

**We have not authorized any person to give any information or to make any statement or representation that differs from what is in this Prospectus. If any person does make a statement that differs from what is in this Prospectus, you should not rely on it. This Prospectus is not an offer to sell, nor is it seeking an offer to buy, these securities in any state in which the offer or sale is not permitted. The information in this Prospectus is complete and accurate as of its date, but the information may change after that date.**



**TABLE OF CONTENTS**

**Page**

Bob Evans Farms, Inc. .... 3  
 Risk Factors..... 3  
 Can Find More Information..... 3  
 Documents Incorporated by Reference..... 4  
 The Bob Evans Farms, Inc. Dividend  
 Reinvestment and Stock Purchase Plan..... 5  
 Purpose and Features..... 5  
 Administration..... 6  
 Participation..... 6  
 Investment Options..... 7  
 Voluntary Cash Payments..... 9  
 Initial Investments..... 9  
 Automatic Monthly Investments..... 10  
 Payroll Deductions..... 10  
 Purchases of Shares..... 11  
 Sale of Shares..... 12  
 Gifts or Transfers of Shares..... 12  
 Termination..... 13  
 Other Information..... 14  
 Federal Income Tax Consequences..... 16  
 Indemnification..... 17  
 Use of Proceeds..... 17  
 Legal Matters..... 18  
 Reports to Shareholders..... 18  
 Experts..... 18  
 Forward Looking Statements..... 18  
 October 18, 2005 Supplement..... 19

**DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN**

**4,000,000 Shares of Common Stock  
 (\$0.01 par value)**

**PROSPECTUS**

# Prospectus

**Bob Evans Farms, Inc.**  
**Dividend Reinvestment and Stock Purchase Plan**  
**4,000,000 Shares of Common Stock (\$0.01 par value)**

---

Bob Evans Farms, Inc. is offering to its stockholders, its employees, the employees of its subsidiaries and other investors a simple and convenient method to purchase shares of its common stock, \$.01 par value, through participation in this Dividend Reinvestment and Stock Purchase Plan (the "Plan"). This Plan replaces our existing dividend reinvestment and stock purchase plan. Stockholders who currently participate in our existing dividend reinvestment and stock purchase plan automatically will participate in this Plan. Investment options offered under this Plan are:

- **Full Dividend Reinvestment** –You can reinvest all dividends paid on your shares of stock and also make voluntary cash contributions to purchase additional stock.
- **Partial Dividend Reinvestment** –You can reinvest dividends paid on only a specified number of your certificated shares of stock to purchase additional stock.
- **Voluntary Cash Payments** –You can make voluntary cash contributions to purchase additional shares of stock even if you choose not to reinvest dividends.

Here is how you can enroll in this Plan and how you can make additional purchases of stock:

- Non-stockholder employees may make initial purchases of our stock in amounts of not less than \$10 and not more than \$20,000.
- Persons who are not stockholders and not employees may make initial purchases of our stock in amounts of not less than \$100 and not more than \$20,000.
- Existing stockholders may make voluntary cash contributions of no less than \$50 and no more than \$20,000 each month to purchase additional stock.
- Existing stockholders may make monthly cash contributions from qualifying savings, checking, or other accounts of not less than \$25 and not more than \$20,000 to purchase additional stock.

All shares of our stock purchased for the Plan will be purchased on the open market at current market prices. Our stock is listed on The NASDAQ Stock Market under the symbol "BOBE".

This Prospectus relates to shares of our stock available for purchase under this Plan. For future reference, please retain this Prospectus.

*The Registration Statement that contains this Prospectus (including the exhibits to the Registration Statement) contains additional information about Bob Evans Farms, Inc. and our stock. You can read the Registration Statement on the SEC web site or at the SEC offices, as described under the heading in this Prospectus entitled "Where You Can Find More Information".*

*Neither the SEC nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this Prospectus. Any representation to the contrary is a criminal offense.*

*We may not award our stock under the Plan until this Registration Statement filed with the SEC is effective. This Prospectus is not an offer to sell our stock and it is not soliciting an offer to buy our stock in any state where the offer or sale is not permitted.*

The date of this Prospectus is August 2, 1999

## **Bob Evans Farms, Inc.**

Bob Evans Farms, Inc. is a Delaware corporation incorporated on November 4, 1985. Bob Evans Farms, Inc. and its subsidiaries own and operate 413 restaurants in 20 states, including Bob Evans Restaurants, Owens Family Restaurants and “small-town” Bob Evans Restaurants. We also produce fresh and fully cooked sausage products which are distributed primarily to grocery stores in the Midwest, Southwest and Southeast. Our liquid smoke flavorings are distributed nationally. Our principal executive office is located at 3776 South High Street, Columbus, Ohio 43207. Our telephone number is (614) 491-2225.

### **Risk Factors**

An investment in Bob Evans Farms, Inc. stock has risk. Set forth below are some of the risks associated with an investment in our stock.

**1. Changes in the Prices to be Paid in the Live Hog Market.** If prices for live hogs increase, the prices we charge for hog-related products in both our food products business segment and our restaurant business segment may increase. If the prices for our hog-related products increase, our sales may decrease and the price of our stock may be negatively affected.

**2. The Entrance of New Competitors in the Family-Style Restaurant Industry.** If new competitors enter into the family-style restaurant industry in which we compete, our restaurant business segment revenues could be negatively impacted which could lower our stock price.

**3. Increases in Labor Costs.** The cost of labor and employee benefits generally represents between 38% and 40% of our total expenses in our restaurant business segment. Because labor and employee benefit costs represent a large portion of our overall expenses, increases in labor and employee benefit costs significantly impact our operating profit. Consequently, if labor and employee benefit costs increase, our operating profits may decline and our stock price may be negatively affected.

### **Where You Can Find More Information**

We have filed a Registration Statement on Form S-3 under the Securities Act of 1933 (the “Securities Act”) to register 4,000,000 shares of our stock which will be available to be purchased under the Plan. This Prospectus does not contain all the information set forth in the Registration Statement and the exhibits to the Registration Statement.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You can read and copy any materials filed with the SEC at the SEC’s Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet site that contains reports, proxy statements and other information regarding us which you may access at <http://www.sec.gov>. We maintain an Internet site at [www.bobevans.com](http://www.bobevans.com).

## Documents Incorporated By Reference

The rules and regulations of the SEC allow us to incorporate certain information about us and our financial condition into this Prospectus by reference. This means that we can disclose important information to you by referring you to other documents that we have filed with the SEC. The information incorporated by reference is considered to be a part of this Prospectus.

We have incorporated by reference into this Prospectus the following documents:

<b>Commission Filing</b>	<b>Description or Period/As Of Date</b>
Annual Report on Form 10-K	Fiscal Year ended April 24, 1998
Quarterly Reports on Form 10-Q	Quarters ended July 24, 1998, October 23, 1998 and January 29, 1999

We also incorporate by reference into this Prospectus:

- The description of our stock contained in our registration statement on Form S-4 (Registration No. 33-1336) filed with the SEC on November 5, 1986.
- All periodic reports (such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K), as well as any proxy statements, that we may file with the SEC between the date of this Prospectus and the termination of the Plan.

You can obtain any of the documents incorporated by reference in this Prospectus, excluding any exhibits to those documents unless the exhibit is specifically incorporated by reference in this Prospectus, without charge, by writing or phoning us at the following address and phone number:

**Bob Evans Farms, Inc.**  
**3776 South High Street**  
**Columbus, OH 43207**  
**(614) 491-2225**  
**Attn: Judy Harrington**  
**Vice President of Stockholder Relations**

For further information with respect to our company and our stock, you should refer to the Registration Statement (including the exhibits to the Registration Statement) and the documents incorporated in this Prospectus by reference.

**The Bob Evans Farms, Inc.  
Dividend Reinvestment and Stock Purchase Plan**

The following numbered questions and answers set forth the terms and conditions of the Bob Evans Farms, Inc. Dividend Reinvestment and Stock Purchase Plan (the “Plan”).

**Purpose and Features**

**1. What is the purpose of the Plan?**

The purpose of the Plan is to provide our stockholders, our employees, employees of our subsidiaries and other investors with a convenient and economical method of purchasing our stock. Shares of our stock which are credited to and held in a participant’s account under the Plan are referred to as “Plan Shares.” All cash dividends payable on whole or fractional Plan Shares will automatically be used to purchase additional shares of stock and these additional shares of stock will then become Plan Shares.

**2. What are some of the features of the Plan?**

- Persons participating in the Plan may use all or a portion of the dividends which are paid on their shares of stock and the dividends which are paid on their Plan Shares to automatically acquire additional shares of our stock.
- Persons who are not presently stockholders or employees may purchase stock and become participants in the Plan by making an initial investment of at least \$100.
- Our employees and the employees of our subsidiaries who are not presently stockholders of our company may purchase stock and become participants in the Plan by making an initial investment of at least \$10.
- Participants may purchase additional shares of our stock by making voluntary cash payments of not less than \$50 per payment and not more than \$20,000 per calendar month through check or money order and not less than \$25 through automatic monthly electronic funds transfer from a predesignated account with a United States financial institution.
- Our employees and employees of our subsidiaries may purchase additional shares of stock through payroll deductions.

- Shares of our stock purchased under the Plan are held in a plan account for each participant, relieving such participant of the responsibility for the safekeeping of his or her stock certificates. Participants may deposit stock certificates into their plan accounts for credit as shares held under the Plan, free of charge.
- Participants may direct us to transfer all or a portion of their Plan Shares to the account of another person, at any time and at no cost to the participants.
- Personal recordkeeping is simplified by our issuance of statements indicating account activity.

## **Administration**

### **3. Who administers the Plan?**

We administer the Plan, maintain records, send statements of Plan Accounts to participants and perform other duties relating to the Plan. We may resign as “Plan Administrator” at any time, in which case we will appoint a successor. We believe that there are no material risks to the participants in the Plan, which result from our administration of the Plan rather than a registered broker-dealer or a federally insured financial institution serving as Plan Administrator.

## **Participation**

### **4. Who is eligible to participate?**

Any person or entity which is a citizen or resident of the United States, regardless of whether or not a stockholder is eligible to join the Plan. Any person or entity which is not a citizen or resident of the United States, its territories and possessions, may participate in the Plan if their participation is not prohibited by the laws where the person or entity resides.

### **5. How and when may a person join the Plan?**

If you are currently a stockholder of Bob Evans Farms, Inc. and your stock is registered with us under your name, you may join the Plan any time after receiving a copy of the Plan prospectus and by completing an Authorization Form. Stockholders should sign their names on the Authorization Form exactly as their names appear on their stock certificates and return the Authorization Form to:

**Bob Evans Farms, Inc.  
Attn: Stock Transfer Department  
3776 South High Street  
Columbus, Ohio 43207**

**Authorization Forms may be obtained by writing to the same address or telephoning (614) 492-4952.**

If you do not currently own any shares of Bob Evans Farms, Inc. stock, you may join the Plan after receiving a copy of this Prospectus and returning a completed Authorization Form along with an initial investment in the form of a check or money order of at least \$100, but not more than \$20,000.

If your shares of Bob Evans Farms, Inc. stock are held in a brokerage, bank or other intermediary account (“street name”), you may participate in the Plan by instructing your broker, bank or trustee to register the shares in your name or you may request a copy of this Prospectus from us and return a completed Authorization Form along with an initial investment of at least \$100, but not more than \$20,000 to Bob Evans Farms, Inc. at the address above.

Our employees and the employees of our subsidiaries not presently owning shares may join the Plan at any time after being furnished a copy of the Plan Prospectus, by completing and returning to us an Authorization Form and making an initial investment in the form of a check or money order of at least \$10, but not more than \$20,000. Employees may also join the Plan by completing a payroll deduction Authorization Form.

**We have the right to reject any Authorization Form for any reason.**

## **Investment Options**

### **6. What type of investment options are allowed under the Plan?**

**Full Dividend Reinvestment** – If you choose this option, we will automatically use all dividends paid on your stock to purchase additional shares of stock. You may also make voluntary cash payments which will be used to purchase additional stock.

**Partial Dividend Reinvestment** –If you choose this option, only dividends which are paid on shares of stock which you specify on the Authorization Form will be used to purchase additional stock. Dividends on all shares of stock which you hold in a Plan Account will also be used to purchase additional stock. You also may make voluntary cash payments which will be used to purchase additional stock.

**Voluntary Cash Payments** –If you choose this option, we will continue to pay dividends directly to you on any shares of stock registered in your name in certificate form. Any voluntary cash payments which you make and any dividends paid on shares of stock held in your Plan account will be used to purchase additional shares of stock which will then become Plan Shares.

**Direct Deposit Of Cash Dividends** –If you choose the partial dividend reinvestment option or the voluntary cash payment option, you may elect to have all of your cash dividends deposited directly into your U.S. bank account on the dividend payment date instead of receiving a check by mail. You must complete a Direct Deposit Authorization Form (available from the Stock Transfer Department) and return it to us, along with a voided check for the designated bank account. In order to initiate, change or stop the direct deposit of dividends, we must receive your written request at least 30 days before the dividend payment date.

Participants may change their method of participation in the Plan at any time by completing a new Authorization Form and returning it to us (Attention: Stock Transfer Department).

**7. When will shares be purchased under the Plan?**

Shares will be purchased by the Plan’s stock purchasing agent beginning on the investment date (the “Investment Date”). The Investment Date for voluntary cash payments and initial investments in the Plan is described in the table below:

<b>Monthly</b>	<b>Investment Date</b>
January, March, April, June, July, September, October and December.	The 1 <sup>st</sup> and the 15 <sup>th</sup> of each month unless the 1 <sup>st</sup> or 15 <sup>th</sup> is not a business day, in which case the Investment Date will be the next business day.
February, May, August and November.	The 1 <sup>st</sup> business day of the month.

The Investment Date for dividend payments will be the day that the dividend is paid. If the Investment Date falls on a day when our stock is not traded on The NASDAQ Stock Market, the Investment Date will be the next day during which our stock is traded. Purchases will begin on the Investment Date and will be completed no later than 30 days from such date, except where completion at a later date is necessary or advisable under applicable securities laws. Any monies representing voluntary cash payments or initial investments or dividends, as appropriate, to be invested on behalf of a participant will be returned to the participant if shares of stock have not been purchased: (a) within 35 days of receipt of the voluntary cash payments or initial investments or (b) within 30 days of the applicable dividend payment date for dividend reinvestments. No interest will be paid on voluntary cash payments, initial investments or dividends returned to participants.

**Voluntary cash payments and initial investments must be received by us at least ten (10) calendar days before an Investment Date. If a voluntary cash payment or an initial investment is not received by us at least ten (10) calendar days before an Investment Date, the voluntary cash payment or initial investment will be held by us until the next Investment Date.**

## **Voluntary Cash Payments**

### **8. How and when may voluntary cash payments be made?**

Voluntary cash payments may be made by any participant at any time, by completing a voluntary cash payment stub and sending a check or money order in U.S. dollars made payable to Bob Evans Farms, Inc., or by automatic deduction on a monthly basis from the participant's U.S. financial institution account. The voluntary cash payment stub is the tear-off portion at the top of your statement. Please do not send cash. If received by us at least ten (10) calendar days before an Investment Date, the Plan's stock purchasing agent will invest the voluntary cash payments on the Investment Date. No interest will be paid on voluntary cash payments held pending investment by the Plan's stock purchasing agent. The same amount of money is not required in each voluntary cash payment and there is no obligation to make voluntary cash payments on a regular basis. You may invest a minimum of \$50 by check or money order and \$25 through automatic deduction at any one time but you cannot invest more than \$20,000 in a calendar month. Cash payments of less than \$50 and all amounts more than the \$20,000 monthly maximum will be returned to the participant.

The investment of a voluntary cash payment may be stopped by notifying us (Attention: Stock Transfer Department) in writing, provided that the written communication is received by us not later than two (2) business days before the Investment Date to which it applies. Until we receive the funds, there will be no refund of a check or money order.

## **Initial Investments**

### **9. How and when may Initial Investments be made?**

Persons who are not our employees may make a minimum initial investment of \$100 and a maximum initial investment of \$20,000 paid in the form of a check or money order. The initial investment must be included with a completed Authorization Form and returned to us (Attention: Stock Transfer Department) at the address listed on the Authorization Form.

We must receive initial investments at least ten (10) calendar days before an Investment Date. If we do not receive the initial investment at least ten (10) calendar days before the next Investment Date, the Plan's stock purchasing agent will hold the initial investment until the next Investment Date. Upon a participant's written request received by us at least two (2) business days prior to the Investment Date, an initial investment will be returned to the participant. However, until we receive the funds, there will be no refund of a check or money order.

## **Automatic Monthly Investments**

### **10. What is the Automatic Monthly Investment feature of the Plan and how does it work?**

Participants may make voluntary cash payments of not less than \$25 per payment nor more than \$20,000 during a calendar month by means of monthly automatic electronic funds transfers (“Automatic Monthly Investment”) from a predesignated account with a United States financial institution.

To initiate Automatic Monthly Investments, a person must already be a participant with a Plan account and must complete, sign and return to us an Automatic Monthly Deduction Form with a voided blank check or a deposit slip for the account from which funds are to be drawn. Automatic Monthly Deduction Forms may be obtained from us at the address listed on the Authorization Form. Forms will be processed and will become effective as promptly as practicable.

Once an Automatic Monthly Investment is initiated, funds are drawn on the 25th of each month or if that date falls on a non-business day, the next business day. Automatic Monthly Investment funds will be invested beginning on the next following Investment Date. You should allow up to 4 weeks for the first Automatic Monthly Investment to be initiated.

Participants may change the amount of their Automatic Monthly Investments by completing and submitting to us a new Automatic Deduction Form. We must receive the new Automatic Deduction Form at least ten (10) business days preceding that Investment Date. In order to cancel an Automatic Monthly Deduction, you must notify us in writing at least ten (10) business days prior to the applicable Investment Date.

## **Payroll Deductions**

### **11. What is the Payroll Deduction feature of the Plan and how does it work?**

Our employees and employees of our subsidiaries may make voluntary cash payments to their Plan accounts of not less than \$5 per pay period by means of a payroll deduction. Any employee who has made a hardship withdrawal from the Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan is prohibited, for a period of twelve (12) months from the date of the hardship withdrawal, from participating in the initial investment, payroll deduction and voluntary cash payment features of the Plan.

To initiate payroll deductions, an employee must complete a payroll deduction authorization form and return it to our Payroll Department. Forms will be processed and will become effective as promptly as practical. Once an employee has begun payroll deductions, the funds will be invested as voluntary cash payments to the employee’s Plan account and invested.

An employee may change the amount or cease his or her payroll deduction at any time by giving written notice to our Payroll Department. Ceasing payroll deductions or terminating employment with us or any of our subsidiaries will not automatically terminate a Plan account. Dividends will continue to be reinvested and the participant may continue to make voluntary cash payments.

## **Purchases of Shares**

### **12. Who purchases shares of our stock under the Plan?**

Shares of our stock for the Plan will be purchased on the open market by or at the direction of a registered broker-dealer acting as agent for the Plan participants. Neither Bob Evans Farms, Inc. nor any of its affiliates will exercise any direct or indirect control or influence over the times when, the prices at which, or the manner in which, shares of our stock are purchased by the Plan's stock purchasing agent. We have the right to change the stock purchasing agent without notice to participants

### **13. What is the source of shares purchased under the Plan?**

Shares of our stock purchased under the Plan will be purchased on the open market. Open market purchases of our stock will be made by the Plan's stock purchasing agent. We will not control or influence the prices or timing of open market purchases made by the Plan's stock purchasing agent, the amount of shares to be purchased (other than specifying the aggregate dollar amount to be invested), the manner of purchase of shares or the selection by the Plan's stock purchasing agent of any broker or dealer through which purchases will be made.

### **14. What is the Purchase Price of shares purchased under the Plan?**

The purchase price of Bob Evans Farms, Inc. stock purchased for the Plan on the open market will be the average purchase price paid by the stock purchasing agent.

### **15. How many shares will be purchased?**

The number of shares of Bob Evans Farms, Inc. stock to be purchased by the Plan for each participant will equal the amount of the Participant's reinvested dividends and optional cash payments, less any amounts required to be withheld for tax purposes, divided by the purchase price of the shares. Both whole shares and fractional shares will be credited to participants' accounts.

The Plan's stock purchasing agent may commingle each participant's funds with those of other participants for executing purchase and sale transactions.

Neither a participant nor a person making an initial investment may direct the Plan's stock purchasing agent to purchase a specific number of shares.

## Sale of Shares

### 16. Can Plan Shares in a Plan account be sold?

Yes. A participant may request, at any time, that all or a portion of the shares held in his or her Plan account be sold by delivering to us written instructions, either by mail or facsimile (614- 497-4459), signed by the participant and any other owner(s) of the stock. We will not accept e-mail or telephone instructions to sell shares. We will forward the instructions to the Plan's stock purchasing agent, who will sell the shares within 10 business days of receipt of the participant's request. A request to sell all of the shares which a participant holds in the Plan will be considered a termination of participation in the Plan. The Plan's stock purchasing agent cannot sell any certificated shares owned by a participant unless the certificates are deposited into the Plan. Our directors and executive officers who are participating in the Plan are not permitted to sell their shares through the Plan and must withdraw their shares from their Plan accounts in order to make a sale.

### 17. What does it cost to have the Plan's stock purchasing agent sell Plan Shares?

The sales price for any shares being sold by a participant will be the average price of all the shares sold by the Plan's stock purchasing agent for all participants during the period in which the Plan's stock purchasing agent makes such sales. You will receive the proceeds of the sale of your shares less a brokerage fee and related service charges of \$.10 per Plan Share sold and less any required tax withholdings or transfer taxes.

**Selling participants should be aware that the price of Bob Evans Farms, Inc. stock might decrease during the period between a request for sale, its receipt by us, and the ultimate sale of the stock. This risk should be evaluated by the participant and is a risk that will be borne solely by the participant.**

## Gifts or Transfers of Shares

### 18. May a participant transfer or gift to another person all or a part of his or her shares held under the Plan?

Yes. If a participant wishes to change the ownership of all or part of his or her shares held under the Plan through gift, private sale or otherwise, the participant may effect the transfer by mailing a properly completed and executed Transfer of Stock Form to us (Attention: Stock Transfer Department). Transfers of less than all of a participant's shares must be made in whole share amounts. No fraction of a share may be transferred unless a participant's entire Plan account is transferred. Requests for transfer are subject to the same requirements as transfers of stock certificates, including the requirements of a Medallion signature guarantee. Transfer of Stock Forms are available upon request from us.

Shares of Bob Evans Farms, Inc. stock credited to your Plan account may not be pledged or assigned. If you wish to pledge or assign your shares, you must withdraw those shares from your Plan account.

**19. If Plan Shares are transferred to another person, will the person to whom the shares are transferred be issued a stock certificate?**

No. Any shares transferred will continue to be held under the Plan. A Plan account will be opened in the name of the person receiving the shares. If the person receiving the shares is not already a participant he or she will be automatically enrolled in the Plan.

**20. How will a person receiving a gift or transfer of Plan Shares be advised of his or her ownership?**

Any person receiving a gift or transfer of Plan Shares will receive a statement showing the number of shares transferred to, and held in, his or her Plan account.

**Termination**

**21. May a participant withdraw shares from his or her Plan account without terminating participation in the Plan?**

Yes. A participant may at any time withdraw any number of whole shares held in his or her Plan account, without terminating the Plan account, by furnishing a written request to us. The request must indicate the number of whole shares to be withdrawn and must be signed by all of the owner(s) of the shares. A signature guarantee is not required. A certificate for shares withdrawn will be issued to the participant without charge within ten (10) days of our receipt of the request from the participant. A certificate for any fractional share will not be issued under any circumstances, and the fractional share will continue to be held in the participant's Plan account.

**22. How may a participant terminate participation in the Plan?**

You may terminate your participation in the Plan at any time by delivering to us written instructions, by either mail or facsimile (614-497-4459), signed by all registered holders listed on your Plan account. Upon termination, you may elect either to have all the shares in your Plan account sold or receive a certificate for the number of whole shares held in your Plan account and a check for the value of any fractional share. In addition, upon termination, cash dividends on any remaining shares of Bob Evans Farms, Inc. stock you hold will be paid to you and will not be reinvested.

Cash investments received prior to the request to terminate Plan participation will be invested at the next Investment Date unless the participant requests the return of that cash investment at least two business days prior to the applicable Investment Date.

**23. May a participant stop reinvestment of dividends on shares in certificate form and remain in the Plan?**

Yes. A participant who elects to stop the reinvestment of dividends paid on shares held in certificate form may leave shares held under the Plan in his or her Plan account. Dividends paid on shares left in the Plan account will continue to be used to purchase additional shares. The participant may also continue to make voluntary cash payments under the Plan.

**24. What happens in the event of death?**

In the event of death, a participant's Plan account will continue and dividends will continue to be reinvested until we receive instructions from the duly authorized representative of the participant's estate. Please contact us for additional information and assistance.

**25. When may a former participant rejoin the Plan?**

Generally, a former participant may rejoin the Plan at any time. However, we have the right to reject any Authorization Form from a previous participant for any reason.

**26. May certificates held by participants be deposited in the Plan?**

Yes. Participants may deposit for safekeeping with us certificates for shares of Bob Evans Farms, Inc. stock now or hereafter registered in their names for credit under the Plan. There is no charge for this custodial service and, by making the deposit, a participant is relieved of the responsibility for loss, theft or destruction of the certificate. However, the participant bears the risk of loss in sending certificates to us. Therefore, it is recommended that certificates be sent to us by registered mail, returned receipt requested and properly insured. Certificates should not be endorsed. Whenever certificates are issued to a participant, either upon request or upon termination, new, differently numbered certificates will be issued. Dividends on shares of Bob Evans Farms, Inc. stock represented by certificates deposited with us will be reinvested.

**Other Information**

**27. What reports and other information will be sent to participants?**

After the date of payment for each dividend paid by Bob Evans Farms, Inc. to its stockholders, a statement of Plan account will be sent to each participant. A Plan account statement will also be sent after each optional purchase and sale of shares of Bob Evans Farms, Inc. stock on behalf of a participant. Quarterly statements will show cumulative transactions for the calendar year. These statements should be retained for tax purposes. We will also provide each participant copies of any amendments to the Plan and the same communications received by any other stockholder of Bob Evans Farms, Inc., including annual reports, notices of annual meetings, proxy statements and income tax information for reporting dividends paid and proceeds from Plan Shares sold.

**28. How are a participant's Plan Shares voted?**

All Plan Shares are voted in the same manner as shares of Bob Evans Farms, Inc. stock registered in a participant's own name. Participants will receive proxy materials from us for each stockholder meeting, including a proxy statement, and a form of proxy covering all Plan Shares credited to the participant's Plan account and all shares of Bob Evans Farms, Inc. stock registered in the participant's own name as of the record date for the meeting. Plan Shares may also be voted in person at the meeting in the same manner as shares of Bob Evans Farms, Inc. stock registered in the participant's own name.

**29. What happens if we issue a stock dividend or declare a stock split?**

Any stock dividends or stock splits of Bob Evans Farms, Inc. stock distributed by us on shares in a participant's Plan account will be added to that Plan account. Stock dividends or split shares distributed on shares of Bob Evans Farms, Inc. stock not held in the Plan will be mailed directly to the participant in the same manner as to stockholders who are not participating in the Plan.

**30. May the Plan be changed or discontinued?**

Yes. We have the right to modify or terminate the Plan at any time. We also have the right to suspend the Plan, without notice, for limited periods of time (not to exceed 90 days in any case) during or in anticipation of the following:

- Public offerings of Bob Evans Farms, Inc. stock.
- Pending the filing by us with the SEC of any report or statement required to be filed under the federal securities laws.
- Pending any proposed amendment of or supplement to this Prospectus or to the Registration Statement of which this Prospectus is a part.
- For any other reason which we deem to be advisable.

Monies representing voluntary cash payments, initial investments or dividends, as appropriate, to be invested on behalf of Participants will be returned to Participants if shares of Bob Evans Farms, Inc. stock have not been purchased:

- Within 35 days of receipt of the voluntary cash payments or initial investments.
- Within 30 days of the applicable dividend payment date for dividend reinvestments.

No interest will be paid on any monies returned to participants. We will advise participants when a suspension of the Plan is terminated.

If the Plan is terminated, each participant will receive:

- A certificate for all whole Plan Shares in the participant's Plan account or a book entry position if then being utilized.
- A check representing the market value of any fractional Plan Share in the participant's Plan account.
- Any uninvested voluntary cash payments held in the participant's Plan account.

### **Federal Income Tax Consequences**

You are advised to consult your tax or financial advisor with respect to the tax consequences of participation in the Plan.

In general, the amount of cash dividends paid by us is considered taxable income even though the dividends are reinvested under the Plan. A participant will be treated for federal income tax purposes as having received on a dividend payment date, a dividend equal to the full amount of the cash dividends payable on both the shares registered in the participant's own name and the participant's Plan Shares, even though the amount of dividends reinvested is not actually received in cash, but instead is applied to the purchase of shares for the participant's Plan account. In addition, the IRS has ruled that the amount of brokerage commissions paid by us on a participant's behalf is to be treated as a distribution to the participant which is subject to income tax in the same manner as dividends.

The tax basis of shares acquired through the reinvestment of dividends will be equal to the value of dividends reinvested. The tax basis of shares purchased with cash investments will be equal to the amount of the investment. Your December Plan statement will capture all Plan activities for that year and may be useful when calculating your tax basis.

Upon the sale of either a portion or all of your shares from the Plan, you may recognize a capital gain or loss based on the difference between the sales proceeds and the tax basis in the shares sold, including any fractional share. You will not realize any taxable income when you receive certificates for whole shares credited to your Plan account.

If you are subject to withholding taxes, we will withhold the required taxes from the gross dividends or proceeds from the sale of shares. The dividends or proceeds received by you, or dividends reinvested on your behalf will be net of the required taxes.

**Participants should consult their personal tax advisors with specific reference to their own tax situations and potential changes in the applicable law as to all federal, state, local, foreign and other tax matters in connection with the reinvestment of dividends and purchases of stock under the Plan, the participant's cost basis and holding period for stock acquired under the Plan and the character, amount and tax treatment of any gain or loss realized on the disposition of stock.**

## **Indemnification**

Article eleventh of the Certificate of Incorporation of Bob Evans Farms, Inc. limits the liability of Bob Evans Farms, Inc. directors. Article Eleventh provides that no director or former director will be personally liable to Bob Evans Farms, Inc. or its stockholders for monetary damages for breach of fiduciary duty as a director except in the instance of (1) a breach of the director's duty of loyalty to Bob Evans Farms, Inc. or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) the paying of a dividend or the approving of a stock repurchase or redemption which is illegal under the Delaware General Corporation Law, or (4) any transaction from which the director derives an improper personal benefit.

Article IX of the By-Laws of Bob Evans Farms, Inc. provides that Bob Evans Farms, Inc. will indemnify and hold harmless any officer or director against expenses and other costs resulting from any action, suit or proceeding, whether civil, criminal, administrative or investigative, reasonably incurred or suffered by such indemnity to the fullest extent permitted by Delaware law. Expenses may be advanced to any officer or director only upon delivery to Bob Evans Farms, Inc. of an undertaking by or on behalf of the officer or director, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision that the officer or director is not entitled to be indemnified for the expenses. Bob Evans Farms, Inc. also may grant rights to indemnification, and to the advancement of expenses to any employee or agent of Bob Evans Farms, Inc. consistent with Article IX of the By-Laws of Bob Evans Farms, Inc.

Bob Evans Farms, Inc. has purchased insurance coverage which insures the directors and officers against liabilities incurred by them in their capacity as directors and officers.

Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers or persons controlling Bob Evans Farms, Inc. pursuant to the foregoing provisions, Bob Evans Farms, Inc. has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the 1933 Act and is therefore unenforceable.

## **Use of Proceeds**

Shares of Bob Evans Farms, Inc. stock to be acquired by participants under the Plan will be provided through open-market purchases. We will not receive any compensation in connection with the purchase of shares of Bob Evans Farms, Inc. stock for participants in the Plan.

## **Legal Matters**

Vorys, Sater, Seymour and Pease LLP, 52 East Gay Street, Columbus, Ohio 43215 will pass upon the legal matters regarding the Bob Evans Farms, Inc. stock to be awarded under the Plan. As of March 16, 1999, members of Vorys, Sater, Seymour and Pease LLP and attorneys employed thereby, together with members of their immediate families, beneficially owned an aggregate of 200 shares of Bob Evans Farms, Inc. stock.

## **Reports to Shareholders**

Our stockholders receive Annual Reports containing audited consolidated financial statements with the report of our independent auditors.

## **Experts**

Ernst & Young LLP, independent auditors, have audited our consolidated financial statements incorporated by reference in our Annual Report on Form 10-K and our financial statement schedules included in our Annual Report on Form 10-K for the year ended April 24, 1998, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements and our financial statement schedules are incorporated by reference in reliance on Ernst & Young LLP's reports, given their authority as experts in accounting and auditing.

## **Forward-Looking Statements**

This prospectus contains or incorporates forward-looking statements. You can identify these forward-looking statements by our use of the words "believes", "anticipates", "expects", "may", "will", "intends", "estimates", and similar expressions, whether in the negative or affirmative. Although we believe that these forward-looking statements reflect our plans, intentions, and expectations, we can give no assurance that we actually will achieve these plans, intentions or expectations. Our actual results could differ materially from the plans, intentions or expectations disclosed in the forward-looking statements we make. We undertake

**PROSPECTUS SUPPLEMENT**  
(to prospectus dated August 2, 1999)

**Bob Evans Farms, Inc.**  
**Dividend Reinvestment and Stock Purchase Plan**

**4,000,000 Shares of Common Stock**  
**(\$0.01 par value)**

---

This prospectus supplement supplements our prospectus dated August 2, 1999 (the "Prospectus") relating to the Bob Evans Farms, Inc. Dividend Reinvestment and Stock Purchase Plan (the "Plan"). You should read this supplement in conjunction with the Prospectus. This supplement is qualified by reference to the Prospectus, except to the extent the information in this supplement supersedes the information contained in the Prospectus.

**Investing in our common shares involves risks. See "Risk Factors" beginning on page 3 of the Prospectus.**

---

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

---

The date of this prospectus supplement is October 18, 2005.

## **DOCUMENTS INCORPORATED BY REFERENCE**

The rules and regulations of the Securities and Exchange Commission (“SEC”) allow us to incorporate certain information about us and our financial condition into the Prospectus by reference. This means that we can disclose important information to you by referring you to other documents that we have filed with the SEC. The Prospectus describes the documents incorporated by reference into the Prospectus (see “Documents Incorporated By Reference” on page 4 of the Prospectus). Plan participants may obtain any of the documents incorporated into the Prospectus by reference (excluding any exhibits to those documents unless the exhibit is specifically incorporated by reference into the Prospectus) without charge, by writing or phoning us at the following address and phone number:

Bob Evans Farms, Inc.  
3776 South High St.  
Columbus, Ohio 43207  
(614) 491-2225  
Attention: Investor Relations

## **BOB EVANS FARMS, INC. DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN**

### **Payroll Deductions**

#### **What is the Payroll Deduction feature of the Plan and how does it work?**

Our employees and employees of our subsidiaries may make voluntary cash payments to their Plan accounts of not less than \$5 per pay period by means of a payroll deduction. Any employee who has made a hardship withdrawal from the Bob Evans Farms, Inc. and Affiliates 401K Retirement Plan is prohibited, for a period of six (6) months from the date of the hardship withdrawal, from participating in the initial investment, payroll deduction and voluntary cash payment features of the Plan.

To initiate payroll deductions, an employee must complete a payroll deduction authorization form and return it to our Payroll Department. Forms will be processed and will become effective as promptly as practical. Once an employee has begun payroll deductions, the funds will be invested as voluntary cash payments to the employee’s Plan account and invested.

An employee may change the amount or cease his or her payroll deduction at any time by giving written notice to our Payroll Department. Ceasing payroll deductions or terminating employment with us or any of our subsidiaries will not automatically terminate a Plan account. Dividends will continue to be reinvested and the participant may continue to make voluntary cash payments.

### **Fees and Expenses**

#### **Are there any expenses to participants in connection with participation in the Plan?**

We will pay the costs of administering the Plan. However, Plan participants will be charged brokerage commissions related to shares purchased on their behalf under the Plan. Participants who request that some or all of the shares held in their Plan accounts be sold will be charged brokerage fees as well as a service charge of \$0.10 per Plan Share sold. The brokerage commissions and service charges charged to Plan participants are included in the purchase or sale price (as applicable) of the Plan Shares reflected in each statement of Plan account sent to participants.

## **U.S. FEDERAL INCOME TAX CONSEQUENCES**

The following is a brief summary of some of the principal federal income tax considerations applicable as of the date of this prospectus supplement to participation in the Plan.

In general, participants in the Plan will have the same federal income tax consequences with respect to dividends as stockholders not participating in the Plan. A participant will be treated for federal income tax purposes as having received on each dividend payment date with respect to shares held for such participant, a dividend equal to the full amount of the cash dividends payable on both the shares registered in the participant's own name and the participant's Plan Shares, even though the amount of dividends reinvested is not actually received in cash but instead is applied to the purchase of shares of our stock for the participant's Plan account as well as brokerage commissions. The participant's cost basis for those shares of our stock will be the cost of the shares, including any brokerage commissions paid out of such dividends.

Each employee of the Company and its subsidiaries who purchases shares of our stock through payroll deductions will recognize the same amount of compensation income (wages) for federal income tax purposes as such employee would have recognized had he or she not purchased shares of our stock through payroll deductions, even though the amount of payroll deductions is not paid to the employee in cash but instead is applied to the purchase of shares of our stock for the employee's Plan account.

A participant who makes an initial investment or a voluntary cash payment to the Plan is not treated for federal income tax purposes as having received income by virtue of the purchase of shares of our stock with the initial investment or voluntary cash payment. The participant's cost basis in any shares purchased with initial investments or voluntary cash payments will be the cost of the shares, including any brokerage commissions paid out of such initial investments or voluntary cash payments.

Service charges paid to the Company by a participant are deductible if such participant itemizes his or her deductions, but only to the extent that the aggregate itemized deductions of such participant exceed 2% of his or her adjusted gross income, and subject to limitation if the participant's adjusted gross income exceeds certain amounts.

Each statement of Plan account (see Question 27) will show the price per share to the participant of shares of our stock purchased with reinvested dividends, initial investments and voluntary cash payments. That price, which will include the amount of any brokerage commissions on Plan purchases of our stock, is the federal income tax cost basis to the participant of shares of our stock acquired under the Plan. The statement of account also will show the date on which shares of our stock purchased under the Plan were credited to the participant's Plan account. A participant's holding period for a share of our stock purchased under the Plan generally will begin on the date following the date on which such share is credited to the participant's Plan account.

Information forms (Forms 1099-DIV) will be mailed to Plan participants each year and will set forth the taxable dividends and brokerage commissions reportable for federal income tax purposes. These dividends and brokerage commissions must be reported on the participant's federal income tax return.

Reinvested dividends are not subject to withholding unless (a) a participant fails to give the participant's Social Security or Tax Identification Number to the Company, (b) the Internal Revenue Service notifies the Company that the participant is subject to tax withholding, or (c) the participant fails to certify, under penalties of perjury, that the participant is not subject to backup withholding if such certification is required. If a participant is a stockholder whose dividends are subject to tax withholding, the Company will apply toward the purchase of Plan Shares an amount equal to the dividends being reinvested less the amount of tax required to be withheld. The participant's statement of account will indicate the amount of tax withheld.

A participant will not recognize any taxable income upon receipt of a certificate for whole shares of our stock credited to the participant's Plan account, whether upon request for such a certificate, upon the participant's termination of a Plan account or upon termination of the Plan. However, a participant may recognize a gain or loss upon receipt of a cash payment for whole shares or a fractional share credited to a Plan account when that account is terminated by the participant, when shares credited to the

Plan account are sold or when the Plan is terminated. A gain or loss also may be recognized upon a participant's disposition of shares of our stock received from the Plan. The amount of any such gain or loss will be the difference between the amount received for the whole or fractional shares (net of the amount of any brokerage commissions paid in connection with such sale) and the cost basis of the shares. Any service charges paid to the Company in connection with such sale are not considered in the determination of the gain or loss. Generally, gain or loss recognized on the disposition of shares of our stock acquired under the Plan will be treated for federal income tax purposes as a capital gain or loss, and will be long-term capital gain or loss if, as of the date of such disposition, the holding period with respect to the shares sold exceeds one year.

**Participants should consult their personal tax advisors with specific reference to their own tax situations and potential changes in the applicable law as to all federal, state, local, foreign and other tax matters in connection with the reinvestment of dividends and purchases of common stock under the Plan, the participant's cost basis and holding period for common stock acquired under the Plan and the character, amount and tax treatment of any gain or loss realized on the disposition of common stock.**