SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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SNYDER'S-LANCE, INC.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): January 8, 2013

SNYDER' S-LANCE, INC.

(Exact Name of Registrant as Specified in Charter)

North Carolina	0-398	56-0292920
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

13024 Ballantyne Corporate Place, Suite 900	28277
(Address of Principal Executive Offices)	(Zip Code)

Registrant' s telephone number, including area code: (704) 554-1421

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Certain Officers

On January 8, 2013, Snyder' s-Lance, Inc. (the "Company") entered into a Transitional Services and Retirement Agreement (the "Retirement Agreement") with David V. Singer, Chief Executive Officer of the Company. The Retirement Agreement provides for Mr. Singer' s retirement as Chief Executive Officer of the Company effective immediately following the Company' s 2013 annual meeting of stockholders scheduled for May 3, 2013 (the "CEO Resignation Date"). Mr. Singer will not stand for reelection to the Board of Directors at the 2013 annual meeting of stockholders.

During the period from the CEO Resignation Date through February 28, 2014 (the "Transitional Services Period"), Mr. Singer will continue to serve as a full-time employee of the Company in a non-executive, non-officer capacity. During this period, Mr. Singer will assist with the transition of his duties to his successor and provide assistance and consultation to the Board of Directors. Mr. Singer will retire from the Company on February 28, 2014 (the "Retirement Date").

Appointment of Certain Officers

On January 14, 2013, the Board of Directors of the Company announced that it has appointed Carl E. Lee, Jr. to succeed Mr. Singer as Chief Executive Officer of the Company, effective immediately after the Company' s 2013 annual meeting of stockholders.

Mr. Lee, age 53, has served as President and Chief Operating Officer of the Company since December 2010. He served as the President and Chief Executive Officer of Snyder' s of Hanover, Inc. ("Snyder' s") from 2005 until its merger with Lance, Inc. in December 2010. From 2001 to 2005, Mr. Lee worked for First Data Corporation as President and Chief Executive Officer of Wells Fargo Merchant Services. From 1986 until 2001, Mr. Lee served in various officer roles with Frito-Lay and Nabisco. Mr. Lee was as a member of the Board of Directors of Snyder' s from 2005 until the merger in December 2010, and has been a director of the Company since December 2010. Mr. Lee has also served on the Board of Directors of Welch' s Foods since 2009.

A copy of the Company' s press release dated January 14, 2013 is being furnished as Exhibit 99.1 hereto.

Compensatory Arrangements and Amendments

Mr. Singer' s Retirement Agreement supersedes and replaces certain provisions of his Executive Employment Agreement, dated May 11, 2005 (as amended, the "Employment Agreement"), with respect to his duties and compensation. Pursuant to the Retirement Agreement, the Company has agreed to pay or provide to Mr. Singer the following through the Retirement Date:

1. Base salary set at the annual rate of (a) $764,750 for the period from December 30, 2012 through the CEO Resignation Date and (b) $466,050 for the period from the CEO Resignation Date through the Retirement Date.
2. A performance-based cash incentive award under the Company' s 2013 Annual Performance Incentive Plan in a target amount of 100% of base salary for 2013. The actual amount of the award will be determined by the Compensation Committee in accordance with the terms of the 2013 Annual Performance Incentive Plan, as generally applicable to executive officers of the Company and subject to Mr. Singer' s continued employment with the Company through the Retirement Date. No annual cash incentive award will be payable to Mr. Singer for 2014.

3. Long-term incentive compensation awards under the Company' s 2013 Long-Term Incentive Plan in an aggregate target amount of $1,404,438, divided among restricted stock units settled in shares of the Company' s common stock ("RSUs") and a target cash performance-based award ("cash LTIP") in accordance with the terms of the 2013 Long-Term Incentive Plan as generally applicable to other executive officers of the Company. If Mr. Singer remains employed with the Company through the Retirement Date and complies with the post-employment covenants in his Employment Agreement, (a) the RSUs will continue to vest after the Retirement Date in accordance with their original vesting schedule and (b) the amount of the cash LTIP will be determined after the end of the applicable performance period, pro-rated based on the number of days in the performance period through the Retirement Date (the "Special Vesting Provisions"). No long-term incentive awards will be granted or payable to Mr. Singer for 2014.

4. At the discretion of the Compensation Committee, accelerated vesting as of the Retirement Date of the portion of unvested stock options and restricted stock granted to Mr. Singer under the Company' s 2012 Long-Term Incentive Plan. Such acceleration is subject to Mr. Singer' s continued employment and the satisfactory performance of his duties through the Retirement Date.

5. During Mr. Singer' s continued employment with the Company through the Retirement Date, eligibility to participate in health and welfare benefits; pension, profit sharing and retirement plans; and other company benefits that are generally provided to similarly situated executives. Effective as of December 30, 2012, Mr. Singer will not be entitled to any automobile allowance or perquisites.

The Retirement Agreement also supersedes and replaces the severance provisions of Mr. Singer' s Employment Agreement effective as of the CEO Resignation Date. After the CEO Resignation Date, no severance will be payable to Mr. Singer for any termination of employment, except Mr. Singer will be entitled to receive the following if he is terminated by the Company without "Cause" during the Transitional Services Period:

A. All unpaid base salary under the Retirement Agreement from the date of termination through the Retirement Date.

B. An amount equal to his target cash incentive award under the 2013 Annual Performance Incentive Plan.

C. Vesting of awards under the 2013 Long-Term Incentive Plan in accordance with the Special Vesting Provisions (as described above).

D. Accelerated vesting, at the discretion of the Compensation Committee, of any portion of unvested stock options or restricted stock awarded under the 2012 Long-Term Incentive Plan.

Pursuant to the Retirement Agreement, Mr. Singer has agreed to continue to hold a specified number of shares of the Company' s common stock following the Retirement Date until December 31, 2015.

Mr. Singer' s Employment Agreement includes customary covenants regarding confidentiality of information and competition with the Company. These covenants were not superseded by the Retirement Agreement and will remain in effect in accordance with their terms. Pursuant to the Retirement Agreement, Mr. Singer' s Amended and Restated Compensation and Benefits Assurance Agreement, dated as of April 24, 2008, will be terminated and cancelled in its entirety as of the CEO Resignation Date.

The summary of the Retirement Agreement contained herein is qualified in its entirety by reference to the full text of the Retirement Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit Description
10.1	Transitional Services and Retirement Agreement, dated as of January 8, 2013, between the Company and David V. Singer
99.1	Press Release dated January 14, 2013

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SNYDER' S-LANCE, INC.

Date: January 14, 2013

By: /s/ A. Zachary Smith III
A. Zachary Smith III
Secretary

SECURITIES AND EXCHANGE COMMISSION
Washington, DC

EXHIBITS

CURRENT REPORT
ON
FORM 8-K

Date of Event Reported:	Commission File No:
January 8, 2013	0-398

SNYDER' S-LANCE, INC.

EXHIBIT INDEX

Exhibit No.	Exhibit Description
10.1	Transitional Services and Retirement Agreement, dated as of January 8, 2013, between the Company and David V. Singer
99.1	Press Release dated January 14, 2013

Exhibit 10.1

TRANSITIONAL SERVICES AND RETIREMENT AGREEMENT

This Transitional Services and Retirement Agreement (the "Agreement") is entered into this 8th day of January, 2013, by and between Snyder' s-Lance, Inc., a North Carolina corporation (the "Company"), and David V. Singer ("Singer").

Statement of Purpose

Singer currently serves as Chief Executive Officer of the Company pursuant to an Executive Employment Agreement with the Company dated May 11, 2005, as subsequently amended (the "Employment Agreement"). The Company and Singer desire to provide for Singer' s retirement as Chief Executive Officer of the Company effective at the adjournment of the Company' s annual meeting of stockholders currently scheduled for May 3, 2013, and for a period of services by Singer in a non-executive capacity through February 28, 2014 to assist with the transition of such duties to the new Chief Executive Officer of the Company. The purpose of this Agreement is to set forth the understanding of the parties with respect to such retirement and transitional services.

NOW, THEREFORE, in consideration for the Statement of Purpose and of the mutual covenants and agreements set forth herein, the Company and Singer do hereby agree as follows:

1. Retirement.

(a) Resignation as Chief Executive Officer. Singer shall continue to serve as Chief Executive Officer of the Company through the adjournment of the Company' s annual meeting of stockholders currently scheduled for May 3, 2013 (the "CEO Resignation Date"). At the CEO Resignation Date, Singer shall resign from (i) all officer positions with the Company (including without limitation the position of Chief Executive Officer of the Company) and its subsidiaries and affiliates and (ii) any fiduciary, administrative or other committees, including with respect to any employee benefit plans of the Company. In addition, Singer shall not stand for re-election to the Board of Directors of the Company (the "Board") for any period beginning on or after the CEO Resignation Date.

(b) Transitional Services and Retirement. During the period from the CEO Resignation Date through the close of business on February 28, 2014 (the "Transitional Services Period"), Singer shall continue as a full-time employee of the Company in a non-executive, non-officer capacity. Singer shall provide guidance and advice to the Company' s Chief Executive Officer to assist in the transition of Singer' s duties and such other transitional services as may be reasonably requested from time to time by the Chief Executive Officer. During the Transitional Services Period, Singer shall report to the Chairman of the Board and the Lead Independent Director and shall provide the Board such assistance and consultation as may be reasonably requested by the Chairman of the Board or the Lead Independent Director. Singer shall retire from the Company, and his employment with the Company and its subsidiaries and affiliates shall thereby terminate, effective at the close of business on February 28, 2014 (the "Retirement Date").

2. Compensation Through Retirement Date.

(a) Salary. Singer’ s base salary effective December 30, 2012 through the Retirement Date shall be as follows:

(i) for the period from December 30, 2012 through the CEO Resignation Date, base salary shall be paid at the annual rate of $764,750; and

(ii) for the Transitional Services Period, base salary shall be paid at the annual rate of $466,050.

(b) 2013 Annual Cash Incentive Award. Singer shall be eligible for an annual cash incentive award for performance in 2013 under the Company’ s 2013 Annual Performance Incentive Plan in the target amount of 100% of Singer’ s base salary to be paid in 2013. The Compensation Committee of the Board (the “Compensation Committee”) shall determine the actual amount of such 2013 annual cash incentive award based on its review of the Company’ s and Singer’ s performance consistent with the terms of the 2013 Annual Performance Incentive Plan as generally applicable to other executive officers of the Company, subject to Singer’ s continued employment with the Company through the Retirement Date. Such annual incentive compensation award for 2013 shall be payable at the same time awards are payable under the 2013 Annual Performance Incentive Plan to other executive officers of the Company. No annual cash incentive award shall be payable for services rendered by Singer during 2014.

(c) 2013 Long-Term Incentive Target Awards. Singer shall receive long-term incentive compensation awards under the Company’ s 2013 Long-Term Incentive Plan in the aggregate target amount of $1,404,438, divided among restricted stock units settled in shares of the Company’ s common stock (“RSUs”) and a target cash performance-based award (“cash LTIP”) in accordance with the terms of the 2013 Long-Term Incentive Plan as generally applicable to other executive officers of the Company, except that the portion awarded to other executive officers as stock options and shares of restricted stock shall be awarded to Singer as RSUs in order to facilitate the special vesting provisions set forth below. Notwithstanding the foregoing, if Singer remains employed with the Company through the Retirement Date, the following special vesting provisions shall apply with respect to such 2013 Long-Term Incentive Plan awards:

(i) the RSUs shall continue to vest and be paid in accordance with their original vesting schedule; and

(ii) the amount of the cash LTIP shall be determined after the end of the applicable three-year performance period, pro rated based on the number of days in the performance period completed through the Retirement Date and paid out based on actual performance at the same time cash LTIP awards for that performance period are payable to other executive officers;

provided, however, that any post-employment vesting of RSUs or the cash LTIP as provided above is specifically conditioned on Singer’ s compliance with the post-employment covenants set forth in the Employment Agreement. No long-term incentive awards shall be granted or payable for services rendered by Singer during 2014. The special vesting provisions described above shall not apply to awards granted before 2013.

(d) Vesting of 2012 Long-Term Incentive Awards. Singer received awards of stock options and shares of restricted stock as part of the Company' s 2012 Long-Term Incentive Plan that vest in equal one-third installments over three years from February 2013 through February 2015. Accordingly, as of the Retirement Date, one third of each such award shall be unvested, and under the terms of such awards they would normally be forfeited as of the Retirement Date. As further consideration for this Agreement, provided that Singer remains employed with the Company through the Retirement Date and the Compensation Committee determines that Singer has performed his duties during the Transitional Services Period in a satisfactory manner, the Compensation Committee in its discretion may determine to fully vest the remaining one third of such awards effective as of the Retirement Date.

(e) General Benefits. During his continued employment through the Retirement Date (or earlier termination of employment, if applicable), Singer shall continue to be entitled to participate in such health and welfare benefits (including vacation benefits), and to participate in such pension, profit-sharing and other qualified and non-qualified retirement plans, and any other benefits that are and have been generally made available to similarly situated executives of the Company from time to time. Effective December 30, 2012, Singer shall not be entitled to any automobile allowance or perquisites. Following termination of employment, Singer shall be eligible for COBRA continuation coverage in accordance with the terms of the applicable health plans of the Company in which he participates.

(f) Termination of Employment Before Retirement Date. If Singer' s employment with the Company is terminated by the Company without "Cause" (as such term is defined in the Employment Agreement) during the Transitional Services Period, then Singer shall be entitled to receive the following with respect to the compensation obligations of the Company under this Section 2:

(i) a lump sum cash payment as soon as administratively practicable (but not more than 60 days) after the date of termination in an amount equal to all unpaid salary under Section 2(a) above for the period from the date of termination through the Retirement Date (in addition to any accrued but unpaid salary as of the date of termination);

(ii) a lump sum cash payment as soon as administratively practicable (but not more than 60 days) after the date of termination in an amount equal to the target annual cash incentive award for 2013 under Section 2(b) above;

(iii) the special vesting provision with respect to the 2013 Long-Term Incentive Plan awards under Section 2(c) above shall apply; and

(iv) the Compensation Committee shall determine in its discretion whether to accelerate the vesting of any portion of the unvested stock options or shares of restricted stock awarded as part of the 2012 Long-Term Incentive Plan as described in Section 2(d) above.

(g) Post-Retirement Share Holding Requirements. As further consideration for this Agreement, Singer covenants and agrees to continue to hold a number of shares of the Company' s common stock following the Retirement Date as follows:

(i) for the period from the Retirement Date through December 31, 2014, a number of shares of the Company' s common stock with a fair market value equal to at least two and one-half (2-1/2) times Singer' s annual rate of base salary as in effect on January 1, 2013; and

(ii) for the period from January 1, 2015 through December 31, 2015, a number of shares of the Company' s common stock with a fair market value equal to at least one and one-half (1-1/2) times Singer' s annual rate of base salary as in effect on January 1, 2013.

The number of shares required to be held shall be calculated based on the closing price of the Company' s common stock on the first trading day in the applicable period set forth in clauses (i) and (ii) above, and Singer shall not be required to acquire or hold additional shares in the event of a decline in the price of the Company' s common stock during the applicable period. Notwithstanding the foregoing, in no event shall Singer be required to hold more than 100,000 shares of the Company' s common stock during the periods referenced in this Section 2(g).

3. Coordination With Other Agreements.

(a) Employment Agreement. The Employment Agreement shall remain in effect, provided that (i) this Agreement shall supersede and replace Sections 3 and 4 of the Employment Agreement with respect to the Singer' s positions and duties specified in Section 1 above and Singer' s compensation during the periods specified in Section 2 above, and (ii) this Agreement shall supersede and replace Section 7 of the Employment Agreement from and after the CEO Resignation Date, and in that regard, no severance shall be payable to Singer for any termination of employment following the CEO Resignation Date except as otherwise provided by Section 2(d) above. Singer acknowledges that the covenants set forth in Section 8 of the Employment Agreement shall continue to apply in accordance with their terms.

(b) Benefits Assurance Agreement. The Company and Singer entered into an Amended and Restated Compensation and Benefits Assurance Agreement dated April 24, 2008 (the "Benefits Assurance Agreement"). The Benefits Assurance Agreement shall remain in effect until the CEO Resignation Date, at which time it shall terminate and be canceled in its entirety.

4. Miscellaneous.

(a) Employment Taxes And Withholdings. Singer acknowledges and agrees that the Company shall withhold from the payments and benefits described in this Agreement all taxes, including income and employment taxes, required to be so deducted or withheld under applicable law.

(b) Severability. Each provision of this Agreement is severable from every other provision of this Agreement. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) Applicable Law. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns. This Agreement shall be binding upon and inure to the benefit of Singer, his heirs, executors and administrators.

(e) Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, to the extent applicable. Notwithstanding any provision herein to the contrary, this Agreement shall be interpreted and administered consistent with this intent.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written agreements and understandings between them with respect to the subject matter hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its duly authorized officer and Singer has hereunto set his hand, all as of the day and year first above written.

SNYDER’ S-LANCE, INC.

By /s/ Kevin A. Henry

Kevin A. Henry, Senior Vice President and
Chief Human Resources Officer

“Company”

/s/ David V. Singer

David V. Singer

“Singer”

Exhibit 99.1

CONTACTS:
Mark Carter, VP and Investor Relations Officer (704) 557-8386
Joe Calabrese, Financial Relations Board (212) 827-3772

DAVID V. SINGER, CEO OF SNYDER' S-LANCE, INC. ELECTS TO RETIRE IN MAY 2013

Carl E. Lee Jr., President and COO, Appointed Successor

CHARLOTTE, N.C., January 14, 2013 – The Board of Directors of Snyder' s-Lance, Inc. (NASDAQ-GS: LNCE) announced today that David V. Singer, the Company' s Chief Executive Officer, has elected to retire from his CEO role following the Company' s annual meeting of stockholders on May 3, 2013. Mr. Singer will not stand for re-election as a Director. He has served as a Director of the Company since 2003 and as CEO since 2005.

The Company' s Board of Directors has named Carl E. Lee, Jr., who has served as President and Chief Operating Officer since December 2010, to succeed Mr. Singer as Chief Executive Officer. Mr. Lee served as Chief Executive Officer of Snyder' s of Hanover, Inc. from 2005 until 2010. Mr. Singer will serve in an advisory capacity in support of the leadership transition through February 2014.

Beginning in 2005, Mr. Singer led a decisive turnaround, overhauling supply chain, sales, marketing and distribution. He built a strong management team that established disciplines and a culture of strategic focus, driving decision analytics to new levels within the Company. Prior to 2010, the Company completed several strategic acquisitions that complemented the turnaround initiatives, providing increased capabilities and capacity. In late 2010, Mr. Singer guided the Lance, Inc. merger with Snyder' s of Hanover, Inc. to create Snyder' s-Lance, Inc. This merger combined two great companies on one national DSD system supporting the nation' s #1 Pretzel brand, and #1 Sandwich Cracker. In addition the merger further strengthened the Company' s management team, creating an excellent foundation for long term growth. Over Mr. Singer' s tenure as CEO, the Company' s revenues and profits have more than tripled and total return to the Company' s shareholders compounded at an annualized rate of 11%, well above the Russell 2000 Index of 6% and the S&P 500 Index of 4%.

"On behalf of the Board of Directors, I want to thank Dave for his many years of service and leadership to our Company. The Board is confident in Carl' s ability and is excited that he will assume the role of President and CEO", said Michael A. Warehime, Chairman of the Board. "Dave has accomplished much in his tenure at Snyder' s-Lance, and we appreciate greatly the strong foundation that has been built under his leadership. His dedication and industry experience have been instrumental in the Company' s growth into the snack industry leader it is today, and we look forward to building on that success" added Bill J. Prezzano, Lead Independent Director.

"I' m proud to have been a part of Snyder' s-Lance' s growth into a national snack food company with a growing portfolio of iconic brands. We have a very strong Board of Directors, a highly capable and experienced leadership team, thousands of dedicated associates, a robust strategic plan and great brands and products," commented Mr. Singer. "Accordingly, given our firm financial and operational footing and solid succession plan, I believe now is the appropriate time to begin the transition with Carl. I share the Board' s confidence in his ability to lead our Company and feel confident that Snyder' s-Lance is well positioned for continued growth and success for years to come. I look forward to working with Carl and the other Directors to ensure a seamless transition."

About Snyder' s-Lance, Inc.

Snyder' s-Lance, Inc., headquartered in Charlotte, NC, manufactures and markets snack foods throughout the United States and internationally. The Company' s products include pretzels, sandwich crackers, pretzel crackers, potato chips, cookies, tortilla chips, restaurant style crackers, nuts and other snacks. Snyder' s-Lance has manufacturing facilities in North Carolina, Pennsylvania, Iowa, Indiana, Georgia, Arizona, Massachusetts, Florida, Ohio and Ontario, Canada. Products are sold under the Snyder' s of Hanover®, Lance®, Cape Cod®, Pretzel Crisps®, Krunchers! ®, Tom' s®, Archway®, Jays®, Stella D' oro®, O-Ke-Doke® and Grande® brand names along with a number of private label and third party brands. Products are distributed nationally through grocery and mass merchandisers, convenience stores, club stores, food service outlets and other channels. LNCE-G

Cautionary Note Regarding Forward-Looking Statements

This press release includes statements about future economic performance, finances, expectations, plans and prospects of Snyder' s-Lance, that constitute forward-looking statements for purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements are based on the Company' s current plans, estimates and expectations. Some forward-looking statements may be identified by use of terms such as "believe," "anticipate," "intend," "expect," "project," "plan," "may," "should," "could," "will," "estimate," "predict," "potential," "continue," and similar words, terms or statements of a future or forward-looking nature. Such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those expressed in or suggested by such statements. For further information regarding cautionary statements and factors affecting future results, please refer to the Company' s most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q filed subsequent to the Annual Report and other documents filed by Snyder' s-Lance with the SEC. The Company undertakes no obligation to update or revise publicly any forward-looking statement whether as a result of new information, future developments or otherwise.