salads manufactured by Mrs. Giles are distributed principally in the southern and southeastern markets of the United States under the brand names of Mrs. Giles and Mrs. Kinser's. In April, 1992, the Company began the introduction of Bob Evans Harvest Salads, a line of fresh, premium quality, prepared salads, and these salad products are currently being marketed in most all of the Bob Evans Farms marketing areas.

The acquisition of Hickory Specialties in March 1992, has allowed the Company to expand into food and food related products which complement its existing food products business. Hickory Specialties produces premium quality charcoal, wood smoking chips, natural smoke flavorings, gas grill ceramic briquettes and grilling systems. Brand names of such products include Nature-Glo, Old Hickory, Jack Daniels, Zesti Smoke, Wildfire, and Woodstone. This past year Hickory Specialties introduced two new products, Wildfire Gourmet Hickory Charcoal and Woodstone Gas Grill Briquettes. As a result of increased charcoal sales, a new charcoal manufacturing facility is currently under construction at Summer Shade, Kentucky. This facility is expected to be operational by October 1995. Hickory Specialties' products are marketed nationwide, and the Company is exploring various opportunities abroad, especially with respect to its liquid smoke flavorings products.

During the 1995 fiscal year, the food products segment of the Company continued to produce specialty items for its institutional and foodservice customers. These products are made to customer specifications, and include fresh sausage links and patties, sausage gravy, and biscuit sandwiches. Although this segment of the business does not command the higher pre-tax margins that branded items do, it gives the Company the opportunity to increase its volumes and profits. The Company is also marketing its prepared salad products to institutional and foodservice customers.

All of the Company's pork sausage and ham products are produced in the Company's seven processing plants located in Xenia, Bidwell, and Springfield, Ohio; Hillsdale, Michigan; Galva, Illinois; and Richardson and Fort Worth, Texas. The Springfield, Ohio plant is producing the products for sale to foodservice distributors and also serves as a distribution point for Mrs. Giles salad products and Owens Country Sausage products.

Live hogs are procured at terminal, local and country markets in Ohio, Indiana, Illinois, Iowa, North Carolina, Kansas, Michigan, Nebraska, South Dakota, Pennsylvania, Wisconsin, Minnesota, West Virginia, Missouri and Oklahoma at daily prevailing market prices. The Company does not contract in advance for the purchase of live hogs. Live hogs procured in these markets are purchased by an employee of the Company, who works with brokers and buyers on a commission basis, at auction through competitive bidding. Live hogs are then transported overnight directly from the various markets in which they were purchased to six of the Company's processing plants where they are slaughtered and

processed into various pork sausage products. These products, in turn, are shipped daily from the plant facilities for distribution to the Company's customers. The Company has experienced no difficulty in procuring live hogs for its pork sausage products and anticipates no future difficulty in that regard.

All of the Company's prepared salad products are produced at the Company's plant in Lynchburg, Virginia. Food items used in the manufacture of the Company's salad products include potatoes, cheese, eggs, macaroni and other pastas, fresh vegetables, chicken, tuna and salad dressings. These items are purchased by the Company directly from various suppliers. The Company believes that there are a number of suppliers of the items used in its salad products and that its sources of supply of these items are adequate for its needs.

The Hickory Specialties charcoal products are produced at the Company's plant in Crossville, Tennessee, and the Hickory Specialties liquid smoke flavoring products are produced at the Company's plants in Crossville, Tennessee; Greenville, Missouri; and Summer Shade, Kentucky. The principal raw materials used by the Company in the manufacture of the Hickory Specialties products are sawdust and other related wood by-products. All are available from a wide range of suppliers. The Company has experienced no difficulty in obtaining raw materials for its Hickory Specialties products and anticipates no future difficulty in that regard.

Distribution Methods

The Company principally uses the direct store delivery system (i.e., the Company's products are not warehoused, but are delivered to grocery stores as described below) for the retail distribution of the sausage, biscuit, and other products bearing the Bob Evans Farms brand name, including Bob Evans Harvest Salads. One hundred five driver-salesmen, employed by the Company and driving Company-owned refrigerated trucks, deliver the Company's products directly to more than 9,000 supermarkets and independent retail groceries. The marketing territory for Bob Evans Farms brand products as well as the Bob Evans Harvest Salads includes Ohio, Michigan, Indiana, Illinois, Delaware and the District of Columbia, as well as portions of Alabama, Iowa, Kentucky, West Virginia, Pennsylvania, New Jersey, Maryland, Virginia, New York, Tennessee, Missouri and Georgia. During the 1995 fiscal year, the Company tested an alternate distribution method for its sausage products, and as a result, Bob Evans Farms brand products are available through a distributor in the Greater New York City area on a limited basis.

Products distributed under the Owens Country Sausage brand name are distributed to retail customers in two ways:

- (1) Company-owned transport trucks deliver directly to most major supermarket chain warehouse distribution centers in the Owens marketing area. Thereafter, the products are shipped to individual retail outlets.
- (2) Thirty-one driver-salesmen, driving Company-owned refrigerated trucks, deliver products directly to supermarkets and independent retail groceries.

Owens' marketing territory includes Texas, Arkansas, Oklahoma, New Mexico, Louisiana, Arizona and portions of Mississippi and Kansas. During the 1995 fiscal year, the Company expanded the Owens' marketing territory to include Colorado and parts of Nevada. Owens Country Sausage products are available in more than 6,000 supermarkets and independent retail groceries.

Mrs. Giles salad products are distributed to more than 3,500 supermarkets and independent groceries in three ways: (1) through direct store delivery by Company employees to customers within the Bob Evans Farms marketing territory; (2) through food brokers and distributors; and (3) through direct shipment to customers. The marketing territory for Mrs. Giles salad products includes Alabama, Florida, Georgia, Kentucky, Louisiana,

Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas and Virginia.

Hickory Specialties charcoal products are distributed nationwide to retail customers, and its liquid smoke flavoring products are distributed nationally and internationally to food products manufacturers and pet food manufacturers, through brokers and distributors and through direct shipment to customers.

Inventory Levels

All of the Company's sausage products and salad products are highly perishable in nature and require proper refrigeration. Shelf life of the sausage products ranges from 18 to 45 days; of the Bob Evans Harvest Salads from 21 to 28 days; and of the Mrs. Giles salad products from 15 to 45 days. Due to the highly perishable nature and short shelf life of the Company's sausage products, the Company's processing plants normally process only enough product to fill existing orders. Due to the highly perishable nature and short shelf life of the Company's salad products, the Company's Lynchburg plant normally processes only enough product to fill existing orders. Therefore, the Company maintains minimal inventory levels of sausage products and of salad products, because such products are generally manufactured only to meet existing demand and are delivered to retail outlets within a two- or three-day period after manufacture.

Hickory Specialties products are not perishable in nature. Although such products are manufactured throughout the year, the greatest amount of production of charcoal briquettes occurs in the winter months in anticipation of the peak selling season for charcoal from April through September.

Trademarks and Service Marks

The Company maintains various trademarks and service marks that identify various Bob Evans Farms, Owens Country Sausage, Mrs. Giles and Hickory Specialties products. The principal trademarks used to identify the Mrs. Giles salad products are Mrs. Giles and Mrs. Kinser's. The principal trademarks used to identify the Hickory Specialties charcoal products are Old Hickory, Nature-Glo, Jack Daniels, Wildfire, and Woodstone, and the principal trademark used to identify the Hickory Specialties liquid smoke flavoring products is ZestiSmoke. These trademarks and service marks are renewed periodically and the Company believes that such trademarks and service marks adequately protect the brand names of the Company. The operations of the food products segment of the Company are not dependent upon any patents, licenses, franchises or concessions.

Competition and Seasonality

The sausage business is highly competitive. It is also seasonal to the extent that more pounds of fresh sausage are typically sold during the colder winter months from October through April. The Company is currently promoting products for summer outdoor grilling in an attempt to create more volume during the summer months. The Company competes primarily on the basis of the price and quality of its sausage products. The Company is in direct competition with a large number and variety of producers and wholesalers of similar products, including companies active both locally and nationally, companies engaged in a general meat packing business and companies in the same specialized field. Many of such competitors have substantially greater financial resources and higher volumes of total sales than the Company. While the Company does not possess statistics which would enable it to make an accurate statement of its percentage of total sales of sausage in each of its market areas, the Company believes that sales of its products constitute a significant portion of sales of sausage of comparable price and quality in the majority of its market areas.

The salad products business is highly competitive. It is also seasonal to the extent that more salad products are typically sold during the warmer spring and summer months from April through September. The Company competes primarily on the basis

of the price and quality of its salad products. The Company is in direct competition with a large number and variety of producers and wholesalers of similar products, including companies active both locally and nationally, companies engaged in a general deli business and companies in the same specialized field. Many of such competitors have substantially greater financial resources and higher volumes of total sales than the Company. While the Company does not possess statistics which would enable it to make an accurate statement of its percentage of total sales of salad products in each of its market areas, the Company believes that sales of its products constitute a small portion of sales of salad products of comparable price and quality in the majority of its market areas.

The charcoal business is highly competitive. The charcoal business is also seasonal to the extent that more charcoal products are typically sold during the warmer spring and summer months from April through September. The Company competes primarily on the basis of the price and quality of its charcoal products. The Company is in direct competition with a large number and variety of producers and wholesalers of similar products, including companies active both locally and nationally. Many of such competitors have substantially greater financial resources and higher volumes of total sales than the Company. While the Company does not possess statistics which would enable it to make an accurate statement of its percentage of total sales of charcoal products in each of its market areas, the Company believes that the sales of its products constitute a small portion of sales of charcoal products of comparable price and quality in the majority of its market areas.

The Company is aware of only one major competitor, Red Arrow Products Co., Inc., in its liquid smoke flavoring business. The Company believes that it produces approximately 70% of the liquid smoke flavorings produced and sold in the United States and that this competitor accounts for approximately 30% of the liquid smoke flavorings produced and sold in the United States.

Advertising

During the 1995 fiscal year, the Company spent approximately \$9,859,000 for advertising of its sausage and salad products, and approximately \$1,426,000 for advertising of its charcoal and liquid smoke flavoring products. Approximately 80% of this amount was spent on television, radio and newspaper media. The remaining 20% was spent for various promotional programs throughout the year in an attempt to maintain and gain market share for its products.

Dependence on a Single Customer

The Company's food products are sold through more than 15,000 retail grocery stores and are available through such stores to approximately 50% of the population of the continental United States. The Company's charcoal products are sold nationwide and its liquid smoke flavoring products are sold nationally and internationally. The Company is not dependent upon a single customer or group of affiliated customers.

Sales on Credit; Aged Product

The Company typically allows seven to 30 day terms on the sales of its salad and sausage products, and up to sixty days on its charcoal products. The Company has not experienced any material bad debt problems, nor has the return of aged product had a material effect on the Company.

Sources and Availability of Raw Materials

The Company is dependent upon the availability of live hogs to produce its pork sausage and ham products. However, the Company has never experienced shortages in the number of hogs available at prevailing market prices. The live hog market is highly cyclical (both in terms of the number of hogs available and the price therefor) and is dependent upon corn production, since corn is the major food supply for hogs.

Food items used in the manufacture of the Company's salad products include potatoes, cheese, eggs, macaroni and other pastas, fresh vegetables, chicken, tuna fish and salad dressings. These items are purchased by the Company directly from various suppliers. The Company believes that there are a number of suppliers of the items used in its salad products and that its sources of supply of these items are adequate for its needs.

The principal raw materials used by the Company in the manufacture of the Hickory Specialties products are sawdust and other related wood by-products. All are available from a wide range of suppliers. The Company has experienced no difficulty in obtaining raw materials for the Hickory Specialties products and anticipates no future difficulty.

Expansion of Distribution Area

New markets opened for the Company's sausage products during the 1995 fiscal year included the Greater New York City area for Bob Evans Farms products and in Colorado and parts of Nevada for Owens Country Sausage products. During fiscal year 1996, the Company plans to test market Bob Evans Farms Sausage products in parts of Wisconsin, as well as introduce a line of frozen products in the Ohio marketing territories.

The Company has no current plans for further geographic expansion of its distribution area for the Mrs. Giles salad products or the charcoal and liquid smoke flavoring products produced by Hickory Specialties in the 1996 fiscal year.

Profit Margins Related to Sausage Production

The Company's profit margins for the portion of the Company's business relating to sausage production are normally more favorable during periods of lower live hog costs. During the 1995 fiscal year, the Company experienced lower live hog costs than in the previous year, and as a result, pre-tax margins increased. The Company expects live hog costs to remain relatively stable over the next 12 months.

Restaurant Segment Operations

General

At April 28, 1995, the Company owned and operated 340 family restaurants in Ohio (125), Florida (28), Indiana (40), Michigan (30), Illinois (13), Pennsylvania (22), Kentucky (11), West Virginia (15), Missouri (10), Tennessee (4), Texas (13), Maryland (6), Virginia (10), New York (8), South Carolina (1), Iowa (1), New Jersey (1) and Delaware (2). All of the family restaurants are operated as Bob Evans Restaurants, with the exception of the 13 located in Texas, which are operated as Owens Family Restaurants, and eight Bob Evans Restaurant & General Stores, which feature a combined restaurant and gift shop concept. There is one Bob Evans Restaurant & General Store located in each of the following states: Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, Florida and Missouri. During the Company's 1995 fiscal year, 37 additional Bob Evans Restaurants were opened. Of the 37 new restaurants opened, twenty-five restaurants were the smaller version of the traditional Bob Evans Restaurants known as "small-town" Bob Evans Restaurants, designed to efficiently serve communities with smaller population bases. The "small-town" restaurants serve the regular Bob Evans menu and have seating for approximately 96 versus 200 in the newer Bob Evans Restaurants. As of April 28, 1995, the Company had a total of thirty-four "small-town" restaurants located in Ohio (20), Indiana (12), New York (1), and Delaware (1).

On May 2, 1994, four Bob Evans Restaurants were closed. Three of these restaurants, located in Tampa, Florida; Morrow, Georgia; and Chattanooga, Tennessee, were not meeting profit expectations. The fourth restaurant, located in Sterling Heights, Michigan, was acquired by the state government by eminent domain in order to make room for a new highway. On August 15, 1994, a Bob Evans

Restaurant in Mattson, Illinois, was closed because of building safety problems.

The Company has typically opened restaurants in areas where a strong consumer awareness and acceptance for its sausage products has been established over the years. It has deviated from this practice only in Florida and South Carolina, where the Company has 28 restaurants and one restaurant, respectively, but does not have sausage distribution.

All of the Company's family restaurants feature a wide variety of menu offerings designed to appeal to its customers. Breakfast entree items are featured and served all day. The restaurants are typically open from 6 a.m. until 10 p.m. Sunday through Thursday, with extended closing hours on Friday and Saturday for certain locations. Approximately 60% of total revenues from restaurant operations are generated from 6 a.m. to 4 p.m., with the balance generated from 4 p.m. to closing. Sales on Friday, Saturday and Sunday account for approximately 55% of a typical week's revenues.

During the 1995 fiscal year, the Company opened seven additional Cantina del Rio restaurants, bringing the total opened to fourteen. These restaurants are located in Ohio (7), Indiana (2), and one each in Minnesota, Florida, Virginia, Illinois and Michigan. These restaurants feature authentic southwestern foods served in a Mexican atmosphere and are open from 11 a.m. until 10 p.m. Sunday through Thursday, and from 11 a.m. until 12:30 a.m. on Friday and Saturday.

Restaurants are supplied with food and inventory items (other than sausage products, related meat items and certain salad products) by three independent food distributors twice a week. Sausage products, other related meat items and certain salad products are supplied by the Company to each restaurant by the Company's driver-salesmen, with the exception of the restaurants located in Florida and South Carolina, which are supplied by independent food distributors.

Seasonality

Revenues from restaurant operations as a percentage of total revenues have been virtually the same, quarter by quarter, during the last two fiscal years. However, certain locations, which are near major interstate highways, experience increased revenues during the summer tourist season. In addition, weather conditions occasionally affect revenues to a small extent during the winter months.

Competition

The restaurant segment is engaged in an intensely competitive business. The Company's restaurants compete directly with both local and national family restaurant and fast-food chains, as well as with individual restaurant operators, for favorable sites for expansion, as well as for customer acceptance. Sales of the restaurant segment are not a significant factor in the overall restaurant business in the Company's market areas.

Sources and Availability of Raw Materials

Menu mix in the restaurant segment is varied enough that raw materials have been readily available; however, some food products may be in short supply during certain seasons and raw material prices often fluctuate according to availability. The restaurant segment experienced a slight decrease in food costs during the Company's 1995 fiscal year, and the Company does not expect food costs to fluctuate to any significant degree during its 1996 fiscal year.

Advertising

The Company spent approximately \$21,551,000 in the restaurant segment for advertising during its 1995 fiscal year. Eighty percent of these advertising dollars was spent on television media, with the remainder being spent for radio and newspaper

advertising. In addition to the "Five Under \$5 Program" offered Monday through Friday, the Company features Breakfast Breaks, a variety of morning meals priced at \$2.99 or less. These items are designed to increase weekday breakfast business. The Company has typically not used coupons, except in certain markets where it is attempting to gain market share.

Carryout Business

Carryout business in the Company's restaurants presently accounts for only 2% to 3% of the total revenues generated in the restaurant segment. The Company's restaurants do not have a drive-through or pick-up window for carryout business.

Research and Development

The Company is continuously testing new food items in its search for new and improved menu offerings to appeal to its customer base and to satisfy changing eating trends. In September, 1994, the Company featured "Fall Favorites," which included items such as beef tips and noodles, stuffed pork chops, country Dijon chicken, apple berry topping for hotcakes, chocolate silk pie and apple cobbler, and ran through January 1995. In March, 1995, the Company introduced a "Five Under \$5" program which included chicken-n-noodles, spaghetti, Italian sausage, border scramble, and chicken tenders, and the program ran through May 1995. Research and development expenses, to date, have not been material.

Restaurant Expansion

The Company plans to build and open approximately 40 new restaurants during the 1996 fiscal year, including 14 Bob Evans and Owens Family Restaurants, twenty-five of the "small-town" Bob Evans Restaurants and one Cantina del Rio restaurant. Future restaurant expansion will depend on the availability of sites, as well as restaurant industry trends. The Company believes, however, that it can continue with its planned expansion and is actively seeking quality restaurant sites, not only in its present market area, but in new market areas as well.

Trademarks, Service Marks and Licenses

The Company maintains various trademarks and service marks in connection with its family restaurant operations. These trademarks and service marks are renewed periodically and the Company believes that such trademarks and service marks adequately protect the various products and services to which they relate. The Cantina del Rio Mexican style restaurants require liquor licenses, since this casual theme dining concept has a full service bar. The operations of the restaurant segment of the Company are not dependent upon any patents, franchises or concessions.

Employees

The Company had in its employment approximately 1,500 persons in the food products segment and 26,800 persons in the restaurant segment as of April 28, 1995.

Compliance with Environmental Protection Requirements

The Company does not anticipate that compliance with federal, state and local provisions which have been enacted or adopted regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, will have a material effect upon the capital expenditures, earnings or the competitive position of the Company.

Sales, Operating Profit and Identifiable Assets

The following table sets forth for each of the Company's last three fiscal years the amounts of revenue from intersegment sales of its food products and the amounts of revenue from sales to unaffiliated customers, operating profit and identifiable assets attributable to each of the Company's industry segments:

	FISCAL YEAR ENDED		
	April 28, 1995	April 29, 1994	April 30, 1993

Sales:			
Intersegment Sales of			
Food Products:	\$ 31,277,000	\$ 30,902,000	\$ 30,796,000
Food Products (excluding intersegment sales):	216,759,000	203,909,000	195,780,000
Restaurant Operations:	550,209,000	495,129,000	457,396,000
Operating Profit:			
Food Products:	26,726,000	19,580,000	17,219,000
Restaurant Operations:	60,135,000	56,910,000	51,248,000
Identifiable Assets:			
Food Products:	94,494,000	90,502,000	83,687,000
Restaurant Operations:	383,569,000	317,739,000	272,681,000

Item 2. PROPERTIES.

The materially important properties of the Company, in addition to those described below, consist of its executive offices located at 3776 South High Street, Columbus, Ohio, a 937-acre farm located in Rio Grande, Ohio, and a 30-acre farm located in Richardson, Texas. The two farm locations serve as visitor centers, are tourist attractions and are open to the general public.

Food Products Segment

The food products segment has seven sausage manufacturing plants: three in Ohio; two in Texas; and one each in Michigan and Illinois; one prepared salads manufacturing plant in Virginia; one charcoal manufacturing plant in Tennessee; and three manufacturing plants producing liquid smoke flavoring products (one in Missouri, one in Tennessee (which also produces charcoal products) and one in Kentucky). All of these properties are owned in fee by the Company. The Company owns regional sales offices in Westland, Michigan, and in Houston, San Antonio, Lubbock and Tyler, Texas. In addition, various other locations are rented by the Company throughout its marketing territory which serve as regional and divisional sales offices.

Restaurant Segment

Of the 354 restaurants operated by the Company, 310 are owned in fee and 44 are leased from unaffiliated persons. All lease agreements contain either multiple renewal options or options to purchase. Seven of these leased properties have terms that will expire through May 1, 2000. With respect to these seven leases, the Company has the following options: four leases contain four five-year renewal options; one lease contains six five-year renewal options; one lease has no renewal options remaining (the Company intends to negotiate a new lease agreement); and one lease has three five-year renewal options.

Item 3. LEGAL PROCEEDINGS.

Not applicable.

Item 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

Not applicable.

Executive Officers of the Registrant

The following table sets forth the executive officers of the Registrant and certain information with respect to each executive officer. Unless otherwise indicated, each person has held his or her principal occupation for more than five years. The executive officers are appointed by and serve at the pleasure of the Board of Directors.

Name, Age and Period of Service as an Officer of the Registrant; Positions and Offices with the Registrant	Principal Occupations for Past Five Years and Other Information
Daniel E. Evans, age 58; Chairman of the Board, Chief Executive Officer, Secretary and a Director of the Registrant; 39 years as an officer of the Registrant.	Chairman of the Board, Chief Executive Officer and Secretary of the Registrant. Mr. Evans is the first cousin of J. Tim Evans, a director of the Registrant.
Donald J. Radkoski, age 40, Group Vice President - Finance Group, Treasurer, and Chief Financial Officer; seven years as an officer of the Registrant.	Group Vice President - Finance Group since January 1994, Treasurer and Chief Financial Officer since May 1993, Senior Vice President from May 1993 to December 1993, Vice President of Finance and Assistant Treasurer from 1989 to May 1993, and Assistant Treasurer from 1988 to 1989, of the Registrant.
Stewart K. Owens, age 40; Executive Vice President, Chief Operating Officer and a Director of the Registrant; five years as an officer of the Registrant.	Executive Vice President and Chief Operating Officer since January 1994 and Group Vice President - Food Products Group from 1990 to December 1993, of the Registrant. President and Chief Operating Officer of Owens Country Sausage, Inc., a subsidiary of the Registrant, since 1984.
Larry C. Corbin, age 53; Senior Group Vice President - Restaurant Operations Group and a Director of the Registrant; 27 years as an officer of the Registrant.	Senior Group Vice President - Restaurant Operations Group since January 1994, Group Vice President - Business Development from 1990 to December 1993, Executive Vice President, Operations and Development, Restaurant Division, from 1988 to 1990, Senior Vice President, Operations and Development, Restaurant Division, from 1987 to 1988, and Senior Vice President, Operations, Restaurant Division, from 1974 to 1987, of the Registrant.
Roger D. Williams, age 44; Senior Group Vice President - Food Products/Marketing/Purchasing/Technical Services; 16 years as an officer of the Registrant.	Senior Group Vice President - Food Products/Marketing/Purchasing/Technical Services since January 1994, Group Vice President - Marketing & Purchasing/ Technical Services from 1990 to December 1993, Senior Vice President, Director of Marketing, Restaurant Division, from 1988 to 1990, and Vice President, Director of Marketing, Restaurant

Division, from 1980 to 1988, of the Registrant.

Howard J. Berrey, age 53; Group Vice President - Real Estate/Construction & Engineering Group; 16 years as an officer of the Registrant.

Group Vice President - Real Estate/ Construction & Engineering Group since 1990, Senior Vice President, Director of Real Estate, Restaurant Division, from 1988 to 1990, and Vice President, Director of Real Estate, Restaurant Division, from 1978 to 1988, of the Registrant.

James B. Radebaugh, age 47; Group Vice President - Administration & Human Resources Group of the Registrant; five years as an officer of the Registrant.

Group Vice President - Administration & Human Resources Group since January 1994, Group Vice President - Corporate Development from August 1990 to December 1993, and Vice President from April 1990 to August 1990, of the Registrant.

Joseph B. Crace, age 40; Group Vice President - Specialty Products & Business Development Group of the Registrant; three years as an officer of the Registrant.

Group Vice President- Specialty Products & Business Development Group since January 1994, and Vice President from April 1992 to December 1993, of the Registrant. President since 1989, and Vice President from 1978 to 1986, of Hickory Specialties, Inc., a subsidiary of the Registrant.

Mary L. Cusick, age 39; Vice President - Corporate Communications since 1990; five years as an officer of the Registrant.

Vice President - Corporate Communications since 1990, Director of Corporate Communications from 1981 to 1990, and assistant director of public relations since 1978, of the Registrant.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.

In accordance with General Instruction G(2), the information contained under the subcaption "Stock Price Ranges and Dividends," at page 10 of Registrant's Annual Report to Stockholders for the fiscal year ended April 28, 1995, is incorporated herein by reference.

Item 6. SELECTED FINANCIAL DATA.

In accordance with General Instruction G(2), the information for the years 1986 through 1995 contained under the subcaption "Comparative Highlights for Ten Years," at page 10 of the Registrant's Annual Report to Stockholders for the fiscal year ended April 28, 1995, is incorporated herein by reference.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION.

In accordance with General Instruction G(2), the information contained under the caption "Management's Discussion and Analysis of Selected Financial Information," at pages 20 and 21 of the Registrant's Annual Report to Stockholders for the fiscal year ended April 28, 1995, is incorporated herein by reference.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

The financial statements included on pages 12 through 19 and the Auditor's report thereon included on Page 22 of the Registrant's Annual Report to Stockholders for the fiscal year ended April 28, 1995, are incorporated herein by reference.

The "Quarterly Financial Data" included in Note G of the Notes to Consolidated Financial Statements on page 18 of the Registrant's Annual Report to Stockholders for the fiscal year ended April 28, 1995, is also incorporated herein by reference.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

Not applicable.

PART III

Item 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT.

In accordance with General Instruction G(3), the information contained under the caption "ELECTION OF DIRECTORS" in the Registrant's definitive Proxy Statement dated July 3, 1995, filed with the Securities and Exchange Commission pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, is incorporated herein by reference. The information regarding executive officers required by Item 401 of Regulation S-K is included in Part I hereof under the caption "Executive Officers of the Registrant." The Registrant is not required to make any disclosure pursuant to Item 405 of Regulation S-K.

Item 11. EXECUTIVE COMPENSATION.

In accordance with General Instruction G(3), the information contained under the captions "COMPENSATION OF EXECUTIVE OFFICERS AND DIRECTORS" and "COMPENSATION COMMITTEE, STOCK OPTION COMMITTEE AND COMPENSATION/STOCK OPTION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION" in the Registrant's Proxy Statement dated July 3, 1995, filed with the Securities and Exchange Commission pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, is incorporated herein by reference. Neither the report of the Compensation Committee, the Stock Option Committee, and the Compensation/Stock Option Committee of the Registrant's Board of Directors on executive compensation nor the performance graph included in the Registrant's Proxy Statement dated July 3, 1995, shall be deemed to be incorporated herein by reference.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.

In accordance with General Instruction G(3), the information contained under the caption "VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF" in the Registrant's definitive Proxy Statement dated July 3, 1995, filed with the Securities and Exchange Commission pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, is incorporated herein by reference.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

In accordance with General Instruction G(3), the information contained under the caption "ELECTION OF DIRECTORS" in the Registrant's definitive Proxy Statement dated July 3, 1995, filed with the Securities and Exchange Commission pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, is incorporated herein by reference.

PART IV

Item 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K.

(a) Documents Filed as Part of this Report

1 & 2 Financial Statements and Financial Statement Schedules:

The response to this portion of Item 14 is submitted as a separate section of this report.

3 Exhibits:

Exhibits filed with this Annual Report on Form 10-K are attached hereto. For a list of such exhibits, see "Index to Exhibits" at page 54. The following table provides certain information concerning executive compensation plans and arrangements required to be filed as exhibits to this Annual Report on Form 10-K.

Executive Compensation Plans and Arrangements

Exhibit No.	Description	Location
10(a)	Restated Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan (effective January 1, 1994, except as otherwise provided	Page 58
10(b)	Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan Summary Plan Description	Incorporated herein by reference to Exhibit 4(e) to the Registrant's Pre-Effective Amendment No. 1 to Form S-8 Registration Statement, filed April 27, 1990 (Registration No. 33-34149)
10(c)	Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan Trust (effective May 1, 1990)	Incorporated herein by reference to Exhibit 4(f) to the Registrant's Pre-Effective Amendment No. 1 to Form S-8 Registration Statement, filed April 27, 1990 (Registration No. 33-34149)
10(d)	Bob Evans Farms, Inc. 1985 Incentive Stock Option Plan	Incorporated herein by reference to Exhibit 4(c) to the Registrant's Registration Statement on Form S-8, filed September 12, 1985 (Registration No. 33-242)
10(e)	Bob Evans Farms, Inc. 1987 Incentive Stock Option Plan	Incorporated herein by reference to Exhibit 4(a) to the Registrant's Registration Statement on Form S-8, filed October 19, 1987 (Registration No. 33-17978)
10(f)	Agreement, dated February 24, 1989, between Daniel E. Evans and Bob Evans Farms,	Incorporated herein by reference to Exhibit 10(g)

Inc.; and Schedule A to Exhibit 10(h) identifying other substantially identical Agreements between Bob Evans Farms, Inc. and certain of the executive officers of Bob Evans Farms, Inc.

to the Registrant's Annual Report on Form 10-K for the fiscal year ended April 28, 1989 (File No. 0-1667); and to Exhibit 10(h) to the Registrant's Annual Report on Form 10-K for the fiscal year ended April 29, 1994 (File No. 0-1667)

- 10(g) Bob Evans Farms, Inc. 1989 Stock Option Plan for Nonemployee Directors Incorporated herein by reference to Exhibit 4(d) to the Registrant's Registration Statement on Form S-8, filed August 23, 1989 (Registration No. 33-30665)
- 10(h) Bob Evans Farms, Inc. 1991 Incentive Stock Option Plan Incorporated herein by reference to Exhibit 4(d) to the Registrant's Registration Statement on Form S-8, filed September 13, 1991 (Registration No. 33-42778)
- 10(i) Bob Evans Farms, Inc. Supplemental Executive Retirement Plan Incorporated herein by reference to Exhibit 10(i) to the Registrant's Annual Report on Form 10-K for the fiscal year ended April 24, 1992 (File No. 0-1667)
- 10(j) Bob Evans Farms, Inc. Nonqualified Stock Option Plan Incorporated herein by reference to Exhibit 10(j) to the Registrant's Annual Report on Form 10-K for the fiscal year ended April 24, 1992 (File No. 0-1667)
- 10(k) Bob Evans Farms, Inc. Long Term Incentive Plan for Managers Incorporated herein by reference to Exhibit 10(k) to the Registrant's

Annual Report on
Form 10-K for the
fiscal year ended
April 30, 1993
(File No. 0-1667)

10(1) Bob Evans Farms, Inc.
1994 Long Term Incentive
Plan

Incorporated
herein by
reference to
Exhibit 10(n)
to the
Registrant's
Annual
Report on Form
10-K for
the fiscal year
ended
April 29, 1994
(File No. 0-1667)

(b) Reports on Form 8-K

There were no Current Reports on Form 8-K filed during the
fiscal quarter ended April 28, 1995.

(c) Exhibits

See Item 14(a) (3) above.

(d) Financial Statement Schedules

The response to this portion of Item 14 is submitted as a
separate section of this Report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the
Securities Exchange Act of 1934, the registrant has duly caused
this report to be signed on its behalf by the undersigned,
thereunto duly authorized.

Bob Evans Farms, Inc.

July 21, 1995

By: /s/Donald J. Radkoski
Donald J. Radkoski
Group Vice President-Finance Group
and Treasurer (Chief
Financial Officer & Chief
Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of
1934, this report has been signed below by the following persons
on behalf of the Registrant and in the capacities and on the
dates indicated.

Signature	Title	Date
/s/ Daniel E. Evans Daniel E. Evans	Chairman of the Board, Chief Executive Officer and Secretary	July 21, 1995
/s/ Larry C. Corbin Larry C. Corbin	Director	July 21, 1995
	Director	July 21, 1995

/s/ J. Tim Evans
J. Tim Evans

Director July 21, 1995

/s/ Daniel A. Fronk
Daniel A. Fronk

Director July 21, 1995

/s/ Cheryl L. Krueger
Cheryl L. Krueger

Director July 21, 1995

/s/ G. Robert Lucas II
G. Robert Lucas II

Director July 21, 1995

/s/ Stewart K. Owens
Stewart K. Owens

Director July 21, 1995

/s/ Robert E. H. Rabold
Robert E. H. Rabold

Director July 21, 1995

/s/ Robert S. Wood
Robert S. Wood

Group Vice President- July 21, 1995
Finance Group and Treasurer
(Chief Financial Officer
& Chief Accounting Officer)

/s/ Donald J. Radkoski
Donald J. Radkoski

ANNUAL REPORT ON FORM 10-K

ITEM 14(a)(1) and (2) and ITEM 14(d)

LIST OF FINANCIAL STATEMENTS AND FINANCIAL STATEMENT SCHEDULES

FINANCIAL STATEMENT SCHEDULES

FISCAL YEAR ENDED APRIL 28, 1995

BOB EVANS FARMS, INC.

COLUMBUS, OHIO

FORM 10-K -- ITEMS 14(a)(1) and (2) and 14(d)

BOB EVANS FARMS, INC.

LIST OF FINANCIAL STATEMENTS AND FINANCIAL STATEMENT SCHEDULES

The following consolidated financial statements of Bob Evans Farms, Inc. and subsidiaries, included in the Annual Report of the Registrant to its stockholders for the fiscal year ended April 28, 1995, are incorporated by reference in Item 8.

Balance Sheets -- April 28, 1995 and April 29, 1994

Statements of Income -- Years ended April 28, 1995,

April 29, 1994 and April 30, 1993

Statements of Stockholders' Equity -- Years
ended April 28, 1995, April 29, 1994 and April 30, 1993

Statements of Cash Flows -- Years ended April 28, 1995,
April 29, 1994 and April 30, 1993

Notes to Financial Statements -- April 28, 1995

All schedules for which provision is made in the
applicable accounting regulation of the Securities and Exchange
Commission are not required under the related instructions or are
inapplicable and, therefore, have been omitted.

Consolidated Financial Review
Bob Evans Farms, Inc. and Subsidiaries

<TABLE>

Comparative Highlights for Ten Years

<CAPTION>

Year	Total Assets	Long-Term Debt	Net Sales	Income Before Income Taxes	Income Taxes	Income Before Extraordinary Gain	Income Per Share Before Extraordinary Gain	Cash Dividends Per Share
<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
1995	\$488,101,000	\$2,250,000	\$766,968,000	\$86,869,000	\$33,359,000	\$53,510,000	\$1.27	\$.29
1994	413,875,000	-	699,038,000	76,514,000	28,332,000	48,182,000	1.15	.27
1993	363,075,000	-	653,176,000	68,540,000	25,478,000	43,062,000	1.03	.25
1992	325,538,000	1,200,000	556,304,000	62,409,000	23,080,000	39,329,000	.94	.21
1991	287,254,000	1,600,000	501,305,000	53,882,000	20,247,000	33,635,000	.81	.20
1990	260,643,000	2,000,000	454,339,000	44,046,000	16,301,000	27,745,000	.65	.19
1989	244,198,000	2,400,000	419,529,000	48,754,000	18,091,000	30,663,000	.71	.17
1988	219,448,000	2,800,000	395,061,000	48,343,000	19,014,000	29,329,000	.68	.17
1987	193,098,000	3,200,000	327,160,000	41,226,000	19,756,000	21,470,000	.52	.15
1986	149,493,000	-	262,682,000	36,608,000	16,033,000	20,575,000	.50	.12

</TABLE>

Stock Price Ranges and Dividends

The common stock of the company is traded on the NASDAQ National Market System and is identified by the symbol BOBE. The approximate number of record holders of the company's common stock at May 26, 1995, was 29,479. The high and low closing bid quotations for the company's common stock, as reported on NASDAQ, and cash dividends paid thereon for each fiscal quarter (13 weeks) of the company's past two fiscal years have been as follows:

Fiscal Year	High	Low	Cash Dividends Per Share
1995			
1st Quarter	\$22	\$20 3/8	\$.0725
2nd Quarter	21 5/8	19 5/8	.0725
3rd Quarter	22 3/16	19 1/2	.0725
4th Quarter	21 1/2	19 7/8	.0725
1994			
1st Quarter	\$19	\$16 7/8	\$.0675
2nd Quarter	19 1/8	17 7/8	.0675
3rd Quarter	22 1/2	18 1/2	.0675
4th Quarter	23 1/4	19 7/8	.0675

Consolidated Balance Sheets
Bob Evans Farms, Inc. and Subsidiaries

Assets	April 28, 1995	April 29, 1994
Current Assets		
Cash and equivalents	\$ 10,451,000	\$ 8,098,000
Trade accounts receivable	15,570,000	15,445,000
Inventories	17,256,000	15,799,000
Deferred income taxes	6,162,000	4,585,000
Prepaid expenses	2,936,000	3,514,000
Total Current Assets	52,375,000	47,441,000
Property, Plant and Equipment, at cost		
Buildings	288,260,000	240,394,000
Machinery and equipment	146,255,000	124,759,000
Other	19,572,000	17,556,000
	454,087,000	382,709,000
Less accumulated depreciation	177,542,000	160,061,000
	276,545,000	222,648,000
Land	133,135,000	116,225,000
Construction in progress	7,168,000	10,897,000
Net Property, Plant and Equipment	416,848,000	349,770,000
Other Assets		
Deposits and other	2,243,000	2,002,000
Long-term investments	2,303,000	-
Deferred income taxes	1,573,000	1,049,000
Cost in excess of net assets acquired	11,016,000	11,555,000
Other intangible assets	1,743,000	2,058,000
Total Other Assets	18,878,000	16,664,000
	\$488,101,000	\$413,875,000

Liabilities and Stockholders' Equity

Current Liabilities		
Line of credit	\$ 25,600,000	\$ 9,500,000
Accounts payable	7,325,000	1,532,000
Dividends payable	3,068,000	2,839,000
Federal and state income taxes	4,633,000	6,231,000
Accrued wages and related liabilities	13,691,000	10,546,000
Other accrued expenses	31,253,000	28,904,000
Total Current Liabilities	85,570,000	59,552,000
Long-Term Liabilities		
Deferred income taxes	6,409,000	5,495,000
Notes payable (net of discount of \$600,000)	2,250,000	-
Total Long-Term Liabilities	8,659,000	5,495,000
Stockholders' Equity		
Common stock, \$.01 par value		
Authorized 100,000,000 shares;		
issued 42,638,118 shares		
in 1995 and 1994	426,000	426,000
Capital in excess of par value	144,741,000	144,782,000
Retained earnings	252,961,000	211,294,000
	398,128,000	356,502,000
Less treasury stock: 309,620 shares		
in 1995 and 575,890 shares		
in 1994, at cost	4,256,000	7,674,000
Total Stockholders' Equity	393,872,000	348,828,000
	\$488,101,000	\$413,875,000

<TABLE>

Consolidated Statements of Income Bob Evans Farms, Inc. and Subsidiaries

<CAPTION>

Years Ended April 28, 1995, April 29, 1994, and April 30, 1993	1995	1994	1993
<S>	<C>	<C>	<C>
Net sales	\$766,968,000	\$699,038,000	\$653,176,000
Cost of sales	229,256,000	221,558,000	207,106,000
Operating wage and fringe			

benefit expenses	225,280,000	201,606,000	189,150,000
Other operating expenses	101,703,000	91,287,000	84,106,000
Selling, general and administrative expenses	98,048,000	85,015,000	83,594,000
Depreciation expense	25,820,000	23,082,000	20,753,000
Operating Profit	86,861,000	76,490,000	68,467,000
Net interest	8,000	24,000	73,000
Income Before Income Taxes	86,869,000	76,514,000	68,540,000
Provisions for income taxes			
Federal	27,316,000	23,060,000	20,862,000
State	6,043,000	5,272,000	4,616,000
	33,359,000	28,332,000	25,478,000
Net Income	\$ 53,510,000	\$ 48,182,000	\$43,062,000
Net income per share	\$1.27	\$1.15	\$1.03

</TABLE>

<TABLE>

Consolidated Statements
of Stockholders' Equity
Bob Evans Farms, Inc. and Subsidiaries

Years Ended April 28, 1995, April 29, 1994,
and April 30, 1993

<CAPTION>

	Common Shares	Stock Par Value	Capital in Excess of Par Value	Retained Earnings	Treasury Stock	Total Stockholders' Equity
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balances at 4/24/92	42,638,118	\$426,000	\$143,027,000	\$141,277,000	\$(10,583,000)	\$274,147,000
Net income				43,062,000		43,062,000
Dividends declared of \$.25 per share				(10,367,000)		(10,367,000)
Purchase of treasury stock					(535,000)	(535,000)
Tax benefit from disqualified disposition of stock options exercised				197,000		197,000
Compensation expense attributable to stock options granted			1,382,000			1,382,000
Distribution of treasury stock due to exercise of stock options and payment of employee bonuses			(70,000)		1,484,000	1,414,000
Balances at 4/30/93	42,638,118	426,000	144,339,000	174,169,000	(9,634,000)	309,300,000
Net income				48,182,000		48,182,000
Dividends declared of \$.27 per share				(11,351,000)		(11,351,000)
Purchase of treasury stock					(116,000)	(116,000)
Tax benefit from disqualified disposition of stock options exercised				294,000		294,000
Compensation expense attributable to stock options granted			500,000			500,000
Distribution of treasury stock due to exercise of stock options and payment of employee bonuses			(57,000)		2,076,000	2,019,000
Balances at 4/29/94	42,638,118	426,000	144,782,000	211,294,000	(7,674,000)	348,828,000
Net income				53,510,000		53,510,000

Dividends declared of \$.29 per share				(12,245,000)		(12,245,000)
Tax benefit from disqualified disposition of stock options exercised				402,000		402,000
Compensation expense attributable to stock options granted			706,000			706,000
Compensation expense attributable to stock awards			(203,000)		525,000	322,000
Distribution of treasury stock due to exercise of stock options and payment of employee bonuses			(544,000)		2,893,000	2,349,000
Balances at 4/28/95	42,638,118	\$426,000	\$144,741,000	\$252,961,000	\$(4,256,000)	\$393,872,000

See Notes to Consolidated Financial Statements

</TABLE>

<TABLE>

Consolidated Statements
of Cash Flows
Bob Evans Farms, Inc. and Subsidiaries

<CAPTION>

Years Ended April 28, 1995,
April 29, 1994, and April 30, 1993

	1995	1994	1993
<S>	<C>	<C>	<C>
Operating Activities:			
Net income	\$53,510,000	\$48,182,000	\$43,062,000
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	26,674,000	23,937,000	21,632,000
Deferred income taxes	(1,187,000)	(2,061,000)	(3,471,000)
Loss (gain) on sale of property and equipment	(115,000)	(85,000)	191,000
Compensation expense attributable to stock plans	1,080,000	822,000	1,382,000
Cash provided by (used for) current assets and current liabilities:			
Accounts receivable	(125,000)	(2,900,000)	436,000
Inventories	(1,457,000)	(985,000)	(73,000)
Prepaid expenses	578,000	(143,000)	(179,000)
Accounts payable	5,793,000	2,670,000	(2,436,000)
Federal and state income taxes	(1,196,000)	(1,143,000)	505,000
Accrued wages and related liabilities	3,093,000	345,000	4,000
Other accrued expenses	2,349,000	838,000	4,330,000
Net cash provided by operating activities	88,997,000	69,477,000	65,383,000
Investing Activities:			
Investment in Greenriver Charcoal, Inc.	-	-	(3,046,000)
Purchase of property, plant and equipment	(94,766,000)	(72,910,000)	(52,115,000)
Net proceeds from sale of short-term investments	-	1,947,000	7,217,000
Purchase of long-term investments	(2,303,000)	-	-
Proceeds from sale of property, plant and equipment	1,983,000	909,000	513,000
Other	(241,000)	161,000	(380,000)
Net cash used in investing activities	(95,327,000)	(69,893,000)	(47,811,000)
Financing Activities:			
Cash dividends paid	(12,016,000)	(11,130,000)	(10,049,000)
Purchase of treasury stock	-	(116,000)	(535,000)

Draws on line of credit	16,100,000	9,500,000	-
Proceeds from issuance of note payable	2,250,000	-	-
Payments on long-term debt	-	-	(1,600,000)
Distribution of treasury stock due to the exercise of stock options and employee bonuses	2,349,000	2,019,000	1,414,000
Net cash provided by (used in) financing activities	8,683,000	273,000	(10,770,000)
Increase (decrease) in cash and equivalents	2,353,000	(143,000)	6,802,000
Cash and equivalents at the beginning of the year	8,098,000	8,241,000	1,439,000
Cash and equivalents at the end of the year	\$ 10,451,000	\$ 8,098,000	\$ 8,241,000

See Notes to Consolidated Financial Statements

</TABLE>

Notes to Consolidated
Financial Statements

Bob Evans Farms, Inc. and Subsidiaries April 28, 1995

Note A -- Summary of Significant Accounting Policies

Principles of Consolidation: The consolidated financial statements include the accounts of the company and its wholly-owned subsidiaries. Intercompany accounts and transactions have been eliminated.

Fiscal Year: The company's fiscal year ends on the last Friday in April. References herein to 1995, 1994, and 1993 refer to fiscal years ended April 28, 1995; April 29, 1994; and April 30, 1993, respectively. Fiscal 1993 was comprised of 53 weeks as compared to 1995 and 1994, which were both 52-week periods.

Cash and Equivalents: Cash and equivalents includes cash on hand and deposits at financial institutions with maturities of less than three months.

Investments: The company records investments at cost, which approximates market.

Inventories: The company values inventories at the lower of first-in, first-out cost or market. Inventory is composed of raw materials and supplies (\$11,880,000 in 1995, \$10,530,000 in 1994) and finished goods (\$5,376,000 in 1995, \$5,269,000 in 1994).

Property, Plant and Equipment: The company calculates depreciation on the straight-line and declining-balance methods at rates adequate to amortize costs over the estimated useful lives of buildings (15 to 25 years), machinery and equipment (3 to 10 years), and other (5 to 25 years). The straight-line depreciation method was adopted for all property placed in service on or after April 30, 1994. Depreciation on property placed in service prior to April 30, 1994, continues to be calculated principally on accelerated methods. The company believes the new method will more accurately reflect its financial results by better matching costs of new property over the useful lives of the assets. In addition, the new method more closely conforms with that prevalent in the industry. The effect of the change on net income per share for the year ended April 28, 1995, was de minimis.

Cost in Excess of Net Assets Acquired: The cost in excess of net assets acquired (goodwill) is being amortized over 25 years using the straight-line method. The company uses the cash flow method to assess the recoverability of goodwill. Accumulated amortization at April 28, 1995, and April 29, 1994, was \$2,459,000 and \$1,920,000, respectively.

Pre-opening Expenses: Expenditures related to the opening of new restaurants, other than those for capital assets, are charged to expense when incurred.

Cost of Sales: Cost of sales represents food cost in the restaurant segment and cost of materials in the food products segment.

Net Income Per Share: The company calculates net income per share based upon the weighted average number of common shares outstanding during the year. Weighted average number of common shares outstanding for 1995, 1994 and 1993, were 42,179,000; 42,006,000; and 41,872,000 respectively. Outstanding stock options do not have a material dilutive effect.

Reclassifications: Certain 1994 and 1993 amounts have been reclassified to conform with the 1995 classification.

Notes to Consolidated
Financial Statements
Bob Evans Farms, Inc. and Subsidiaries April 28, 1995

Note B -- Income Taxes

Deferred income taxes reflect the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the company's deferred tax liability and assets as of April 28, 1995, and April 29, 1994, are as follows:

	April 28, 1995	April 29, 1994
Deferred tax liability:		
Accelerated depreciation	\$6,409,000	\$5,495,000
Deferred tax assets:		
Self-insurance	4,303,000	2,844,000
Other taxes	605,000	1,144,000
Vacation pay	913,000	680,000
Stock compensation plans	1,281,000	815,000
Accrued bonus	244,000	-
Inventory and other	389,000	151,000
Total deferred tax assets	7,735,000	5,634,000
Net deferred tax asset	\$(1,326,000)	\$ (139,000)

Significant components of the provisions for income taxes are as follows:

	1995	1994	1993
Current:			
Federal	\$29,563,000	\$25,438,000	\$24,386,000
State	6,484,000	5,462,000	4,320,000
Total Current	36,047,000	30,900,000	28,706,000
Deferred:			
Federal	(2,247,000)	(2,378,000)	(3,524,000)
State	(441,000)	(190,000)	296,000
Total Deferred	(2,688,000)	(2,568,000)	(3,228,000)
	\$33,359,000	\$28,332,000	\$25,478,000

Notes to Consolidated
Financial Statements
Bob Evans Farms, Inc. and Subsidiaries April 28, 1995

The company's provisions for income taxes differ from the amounts computed by applying the federal statutory rate due to the following:

	1995	1994	1993
Tax at statutory rate	\$30,404,000	\$26,780,000	\$23,304,000
State income tax (net)	3,928,000	3,427,000	3,047,000
Other	(973,000)	(1,875,000)	(873,000)
Provisions for income taxes	\$33,359,000	\$28,332,000	\$25,478,000

Taxes paid during 1995; 1994 and 1993 were \$36,647,000; \$31,643,000 and \$28,595,000, respectively.

Note C -- Credit Arrangements

The company has arrangements with certain banks from which it may borrow up to \$63,000,000 on a short-term basis. The arrangements are reviewed annually for renewal. At April 28, 1995, \$25,600,000 was outstanding under these arrangements. During 1995 and 1994, respectively, the maximum amounts outstanding under these arrangements

were \$25,600,000 and \$9,500,000 and the average amounts outstanding were \$10,857,000 and \$1,506,000 with weighted average interest rates of 5.95% and 5.15%.

Total interest expense of \$569,000; \$78,000, and \$85,000 incurred in 1995; 1994 and 1993, respectively, was capitalized in connection with the company's restaurant construction activities.

Note D -- Stockholders' Equity

The company has employee stock option plans adopted in 1985; 1987; 1991 and 1994; a non-employee directors stock option plan adopted in 1989; and a nonqualified stock option plan adopted in 1992, in conjunction with a supplemental executive retirement plan. The 1992 plan provides that the option price shall be not less than 50% of the fair market value of the stock at the date of grant; all other plans provide that the option price shall be the fair market value of the stock at the grant date. Options may be granted for a period of up to 10 years under the 1985; 1987; 1991 and 1994 plans, and until all available shares reserved have been issued or until the board determines that the plan shall terminate under the 1989 and 1992 plans. Except for the 1992 plan under which options become exercisable after a certain waiting period, options granted under the plans become exercisable at the rate of 20% per year beginning at the date of grant. The 1994 plan also provides for the granting of performance share awards in the form of common shares if certain performance objectives are met. As of April 28, 1995, options for 1,447,010 shares were outstanding, and options for 626,274 shares were exercisable at prices ranging from \$8.63 to \$21.25 per share.

During 1995; 1994 and 1993, options of 226,749; 151,726 and 101,528 shares, respectively, were exercised at prices ranging from \$8.63 to \$20.19 per share. At April 28, 1995, 3,137,687 shares were reserved for issuance under the plans.

Notes to Consolidated Financial Statements

Bob Evans Farms, Inc. and Subsidiaries April 28, 1995

The company's supplemental executive retirement plan (SERP) provides retirement benefits to certain key management employees of the company and its subsidiaries. The purpose of the 1992 nonqualified stock option plan discussed earlier is to fund benefit obligations of the company that arise under the SERP. To the extent that benefits under the SERP are satisfied by grants of stock options under the nonqualified plan, the plan will operate as an incentive plan that produces both risk and reward to participants based on future growth in the market value of the company's common stock. Since the company intends to fund its obligations under the SERP on a current basis by granting stock options under the nonqualified plan, the company anticipates that no long-term unfunded pension obligations will arise under the SERP. Compensation expense attributable to stock options granted in 1995 and 1994 pursuant to the 1992 plan was \$706,000 and \$500,000, respectively.

The company's long term incentive plan (LTIP) for managers, an unfunded plan, provides for the award of up to an aggregate of 500,000 shares of the company's common stock to mid-level managers as incentive compensation to attain growth in the net income of the company as well as to help attract and retain management personnel. Shares awarded are restricted until certain vesting requirements are met, at which time all restricted shares are converted to unrestricted shares. LTIP participants are entitled to cash dividends and to vote their respective shares. Restrictions generally limit the sale, pledge or transfer of the shares during a restricted period, not to exceed 12 years. In 1995, 40,286 shares were awarded as part of the LTIP. Compensation expense attributable to the LTIP was \$374,000 and \$322,000 in 1995 and 1994, respectively.

Note E -- Profit Sharing Plan

The company has a profit sharing plan which covers substantially all employees with at least one year of service. The annual contribution to the plan is at the discretion of the company's board of directors. The company's expenses related to contributions to the plan in 1995; 1994 and 1993 were \$3,412,000; \$3,104,000 and \$2,484,000, respectively.

Note F -- Commitments and Contingencies

At April 28, 1995, the company had contractual commitments approximating \$15,946,000 for restaurant construction, plant equipment additions and the purchases of land and inventory.

The company is from time to time involved in a number of claims and litigation considered normal in the course of business. Various lawsuits and assessments, among them employment discrimination, product liability, workers' compensation claims and tax assessments, are in litigation or pending litigation. While it is not feasible to predict the outcome of these actions, in the opinion of the company, these actions should not ultimately have a material adverse effect on the financial position or results of operations of the company.

Notes to Consolidated
Financial Statements

Bob Evans Farms, Inc. and Subsidiaries April 28, 1995

Note G -- Quarterly Financial Data (Unaudited)

	Sales	Gross Profit	Net Income	Net Income Per Share
Fiscal Year 1995				
First Quarter	\$197,939,000	\$135,060,000	\$13,183,000	\$.31
Second Quarter	194,403,000	137,036,000	14,163,000	.34
Third Quarter	185,587,000	133,262,000	13,904,000	.33
Fourth Quarter	189,039,000	132,354,000	12,260,000	.29
Fiscal Year 1994				
First Quarter	\$178,431,000	\$121,246,000	\$11,815,000	\$.28
Second Quarter	177,038,000	121,386,000	12,409,000	.30
Third Quarter	166,625,000	115,253,000	12,204,000	.29
Fourth Quarter	176,944,000	119,595,000	11,754,000	.28
Fiscal Year 1993				
First Quarter	\$159,410,000	\$109,977,000	\$10,411,000	\$.25
Second Quarter	163,694,000	112,856,000	11,006,000	.26
Third Quarter	169,543,000	115,366,000	11,443,000	.27
Fourth Quarter	160,529,000	107,871,000	10,202,000	.25

Note: gross profit represents net sales less cost of sales (materials)

Notes to Consolidated
Financial Statements

Bob Evans Farms, Inc. and Subsidiaries April 28, 1995

Note H -- Industry Segments

The company's operations include restaurant operations and the processing and sale of food and related products. The revenue from these segments includes both sales to unaffiliated customers and intersegment sales, which are accounted for on a basis consistent with sales to unaffiliated customers. Intersegment sales and other intersegment transactions have been eliminated in the financial statements.

Operating profit represents earnings before interest and income taxes. Identifiable assets by segment are those assets that are used in the company's operations in each segment. General corporate assets consist of investments and deferred income taxes.

Information on the company's industry segments is summarized as follows:

	1995	1994	1993
Sales			

Restaurant operations	\$550,209,000	\$495,129,000	\$457,396,000
Food products	248,036,000	234,811,000	226,576,000
	798,245,000	729,940,000	683,972,000
Intersegment sales of food products	(31,277,000)	(30,902,000)	(30,796,000)
Total	\$766,968,000	\$699,038,000	\$653,176,000
Operating Profit			
Restaurant operations	\$ 60,135,000	\$ 56,910,000	\$ 51,248,000
Food products	26,726,000	19,580,000	17,219,000
Total	\$ 86,861,000	\$ 76,490,000	\$ 68,467,000
Depreciation and Amortization Expense			
Restaurant operations	\$ 18,732,000	\$ 16,216,000	\$ 14,398,000
Food products	7,942,000	7,721,000	7,234,000
Total	\$ 26,674,000	\$ 23,937,000	\$ 21,632,000
Capital Expenditures			
Restaurant operations	\$ 81,772,000	\$ 62,576,000	\$ 43,227,000
Food products	12,994,000	10,334,000	8,888,000
Total	\$ 94,766,000	\$ 72,910,000	\$ 52,115,000
Identifiable Assets			
Restaurant operations	\$383,569,000	\$317,739,000	\$272,681,000
Food products	94,494,000	90,502,000	83,687,000
	478,063,000	408,241,000	356,368,000
General corporate assets	10,038,000	5,634,000	6,707,000
Total	\$488,101,000	\$413,875,000	\$363,075,000

Auditor's Report

Bob Evans Farms, Inc. and Subsidiaries

Report of Ernst & Young LLP, Independent Auditors

Board of Directors

Bob Evans Farms, Inc.

Columbus, Ohio

We have audited the accompanying consolidated balance sheets of Bob Evans Farms, Inc. and subsidiaries as of April 28, 1995, and April 29, 1994, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended April 28, 1995. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Bob Evans Farms, Inc. and subsidiaries at April 28, 1995, and April 29, 1994, and the consolidated results of their operations and their cash flows for each of the three years in the period ended April 28, 1995, in conformity with generally accepted accounting principles.

As discussed in note A to the financial statements, in fiscal 1995 the company changed its method for accounting for depreciation.

Columbus, Ohio

May 24, 1995

Management's Discussion and Analysis

Sales

Total sales for Bob Evans Farms, Inc. and subsidiaries increased 10% in 1995 over 1994. This compares with a 7% increase in 1994 over 1993. Fiscal years 1995 and 1994 were comprised of 52 weeks whereas in 1993 there were 53 weeks.

Restaurant segment sales accounted for 72% of total sales in 1995 compared with 71% of total sales in 1994. Sales increased 11% in 1995 over 1994 as compared to 8% in 1994 over 1993. Most of these increases were due to more restaurants in operation. The company opened 44 restaurants during 1995 that included: 12 traditional Bob Evans Restaurants, 25 Bob Evans "small-town" Restaurants and seven Cantina del Rios. This compares with 23 restaurants opened during 1994 consisting of 11 traditional Bob Evans Restaurants, eight Bob Evans "small-town" Restaurants and four Cantina del Rios. The total number of restaurants in operation at the end of the year was 354, compared to 315 a year ago. Also affecting sales were increases in same-store sales of traditional Bob Evans Restaurants (restaurants opened for 12 full months in 1995 and 1994) of 3.4% in 1995 and 3.0% in 1994.

A variety of new menu items were added in 1995 to help keep the company's menu fresh and give customers an opportunity to try something new. A number of programs were initiated from time to time such as "weekday breakfast breaks" and "daily dinner specials." No one single menu item or program had a material impact on sales although the company believes without the combination of these additional menu items and programs, same-store sales increases would have been less than reported. For 1995 the traditional Bob Evans Restaurant menu price increased 3.1% compared with 2.7% in 1994.

Food product sales accounted for 28% of total sales in 1995 and 29% of sales in 1994. Sales increased 6% in 1995 and 4% in 1994. The increase this year was due to increased pounds of sausage products sold (approximately a 5% increase in 1995 and 2% in 1994) and increased sales from Mrs. Giles Country Kitchens and Hickory Specialties with combined sales of \$52.3 million in 1995 or 24% of food products segment sales compared with \$46.7 million or 23% of food products segment sales in 1994. This increase was mainly due to increased sales of charcoal products at Hickory Specialties. The food products segment sales increase in 1994 was mainly due to higher wholesale prices of sausage products over a year ago and improved sales of Hickory Specialties' charcoal and liquid-smoke flavorings. The benchmark retail price for a one-pound roll of sausage was \$2.79 in 1995 and \$2.84 in 1994.

New product introductions during 1995 included Bob Evans Homestyle Chicken & Noodles and a maple-flavored sausage product, Maple Links. New product introductions during 1994 included Bob Evans Homestyle Sausage Gravy & Biscuits and Country Lite Sausage products. New product introductions added additional volume but were not significant compared with the total pounds sold in 1995 or 1994.

Cost of Sales

As a percentage of sales, the consolidated cost of sales (cost of materials) was 29.9%, 31.7% and 31.7% in 1995, 1994 and 1993, respectively. The restaurant segment cost of sales percentage was 27.0% in 1995 compared with 27.5% in 1994 and 1993. The decrease in 1995 was mainly due to various changes in product mix. The food products segment cost of sales percentage decreased in 1995 to 37.1% compared to 41.9% in 1994 and 41.3% in 1993. This decrease in 1995 was due to lower live hog costs which averaged \$31.00 per hundredweight in 1995 compared with \$39.25 per hundredweight in 1994 and \$37.33 per hundredweight in 1993.

Operating Expenses

Consolidated operating expenses were 42.6%, 41.9% and 41.8% in 1995, 1994 and 1993, respectively. The largest component of operating expenses was labor and fringe benefit expense, which amounted to \$225.3 million in 1995 compared to \$201.6 in 1994. Of this increase, \$22.2 million occurred in the restaurant segment due to more

restaurants in operation. As a percent of sales, other operating expenses were 13.3%, 13.1% and 12.9% of sales in 1995, 1994 and 1993, respectively.

Selling, General and Administrative Expenses

As a percentage of sales, consolidated selling, general and administrative expenses were 12.8%, 12.2% and 12.8% of sales in 1995, 1994 and 1993, respectively. The increase this year was mainly the result of management training expenses needed to support increased restaurant openings. The increased training expense in 1995 compared to 1994 was approximately \$2.8 million. Decreased advertising expenditures resulted in most of the decrease from 1993 to 1994.

Taxes

The effective federal and state income tax rates were 38.4%, 37.0% and 37.2% in 1995, 1994 and 1993, respectively. The increase in 1995 was mostly attributable to increased state taxes. In fiscal year 1996, the effective tax rate is expected to be approximately 38.5%.

Net Income

Net income increased 11% in 1995 over 1994 and 12% in 1994 over 1993. The increase in 1995 was mainly attributable to strong margins on sausage products due to lower live hog costs than in 1994. The increase in the restaurant segment in 1995 was due to more restaurants in operation. Additionally, the increase in the effective tax rate affected both segments, and on a consolidated basis decreased current year net income by more than \$1.2 million. The increase in net income in 1994 was due mainly to more restaurants in operation and improved margins in sausage, charcoal and liquid smoke flavorings.

Liquidity and Capital Resources

Cash generated from both the restaurant and food products segments has been used as the main source of funds for working capital and capital expenditure requirements. Cash and equivalents totaled \$10.5 million at April 28, 1995, and \$8.1 million at April 29, 1994. Dividends paid represented 22% of net income in 1995 and 23% of net income in 1994.

Bank lines of credit were used for liquidity needs and capital expansion during fiscal year 1995. At April 28, 1995, \$25.6 million was outstanding under such arrangements. The bank lines of credit available were increased to \$63 million during 1995 (compared to \$53 million at the end of fiscal 1994) to meet liquidity and capital resource requirements anticipated because of increased restaurant expansion. The company believes that the funds needed for capital expenditures and working capital during 1996 will be generated internally and from available bank lines of credit. Longer-term financing alternatives will be evaluated by the company, especially in the event of acquisitions.

At April 28, 1995, the company had contractual commitments from restaurant construction, plant equipment additions and land purchases of approximately \$15.9 million. Anticipated capital expenditures for 1996 are expected to approximate \$90 million and depreciation and amortization expenses are expected to approximate \$29 million. The company plans to build approximately 35 to 40 restaurants in fiscal year 1996, as well as upgrade various properties, plants and equipment in both segments.

Management's Outlook

Bob Evans Farms, Inc. and Subsidiaries

Management is unaware of any material events or uncertainties that would cause the reported financial information not to be indicative of future operating results.

Uncertainties for the new fiscal year include the cyclical nature of the live hog market and its effect on the profitability in the food products segment. It is anticipated that live hog costs for 1996 will be in a range at or above 1995 fiscal year costs. Other uncertainties in the food products segment are consumer acceptance of new products, and the successful sale of products in any new markets opened. In the restaurant segment, new restaurant expansion will depend

on availability of sites and weather conditions. Other uncertainties in the restaurant segment are customer acceptance of new menu items, new market expansion, unproven new restaurant concepts, possible restaurant closings because of poor performance, ability to maintain real growth in core stores and food safety issues. External factors such as governmental initiatives, environmental compliance issues and the economy impose various degrees of uncertainty on the company's businesses.

Well-planned growth is an important part of the company's plans in 1996. Restaurant segment plans call for the opening of approximately 35 to 40 restaurants, which equates to a growth rate of approximately 11%. Increased attention to operations is important in order to increase customer satisfaction. New menu items and value promotions such as the daily dinner specials and the weekday breakfast breaks programs will continue in 1996 in an effort to increase customer counts. Seasonal promotions and new menu items keep the menu fresh and have been well accepted by customers.

Food products segment growth in 1996 is expected to come from new product additions such as retail entree products (fresh and frozen) and limited market expansion. The company plans to continue various promotions designed to increase customer trial of existing products as well as new product introductions.

Hickory Specialties successfully introduced two new products last fiscal year: Wildfire Gourmet Hickory Charcoal and Woodstone Gas Grill Briquettes. As a result of increased charcoal sales, a new charcoal manufacturing facility is currently under construction at Summer Shade, Ky. This facility is expected to be operational by October 1995.

Expansion by acquisition in both the restaurant and food products segments is a possibility. The timing, as well as the number of acquisitions, is not known and will depend on market conditions as well as satisfying various company criteria.

BOB EVANS FARMS, INC.
ANNUAL REPORT ON FORM 10-K
FOR FISCAL YEAR ENDED APRIL 28, 1995

INDEX TO EXHIBITS

Exhibit Number	Description	Location
3(a)	Certificate of Incorporation of the Registrant	Incorporated herein by reference to Exhibit 3(a) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 24, 1987 (File No. 0-1667)
3(b)	Certificate of Amendment of Certificate of Incorporation of the Registrant dated August 26, 1987	Incorporated herein by reference to Exhibit 3(b) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 28, 1989 (File No. 0-1667)
3(c)	Certificate of Adoption of Amendment to Certificate of Incorporation of the Registrant dated August 9, 1993	Incorporated herein by reference to Exhibit 3(c) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 29, 1994 (File No. 0-1667)

3(d)	Restated Certificate of Incorporation of Registrant	Incorporated herein by reference to Exhibit 3(d) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 29, 1994 (File No. 0-1667)
3(e)	By-Laws of the Registrant	Incorporated herein by reference to Exhibit 3(c) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 24, 1987 (File No. 0-1667)
10(a)	Restated Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan (effective January 1, 1994, except as otherwise provided)	Page 58
10(b)	Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan Summary Plan Description (effective January 1, 1995)	Page 111
10(c)	Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan Trust (effective May 1, 1990)	Incorporated herein by reference to Exhibit 4(f) to the Registrant's Pre-Effective Amendment No. 1 to Form S-8 Registration Statement, filed April 27, 1990 (Registration No. 33-34149)
10(d)	Bob Evans Farms, Inc. 1985 Incentive Stock Option Plan	Incorporated herein by reference to Exhibit 4(c) to the Registrant's Registration Statement on Form S-8, filed September 12, 1985 (Registration No. 33-242)
10(e)	Bob Evans Farms, Inc. 1987 Incentive Stock Option Plan	Incorporated herein by reference to Exhibit 4(a) to the Registrant's Registration Statement on Form S-8, filed October 19, 1987 (Registration No. 33-17978)
10(f)	Agreement, dated February 24, 1989, between Daniel E. Evans and Bob Evans Farms, Inc.; and Schedule A to Exhibit 10(h) identifying other substantially identical Agreements between Bob Evans Farms, Inc. and certain of the executive officers of Bob Evans Farms, Inc.	Incorporated herein by reference to Exhibit 10(g) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 28, 1989 (File No. 0-1667); Page 92
10(g)	Bob Evans Farms, Inc. 1989 Stock Option Plan for Non-	Incorporated herein by reference to

	employee Directors	Exhibit 4(d) to the Registrant's Registration Statement on Form S-8, filed August 23, 1989 (Registration No. 33-30665)
10(h)	Bob Evans Farms, Inc. 1991 Incentive Stock Option Plan	Incorporated herein by reference to Exhibit 4(d) to the Registrant's Registration Statement on Form S-8, filed September 13, 1991 (Registration No. 33-42778)
10(i)	Bob Evans Farms, Inc. Supplemental Executive Retirement Plan	Incorporated herein by reference to Exhibit 10(i) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 24, 1992 (File No. 0-1667)
10(j)	Bob Evans Farms, Inc. Nonqualified Stock Option Plan	Incorporated herein by reference to Exhibit 10(j) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 24, 1992 (File No. 0-1667)
10(k)	Bob Evans Farms, Inc. Long Term Incentive Plan for Managers	Incorporated herein by reference to Exhibit 10(k) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 30, 1993 (File No. 0-1667)
10(l)	Bob Evans Farms, Inc. 1994 Long Term Incentive Plan	Incorporated herein by reference to Exhibit 10(n) to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 29, 1994 (File No. 0-1667)
11	Computation of Earnings Per Share	Page 136
13	Registrant's Annual Report to Stockholders for the fiscal year ended April 28, 1995 (Not deemed filed except for portions thereof which are specifically incorporated by reference into this Annual Report on Form 10-K)	Page 26
21	Subsidiaries of the Registrant	Incorporated herein by reference to Exhibit 21 to the Registrant's Annual Report on Form 10-K for its fiscal year ended April 30, 1993 (File No. 0-1667)
23	Consent of Ernst & Young,	Page 137

Exhibit 10(a)

RESTATED BOB EVANS FARMS, INC. AND
AFFILIATES 401K RETIREMENT PLAN

BOB EVANS FARMS, INC. AND AFFILIATES
401K RETIREMENT PLAN

Effective January 1, 1994
(except as otherwise provided herein)

BOB EVANS FARMS, INC. AND AFFILIATES
401K RETIREMENT PLAN

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BOB EVANS FARMS, INC. AND AFFILIATES

401K RETIREMENT PLAN

Bob Evans Farms, Inc., a Delaware corporation, hereby adopts, as of the Effective Date, the following amended and restated profit sharing and Section 401(k) plan for the exclusive benefit of the Employer's eligible Employees and, where

applicable, the beneficiaries of such Employees. It is intended that this Plan, together with the Trust Agreement, shall comply with the applicable provisions of the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974, as amended. This Plan supersedes and replaces any other profit sharing plan(s) that may have been adopted by the Employer prior to the Effective Date.

ARTICLE I DEFINITIONS

Whenever used herein, the following words and phrases shall have the meaning specified below. Additional words and phrases may be defined in the text of the Plan.

Accounts

"Accounts" means a Participant's Employee Deferral Account, his Base Contributions Account, his Employer Matching Contributions Account, his Rollover Account and his Employer Profit Sharing Contributions Account. "Account" means the aggregate of such Accounts.

Adjustment Factor

"Adjustment Factor" means the cost-of-living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

Administrative Division

"Administrative Division" means the operations of the Employer and its Affiliates performed by the Employer's administrative group, as designated by the Employer.

Affiliate

"Affiliate" means any other employer which, together with the Employer, is a member of a controlled group of corporations or of a commonly controlled trade or business [as defined in Code Sections 414(b) and (c) and as modified by Code Section 415(h)] or of an affiliated service group [as defined in Code Section 414(m)] or other organization described in Code Section 414(o).

Annual Additions

"Annual Additions" means the sum of the following

amounts credited to a Participant's Account for the Limitation Year under all defined contribution plans maintained by the Employer:

(a) Employer contributions;

(b) Forfeitures;

(c) Employee contributions;

(d) Amounts allocated after March 31, 1984 to an individual medical account, as defined in Code Section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer; and

(e) Amounts derived from contributions paid or accrued after December 31, 1985 in taxable years ending after such date which are attributable to postretirement medical benefits allocated to the separate account of a key employee (as defined in Section 416(i) of the Code) under a welfare benefit fund (as defined in Section 419(e) of the Code) maintained by the Employer. The amounts described under this paragraph (e) shall not be subject to the 25% of compensation limit provided in Section 4.04.

For purposes of the Plan, any excess amount applied to reduce Employer contributions in the Limitation Year will be considered Annual Additions for such Limitation Year.

Annuity Starting Date

"Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or in any other form.

Beneficiary

"Beneficiary" means the individual, individuals or trust designated by a Participant pursuant to the terms of Section 2.04 to receive the death benefit payable under the Plan.

Break in Service

"Break in Service" means, for purposes of determining an Employee's eligibility to participate in the Plan, a failure by such Employee to complete more than 500 Hours of Service during a 12-month period beginning on his Employment Commencement Date and anniversaries thereof. For purposes of vesting under the Plan, a "Break in Service" means a Plan Year during which a Participant fails to complete more than 500 Hours of Service.

Code

"Code" means the Internal Revenue Code of 1986, as may be amended from time to time.

Committee

"Committee" means the Deferral Plan Committee as described in Article VIII.

Compensation

"Compensation" means the total amount reflected on a Participant's Form W-2 for the Plan Year, representing wages, overtime, and bonuses received, but excluding any non-cash remuneration. "Compensation" shall also include tips received by Participants employed by the Restaurant Division and reported to the Employer pursuant to the applicable provisions of the Code. Notwithstanding the preceding provisions of this section, Compensation shall be the amount determined prior to any salary deferrals described in Section 3.01 and prior to any contributions to any cafeteria plan maintained by the Employer pursuant to Section 125 of the Code; provided (a) effective for Plan Years beginning after December 31, 1988, compensation paid by the Employer during any Plan Year in excess of \$200,000 multiplied by the Adjustment Factor shall be excluded; and (b) effective for Plan Years beginning after December 31, 1993, compensation paid by the Employer during any Plan Year in excess of \$150,000, adjusted under Code Section 401(a)(17), shall be excluded. In determining the compensation of a Participant for purposes of the \$200,000 or \$150,000 limit, the family aggregation rules of Code Section 414(q)(6) will apply, except in applying such rules, the term "family" will include only the Spouse of the Participant and any lineal descendants of the Participant who have not attained age 19 before the close of the year. If, as a result of the application of such rules, compensation would exceed the adjusted \$200,000 or \$150,000 limitation, then the limitation will be prorated among the affected persons in proportion to each such person's compensation as determined under this paragraph prior to the application of this limitation.

Effective Date

"Effective Date" means, for this amended and related Plan, January 1, 1994.

Employee

"Employee" means all employees of the Employer or an Affiliate, excluding Leased Employees and employees who are

included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers, if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and such employer or employers. Employees of the Employer and its Affiliates shall be classified as either Restaurant Division Employees, Sausage Division Employees, Owens Division Employees, Administrative Division Employees, Hickory Division Employees or Giles Division Employees as determined by the Employer in the manner regularly used to classify Employees for the division in which they primarily serve.

Employer

"Employer" means Bob Evans Farms, Inc. and any Affiliate which, with the consent of the Employer, adopts this Plan and joins in the Trust Agreement.

Employment Commencement Date

"Employment Commencement Date" means the date on which the Employee first performs an Hour of Service for the Employer or an Affiliate.

Entry Date

"Entry Date" means the first day of January or July during the Plan Year.

ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as periodically amended.

Family Member

"Family Member means, with respect to any individual, such individual's Spouse and lineal ascendants or descendants and the spouses of such lineal ascendants or descendants.

Forfeitures

"Forfeitures" means the amount of a Participant's Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account that such Participant is not entitled to receive under Section 7.04 upon the termination of his employment.

Full Time

"Full Time" means employment with the Employer or an Affiliate for not less than 1,000 hours during the 12 consecutive calendar months for which a determination is made.

Giles Division

"Giles Division" means the operations of the Employer and its Affiliates performed by Mrs. Giles Country Kitchen.

Hickory Division

"Hickory Division" means the operations of the Employer and its Affiliates performed by Hickory Specialties.

Highly-Compensated Employee

"Highly-Compensated Employee" means a highly-compensated active employee and a highly-compensated former employee. A highly-compensated active employee includes any Employee who performs service for the Employer during the determination year and who, during the look-back year (a) received compensation from the Employer in excess of \$75,000 multiplied by the Adjustment Factor; (b) received compensation from the Employer in excess of \$50,000 multiplied by the Adjustment Factor and was a member of the top-paid group for such year; or (c) was an officer of the Employer and received compensation during such year that is greater than 50% of the dollar limitation in effect under Code Section 415(b)(1)(A).

The term Highly-Compensated Employee also includes:

(a) Employees who are both described in the preceding paragraph if the term "determination year" is substituted for the term "look-back year" and the Employee is one of the 100 Employees who received the most compensation from the Employer during the determination year; and (b) Employees who are 5% owners at any time during the look-back year or determination year. If no officer has satisfied the compensation requirement of (c) in the preceding paragraph during either a determination year or look-back year, the highest paid officer for such year shall be treated as a Highly-Compensated Employee. For this purpose, the

determination year shall be the Plan Year. The look-back year shall be the 12-month period immediately preceding the determination year.

A highly-compensated former employee includes any Employee who separated from service (or was deemed to have separated) prior to the determination year, performs no service for the Employer during the determination year and was a highly-compensated active employee for either the separation year or any determination year ending on or after the Employee's 55th

birthday. A separation year is the determination year the Employee separates from service. If an Employee is, during a determination year or look-back year, a Family Member of either a 5% owner who is an active or former Employee or a Highly-Compensated Employee who is one of the 10 most Highly-Compensated Employees ranked on the basis of compensation paid by the Employer during such year, then the Family Member and the 5% owner or top-10 Highly-Compensated Employee shall be aggregated. In such case, the Family Member and 5% owner or top-10 Highly-Compensated Employee shall be treated as a single Employee receiving compensation and Plan contributions or benefits equal to the sum of such compensation and contributions or benefits of the Family Member and 5% owner or top-10 Highly-Compensated Employee.

Notwithstanding the previous paragraph, with respect to any Employee who separated from service prior to January 1, 1987, the Plan may provide that such an Employee will be included as a Highly-Compensated Employee only if the Employee was a 5% owner or received compensation in excess of \$50,000 during (a) the Employee's separation year (or the year preceding such separation year); or (b) any year ending on or after such individual's 55th birthday (or the last year ending before such Employee's 55th birthday).

The determination of who is a Highly-Compensated Employee, including the determinations of the number and identity of Employees in the top-paid group, the top 100 Employees, the number of Employees treated as officers and the compensation that is considered, will be made in accordance with Code Section 414(q) and the regulations thereunder.

Hour of Service

"Hour of Service" means:

(a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed;

(b) each hour for which an Employee is paid, or entitled to payment, by the Employer or an Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this

paragraph shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor regulations which are incorporated herein by reference; and

(c) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer or an Affiliate. An Hour of Service credited under paragraph (a) or (b) above will not be credited under this paragraph (c). These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) Solely for the purpose of determining whether a Break in Service has occurred for eligibility or vesting, an Employee who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited but for such absence or, in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. The total number of hours treated as Hours of Service under this paragraph shall not exceed 501 hours. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence due to:

(i) the pregnancy of the Employee;

(ii) the birth of a child of the Employee;

(iii) the placement of a child with the Employee in connection with the adoption of such child by the Employee; or

(iv) the caring for a child for a period beginning immediately after birth or placement.

The Hours of Service credited under this paragraph (d) shall be credited either in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period or, in all other cases, in the following computation period.

For purposes of the Plan, any Employee who is not employed by the Employer or an Affiliate on an hourly basis shall be credited with forty-five (45) Hours of Service during each week of his employment if, pursuant to the provisions of paragraphs (a), (b), (c) and (d) of this section, he would be credited with at least one (1) Hour of Service during such week.

Inactive Participant

"Inactive Participant" means a Participant whose

employment with the Employer or an Affiliate has continued but (a) whose participation has been suspended as a result of making a withdrawal pursuant to Section 6.02 hereof; or (b) who has suspended his deferrals pursuant to Section 3.01(c) hereof.

Investment Funds

"Investment Funds" means the investment funds as determined by the Committee and described in Section 5.02 for the investment of Participants' Employee Deferral Accounts and Rollover Accounts pursuant to Participant directions.

Leased Employee

"Leased Employee" means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (leasing organization), has performed services for the recipient [or for the recipient and related persons determined in accordance with Code Sections 414(n) and 414(o)] on a substantially full-time basis for a period of at least one year, and such services are of a type historically performed by employees in the business field of the recipient employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A Leased Employee shall not be considered an employee of the recipient if (a) such employee is covered by a money purchase pension plan providing (i) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code Section 415(c)(3), but including amounts contributed by the employer pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Section 125, Section 402(a)(8), Section 402(h) or Section 403(b); (ii) immediate participation; and (iii) full and immediate vesting; and (b) Leased Employees do not constitute more than 20% of the recipient's non-highly-compensated work force.

Lower-Compensated Employee

"Lower-Compensated Employee" means any Employee who is not a Highly-Compensated Employee.

Normal Retirement Age

"Normal Retirement Age" means the Participant's 62nd birthday; provided, however, that this Plan shall not be interpreted to require that a Participant retire prior to attaining any specific age.

Owens Division

"Owens Division" means the operations of the Employer and its Affiliates performed by Owens Country Sausage, Inc.

Participant

"Participant" means either (a) an Employee who is participating in the Plan in accordance with Article II and for whom Accounts are being maintained; or (b) a former Employee of the Employer or an Affiliate for whom Accounts are being maintained.

Plan

"Plan" means the plan designated as the Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan, as described in this document and as it may be periodically amended.

Plan Year

"Plan Year" means the 12 months beginning on each January 1 and ending each December 31. The Plan Year shall be the limitation year for purposes of Code Section 415 and Section 4.04 of the Plan.

Profit Sharing Plan

"Profit Sharing Plan" means the Bob Evans Farms and Affiliates Profit Sharing Retirement Plan and Trust and any predecessor to such plan as in effect prior to May 1, 1990.

Projected Annual Benefit

"Projected Annual Benefit" means the annual benefit to which a Participant would be entitled under all Employer sponsored defined benefit plans, assuming that the Participant continues employment until his normal retirement date, that the Participant's Compensation continues until his normal retirement date at the rate in effect during the current calendar year and that all other factors relevant for determining benefits under the Plan remain constant at the level in effect during the current calendar year.

Qualified Election

"Qualified Election" means a waiver of a Qualified Joint and Survivor Annuity. Any waiver of a Qualified Joint and Survivor Annuity shall not be effective unless (a) the Participant's Spouse consents in writing to the election; (b) the election designated a specific Beneficiary, including any class

of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent); (c) the Spouse's consent acknowledges the effect of the election; and (d) the Spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a Qualified Election. Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 13.11.

Qualified Joint and Survivor Annuity

"Qualified Joint And Survivor Annuity" means an annuity for the life of the Participant with a survivor annuity for the life of his Spouse which is equal to 50% of the amount of the annuity which is payable during the joint lives of the Participant and his Spouse and which is the amount of benefit which can be purchased with the Participant's nonforfeitable Accounts.

Restaurant Division

"Restaurant Division" means the operations of the Employer and its Affiliates performed by the Employer's restaurant division, formerly Bob Evans Foods, Inc.

Sausage Division

"Sausage Division" means the operations of the Employer and its Affiliates performed by the Employer's sausage division, formerly Bob Evans Farms, Inc.

Spouse or Surviving Spouse

"Spouse" or "Surviving Spouse" means an individual who is legally married to the Participant, provided that an individual who was formerly married to the Participant will be treated as the Spouse or Surviving Spouse to the extent provided under a qualified domestic relations order, as described in Code Section 414(p).

Trust Agreement

"Trust Agreement" means the agreement, and any amendments made thereto, by and between the Employer and the Trustee for the management, investment and disbursement of funds held in the Trust Fund.

Trust Fund

"Trust Fund" means the Employer's portion of the fund established pursuant to the terms of the Trust Agreement, which fund may be comprised of one or more Investment Funds.

Trustee

"Trustee" means the bank, trust company and/or individual designated by the Employer to hold and invest the Trust Fund and to pay benefits and expenses as authorized by the Committee in accordance with the terms and provisions of the agreement by and between the Employer and such bank, trust company and/or individual.

Valuation Date

"Valuation Date" means each, March 31, June 30, September 30 and December 31, or more frequently if determined to be necessary by the Committee.

Year of Service

"Year of Service" means, for vesting purposes, each Plan Year during which a Participant is a Full-Time Employee of the Employer or an Affiliate. For eligibility purposes, a "Year of Service" means each 12-month period beginning on the Employee's Employment Commencement Date and anniversaries thereof during which he is a Full-Time Employee of the Employer or an Affiliate.

ARTICLE II PARTICIPATION

2.01. Eligibility and Election to Participate

Each Employee who was a participant in the Plan on

December 31, 1993 shall remain a Participant in this Plan on the Effective Date. Any other Employee shall become a Participant in the Plan on the first Entry Date coinciding with or following the date on which he has both completed one Year of Service and attained age 21.

To be eligible to make Participant deferrals, a Participant must complete an enrollment form and agree to make contributions to the Plan, authorize the Employer to withhold such contributions from his Compensation and pay the same to the Trustee and designate a Beneficiary. An Employee who declines to make Participant deferrals at the time when he is initially eligible shall be a Participant for all other purposes of the Plan and may elect to make Participant deferrals effective as of the first day of any succeeding calendar quarter provided the Employee completes the required form at least 20 days prior to such date.

2.02. Reemployment

If a Participant whose employment has terminated is subsequently reemployed, he shall be eligible to participate in the Plan as of the Entry Date coinciding with or following his date of reemployment.

2.03. Employment After Normal Retirement Age

A Participant who continues in the employ of the Employer after his Normal Retirement Age shall continue to be a Participant for all purposes of the Plan.

2.04. Designation of Beneficiary

(a) Each Participant shall designate a Beneficiary to receive any death benefit payable under the Plan. In the event the Participant dies before a distribution has occurred pursuant to Section 7.01, 7.03 or 7.04, such distribution shall be paid to the Participant's Surviving Spouse.

If there is no Surviving Spouse, or if the Surviving Spouse consents to forego receipt of the distribution in accordance with paragraph (b) below, distribution shall be made to any person, persons or entity designated by the Participant as a Beneficiary hereunder. If more than one Beneficiary is named, the Participant may specify the sequence and/or proportion in which payments must be made to each Beneficiary. In the absence of such specification, payments shall be made in equal shares to all named Beneficiaries. To the extent otherwise consistent with this Plan, a Participant may change his Beneficiary from time to time by written notice delivered to the Committee in the manner prescribed by the Committee. If no Beneficiary has been designa-

ted or if no designated Beneficiary is living at the time of the Participant's death, payment of such death benefit, if any, to the extent permitted by law, shall be made to the surviving person or persons in the first of the following classes of successive preference of Beneficiaries: (i) Surviving Spouse; (ii) issue, then living, per stirpes; (iii) executors or administrators. Any minor's share shall be paid to such adult or adults as have been appointed legal guardian and have assumed custody and support of such minor. Proof of death satisfactory to the Committee must be furnished prior to the payment of any death benefit under the Plan.

(b) If the Participant's Beneficiary under the Plan is someone other than the Participant's Spouse, then such designation is subject to the Spouse's consent. Spousal consent shall be valid only if (i) it is made in writing on a form prescribed by the Committee; (ii) the Spouse acknowledges the effect of the consent; and (iii) the consent and acknowledgment are witnessed by a Plan representative or a notary public. If the Participant establishes to the satisfaction of the Committee that such written consent may not be obtained because his Spouse cannot be located, a designation of a Beneficiary other than his Spouse will be deemed to have been made with spousal consent.

ARTICLE III CONTRIBUTIONS

3.01. Contribution of Participant Deferrals

(a) Each Participant may elect for each Plan Year to defer a portion of his Compensation, not to exceed the lesser of 15% of such Compensation or the maximum amount permitted under Section 402(g) of the Code, taking into account elective deferrals made under other qualified cash or deferred arrangements in which the Participant participates, and have such deferred amount contributed by the Employer to his Employee Deferral Account.

(b) A Participant's election to make Participant deferrals shall be effective as of the first day of the calendar quarter following the filing of such election with the Committee, provided such election is delivered no less than 20 days before it is effective.

(c) A Participant's Participant deferral percentage will remain in effect, notwithstanding any change in his Compensation, until he elects to change such percentage. On the first day of any calendar quarter, a Participant may elect to change his deferral percentage, provided such election is delivered to the Committee no less than 20 days before the effective date of such change. A Participant who has elected a

deferral percentage for a prior calendar quarter who fails to change such percentage for a subsequent calendar quarter shall be deemed to have kept his prior deferral percentage in affect for such subsequent calendar quarter.

A Participant may suspend his Participant deferrals at any time during a Plan Year, provided a written request is filed with the Committee no less than 20 days before the effective date of suspension. A Participant who suspends his Participant deferrals shall be referred to as an Inactive Participant and shall be ineligible to rejoin the Plan until such time as he again elects to resume his Participant deferrals.

(d) Each Participant who receives a single lump sum cash bonus from the Employer or an Affiliate during the Plan Year and who has not elected to make regular Participant deferrals pursuant to paragraph (a) of this Section 3.01 during such Plan Year may elect for such Plan Year to defer a portion of such bonus, not to exceed the limitations contained in paragraph (a), and have such deferred amount contributed by the Employer to his Employee Deferral Account. Contributions made pursuant to this paragraph shall constitute Participant deferrals for all purposes under the Plan. A Participant's election to defer a portion of his bonus and have such deferral contributed to the Plan shall be effective on the date that such bonus is paid to the Participant, provided the Participant's deferral election is delivered to the Committee no less than five days before it is effective.

(e) Participant deferrals under this section shall be made by payroll deductions authorized by the Participant and shall be contributed to the Plan by the Employer. Participant deferrals constitute Employer contributions under the Plan and are intended to qualify as elective contributions under Code Section 401(k). Amounts allocated to a Participant's Employee Deferral Account shall be fully vested in such Participant and nonforfeitable at all times. The salary-deferral arrangement of this Plan and any other plans of the Employer [which include a cash or deferred arrangement under Section 401(k) of the Code and which are considered one plan for purposes of Section 401(a)(4) or Section 401(b) of the Code] shall be treated as one salary-deferral arrangement for purposes of applying the provisions of this Article III.

(f) In the event a Participant notifies the Committee in writing by any March 1 that, with respect to the previous calendar year, such Participant has made elective Participant deferrals in excess of the maximum amount permitted under Section 402(g)(5) of the Code for such calendar year (taking into account for this purpose the aggregate salary deferrals made by the Participant to all qualified cash or deferred arrangements in which he participates), then the Committee shall return to such

Participant by the next following April 15 the amount specified in such written notification of his Participant deferral contributions to the Plan during the previous calendar year, together with allocable earnings thereon. No notice is required pursuant to this paragraph (f) with respect to excess Participant deferrals which arise solely from deferrals made to this Plan and other plans sponsored by the Employer and its Affiliates.

(g) Notwithstanding any provision contained herein, to the extent that, during any payroll period, the total payroll deductions elected by a Participant (including any payroll deductions under Sections 401(k) and 125 of the Code) exceed the amount payable to such Participant which is subject to income tax withholding, then no payroll deductions shall be made for such payroll period. Therefore, in such a case, no Participant deferrals shall be made to the Plan on behalf of such Participant for such payroll period.

3.02. Employer Contributions

(a) In General. The Employer intends to make annual contributions to the Plan from its current or accumulated profits, if any, in amounts determined in the discretion of its Board of Directors each Plan Year. Employer contributions for a given Plan Year may be in the form of (i) base contributions [as described in paragraph (b) of this section]; (ii) matching contributions [as described in paragraph (c) of this section]; (iii) profit sharing contributions [as described in paragraph (d) of this section]; or (iv) any combination of base contributions, matching contributions and profit sharing contributions, as determined by the Board of Directors of the Employer. Employer base contributions made pursuant to paragraph (b) of this Section 3.02, if any, shall be determined separately for the Owens Division, the Restaurant Division, the Administrative Division, the Hickory Division, the Giles Division and the Sausage Division based upon the current or accumulated profits attributable to the respective division. Total annual Employer contributions shall not exceed the maximum amount deductible for federal income tax purposes. Profits shall be determined in the manner regularly employed by the Employer but before reduction for any taxes on income. The Employer's determination of the amount, if any, of its annual contribution shall be made with respect to each Plan Year by its Board of Directors and such amount shall be paid to the Plan not later than the time prescribed by law for filing the Employer's federal income tax return (including extensions) for the Employer's taxable year with respect to which a deduction for the contribution is claimed.

(b) Base Contributions. Each Plan Year, the Employer may make a base contribution to the Plan on behalf of

each Participant. Such contribution, if any, shall be an identical flat dollar contribution on behalf of each Participant in an amount determined in the discretion of the Board of Directors of the Employer. Contributions made pursuant to this paragraph shall be allocated to the Base Contributions Accounts of all Participants who were Full-Time Employees during the Plan Year. Notwithstanding any provision contained herein, for any Plan Year, the base contribution allocated to the Base Contributions Account of any Highly-Compensated Employee may not exceed the smallest base contribution which is allocated to the Base Contributions Account of any Lower-Compensated Employee. Any contributions made pursuant to this paragraph shall be treated, in all respects, in the same manner as Participant deferral contributions. As a result, such contributions shall be nonforfeitable when made and shall be distributable only in accordance with the distribution restrictions contained in the Plan which are applicable to Participant deferrals. Amounts contributed by the Employer pursuant to this paragraph shall be paid on an annual basis to the Trustee.

(c) Matching Contributions. Each Plan Year, the Employer may make a matching contribution to the Plan on behalf of each Participant who makes Participant deferrals pursuant to Section 3.01. The amount of this matching contribution, if any, shall be determined in the discretion of the Board of Directors of the Employer. Contributions made pursuant to this paragraph shall be allocated to the Employer Matching Contributions Account of Participants who both (i) made Participant deferrals during the Plan Year for which such matching contribution is made by the Employer; and (ii) are employed by the Employer or an Affiliate on the last day of such Plan Year. Matching contributions shall be allocated to each eligible Participant in the proportion which the total Participant deferral contributions of such Participant for the Plan Year bears to the total Participant deferral contributions of all Participants who are eligible for matching contributions for the Plan Year. Any amounts contributed by the Employer pursuant to this paragraph shall be paid on an annual basis to the Trustee.

(d) Profit Sharing Contributions. Each Plan Year, the Employer may make an additional profit sharing contribution to the Plan on behalf of each Participant. Such contribution, if any, shall be in an amount determined in the discretion of the Board of Directors of the Employer. Contributions made pursuant to this paragraph shall be allocated to the Employer Profit Sharing Contributions Accounts of Participants who both (i) were Full-Time Employees during the Plan Year; and (ii) are employed by the Employer or an Affiliate on the last day of the Plan Year. Profit sharing contributions shall be allocated to each eligible Participant in the proportion which the total Compensation of such Participant for the Plan Year bears to the Compensation of

all Participants who are eligible for profit sharing contributions for the Plan Year. Any amounts contributed by the Employer pursuant to this paragraph shall be paid on an annual basis to the Trustee.

3.03. Limitation of Participant Deferrals

(a) Notwithstanding Section 3.01, the deferral percentages under Section 3.01 shall be modified as provided in paragraph (c) if the requirements of paragraph (b) are not satisfied.

(b) An actual deferral percentage shall be determined for each Employee who is eligible to become a Participant. Such percentage shall be the sum of his total Participant deferrals plus any base contributions made on his behalf pursuant to paragraph (b) of Section 3.02, divided by his Compensation for the period during the Plan Year that the Employee was a Participant. With respect to Employees who are eligible to but make no deferrals under this Plan and who receive no base contributions for the year, such actual deferral percentage shall be zero.

The average of the actual deferral percentages for all eligible Employees who are Highly-Compensated Employees (High Average), when compared to the average of the actual deferral percentages for all eligible Employees who are Lower-Compensated Employees (Low Average), must meet one of the following requirements:

(i) the High Average is no greater than the Low Average times 1.25; or

(ii) the excess of the High Average over the Low Average is not greater than 2% and the High Average is no greater than the Low Average times 2.0.

(c) The Committee shall make a determination as of the last day of the Plan Year regarding the maximum Participant deferral contribution which each Participant who is a Highly-Compensated Employee may elect to defer, and any Participant who elected to defer more than his maximum permissible Participant deferral contribution shall be deemed to have elected to defer the maximum permissible Participant deferral contribution as determined by the Committee. For this purpose, all cash or deferred arrangements under which a Highly-Compensated Employee is eligible to participate shall be treated as a single arrangement. If it is determined as of the end of the Plan Year that any amounts withheld by the Employer for such Participant exceed the amounts determined permissible by the Committee or, if the amount of the Participant's Participant deferral contribution

would limit the contribution the Employer has determined to make for its corresponding fiscal year, then the excess amount or the portion of the Participant's Participant deferral contribution which would so limit the Employer's contribution, together with interest thereon (if any) for the Plan Year in which the excess amount was contributed, shall be returned by the Employer or the Trustee to the Participant, if possible, within 2 1/2 months after the end of the Plan Year, but in no event later than the last day of the following Plan Year.

For purposes of this paragraph (c), the amount of excess contributions for a Highly-Compensated Employee will be determined in the following manner. First, the actual deferral ratio (ADR) of the Highly-Compensated Employee with the highest ADR is reduced to the extent necessary to satisfy the actual deferral percentage (ADP) test or cause such ratio to equal the ADR of the Highly-Compensated Employee with the next highest ratio. Second, this process is repeated until the ADP test is satisfied. The amount of excess contributions for a Highly-Compensated Employee is then equal to the total of elective and other contributions taken into account for the ADP test minus the product of the Employee's contribution ratio as determined above and the Employee's Compensation. The Committee shall have the right to limit or reduce the Participant deferral contributions of Participants, as it determines necessary and in any manner it determines, to ensure that the aggregate allocation to the Employee Deferral Accounts of all Participants will not exceed the amount permitted as a deduction by the Employer pursuant to the Code and to ensure that, with respect to any particular Participant, the amount credited to such Participant's Employee Deferral Account for the Plan Year does not exceed the amount permissible under Section 415 of the Code.

(d) Notwithstanding previous paragraphs in this section, in the case of a Highly-Compensated Employee who is either a 5% owner or one of the ten most Highly-Compensated Employees and is thereby subject to the family aggregation rules of Section 414(q)(6), the actual contribution ratio (ACR) for the family group (which is treated as one Highly-Compensated Employee) is the greater of (i) the ACR determined by combining the contributions and Compensation of all eligible Family Members who are highly compensated without regard to family aggregation; and (ii) the ACR determined by combining the contributions and Compensation of all eligible Family Members. Except to the extent taken into account in the preceding sentence, the contributions and Compensation of all Family Members are disregarded in determining the actual contribution percentages for the groups of Highly-Compensated Employees and Lower-Compensated Employees.

(e) In the case of a Highly-Compensated Employee whose actual deferral ratio (ADR) is determined under the family

aggregation rules, described in paragraph (d), the determination of the amount of excess contributions shall be made as follows:

(i) If the Highly-Compensated Employee's ADR is determined by combining the contributions and Compensation of all Family Members, then the ADR is reduced in accordance with the "leveling" method described in Section 1.401(k)-1(f)(2) of the regulations and the excess contributions for the family unit are allocated among the Family Members in proportion to the contributions of each Family Member that have been combined.

(ii) If the Highly-Compensated Employee's ADR is determined by combining the contributions and Compensation of only those Family Members who are highly compensated without regard to family aggregation, then the ADR is reduced in accordance with the leveling method but not below the ADR of eligible lower-compensated Family Members. Excess contributions are determined by taking into account the contributions of the eligible Family Members who are highly compensated without regard to family aggregation and are allocated among such Family Members in proportion to their contributions. If further reduction of the ADR is required, excess aggregate contributions resulting from this reduction are determined by taking into account the contributions of all eligible Family Members and are allocated among such Family Members in proportion to their contributions.

3.04. Maximum Matching Contributions for Highly-Compensated Employees

(a) The contribution percentage for eligible Highly-Compensated Employees under this Plan shall not exceed the greater of (i) 125% of such percentage for all other eligible Employees; or (ii) the lesser of 200% of such percentage for all other eligible Employees plus two percentage points.

(b) For purposes of this section, the contribution percentage for a specified group of Employees for a Plan Year shall be the average of the ratios (calculated separately for each Employee in such group) of (i) the Employer matching contributions paid under the Plan on behalf of each such Employee for such Plan Year to (ii) the Employee's compensation [within the meaning of Section 414(s) of the Code] for the period during the Plan Year that the Employee was a Participant.

(c) Any Employee who is eligible to make a Participant deferral under the Plan shall be considered an "eligible

employee" for purposes of this section.

(d) The Plan shall not be treated as failing to meet the requirements of this section for any Plan Year if, before the close of the following Plan Year, the amount of the excess aggregate contributions for such Plan Year and any income allocable to such contributions is distributed. For this purpose, income allocable to excess contributions shall include income for the Plan Year for which the excess aggregate contributions were made to the Plan. Any distribution of the excess aggregate contributions for any Plan Year shall be made to Highly-Compensated Employees on the basis of the respective portions of such amounts attributable to each of such Employees. For purposes of this section, the term "excess aggregate contributions" shall mean, with respect to any Plan Year, the excess of (i) the aggregate amount of the Employer matching contributions actually made on behalf of Highly-Compensated Employees for such Plan Year over (ii) the maximum amount of such contributions permitted under the contribution percentage requirement described above (determined by reducing contributions made on behalf of Highly-Compensated Employees in order of their contribution percentages beginning with the highest of such percentages).

3.05. Combined Alternative Limitation on Participant Deferrals and Employer Matching Contributions

Notwithstanding any provision of this Article III, if, as of any Plan Year, both the High Average specified in Section 3.03 (relating to actual deferral percentages) and the contribution percentage for Highly-Compensated Employees specified in Section 3.04 (relating to actual contribution percentages) exceed the Low Average specified in Section 3.03 and the contribution percentage for Lower-Compensated Employees specified in Section 3.04 by more than 25%, the Committee shall apply the aggregate alternative limitation in accordance with Section 1.401(m)-2 of the Income Tax Regulations. In the event the combined alternative limitation is not satisfied for any given Plan Year, the Employer shall direct the Committee to reduce the High Average of Section 3.03 and/or the contribution percentage for Highly-Compensated Employees of Section 3.04 as permitted by Sections 3.03 and 3.04 hereof to the extent necessary to satisfy the combined alternative limitation.

3.06. Rollover Contributions

Subject to such restrictions as the Committee may apply or affirmative refusal by the Committee to accept rollovers, a Participant may contribute to this Plan, as a rollover contribution, a distribution from another qualified pension or profit sharing plan or a distribution from an individual retirement account, which consists solely of a distribution from

another qualified pension or profit sharing plan and earnings thereon. Amounts so rolled over shall be credited to, and maintained in, the Participant's Rollover Account. Amounts transferred directly from another qualified pension or profit sharing plan shall be treated hereunder as a rollover contribution. An Employee who has not yet met the age and/or service requirements for participation in the Plan may make a rollover contribution. An Employee who has made a rollover contribution will be treated as a Participant with respect to his Rollover Account.

ARTICLE IV
PARTICIPANT'S ACCOUNTS; ALLOCATIONS

4.01. Participant's Accounts

The Committee shall maintain Accounts as follows for each Participant in the Plan:

(a) an Employer Profit Sharing Contributions Account to record:

(i) his account balance under the Profit Sharing Plan, as of April 30, 1990;

(ii) his share of the Employer profit sharing contributions, allocated under paragraph (d) of Section 3.02; and

(iii) his share of the net income, or net losses, resulting from the investment of such profit sharing contributions.

(b) an Employer Matching Contributions Account to record:

(i) his share of the Employer matching contributions, allocated under paragraph (c) of Section 3.02; and

(ii) his share of the net income, or net losses, resulting from the investment thereof.

(c) an Employee Deferral Account to record:

(i) the Participant's Participant deferrals, minus any withdrawals; and

(ii) his share of the net income, or net losses, resulting from the investment thereof.

(d) a Base Contributions Account to record:

(i) his share of the Employer base contributions, allocated under paragraph (b) of Section 3.02; and

(ii) his share of the net income, or net losses, resulting from the investment thereof.

(e) a Rollover Account to record:

(i) his rollover contributions, if any, made pursuant to Section 3.06; and

(ii) his share of net income, or net losses, resulting from the investment thereof.

4.02. Allocation of Employer Contributions

Employer base contributions, matching contributions and profit sharing contributions made under Section 3.02 shall be allocated to each Participant in accordance with the provisions of paragraphs (b), (c) and (d) of Section 3.02 which are applicable to such base contributions, matching contributions and profit sharing contributions.

4.03. Allocation of Net Gains or Losses; Crediting of Accounts

As of each Valuation Date, the fair market value of the Trust Fund shall be determined in accordance with Section 5.04. The net increase or decrease in such values resulting from the investment of the assets therein and from administrative expenses charged to the Trust Fund, if any, pursuant to Section 8.07 shall be apportioned to each Participant's Base Contributions Account, Rollover Account, Employer Matching Contributions Account and Employer Profit Sharing Contributions Account in proportion to the value thereof as of the last preceding Valuation Date. The net increase or decrease in the value of the Trust Fund resulting from investment of the assets therein and from administrative expenses charged to the Trust Fund, if any, pursuant to Section 8.07 shall be apportioned to each Participant's Employee Deferral Account in the ratio that the sum of the value of such Participant's Employee Deferral Account as of the preceding Valuation Date plus 50% of any Participant deferrals made to such Employee Deferral Account since the preceding Valuation Date bears to the total value of all Participants' Employee Deferral Accounts as of the preceding Valuation Date plus 50% of all Participant deferrals made to the Plan since the preceding Valuation Date.

4.04. Limitation of Annual Additions

(a) Basic Limitation. Notwithstanding Sections 3.01 and 3.03 and subject to the provisions of paragraphs (b) and (c) below, Annual Additions to each Participant's Account shall not exceed the lesser of (i) \$30,000 or such larger amount as may be determined by the Secretary of the Treasury for Limitation Years ending on or after January 1, 1988; or (ii) 25% of the Participant's compensation for the Limitation Year.

For purposes of this Section 4.04, "compensation" shall mean compensation as defined in Treasury Regulation Section 1.415-2(d) and shall include wages, salaries, fees for professional services, percentage of profits, earned income in the case of a self-employed Participant, disability payments, paid or reimbursed moving expenses to the extent not deductible by the Participant, medical reimbursement items and the value of a non-qualified stock option to the extent includable in an Employee's gross income upon making the election under Code Section 83(b). Specifically excluded are salary deferral contributions, contributions to the distributions from most deferred compensation plans, amounts realized from the sale of a non-qualified stock option plan or from the sale, exchange or other disposition of stock acquired under a qualified stock option plan and most amounts which receive special tax benefits.

(b) Participation in Other Defined Contribution Plan. The limitation of this Section 4.04 with respect to any Participant who at any time has participated in any other qualified defined contribution plan [as defined in Section 3(34) of ERISA and Code Section 414(i)] maintained by the Employer will apply as if the total contributions allocated under all such defined contribution plans in which the Participant has participated were allocated under one plan.

(c) Participation in this Plan and Defined Benefit Plan. If a Participant has been a Participant in a qualified defined benefit plan [as defined in Section 3(35) of ERISA and Code Section 414(j)] maintained by the Employer, the sum of the Participant's defined benefit plan fraction and defined contribution plan fraction for any year shall not exceed one.

The defined benefit plan fraction is a fraction, the numerator of which is the sum of the Participant's Projected Annual Benefit under all defined benefit plans (whether or not terminated) maintained by the Employer, and the denominator of which is the lesser of (i) 1.25 times the dollar limitation of Code Section 415(b)(1)(A) in effect for the limitation year; or (ii) 1.4 times the Participant's average annual earnings for the three consecutive years that produce the highest average.

The defined contribution plan fraction is a fraction, the numerator of which is the sum of the Annual Additions to the Participant's Accounts under all defined contribution plans maintained by the Employer (whether or not terminated) for the current and all prior years, and the denominator of which is the sum of the lesser of the following amounts determined for such years and for each prior Year of Service with the Employer: (i) 1.25 times the dollar limitation in effect under Code Section 415(c)(1)(A) for such year; or (ii) 1.4 times the amount which may be taken into account under Code Section 415(c)(1)(B).

For any years in which the Plan is "top heavy" as defined in Section 12.02, "1.0" shall be substituted for "1.25" in the preceding two paragraphs.

As to each Participant, if, in any limitation year, the sum of the defined benefit plan fraction and the defined contribution plan fraction exceeds 1.0, the rate of benefit accruals under this Plan will be reduced so that the sum of the fractions equals 1.0.

(d) Adjustments. If the limitation described in this Section 4.04 is effective in limiting the amount to be allocated to the Accounts of a Participant for a Plan Year, the annual contributions hereunder will be reduced as necessary to bring them within the limitation, as follows:

(i) first, amounts attributable to the Participant's deferrals will be reduced. Such amounts will be returned to the Participant as cash Compensation and will be subject to all federal, state, municipal and/or county taxes and other deductions which would apply to cash Compensation;

(ii) second, the Employer matching contribution allocated to the Participant's Employer Matching Contributions Account will be reduced. The amount of the reduction will be credited to an unallocated Employer Matching Contributions Account and will reduce current or future Employer matching contributions; and

(iii) third, the Employer profit sharing contribution allocated to the Participant's Employer Profit Sharing Contributions Account will be reduced. The amount of the reduction will be credited to an unallocated Employer Profit Sharing Contributions Account and will reduce current or future Employer profit sharing contributions.

(e) Members of Controlled Group. The determination of the limitation on Annual Additions described in this

Section 4.04 will be made considering the Employees of all members of a controlled group of corporations or commonly controlled trades or businesses [as defined in Code Sections 414(b) and (c) as modified by Code Section 415(h)] or affiliated service groups [as defined in Code Section 414(m)] of which the Employer is a part as employed by a single employer. Such determination will be made assuming the phrase "more than 50%" is substituted for the phrase "at least 80%" each place it appears in Code Section 1563(a)(1).

4.05. Limitation of Reversion of Contributions

Except as provided in paragraphs (a) through (c) below, Employer contributions made under the Plan shall be held for the exclusive benefit of Participants and their Beneficiaries and may not revert to the Employer.

(a) In the case of a contribution which is made by the Employer by a mistake of fact, such contribution may be returned to the Employer within one year after it is contributed to the Plan.

(b) In the case of a contribution conditioned on the Plan's qualification under Code Section 401(a), if the Plan fails to qualify initially or fails to qualify as a result of an amendment, such contribution may be returned to the Employer within one year after the date that the Plan's qualification is denied.

(c) In the case of a contribution conditioned upon its deductibility under Code Section 404, to the extent the deduction is disallowed, the amount disallowed may be returned to the Employer within one year after the disallowance.

ARTICLE V

INVESTMENT OF CONTRIBUTIONS AND VALUATION OF FUNDS

5.01. Investment Funds

Each Participant will have his Employer Matching Contributions Account, his Rollover Account, his Employer Profit Sharing Contributions Account, his Employee Deferral Account and his Base Contributions Account invested in the Trust Fund.

5.02. Investment Fund Options

The Committee shall establish and maintain one or more Investment Funds for the investment of Participant contributions under the Plan. Each sum credited to a Participant's Employee Deferral Account and Rollover Account shall be invested in such

Investment Funds by the Trustee pursuant to directions received by the Committee from the Participant. Rules and regulations relating to Participant investment directions, including, but not limited to, the frequency with which such directions may be given and the minimum percentage of a Participant's Account that may be invested in a particular Investment Fund, shall be determined, from time to time, by the Committee.

5.03. Investment of Employer Contributions

Amounts credited to the Employer Matching Contributions Account, the Employer Profit Sharing Contributions Account and the Base Contributions Account of all Participants shall be invested by the Trustee in accordance with the provisions of the Trust Agreement.

5.04. Valuation of Trust Fund

As of each Valuation Date, the Trustee shall determine the current market value of the net assets of the Trust Fund, including the current market value of each Investment Fund established by the Committee pursuant to Section 5.02.

ARTICLE VI WITHDRAWALS WHILE EMPLOYED

6.01. Withdrawal of Employee Deferral Accounts

Except as provided in Section 3.01(f) and Section 3.03, the balance to the credit of a Participant in his Employee Deferral Account and his Base Contributions Account shall not be distributable until the Participant's retirement, death, disability, separation from service with the Employer, termination of the Plan (provided a total distribution is made and the Employer does not establish a successor plan), the date of the sale by the Employer of all of its assets (provided the affected Participant continues in the employ of the corporation acquiring such assets) or the date of the sale by the Employer of its interest in a subsidiary (provided the affected Participant continues in the employ of the subsidiary), except for any withdrawal distributions for hardship, if permitted under Section 6.02 of the Plan. No portion of a Participant's Employee Deferral Account or Base Contributions Account shall be distributable merely by reason of the completion of a stated period of participation or the lapse of a fixed number of years.

6.02. Hardship Withdrawals

Upon 30 days' written notice to the Committee and subject to Committee approval, a Participant may withdraw all or a

portion of his Employee Deferral Account (less income allocated to Participant deferrals after December 31, 1988) as of the Valuation Date immediately preceding his withdrawal request to the extent necessary to meet a financial hardship. The amount of any withdrawal under this section due to financial hardship shall not be less than \$100 nor in excess of the amount necessary to meet such financial hardship, plus amounts necessary to pay reasonably anticipated taxes and penalties on the hardship distribution. A Participant will not be permitted to withdraw any portion of his Base Contributions Account due to financial hardship. For purposes of the Plan, a financial hardship shall include the need for money for:

(a) expenses for or necessary to obtain medical care described in Section 213(d) of the Code for the Participant or the Participant's Spouse or dependents;

(b) costs directly related to the purchase (excluding mortgage payments) of a principal residence of the Participant;

(c) the payment of tuition and related educational fees for the next 12 months of post secondary education for the Participant or the Participant's Spouse, children or dependents;

(d) the prevention of the eviction of the Participant from his principal residence or the foreclosure on the mortgage of the Participant's principal residence; or

(e) any other reason added to the list of deemed immediate and heavy financial needs by the Commissioner of the Internal Revenue Service.

An application for withdrawal pursuant to this section may only be approved by the Committee if a Participant either (a) certifies that his financial need cannot be met by insurance, reasonable liquidation of assets (not itself creating a hardship), cessation of Participant deferrals, by other distributions or nontaxable loans from plans maintained by the Employer or by borrowing from commercial sources on reasonable commercial terms; or (b) elects to (i) suspend his Participant deferrals to this Plan and all other plans maintained by the Employer for a period of 12 months following his receipt of a hardship distribution pursuant to this section; and (ii) have his Participant deferrals to this Plan for his taxable year immediately following the taxable year of the hardship distribution limited to the applicable limit on Participant deferrals under Section 402(g) of the Code minus his Participant deferrals for the taxable year of the hardship distribution.

6.03. Amount and Payment of Withdrawals

All withdrawals under Article VI shall be effective as of the Valuation Date immediately preceding the date the Committee receives a timely withdrawal request from the Participant. The amount of such withdrawal shall be taken from the Participant's Account as of such Valuation Date and paid to the Participant, Subject to the provisions of Section 7.05, in a single lump sum as soon as administratively possible.

ARTICLE VII
AMOUNT AND DISTRIBUTION OF BENEFITS

7.01. Retirement Benefits

(a) Normal Retirement. The retirement benefit payable under the Plan in the case of a Participant whose employment with the Employer is terminated on or after his Normal Retirement Age shall be 100% of his Accounts on the Valuation Date following his termination of employment.

(b) Early Retirement. Any Participant who attains age 55 and has completed seven Years of Service with the Employer or an Affiliate is eligible for early retirement under the Plan. The retirement benefit payable under the Plan in the case of a Participant who is eligible for early retirement shall be 100% of his Accounts on the Valuation Date following his early retirement.

7.02. Death Benefits

The death benefit payable to a Beneficiary under the Plan in the case of a Participant whose employment with the Employer is terminated due to his death shall be 100% of his Accounts on the Valuation Date following the Participant's death.

7.03. Disability Benefits

The disability benefit payable under the Plan in the case of a Participant who becomes totally and permanently disabled shall be 100% of his Accounts on the Valuation Date following the date of his total and permanent disability. A Participant shall be deemed totally and permanently disabled on the date that it is established by a licensed physician selected by the Committee that he is not able to engage in any substantial gainful activity because of a medically determinable physical or mental impairment expected to result in death or to be of long, continued and indefinite duration. The determination of whether a Participant is totally and permanently disabled shall be made by the Committee in accordance with uniform principles which are consistently applied to all Participants.

7.04. Benefits Upon Termination of Employment

(a) The benefit payable under the Plan in the case of a Participant whose employment with the Employer is terminated for any reason other than retirement, death or disability shall be 100% of his Employee Deferral Account, 100% of his Base Contributions Account, 100% of his Rollover Account and the percentage of his Employer Matching Contributions Account and Employer Profit Sharing Contributions Account to which he is entitled pursuant to the vesting schedule contained in paragraph (b) of this Section 7.04 based upon such Participant's Years of Service with the Employer or an Affiliate at the time of his termination of employment. The Participant shall be entitled to the percentages of his Accounts, as described in the preceding sentence, as of the next Valuation Date following his termination of employment.

(b) Effective for Plan Year's beginning after December 31, 1988, amounts credited to a Participant's Employer Matching Contributions Account and Employer Profit Sharing Contributions Account shall become vested in such Participant and nonforfeitable in accordance with the following table:

YEARS OF SERVICE	VESTED PERCENTAGE
1	0
2	0
3	20
4	40
5	60
6	80
7	100

Notwithstanding the previous sentence, a Participant shall be fully vested in his Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account at his Normal Retirement Age, on the date of his death or on the date of his total and permanent disability. Further, any Participant who, on May 1, 1990 was credited with either one or two Years of Service shall remain vested in the percentage of his Employer Profit Sharing Contributions Account, as determined under the vesting schedule contained in the Profit Sharing Plan as of April 30, 1990.

(c) If an Employee whose employment has terminated is subsequently reemployed and he has incurred five or more consecutive Breaks in Service, all Years of Service after such Breaks in Service will be disregarded for the purpose of determining whether his Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account that accrued before such Breaks in Service are nonforfeitable. Such a Parti-

Participant's service prior to such Breaks in Service will count in determining whether Employer contributions allocated to his Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account after such Breaks in Service are nonforfeitable only if he had any nonforfeitable interest in his Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account at the time of his separation from service.

If an Employee whose employment has terminated is subsequently reemployed and he has not incurred five or more consecutive Breaks in Service, both his service prior to such Breaks in Service and his service after such Breaks in Service will count in determining whether Employer contributions allocated to his Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account both before and after such Breaks in Service are nonforfeitable.

Notwithstanding any provision in this paragraph, if a Participant receives a distribution of his vested Account balance upon his termination of employment, upon such Participant's reemployment with the Employer, his pre-break Years of Service shall be disregarded for determining whether his Account is nonforfeitable, unless such Participant repays the distribution to the Plan within the time period prescribed in Section 7.06(b).

7.05. Distribution of Benefits

(a) At the time a Participant becomes entitled to receive a distribution under the Plan, the Trustee, acting in accordance with the written instructions of the Committee, shall either make payment from the Trust Fund to such individual or individuals (i) in the automatic form of payment described in paragraph (b) which is applicable to such Participant; or (ii) in one of the optional forms of payment elected by such Participant pursuant to paragraph (c). In the event that a Beneficiary of a deceased Participant is entitled to a death benefit under the Plan, such death benefit shall be payable to the Beneficiary in one of the optional forms of payment, to be elected by the Beneficiary, provided under paragraph (c).

(b) Unless an optional form of payment is selected by the Participant under paragraph (c) pursuant to a Qualified Election within the 90-day period ending on the Annuity Starting Date, the benefit of a married Participant shall be paid in the form of a Qualified Joint and Survivor Annuity. Unless an optional form of payment is elected by the Participant under paragraph (c) within the 90-day period ending on the Annuity Starting Date, the benefit of an unmarried Participant shall be paid in the form of an annuity for his life.

(c) A Participant may elect, on forms provided by the Committee, to receive his benefit under the Plan in any of the following payment forms:

(i) a single lump sum payment;

(ii) equal monthly, quarterly, semiannual or annual installments, provided such installment payments comply with the provisions of paragraph (d) and are not paid over a period of time which exceeds ten years; or

(iii) an annuity contract from a legal reserve life insurance company authorized to do business, as selected by the Participant or, in the absence of such Participant selection, by the Committee.

(d) If a Participant's Accounts are to be distributed in other than an immediate lump sum, minimum periodic payments under the Plan must be paid over one of the following periods (or a combination thereof):

(i) the life of the Participant;

(ii) the life of the Participant and a designated Beneficiary;

(iii) a period certain not extending beyond the life expectancy of the Participant; or

(iv) a period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated Beneficiary.

If the Participant's Accounts are to be distributed in other than a lump sum, then the amount to be distributed each year must be at least an amount equal to the quotient obtained by dividing the total amount of the Participant's Accounts by the life expectancy of the Participant or joint and last survivor expectancy of the Participant and designated Beneficiary. If the Participant's Spouse is not the designated Beneficiary, the method of distribution selected must assure that at least 50% of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

If the distribution of the Participant's Accounts has begun and he dies before such Accounts have been distributed to him, the remaining portion of such Accounts will be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

Subject to the succeeding paragraph, if the Participant

dies before his distribution has begun, his Accounts shall be distributed within five years of his death unless (i) a portion of such Accounts is payable to or on behalf of a designated Beneficiary; (ii) such portion will be distributed over the life of such designated Beneficiary; and (iii) such distribution begins not later than one year after the date of the Participant's death (or such date as prescribed by the Secretary of Treasury).

Notwithstanding the preceding paragraph, if the designated Beneficiary is the Participant's Surviving Spouse, the date by which the distribution must commence under (iii) in the preceding paragraph shall be the date the Participant would have attained age 70 1/2. If the Surviving Spouse dies before distribution to said Spouse begins, this section shall apply as if the Surviving Spouse were the Participant. Life expectancy of a Surviving Spouse may be recalculated annually; however, in the case of any other designated Beneficiary, such life expectancy will be calculated at the time that payment first commences without further calculations. In addition, any amount paid to a child of the Participant will be treated as if it had been paid to the Surviving Spouse if the amount becomes payable to the Surviving Spouse when the child reaches the age of majority.

7.06. Timing of Distributions

(a) Distributions under the Plan pursuant to this Article VII will begin as soon as practicable, but, unless otherwise elected by the Participant, not later than 60 days following the end of the Plan Year in which the Participant attains his Normal Retirement Age, celebrates his tenth anniversary of participation in the Plan or terminates employment, whichever is latest. Effective for Plan Years beginning after December 31, 1988, in no event will the entire interest of a Participant be distributed, or commence to be distributed, later than April 1 following the year in which the Participant attains age 70 1/2.

(b) Notwithstanding the previous paragraph, if a Participant terminates service and the value of his nonforfeitable Accounts does not exceed (or at the time of any prior distribution did not exceed) \$3,500, the Participant shall receive a distribution of the value of the entire nonforfeitable portion of such Accounts as soon as administratively feasible following his termination of service; and the remainder of such Accounts will be treated as a Forfeiture. If a Participant terminates service and the value of his nonforfeitable Accounts exceed (or at the time of any prior distribution exceeded) \$3,500, the Participant may elect, with the written consent of his Spouse, if any, to receive a distribution of the value of his entire nonforfeitable Accounts as soon as administratively feasible following his termination of service; and the remainder of such Accounts will be treated as a Forfeiture. For purposes

of this paragraph, if the value of a Participant's nonforfeitable Accounts is zero, the Participant shall be deemed to have received a distribution of such nonforfeitable Accounts.

If a Participant receives a distribution pursuant to this paragraph (b) which is less than the value of his Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account and resumes employment covered under this Plan, the Participant's Accounts will be restored to the amount on the date of distribution if he repays to the Plan the full amount of his distribution before the earlier of (i) five years after the first date on which the Participant is subsequently reemployed by the Employer; or (ii) before he incurs five consecutive Breaks in Service following the date of distribution.

7.07. Eligible Rollover Distributions

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under the Plan, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution made on or after January 1, 1993 paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) The following definitions will apply for purposes of this section:

(i) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary; (B) any distribution that is for a specified period of ten years or more; (C) any distribution to the extent such distribution is required under Code Section 401(a)(9); and (D) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b),

an annuity plan described in Code Section 403(a) or a qualified trust described in Code Section 401(a) that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the Surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(iii) Distributee: A distributee includes an Employee or former Employee. In addition, the Spouse or Surviving Spouse of an Employee or former Employee is a distributee with regard to the interest of the Spouse or Surviving Spouse.

(iv) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE VIII DEFERRAL PLAN COMMITTEE

8.01. Appointment of Committee

A Deferral Plan Committee consisting of not less than three members shall be appointed by the Board of Directors of the Employer to administer the Plan. Vacancies in the Committee, which result from death, resignation or otherwise, shall be filled from time to time by appointment of a new Committee member by the Employer; and any member of the Committee may be removed at any time at the discretion of the Employer.

8.02. Powers and Duties

(a) The Committee shall, in its discretion, have full power to administer the Plan and to construe and apply all of its provisions on behalf of the Employer. The Employer shall be the Named Fiduciary within the meaning of Section 402(a) of ERISA for purposes of Plan administration. The Committee may delegate to any other person or organizations any of its powers and duties with respect to the operation of this Plan. The Committee's powers and duties, unless properly delegated, shall include, but shall not be limited to:

(i) deciding questions relating to eligibility, continuity of service and amount of benefits;

(ii) deciding disputes which may arise with regard to the rights of Employees, Participants and their legal representatives or Beneficiaries under the terms of the Plan. Such decisions by the Committee shall be deemed final in each case;

(iii) obtaining such information from the Employer with respect to its Employees as shall be necessary to determine the rights and benefits of such Employees under the Plan. The Committee may rely conclusively upon such information furnished by the Employer;

(iv) compiling and maintaining all records necessary for the Plan;

(v) furnishing the Employer, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate;

(vi) authorizing the Trustee to make payment of all benefits as they become payable under the Plan;

(vii) engaging such legal, administrative, actuarial, investment, accounting, consulting and other professional services as the Committee deems proper;

(viii) adopting rules and regulations for the administration of the Plan not inconsistent with the Plan;

(ix) doing and performing such other actions as may be provided for in other parts of this Plan.

(b) The Committee shall determine whether domestic relations orders represent "qualified domestic relations orders" as that term is defined in Code Section 414(p) or a successor provision. If the Committee determines the order is a qualified domestic relations order, it shall direct the manner and time of distribution pursuant to the order. Prior to such determination, the Committee shall promptly notify the Participant affected with respect to the order and any payee under the order of the receipt of the order. The Committee shall send such notices to the address set forth in the order, or if the address is not set forth therein, to the last known address. Such notice shall state that the Committee is in the process of determining whether the order is a qualified domestic relations order and such notice shall also permit a reasonable period under the circumstances for comment with respect to such determination. During such period, the Committee shall cause the amounts otherwise payable under the order to be segregated in a separate account. After the determination is made, the Committee shall notify the Participant and any payee under the order of such determination. Any payee may designate a representative for receipt of copies of notices sent to the payee with respect to the order.

8.03. Actions by the Committee

The Committee may act at a meeting, or in writing without a meeting, by the vote or assent of a majority of its members. The Committee shall appoint one of its members to act as a secretary to record all action taken by it. The Committee shall have authority to designate in writing one or more of its members as the person(s) authorized to execute papers and perform other ministerial duties on behalf of the Committee.

8.04. Interested Committee Members

No member of the Committee shall participate in any action of the Committee on a matter in which such member has a specialized individual interest as a Participant in the Plan. Such matters shall be determined by a majority of the remainder of the Committee.

8.05. Indemnification

The Employer shall indemnify and hold harmless any person who is or was a member of the Committee or any person who is or was an employee who performs or performed services with respect to the Plan against all liabilities and all reasonable expenses (including, without limitation, counsel fees and amounts paid in settlement other than to the Employer) incurred or paid in connection with any threatened or pending action, suit or proceeding to which such person (or his executor, administrator or other legal representative) may be made a party or in which such person may otherwise be involved by reason of the fact that he serves or has served as a member of the Committee or otherwise performs or has performed services with respect to the Plan; provided that (a) if such action, suit or proceeding shall be prosecuted against such person (or his executor, administrator or other legal representative) to final determination on the merits or otherwise, it shall not be finally adjudged in such action, suit or proceeding that such person is liable for gross negligence or willful misconduct in the performance of his duty to the Employer or the Plan in relation to the matter or matters in respect of which indemnification is claimed; or (b) if such action, suit or proceeding shall be settled or otherwise terminated as against such person (or his executor, administrator or other legal representative) without a final determination, it shall be determined that such person was not guilty of gross negligence or willful misconduct in the performance of his duty to the Employer or the Plan in relation to the matter or matters in respect of which indemnification is claimed, such determination to be made by a majority of the members of the Board of Directors of the Employer or by independent counsel to whom the

question may be referred by the Board of Directors.

The Employer's obligations under this section may be satisfied through the purchase of a policy or policies of insurance providing equivalent protection.

8.06. Conclusiveness of Action

Any action on matters within the discretion of the Committee shall be conclusive, final and binding upon all Participants of the Plan and upon all persons claiming any rights hereunder including Beneficiaries.

8.07. Payment of Expenses

The members of the Committee shall serve without compensation for services as such. Notwithstanding the preceding sentence, the Trust Fund shall reimburse the Committee and its members for all necessary and proper expenses incurred in carrying out their duties under the Plan. The compensation or fees of accountants, counsel and other specialists may be paid directly by the Employer or by the Trust Fund; and any other costs of administering the Plan or Trust may be charged to the Trust; and, at the discretion of the Employer, such costs may be reimbursed by the Employer.

8.08. Claims Procedure

(a) A Participant or Beneficiary or the Employer acting on behalf of such Participant or Beneficiary shall notify the Committee of a claim for benefits under the Plan. Such request shall be in writing to the Committee and shall set forth the basis of such claim and shall authorize the Committee to conduct such examinations as may be necessary for the Committee to determine, in its discretion, the validity of the claim and to take such steps as may be necessary to facilitate the payment of benefits to which the Participant or Beneficiary may be entitled under the terms of the Plan.

A decision by the Committee shall be made promptly and not later than 90 days after the Committee's receipt of the claim of benefits under the Plan, unless special circumstances require an extension of the time for processing; in which case, a decision shall be rendered as soon as possible, but not later than 180 days after the initial receipt of the claim for benefits.

(b) Whenever a claim for benefits by any Participant or Beneficiary has been denied by the Committee, a written notice prepared in a manner calculated to be understood by the Participant or Beneficiary must be provided setting forth

(i) the specific reasons for the denial;

(ii) the specific reference to the pertinent Plan provisions on which the denial is based;

(iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the Plan's claim review procedure.

(c) Upon denial of his claim by the Committee, a Participant or Beneficiary

(i) may request a review by a named fiduciary, other than the Committee, upon written application to the Plan;

(ii) may review pertinent Plan documents; and

(iii) may submit issues and comments in writing to a named fiduciary.

A Participant or Beneficiary shall have 60 days after receipt by the claimant of written notification of a denial of a claim to request a review of a denied claim.

A decision by a named fiduciary shall be made promptly and not later than 60 days after the named fiduciary's receipt of a request for review, unless special circumstances require an extension of the time for processing; in which case, a decision shall be rendered as soon as possible, but not later than 120 days after receipt of a request for review. The decision on review by a named fiduciary shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based.

ARTICLE IX AMENDMENT TO THE PLAN

9.01. Right to Amend

The Employer shall have the right at any time, by an instrument in writing, to modify, alter or amend this Plan in whole or in part; provided, however, that no such amendment shall in any way affect the vested rights of the Participants under this Plan. If an amendment changes the vested rights provided in

this Plan, effective for Plan Years beginning after December 31, 1988, each Participant having not less than three Years of Service may elect, during the period beginning when the amendment is adopted and ending no earlier than the latest of (a) 60 days after the amendment's adoption; (b) 60 days after the amendment's effective date; or (c) 60 days after the Participant is issued a written notice of the amendment, to have his vested rights computed without regard to such amendment. No amendment shall be made to this Plan which shall attempt to transfer any part of the corpus or income of the Trust to purposes other than the exclusive benefit of Participants and their Beneficiaries. No amendment to the Plan shall eliminate or reduce an early retirement benefit or eliminate an optional form of distribution.

9.02. Amendment Procedure

The Board of Directors of the Employer, an executive committee of the Board of Directors, or other committee of the Board of Directors or any executive officer to which or whom the Board of Directors delegates discretionary authority with respect to the Plan, may exercise the Employer's right to amend or terminate the Plan.

ARTICLE X TERMINATION OF THE PLAN

10.01. Right to Terminate

The Employer shall have the right to terminate the Plan in whole or in part at any time. In the event of a termination, partial termination or complete discontinuation of contributions, each affected Participant shall be 100% vested in the value of all his Accounts. Upon termination of the Plan, the Committee shall make payment of each Participant's Account in the automatic method of payment applicable to such Participant under Section 7.05. Notwithstanding the previous sentence, (a) the Account of a married Participant may be paid in a single lump sum payment pursuant to his election and the written consent of his Spouse pursuant to a Qualified Election; and (b) the Account of an unmarried Participant may be paid in a single lump sum payment pursuant to his election.

10.02. Plan Merger and Consolidation

If the Plan is merged or consolidated with any other plan, or if the assets or liabilities of the Plan are transferred to any other plan, each Participant shall be entitled to a distribution immediately after such merger, consolidation or transfer (determined as if such plan then terminated) at least equal to the distribution to which he would have been entitled had the Plan terminated immediately prior to such merger, con-

solidation or transfer.

10.03. Successor Employer

In the event of the dissolution, merger, consolidation or reorganization of the Employer, provision may be made by which the Plan and Trust will be continued by the successor; and, in that event, such successor shall be substituted for the Employer under the terms and provisions of this Trust Agreement upon the filing in writing of its election to do so with the Trustee and acceptance by the Trustee, and providing such successor meets the requirements of the Code. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor; and the successor shall have all of the powers, duties and responsibilities of the Employer under the Plan.

ARTICLE XI TRUST AND THE TRUSTEE

11.01. Employer to Select Trustee

The Employer shall select a Trustee to hold and invest the Trust Fund in accordance with the terms of a Trust Agreement. The Trustee shall be a bank or trust company incorporated under the laws of the United States or of any state and qualified to operate as a trustee or a combination of such entities or an individual. The Employer may, from time to time, change the Trustee then serving under the Trust Agreement to another Trustee or elect to terminate the Trust and hold the Plan assets in any other method acceptable under ERISA.

The Trustee shall invest, manage, acquire and dispose of the Plan's assets. However, the Employer may, in its sole discretion, retain an investment manager [as defined in Section 3(38) of ERISA] to direct the manner in which some or all of the Plan's assets are invested, managed, acquired or disposed of by the Trustee. The Trustee shall be the Named Fiduciary within the meaning of ERISA with respect to the investment, management and control of the Trust Fund, unless such duties are delegated to an investment manager or otherwise delegated under the terms of the Trust Agreement. The Trust Agreement may include provision for participation in a joint or associated Trust Fund or pooled separate account for the purpose of pooling investment experience.

ARTICLE XII TOP HEAVY PLAN PROVISIONS

12.01. Definitions

If the Plan is or becomes top heavy in any Plan Year, the provisions of this Article XII will supersede any conflicting provisions in the Plan. The following definitions and rules are necessary to comply with related federal tax requirements:

(a) Key Employee: Any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the determination period was (i) an officer of the Employer if such individual's annual compensation exceeds 50% of the dollar limitation under Code Section 415(b)(1)(A); (ii) an owner (or considered an owner under Code Section 318) of one of the ten largest interests in the Employer if such individual's annual compensation exceeds the dollar limitation under Code Section 415(c)(1)(A); (iii) a 5% owner of the Employer; or (iv) a 1% owner of the Employer who has annual compensation of more than \$150,000. For purposes of this section, annual compensation means compensation as defined in Code Section 415(c)(3), but including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the Employee's gross income under Code Section 125, 402(a)(8), 402(h) or 403(b). The determination period is the Plan Year containing the Determination Date and the four preceding Plan Years. The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the regulations thereunder.

(b) Non-Key Employee: Any Employee or former Employee of the Employer who is not a Key Employee. The Beneficiary of a Non-Key Employee will be treated as a Non-Key Employee, and the Beneficiary of a former Non-Key Employee will be treated as a former Non-Key Employee.

(c) Determination Date: For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year, the last day of such Plan Year.

(d) Permissive Aggregation Group: The Required Aggregation Group of plans plus any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code Sections 401(a)(4) and 410.

(e) Required Aggregation Group: (i) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the determination period (regardless of whether the Plan has terminated); and (ii) any other qualified plan of the Employer which enables a plan described in (i) to meet the requirements of Code Sections 401(a)(4) or 410.

(f) Top-Heavy Plan: The Plan, if it meets the requirements of Section 12.02.

12.02. Top Heavy Status

This Plan, and any other plans aggregated with it, will become top heavy pursuant to this Section 12.02, as of the Determination Date, if the present value of accrued benefits for Key Employees is more than 60% (90% in the case of "super top heavy") of the sum of the present value of accrued benefits of all Employees, excluding former Key Employees. In the case of more than one plan which is to be aggregated, the present value of the accrued benefits (including distributions for Key Employees and all Employees) is first determined separately for each plan as of each plan's determination date. The plans then will be aggregated by adding the results of each plan as of the determination dates for such plans that fall within the same calendar year. The combined results will indicate whether the plans are top heavy. For purposes of any plan that is aggregated with this Plan, such computations shall be made, for such plan, by using the interest rate and mortality assumptions contained in such plan.

The account balances and accrued benefits of a Participant who has not performed services for the Employer maintaining the Plan during the five-year period ending on the Determination Date will be disregarded.

The present value of accrued benefits as of the Determination Date for any individual is the sum of (a) the Account balance as of the most recent Valuation Date occurring within a 12-month period ending on the Determination Date; (b) an adjustment for contributions due as of the Determination Date; and (c) the aggregate distributions made with respect to such individual under the Plan during the five-year period ending on the Determination Date. For a profit sharing plan, the adjustment in (b) is generally the amount of contributions actually made after the Valuation Date but on or before the Determination Date.

In determining whether the Plan is top heavy, it must be aggregated with each plan included in the Required Aggregation Group. In addition, the Employer may aggregate plans included in the Permissive Aggregation Group.

12.03. Minimum Contributions

For each Plan Year in which the Plan is top heavy, each Participant who is a Non-Key Employee (including those Participants who did not complete 1,000 Hours of Service in the Plan Year) must receive an annual allocation of contributions and Forfeitures (disregarding Social Security benefits) equal to at least 3% of his Compensation; provided that, if the largest percentage of Compensation allocated to a Key Employee for a Plan Year is less than 3%, that largest percentage will be substituted

for 3%. For any year in which the Employer maintains a defined benefit plan in addition to this Plan, the requirements of this paragraph will be satisfied by providing each Non-Key Employee with the 2% minimum annual benefit provided under the top heavy provisions of the defined benefit plan. For any year in which the Employer maintains another defined contribution plan in addition to this Plan, the minimum benefit described in this paragraph shall be provided by such other defined contribution plan.

12.04. Top Heavy Vesting

For each Plan Year in which the Plan is top heavy, the following vesting schedule shall apply to amounts credited to a Participant's Employer Matching Contributions Account and Employer Profit Sharing Contributions Account:

YEARS OF SERVICE	NONFORFEITABLE PERCENTAGE
Less than 2	0
2	20
3	40
4	60
5	80
6 or more	100

Under no circumstances, however, will a Participant's vested interest be decreased as a result of the Plan becoming top heavy.

If at any time after becoming top heavy the Plan should cease to be top heavy, the vesting schedule contained in Section 7.04 shall again be applicable. However, any portion of a Participant's Employer Contributions Account that was nonforfeitable before the Plan ceased to be top heavy shall remain nonforfeitable. In addition, effective for Plan Years beginning after December 31, 1988, any Participant with three or more Years of Service at the time that the Plan ceased to be top heavy may elect to have the vesting schedule contained in this section remain applicable. The election period shall be the same as described in Section 9.01.

ARTICLE XIII MISCELLANEOUS

13.01. Voluntary Plan

The Plan is purely voluntary on the part of the Employer; and neither the establishment of the Plan nor any amendment thereof nor the creation of any fund or account nor the payment of any benefits shall be construed as giving any person a

legal or equitable right against the Employer, the Trustee or the Committee unless the same shall be specifically provided for in this Plan or conferred by affirmative action of the Committee or the Employer in accordance with the terms and provisions of this Plan. Nor shall such actions be construed as giving any Employee or Participant the right to be retained in the service of the Employer. All Employees and/or Participants shall remain subject to discharge to the same extent as though this Plan had not been established.

13.02. Forfeitures

Forfeitures from a Participant's Employer Matching Contributions Account resulting from termination of the Participant's employment shall be used to reduce present and future Employer matching contributions only when, after the Participant has incurred five consecutive Breaks in Service or has received a total distribution of his nonforfeitable Accounts, the Committee determines that the terminated Participant has no further right to such Forfeitures. Forfeitures from a Participant's Employer Profit Sharing Contributions Account resulting from termination of the Participant's employment shall be allocated to the Employer Profit Sharing Contributions Accounts of all remaining Participants in the same manner that Employer profit sharing contributions are allocated pursuant to Section 3.02(d) only when, after the Participant has incurred five consecutive Breaks in Service or has received a total distribution of his nonforfeitable Accounts, the Committee determines that the terminated Participant has no further right to such Forfeitures. In the event that a Participant who received a distribution of his nonforfeitable Accounts returns to the employment of the Employer before he incurs five consecutive Breaks in Service, the forfeited portion of his Employer Matching Contributions Account and his Employer Profit Sharing Contributions Account shall be restored to such Accounts first from Forfeitures available in that year and then from additional Employer contributions, if necessary.

13.03. Designation of Dates

Whenever any date designated herein shall fall on a Saturday, Sunday or holiday, the next succeeding day which is not a Saturday, Sunday or holiday will be substituted therefor, except that where a date is designated as the last day of a period and such date falls on a Saturday, Sunday or holiday, the next preceding day which is not a Saturday, Sunday or holiday shall be substituted therefor.

13.04. Non-alienation of Benefits

Participants and their Beneficiaries shall be entitled

to all the benefits specifically set out under the terms of the Plan, but said benefits or any of the property rights therein shall not be assignable or distributable to any creditor or other claimant of such Participant. A Participant shall not have the right to anticipate, assign, pledge, accelerate or in any way dispose of or encumber any of the monies or benefits or other property which may be payable or become payable to such Participant or his Beneficiary. The preceding sentence shall also apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Code Section 414(p) and determined pursuant to Section 8.02(b) of the Plan, or any domestic relations order entered before January 1, 1985. In addition to the methods of benefits payment otherwise provided under the Plan, effective January 1, 1995, a qualified domestic relations order may provide for an immediate lump sum distribution to the alternate payee named therein upon the determination by the Committee that the order constitutes a qualified domestic relations order, subject to the Qualified Joint and Survivor Annuity rules of Section 7.05.

13.05. Participant Loans

Participant loans were not permitted under the Profit Sharing Plan on or after June 1, 1987. No Participant loans will be permitted under the terms of this Plan. Notwithstanding the foregoing, Participant loans issued to participants in the Owens Country Sausage, Inc. Employee Retirement Plan prior to June 1, 1987 which were assumed by the Profit Sharing Plan shall continue to be administered, until they have been retired, in accordance with the terms and conditions contained in Article XI of the Profit Sharing Plan.

13.06. Inability to Receive Benefits

If the Committee receives evidence that (a) a person entitled to receive any payment under the Plan is physically or mentally incompetent to receive payment and to give a valid release therefor; and (b) another person or an institution is then maintaining or has custody of such person and no guardian, committee or other representative of the estate of such person has been duly appointed by a court of competent jurisdiction, such payment may be made to such other person or institution referred to in (b) above. The release to such other person or institution shall be a valid and complete discharge for the payment.

13.07. Lost Participants

If the Committee is unable, after reasonable and

diligent effort, to locate a Participant or Beneficiary who is entitled to payment under the Plan, the payment due such person shall become a Forfeiture; provided, however, that if the Participant or Beneficiary later files a claim for his benefit, it shall be reinstated. Notification by certified or registered mail to the last known address of the Participant or Beneficiary shall be deemed a reasonable and diligent effort to locate such person.

13.08. Limitation of Rights

Nothing in the Plan, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or association other than the Employer, the Participants and their successors in interest any right, remedy or claim under or by reason of this Plan.

13.09. Gender

Whenever used in this Plan, the masculine pronoun refers to both men and women.

13.10. Invalid Provision

In case any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan; but this Plan shall be construed and enforced as if said illegal and invalid provision(s) had never been inserted herein.

13.11. Notice Requirements

In the case of a Qualified Joint and Survivor Annuity, the Committee shall, no less than 30 days and no more than 90 days prior to the Annuity Starting Date, provide each Participant a written explanation of (a) the terms and conditions of a Qualified Joint and Survivor Annuity; (b) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (c) the rights of a Participant's Spouse; and (d) the right to make and the effect of a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

13.12. One Plan

This Plan may be executed in any number of counterparts, each of which shall be deemed an original; and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

13.13. Governing Law

The Plan shall be governed by and construed in accordance with the federal laws governing employee benefit plans qualified under the Code and in accordance with the local laws of the State of Ohio where such laws are not in conflict with the aforementioned federal laws.

Executed effective January 1, 1994, unless otherwise specifically stated herein.

BOB EVANS FARMS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit 10(b)

BOB EVANS FARMS, INC. AND AFFILIATES
401K RETIREMENT PLAN SUMMARY PLAN DESCRIPTION

BOB EVANS FARMS, INC. AND AFFILIATES

401K RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

Date of Publication: January 1, 1995

NOTICE

This document is a SUMMARY of certain material provisions of the Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan. Because it is only a summary, and because it has been prepared for the purpose of trying to make certain provisions of an extremely complex plan easier for you to understand, it cannot--and does not--contain all the information you would need to know in order to fully understand the Plan. A copy of the full text of the Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan is available from the Plan Administrative Committee and you are urged to review the full text before making any decision about your retirement benefits.

BOB EVANS FARMS, INC. AND AFFILIATES

401K RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

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BOB EVANS FARMS, INC. AND AFFILIATES

401K RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

I. INTRODUCTION

This Summary Plan Description ("SPD") outlines the main

features of the Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan which is in effect as of January 1, 1995 ("Plan"). As noted on the cover page of this document, this SPD contains only a summary of certain provisions of the Plan. It does not contain all the information you would need to know in order to fully understand the Plan. A copy of the complete Plan is available for your inspection at the office of the Plan Administrative Committee (the "Committee"), whose address is provided in the "General Information" section of this SPD. In addition, if you have any questions that are not answered by this SPD, you should feel free to direct those questions to the Committee.

IN THE CASE OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS SPD AND THE COMPLETE PLAN, THE PROVISIONS OF THE COMPLETE PLAN WILL CONTROL.

For purposes of this SPD, the term "Employer" means Bob Evans Farms, Inc.

II. PARTICIPATION AND ELIGIBILITY

A. Eligibility Requirements

The Plan covers all employees of the Employer, except leased employees and union employees.

If you are a member of the class of employees covered under the Plan, you will be eligible to participate in this Plan on the January 1st or July 1st immediately following the date on which you satisfy both of the following requirements:

- you attain age 21; and
- you have completed 12 consecutive months of service with the Employer (measured from your date of hire and anniversaries of such date) in which you are credited with at least 1,000 hours of service.

B. Enrollment

At the time that you become eligible to participate in the Plan, you will receive an enrollment form. To enroll in the Plan, you must complete this form, sign it and return it to the 401K Coordinator at the Employer's general offices. When completing the enrollment form, you will elect the amount of your compensation that you wish to contribute to the Plan as participant salary deferrals (see Section III.A. of this SPD), choose your investment funds (see Section IV of this SPD) and designate your beneficiary to receive any death benefit under the Plan (see

Section VI of this SPD). If you do not wish to make participant salary deferral contributions to the Plan, you must indicate that on the enrollment form. If upon your initial eligibility to participate in the Plan you elect not to make participant salary deferral contributions, you may elect to make such contributions beginning on the first payroll after any January 1st, April 1st, July 1st and/or October 1st, provided you complete a new enrollment form at least 20 days prior to such January 1st, April 1st, July 1st or October 1st.

C. Former Employee Who is Rehired

If you are a participant in the Plan and then your employment with the Employer is terminated, your participation in the Plan will terminate. If you are later reemployed by the Employer, you may rejoin the Plan on the January 1 or July 1 coinciding with or following the date of your reemployment. If you were not a participant in the Plan at the time that your employment with the Employer was terminated and you are rehired, you will be eligible to participate in the Plan on the January 1st or July 1st following the date on which you satisfy the requirements of Part A of this Section II.

III. CONTRIBUTIONS

A. Participant Salary Deferrals

Each year, you may defer and authorize the Employer to contribute to the Plan on your behalf up to the lesser of the maximum dollar amount permitted by law or 15% of your compensation for that year. The maximum dollar amount is subject to change each year, based on inflation. You will be notified by the Committee each time that this amount is changed. If you do not elect to make salary deferral contributions through regular payroll deductions and if you receive a lump sum cash bonus from the Employer during the Plan Year, you may elect to have a portion of the bonus contributed to the Plan as a salary deferral, provided you so elect in writing within five days of the date that you are to receive such bonus.

Note: If you are a "Highly Compensated Employee" of the Employer, the amount of your salary deferrals may be further limited, based upon the amount of salary deferrals made by all Non-Highly Compensated Employees. If your contributions are limited, you will be advised by the Committee. For purposes of the Plan, "Highly Compensated Employees" include certain owners, officers and executives of the Employer.

If you elect to make contributions to the Plan through

payroll deductions, you may change the amount of your regular contribution to the Plan beginning on the first payroll after any January 1st, April 1st, July 1st or October 1st, provided your request for change in amount is made in writing and received by the Committee within 20 days of such date. If you do not change your election form, the percentage of your compensation that you elected to contribute to the Plan during the preceding calendar quarter will continue in effect for the next year. For example, if you elect to contribute 3% of each paycheck to the Plan during the first quarter of 1995 and do not submit a new election form to the Committee on or before March 11, 1995, your election to contribute 3% of each paycheck will continue during the second quarter of 1995. You may stop your salary deferral contributions to the Plan at any time by giving the Committee at least 20 days' notice in writing. If you stop your contributions completely, you will be able to restart such contributions at any time by completing and submitting an Enrollment Change Form to the Committee.

Note: If your total designated payroll deductions (including salary deferral contributions under this Plan, payments for your health insurance and other contributions to the Employer's Flexible Benefit Plan) exceed the amount payable to you during a payroll period which is subject to income tax withholding, no deductions will be made from your check for that payroll period. As a result, no salary deferral contributions will be made to the Plan for such a payroll period.

Your salary deferrals and the earnings on such deferrals are tax deferred. This means you pay no income tax on the amounts you contribute as salary deferrals until they are withdrawn from your account. Your salary deferrals go directly into your account before federal and, generally, before state taxes are taken out. This lowers your taxable income and, therefore, lowers the current income taxes you have to pay.

If you are not already saving part of your compensation, the tax advantages of the Plan offer an attractive way for you to begin saving for retirement. If you currently are saving part of your compensation after taxes, the Plan allows you to save the same amount or even more, while you defer current taxes and increase your spendable income. Here are some examples:

Example 1

Assume you are single, your annual compensation is \$10,000, you claim one exemption for federal income tax purposes and you claim the standard deduction. This example points out the advantages of saving \$5 per week

(\$260 annually) before taxes rather than after taxes.

	Savings After Taxes	Savings Under the Plan
Annual Compensation	\$10,000	\$10,000
Before Tax Savings	0	(260)
Taxable Earnings	\$10,000	\$ 9,740
Taxes:		
Federal Income Tax	(735)	(696)
Social Security Taxes	(765)	(765)
State Income Tax	(200)	(195)
After-Tax Savings	(260)	-0-
Spendable Income	\$ 8,040	\$ 8,084
Increase in Spendable Income Through Before-Tax Savings		\$ 44

Example 2

Assume you are married and filing a joint return and your annual compensation is \$20,000. You claim three exemptions for federal income tax purposes and you claim the standard deduction. This example points out the advantages of saving \$20 per week (\$1,040 annually) before taxes rather than after taxes.

	Savings After Taxes	Savings Under the Plan
Annual Compensation	\$20,000	\$20,000
Before Tax Savings	-0-	(1,040)
Taxable Earnings	\$20,000	\$18,960
Taxes:		
Federal Income Tax	(1,320)	(1,164)
Social Security Taxes	(1,530)	(1,530)
State Income Tax	(400)	(379)
After-Tax Savings	(1,040)	-0-
Spendable Income	\$15,710	\$15,887
Increase in Spendable Income Through Before-Tax Savings		\$ 177

Example 3

Assume you are married and filing a joint return and your annual compensation is \$45,000. You claim three exemptions for federal income tax purposes and you claim the standard deduction. This example points out

the advantages of saving \$50 per week (\$2,600 annually) before taxes rather than after taxes.

	Savings After Taxes	Savings Under the Plan
Annual Compensation	\$45,000	\$45,000
Before Tax Savings	-0-	(2,600)
Taxable Earnings	\$45,000	\$42,400
Taxes:		
Federal Income Tax	(5,441)	(4,713)
Social Security Taxes	(3,443)	(3,443)
State Income Tax	(900)	(848)
After-Tax Savings	(2,600)	-0-
Spendable Income	\$32,616	\$33,396
Increase in Spendable Income Through Before-Tax Savings		\$ 780

In addition to the savings shown in the above examples, you must also consider that contributions made to the Plan will, generally, grow at a faster rate than amounts saved in an individual savings account after taxes, because the earnings on amounts saved in the Plan will be free from federal and state income tax, until distributed; whereas, annual earnings on amounts saved in an individual savings account will be taxed each year by both the federal and state governments.

B. Employer Contributions

In addition to your contributions, each year, the Employer, in the discretion of its Board of Directors, may make contributions to the Plan. Employer contributions may be made to the Plan in one, or in a combination of, the following forms:

- base contributions
- matching contributions
- profit sharing contributions

1. Base Contributions

This type of contribution is an identical flat dollar contribution made on behalf of each participant in the Plan, even those participants who do not make participant salary deferral contributions during the year. For example, the Employer's Board of Directors might decide to contribute \$100 to the Plan on behalf of each participant. To be eligible to receive this type of contribution, you must be a participant in

the Plan who worked at least 1,000 hours for the Employer during the Plan Year for which the contribution is made. Base contributions made to the Plan by the Employer will be treated like participant salary deferral contributions; therefore, you will always be 100% vested (see Section VII of this SPD) in such contributions made on your behalf.

Base contributions, if any, will be made to the Plan separately for the employees of each division of the Employer. That is, the Employer's Board of Directors will establish, each year, the amount of the base contributions to be made to the Plan on behalf of employees of Owens Country Sausage, Inc.; employees of the restaurant division of Bob Evans Farms, Inc., employees of the sausage division of Bob Evans Farms, Inc., and employees of the administrative group of Bob Evans Farms, Inc., employees of Hickory Specialties and employees of Mrs. Giles Country Kitchen.

2. Matching Contributions

This type of contribution is made by the Employer to match a portion of your salary deferral contributions. The amount of this matching contribution, if any, will be determined annually by the Employer's Board of Directors. To be eligible to receive this type of contribution, you must have made salary deferral contributions to the Plan during the Plan Year for which the contribution is made and be employed by the Employer on the last day of such Plan Year (December 31st).

3. Profit Sharing Contributions

This type of contribution is similar to the annual contribution previously made by the Employer to the Profit Sharing Plan. Under this type of contribution, the Employer contributes a specified amount which is divided, on a pro-rata basis, among all participants who are eligible to share in such contribution. If the Employer's Board of Directors elects to make a profit sharing contribution to the Plan, such contribution will be allocated to each participant in the Plan (even those who did not make salary deferrals), based upon the ratio of his or her compensation for the Plan Year for which such contribution is made compared to the total compensation paid to all participants for such Plan Year. To be eligible to receive this type of contribution, you must be a participant in the Plan who is employed by the Employer on the last day of the Plan Year for which such contribution is made (December 31st).

C. Rollover Contributions

To the extent permitted by the Committee, each employee of the Employer may "roll over" into the Plan, distributions from other qualified plans or certain individual retirement accounts

(IRA's). Such contributions will be known as "rollover contributions."

D. Limitations on Contributions

Annual additions to your account in the Plan may not exceed the lesser of \$30,000 (or higher if authorized by government regulations) or 25% of your Compensation. Generally, annual additions to your account will include:

- (a) your salary deferrals;
- (b) Employer base contributions, if any;
- (c) Employer matching contributions, if any; and
- (d) Employer profit sharing contributions, if any.

E. Compensation

For purposes of this Plan, generally, "Compensation" includes all cash compensation reflected on your Form W-2 plus any Participant deferrals made to this Plan and contributions made to the Employer's cafeteria plan. However, pursuant to current law, for purposes of the Plan, annual compensation in excess of \$150,000 (increased by the IRS) will not be considered.

IV. INVESTMENT OF PLAN ASSETS

Each month your salary deferrals will be deposited into an account held in your name. The earnings on these contributions will be added to your account balance on a quarterly basis. The Employer's contributions (base, matching and profit sharing) will be allocated, on an annual basis, to separate accounts held in your name and also yield earnings which will be credited to such accounts. In the discretion of the Employer, expenses incurred in the administration of the Plan may be charged against any earnings from the investment of Plan assets. Once per Plan Year you will receive a written statement regarding the amounts credited to your accounts under the Plan.

The Committee will establish one or more Investment Funds for the investment of your salary deferral contributions and rollover contributions (if any) under the Plan. The Trustee, or investment managers hired by the Employer, will choose how the Employer's contributions (base, matching and profit sharing) will be invested. You will direct how your salary deferral contributions, if any, and rollover contributions, if any, will be invested (pursuant to rules established by the Committee) between the available Investment Funds. Periodically, the

Committee will provide you with an explanation of the Investment Funds to which you may direct your investments. Once each year (prior to January 1st), you may elect to change the percentages of your contributions which are allocated among the available Investment Funds. If you do not change your election, your investments will remain the same as they were in the preceding year.

V. RETIREMENT BENEFITS

A. When You Can Retire

You can retire and receive your retirement benefit under the Plan on any one of the following dates:

- Normal Retirement Date: Your 62nd birthday.
- Early Retirement Date: You may retire early following your 55th birthday, provided you have completed at least 7 years of service with the Employer.
- Late Retirement Date: You may continue to work for the Employer past age 62. If you continue to work past age 62, your late retirement date will be the date you actually retire.
- Disability Retirement Date: You may retire and receive a retirement benefit, if you are determined by the Committee to be totally and permanently disabled.

B. Amount of Retirement Benefits

At normal, early or late retirement, you will be entitled to receive the value of your account as of the March 31st, June 30th, September 30th or December 31st following your retirement date. This amount will include:

- your salary deferrals, with earnings, if any, as of such date;
- your rollover contributions, with earnings, if any, as of such date; and
- the Employer's contributions (base, matching and profit sharing), with earnings, if any, as of such date.

C. Disability Retirement

If you become totally and permanently disabled, you will receive a disability retirement benefit under the Plan equal to the value of your account as of the March 31st, June 30th, September 30th or December 31st following the date of your disability. You are considered "totally and permanently disabled" if a licensed physician selected by the Committee determines that you are unable to engage in any substantial gainful activity because of a medically determinable physical or mental impairment expected to result in your death or to be of long, continued and indefinite duration.

D. Payment of Retirement Benefits

Retirement and disability retirement benefits can be paid to you in one of several ways. All payment methods are equal in value, but monthly benefit amounts will differ depending on the payment form you select. If you choose a form that guarantees continued benefits to a beneficiary after your death, the monthly benefit payable during your life will be actuarially reduced to provide that guarantee.

1. Automatic Payment Form

If you are married at the time that you are eligible to receive your benefit, such benefit will be paid automatically as a 50% joint and survivor annuity with your spouse as beneficiary unless you elect an optional form of payment (with the written consent of your spouse) within 90 days of the date on which benefit payments would begin. This payment method provides monthly benefits for your lifetime with a guarantee that when you die, 50% of your monthly benefit will be paid to your spouse for his or her lifetime.

If you are not married when you are eligible for your benefit and you do not elect a payment option (see "Optional Payment Forms" below), your retirement benefit will be paid automatically as a life annuity. This option provides monthly benefits for your lifetime. Payments stop when you die.

2. Optional Payment Forms

You may elect to receive your benefit under the Plan in a form other than those described above. These options include (i) a lump-sum payment; (ii) periodic payments (monthly, quarterly, semiannually or annually) over a period of time not to exceed ten years; or (iii) payment pursuant to an annuity contract purchased from a life insurance company.

If you are married at the time that you are eligible for retirement or disability retirement benefits and you

elect a payment option other than the Automatic Payment Form described above (50% joint and survivor annuity), your spouse's written consent to such election will be required. The consent must be witnessed by a notary public or a Plan representative and include a statement acknowledging that your spouse is waiving benefits to which he or she is entitled under the law.

For purposes of this Plan, your "spouse" is the person to whom you are married at the time that you are eligible for benefits or, to the extent provided in a Qualified Domestic Relations Order, any individual to whom you were formerly married.

3. Direct Transfer and Withholding Rules

Beginning January 1, 1993, new rules took effect with respect to withholding of federal income tax on many forms of Plan distributions. In many cases, the Committee may be required to withhold taxes on distributions that are made to you unless the Committee makes the distribution on your behalf directly to an IRA or to another qualified retirement plan. The Committee will give you more information about these new rules before you receive any distributions under the Plan.

4. When Benefits Must Be Paid

You must begin to receive your benefits under the Plan by the April 1st following the calendar year in which you attain age 70 1/2, even if you are still employed by the Employer.

VI. DEATH BENEFITS

If you die before retirement while still employed by the Employer, your designated beneficiary or beneficiaries will receive the value of your account under the Plan as of the March 31st, June 30th, September 30th or December 31st following the date of your death. You are required to keep on file with the Committee a written designation of one or more beneficiaries who, if you should die, would receive this death benefit. The value of your account will be paid to the beneficiary or beneficiaries you named upon your death in one of the optional payment forms, elected by the beneficiary, described in Section V.D.2.

If, at the time of your death, you are married, your spouse will automatically be considered the sole primary beneficiary of your death benefit under the Plan, unless he/she had earlier (prior to your death) consented in writing to the designation of an alternate beneficiary or beneficiaries.

If your spouse has validly waived any right to your death benefit or your spouse cannot be located in order to waive such right, your benefit will be paid to any beneficiary you have chosen.

For purposes of this section, your "spouse" is the person to whom you are married at the time of your death or, to the extent provided in a Qualified Domestic Relations Order, any individual to whom you were formerly married.

VII. TERMINATION BENEFITS

A. If Your Employment is Terminated Before Retirement, Death or Disability

If your employment with the Employer is terminated for any reason prior to your retirement, disability or death, you may still be entitled to a benefit under the Plan. You will be entitled to a benefit upon your termination of employment with the Employer only if you are vested in some part of the total value of your account. To be "vested" means to have a nonforfeitable right to a benefit from the Plan.

How much of your account is vested depends partly on where the money in your account comes from and partly on how long you have worked for the Employer. The portion of the value of your account derived from your salary deferrals, from Employer base contributions and from your rollover contributions are always fully vested. All Employer matching and profit sharing contributions vest over time, based upon your years of service with the Employer, in accordance with the following schedule:

Years of Service	Vested Percentage
1	0%
2	0%
3	20%
4	40%
5	60%
6	80%
7	100%

If your employment with the Employer is terminated prior to your retirement, disability or death, you will be entitled to receive the vested value of your account as of the March 31st, June 30th, September 30th or December 31st following the date of your termination of employment. For purposes of determining your vested portion of the Employer matching and profit sharing contributions credited to your account, your

"years of service" are all Plan Years in which you complete at least 1,000 hours of service for the Employer.

If you terminate your employment with the Employer prior to retirement, disability or death, and the vested value of your account does not exceed (or at the time of any prior distribution did not exceed) \$3,500, the Committee will have the Plan pay your benefit as soon as administratively possible, in one lump sum. And, if the vested value of your account exceeds (or at the time of any prior distribution exceeded) \$3,500, the Committee will pay your benefit as soon as administratively possible, in one lump sum, but only if the Committee obtains your written consent and the written consent of your spouse, if you have one. If you (and your spouse, if applicable) do not consent to a lump-sum distribution of your vested account in excess of \$3,500, such vested account will be paid to you in accordance with the provisions of Section V.D. at the time that you would have otherwise been eligible for either early or normal retirement.

B. If Your Employment is Terminated and Then You Are Rehired

1. Vested Employees Who Have Not Received Benefits

If you are vested in any part of the portion of your account which is attributable to Employer matching and profit sharing contributions when your employment with the Employer is terminated and you do not receive a distribution of such account upon your termination of employment, if you are later rehired, the "years of service" you accumulated before you left will be added to the years of service you earn after you return in calculating the vested value of your account. This rule applies no matter how long you are gone from the Employer.

2. Non-Vested Employees

If you are not vested in any part of the portion of your account which is attributable to Employer matching and profit sharing contributions when your employment with the Employer is terminated (you had less than three years of service) and you are later rehired, the years of service you earned before you left will be counted in calculating the vested value of your account only if you are gone less than five years.

Example:

Assume you leave the Employer and are rehired four years later. Since you were gone less than five years, the years of service you earned before you left will be added to your years of service after your return in

determining the vested value of the portion of your account which is attributable to Employer matching and profit sharing contributions. Therefore, if you had one year of service when you left and you work four years after your return, you would be considered to have five years of service.

3. Vested Employees--Payment of Partial Benefits at Termination

If at the time you terminate employment (a) you are vested in some but not all of the Employer matching and profit sharing contributions which have been allocated to your account; and (b) you are paid the full amount of your vested benefits, then, if you return to work, you will lose your rights in the unvested portion of the Employer matching and profit sharing contributions that were allocated to your account at the time of your termination unless you repay the full amount of the vested benefits that were distributed to you by the earlier of:

- five years after the date on which you are rehired, or
- the date on which you incur five consecutive one-year breaks in service.

Example

Assume that at the time you terminate the Employer had contributed \$1,000 to your account and that you were then vested in 40% of that amount (\$400). Assume further that, at the time of your termination, the \$400 vested amount was paid to you in full. Under those facts, if you return to work but do not repay the \$400 within the time periods stated above, your right to the portion of your account which was unvested at the time of your termination (\$600) will be completely forfeited. However, if you repay the \$400 within the time period stated above, your rights in the \$600 will be reinstated and the years of service that you earn after your return to work will be counted in determining your vested rights in that \$600.

4. Vested Employees--Rehired After Applying For Distribution, but Prior to Receipt of Distribution

If you terminate your employment and apply for a distribution of your vested account, but are reemployed by the Employer before you receive that distribution, your application for distribution will be considered void. However, upon your reemployment, your account balance will remain unchanged and you

will be eligible to again make Participant deferrals to the Plan.

C. Forfeitures

If you are not vested in the entire value of your account when your employment with the Employer is terminated and you incur five consecutive one-year breaks in service, you will forfeit the non-vested portion of such account. Also, if your employment with the Employer is terminated and you receive a distribution of the vested portion of your account, you will forfeit the non-vested portion of such account immediately upon receiving your distribution. A one-year break in service for purposes of the Plan is any Plan Year in which you are not credited with at least 501 hours of service.

Forfeitures from participant accounts arising each Plan Year from profit sharing contributions will be allocated to the accounts of all remaining participants in the same way that profit sharing contributions are allocated (see Section III). Forfeitures arising each Plan Year from Employer matching contributions will be used to reduce Employer matching contributions to be made in the year in which such forfeitures arise.

VIII. WITHDRAWALS WHILE EMPLOYED

Under federal law and the provisions of the Plan, the portion of your account contributed as salary deferrals and Employer base contributions may be distributed to you or your beneficiary only after the earliest occurrence of the following events:

- your separation from service with the Employer;
- your death;
- your disability;
- your retirement; or
- termination of the Plan (provided a total distribution is made and the Employer does not establish a successor plan).

However, subject to Committee approval, you may, upon 30 days' written notice to the Committee, withdraw your salary deferral contributions (but not earnings on such contributions) if you are experiencing a financial hardship. For this purpose, a financial hardship is any of the following:

- medical expenses incurred by you, your spouse or

dependents;

- costs directly related to purchase (excluding mortgage payments) of your principal residence;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you, your spouse, children or dependents; or
- expenditures to stave off eviction from your principal residence or foreclosure of a mortgage on the same.

In addition, in order to receive a distribution due to financial hardship under the Plan, you must either

- certify to the Committee that you have no other source of funds to meet such hardship; or
- agree to cease making salary deferral contributions to the Plan for a period of 12 months.

If you are eligible for a hardship distribution, the amount of such distribution must be at least \$100 and may not exceed the amount necessary to meet your financial hardship plus amounts reasonably anticipated to pay taxes and penalties on such distribution. Under present law, amounts withdrawn from your salary deferral contributions may be subject to a 10% federal excise tax in addition to regular income taxes. Also, your hardship distribution (if \$200 or more) will be subject to the 20% withholding requirement on all distributions which are not directly transferred to either an IRA or to another qualified retirement plan.

IX. WHEN BENEFITS UNDER THE PLAN MAY NOT BE PAYABLE

In certain situations, you may not receive benefits or you may receive smaller benefits than you expected. These situations include:

- if you terminate employment with the Employer before becoming a participant in the Plan;
- if you leave the Employer before becoming fully vested in your entire account;
- if the value of the investments in the trust fund falls below the amounts paid for them;
- if you or your beneficiary fail to make a timely

appeal for denied benefits; or

- if the Committee cannot locate you when your benefit is payable. Neither the Trustee nor the Committee is obligated to search for either you or your beneficiary. It is important that you or your beneficiary keep a current address on file with the Committee.

X. PLAN TERMINATION INSURANCE

Because this is a defined contribution plan, benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 ("ERISA"). A defined contribution plan is, by definition, a "fully funded" plan which assumes that benefits to be provided by the Plan will be available to participants in the event of Plan termination.

XI. TOP HEAVY PROVISIONS

Under the tax laws, the Plan is required to contain provisions which will become operative if it becomes "top heavy" sometime in the future. A plan is considered top heavy only if the value of the accounts of key employees is more than 60% of the sum of the accounts of all employees. For this purpose, "key employees" include certain officers and shareholders of the Employer as described in Section 416(i) of the Internal Revenue Code. In view of the large number of non-key employees benefited by this Plan, it is very unlikely that the Plan will ever become top heavy. If it does, vesting would accelerate and certain minimum allocations would have to be provided by the Employer. A more detailed explanation of these provisions will be provided if and when the Plan becomes top heavy.

XII. CLAIMS AND APPEALS PROCEDURES

About 90 days before you plan to retire, you should obtain a retirement benefit application form from the Committee. In completing the form you should specify the method of payment and the date you want payments to begin. Normally, you will receive information on the different forms of payment within a reasonable time before your retirement date. If for any reason you do not receive this information, contact the Committee. Proofs of applicable dates, such as birth certificates for you and your spouse, may be required. The form, along with the required proofs, should be submitted to the Committee. You may change your payment election at any time before you retire and

benefit payments begin. However, if you are married, your spouse must consent in writing to certain changes in beneficiary or mode of payment. Any claim for disability, death or termination benefits should also be submitted, in writing, to the Committee by either you or your beneficiary (in the case of your death) within 90 days of the date benefits would be paid from the Plan.

The Committee will review the application form and all proofs and will decide whether or not a benefit is actually due. In some cases, your claim for benefits may be denied.

If your claim is denied, in whole or in part, you will receive a written notice of the denial, including:

- the specific reasons for the denial;
- the Plan provisions on which the denial is based;
- any additional information or material necessary to complete the claim along with an explanation of why it is needed; and
- an explanation of the Plan's claim review procedures.

If you feel the determination is incorrect, you have the right to have the benefit denial reviewed. Your request for a review must be in writing and submitted to the Committee within 60 days after you receive written notification of a denial of a claim. The Committee will complete a review of your appeal and send you a final written decision. The decision will include the specific reasons for the decision with reference to the pertinent Plan provisions on which the decision is based.

XIII. ASSIGNMENT OF BENEFITS

Benefits provided under your retirement Plan cannot be pledged, assigned, encumbered or garnisheed in payment of any debt. However, the Plan will comply with Qualified Domestic Relations Orders providing child support, alimony or marital property rights to spouses, former spouses, children or other payees. Such an order must specify

- the names and addresses of the Plan participant and each payee;
- the amount or percentage of the participant's benefit to be paid (or how the amount is to be determined); and

- the number of payments or the time period payments are required.

The order cannot

- provide benefits be paid in any form or amount inconsistent with Plan provisions; or
- be inconsistent with any other existing order.

Effective January 1, 1995, the Plan began to accept Qualified Domestic Relations Orders which provide for an immediate distribution to an alternate payee, even where the participant continues to be employed by the Employer. However, no such immediate distribution will be made unless the Committee receives an order which specifically provides for such a distribution.

Should the Plan receive a Qualified Domestic Relations Order which affects your benefits, you will be notified.

XIV. AMENDMENT OF PLAN

The Employer (through its Board of Directors), in its discretion, may amend the Plan, provided that such amendment does not diminish the nonforfeitable rights of any participant in the Plan or remove an optional form of payment of benefits.

XV. TERMINATION OF PLAN

Although it is the Employer's intent to maintain this Plan indefinitely, federal regulations require that participants be notified that the Plan may be terminated at any time, at the discretion of the Employer. Upon termination of the Plan or upon liquidation of the Employer, after payment of all expenses and after all adjustments of participants' accounts, each participant shall become fully vested in the value of his account. The Employer may provide at termination that participant balances are to be distributed immediately to participants; or it may discontinue the Employer's funding obligations, "freeze" the Plan and pay benefits at such time as participants otherwise become eligible for payment under the Plan.

XVI. ERISA RIGHTS

ERISA gives you legal rights under your Plan.

ERISA provides that all Plan participants have a legal

right to

- examine, without charge, at the Committee's office and at other specific locations, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the United States Department of Labor, such as detailed annual reports and Plan descriptions;
- obtain copies of all Plan documents and other Plan information upon written request to the Committee. The Committee may make a reasonable charge for the copies;
- receive a summary of the Plan's annual financial reports. The Committee is required by law to furnish each participant with a copy of this summary annual report;
- obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and, if so, what your benefits would be at normal retirement age if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. This Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties on the people who are responsible for the operation of employee benefit plans. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining benefits or exercising your rights under ERISA.

If your claim for benefits is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Committee review and reconsider the claim.

Under ERISA, there are steps you can take to enforce your legal rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Committee to provide the materials and pay you up to \$100 a

day until you receive the materials, unless they were not sent because of reasons beyond the Committee's control.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse Plan money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about this Plan, you should contact the Committee. If you have any questions about the information above or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

XVII. GENERAL INFORMATION

A. Plan Sponsor

Bob Evans Farms, Inc.
3776 South High Street
P. O. Box 07863
Columbus, Ohio 43207-0863
(614) 491-2225

B. Plan Name and Number

Bob Evans Farms, Inc. and Affiliates
401K Retirement Plan
Plan No. 001

C. Effective Date of Plan

Profit Sharing Plan originally effective April 16, 1962. Amendment of Profit Sharing Plan to 401K Retirement Plan effective May 1, 1990. Amended and Restated 401K Retirement Plan effective January 1, 1994.

D. Employer's Identification Number

31-4421866

E. Type of Plan

Defined contribution plan

F. Plan Year

January 1 - December 31

G. Agent For Legal Process

Legal matters concerning the Plan may be directed to Mr. David P. McHolland; Bob Evans Farms, Inc.; 3776 South High Street; P. O. Box 07863; Columbus, Ohio 43207-0863.

Legal process can also be made upon the Plan Trustee or the Committee.

H. Trust and Trustee

This Plan is administered under a written plan and trust agreement between the Trustee and the Employer.

The Trustee is responsible for the investment of the assets of the Plan. The Trustee may appoint such persons or companies as it deems necessary to carry out its responsibilities.

All money contributed to the Plan, including any investment earnings, will be used only for the benefit of Plan participants and their beneficiaries.

The name and address of the Trustee for the Plan are:

National City Bank
155 East Broad Street
Columbus, Ohio 43251

I. Plan Administration

The Plan is administered by a Committee appointed by the Board of Directors of Bob Evans Farms, Inc. The members of the Committee shall continue to serve in their capacity until they either resign or are removed by the Board of Directors of Bob Evans Farms, Inc.

The name, address and business telephone number of the Committee are:

Deferral Plan Committee
3776 South High Street

P. O. Box 07863
Columbus, Ohio 43207-0863
(614) 491-2225

REMINDER

This is only a SUMMARY of the provisions of the Plan. It is not a binding legal document. Only the actual plan document itself defines your rights and obligations.

Exhibit 11

Computation of Earnings per Share

Bob Evans Farms, Inc.

	April 28, 1995	Year Ended April 29, 1994	April 30, 1993
Weighted average number of shares outstanding during the year used in computation of net income per share	42,179,130	42,006,453	41,871,655
Net effect of dilutive stock options based on treasury stock method using average market price	284,582	267,676	248,439
Number of shares for computation of primary net income per share	43,463,712	42,274,129	42,120,094
Net additional shares added to above based on treasury stock method using the year-end market price, if higher than average market price	-	47,612	-
Number of shares for computations of fully diluted net income per share	42,463,712	42,321,741	42,120,094
Net income	\$53,510,000	\$48,182,000	\$43,062,000
Net income per share	\$1.27	\$1.15	\$1.03
Primary net income per share (1)	\$1.26	\$1.14	\$1.03
Fully diluted net income per share (1)	\$1.26	\$1.14	\$1.03

Notes:

- (1) The effect on net income per share assuming full dilution was less than 3% for all years and therefore has not been reflected in the Consolidated Statements of Income.

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Annual Report (Form 10-K) of Bob Evans Farms, Inc. of our report dated May 24, 1995, included in the 1995 Annual Report to Stockholders of Bob Evans Farms, Inc.

We also consent to the incorporation by reference of our report dated May 24, 1995, with respect to the consolidated financial statements incorporated herein by reference, included in this Annual Report (Form 10-K) of Bob Evans Farms, Inc., in the following Registration Statements:

- Form S-8 No. 33-242 -- 1985 Incentive Stock Option Plan
- Form S-8 No. 33-17978 -- 1987 Incentive Stock Option Plan
- Form S-8 No. 33-30665 -- 1989 Stock Option Plan for Non-Employee Directors
- Form S-8 No. 33-34149 -- 1990 401K Retirement Plan
- Form S-8 No. 33-42778 -- 1991 Incentive Stock Option Plan
- Form S-8 No. 33-53166 -- Non-Qualified Stock Option Plan
- Form S-8 No. 33-69022 -- Long Term Incentive Plan for Managers
- Form S-8 No. 33-55269 -- 1994 Long Term Incentive Plan
- Form S-3 No. 33-58443 -- Dividend Reinvestment and Stock Purchase Plan

Columbus, Ohio
July 24, 1995

Ernst & Young LLP

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE CONDENSED CONSOLIDATED BALANCE SHEETS AND STATEMENTS OF INCOME OF BOB EVANS FARMS, INC. AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FORM 10-K FOR THE PERIOD ENDED APRIL 28, 1995.

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