

AGREEMENT OF SALE

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Agreement of Sale (this “Agreement”) between the Buyer and Seller named below. Other Articles, Sections and Paragraphs of this Agreement referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Effective Date: The date this Agreement is executed by both parties

Seller: **SNYDER’S-LANCE, INC.**, a North Carolina corporation

Seller’s Address: 13515 Ballantyne Corporate Place
Charlotte, NC 28277

Buyer: **COLUMBUS, GEORGIA**, a consolidated city-county government

Buyer’s Address: P.O. Box 1340
Columbus, GA 31902-1340

Title Company/Escrow Agent: Stewart Title Guaranty Company

Land: The certain nineteen (19) land parcels located in the City of Columbus, County of Muscogee, State of Georgia, defined in Exhibit A, together with all rights and interests appurtenant thereto, including, without limitation, all right, title, and interest of Seller in and to adjacent streets, roads, alleys, and rights of way, any water and mineral rights, development rights, air rights, easements and rights-of-way, together with the building and other improvements and fixtures located on or affixed to the land.

Purchase Price: Seventy-One Thousand Five Hundred Twenty-Five Dollars (\$71,525).

Deposit: Ten Thousand Dollars (\$10,000).

Closing Date: Five (5) business days following the expiration or waiver of the Due Diligence Period (as defined in Article 14 herein).

Seller’s Attorney: Morris, Manning & Martin, LLP
3343 Peachtree Road NE, Suite 1600
Atlanta, GA 30326

Buyer's Attorney: The Beil Law Firm, P.C.
P.O. Box 1126
Columbus, GA 31902
Attn: Jacob Beil

Broker(s): Cushman & Wakefield, Inc. ("Seller's Broker")
1180 Peachtree Street NE, Suite 3100
Atlanta, GA 30909
Attn: Chris Copenhaver

ARTICLE TWO: PURCHASE OF PROPERTY

Section 2.01. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase and accept from Seller, the following real and personal property (collectively, the "Property"):

- (a) The Land identified in Article 1;
- (b) All buildings, fixtures, systems, landscaping and other improvements situated on, in or under the Land, or attached or appurtenant thereto (collectively, the "Improvements"; the Improvements, together with the Land shall hereinafter be referred to as the "Real Property");
- (c) All rights, privileges and easements appurtenant to the Land owned by Seller, including, without limitation, any rights to any land lying in the bed of any existing dedicated street, road or alley adjoining the Land and to all strips and gores adjoining the Land, and any other easements, rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively referred to as the "Appurtenances");
- (d) All of Seller's right, title and interest, if any, in all intangible assets of any nature relating to the Real Property, including without limitation all of Seller's right, title and interest in all (i) all licenses, permits, and approvals, and (ii) all plans and specifications, in each case to the extent that they are in Seller's possession or control and Seller may legally transfer the same without cost to Seller (the "Intangible Personalty").

ARTICLE THREE: PAYMENT OF PURCHASE PRICE

Section 3.01. The Purchase Price for the Property shall be payable as follows:

- (a) Within five (5) business days of the Effective Date, Buyer shall deposit with Buyer's Title Company, by check or by wire transfer, funds in the amount of the Deposit as a deposit on account of the Purchase Price. The Deposit shall be held by the Buyer's Title Company in accordance with the

terms and conditions of Article 11.

(b) On the Closing Date, Buyer shall pay to Seller the Purchase Price via wire transfer in immediately available funds, subject to closing adjustments as hereinafter provided, less a credit for the Deposit.

ARTICLE FOUR: TITLE TO PROPERTY

Section 4.01. At Closing, Seller shall convey to Buyer by Limited Warranty Deed, good and marketable title in fee simple to the Real Property, insurable without exception at regular rates by the Title Company subject only to (a) the Permitted Title Exceptions (hereinafter defined); and (b) the following (collectively referred to as the “Permitted Encumbrances”):

- (a) Any liens for such taxes for the then current year as are not due and payable on the Closing Date, and any liens for municipal betterments assessed after the Effective Date; and
- (b) The provisions of any building, zoning, subdivision, and similar laws applicable to the Property.

Section 4.02. Buyer shall promptly obtain a title insurance commitment (the “Title Commitment”) to issue an owner’s and mortgagee’s policy of title insurance, including such affirmative insurance and endorsements as Buyer may desire, from the Title Company, and an ALTA/ACSM as-built survey of the Property (the “Survey”). At least five (5) days before the expiration of the Due Diligence Period, Buyer shall provide Seller with written notification of any objections to title or any objectionable exceptions to title disclosed in the Title Commitment and/or any objections relating to the Survey (other than for monetary liens which Buyer is deemed to have already objected to and which Seller is obligated to remove as provided in Section 4.03 below) (collectively “Title Objection Notice”). Buyer’s Title Objection Notice shall be accompanied by a copy of the Title Commitment and Survey obtained by Buyer. Anything contained in (or disclosed by) the Title Commitment and/or the Survey not listed as an objection in Buyer’s Title Objection Notice, except for matters first arising after the date of the Title Commitment, shall be deemed “Permitted Title Exceptions” accepted by Buyer for purposes of Closing, and matters identified in Buyer’s Title Objection Notice or first arising after the date of the Title Commitment and subsequently objected to by Buyer are hereinafter referred to as “Title Objections”.

Section 4.03. If Buyer notifies Seller, as herein provided, of a Title Objection, Seller may elect, upon delivery of written notice to Buyer within three (3) business days after receipt of notification from Buyer of a Title Objection, whether or not to cure such Title Objection. If Seller does not respond to any Title Objection within such time period, Seller shall be deemed to have elected not to cure such Title Objection. If Seller elects to attempt to cure such Title Objections, then Seller shall have until the Closing Date to remove or otherwise cure such Title Objections and to submit reasonably satisfactory evidence to Buyer that such Title Objections have been removed or cured; provided, however, that nothing herein shall require Seller take any such actions other than with respect to those monetary liens encumbering the Property that Seller is required to remove pursuant to this paragraph below. For the purposes of this Agreement and notwithstanding anything

to the contrary contained herein, Seller shall be obligated to remove only those monetary liens arising from (i) any mortgage encumbering the Property that secures Seller's obligation to pay a monetary amount to the extent such mortgage was voluntarily created by Seller's affirmative grant, (ii) any monetary lien (including, without limitation, a mechanics lien or a judgment for a liquidated amount) that resulted from Seller's failure to pay any amount due and payable by Seller in connection with the Property, and (iii) any real estate tax or assessment liens affecting the Property. It is agreed that in the event Seller proposes to cure or otherwise address a Non-Permitted Exception either by obtaining the contract of the Title Company to omit such Non-Permitted Exception from the title insurance policy to be issued pursuant to the Title Commitment or the Agreement of the Title Company of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over the Non-Permitted Exception or other known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of its counsel, to deem title to the Property unacceptable or unmarketable and to terminate this Agreement by written notice to Seller in which event the Deposit, together with all interest thereon, shall be immediately returned to Buyer and this Agreement shall terminate without further recourse to the parties except as explicitly set forth herein to survive termination. Seller shall have the right, at its sole election, to adjourn the Closing Date one or more times, for a period or periods not in excess of thirty (30) days, in the aggregate, from the originally scheduled Closing Date, to enable Seller to convey title to the Property without such Title Objections. If Seller does not so elect to cure such Title Objections, or if having elected to cure such Title Objections Seller is unable to convey title subject to and in accordance with the provisions of this Agreement, Buyer may either (i) terminate this Agreement by written notice to the Seller on or before the Closing Date, in which event this Agreement shall become void and of no further effect, the Deposit shall be immediately returned to Buyer, and thereupon neither party shall have any further obligations of any nature to the other hereunder or by reason hereof, except as explicitly set forth herein to survive termination, or (ii) upon notice to Seller, accept such title as Seller can convey without reduction of the Purchase Price or any credit or allowance on account thereof.

Whether or not Buyer shall have delivered to Seller a Buyer's Title Objection Notice pursuant to Section 4.02 above, if any amendment or supplement to the Title Commitment issued after the Due Diligence Period, or any updated review or Violation search, reveals any new defect or exception to title not disclosed by the original Title Commitment or the Survey or any new Violation, Buyer shall have the same rights to object to such amendment or supplement or new defect, exception or Violation as provided above with respect to the Title Commitment and the Survey and Seller shall use commercially reasonable efforts to cure such new objections

Section 4.04. If at the Closing Date there may be any monetary liens or mortgages which Seller is responsible to discharge, Buyer may require Seller to use all, or any portion, of the Purchase Price payable at the Closing to satisfy the same.

Section 4.05. Anything in this Agreement, in general, or in this Section 4, in particular, to the contrary notwithstanding, in the event that the Survey cannot be completed during the Due Diligence Period, then Buyer may request an extension of the Due Diligence Period for thirty (30) additional days, or for such additional days as the Surveyor requires to complete such Survey of the Property t, provided that such additional days will not exceed ninety (90) cumulative days after the initial Due Diligence Period. If Buyer seeks to extend the Due Diligence Period pursuant to Section 4.05, then Buyer shall provide to Seller five (5) business days' written notice of such extension prior to the end of the Due Diligence Period.

ARTICLE FIVE: CLOSING

Section 5.01. On the Closing Date, all matters to be performed under this Agreement incident to the conveyance of the Property and the payment of the Purchase Price (collectively, the "Closing") shall be performed through the offices of the Title Company or at a mutually acceptable location. Unless otherwise agreed to by Seller and Buyer, the Closing shall commence on the Closing Date at 2:00 p.m. All documents shall be delivered on the Closing Date, provided that each party shall use best efforts to provide final execution forms of its respective closing documents to the other party for review at least seven (7) business days prior to Closing.

Section 5.02. On the Closing Date, Seller shall deliver at the Closing the following documents and materials:

- (a) a Limited Warranty Deed to the Real Property from the Seller, duly executed and acknowledged by Seller, in proper recordable form and otherwise in form satisfactory to the Title Company.
- (b) an appropriate sworn seller's affidavit of title, sufficient for the Title Company to delete any exceptions for parties in possession and construction, mechanic's and materialmen's liens from Buyer's title policy, duly executed and acknowledged by Seller;
- (c) such documentation reasonably satisfactory to Buyer's Counsel and the Title Company to confirm the authority of Seller to consummate the transaction contemplated hereunder;
- (d) a non-foreign certification pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;
a 1099-S form questionnaire for filing by Buyer's counsel or Buyer's lender's counsel;
- (e) a Georgia affidavit of Residency;
- (f) a counterpart original of the Closing Statement setting forth the Purchase Price, the applicable closing adjustments, and the application of the Purchase Price as adjusted, duly executed by Seller;

- (g) a broker's lien waiver from Seller's broker, if applicable;
- (h) Any and all transfer tax returns, declarations of value or other documents required to be executed by Seller under any applicable law or necessary for the recording of the deed; and
- (i) Such other customary documents as may be reasonably required by Buyer or Buyer's Title Company to consummate the transactions contemplated by this Agreement.

At least five (5) days prior to Closing, Seller shall provide Buyer with copies of the proposed form of deed, affidavits and other closing documents as provided above, all of which shall be in form and substance reasonably satisfactory to Seller and Buyer and to their respective counsel.

Section 5.03. The obligations of Buyer to consummate the transaction contemplated by this Agreement are, in addition to the other terms and conditions of this Agreement, subject to the following (any one or more of which may be waived in whole or in part by Buyer at its discretion):

- (a) The representations and warranties made by Seller in this Agreement being true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date, and Seller shall deliver a certificate to such effect at Closing;
- (b) Seller having performed in all material respects all covenants and obligations required by this Agreement to be performed by Seller on or prior to the Closing Date;
- (c) Subject to Article 6 hereof and subject to any matters resulting from or arising in connection with any act or omission of Buyer, between the expiration of the Due Diligence Period and the Closing Date there shall have occurred no material adverse change in (a) the condition of the Property or (b) title to the Property; and
- (d) No new encumbrances or exceptions to title shall have been recorded pertaining to the Property between the date of the Title Commitment and the Closing that have not been approved by Buyer or that are not removed by Seller or agreed to be removed by Seller prior to or contemporaneously with the Closing, and the Escrow Agent is prepared to issue at the Closing an ALTA form of owner's policy of title insurance at commercially customary rates, subject only to the Permitted Encumbrances.

In the event Seller shall not be able to convey the Property on the Closing Date or any extended time for performance in accordance with the provisions of this Agreement including, without limitation, by failing to deliver to Buyer at Closing any of the Seller deliveries

contemplated in Section 5.02 above, then Buyer shall have the option, exercisable in Buyer's sole discretion by written notice to Seller at or prior to Closing, of (i) accepting at Closing the Property in such condition as Seller is able, waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing Date for a period of time reasonably acceptable to Buyer (but not to exceed thirty (30) days in the aggregate), or (iii) terminating this Agreement, in which event the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. Buyer shall at all times have the right to waive any condition for Buyer's benefit. Any such waiver shall be expressly made in writing and delivered to Seller.

Section 5.04. On the Closing Date, Buyer shall deliver to Seller at the Closing the following:

- (a) the balance of the Purchase Price for the Property (plus any additional funds necessary to pay Buyer's share of closing costs and prorations, as hereinafter set forth) with immediately available funds;
- (b) such documentation as may be reasonably required by Buyer's title insurance company to confirm the authority of Buyer to consummate the transaction contemplated hereunder; and
- (c) a duly executed counterpart of the Closing Statement.

Section 5.05. At the Closing, closing costs shall be paid and prorations made as follows:

- (a) Buyer and Seller shall each pay their own attorneys' fees. Seller shall pay (1) any local or state realty transfer taxes (including all documentary stamps, excise taxes, sales and use taxes) in connection with the conveyance regardless of custom (exclusive of any intangible taxes or documentary stamps due and payable on any security deed given by Buyer in connection with Buyer's financing); (2) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer, and (3) one-half of the deposit holding/closing escrow fee of the Escrow Agent. Buyer will pay (1) the cost of recording the Deed and all expenses of the commitment and policy of owner's title insurance, all costs of Buyer's financing and of lender title insurance, and (2) one-half of the deposit holding/closing escrow fee of the Escrow Agent.
- (b) All prorations shall be made as of 12:01 a.m. on the Closing Date, so that for purposes of prorations, Buyer shall be deemed in ownership of the Property throughout such day. The following adjustments and payments shall be made at Closing (as applicable):

- (i) real property taxes;
- (ii) electricity charges;
- (iii) gas charges;
- (iv) water rates and charges; and
- (v) sewer taxes and rents.

Apportionment of real property taxes, electricity charges, gas charges, water rates and charges and sewer taxes and rents shall be made on the basis of the calendar year for which assessed. If the Closing Date shall occur before the real property tax rate is fixed, the apportionment of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Unless otherwise specified herein, all matters shall be prorated on an accrual basis. Seller shall pay in full all assessments affecting the Property, whether special or general made prior to the Effective Date.

The provisions of this Section 5.05 shall survive Closing as set forth above.

Section 5.06. On or before the date that is five (5) business days prior to the Closing Date, Seller shall prepare and submit for review and approval by Buyer (such approval not to be unreasonably withheld or delayed) a schedule of prorations and closing costs that is as complete and accurate as reasonably possible (as approved, the "Closing Statement"). Buyer and Seller shall cooperate in good faith to make any adjustments necessary to Seller's draft Closing Statement. If any of the prorations cannot be calculated accurately on the Closing Date, then they shall be estimated to the extent possible as of the Closing and calculated as soon after the Closing Date as is feasible. All adjustments to initial estimated prorations shall be made by the parties with due diligence and cooperation within 60 days following the Closing, or such later time as may be required to obtain necessary information for proration, by prompt cash payment to the party yielding a net credit from such prorations from the party; provided, however, that the provisions of this paragraph shall survive the Closing for a period of ninety (90) days following the Closing, and after such date neither Seller nor Buyer shall have any further rights or obligations under this Section 5.06.

ARTICLE SIX: RISK OF LOSS

Section 6.01. The risk of loss or damage to the Property by fire or otherwise until the delivery of the Deed is assumed by Seller. In case the Property shall suffer injury by fire or other casualty, this Agreement shall nevertheless remain in full force and effect without any abatement whatsoever allowed to Buyer with respect to the Purchase Price. In the event of such injury, Seller shall have the option to either (i) restore or repair such damage by the Closing Date hereunder (such Closing Date to be extended if necessary to accommodate such restoration or repair, which extension shall not exceed ninety (90) days), in which event Seller shall be entitled to receive the proceeds payable under the insurance policies, or (ii) refrain from repairing any such damage, in which event Buyer shall accept title in such damaged condition, and Seller shall assign and transfer to Buyer, without recourse or warranty, all of the right, title and interest of Seller in and to the insurance proceeds covering such damage or casualty which Seller may be entitled to receive thereunder.

ARTICLE SEVEN: CONDEMNATION

Section 7.01. If between the Effective Date and the Closing Date, all or any portion of the Property is taken by any governmental authority (or notice thereof is given of the intention to take the Property or any portion thereof), Seller, at its option, may terminate this Agreement within thirty (30) days of Seller's receipt of written notice thereof, by delivery to Buyer of its election to terminate. In the event of a termination of this Agreement in accordance with this Section 7.01, the Deposit shall be returned to Buyer by Seller's Attorney and this Agreement shall terminate and be null and void. If this Agreement is not terminated as aforesaid, at the Closing, Seller shall assign to Buyer, without recourse, all of its right, title and interest in and to the entire award to which it may otherwise be entitled in the condemnation proceedings and shall pay to Buyer at the Closing any portion of the award theretofore received by Seller.

ARTICLE EIGHT: TRANSFER AT CLOSING

Section 8.01. Seller shall convey to Buyer title to the Property, the Appurtenances and the Improvements by duly executed and acknowledged deed. Evidence of delivery of title shall be the Title Company's irrevocable commitment to issue to the Buyer, effective as of the date and time the Deed is recorded, an ALTA extended coverage Owner's Policy of Title Insurance with coverage in the amount of the Purchase Price, insuring that fee simple title to the Property and title to the Improvements and to the Appurtenances is vested in Buyer subject only to the Permitted Exceptions (the "Title Policy").

ARTICLE NINE: CONDITION OF PROPERTY

Section 9.01. THE ENTIRE AGREEMENT BETWEEN THE SELLER AND BUYER WITH RESPECT TO THE PROPERTY AND THE SALE THEREOF IS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE PARTIES ARE NOT BOUND BY ANY AGREEMENTS, UNDERSTANDINGS, PROVISIONS, CONDITIONS, REPRESENTATIONS OR WARRANTIES (WHETHER WRITTEN OR ORAL AND WHETHER MADE BY SELLER OR ANY AGENT, EMPLOYEE OR PRINCIPAL OF SELLER OR ANY OTHER PARTY) OTHER THAN AS ARE EXPRESSLY SET FORTH AND STIPULATED IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTATION. WITHOUT IN ANY MANNER LIMITING THE GENERALITY OF THE FOREGOING OR BUYER'S RIGHT TO RELY UPON THE EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF SELLER CONTAINED HEREIN OR IN ANY CONVEYANCE DOCUMENTATION OR CERTIFICATION EXECUTED BY THE SELLER, UPON EXPIRATION OF THE DUE DILIGENCE PERIOD BUYER ACKNOWLEDGES THAT IT AND ITS REPRESENTATIVES WILL HAVE FULLY INSPECTED AND INVESTIGATED THE PROPERTY AND ALL MATTERS RELATED THERETO AND HAD AN ADEQUATE OPPORTUNITY TO DO SO, AND WILL BE FULLY FAMILIAR WITH THE FINANCIAL AND PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION THEREOF, AND THAT THE PROPERTY IS BEING PURCHASED BY BUYER IN AN "AS IS" AND "WHERE IS" CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT) PURSUANT TO SUCH INSPECTIONS AND INVESTIGATIONS AND NOT IN RELIANCE ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT

LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER OR ANY AGENT, EMPLOYEE OR PRINCIPAL OF SELLER OR ANY OTHER PARTY (EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE DELIVERED BY SELLER AT CLOSING) AS TO THE FINANCIAL OR PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION OF THE PROPERTY OR THE AREAS SURROUNDING THE PROPERTY, OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL, STATE OR LOCAL LAWS, AS TO THE INCOME OR EXPENSE IN CONNECTION THEREWITH, OR AS TO ANY OTHER MATTER IN CONNECTION THEREWITH. BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE EXECUTED AND DELIVERED BY SELLER AT CLOSING, NEITHER SELLER, OR ANY AGENT OR EMPLOYEE OF SELLER NOR ANY OTHER PARTY ACTING ON BEHALF OF SELLER HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENT, CONDITION, REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED. THIS PARAGRAPH SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED, AND SHALL BE DEEMED INCORPORATED BY REFERENCE AND MADE A PART OF ALL DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER IN CONNECTION WITH THE SALE OF THE PROPERTY. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NOTHING HEREIN CONTAINED SHALL, IN ANY WAY, ABROGATE, MODIFY, OR DILUTE, IN WHOLE, OR IN PART, SELLER'S LIMITED WARRANTY OF TITLE GIVEN TO BUYER IN ACCORDANCE HEREWITH.

Section 9.02. WITHOUT LIMITING THE PROVISIONS OF SECTION 9.01 ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY RELEASES, WAIVES AND COVENANTS NOT TO SUE SELLER WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES WHETHER SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, (ii) ENVIRONMENTAL MATTERS OF ANY KIND OR NATURE WHATSOEVER RESPECTING THE PROPERTY OCCURRING OR EXISTING PRIOR TO THE CLOSING DATE, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL CONDITIONS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR (iii) ANY OTHER CONDITIONS, INCLUDING ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. WITHOUT LIMITING THE PROVISIONS OF SECTION 9.01 ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER HEREBY RELEASES, WAIVES AND COVENANTS NOT TO SUE SELLER'S PARENT, AND THE

OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, TRUSTEES, PARTNERS, EMPLOYEES, MANAGERS AND AGENTS OF SELLER OR SELLER'S PARENT (TOGETHER WITH SELLER THE "SELLER PARTIES") WITH RESPECT TO ANY CLAIMS. THE RELEASE SET FORTH IN THIS SECTION SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES, THE STATE IN WHICH THE PROPERTY IS LOCATED OR ANY POLITICAL SUBDIVISION THEREOF OR UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OR PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE DATE OF THIS AGREEMENT. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF BUYER'S SELECTION AND BUYER IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH BUYER'S COUNSEL. BUYER FURTHER AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND SUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION, PROVIDED, HOWEVER, THAT THE RELEASES AND WAIVERS SET FORTH IN THIS ARTICLE 9 ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO AFFECT OR IMPAIR ANY RIGHTS OR REMEDIES THAT BUYER MAY HAVE AGAINST SELLER, OR PARENT ENTITIES, MANAGERS, OR OWNERS, AS A RESULT OF A BREACH OF ANY REPRESENTATION BY SELLER OR OF ANY COVENANT OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE DOCUMENTS DELIVERED TO IMPLEMENT THE CLOSING OF THE TRANSACTION DESCRIBED HEREIN NOR SHALL THE RELEASE AND WAIVER SET FORTH IN THIS ARTICLE 9 CONSTITUTE A CONTRACT BY BUYER TO INDEMNIFY SELLER AGAINST ANY LIABILITY WHICH SELLER MAY HAVE TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, THE GEORGIA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR SELLER'S ACTS OR MATTERS THAT PREDATE THE CLOSING OR RELEASE OR WAIVE SELLER FOR CLAIMS BUYER MAY HAVE AGAINST SELLER ARISING OUT OF SELLER'S FRAUD. NOTHING HEREIN CONTAINED SHALL, IN ANY WAY, ABROGATE, MODIFY, OR DILUTE, IN WHOLE, OR IN PART, SELLER'S LIMITED WARRANTY OF TITLE GIVEN TO BUYER IN ACCORDANCE HEREWITH.

Section 9.03. Intentionally Omitted.

Section 9.04. Buyer acknowledges that Seller makes no warranties or representations regarding the adequacy, accuracy or completeness of any third party environmental or engineering reports relating to the Property made available to Buyer or other third-party prepared documents relating to the Property (collectively, the "Reports"), and Buyer shall have no claim against Seller based upon the Reports. Buyer acknowledges that Buyer will have had, during the Due Diligence Period, and by the Closing Date will have had full opportunity to perform such physical inspections, environmental and engineering investigations and appraisals as Buyer deems appropriate, and Buyer shall obtain its own physical inspections, environmental and engineering reports and appraisals of the Property.

Section 9.05. The provisions of this Article 9 shall survive Closing and delivery of the Deed for the Property.

ARTICLE TEN: BROKERS

Section 10.01. The parties hereto represent that the only brokers which have been engaged in this subject sale are the Brokers. No commission shall be deemed earned in connection with this transaction until the transfer of title and payment in full of the Purchase Price. Seller agrees to pay the Brokers a commission pursuant to a separate agreement between Seller and Seller's Broker.

Section 10.02. Buyer warrants and represents to the Seller that there are no brokerage commissions with respect to the sale of the Property due to any broker other than the Brokers by reason of Buyer's acts. This paragraph shall survive the closing of title and delivery of the Deed.

Section 10.03. Seller warrants and represents to the Buyer that there are no brokerage commissions with respect to the sale of the Property due to any broker other than the Brokers by reason of Seller's acts. This paragraph shall survive the closing of title and delivery of the Deed.

ARTICLE ELEVEN: ESCROW PROVISIONS

Section 11.01. Escrow Agent shall not be liable to any party for any act or omission except for bad faith or gross negligence, and the parties agree to indemnify Escrow Agent and hold Escrow Agent harmless from any claims, damages, losses or expenses arising in connection herewith. The parties acknowledge that Escrow Agent is acting solely as a stakeholder for their convenience. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it with respect to the escrowed funds, the Property or the subject matter of this Agreement unless requested to do so by Seller and Buyer and indemnified to its satisfaction against the cost and expense of such defense. Escrow Agent shall not be required to institute legal action or proceedings of any kind or nature and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectability of any check delivered in connection with this Agreement. Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to be signed by the proper parties.

Section 11.02. All interest accruing on the Deposit shall follow the Deposit. The parties hereto shall provide Escrow Agent with their respective tax identification numbers at the time the Deposit is tendered to Escrow Agent.

Section 11.03. Upon receipt of a written notice from either party to disburse the Deposit, Escrow Agent shall give ten (10) days' notice to both parties before delivering the Deposit to any party (except at Closing) and shall release the Deposit upon the expiration of said ten (10) day period, provided neither party has delivered notice to Escrow Agent in accordance with this Section prior to expiration of said period.

Section 11.04. In the event Escrow Agent receives written notice of an objection to the release of the Deposit, Escrow Agent shall not release or deliver the Deposit to either party but shall either continue to hold the Deposit until otherwise directed in a writing signed by Buyer and Seller, or by

order of a court of competent jurisdiction or shall deposit the Deposit with the clerk of any court of competent jurisdiction in the State of Georgia. Upon such deposit, Escrow Agent will be released from all duties and responsibilities hereunder.

ARTICLE TWELVE: RECORDING

Section 12.01. Neither this Agreement, nor a memorandum thereof, shall be recorded in any place of public record by the Buyer, and any such recording shall be deemed a default by Buyer hereunder.

ARTICLE THIRTEEN: NOTICE

Section 13.01. All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, sent by a recognized overnight delivery service with positive tracking of items, or by e-mail with confirmed receipt (provided that a copy of the e-mail transmission is sent to the other party by a recognized overnight delivery service with positive tracking of items on the same day as on which the e-mail transmission is sent) addressed as follows (or to such other person, or at such other address, designated by any party by written notice to the other party as provided herein):

If to Seller: Snyder's-Lance, Inc.
c/o Campbell Soup Company
One Campbell Place
Camden, NJ 08103-1799
Attn.: Real Estate Department
Telephone Number: 856-342-5986
E-mail: realestate@campbells.com

with a copy to: Snyder's-Lance, Inc.
13515 Ballantyne Corporate Place
Charlotte, NC 28277
Attn: Legal Department (Real Estate)
Phone: (704) 554-1421
Fax: (704) 557-8002
E-mail: legalnotice@campbells.com

If to Buyer: City Of Columbus, GA
P.O. Box 1340
Columbus, GA 31902-1340
Attn: Deputy City Manager Pam Hodge
Telephone Number: (706) 225-4206
E-mail: phodge@columbusga.org

with a copy to: The Beil Law Firm, P.C.
P.O. Box 1126
Columbus, GA 31902

Attn: Jacob Beil
Phone: (706) 596-9912
Fax: (706) 576-5583
E-mail: Jacob@beillaw.com

ARTICLE FOURTEEN: DUE DILIGENCE BY BUYER

Section 14.01. Except, only, as may be extended in accordance with the provisions of Section 4.05 hereof, Buyer shall have thirty (30) days from the Effective Date to conduct, at its own cost and expense, a due diligence review of the Property, including examinations, inspections, studies and investigations of the Property in the manner and subject to the limitations contained herein, and a review of all applicable laws, regulations and ordinances (the “Due Diligence Period”).

Section 14.02. On the Effective Date, except to the extent Seller has already done, Seller shall provide to Buyer or make available to Buyer (and in all events within seven (7) business days after the date this Agreement is executed by both Buyer and Seller) copies of the following (all to the extent any such items are in Seller’s possession or control the documents described below herein referred to as the “Due Diligence Documents”):

- (a) Real estate tax bills with respect to the Property for the immediately prior and current tax fiscal years;
- (b) Existing reports and correspondence in Seller’s possession relating to the environmental status and physical condition of the Property; and
- (c) Copies of any notices of violations of any legal requirement issued by any governmental authority with respect to the Property (individually, a “Violation” and collectively, “Violations”).

The Due Diligence Documents are provided by Seller as an accommodation only to facilitate Buyer’s due diligence with respect to the Property and without representation or warranty of any kind except that the Due Diligence Documents are complete and accurate copies of those documents and have not been altered or deleted in any way.

Section 14.03. Buyer, or Buyer’s agents, contractors and consultants, shall carry the following insurance coverages protecting Buyer and Seller with an insurance carrier(s) acceptable to Seller and licensed to conduct business in the State of Georgia: (i) commercial general liability insurance coverage, or self-insurance, with minimum limits of liability in an amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate and the following coverage shall be include bodily injury, property damage, including but not limited to damage by fire, personal injury, and contractual liability (ii) worker's compensation insurance including occupational illness or disease coverage, at statutory rates having jurisdiction over Buyer’s employees, and (iii) commercial automobile liability, or self-insurance, at Five Hundred Thousand Dollars (\$500,000) per claimant and Seven Hundred and Fifty Thousand Dollars (\$750,000) in the aggregate to be maintained for the Term of the Agreement and two (2) years following its termination. The policies shall (i) be maintained with insurers with a Best’s rating of at least “A-”,

Financial Class VII; (ii) include Seller and its parents, subsidiaries, divisions, affiliates, and each of their respective directors, officers, employees, assigns and agents as additional insured under the liability policies; (iii) be primary and non-contributory to any insurance maintained by Seller; and (iv) grant a waiver of subrogation in favor of Seller, including its parents, subsidiaries, divisions, affiliates, and each of their respective directors, officers, employees, assigns and agents as it relates to the liability policies. Prior to any entry by Buyer or its representatives, Buyer shall furnish to Seller certificates evidencing that Buyer or its agents, contractors and consultants are carrying all required coverages and naming Seller and its parents, subsidiaries, divisions, affiliates, and each of their respective directors, officers, employees, assigns and agents as additional insured under the liability policies listed above. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. If any of the insurance policies are canceled by Buyer, Buyer shall be in default of this Agreement. Failure to provide certificate(s) of insurance does not nullify Buyer's obligations under this Section of the Agreement. Failure to deliver such certificates or failure of Seller to demand such certificates shall not be considered a waiver nor excuse performance under this provision. The liability of Buyer and its agents, contractors and consultants is not limited to the scope or limits of any insurance policy or policies. This obligation shall survive termination of this Agreement and the Closing.

Section 14.04. Buyer agrees that, in making any inspections of, or conducting any testing of, on or under the Property, Buyer or Buyer's agent, contractor or consultant will not reveal to any third party not approved by Seller the results of its inspections or tests, unless required by the Georgia Open Records Act, ordered by a court of competent jurisdiction or by subpoena, and will restore promptly any physical damage caused by the inspections or tests to the condition that existed prior to such inspections or tests. Buyer or its agents' contractors or consultants shall be responsible for any claims, loss, costs or liability that may arise in connection with Buyer's inspections or testing of the Property. Buyer shall give Seller reasonable prior written notice of its intention to conduct any inspections or tests and Seller reserves the right to have a representative present. Buyer is expressly prohibited from conducting invasive testing at the Property of any kind without first obtaining Seller's prior written consent, which consent may be given or withheld in Seller's sole discretion. The foregoing confidentiality obligation shall survive termination of this Agreement in the event Buyer does not acquire the Property but shall be void and of no further effect on and after the Closing Date.

Section 14.05. If Buyer is dissatisfied, in Buyer's sole discretion, with the results of such examinations, tests or studies, then in such event Buyer may elect to terminate this Agreement by giving notice of such election (the "Termination Notice") on or before the expiration of the Due Diligence Period, except as may be extended in accordance with Section 4.05 hereof. The results of all inspections and tests including, but not limited to environmental inspections, shall be deemed confidential in nature, and shall not be disclosed to any third parties by Buyer without Seller's express written authorization, unless ordered by a court of competent jurisdiction or by subpoena. In the event of such termination, the Deposit and all accrued interest shall be refunded to Buyer, and this Agreement shall be without any further force, effect or obligation of either party to the other, except for those provisions which expressly survive the termination of this Agreement. If Buyer has not delivered a Termination Notice within the required time period in accordance with this Section, then Buyer shall have no further right to terminate this Agreement pursuant to this Article, and this Agreement shall continue in full force and effect.

Section 14.06. Seller shall terminate all unrecorded contracts in Seller's possession relating to Seller's ownership or operation of the Property in effect on or before Closing, including but not limited to any property management agreements.

ARTICLE FIFTEEN: DEFAULT

Section 15.01. If Buyer or Seller defaults as to any of the provisions of this Agreement, and the non-defaulting party serves the defaulting party with written notice specifying the default, the defaulting party has thirty (30) days from receipt of such notice to cure such default. Failure of the defaulting party to cure the default within such time period shall automatically entitle the non-defaulting party to exercise its rights set forth below.

Section 15.02. In the event Buyer should default in its obligations under this Agreement, and such default shall continue beyond the notice and cure period as set forth in Section 15.01, Seller shall have the right at any time thereafter to terminate this Agreement by notice to Buyer and receive the Deposit from the Escrow Agent and retain same as liquidated damages. Seller's right to receive the Deposit as "liquidated damages" is agreed to by the parties due to the difficulty, inconvenience and uncertainty of ascertaining actual damages for such breach by Buyer and Buyer agrees that the same is a reasonable and fair estimate of damages.

Section 15.03. In the event Seller should willfully default in its obligations under this Agreement, and such default shall continue beyond the notice and cure period as set forth in Section 15.01, Buyer's exclusive remedies shall be to either (a) seek specific performance of Seller's obligations hereunder, (b) waive such default by Seller and proceed to Closing without any reduction of the Purchase Price, or (c) terminate this Agreement and receive the return of the Deposit.

ARTICLE SIXTEEN: SELLER'S COVENANTS REGARDING OPERATION OF PROPERTY

From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller agrees as follows:

Section 16.01. Seller will promptly deliver to Buyer any material notice, including, without limitation:

- (a) any casualty affecting all or any portion of the Property,
- (b) any pending or threatened condemnation proceeding or litigation affecting the Real Property of which Seller receives written notice, and
- (c) any event or circumstance of which Seller has knowledge that makes any of Seller's representations under this Agreement untrue or incorrect in any material respect.

Section 16.02. Seller will not grant or purport to create in favor of any third party any interest in the Property or any part thereof or further encumber the Property or otherwise sell or change the status of title of all or any interest in the Property without the prior written approval of

Buyer, which approval shall not be unreasonably withheld, conditioned, or delayed prior to the end of the Due Diligence Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Due Diligence Period.

Section 16.03. Seller will continue to maintain in full force and effect all insurance as presently carried by Seller, and, if not already maintained, shall cause the fire and extended coverage insurance relating to the Property to be maintained in an amount not less than full replacement cost of the Property.

Section 16.04. Seller will promptly notify Buyer in writing of any Violation of which Seller receives written notice.

ARTICLE SEVENTEEN: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing, as follows:

Section 17.01. Seller is a corporation duly organized and validly existing under the laws of the State of North Carolina and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized. This Agreement, as executed by Seller, constitutes the valid and legally binding obligation of Seller, as applicable, enforceable against Seller, as applicable, in accordance with its respective terms.

Section 17.02. Seller has received no written notice that any portion of the Property is subject to any actual or proposed, pending or threatened litigation that would materially adversely affect Buyer or Buyer's intended use of the Property or involves a claim concerning title to the Property or any part thereof, or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

Section 17.03. Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Buyer, (2) any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any contract or instrument to which Buyer is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such contract or instrument; no authorization, consent, approval of any governmental authority (including courts) is required for the execution and delivery by Buyer of this Agreement or the performance of its obligations hereunder.

Section 17.04. Seller has not made any voluntary, nor has Seller received any written notice of any involuntary, petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy or insolvency law that is pending against or contemplated by Seller.

Section 17.05. Seller has not received any written notice of any Violations or any breach or violation of any covenants or restrictions applicable to or encumbering the Real Property which has not been remedied to the extent required by applicable law or the applicable contract.

Section 17.9. Seller has not received any written notice of any condemnation or eminent domain proceedings pending or threatened against the Property.

Section 17.10. Except as set forth in any environmental reports or other written information delivered by Seller to Buyer or obtained by Buyer from another source, Seller has not received any written notice from any governmental authority demanding clean-up or other remedial action with respect to the Property or payment or contribution for any environmental contamination of the Property or any damages attributable thereto which have not been complied with or otherwise satisfied.

Section 17.12. The representations and warranties of Seller set forth in this Article 17 shall survive Closing for a period of one year (the "Survival Period") and shall not be merged with the execution and delivery of the Deed and other closing documents hereunder provided however that any action, suit or other claims arising from Seller's representation or warranties under this Agreement shall be commenced, if at all, on or before that date which is sixty (60) days after the expiration of the Survival Period and if not so commenced thereafter such representations and warranties shall be void and of no further force or effect.

ARTICLE EIGHTEEN: MISCELLANEOUS

Section 18.01. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the Property, and contains the sole and entire understanding between Seller and Buyer with respect to the Property. All promises, inducements, offers, letters of intent, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

Section 18.02. All captions, headings, section, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purposes of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement.

Section 18.03. All references to sections, paragraphs or subparagraphs shall be deemed to refer to the appropriate section, paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder" and other terms of like or similar import shall be deemed to refer to this Agreement as a whole and not to any particular section, paragraph or subparagraph hereof.

Section 18.04. Any condition or right of termination or cancellation granted by this Agreement to Buyer or Seller may be waived by such party.

Section 18.05. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

Section 18.06. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 18.07. Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual or entity without the consent thereto by Seller, except that Buyer may assign or transfer such rights and obligations to an entity controlling, controlled by or under common control with Buyer or any principal of Buyer, directly or indirectly, without Seller's consent, but with prior notice to Seller. Notwithstanding any such assignment consented to by Seller or permitted hereunder, the Buyer named in this Agreement shall remain primarily liable for the obligations of Buyer set forth in this Agreement. No assignment or transfer by Buyer will be permitted if such assignment or transfer would, in Seller's opinion, cause this transaction to violate any provision of applicable law.

Section 18.08. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next business day.

Section 18.09. Seller and Buyer shall each provide such tax information to Seller's and/or Buyer's respective counsel promptly upon request therefor as Seller's and/or Buyer's counsel may deem to be reasonably necessary in order to effect compliance with any reporting requirements of the Internal Revenue Code of 1986, as amended, which obligation shall survive the Closing.

Section 18.10. In the event that this Agreement is terminated for any reason, Buyer shall, on request, deliver to Seller (on a non-exclusive basis) copies of all studies, reports, test results, surveys, title examinations and plans prepared by or for Buyer with respect to the Property.

Section 18.11. Each party represents and warrants to the other that neither such representing party nor any of its partners, officers, directors, members or shareholders, has been, is, or hereafter will be, (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) engaged in activities prohibited in the Orders; or (vii) convicted, pleaded

nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.).

Section 18.12. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or e-mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

Section 18.13. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of Georgia and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

Section 18.14. All Exhibits which are referred to herein and which are attached hereto constitute a part of this Agreement.

Section 18.15. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

Section 18.16. For purposes of this Agreement, “business day” means any day on which business is generally transacted by banks in the Atlanta, Georgia metropolitan area. If a date or the expiration date of any period that is set out in any paragraph of this Agreement falls upon a day that is not a business day, then, in such event, the date or expiration date of such period shall be extended to the next business day.

Section 18.17. This Agreement is for the sole benefit of the parties to this Agreement (and their respective successors and permitted assigns), and no other person or entity shall be deemed to be a third-party beneficiary of this Agreement.

Section 18.18. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible

extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

SELLER:

SNYDER'S-LANCE, INC.,
a North Carolina corporation

By:  _____

Name: Ashok Madhavan

Title: Vice President and Treasurer

Date: March 12, 2022

BUYER:

COLUMBUS, Georgia,
a consolidated city-county government

By: _____

Name: _____

Title: _____

Date: _____

(SEAL OF CITY)

EXHIBIT A

PARCELS

	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Parcel ID #</u>
1	836 8th Ave	Columbus	GA	019 021 003
2	834 8th Ave	Columbus	GA	019 021 004
3	826 8th Ave	Columbus	GA	019 021 005
4	824 8th Ave	Columbus	GA	019 021 006
5	820 8th Ave	Columbus	GA	019 021 007
6	808 8th Ave	Columbus	GA	019 021 008
7	801 9th Ave	Columbus	GA	019 021 012
8	813 9th Ave	Columbus	GA	019 021 013
9	815 9th Ave	Columbus	GA	019 021 014
10	819 9th Ave	Columbus	GA	019 021 015
11	821 9th Ave	Columbus	GA	019 021 016
12	823 9th Ave	Columbus	GA	019 021 017
13	825 9th Ave	Columbus	GA	019 021 018
14	827 9th Ave	Columbus	GA	019 021 019
15	829 9th Ave	Columbus	GA	019 021 020
16	831 9th Ave	Columbus	GA	019 021 021
17	833 9th Ave	Columbus	GA	019 021 022
18	837 9th Ave	Columbus	GA	019 021 023
19	820 9th St	Columbus	GA	019 021 028