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): November 19, 2019

CrossAmerica Partners LP

(Exact name of registrant as specified in its charter)

Delaware	**001-35711**	**45-4165414**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

600 Hamilton Street, Suite 500 **Allentown, PA** (Address of principal executive offices)	**18101** (Zip Code)

Registrant's telephone number, including area code: **(610) 625-8000**

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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units	CAPL	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Amendment to Credit Agreement

On November 19, 2019, CrossAmerica Partners LP (the "Partnership") entered into an amendment (the "Amendment") to its Credit Agreement, dated as of April 1, 2019 (the "Credit Agreement"), among the Partnership and Lehigh Gas Wholesale Services, Inc., as borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, the "Credit Parties") and Citizens Bank, N.A., as administrative agent. The Amendment amended, among other things, the change of control provisions in the Credit Agreement to permit the consummation of the Acquisition, as described under Item 5.01, and the Partnership's entry into the Exchange Agreement (as defined below).

The foregoing description of the Amendment is qualified in its entirety by the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01 by reference.

The representations and warranties of the Credit Parties in the Amendment and the Credit Agreement are, in many respects, qualified by materiality and limited to the knowledge of the Credit Party making such representation and warranty, but their accuracy forms the basis of one of the conditions to the effectiveness of the Amendment. Such representations and warranties were made only for purposes of the Amendment and the Credit Agreement and as of specific dates, were solely for the benefit of the parties thereto, and are subject to the limitations agreed to between the parties, including that they are qualified by disclosures between the parties that are not included with this report. Accordingly, investors and third parties should not rely on these representations and warranties as independent characterizations of the actual state of facts at the time they were made or otherwise but should consider them together with the other information that the Partnership has disclosed in other filings with the SEC.

Exchange Agreement

On November 19, 2019, the Partnership entered into an Exchange Agreement (the "Exchange Agreement") with Circle K Stores Inc., a Texas corporation ("Circle K"). Pursuant to the Exchange Agreement, Circle K has agreed to transfer to the Partnership 45 owned and leased convenience store properties (the "Properties") and related assets (including fuel supply agreements) relating to such Properties, and U.S. wholesale fuel supply contracts covering 387 additional sites (the "DODO Sites"), and, in exchange therefore, the Partnership has agreed to transfer to Circle K 100% of the limited partnership units in CST Fuel Supply LP that are owned by the Partnership, which represent 17.5% of the outstanding units of CST Fuel Supply LP (collectively, the "Exchange").

The assets being exchanged by Circle K include (a) fee simple title to all land and other real property and related improvements owned by Circle K at the Properties, (b) Circle K's leasehold interest in all land and other real property and related improvements leased by Circle K at the Properties, (c) all buildings and other improvements and permanently attached machinery, equipment and other fixtures located on the Properties, (d) all tangible personal property owned by Circle K and located on the Properties, including all underground storage tanks located on the Properties, and owned by Circle K, (e) all of Circle K's rights under the dealer agreements related to the Properties and the DODO Sites, (f) Circle K's rights under the leases to the leased Properties and all tenant leases and certain other contracts related to the Properties, (g) all fuel inventory owned by Circle K and stored in the underground storage tanks at locations operated by dealers that are independent commission marketers, (h) all assignable permits related to the Properties and related assets owned by Circle K, (i) all real estate records and related registrations and reports and other books and records of Circle K to the extent relating to the Properties, and (j) all goodwill and other intangible assets associated with the foregoing assets (collectively, the "Assets"). The Partnership will also assume certain liabilities associated with the Assets.

The closing of the Exchange is expected to occur in the first calendar quarter of 2020 and is subject to the satisfaction or waiver of customary closing conditions. The Exchange Agreement contains customary representations, warranties, agreements and obligations of the parties, including covenants regarding the conduct by Circle K with respect to the Assets prior to closing. The Partnership and Circle K have agreed to indemnify each other for, among other things, breaches of their respective representations and warranties contained in the Exchange Agreement for a period of 18 months after the date of closing (except for certain fundamental representations and warranties, which survive until the expiration of the applicable statute of limitations) and for breaches of their respective covenants and for certain liabilities assumed or retained by the Partnership or Circle K, respectively. The respective indemnification obligations of each of the Partnership and Circle K to the other are subject to the limitations set forth in the Exchange Agreement. The Exchange Agreement may be terminated, among other ways, by mutual written consent of the Partnership and Circle K.

In connection with the execution of the Exchange Agreement, the Partnership and Circle K also entered into an Environmental Responsibility Agreement, dated as of November 19, 2019 (the "ERA"), which agreement sets forth the parties' respective liabilities and obligations with respect to environmental matters relating to the Properties. Generally, Circle K will retain liability for known environmental contamination or non-compliance at the Properties, and the Partnership will assume liability for unknown environmental contamination and non-compliance at the Properties.

The foregoing description of the Exchange Agreement is qualified in its entirety by the full text of the Exchange Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated into this Item 1.01 by reference.

The Exchange Agreement and the above description of the Exchange Agreement have been included to provide investors and securityholders with information regarding the terms of the Exchange Agreement. The disclosures made herein are not intended to provide any other factual information about the Partnership or its subsidiaries or affiliates. The Exchange Agreement contains representations and warranties of the Partnership made solely for the benefit of Circle K. The assertions embodied in those representations and warranties were made solely for purposes of the Exchange Agreement and are subject to the qualifications and limitations set forth therein. Moreover, certain representations and warranties may not be accurate or complete as of any specified date because they are subject to a contractual standard of materiality that is different from certain standards generally applicable to securityholders or were used by the Partnership for the purpose of allocating risk rather than establishing matters as facts. Based upon the foregoing reasons, you should not rely on the representations and warranties as statements of factual information. In addition, information concerning the subject matter of the representations and warranties may change after the date of the Exchange Agreement, which subsequent information may or may not be reflected in the Partnership's public disclosures.

Relationship between the Parties.

Prior to the Acquisition, Circle K indirectly owned 100% of the membership interests in CrossAmerica GP LLC, a Delaware limited liability company and the general partner of the Partnership (the "General Partner"). Pursuant to the Transitional Omnibus Agreement (defined below), Circle K will continue to provide the Partnership and the General Partner with management, administrative and operating services for such time period, and on the terms and conditions, set forth therein. For more information about the relationship between the Partnership and Circle K, see the description included in Part III, Item 13, "Certain Relationships and Related Party Transactions, and Director Independence" in the Partnership's Annual Report on Form 10-K for the year ended December 31, 2018.

The conflicts committee (the "Conflicts Committee") of the board of directors of the General Partner (the "Board"), which is composed of the independent directors of the Board, recommended that the Board approve the transactions contemplated by the Exchange Agreement in November 2019, and based upon such recommendation, the Board subsequently approved the transactions contemplated by the Exchange Agreement on the terms and conditions thereof. In connection with its evaluation of such transactions, the Conflicts Committee retained independent legal and financial advisors to assist in evaluating the transactions contemplated by the Exchange Agreement on the terms and conditions thereof.

Transitional Omnibus Agreement

Upon the closing of the Acquisition, the Partnership entered into a Transitional Omnibus Agreement, dated as of November 19, 2019 (the "Transitional Omnibus Agreement"), among the Partnership, the General Partner and Circle K. Pursuant to the Transitional Omnibus Agreement, Circle K has agreed, among other things, to continue to provide, or cause to be provided, to the Partnership certain management, administrative and operating services, as provided under the Prior Omnibus Agreement (defined below) until the closing of the Exchange (or until June 30, 2020 with respect to certain services), unless earlier terminated in accordance with the terms of the Exchange Agreement or unless the parties extend the term of certain services. In addition, from January 1, 2020 (or such other date as agreed by the parties) until the closing of the Exchange, the General Partner will provide Circle K with certain administrative and operational services relating to the Assets, on the terms and conditions set forth in the Transitional Omnibus Agreement.

The foregoing description of the Transitional Omnibus Agreement is qualified in its entirety by the full text of the Transitional Omnibus Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated into this Item 1.01 by reference.

Item 1.02 TERMINATION OF A MATERIAL DEFINITIVE AGREEMENT

Contemporaneously with the closing of the Acquisition, the Partnership, the General Partner, Dunne Manning Inc., CST Services LLC and Dunne Manning Stores, LLC mutually terminated the Second Amended and Restated Omnibus Agreement, dated as of April 29, 2019 (the "Prior Omnibus Agreement"), among such parties, pursuant to a Termination Agreement, dated as of November 19, 2019, among such parties (the "Prior Omnibus Agreement Termination"). Under the Prior Omnibus Agreement, Circle K provided, or caused to be provided, to the Partnership certain management, administrative and operating services. After November 19, 2019, these management, administrative and operating services will be provided to the Partnership pursuant to the Transitional Omnibus Agreement described under Item 1.01 above for the term provided therein, and thereafter by the General Partner.

The foregoing description of the Prior Omnibus Agreement Termination is qualified in its entirety by the full text of the Prior Omnibus Agreement Termination, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated into this Item 1.02 by reference.

In addition, contemporaneously with the closing of the Acquisition CST Brands, Inc., Joseph V. Topper, Jr., The 2004 Irrevocable Agreement of Trust of Joseph V. Topper, Sr. (the "Topper Trust") and Lehigh Gas Corporation ("LGC") mutually terminated the Voting Agreement, dated as of October 1, 2014 (the "Voting Agreement"), among such parties, pursuant to a Termination Agreement, dated as of November 19, 2019, among such parties (the "Voting Agreement Termination"). Under the Voting Agreement, Mr. Topper, the Topper Trust and LGC had agreed to vote, or cause to be voted, their common units of the Partnership in accordance with the recommendation of the Board.

The foregoing description of the Voting Agreement Termination is qualified in its entirety by the full text of the Voting Agreement Termination, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated into this Item 1.02 by reference.

Item 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

The information included under Item 1.01 “Amendment to Credit Agreement” is incorporated into this Item 2.03 by reference.

Item 5.01 CHANGES IN CONTROL OF REGISTRANT

On November 19, 2019, CST Brands, LLC, an indirect, wholly owned subsidiary of Alimentation Couche-Tard Inc. (“Couche-Tard”), and certain other subsidiaries of CST Brands, LLC, sold all of their ownership interests in the Partnership to certain investment vehicles controlled by Joseph V. Topper, Jr., the Partnership’s founder and a current member of the Board. Pursuant to the Securities Purchase Agreement, dated as of November 19, 2019:

- CST GP, LLC, the owner of 100% of the membership interests in the General Partner (the “GP Membership Interests”), sold all of the GP Membership Interests to Lehigh Gas GP Holdings LLC (“Lehigh Gas”);
- CST Brands Holdings, LLC, the owner of 100% of the incentive distribution rights (“IDRs”) issued by the Partnership, sold all of the IDRs to Dunne Manning CAP Holdings II, LLC; and
- Certain subsidiaries of CST Brands, LLC sold an aggregate of 7,486,131 common units of the Partnership owned by such subsidiaries to Dunne Manning CAP Holdings I LLC

(collectively, the “Acquisition”).

The purchase price paid for the GP Membership Interests consisted of $0.5 million in cash paid by Lehigh Gas with the proceeds of equity investments from its owner.

The General Partner conducts, directs and manages all activities of the Partnership, subject to the oversight of the Board and the executive officers of the General Partner. As a result of the consummation of the Acquisition, Lehigh Gas, which is controlled by Mr. Topper, as the sole member of the General Partner, has the right to appoint all members of the Board. After the consummation of the Acquisition, including the interests in the Partnership listed above, Mr. Topper and his affiliates directly or indirectly beneficially own an aggregate of 14,905,566, or 43.3%, of the common units of the Partnership.

To the extent required, the information contained in Items 1.01, 1.02 and 5.02 in this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

Item 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Board of Directors

In connection with, and effective upon the closing of, the Acquisition described under Item 5.01 above, Timothy A. Miller, Jean Bernier, Claude Tessier and Gerardo Valencia, each of whom is a current or retired employee of Couche-Tard, resigned from the Board and from the board of each subsidiary of the Partnership. These resignations were not a result of any disagreements between the General Partner and the directors on any matter relating to the General Partner’s operations, policies or practices.

Each of Mr. Topper, Justin A. Gannon, John B. Reilly, III, and Mickey Kim remain members of the Board. Effective upon the closing of the Acquisition, Lehigh Gas, as the sole member of the General Partner, appointed each of the following persons as members of the Board: Charles Nifong, Keenan Lynch, Kenneth G. Valosky and Maura Topper. Messrs. Gannon, Kim and Valosky have been named to the audit and conflicts committees of the board of directors of the General Partner. Mr. Gannon will serve as Chairman of the audit committee and Mr. Kim will serve as Chairman of the conflicts committee.

Joseph V. Topper, Jr. (Chairman)

Mr. Topper has served as a director on the Board since October 2012 and was elected Chairman of the Board effective November 19, 2019. Mr. Topper has been the President of Dunne Manning Inc. (“DMI”), a diversified portfolio of companies operating in the wholesale and retail gasoline, real estate and investing industries, since 2015. Mr. Topper served as President and Chief Executive Officer of the General Partner from October 2012 to March 2015. Mr. Topper resigned as President effective March 2015 and his term as Chief Executive Officer ended on September 2015. Mr. Topper also served as Chairman of the Board from October 28, 2012 through September 30, 2014. Mr. Topper has over 25 years of management experience in the wholesale and retail fuel distribution business. In 1987, Mr. Topper purchased his family’s retail fuel business and five years later founded DMI (formerly known as Lehigh Gas Corporation), where he has served as the Chief Executive Officer since 1992. Mr. Topper currently serves as chairman of the board of trustees for Villanova University and the board of directors for Lehigh Valley PBS. He served on the board of directors of CST Brands, Inc. from October 2014 until December 2016. He is the past President of the board of directors for Lehigh Valley PBS and the Lehigh Valley PBS Foundation. He also served as a board member for the Good Shepherd Rehabilitation Hospital in Allentown. Mr. Topper holds a Master’s degree of Business Administration from Lehigh University and a bachelor’s degree in Accounting from Villanova University. Mr. Topper is also a Certified Public Accountant.

Justin A. Gannon

Mr. Gannon has served as a director on the Board and Chairman of its audit committee and member of its conflicts committee since October 2014. Mr. Gannon has acted as an independent consultant and private investor since September 2013. From February 2003 through August 2013, He served in various roles at Grant Thornton LLP, including as National Leader of Merger and Acquisition Development from June 2011 through August 2013, Central Region Managing Partner from January 2010 through June 2011, Office Managing Partner in Houston, Texas from August 2007 through June 2011 and Office Managing Partner in Kansas City, Missouri from August 2005 to July 2007. From 1971 through 2002, Mr. Gannon worked at Arthur Andersen LLP, the last 21 years as an audit partner. Since December 2014, Mr. Gannon has served on the board of directors of California Resources Corporation (NYSE: CRC) where he serves as chair of the audit committee and member of the compensation committee. Mr. Gannon served on the board of directors of Vantage Energy Acquisition Corp. (NASDAQ: VEACU) and as chairman of the audit committee and a member of the compensation committee from April 2017 until its dissolution in April 2019. He is a former chairman of the board of directors of American Red Cross Chapters in the Tulsa, Oklahoma and San Antonio, Texas areas. Mr. Gannon received a bachelor's degree in Accounting from Loyola Marymount University and is a Certified Public Accountant licensed in California (inactive) and Texas.

Mickey Kim

Mr. Kim has served as a director on the Board and Chairman of its conflicts committee and member of its audit committee since June 2017. Mr. Kim is a Member, Chief Operating Officer and Chief Compliance Officer of Kirr, Marbach & Company, LLC ("KM"), a registered investment adviser. Mr. Kim joined KM in 1986 and has been KM's Chief Operating Officer since 1996 and Chief Compliance Officer since 2004. Mr. Kim has also served as Vice President, Treasurer and Secretary of Kirr, Marbach Partners Funds, Inc., a registered investment company, since 1998. Prior to his position with KM, Mr. Kim was a Senior Research Analyst at Driehaus Capital Management, a Chicago investment management firm, from 1982 to 1985. Mr. Kim has been a Chartered Financial Analyst (CFA) charterholder since 1985 and passed the Certified Public Accountant examination in 1980. He holds a bachelor's degree in Accounting from the University of Illinois (1980) and a Master's degree in Business Administration from the University of Chicago (1982).

Keenan D. Lynch, Director (age 31)

Mr. Lynch was appointed director on the Board and Corporate Secretary of the General Partner, effective November 19, 2019. Since 2017, he has served as Vice President and General Counsel of DMI, a diversified portfolio of companies operating in the wholesale and retail gasoline, real estate and investing industries. Before joining DMI, he was an associate at Skadden, Arps, Slate, Meagher & Flom LLP. He holds a Bachelor of Arts from Villanova University and a Juris Doctor from the University of Pennsylvania Law School.

Charles M. Nifong, Jr., Director (age 45)

Mr. Nifong was appointed director on the Board, and President and Chief Executive Officer of the General Partner, effective November 19, 2019. Prior to assuming his current position, Mr. Nifong was the President of Dunne Manning Stores, Inc., a convenience store operator and wholesale fuel provider. Mr. Nifong served as the Chief Investment Officer and Vice President of Finance for the Partnership from 2013 through 2015. Before joining the Partnership, Mr. Nifong worked for more than nine years in investment banking as a Director at Bank of America Merrill Lynch where he worked on an extensive range of capital markets and mergers and acquisitions advisory assignments. Prior to his career in investment banking, Mr. Nifong served as a Captain in the United States Army in armor and reconnaissance units. Mr. Nifong holds a Bachelor of Chemical Engineering with Highest Honor from the Georgia Institute of Technology and Master of Business Administration from the University of Virginia.

John B. Reilly, III

Mr. Reilly has served as a director on the Board since May 2012 and has been a member of the audit committee since October 2014. He was a member of the Partnership's conflicts committee from October 2014 through November 2019. Mr. Reilly has served as the President of City Center Investment Corp since May 2011. Prior to then, he was President of Landmark Communities and Managing Partner of Traditions of America since 1998. Mr. Reilly has thirty years of experience in commercial and residential real estate development and planning, finance management and law. Mr. Reilly serves as a trustee of Lafayette College and also served as the chairman of the board of trustees for the Lehigh Valley Health Network. He holds a Juris Doctor degree from Fordham University Law School and a bachelor's degree in economics from Lafayette College. He is a Certified Public Accountant and a member of the Pennsylvania Bar Association.

Maura Topper, Director (age 33)

Ms. Topper was appointed Director of the Board effective November 19, 2019. She is currently Vice President and Chief Financial Officer of DMI, a diversified portfolio of companies operating in the wholesale and retail gasoline, real estate and investing industries. Prior to joining Dunne Manning in 2014, Ms. Topper graduated from the Masters of Business Administration program at Columbia Business School. Prior to that, she served as a Marketing Account Executive at MSG Promotions, Inc. and a senior accountant in the audit practice of Deloitte & Touche LLP in New York. Ms. Topper graduated from Villanova University in 2008 with a Bachelor of Science degree in Accounting and a Bachelor of Science in Business (Finance). From 2012 to 2014, she served as a director on the Board. She currently resides in Philadelphia, Pennsylvania.

Kenneth G. Valosky, Director (age 59)

Mr. Valosky was appointed director on the Board and a member of its audit committee and conflicts committee effective November 19, 2019. He is Executive Vice President of Villanova University. He joined Villanova University in 2000 as the Chief Financial Officer and has served as its Vice President for Finance, Acting Senior Vice President for Administration and Vice President for Administration and Finance before assuming his current role in 2014. He previously held several senior financial positions at Thomas Jefferson University prior to joining the University in 2000. These positions included Director of Internal Audit and Controller. He began his career as a public accountant with Touche Ross & Co. (a predecessor to Deloitte). Mr. Valosky also served as a trustee and chair of the Stewardship Committee of the Mercy Health System of Southeastern Pennsylvania, trustee and chair of the Finance Committee of Merion Mercy Academy and as a member of the Auditing and Accounting Committee of the Archdiocese of Philadelphia. He received a B.S. in Accountancy, cum laude from Villanova University and an M.S. in Organizational Dynamics from the University of Pennsylvania. He is a Certified Public Accountant, inactive status in the Commonwealth of Pennsylvania.

There is no arrangement or understanding between any of these newly elected directors, and any other person pursuant to which such directors were elected. In addition, there are no arrangements or understandings between Lehigh Gas and Couche Tard, or any of their respective affiliates or associates, with respect to election of the General Partner's directors or other matters. There are no relationships of the newly elected directors that would require disclosure pursuant to Item 404(a) of Regulation S-K.

Officers

Effective upon the Acquisition, each of the officers of the General Partner resigned from all offices held by such officer with the Partnership and its subsidiaries.

Charles Nifong, President and Chief Executive Officer (age 45)

Mr. Nifong was appointed director on the Board, and President and Chief Executive Officer of the General Partner, effective November 19, 2019. Prior to assuming his current position, Mr. Nifong was the President of Dunne Manning Stores, Inc., a convenience store operator and wholesale fuel provider. Mr. Nifong served as the Chief Investment Officer and Vice president of Finance for the Partnership from 2013 through 2015. Before joining the Partnership, Mr. Nifong worked for more than nine years in investment banking as a Director at Bank of America Merrill Lynch where he worked on an extensive range of capital markets and mergers and acquisitions advisory assignments. Prior to his career in investment banking, Mr. Nifong served as a Captain in the United States Army in armor and reconnaissance units. Mr. Nifong holds a Bachelor of Chemical Engineering with Highest Honor from the Georgia Institute of Technology and Master of Business Administration from the University of Virginia.

Jonathan E. Benfield, Interim Chief Financial Officer (age 43)

Mr. Benfield was appointed Interim Chief Financial Officer of the General Partner effective November 19, 2019. Mr. Benfield has over 20 years of public and corporate accounting experience and has served in a variety of roles since joining CrossAmerica in 2012, most recently as Director of Finance. Before joining CrossAmerica, Mr. Benfield worked for four years at PPL Corporation, most recently as Manager of Financial Reporting. He also worked for nine years at Ernst & Young, most recently as Senior Manager in the audit practice. He served on the Board of Trustees of Bally Savings Bank from 2004 to 2012, including as chairman of the board from 2009 to 2012. Mr. Benfield is a Certified Public Accountant and holds a bachelor's degree in Accounting and Finance from Kutztown University.

David F. Hrinak, Vice President of Operations (age 63)

Mr. Hrinak was appointed Vice President of Operations of the General Partner effective November 19, 2019. Mr. Hrinak previously served as Executive Vice President and Chief Operating Officer of the General Partner from 2014 until June 2017, and served as President of the General Partner from May 2012 to October 2014. He previously served as an officer of DMI from 2005 until the founding of the General Partner, and was DMI's President from September 2010 until May 2012. Mr. Hrinak has more than 36 years of experience in the wholesale and retail fuel distribution business. Prior to joining DMI, Mr. Hrinak was the Branded Wholesale Manager at ConocoPhillips.

Keenan D. Lynch, Corporate Secretary (age 31)

Mr. Lynch was appointed Corporate Secretary of the General Partner effective November 19, 2019. Since 2017, he has served as Vice President and General Counsel of DMI, a diversified portfolio of companies operating in the wholesale and retail gasoline, real estate and investing industries. Before joining DMI, he was an associate at Skadden, Arps, Slate, Meagher & Flom LLP. He holds a Bachelor of Arts from Villanova University and a Juris Doctor from the University of Pennsylvania Law School.

Ms. Topper is the daughter, and Mr. Lynch is the son-in-law, of Mr. Topper.

Phantom Stock Units

The Acquisition constitutes a change in control under the Partnership's 2012 Incentive Award Plan and will accelerate vesting of all 44,462 phantom stock units outstanding under the Plan, converting such phantom stock units into the same number of common units of the Partnership.

Item 7.01 REGULATION FD

On November 19, 2019, the Partnership and Couche-Tard issued a press release announcing the consummation of the Acquisition and the execution of the Exchange Agreement. The press release, attached hereto as Exhibit 99.1 and incorporated by reference herein, is being furnished to the SEC and shall not be deemed to be "filed" for any purpose.

The information in this Item 7.01 and in Exhibit 99.1 of Item 9.01 of this Current Report on Form 8-K, according to general instruction B.2., shall not be deemed "filed" for the purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section, and shall not be incorporated by reference into any registration statement pursuant to the Securities Act of 1933, as amended. By furnishing this information, the Partnership makes no admission as to the materiality of such information that the Partnership chooses to disclose solely because of Regulation FD.

Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS

The following exhibits have been filed or furnished with this report:

(d) Exhibits

Exhibit No.	Description
2.1	Exchange Agreement, dated as of November 19, 2019, between Circle K Stores, Inc. and CrossAmerica Partners LP *+
10.1	Amendment to Credit Agreement, dated as of November 19, 2019, among CrossAmerica Partners LP and Lehigh Gas Wholesale Services, Inc., as borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto and Citizens Bank, N.A., as administrative agent, swing line lender and L/C issuer
10.2	Transitional Omnibus Agreement, effective as of November 19, 2019, by and among CrossAmerica Partners LP, CrossAmerica GP LLC and Circle K Stores Inc. *+
10.3	Termination Agreement, dated as of November 19, 2019, by and among CrossAmerica Partners LP, CrossAmerica GP LLC, Dunne Manning Inc., CST Services, LLC, Circle K Stores Inc., Dunne Manning Stores, LLC and Joseph V. Topper, Jr.
10.4	Termination Agreement, dated as of November 19, 2019, by and among CST Brands, LLC, Joseph V. Topper, Jr., 2004 Irrevocable Agreement of Trust of Joseph V. Topper, Sr. and Dunne Manning Inc.
99.1	Press release, dated as of November 19, 2019, issued by CrossAmerica Partners LP and Alimentation Couche-Tard Inc.
99.2	Press release, dated as of November 20, 2019, issued by CrossAmerica Partners LP
99.3	Investor Presentation Slides of CrossAmerica

* Certain identified information has been omitted pursuant to Item 601(b)(10) of Regulation S-K because such information is both (i) not material and (ii) would likely cause competitive harm to the Partnership if publicly disclosed. The Partnership hereby undertakes to furnish supplemental copies of the unredacted exhibit upon request by the Securities and Exchange Commission (the "SEC").

+ Non-material schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Partnership hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the SEC.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K and the exhibits to this report contain forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 regarding the Partnership's or its management's expectations or predictions of the benefits of the transactions and agreements described herein, including the Partnership's plans, objectives and intentions, the expected timing of completion of the transactions contemplated thereby and other statements that are not historical facts. It is important to note that the Partnership's actual results could differ materially from those projected in such forward-looking statements. Factors that could affect those results include those mentioned in the documents that the Partnership has filed with the SEC. Forward-looking statements speak only as of the date they are made, and the Partnership undertakes no duty or obligation to publicly update or revise the information contained in this report, whether as a result of new information, future events or otherwise, although the Partnership may do so from time to time as management believes is warranted. Any such updating may be made through the filing of other reports or documents with the SEC, through press releases or through other public disclosure. Readers of this Current Report on Form 8-K are cautioned not to rely on these forward-looking statements, since there can be no assurance that these forward-looking statements will prove to be accurate. This cautionary statement is applicable to all forward-looking statements contained in this Current Report on Form 8-K.

SIGNATURES

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

CrossAmerica Partners LP
By: CrossAmerica GP LLC
its general partner

By: /s/ Keenan D. Lynch
Name: Keenan D. Lynch
Title: Corporate Secretary

Dated: November 21, 2019

Exhibit 10.1 *EXECUTION VERSION*

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of November 19, 2019, by and among CrossAmerica Partners LP, a Delaware limited partnership (the "Partnership") and Lehigh Gas Wholesale Services, Inc., a Delaware corporation ("Services", and, together with the Partnership, the "Borrowers"), the Guarantors party hereto, Citizens Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), and each of the Lenders party hereto.

W I T N E S S E T H:

WHEREAS, the Borrowers, the Guarantors, the Administrative Agent, the Lenders from time to time party thereto and the other parties thereto are parties to that certain Credit Agreement, dated as of April 1, 2019 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein that are not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement); and

WHEREAS, the Borrowers have requested that the Administrative Agent and the Lenders party hereto amend certain provisions of the Credit Agreement, and, subject to the satisfaction of the conditions set forth herein, the Administrative Agent and the Lenders party hereto are willing to do so, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and other valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Amendments to Credit Agreement. Upon satisfaction of the conditions set forth in Section 2 hereof, the Credit Agreement is hereby amended as follows:

1.1. Amendments to Definitions. Section 1.1 of the Credit Agreement is hereby amended as follows:

(a) The definition of "Change of Control" set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing the term "ACT" in each of the two places in which it appears in that definition with the term "DMP".

(b) The following definition is hereby added to Section 1.01 of the Credit Agreement in appropriate alphabetical order:

"DMP" means Dunne Manning Partners LLC, a Delaware limited liability company, together with its Affiliates.

1.2. Amendment to Section 7.05.

Section 7.05 of the Credit Agreement is hereby amended to delete the phrase "or enter into any agreement to make any Disposition" where those words appear in the lead-in to such Section.

1.3. Amendment to Section 7.14. Section 7.14 of the Credit Agreement is hereby restated in its entirety as follows:

"7.14 Amendments of Organization Documents and the Master Lease. Amend, modify or supplement any of its Organization Documents or the Master Lease, except for such amendments, modifications or supplements that could not reasonably be expected (a) to be materially adverse to the rights of the Administrative Agent or the Lenders or, (b) in the case of the Master Lease, to materially decrease the economic benefit or other rights that any Loan Party would have otherwise received pursuant to such agreement or in any manner that would affect the subordination or third party beneficiary provisions thereof."

SECTION 2. Conditions. The effectiveness of this Amendment is subject to the satisfaction of the following conditions (the date on which all such conditions are satisfied and/or waived, the "Amendment Effective Date"):

2.1. the Administrative Agent (or its counsel) shall have received a duly executed and delivered counterpart of this Amendment signed by each Borrower and each other Loan Party party hereto;

2.2. this Amendment shall have been executed and delivered by the Administrative Agent and Lenders constituting the Required Lenders;

2.3. the Borrowers shall have delivered to the Administrative Agent (i) a true, complete and correct executed copy of an agreement effecting the purchase by DMP (as defined in Section 1.1(b) above), directly or indirectly, of all of the issued and outstanding Equity Interests in the General Partner (such transaction, the "Change of Control Transaction"), and (ii) evidence reasonably satisfactory to the Administrative Agent that the Change of Control Transaction will, concurrently with the effectiveness hereof, be consummated pursuant to the terms of such agreement;

2.4. the representations and warranties in Section 3 hereof and in the Loan Documents shall be true and correct in all material respects (except that any such representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to such qualification) in all respects, and except to the extent that such representations or warranties expressly relate to an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date);

2.5. at the time of and immediately after giving effect to the effectiveness of this Amendment, no Default or Event of Default shall have occurred or be continuing;

2.6. if either Borrower is a "legal entity customer", as defined in the Beneficial Ownership Regulation, the Borrower shall have furnished a Beneficial Ownership Certification in form and substance reasonably satisfactory to the Amendment Arranger (as defined below);

2.7. the Borrowers shall have paid to Citizens, as lead arranger of the amendments contemplated hereby (the "Amendment Arranger"), and each of the Lenders executing this Amendment on or prior to the Amendment Effective Date, such arrangement and consent fees as Citizens and such Lenders shall have agreed with the Borrowers; and

2.8. the Borrowers shall have paid all reasonable and documented out-of-pocket legal fees and expenses of the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment, and for which it has received invoices at least one (1) Business Day prior to the date Amendment Effective Date.

SECTION 3. Representations and Warranties. To induce the Administrative Agent and the Lenders party hereto to enter into this Amendment, the Borrowers and each other Loan Party party hereto hereby represent and warrant to the Administrative Agent and each Lender as follows:

3.1. Such Loan Party has the power and authority, and the legal right, to make, deliver and perform this Amendment and all documents and instruments delivered in connection herewith. Such Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of this Amendment and all documents and instruments delivered in connection herewith, and this Amendment has been duly executed and delivered on behalf of such Loan Party.

3.2. This Amendment constitutes a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at Law).

3.3. No consent or authorization of, or filing with, notice to or other act by or in respect of any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment or any documents and instruments delivered in connection herewith, except (i) consents, authorizations, filings and notices which have been obtained or made and are in full force and effect and (ii) those consents, authorizations, filings and notices, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4. On the Amendment Effective Date, both at the time of and immediately after giving effect to this Amendment, each of the representations and warranties of the Loan Parties set forth in the Credit Agreement and the other Loan Documents is true and correct in all material respects (except that any such representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to such qualification) in all respects, and except to the extent that such representations or warranties expressly relate to an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date).

SECTION 4. Reference to and Effect upon the Credit Agreement.

4.1. Except as specifically amended hereby, all terms, conditions, covenants, representations and warranties contained in the Credit Agreement and the other Loan Documents, all rights of the Administrative Agent, the Lenders and the other Secured Parties and all of the Obligations shall remain in full force and effect. The Borrowers and the other Loan Parties party hereto hereby confirm that the Credit Agreement and the other Loan Documents are in full force and effect.

4.2. The execution, delivery and effectiveness of this Amendment shall not directly or indirectly constitute (i) a novation of any of the Obligations under the Credit Agreement or the other Loan Documents or (ii) constitute a course of dealing or, except as expressly amended hereby, other basis for altering any Obligations or any other contract or instrument (including, without limitation, the Credit Agreement and the other Loan Documents).

4.3. From and after the date hereof, (i) the term "Agreement" in the Credit Agreement, and all references to the Credit Agreement in any other Loan Document, shall mean the Credit Agreement as amended hereby, and (ii) the term "Loan Documents" in the Credit Agreement and the other Loan Documents shall include, without limitation, this Amendment and any agreements, instruments and other documents executed and/or delivered in connection herewith.

SECTION 5. Incorporation by Reference. The terms and provisions of Sections 10.10 (Counterparts; Integration; Signature), 10.12 (Severability) and 10.14 (Governing Law; Jurisdiction; Etc.) of the Credit Agreement are hereby incorporated herein by reference, and shall apply to this Amendment *mutatis mutandis* as if fully set forth herein.

SECTION 6. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

SECTION 7. Reaffirmation. Each of the Loan Parties as borrower, debtor, grantor, pledgor, guarantor, assignor, or in other similar capacity in which such Loan Party grants liens or security interests in its property or otherwise acts as accommodation party or guarantor, as the case may be, hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect to this Amendment) and (ii) to the extent such Loan Party granted, to the Administrative Agent, for the benefit of the Secured Parties, liens on or a security interest in any of its property pursuant to any Loan Document as security for or otherwise guaranteed the Obligations under or with respect to the Loan Documents, ratifies and reaffirms its grant of security interests and liens and guarantee under the Loan Documents, as applicable, and confirms and agrees that such security interests, liens and guarantee hereafter secure all of the Obligations as amended hereby, to the extent set forth in the applicable Loan Documents. Each of the Loan Parties hereby consents to this Amendment and acknowledges that, except as amended by this Amendment, each of the Loan Documents remains in full force and effect and is hereby ratified and reaffirmed. Except as specifically amended hereby, the execution of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or Lenders, constitute a waiver of any provision of any of the Loan Documents or serve to effect a novation of the Obligations.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment as of the date set forth above.

PARTNERSHIP:

CROSSAMERICA PARTNERS LP
By: CrossAmerica GP LLC, its general partner

By: */s/ Evan Smith*
Name: Evan Smith
Title: Vice President of Finance and Chief Financial Officer

SERVICES:

LEHIGH GAS WHOLESALE SERVICES, INC.

By: */s/ Evan Smith*
Name: Evan Smith
Title: Vice President of Finance and Chief Financial Officer

GUARANTORS:

LGP OPERATIONS LLC,
LEHIGH GAS WHOLESALE LLC,
EXPRESS LANE, INC.,
LGP REALTY HOLDINGS GP LLC,
MINNESOTA NICE HOLDINGS INC.,
ERICKSON OIL PRODUCTS, INC.,
FREEDOM VALU CENTERS, INC.,
PETROLEUM MARKETERS, INCORPORATED,
PM PROPERTIES, INC.,
CAP OPERATIONS, INC.,
NTI DROP DOWN ONE, LLC,
NTI DROP DOWN TWO, LLC,
M & J OPERATIONS, LLC,
CAP WEST VIRGINIA HOLDINGS, LLC

By: */s/ Evan Smith*
Name: Evan Smith
Title: Vice President of Finance and Chief Financial Officer

LGP REALTY HOLDINGS LP
By: LGP Realty Holdings GP LLC,
its general partner

By: */s/ Evan Smith*
Name: Evan Smith
Title: Vice President of Finance and Chief Financial Officer

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and as a Lender

By: _____

Name:

Title:

SIGNATURE PAGE TO FIRST AMENDMENT TO CREDIT AGREEMENT AMONG CROSSAMERICA PARTNERS LP, LEHIGH GAS WHOLESALE SERVICES, INC., EACH OTHER LOAN PARTY PARTY HERETO, EACH LENDER PARTY HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT

Name of Institution: _____,
as a Lender

By: _____

Name:

Title:

[If second signature block is necessary]

By: _____

Name:

Title:

Exhibit 10.2 EXECUTION VERSION

Certain identified information has been omitted from this exhibit because it is both (i) not material and (ii) would likely cause competitive harm to the Registrant if publicly disclosed. Such omitted information is indicated by brackets ("[**]") in this exhibit.

TRANSITIONAL OMNIBUS AGREEMENT

BY AND AMONG

CROSSAMERICA PARTNERS LP,
CROSSAMERICA GP LLC,
AND
CIRCLE K STORES INC.

TRANSITIONAL OMNIBUS AGREEMENT

This Transitional Omnibus Agreement is entered into on, and effective as of, November 19, 2019 (the "***Effective Date***"), and is by and among CrossAmerica Partners LP, a Delaware limited partnership (the "***MLP***" or the "***Partnership***"), and CrossAmerica GP LLC, a Delaware limited liability company and the general partner (the "***General Partner***") of the MLP, on the one hand, and Circle K Stores Inc., a Texas corporation ("***CK***"), on the other hand. The above-named entities are sometimes referred to in this Agreement each as a "***Party***" and collectively as the "***Parties***." Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in Section 1.1.

RECITALS:

A. Prior to the SPA Closing referred to below, the Parties were parties to the Second Amended and Restated Omnibus Agreement, dated as of April 29, 2019 (the "***Prior Agreement***"), among the MLP, the General Partner, Dunne Manning Inc., a Delaware corporation ("***DMI***"), CST Services, LLC, a Delaware limited liability company ("***CST***"), CK, Dunne Manning Stores, LLC, a Delaware limited liability company ("***DMS***"), and Joseph V. Topper, Jr.

B. Immediately prior to the Effective Date, the parties to the Securities Purchase Agreement, dated as of the date hereof (the "***Securities Purchase Agreement***"), among the Affiliates of CK referred to therein as the "Seller Group", and the Affiliates of DMI referred to therein as the "Buyers", are consummating the closing of the transactions contemplated by the Securities Purchase Agreement (the "***SPA Closing***"). Among other things, the SPA Closing resulted in an MLP Change of Control.

C. At the SPA Closing, the parties to the Prior Agreement terminated the Prior Agreement effective upon the Effective Date. Certain provisions of the Prior Agreement survived such termination in accordance with the terms of the Prior Agreement. This Agreement does not in any manner whatsoever affect the survival or the terms and conditions of those surviving provisions.

D. Immediately prior to the SPA Closing, CK and the MLP entered into the Exchange Agreement, dated as of the date hereof (the "***NWF Exchange Agreement***"), pursuant to which, among other things, Circle K will transfer and assign to the MLP certain dealer-operated convenience stores and dealer agreements, upon the terms and conditions set forth therein.

E. The Parties desire that (i) after the SPA Closing, CK will continue to provide the Services provided for herein to the MLP and the Partnership for the periods set forth herein and (ii) after the Transfer Date (as defined herein), the General Partner will provide the NWF Services provided for herein to CK until the closing of the transactions contemplated by the NWF Exchange Agreement (the "***NWF Closing***"), in each case subject to earlier termination or later extension as set forth in this Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

"***Affiliate***" is defined in the MLP Agreement.

"***Agreement***" means this Transitional Omnibus Agreement, as it may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"***Board***" means the Board of Directors of the General Partner.

"***Business Day***" means any day that is not a Saturday, Sunday or day on which banks are authorized by law to close in the State of New York.

"***CK Covered Environmental Losses***" means Losses by reason of or arising out of:

(i) with respect to assets of the Partnership or its subsidiaries, any violation or correction of violation of Environmental Law, including the performance of any Environmental Activity; or

(ii) any event, omission, or condition associated with the assets of the Partnership or its subsidiaries (including the exposure to or presence of Hazardous Substances on, under, about or Releasing to or from the assets of the Partnership or its subsidiaries or the exposure to or Release of Hazardous Substances arising out of operation of the assets of the Partnership or its subsidiaries at locations not owned by the Partnership or its subsidiaries) including (a) the cost and expense of any Environmental Activities and (b) the cost and expense for any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

but only to the extent that such violation described in clause (i), or such events, omissions or conditions described in clause (ii), first occurred on or after October 1, 2014.

"***CK Indemnified Party***" is defined in Section 6.2(a).

"***Common Unit***" is defined in the MLP Agreement.

"***Confidential Information***" means all information, including information relating to the MLP Group, (i) furnished to CK or its Affiliates or their respective representatives by or on behalf of the General Partner or (ii) prepared by or at the direction of the General Partner (in each case irrespective of the form of communication and whether such information is furnished before, on or after the date hereof), and all analyses, compilations, data, studies, notes, interpretations, memoranda or other documents prepared by CK or its Affiliates or their respective representatives containing or based in whole or in part on any such furnished information.

"***Control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

"***CST***" is defined in the Recitals.

"***DMI***" is defined in the Recitals.

"***DMS***" is defined in the Recitals.

"***Effective Date***" is defined in the Preamble.

"***EICP Payables***" is defined in Exhibit C.

"***Environmental Activity***" shall mean any investigation, study, assessment, evaluation, sampling, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (regardless of whether active or passive), natural attenuation, restoration, bioremediation, response, repair, corrective measure, cleanup or abatement that is required or necessary under any applicable Environmental Law, including institutional or engineering controls or participation in a governmental voluntary cleanup program to conduct voluntary investigatory and remedial actions for the clean-up, removal or remediation of Hazardous Substances that exceed actionable levels established pursuant to Environmental Laws, or participation in a supplemental environmental project in partial or whole mitigation of a fine or penalty.

"***Environmental Laws***" means all federal, regional, state, and local laws, statutes, rules, regulations, orders, judgments, ordinances, codes, injunctions, decrees, Environmental Permits and other legally enforceable requirements and rules of common law relating to (i) pollution or protection of human health or the environment or natural resources, (ii) any Release or threatened Release of, or any exposure of any Person or property to, any Hazardous Substances or (iii) the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, arrangement for disposal or transport, or handling of any Hazardous Substances. Without limiting the foregoing, Environmental Laws include the federal Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Clean Water Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Oil Pollution Act of 1990, the Federal Hazardous Materials Transportation Law, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, the Emergency Planning and Community Right to Know Act, the Marine Mammal Protection Act, the Endangered Species Act, the National Environmental Policy Act and other environmental conservation and protection laws, each as amended and the regulations promulgated pursuant thereto and each as is in effect through the Effective Date.

"***Environmental Permit***" means any permit, approval, identification number, license, registration, certification, consent, exemption, variance or other authorization required under or issued pursuant to any applicable Environmental Law.

"***General Partner***" is defined in the Preamble.

"***Governmental Authority***" means the United States, any foreign country, state, county, city or other incorporated or unincorporated political subdivision, agency or instrumentality thereof.

"***Hazardous Substance***" means (i) any substance that is designated, defined, listed, regulated or classified under any Environmental Law as a hazardous waste, solid waste, hazardous material, pollutant, contaminant or toxic or hazardous substance, or terms of similar meaning, or that is otherwise regulated under any Environmental Law, including any hazardous substance as defined under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or the Release of which may give

rise to liability under any Environmental Law, (ii) oil as defined in the Oil Pollution Act of 1990, as amended, including oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel and other refined petroleum hydrocarbons and petroleum products and fractions or by-products thereof, in each case whether in their virgin, used or waste state, and (iii) radioactive materials, asbestos containing materials or polychlorinated biphenyls.

"***Indemnified Party***" is defined in Section 6.2(a).

"***Losses***" means any and all losses, damages, obligations, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including court costs and reasonable attorneys' and experts' fees) of any and every kind or character.

"***MLP***" is defined in the Preamble.

"***MLP Agreement***" means the First Amended and Restated Agreement of Limited Partnership of the MLP, dated as of the October 30, 2012, as it may be amended, modified or supplemented from time to time.

"***MLP Change of Control***" means CK ceases to Control, directly or indirectly, the General Partner or the General Partner is removed as general partner of the MLP.

"***MLP Group***" means the MLP, the General Partner and the subsidiaries of the MLP.

"***MLP Indemnified Party***" is defined in Section 6.1.

"***NWF Exchange Agreement***" is defined in the Recitals.

"***NWF Closing***" is defined in the Recitals.

"***NWF Services***" is defined in Section 5.1(a).

"***NWF Services Fee***" is defined in Section 5.2(b).

"***Partnership***" is defined in the Preamble.

"***Party***" and "***Parties***" are defined in the Preamble.

"***Person***" means an individual or entity (including a corporation, partnership, joint venture, trust, limited liability company, unincorporated organization or any other entity or governmental agency or authority).

"***Post-NWF Closing Services***" is defined in Section 2.1(b).

"***Post-Transfer Service Period***" is defined in Section 2.1(b).

"***Prior Agreement***" is defined in the Recitals.

"***Properties***" means the properties now owned or hereafter acquired by the MLP Group.

"***Release***" means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, seepage, injecting, escaping, leaching, dumping or disposing into the environment.

"***Reporting Services***" is defined in Section 2.1(b).

"***Securities Purchase Agreement***" is defined in the Recitals.

"***Services***" means the services to be provided by or on behalf of CK to the General Partner for the benefit of the MLP Group pursuant to this Agreement as set forth in Exhibit A.

"***Services Fee***" is defined in Section 4.1(a).

"***SPA Closing***" is defined in the Recitals.

"***Tax Authority***" means any Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax.

"***Tax***" or "***Taxes***" means (i) all taxes, assessments, charges, duties, levies, imposts or other similar charges imposed by a Tax Authority, including all income, franchise, profits, capital gains, capital stock, transfer, gross receipts, sales, use, transfer, service, occupation, excise, severance, windfall profits, premium, stamp, license, payroll, employment, social security, unemployment, disability, environmental (including taxes under section 59A of the Internal Revenue Code of 1986, as amended), alternative minimum, add-on, value-added, withholding and other taxes, assessments, charges, duties, levies, imposts or other similar charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), and all estimated taxes, deficiency assessments, additions to tax, additional amounts imposed by any Tax Authority, penalties and interest, but excluding any and all taxes based on net income, net worth, capital or profit; (ii) any liability for the payment of any amount of the type described in the immediately preceding clause (i) as a result of being a member of a consolidated, affiliated, unitary, combined, or similar group with any other corporation or entity at any time on or prior to October 30, 2012; and (iii) any liability for the payment of any amount of the type described in the preceding clauses (i) or (ii) whether as a result of contractual obligations to any other Person or by operation of law.

"***Term***" is defined in Section 9.1.

"***Termination Date***" means the date upon which the Term ends.

"***Transfer Date***" means the date upon which the Transferred Employees (as defined in the Securities Purchase Agreement) become employees of the General Partner, which is currently contemplated to be January 1, 2020, unless such date is extended by agreement of the parties to the Securities Purchase Agreement as provided for therein.

1.2 Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" and words of like import shall be deemed to be followed by the words "without limitation;" and (d) the terms

"hereof," "herein" and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II
PROVISION OF SERVICES

2.1 Services.

(a) During the period beginning on the Effective Date and ending on the day prior to the Transfer Date, CK or its subsidiaries, as applicable, shall provide (or cause to be provided) the Services to the General Partner for the benefit of the MLP Group.

(b) During the period beginning on the Transfer Date and ending on the Termination Date (the "***Post-Transfer Service Period***"), the Services shall be reduced to include those portions of the Services that are not then being provided by the Transferred Employees (as defined in the Securities Purchase Agreement) and such other Services that were being provided by CK prior to the Transfer Date as are reasonably requested by the General Partner, including Services (the "***Reporting Services***") necessary or appropriate in connection with the preparation and filing of the Partnership's Schedule K-1 for the 2019 calendar year, the Partnership's Form 10-K for its 2019 fiscal year and the Partnership's Form 10-Q for the first quarter of its 2020 fiscal year, and related accounting and tax services. After the NWF Closing, the Parties contemplate that the Services (the "***Post-NWF Closing Services***") shall be further reduced to include only the Reporting Services and other Services relating to completing the actions contemplated by Section 5.16 of the Securities Purchase Agreement, unless the Parties otherwise mutually agree.

(c) At any time, the General Partner may permanently exclude any particular service from the scope of Services upon not less than thirty (30) days' written notice to CK.

(d) Subject to the limitations set forth on Exhibit A hereto, CK and any of its designated subsidiaries, as applicable, are authorized to enter into and act on the General Partner's behalf, as agent, in connection with any agreement with third parties reasonably related to the provision of the Services.

2.2 Partnership Information. It is contemplated by the Parties that, during the Term, the General Partner will be required to provide certain notices, information and data necessary for CK to perform the Services and its obligations under this Agreement. CK shall be permitted to rely on any information or data provided by the General Partner to CK in connection with the performance of its duties and provision of Services under this Agreement, except to the extent that CK has actual knowledge that such information or data is inaccurate or incomplete.

ARTICLE III
STANDARD OF CARE

3.1 Standard of Performance. Subject to the liability standard set forth in Article VI, CK shall (and shall cause its applicable subsidiaries, excluding the MLP Group, to) provide Services (a) using at least the same level of care, quality, timeliness and skill in providing the Services as it employs for itself and its Affiliates and no less than the same degree of care, quality, timeliness, and skill as the applicable Person's past practice in performing like services for the MLP Group, and (b) in any event, using no less

than a reasonable level of care in accordance with industry standards, in compliance with all applicable laws.

3.2 Procurement of Goods and Services. To the extent that CK is permitted to arrange for contracts with third parties for goods and services in connection with the provision of the Services, CK shall use commercially reasonable efforts (a) to obtain such goods and services at rates competitive with those otherwise generally available in the area in which services or materials are to be furnished, and (b) to obtain from such third parties such customary warranties and guarantees as may be reasonably required with respect to the goods and services so furnished. CK shall not bind the General Partner, the Partnership or any of its subsidiaries to any contract with a term that would extend beyond the Term without the General Partner's prior written consent.

3.3 Protection from Liens. CK shall not permit any liens, encumbrances or charges upon or against any of the Properties or other assets of the MLP Group arising from the provision of Services or materials under this Agreement except as approved, or consented to, by the General Partner.

3.4 Commingling of Assets. To the extent CK shall have charge or possession of any of the General Partner's or the MLP Group's assets in connection with the provision of the Services, CK shall separately maintain, and not commingle, the assets of the General Partner or the MLP Group with those of CK or any other Person.

3.5 Insurance. CK shall obtain and maintain during the Term from insurers who are reliable and acceptable to the General Partner and authorized to do business in the state or states or jurisdictions in which Services are to be performed by CK, insurance coverages in the types and minimum limits as the Parties determine to be appropriate and as is consistent with standard industry practice and CK's past practices. CK agrees upon the General Partner's request from time to time or at any time to provide the General Partner with certificates of insurance evidencing such insurance coverage and, upon request of the General Partner, shall furnish copies of such policies. Except with respect to workers' compensation coverage, the policies shall name the General Partner and the Partnership as additional insureds and shall contain waivers by the insurers of any and all rights of subrogation to pursue any claims or causes of action against the General Partner and the Partnership. The policies shall provide that they will not be cancelled or reduced without giving the General Partner at least 30 days' prior written notice of such cancellation or reduction.

3.6 Third-Party Intellectual Property. If CK uses or licenses intellectual property owned by third parties in the performance of the Services, CK shall obtain and maintain any such licenses and authorizations necessary to authorize its use of such intellectual property in connection with the Services.

ARTICLE IV
SERVICES FEE; REIMBURSEMENT FOR THIRD-PARTY SERVICES

4.1 CK Services Fee; Reimbursement for Third Party Services.

(a) During the period beginning on the Effective Date and ending on the day prior to the Transfer Date, in consideration for the Services, the Partnership shall pay to CK a services fee (the "***Services Fee***") in an amount equal to $[**] per week (with a "week" being (i) the seven-day period beginning on the Effective Date and ending on the seventh day after the Effective Date, and (ii) each subsequent seven-day period thereafter until the Transfer Date; *provided*, that the Services Fee for the

final week that includes the Transfer Date shall be prorated based on the actual number of days beginning on the day after the prior week and ending on the day prior to the Transfer Date). The Services Fee shall be payable within five (5) Business Days after CK delivers to the General Partner its invoice therefor, together with invoices for any reimbursable costs incurred by CK pursuant to Section 4.2 hereof, including reports provided by CK to the General Partner that support the reimbursable costs on the invoice. CK shall invoice the Partnership on a weekly basis.

(b) During the period beginning on the Transfer Date and ending on the Termination Date, the Services Fee shall be reduced to include only that portion of the Services Fee that was attributable to the Services that will continue to be provided after the Transfer Date. Between the date hereof and the Transfer Date, CK and the General Partner shall negotiate in good faith to determine the amount of such reduction. The reduced Service Fees shall continue to be invoiced and to be payable as set forth in Section 4.1(a) above.

(c) If the General Partner delivers written notice to CK that the General Partner desires to permanently exclude any particular service from the scope of Services pursuant to Section 2.1(c), CK and the General Partner shall negotiate in good faith to determine the amount by which the Services Fee (or the reduced Services Fee pursuant to Section 4.1(b)) shall be reduced.

4.2 CK Reimbursement.

(a) Subject to the limitations set forth in paragraph A of Exhibit A, the MLP shall reimburse CK for all reasonable out of pocket third party fees, costs, taxes and expenses incurred by CK or the General Partner on the Partnership's or its subsidiaries' behalf in connection with providing the Services required to be provided by CK hereunder, including, but not limited to:

(i) legal, accounting and other fees and expenses associated with being a public company;

(ii) expenses related to the Partnership's financings, mergers, acquisitions or dispositions of assets, and other similar transactions;

(iii) expenses related to insurance coverage for the Partnership's assets or operations;

(iv) sales, use, excise, value added or similar taxes with respect to the services provided by CK to the Partnership;

(v) costs and expenses of Environmental Activity, including, remediation costs or expenses incurred in connection with environmental liabilities and third-party claims, that are based on environmental conditions that first arise at Properties following the Effective Date; and

(vi) cost or expenses incurred in connection with the Partnership's environmental compliance, including, but not limited to, storage tank compliance and registration, as well as compliance monitoring and oversight expenses.

(b) Reimbursement of the out of pocket third party fees, costs, taxes and expenses set forth in Section 4.2(a) shall be paid promptly by the Partnership to CK upon receipt by the General Partner of an invoice from CK setting forth amounts due under Section 4.2(a). If requested by the General Partner, CK's invoice therefor shall provide reasonably detailed documentation supporting such costs and expenses.

4.3 Taxes. The MLP shall be responsible for all applicable Taxes levied on items, goods or services that are sold, purchased or obtained for the provision of Services under this Agreement, including any Taxes in respect of the Services.

4.4 Disputed Reimbursements.

(a) The General Partner may, within 30 days after receipt of an invoice from CK, take written exception to any fees, costs, taxes and expenses described in Section 4.2(a) on the ground that the same was not a reasonable fee, cost, tax or expense incurred by CK in connection with the provision of Services. The General Partner shall nevertheless pay CK in full when due the invoiced amount. Such payment shall not be deemed a waiver of the right of the General Partner to recoup any contested portion of any amount so paid. However, if the amount as to which such written exception is taken, or any part thereof, is ultimately determined not to be a reasonable fee, cost, tax and expense incurred by CK in connection with the provision of Services, such amount or portion thereof (as the case may be) shall be refunded by CK to the General Partner together with interest thereon at the lesser of (i) the prime rate per annum established by the administrative agent under the revolving credit agreement of the MLP, as applicable, as in effect on the date of payment by the General Partner in respect of such contested invoice or (ii) the maximum lawful rate during the period from the date of payment by the General Partner to the date of refund by CK.

(b) If, within 20 days after receipt of any written exception pursuant to Section 5.4(a), the General Partner and CK have been unable to resolve any dispute, and if (i) such dispute relates to whether amounts were properly charged or Services actually performed and (ii) the aggregate amount in dispute exceeds $100,000, either of the General Partner or CK may submit the dispute to an independent third party auditing firm that is mutually agreeable to the MLP Group, on the one hand, and CK, on the other hand. The Parties shall cooperate with such auditing firm and shall provide such auditing firm access to such books and records as may be reasonably necessary to permit a determination by such auditing firm. The resolution by such auditing firm shall be final and binding on the Parties.

ARTICLE V
NWF SERVICES AND NWF SERVICES FEE

5.1 NWF Services.

(a) During the period beginning on the Transfer Date and ending on the date of the NWF Closing, the General Partner shall provide (or cause to be provided) to CK services (the "***NWF Services***") of the same type set forth on Exhibit A that are necessary for CK to perform its obligations under Section 6.1 of the Exchange Agreement; provided, that the General Partner shall not be required to provide any services that are not substantially the same in scope and nature as those that were being provided by the Transferred Employees in connection with the Assets (as defined in the Exchange Agreement) immediately prior to the Transfer Date.

(b) Between the date hereof and the Transfer Date, CK and the General Partner shall negotiate in good faith to determine the scope of the NWF Services that the General Partner will provide upon and after the Transfer Date.

(c) At any time, CK may permanently exclude any particular service from the scope of the NWF Services upon not less than five (5) Business Days' written notice to the General Partner.

(d) The General Partner shall not be authorized to enter into any agreement with third parties on CK's behalf without the prior written consent of CK.

5.2 NWF Services Fee; Reimbursement for Third Party Services.

(a) During the period beginning on the Transfer Date and ending on date of the NWF Closing, in consideration for the NWF Services, CK shall pay to the General Partner a services fee (the "***NWF Services Fee***") in an amount per week (with a "week" being (i) the seven-day period beginning on the Transfer Date and ending on the seventh day after the Transfer Date, and (ii) each subsequent seven-day period thereafter until the NWF Closing; *provided*, that the NWF Services Fee for the final week that includes the NWF Closing shall be prorated based on the actual number of days beginning on the day after the prior week and ending on the day prior to the NWF Closing). The NWF Services Fee shall be payable within five (5) Business Days after the General Partner delivers to CK its invoice therefor, together with invoices for any reimbursable costs incurred by the General Partner pursuant to Section 5.1(d) hereof, including reports provided by the General Partner to CK that support any such reimbursable costs on the invoice. The General Partner shall invoice CK on a weekly basis.

(b) Between the date hereof and the Transfer Date, CK and the General Partner shall negotiate in good faith to determine the amount of the NWF Services Fee to be effective upon the Transfer Date. For this purpose, the Parties shall allocate personnel costs to the NWF Services in a manner consistent with Exhibit B to the Prior Agreement to the extent applicable after the Transfer Date.

(c) If CK delivers written notice to the General Partner that CK desires to permanently exclude any particular service from the scope of NWF Services pursuant to Section 5.1(c), CK and the General Partner shall negotiate in good faith to determine the amount by which the NWF Services Fee shall be reduced.

5.3 Taxes. CK shall be responsible for all applicable Taxes levied on items, goods or services that are sold, purchased or obtained for the provision of NWF Services under this Agreement, including any Taxes in respect of the NWF Services.

5.4 CK Information. It is contemplated by the Parties that CK will be required to provide certain notices, information and data necessary for the General Partner to perform the NWF Services and its obligations under this Agreement. The General Partner shall be permitted to rely on any information or data provided by CK to the General Partner in connection with the performance of its duties and provision of NWF Services under this Agreement, except to the extent that the General Partner has actual knowledge that such information or data is inaccurate or incomplete.

5.5 Standard of Performance. Subject to the liability standard set forth in Article VI, the General Partner shall provide NWF Services (a) using at least the same level of care, quality, timeliness and skill in providing the NWF Services as it employs for itself and its Affiliates and no less than the same

degree of care, quality, timeliness, and skill as the applicable Transferred Employees' past practice in performing like services for CK, and (b) in any event, using no less than a reasonable level of care in accordance with industry standards, in compliance with all applicable laws. Notwithstanding anything in the Exchange Agreement to the contrary, CK shall have no indemnification obligations to the Partnership or any other CrossAmerica Indemnified Parties (as defined in the Exchange Agreement) to the extent that the related Losses (as defined in the Exchange Agreement) were incurred as a result of a breach by the General Partner of its agreements set forth in this Article V, including the standard of performance set forth in this Section 5.5.

5.6 Protection from Liens. The General Partner shall not permit any liens, encumbrances or charges upon or against any of the Assets (as defined in the Exchange Agreement) arising from the provision of NWF Services or materials under this Agreement except as approved, or consented to, by CK.

5.7 Commingling of Assets. To the extent the General Partner shall have charge or possession of any of CK's assets in connection with the provision of the NWF Services, the General Partner shall separately maintain, and not commingle, the assets of the General Partner with those of CK or any other Person.

ARTICLE VI
INDEMNIFICATION; LIMITATIONS

6.1 Indemnification by CK; Limitation of Liability. CK hereby agrees to defend, indemnify and hold harmless each member of the MLP Group and their respective members, partners and Affiliates (other than CK) and each of their respective officers, managers, directors, employees and agents (each, an "***MLP Indemnified Party***") from any and all threatened or actual Losses incurred by, imposed upon or rendered against one or more of the MLP Indemnified Parties, whether based on contract, or tort, or pursuant to any statute, rule or regulation, and regardless of whether the Losses are foreseeable or unforeseeable, all to the extent that such Losses arise out of the bad faith, fraud or willful misconduct (or, in the case of a criminal matter, acts or omissions taken with the knowledge that the conduct was criminal) of CK in providing Services, but except to the extent arising out of the willful misconduct of any MLP Indemnified Party. In no event shall the aggregate liability of CK pursuant to this Section 6.1 exceed $5,000,000.

6.2 Indemnification by the MLP and the General Partner.

(a) The MLP hereby agrees to defend, indemnify and hold harmless CK, in its own capacity and its capacity as successor to CST, and its members, partners and Affiliates (other than the MLP Group) and each of their respective officers, managers, directors, employees and agents (each, a "***CK Indemnified Party***" and, collectively with the MLP Indemnified Parties, each an "***Indemnified Party***") from any and all threatened or actual Losses incurred by, imposed upon or rendered against one or more of the CK Indemnified Parties, whether based on contract, or tort, or pursuant to any statute, rule or regulation, and regardless of whether the Liabilities are foreseeable or unforeseeable, all to the extent that such Losses (i) arise out of any acts or omissions of the CK Indemnified Parties in connection with the provision of (or failure to provide) Services or (ii) are CK Covered Environmental Losses, in each case except to the extent that CK is responsible for such Losses pursuant to Section 6.1. Where permitted

under its insurance policies, the Partnership shall cause CK to be named as an additional insured under such policies.

(b) The General Partner hereby agrees to defend, indemnify and hold harmless each CK Indemnified Party from any and all threatened or actual Losses incurred by, imposed upon or rendered against one or more of the CK Indemnified Parties, whether based on contract, or tort, or pursuant to any statute, rule or regulation, and regardless of whether the Losses are foreseeable or unforeseeable, all to the extent that such Losses arise out of the bad faith, fraud or willful misconduct (or, in the case of a criminal matter, acts or omissions taken with the knowledge that the conduct was criminal) of the General Partner in providing the NWF Services, but except to the extent arising out of the willful misconduct of any CK Indemnified Party. In no event shall the aggregate liability of the General Partner pursuant to this Section 6.2(b) exceed $5,000,000.

6.3 Negligence; Strict Liability. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 AND SECTION 6.2, THE DEFENSE AND INDEMNITY OBLIGATIONS IN SECTION 6.1 AND SECTION 6.2 SHALL APPLY REGARDLESS OF CAUSE OR OF ANY NEGLIGENT ACTS OR OMISSIONS (INCLUDING SOLE NEGLIGENCE, CONCURRENT NEGLIGENCE OR STRICT LIABILITY), BREACH OF DUTY (STATUTORY OR OTHERWISE), VIOLATION OF LAW OR OTHER FAULT OF ANY INDEMNIFIED PARTY, OR ANY PRE-EXISTING DEFECT; *PROVIDED*, *HOWEVER*, THAT THIS PROVISION SHALL NOT APPLY TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY OR IN ANY WAY LIMIT OR ALTER ANY QUALIFICATIONS SET FORTH IN SUCH DEFENSE AND INDEMNITY OBLIGATIONS EXPRESSLY RELATING TO INTENTIONAL MISCONDUCT OR BREACH OF THIS AGREEMENT. EACH PARTY AGREES THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE "EXPRESS NEGLIGENCE RULE" TO EXPRESSLY STATE IN A CONSPICUOUS MANNER AND TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ARTICLE VI HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ANOTHER PARTY.

6.4 Exclusion of Damages; Disclaimers.

(a) NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY HERETO FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT; *PROVIDED*, *HOWEVER*, THAT THIS SECTION 6.4(a) SHALL NOT LIMIT A PARTY'S RIGHT TO RECOVERY UNDER SECTION 6.1 OR SECTION 6.2 FOR ANY SUCH DAMAGES TO THE EXTENT SUCH PARTY IS REQUIRED TO PAY SUCH DAMAGES TO A THIRD PARTY IN CONNECTION WITH A MATTER FOR WHICH SUCH PARTY IS OTHERWISE ENTITLED TO INDEMNIFICATION UNDER SECTION 6.1 or SECTION 6.2.

(b) OTHER THAN AS SET FORTH IN SECTION 3.1 OF THIS AGREEMENT, CK DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO SERVICES RENDERED OR PRODUCTS PROCURED FOR THE GENERAL PARTNER FOR THE BENEFIT OF THE MLP GROUP, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE

(WHETHER CK KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. HOWEVER, IN THE CASE OF OUTSOURCED SERVICES PROVIDED SOLELY FOR THE GENERAL PARTNER, IF THE THIRD-PARTY PROVIDER OF SUCH SERVICES MAKES AN EXPRESS WARRANTY TO THE GENERAL PARTNER, THE GENERAL PARTNER IS ENTITLED TO CAUSE CK TO RELY ON AND TO ENFORCE SUCH WARRANTY.

(c) OTHER THAN AS SET FORTH IN SECTION 5.5 OF THIS AGREEMENT, THE GENERAL PARTNER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO NWF SERVICES RENDERED OR PRODUCTS PROCURED FOR THE BENEFIT OF CK, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER THE GENERAL PARTNER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. HOWEVER, IN THE CASE OF OUTSOURCED SERVICES PROVIDED SOLELY FOR CK, IF THE THIRD-PARTY PROVIDER OF SUCH SERVICES MAKES AN EXPRESS WARRANTY TO CK, CK IS ENTITLED TO CAUSE THE GENERAL PARTNER TO RELY ON AND TO ENFORCE SUCH WARRANTY.

6.5 Survival. The provisions of this Article VI shall survive the termination of this Agreement.

ARTICLE VII
CONFIDENTIALITY

7.1 Confidential Information.

(a) Non-disclosure. CK shall maintain the confidentiality of all Confidential Information; *provided*, *however*, that CK may disclose such Confidential Information:

(i) with respect to CK, to its Affiliates to the extent deemed by CK to be reasonably necessary or desirable to enable it to perform the Services;

(ii) in any judicial or alternative dispute resolution proceeding to resolve disputes between CK and the MLP Group arising under this Agreement;

(iii) to the extent disclosure is legally required under applicable laws (including applicable securities and tax laws) or any agreement existing on the date hereof to which CK is a party or by which it is bound; *provided*, *however*, that prior to making any legally required disclosures in any judicial, regulatory or dispute resolution proceeding, CK shall, if requested by the General Partner, seek a protective order or other relief to prevent or reduce the scope of such disclosure;

(iv) with respect to CK, to CK's existing or potential lenders, investors, joint interest owners, purchasers or other parties with whom CK may enter into contractual relationships, to the extent deemed by CK to be reasonably necessary or desirable to enable

it to perform the Services; *provided, however*, that CK shall require such third parties to agree to maintain the confidentiality of the Confidential Information so disclosed;

(v) if authorized by the General Partner; and

(vi) to the extent such Confidential Information becomes publicly available other than through a breach by CK of its obligation arising under this Section 7.1(a).

(b) CK acknowledges and agrees that the Confidential Information is being furnished to CK for the sole and exclusive purpose of enabling it to perform the Services and the Confidential Information may not be used by it for any other purpose.

7.2 Business Conduct; No Non-Compete. Nothing in this Article VII shall prohibit the MLP, CK or any of their respective Affiliates from conducting business in any location, including in and near the areas where the MLP Assets are located. None of the Parties nor any of their Affiliates shall have any obligation to offer, or provide any opportunity to pursue, purchase or invest in, any business opportunity to any other Party or their Affiliates. The Parties and their Affiliates shall be free to engage in any business activity whatsoever without the participation of the other, including any activity that may be in direct competition with the MLP Group or CK, as the case may be.

7.3 Remedies and Enforcement. CK acknowledges and agrees that a breach by it of its obligations under Section 7.1 would cause irreparable harm to the General Partner and that monetary damages would not be adequate to compensate the General Partner. Accordingly, CK agrees that the General Partner shall be entitled to immediate equitable relief, including a temporary or permanent injunction, to prevent any threatened, likely or ongoing violation by CK, without the necessity of posting bond or other security. The General Partner's right to equitable relief shall be in addition to other rights and remedies available to the General Partner, for monetary damages or otherwise.

7.4 Survival. The provisions of this Article VII shall survive the termination of this Agreement.

ARTICLE VIII
OTHER AGREEMENTS OF THE PARTIES

8.1 EICP Payables. The General Partner shall pay to CK (or an Affiliate designated by CK), by wire transfer of immediately available funds to such bank account or accounts as designated in writing by CK, the EICP Payables described on Exhibit C, when such amounts become due and payable as set forth therein.

ARTICLE IX
TERM AND TERMINATION

9.1 Term. Except as set forth in Section 9.2, this Agreement shall remain in force and effect for a term (the "***Term***") commencing on the Effective Date and expiring on June 30, 2020; *provided*, *however*, that the General Partner shall have the right to extend the term of this Agreement for a period of up to ninety (90) days if the Post-NWF Closing Services are reasonably required by the MLP Group for such additional period. This Agreement shall automatically terminate upon expiration of the Term (as may be so extended), unless the Parties hereto otherwise agree to continue this Agreement in effect for

some additional period of time or unless this Agreement is earlier terminated in accordance with Section 9.2.

9.2 Termination.

(a) This Agreement may be terminated at any time by CK upon the General Partner's or the MLP's material breach of this Agreement, if such breach is not remedied within 60 days after the General Partner's receipt of written notice thereof; and

(b) This Agreement may be terminated at any time by the General Partner upon CK's material breach of this Agreement, if such breach is not remedied within 60 days after CK's receipt of the General Partner's written notice thereof.

9.3 Survival. The provisions of Article III (with respect to unpaid amounts due hereunder), Section 4.4, Section 5.2 (with respect to unpaid amounts due hereunder), Section 5.3, Section 5.5 (final sentence only), Article VI, Article VII, Article VIII and Article X shall survive any termination of this Agreement.

ARTICLE X
MISCELLANEOUS

10.1 Choice of Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. Each of the Parties (i) irrevocably agrees that any claims, suits, actions or proceedings arising out of or relating in any way to this Agreement shall be exclusively brought in the Court of Chancery of the State of Delaware, in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims; (ii) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claim, suit, action or proceeding; (iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper; (iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and (v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

10.2 Notice. All notices, requests or consents provided for or permitted to be given pursuant to this Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postpaid and registered or certified with return receipt requested or by delivering such notice in person or by telecopier or telegram to such Party. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business

hours. All notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below or at such other address as such Party may stipulate to the other Parties in the manner provided in this Section 10.2.

To CK:

Alimentation Couche Tard Inc.
4204 Industrial Blvd
Laval (Quebec) H7L 0E3
Attention: General Counsel
Telephone: (450) 662-6632 or (800) 361-2612
Facsimile: (450) 662-6633

To the MLP Group:

CrossAmerica GP, LLC

600 Hamilton Street, Suite 500
Attention: Chief Executive Officer
Telephone: (610) 625-8000
Facsimile: (610) 776-6720

10.3 Entire Agreement. Other than the surviving provisions of the Prior Agreement, this Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

10.4 Jointly Drafted. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by all of the Parties, and shall not be construed against any Party on the basis of that Party's role in drafting this Agreement.

10.5 Effect of Waiver or Consent. No waiver or consent, express or implied, by any Party of or to any breach or default by any Person in the performance by such Person of its obligations hereunder shall be deemed or construed to be a consent or waiver of or to any other breach or default in the performance by such Person of the same or any other obligations of such Person hereunder. Failure on the part of a Party to complain of any act of any Person or to declare any Person in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder until the applicable statute of limitations period has run.

10.6 Amendment or Modification. This Agreement may be amended or modified only from time to time by the written agreement of the Parties. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" to this Agreement.

10.7 Assignment; No Third-Party Beneficiaries. None of the Parties shall have the right to assign its rights or obligations under this Agreement without the prior written consent of all other Parties. Notwithstanding the foregoing, a merger of a Party shall not be deemed to be an assignment or transfer of its rights or a delegation of its obligations under this Agreement. Furthermore, the transfer of all or substantially all of the assets of a Party shall not be deemed an assignment or transfer of its rights or a

delegation of its obligations under this Agreement if the assignee assumes all of the obligations under this Agreement. The provisions of this Agreement are enforceable solely by the Parties (including any permitted assignee), and no limited partner or member of the MLP or other Person shall have the right, separate and apart from the Parties hereto, to enforce any provision of this Agreement or to compel any Party to comply with the terms of this Agreement.

10.8 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission) with the same effect as if all signatory Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

10.9 Relationship of the Parties. Nothing in this Agreement shall be construed to create a partnership or joint venture or give rise to any fiduciary or similar relationship of any kind.

10.10 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.11 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

10.12 Withholding or Granting of Consent. Except as expressly provided to the contrary in this Agreement, each Party may, with respect to any consent or approval that it is entitled to grant pursuant to this Agreement, grant or withhold such consent or approval in its sole and uncontrolled discretion, with or without cause, and subject to such conditions as it shall deem appropriate.

10.13 Laws and Regulations. Notwithstanding any provision of this Agreement to the contrary, no Party shall be required to take any act, or fail to take any act, under this Agreement if the effect thereof would be to cause such Party to be in violation of any applicable law, statute, rule or regulation.

10.14 No Recourse Against Officers, Directors, Managers or Employees. For the avoidance of doubt, the provisions of this Agreement shall not give rise to any right of recourse against any officer, director, manager or employee of CK, the General Partner or any of their respective Affiliates.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the Effective Date.

CROSSAMERICA PARTNERS LP,
a Delaware limited partnership

By: CrossAmerica GP LLC, its General Partner

By: */s/ Charles Nifong*
Name: Charles Nifong
Title: President and Chief Executive Officer

CROSSAMERICA GP LLC,
a Delaware limited liability company

By: */s/ Charles Nifong*
Name: Charles Nifong
Title: President and Chief Executive Officer

CIRCLE K STORES INC.,
a Texas Corporation

By: */s/ Darrell Davis*
Name: Darrell Davis
Title: Executive Vice President Operations, North America

Exhibit 10.3 EXECUTION VERSION

TERMINATION AGREEMENT
(OMNIBUS AGREEMENT)

This TERMINATION AGREEMENT (this "Agreement"), dated as of November 19, 2019, is made and entered into by and among CrossAmerica Partners LP, a Delaware limited partnership (the "MLP"), CrossAmerica GP LLC, a Delaware limited liability company and the general partner (the "General Partner") of the MLP, Dunne Manning Inc., a Delaware corporation ("DMI"), CST Services, LLC, a Delaware limited liability company ("CST"), Circle K Stores, Inc., a Texas corporation ("CK"), Dunne Manning Stores, LLC, a Delaware limited liability company ("DMS") and Joseph V. Topper, Jr., an individual ("Topper").

WHEREAS, the MLP, the General Partner, DMI, CST, CK, DMS and Topper are parties to that certain Second Amended and Restated Omnibus Agreement, entered into and effective as of April 29, 2019 (the "Omnibus Agreement"); and

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Securities Purchase Agreement, dated as of November 19, 2019, by and among CST, CST Brands, LLC ("Seller"), CST GP, LLC, CST Brands Holdings, LLC, the Subsidiaries of Seller set forth on the signature pages thereto, Lehigh Gas GP Holdings LLC, Dunne Manning CAP Holdings I LLC and Dunne Manning CAP Holdings II LLC (the "Purchase Agreement"), each of the MLP, the General Partner, DMI, CST, CK, DMS and Topper wish to terminate the Omnibus Agreement and all rights, liabilities and obligations of the MLP, the General Partner, DMI, CST, CK, DMS and Topper thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree, confirm and acknowledge as follows:

1. Termination. Effective as of the Closing (as such term is defined in the Purchase Agreement), the Omnibus Agreement is hereby terminated and, notwithstanding anything to the contrary set forth therein (including, without limitation, any provision that purports to survive such termination), no party thereto shall have any further rights, liabilities or obligations thereunder; provided, however, that the provisions of Article II, Article V (solely with respect to unpaid amounts due thereunder for Services rendered prior to the Closing), Section 5.4, Article VI, Article VII, Article IX, and Article XII shall survive such termination and shall remain in full force and effect in accordance with their terms for such remaining term as may be provided therein.

2. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

3. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

CROSSAMERICA PARTNERS LP

By CROSSAMERICA GP LLC,
Its General Partner

By: */s/ Gerardo Valencia*
Name: Gerardo Valencia
Title: President and Chief Executive Officer

CROSSAMERICA GP, LLC

By: */s/ Gerardo Valencia*
Name: Gerardo Valencia
Title: President and Chief Executive Officer

DUNNE MANNING INC.

By: */s/ Joseph V. Topper, Jr.*
Name: Joseph V. Topper, Jr.
Title: Chief Executive Officer

CST SERVICES, LLC

By: */s/ Darrell Davis*
Name: Darrell Davis
Title: President

CIRCLE K STORES, INC.

By: */s/ Darrell Davis*
Name: Darrell Davis
Title: Executive Vice President Operations, North America

DUNNE MANNING STORES, LLC

By: Dunne Manning Stores Holdings, LLC,
its Manager

By: */s/ Charles Nifong*
Name: Charles Nifong
Title: General Manager

JOSEPH V. TOPPER, JR.

/s/ Joseph V. Topper, Jr.

Exhibit 10.4 EXECUTION VERSION

TERMINATION AGREEMENT
(VOTING AGREEMENT)

This TERMINATION AGREEMENT (this "Agreement"), dated as of November 19, 2019, is made and entered into by and among CST Brands, LLC, (formerly known as CST Brands, Inc.) a Delaware corporation ("CST"), Joseph V. Topper, Jr., an individual, ("Topper"), 2004 Irrevocable Agreement of Trust of Joseph V. Topper, Sr. (the "Topper Trust") and Dunne Manning Inc. (formerly known as Lehigh Gas Corporation), a Delaware corporation (together with the Topper Trust and Topper, the "Equityholders").

WHEREAS, CST and each of the Equityholders are parties to that certain Voting Agreement, dated as of October 1, 2014 (the "Voting Agreement"); and

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Securities Purchase Agreement, dated as of November 19, 2019, by and among CST, CST GP, LLC, CST Brands Holdings, LLC, the Subsidiaries of CST set forth on the signatures pages thereto, Lehigh Gas GP Holdings LLC, Dunne Manning CAP Holdings I LLC and Dunne Manning CAP Holdings II LLC (the "Purchase Agreement"), CST and each Equityholder wish to terminate the Voting Agreement and all rights, liabilities and obligations of CST and each Equityholder thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree, confirm and acknowledge as follows:

1. Termination. Effective as of the Closing (as such term is defined in the Purchase Agreement), the Voting Agreement is hereby terminated and, from and after the Closing, none of CST nor any of the Equityholders shall have any further rights, liabilities or obligations thereunder; provided, however, that the provisions of Article IV of the Voting Agreement (other than Section 4.2) shall survive such termination and shall remain in full force and effect).

2. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

3. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

CST BRANDS, LLC

By: */s/ Darrell Davis*
Name: Darrell Davis
Title: President

DUNNE MANNING INC.

By: */s/ Joseph V. Topper, Jr.*
Name: Joseph V. Topper, Jr.
Title: Chief Executive Officer

JOSEPH V. TOPPER, JR.

/s/ Joseph V. Topper, Jr.

2004 IRREVOCABLE AGREEMENT OF TRUST OF JOSEPH V. TOPPER, SR.

By: */s/ Joseph V. Topper, Jr.*
Name: Joseph V. Topper, Jr.
Title: Trustee

Exhibit 2.1 FINAL EXECUTION VERSION

Certain identified information has been omitted from this exhibit because it is both (i) not material and (ii) would likely cause competitive harm to the Registrant if publicly disclosed. Such omitted information is indicated by brackets ("[**]") in this exhibit.

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (this "Agreement"), dated as of November 19, 2019 (the "Execution Date"), between Circle K Stores Inc., a Texas corporation ("Circle K"), and CrossAmerica Partners LP, a Delaware limited partnership ("CrossAmerica"). Circle K and CrossAmerica are together referred to herein as the "Parties".

RECITALS

A. Circle K (i) owns or leases the 45 dealer-operated convenience stores and related Assets (as hereinafter defined) at the locations set forth on Exhibit A hereto (the "Properties"), in each case, either directly or indirectly through a direct or indirect wholly owned subsidiary or commonly owned affiliate of Circle K (and for purposes of this Agreement, each such subsidiary or affiliate is included within the definition of "Circle K" to the extent necessary to effect the transactions contemplated hereby) and (ii) supplies branded and unbranded motor fuel pursuant to fuel supply contracts to (a) the Dealers (as defined below) in respect of the Properties and (b) 387 Dealers in respect of the convenience store locations set forth on Exhibit B hereto (such locations, the "Dealer Properties").

B. CrossAmerica owns 17,500 outstanding Units (as defined in the Partnership Agreement (as hereinafter defined)) of CST Fuel Supply LP, a Delaware limited partnership ("CST Fuel Supply") (the "CST Fuel Supply Units").

C. In connection with the transactions contemplated by that Securities Purchase Agreement (the "SPA"), to be entered into on the date hereof, by and among CST Brands, LLC ("Seller"), CST GP, LLC, CST Brands Holdings, LLC, the subsidiaries of Seller set forth on the signature pages thereto, Lehigh Gas GP Holdings LLC (the "GP Buyer"), Dunne Manning CAP Holdings II LLC (the "IDR Buyer") and Dunne Manning CAP Holdings I LLC (the "LP Buyer" and collectively with the GP Buyer and the IDR Buyer, the "Buyers"), and as a condition to the Seller's and Buyers' willingness to consummate the transactions contemplated thereby, Circle K desires to sell, assign and deliver all of the Properties and related Assets to CrossAmerica in exchange for the CST Fuel Supply Units, in each case upon the terms and subject to the conditions set forth in this Agreement.

D. (i) The Conflicts Committee (the "Conflicts Committee") of the board of directors of the general partner of CrossAmerica (the "Board of Directors"), based on the belief of the members of the Conflicts Committee that the consummation of the transactions contemplated hereby (excluding, for the avoidance of doubt, the transactions contemplated by the SPA) on the terms and conditions set forth in this Agreement is in the best interests of CrossAmerica, approved

the transactions contemplated hereby, and such approval constituted Special Approval for purposes of the First Amended and Restated Agreement of Limited Partnership of CrossAmerica, as amended, (ii) the Conflicts Committee recommended that the Board of Directors approve the transactions contemplated hereby hereby (excluding, for the avoidance of doubt, the transactions contemplated by the SPA) and (iii) subsequently, the Board of Directors approved the transactions contemplated hereby (excluding, for the avoidance of doubt, the transactions contemplated by the SPA).

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1

EXCHANGE OF ASSETS FOR UNITS; ASSUMPTION OF CERTAIN LIABILITIES

1.1. Exchange of Circle K Assets.

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Circle K agrees to assign, transfer, convey and deliver to CrossAmerica (or a designated subsidiary of CrossAmerica), all of Circle K's right, title and interest in and to all of the following assets (collectively, the "Assets"), free and clear of all Liens (other than Permitted Liens):

(a) Owned Real Property. Fee simple title to all land and other real property and related improvements owned by Circle K at the Properties, including Circle K's interest in any right-of-way or easement over any adjoining property and any right, title and interest of Circle K in and to adjacent streets, alleys or rights-of-way, all of which are listed by commonly known address as "Fee" properties on Exhibit A hereto (the "Fee Properties").

(b) Leased Real Property. Circle K's leasehold interest in all land and other real property and related improvements leased by Circle K at the Properties, all of which are listed by commonly known address as "Lease" properties on Exhibit A hereto (the "Leased Properties").

(c) Improvements. All buildings, canopies and other improvements located on the Properties, together with all permanently attached machinery, fixtures and heating, plumbing, electrical, lighting, ventilating and air-conditioning equipment owned by Circle K and affixed to or located on the Properties (the "Improvements").

(d) Equipment. All tangible personal property owned by Circle K and located on the Properties, including, without limitation, all furniture, fixtures, shelving, display racks, walk-in boxes, furnishings, signage, fuel dispensing equipment, automated teller machines (ATMs, if owned), security systems, registers, telephone systems, office equipment, credit card systems, credit card invoice printers and electronic point of sale devices, parts, tools, supplies and other items of equipment of any nature whatsoever (collectively, the "Equipment"). The Equipment shall include all fuel storage tanks, fill holes and fill hole covers and tops, pipelines, vapor lines, pumps, hoses, Stage I and Stage II vapor recovery equipment, containment devices,

monitoring equipment, cathodic protection systems and other elements associated with any of the foregoing or other systems (the "UST Systems") located at the Properties and owned by Circle K.

(e) Dealer Agreements. All of Circle K's rights under those site leases or subleases, fuel supply agreements or other contracts by which Circle K has any obligation to lease or sublease any Property to any dealer, commission agent, sub-jobber or other wholesale customer listed on Exhibit A or Exhibit B hereto (as the case may be, a "Dealer"), and/or to sell any branded or unbranded motor fuel to any Dealer, or pursuant to which any Dealer has any right to purchase any branded or unbranded motor fuel from Circle K (collectively, the "Dealer Agreements"). The rights under the Dealer Agreements assigned to CrossAmerica pursuant to this Agreement shall include all related incentive agreements and all collateral and related rights securing the Dealers' obligations under the Dealer Agreements including, without limitation, any cash deposits, letters of credit, guarantees, security agreements, loan agreements, promissory notes, pledges of certificates of deposit, mortgages, UCC financing statements and filings and other collateral related instruments and documents.

(f) Other Contracts. All of Circle K's rights under (i) the lease agreements under which Circle K leases the Leased Properties, (ii) any tenant leases or other contracts by which any third party leases or operates any portion of a Property (such as, for example, a quick service restaurant franchise agreement or sublease) and (iii) any other contracts used primarily in or necessary for the operation of one or more particular Properties (collectively with the Dealer Agreements, the "Assumed Contracts").

(g) Fuel Inventory at Commission Sites. All gasoline, diesel fuel, kerosene and other petroleum based motor fuels owned by Circle K and stored in the UST Systems at any of the locations operated by a Dealer that is an independent commission marketer (the "Fuel Inventory").

(h) Assignable Permits. All assignable Permits (as hereinafter defined) owned or held by Circle K and applicable to the Properties or other Assets.

(h) Records. All real estate records, environmental reports, UST System registrations and reports and other books and records of Circle K (or abstracts therefrom) to the extent relating to the Properties, the Dealer Properties or other Assets (collectively, the "Records").

(i) Goodwill and other Intangible Assets. All goodwill and other intangible assets associated with the Assets including any warranties and other claims against third persons associated with the Improvements, Equipment and other Assets (other than to the extent expressly included in the Excluded Assets) (collectively, the "Goodwill and Other Intangible Assets").

Exhibit C hereto sets forth the agreed upon value (the "Allocated Value") for each individual Property and Dealer Property, respectively, and Assets related thereto for purposes of the exchange contemplated by this Agreement.

1.2. Excluded Assets.

Circle K shall assign, transfer, convey and deliver only the Assets described above and shall not assign, transfer, convey or deliver (and shall retain) all other assets of Circle K, to

the extent not primarily associated with the Properties or other Assets (collectively, the "Excluded Assets"). The Excluded Assets shall include, without limitation:

(a) all rights or obligations under all Contracts other than the Assumed Contracts;

(b) any post-Closing environmental reimbursements from any governmental reimbursement fund for environmental cleanup or remediation expenses incurred and paid for by Circle K with respect to a Property before the Closing (and after the Closing with respect to the Environmental Liabilities (as defined in the ERA referred to below) retained by Circle K pursuant to the ERA);

(c) all brand names of Circle K or its affiliates, and all associated trademarks, trademark rights, service marks, service mark rights, tradenames, tradename rights, logos and associated intellectual property rights; and

(d) all corporate records, Tax Returns and other books and records that are not expressly included in the Assets pursuant to Section 1.1(g).

1.3. Assumption of Certain Liabilities by CrossAmerica.

(a) Upon the terms and subject to the conditions set forth in this Agreement, effective upon the Closing Date, CrossAmerica agrees to assume only the following liabilities and obligations of Circle K (collectively, the "Assumed Liabilities"):

(i) all liabilities and obligations under the Assumed Contracts assumed by CrossAmerica on the Closing Date, but only to the extent that such obligations (i) are required pursuant to such Assumed Contracts to be performed after the Closing Date and (ii) do not arise from or relate to any breach by Circle K of any such Assumed Contracts or any event, circumstance or condition occurring or existing prior to the Closing Date that, with notice or lapse of time, would constitute or result in a breach of any of such Assumed Contracts;

(ii) all Environmental Liabilities and other obligations relating to the UST Systems or the environmental condition of the Properties except for those Environmental Liabilities for which Circle K is responsible pursuant to the ERA; and

(iii) all liabilities and obligations arising out of or based upon CrossAmerica's ownership and operation of the Assets from and after the Closing Date (including, without limitation, any property taxes or other taxes or assessments relating to the Assets for the portion of any taxable period on or after the Closing Date).

(b) CrossAmerica shall assume only the liabilities expressly described in Section 1.3(a). All other obligations, debts, taxes, operating expenses, rent, utilities and other liabilities of Circle K of any kind, character or description, whether accrued, absolute, contingent or otherwise, whether associated with the Properties or other Assets or otherwise, shall not be

assumed by CrossAmerica and shall be retained by Circle K (collectively, the "Excluded Liabilities").

1.4. Exchange of Units of CST Fuel Supply.

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing and in exchange for the Assets, CrossAmerica agrees to assign, transfer, convey and deliver to Circle K, all of CrossAmerica's right, title and interest in and to the CST Fuel Supply Units, free and clear of all Liens.

1.5. Actions by Subsidiaries and Affiliates.

Certain of the Assets may be owned indirectly through one or more direct or indirect wholly owned subsidiaries or commonly owned affiliates of Circle K. Circle K agrees to cause its subsidiaries and affiliates to take all actions necessary to assign, transfer, convey and deliver the Assets owned by such subsidiaries and affiliates at the Closing in accordance with the requirements of this Agreement (including, without limitation, the authorization, execution and delivery of documents to be delivered by Circle K pursuant to Section 2.4). In addition, (a) Circle K may designate one or more of its direct or indirect wholly owned subsidiaries or commonly owned affiliates to accept the CST Fuel Supply Units at the Closing, and (b) CrossAmerica may designate one or more of its direct or indirect wholly owned subsidiaries to accept the Assets and assume the Assumed Liabilities at the Closing. However, notwithstanding the foregoing or anything else herein to the contrary, each Party shall remain primarily responsible for its obligations hereunder (including, without limitation, its indemnification obligations set forth in Article 7).

ARTICLE 2

CLOSING; PRORATIONS; ETC.

2.1. Removal of Properties or Dealer Agreements Prior to Closing.

(a) Removal of Properties. If any of the following occurs with respect to a Property before the Closing:

(i) any material title Objections referred to in Section 3.2(c) cannot be released or corrected in a commercially reasonable manner that is mutually acceptable to the Parties;

(ii) the Parties reasonably conclude that the environmental or other condition of the Property or its UST System materially impairs the value of the Property or would materially hinder its operation as a convenience store with retail fuel operations;

(iii) the Property suffers material damage or destruction or Circle K receives notice of a planned condemnation of a material part of the Property;

(iv) the Dealer Agreement relating to such Property cannot be assigned to CrossAmerica at the Closing, in accordance with the terms thereof, for any reason

(including, without limitation, the failure to obtain a consent required for the assignment thereof); or

(v) the Diligence Report relating to the Property prepared pursuant to Section 3.6 hereof discloses any matter that would constitute a material exception to the representations and warranties set forth in Article 4 without regard to any materiality or Material Adverse Effect qualifiers set forth in such representations and warranties (and for purposes of this clause (iv): (x) any matter disclosed in the Diligence Report for a Property shall constitute an "exception" to the applicable representations and warranties set forth in Article 4; and (y) any such exception shall be deemed "material" if the applicable matter materially impairs the value of the Property or would materially hinder its operation as a convenience store with retail fuel operations);

then, in any such event, CrossAmerica may elect, in its sole discretion, to remove each applicable Property (and the other Assets relating primarily to such Property) from this transaction by written notice to Circle K.

(b) Substitution Sites or Payment of Allocated Value for a Property. If a Property is removed pursuant to Section 2.1(a), then if Circle K believes in good faith that it owns or leases, as applicable, a comparable substitute property that meets the criteria below, the Parties will negotiate in good faith to mutually agree to substitute such Property with another convenience store property that is comparable to the removed Property. A property shall be considered "comparable" for purposes of this Section 2.1 if (i) Circle K has the same type of interest in such property as the removed Property (i.e., a fee site for a fee site, or a leased site for a leased site) and (ii) such property (A) is located in the same general geography, is operated in the same general manner (i.e., company-operated or lessee-dealer operated) and (B) has the same or better Allocated Value as that attributed to the removed Property, as set forth in Exhibit C. In the event of any substitution of a Property in accordance with this Section 2.1(b), Exhibit A and Exhibit C shall be amended accordingly. If the Parties do not mutually agree to substitute another convenience store property comparable to the removed Property, then, in lieu of a substitution of another comparable property pursuant to this Section 2.1(b), Circle K shall pay to CrossAmerica an amount in cash equal to the Allocated Value of the Property removed, as set forth in Exhibit C, which amount shall be paid to CrossAmerica at Closing pursuant to Section 2.4(a)(ix).

(c) Removal of Dealer Agreements in Respect of Dealer Properties. In the event that the Dealer Agreement relating to a Dealer Property cannot be assigned to CrossAmerica at the Closing, in accordance with the terms thereof, for any reason (including, without limitation, the failure to obtain any consent required for such assignment thereof), then CrossAmerica may elect, in its sole discretion, to remove each such Dealer Agreement from this transaction by written notice to Circle K, and Exhibits B and C shall be updated accordingly to reflect such removal.

(i) If the aggregate Allocated Value of all Dealer Properties in respect of Dealer Agreements removed pursuant to this Section 2.1(c) (the "Aggregate Value") is less than $[**], then Exhibits B and C shall be updated accordingly to reflect such removal, with no further changes to the Assets to be transferred or payments to be made pursuant to this Agreement.

(ii) If the Aggregate Value is greater than $[**], but less than $[**], then Circle K shall pay to CrossAmerica, at the Closing, an amount in cash equal to the amount by which the Aggregate Value exceeds $[**], pursuant to Section 2.4(a)(ix).

(iii) If the Aggregate Value is greater than $[**], then Circle K shall pay to CrossAmerica, at the Closing, an amount in cash equal to [**]% of the amount by which the Aggregate Value exceeds $[**], pursuant to Section 2.4(a)(ix).

2.2. Closing.

Upon the terms and subject to the conditions set forth in this Agreement, the closing of the transactions contemplated hereby (the "Closing") shall take place (a) at the offices of the Title Company or, if the Parties so agree, remotely by the electronic exchange of documents and signatures, on the third business day after the last to be satisfied or waived of the conditions set forth in Article 8 hereof has been satisfied or waived in accordance with this Agreement, or (b) at such other place and time and/or on such other date as the Parties may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date".

2.3. Closing Matters.

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

(a) Each Party shall deliver to the other Party the deeds, assignments, bills of sale and other closing documents provided for in Section 2.4 below.

(b) Each Party shall deliver to the other Party the aggregate net amount of all taxes, expenses and other amounts prorated or credited to such Party pursuant to Section 2.5, Section 2.6 or Section 3.7, by wire transfer of immediately available funds in such amount, through the escrow account established by the Title Company, to an account or accounts to be designated in writing by the other Party.

(c) Each Party shall deliver to the other Party such other documents, certificates, instruments and writings required to be delivered pursuant to Article 8 or otherwise required pursuant to this Agreement.

2.4. Closing Deliveries.

(a) Circle K's Closing Deliveries. At the Closing, Circle K shall deliver the following:

(i) Fee Properties. Circle K shall deliver to CrossAmerica and the Title Company a duly executed and acknowledged special/limited warranty deed (a "Deed") for each Fee Property, in the form required by the law where each such Property is located and otherwise in form and substance reasonably satisfactory to the Parties.

(ii) Leased Properties. Circle K shall deliver to CrossAmerica and the Title Company an executed Assignment and Assumption of Lease in substantially the form attached hereto as Schedule 2.4(a)(ii) (a "Lease Assignment") for each lease agreement whereby Circle K leases each Leased Property, together with consents to assignment executed by the applicable landlords (if required by the terms of the applicable leases) in form and substance reasonably satisfactory to the Parties.

(iii) Landlord Estoppel Certificates. Circle K shall deliver to CrossAmerica the Landlord Estoppel Certificates required to be obtained pursuant to Section 6.6(a) and any other Landlord Estoppel Certificates obtained by Circle K, each dated not earlier than sixty (60) days prior to the Closing Date.

(iv) Equipment, Etc. Circle K shall deliver to CrossAmerica such bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to CrossAmerica, as shall be effective to vest in CrossAmerica all of Circle K's right, title and interest in and to the Equipment and other Assets. A satisfactory form of the bill of sale is attached hereto as Schedule 2.4(a)(iv) (the "Bill of Sale").

(v) Assumed Contracts. Circle K shall deliver to CrossAmerica an executed Assignment and Assumption of Contracts in substantially the form attached hereto as Schedule 2.4(a)(v) (a "Contract Assignment") for the Dealer Agreements and other Assumed Contracts, together with a consent to assignment executed by the applicable counterparty to each such Contract (if required by the terms of the applicable Contract) in form and substance reasonably satisfactory to the Parties.

(vi) Lien Releases. Circle K shall deliver to CrossAmerica effective releases of any Liens on the Properties and Assets (except Permitted Liens), in form and substance reasonably satisfactory to CrossAmerica.

(vii) Authority Documents. Circle K shall deliver to CrossAmerica and the Title Company a current certificate of good standing or qualification of Circle K and each of its affiliates that is assigning any Assets at the Closing, in each case issued by the Secretaries of State of their states of organization and of any other state in which any of the Properties is located. Circle K shall also deliver to CrossAmerica a certificate of Circle K's secretary certifying as to its constituent charter documents and any corporate proceedings relating to the authorization, execution and delivery of this Agreement.

(viii) Closing Certificate. Circle K shall deliver to CrossAmerica a certificate duly executed by an authorized officer of Circle K, dated as of the Closing Date, in substantially the form attached hereto as Schedule 2.4(a)(viii).

(ix) Wire Transfer. Circle K shall pay to CrossAmerica, by wire transfer of immediately available funds to such bank account or accounts as designated in writing by CrossAmerica, any amount payable pursuant to Sections 2.1(b) or Section 2.1(c)(ii) hereof, if and to the extent applicable.

(x) Form W-9. Circle K shall deliver to CrossAmerica a properly executed IRS Form W-9.

(xi) Miscellaneous. Circle K shall deliver to CrossAmerica and the Title Company such vendor's affidavits, non-foreign seller affidavits, "gap" affidavits, owner affidavits, transfer and sales disclosure forms and other documents required or reasonably requested by CrossAmerica or the Title Company in order to consummate and make effective the transactions contemplated by this Agreement, in each case in form and substance reasonably satisfactory to CrossAmerica and the Title Company.

(b) CrossAmerica's Closing Deliveries. At the Closing, CrossAmerica shall deliver the following:

(i) Assignment of Units. CrossAmerica shall deliver to Circle K a duly executed Assignment of Units in substantially the form attached hereto as Schedule 2.4(b)(i).

(ii) Payment for Fuel Inventory. CrossAmerica shall pay to Circle K the aggregate value of the Fuel Inventory. For this purpose, the value of the Fuel Inventory at each location shall be the last price paid by Circle K for each grade and type of fuel for the last delivery to the applicable location prior to the Closing Date, plus standard transportation charges applicable to the delivery of fuel from the applicable terminal to the location and all applicable federal, state and local taxes. Circle K shall take and record measurements of all of the Fuel Inventory at each location at approximately 7:00 AM, local time, on the Closing Date (net of water, sludge, dirt, sand and other foreign substances) by stick gauges, TLS 350 or Auto Stick electronic measurement device, and calculate the value of the Fuel Inventory based on those measurements.

(iii) Lease Assignments and Contract Assignments. CrossAmerica shall deliver to Circle K a duly executed counterpart of each Lease Assignment and Contract Assignment.

(iv) Assumption of Assumed Liabilities. CrossAmerica shall deliver to Circle K a written undertaking, in substantially the form attached to the Bill of Sale, whereby CrossAmerica shall assume the Assumed Liabilities at the Closing.

(v) Authority Documents. CrossAmerica shall deliver to Circle K a current certificate of good standing issued by the Secretary of State of the State of Delaware. CrossAmerica shall also deliver to Circle K a certificate of the secretary of CrossAmerica's general partner as to its constituent charter documents and any partnership proceedings relating to the authorization, execution and delivery of this Agreement.

(vi) Closing Certificate. CrossAmerica shall deliver to Circle K a certificate duly executed by an authorized officer of CrossAmerica, dated as of the Closing Date, in substantially the form attached hereto as Schedule 2.4(b)(vi).

(vii) Form W-9. CrossAmerica shall deliver to Circle K a properly executed IRS Form W-9.

(viii) Miscellaneous. CrossAmerica shall deliver to Circle K and the Title Company such other documents required or reasonably requested by Circle K or the Title Company in order to consummate and make effective the transactions contemplated by this Agreement, in each case in form and substance reasonably satisfactory to Circle K and the Title Company.

2.5. Closing Costs.

Circle K shall pay for the cost of all title commitments and title insurance policies (subject to the following sentence) with respect to the Properties and other Assets to be transferred by it hereunder, as well as all recording fees and any other fees payable in connection with the transfer of such Properties and other Assets to CrossAmerica hereunder. CrossAmerica shall pay for any additional fees or expenses of the Title Company to issue any extended coverage with respect to the Properties to be assigned to it hereunder, the costs of any title endorsements requested by CrossAmerica and any lender coverage with respect to Properties to be assigned to it hereunder. Each Party shall pay 50% of any transfer taxes, excise taxes or other similar taxes payable in connection with the transfer of the Properties and 50% of the costs charged by the Title Company for escrow services. Except as provided above, each Party will bear its own fees, costs and expenses associated with the transactions contemplated hereby, including attorneys' fees, appraisal, brokerage, consulting and/or due diligence costs, and any other related fees and expenses.

2.6. Prorations and Adjustments.

The following expenses relating to the Properties shall be prorated between the Parties except to the extent that any of expenses are the responsibility of any tenant under an Assumed Contract (collectively, the "Proration Amounts"):

(a) Real Estate Taxes. Circle K shall be responsible for (i) any delinquent real estate taxes (and penalties and interest thereon, if any) payable with respect to the Properties for all calendar years prior to the calendar year in which the Closing occurs; (ii) all installments of real estate taxes with respect to the Properties payable during the calendar year in which the Closing occurs (notwithstanding that such taxes may not be payable until after the Closing Date); and (iii) its pro rata portion of the real estate taxes assessed with respect to the Properties during the calendar year in which the Closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date). CrossAmerica shall be responsible for its pro rata portion of the real estate taxes assessed with respect to the Properties for the period following the Closing and becoming a Lien during the calendar year in which the Closing occurs as shall be allocable to CrossAmerica by proration (based upon the number of days remaining in such calendar year after the Closing Date). The present tax rates and assessed values or, if such rates and values have not been set at the Closing Date, 105% of the preceding year's tax rates and assessed values, shall be used for the purposes of this Section 2.6(a). CrossAmerica shall receive a credit at Closing for any taxes that are the responsibility of Circle K, but which are not yet due

and payable, and CrossAmerica shall be responsible for the actual payment of such taxes, but only to the extent of such credit.

(b) Other Assessments. Circle K shall be responsible for all assessments for improvements to a Property first due and payable at any time prior to or on the Closing Date, and CrossAmerica shall be responsible for all assessments for improvements first due and payable after the Closing Date.

(c) Utility Charges. All telephone, electricity and other utility charges paid or payable with respect to the Properties shall be prorated as of the Closing Date. For any such metered utilities, the Parties shall ensure that all meters are read on the Closing Date and accordingly switched over to CrossAmerica's account as of such date.

(d) Security Deposits, Charges Under Leases, Etc. At the Closing, CrossAmerica shall reimburse Circle K for all refundable security deposits paid by Circle K pursuant to any applicable Assumed Contracts and refundable any utility or other deposits paid by Circle K, and such deposits shall be assigned to CrossAmerica. Similarly, CrossAmerica shall receive a credit at the Closing for all refundable security or other deposits paid to Circle K pursuant to any applicable Assumed Contracts and by tenants occupying the Properties. All amounts paid or payable by or to Circle K pursuant to any applicable Assumed Contracts and by any tenants occupying the Properties under leases or otherwise including, without limitation, rental (including percentage rent or prepaid rent), taxes (including contributions by lessees to real estate taxes), common area charges, maintenance charges, utilities charges, business taxes, merchants' association and advertising fees and occupancy costs shall be prorated as of the Closing Date.

(e) Accounts Payable. All accounts payable at a Property with respect to the period prior to the Closing Date shall be paid by Circle K (including all invoices that are not received until after the Closing Date).

(f) Accounts Receivable. All payments made with respect to the credit card receipts and accounts receivable of Circle K arising out of the sale of inventory at any of the Properties prior to the Closing Date shall be paid to Circle K, and CrossAmerica shall pay over to Circle K any such amounts it may receive promptly following its receipt thereof. Similarly, all payments made with respect to accounts receivable of CrossAmerica arising out of its operation of any of the Properties after the Closing Date shall be paid to CrossAmerica, and Circle K shall pay over to CrossAmerica any such amounts it may receive promptly following its receipt thereof.

(g) Unit Distributions. CrossAmerica shall be entitled to its pro rata portion of all distributions made on the CST Fuel Supply Units pursuant to the Partnership Agreement paid after the Closing Date but attributable to any periods prior to the Closing Date and Circle K shall pay over to CrossAmerica any such amounts it may receive promptly following its receipt thereof.

Not less than three, and not more than five business days prior to the Closing, Circle K will prepare and deliver to CrossAmerica a written statement setting forth Circle K’s good faith estimates of the Proration Amounts, and each Party shall reasonably cooperate with the other Party to determine the Proration Amounts based on the latest available information. At the Closing, the Parties shall make such payment as is determined to be due and owing with respect to such

Proration Amounts. As soon as practicable after the actual Proration Amounts are available, but in any event within 90 days after the Closing Date, the Parties shall make any necessary adjustments based on such information and pay over to the other Party the amount of any such adjustment that may be due and owing by such party. If necessary, further adjustments shall be made on the six-month and twelve-month anniversaries of the Closing Date, until all adjustments and allocations have been finally completed.

2.7. Tax Allocation; Tax Cooperation.

(a) Tax Allocation. At or prior to the Closing, the Parties shall agree upon an allocation of the fair value of the various categories of Assets for tax reporting purposes in compliance with applicable tax laws. At or prior to the Closing, the Parties shall agree regarding the fair market values of the real property assets and will segregate those Properties that Circle K reasonably identifies as qualifying for a like-kind exchange under Section 1031 of the Code into one exchange group within the meaning of Treas. Reg. § 1.1031(j)-1(b)(2). Each Party agrees that it shall report for federal, state, local and all other tax purposes in a manner consistent with such allocation and that it shall not take any position inconsistent with such allocation in connection with any examination, claim, action or other proceeding by or against any taxing authority or for any other purpose, in each case unless otherwise required by applicable law.

(b) Cooperation. After the Closing Date, the Party responsible for filing any applicable tax return with respect to the Properties or the transactions contemplated hereby shall be responsible hereunder to timely file the applicable tax return and pay all taxes due thereon (subject to the prorations provided for herein and the indemnification provisions set forth in Article 7 hereof). The Parties shall make available to the other, as reasonably requested, and to any governmental or taxing authority, all information, records or documents relating to taxes for all periods prior to or including the Closing Date. After the Closing Date, the Parties shall reasonably cooperate in good faith, as and to the extent reasonably requested by the other, in connection with the filing of tax returns and any audit, litigation, appeal, hearing, or other proceeding with respect to taxes. Such cooperation shall include providing the information, records, and documents described above and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided. Each Party shall bear its own expenses in complying with the foregoing provisions (subject to the prorations provided for herein and the indemnification provisions set forth in Article 7 hereof).

ARTICLE 3

DUE DILIGENCE REVIEW OF PROPERTIES; TITLE INSURANCE; ENVIRONMENTAL LIABILITIES; ETC.

3.1. Due Diligence Review.

Between the date hereof and the Closing Date, Circle K shall provide CrossAmerica and its employees, accountants, consultants, legal counsel, agents and other authorized representatives reasonable access during regular business hours and upon reasonable notice to the Properties, Assumed Contracts, books and records and other Assets for the purpose of conducting such review of the Assets as CrossAmerica may reasonably desire, and shall furnish CrossAmerica

with such information as CrossAmerica may from time to time reasonably require with respect to the Assets; provided, that CrossAmerica shall be permitted to perform environmental assessments of the Properties only as set forth in the ERA. Circle K shall cause its officers and employees to assist in conducting such reviews and shall cause its counsel, accountants, consultants and other non-employee representatives to be reasonably available for such purposes.

3.2. Title Insurance.

(a) Promptly after the date of this Agreement, Circle K shall post to the online datasite for this transaction (the "Datasite") or otherwise make available to CrossAmerica:

(i) commitments for ALTA owner's or lessee's policies of title insurance (the "Title Commitments") covering all of the Properties and issued by Chicago Title Insurance Company (the "Title Company"), in which the Title Company shall commit to insure fee simple title (or, in the case of the Leased Properties, leasehold interest) to the Properties in the name of CrossAmerica (or its designated subsidiary) in an amount equal to the Allocated Value of each Property set forth on Exhibit C hereto, pursuant to title insurance policies to be issued at the Closing (the "Title Policies"); and

(ii) any existing surveys of the Properties that are currently in Circle K's possession or control (the "Surveys").

(b) The Properties shall be conveyed hereunder subject only to the following:

(i) The Lien for real property taxes or assessments for the current year provided the same are not due and payable prior to or as of the Closing Date;

(ii) those matters disclosed in the Title Commitments and Surveys that are accepted, waived or otherwise not objected to by CrossAmerica in accordance with this Section 3.2(c); and

(iii) the applicable Assumed Contracts.

(c) From time to time prior to the Closing Date, CrossAmerica may notify Circle K of any exceptions set forth in the Title Commitments, or any facts shown on the Surveys, which in CrossAmerica's good faith judgment materially and adversely affect the title or use of any Property to be assigned to it as a convenience store with retail fuel operations (collectively, "Objections"). Circle K shall use commercially reasonable efforts to cause any Objections to be released and corrected in a manner reasonably satisfactory to the Parties prior to the Closing Date. The foregoing notwithstanding, Circle K shall be obligated to cure, remove and cancel of record, on or before the Closing Date, all mortgages, mechanic's and materialmen's Liens, and other monetary Liens and encumbrances against the Properties (other than Liens for real estate taxes and assessments that are not yet due and payable) (collectively, "Monetary Liens"); provided, that Circle K shall not be obligated to cure, remove or cancel any Monetary Liens incurred by any Dealer.

3.3. Other Lien Searches.

Between the date hereof and the Closing Date, Circle K shall order and post to the Datasite such state and local UCC searches, tax liens searches, judgment lien searches and other searches with respect to the Properties as the Parties may deem appropriate in connection with the transactions contemplated hereby. The costs of such searches shall be shared by the Parties equally.

3.4. Environmental Responsibility Agreement.

Simultaneously with the execution and delivery of this Agreement, the Parties are entering into an Environmental Responsibility Agreement, dated as of the date hereof (as amended from time to time, the "ERA"), relating to certain environmental and occupational health and safety matters related to the Properties. As more fully set forth in the ERA, between the date hereof and the Closing Date, Circle K shall post to the Datasite or otherwise make available all material books and records relating to the environmental condition of the Properties and shall have the Site Assessments, as defined in the ERA, performed.

3.5. Inspection of Material Items of Equipment.

(a) Between the date hereof and the Closing Date, CrossAmerica may, at its own expense, physically inspect the Properties at a time mutually agreed upon by the Parties, to confirm, among other things, that Material Items of Equipment are in working order. The term "Material Items of Equipment" shall mean such material items of equipment that are normally and customarily required to operate each Property, including HVAC systems, point of sale equipment, dispensers, walk in coolers, cooking equipment (if applicable), canopies, and price signs. Prior to the Closing Date, Circle K shall maintain and generally repair the Material Items of Equipment in their current condition consistent with past practice, but shall have no obligation to make any extraordinary repairs or to replace any equipment prior to the Closing; provided, that on the Closing Date, the Material Items of Equipment shall be in operating condition.

(b) Notwithstanding the foregoing or anything else herein to the contrary (including, without limitation, Sections 4.4 or 4.6)), Circle K makes no representation, warranty or covenant that any of the Equipment at any of the Properties is or shall be in compliance with applicable payment card industry (PCI) data security standards or any related applicable laws or regulations or the EMV standards of any credit card issuer or processor.

3.6. Diligence Report.

No later than 45 business days after the date hereof, Circle K shall deliver to CrossAmerica a report (a "Diligence Report") signed by an officer of Circle K who is overseeing the due diligence review of the Properties summarizing (i) any material issues affecting any of the Properties of the types described in Section 2.1, (ii) any Baseline Condition (as defined in the ERA) at any of the Properties and (iii) any exceptions to the representations and warranties made herein with respect to the Properties that were discovered in the course of such due diligence review. If a Property is not removed from the transaction pursuant to Section 2.1 as a result of information in the Diligence Report, then immediately upon the Closing Date, the information in

the Diligence Report (to the extent such information, in the aggregate, provided CrossAmerica with the right to remove the Property from the transaction pursuant to Section 2.1), shall be deemed to have modified the representations and warranties contained herein accordingly, and CrossAmerica shall be deemed to have irrevocably waived any right to indemnification under Article 7 with respect to such information; provided, that this Section 3.6 shall not affect in any manner whatsoever CrossAmerica's right to indemnification under Article 7 with respect to any other information in the Diligence Report or the allocation of responsibility for Baseline Condition set forth in the ERA or any other provisions of the ERA (including, without limitation, the indemnification provisions of the ERA).

3.7. Casualty or Condemnation.

(a) Casualty. If any Property suffers material damage or destruction between the date hereof and its Closing Date, Circle K shall: (i) repair or make adequate provision for the repair of the subject Property before the Closing Date; or (ii) credit to CrossAmerica at the Closing an agreed upon amount to represent the reduction in the value of the affected Property caused by the casualty (including the value of the related Improvements). If Circle K elects to credit CrossAmerica pursuant to clause (ii) above, but the Parties are unable to agree upon the credit amount prior to the Closing Date, the amount will be established after the Closing Date by an independent appraisal performed by an experienced and licensed insurance adjuster located in the state where the affected Property is located, and thereafter promptly paid by Circle K to CrossAmerica. Such insurance adjuster will be selected by mutual agreement of the Parties or, failing their agreement, by an adjuster selected by each of the adjusters selected by the Parties.

(b) Condemnation. If between the date hereof and the Closing Date, Circle K receives notice of a planned or threatened condemnation of all or part of a Property, and the Property is not removed from this transaction pursuant to Section 2.1, CrossAmerica shall accept the applicable Property without any valuation adjustment. However, upon the Closing, Circle K shall assign to CrossAmerica all of Circle K's right, title and interest in any award that may be payable on account of the condemnation.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF CIRCLE K

Circle K hereby represents and warrants to CrossAmerica (a) in the case of Section 4.1, Section 4.2(a)(i), Section 4.2(b) and Section 4.9 below, as of the date hereof and as of the Closing Date, and (b) in all other cases, as of the Closing Date and except as set forth in the Diligence Report, as follows:

4.1. Organization and Authority.

Circle K (including each subsidiary of Circle K that owns any Assets) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to own the Properties and other Assets and to carry on its business as now being conducted, to enter into this Agreement and the ERA and to perform its obligations hereunder and thereunder. Circle K (or its applicable subsidiary) is duly

qualified to do business and in good standing in each jurisdiction in which the ownership or leasing of any of the Properties or other Assets makes such qualification necessary, except for such failures to so qualify or be in such good standing that, alone or in the aggregate, would not reasonably be expected to have a material adverse effect (a "Material Adverse Effect") on the Assets. The execution, delivery and performance of this Agreement and the ERA by Circle K have been duly authorized by all necessary action and no other proceedings on the part of Circle K are necessary to authorize the execution, delivery and performance of this Agreement or the ERA. Each of this Agreement and the ERA has been duly executed and delivered by Circle K and constitutes the valid and binding obligation of Circle K, enforceable against Circle K in accordance with its terms.

4.2. No Violations; Required Consents.

(a) The execution, delivery and performance of this Agreement and the ERA by Circle K (including its applicable subsidiaries) do not and will not constitute or result in (i) a breach or violation of the certificate or articles of incorporation or organization, by-laws, operating agreement, partnership agreement or other constituent charter documents of Circle K (or such subsidiary) or (ii) assuming receipt of the consents and approvals referred to in Section 4.2(b), a breach or violation of, a default under, the acceleration of or the creation of any lien, security interest, mortgage, pledge, claim or other similar encumbrance (collectively "Liens") (with or without the giving of notice or the lapse of time) pursuant to, or any obligation, penalty or premium to arise or accrue under, any provision of any Assumed Contract or any material contract, agreement or instrument to which Circle K (or such subsidiary) is a party or by which any of them is bound or to which any of their respective properties or assets are subject, or any law, rule, ordinance or regulation or any judgment, decree, order, award or governmental or non-governmental permit to which Circle K (or such subsidiary) is subject.

(b) No notices, reports or other filings are required to be made by Circle K (or its applicable subsidiaries) with, and no consents, approvals or other authorizations are required to be obtained by Circle K (or such subsidiary) from, any governmental or regulatory authority or any individual, corporation, partnership, trust, limited liability company, association or other entity (as the case may be, a "person"), pursuant to any applicable laws, the Assumed Contracts or any material contract to which Circle K (or such subsidiary) is a party, in connection with the execution, delivery and performance of this Agreement or the ERA.

4.3. Warranty of Title.

Circle K owns all right, title and interest in and to all of the Assets, free and clear of all Liens, except for (a) the Dealer Agreements and other Assumed Contracts, (b) any Monetary Liens (all of which will be released at or prior to the Closing Date to the extent required pursuant to Section 3.2(c) hereof), (c) Liens on the Properties of the types described in Section 3.2(b) hereof, (d) for the Leased Properties, statutory Liens of landlords, (e) easements, rights of way, zoning ordinances, and other Liens, imperfections of title and defects reflected on the Title Commitments or the Surveys, in each case, that would not reasonably be expected to materially and adversely affect the title or use of the affected Property as a convenience store with retail fuel operations; and (f) other Liens that, individually or in the aggregate, would not reasonably be expected to materially and adversely affect the title or use of the affected Property as a convenience store with retail fuel operations (collectively, "Permitted Liens").

4.4. The Properties.

(a) Exhibit A hereto accurately lists the commonly known addresses of the Properties.

(b) Except for the Dealer Agreements and other Assumed Contracts or as set forth in the Title Commitments, none of the Fee Properties is subject to any right of first refusal, option to purchase or other Contract which could reasonably be expected to impair Circle K's ability to sell or assign any of the Properties to CrossAmerica or which would bind CrossAmerica after the Closing.

(c) With respect to each lease by Circle K of a Leased Property, (i) such lease creates a valid leasehold interest in the premises purported to be leased thereunder, (ii) all rent and other required payments have been timely paid by Circle K, (iii) Circle K is in possession and quiet enjoyment of such premises and no other parties use or occupy such space (subject to the applicable Dealer Agreement and other Assumed Contracts), (iv) there is no material default under such lease either by Circle K or, to the Knowledge of Circle K, by any other party thereto, and (v) subject to any notice or required consent of the lessor, Circle K has the right to assign such lease to CrossAmerica hereunder and, upon such assignment, CrossAmerica will have all rights of the lessee thereunder for its own use and benefit for the remaining term of such lease and any renewals thereof.

(d) (i) Each Property complies in all material respects with all health, building, fire, safety and other applicable codes, ordinances and requirements, (ii) each Property is in compliance in all material respects with all applicable zoning requirements and the use of such Property is a permitted or legally established use under applicable zoning requirements, (iii) none of the Properties is subject to any condemnation or eminent domain proceeding and (iv) each Property is accessible through public or private easements or rights-of-way abutting or crossing such Property.

(e) Except as set forth in the Title Commitments, there are no outstanding mechanics' liens, or rights to claim a mechanics' lien in favor of any materialman, laborer, or any other person in connection with labor or materials furnished to Circle K or performed on any of the Properties by Circle K that will not have been fully paid for on or prior to the Closing Date.

(f) To Circle K's Knowledge, the environmental records posted to the Datasite or otherwise delivered or made available to CrossAmerica pursuant to the ERA do not omit any records, reports or information in Circle K's possession or control relating to the environmental condition of the Properties or their UST Systems. To Circle K’s Knowledge, there are no Environmental Liabilities at, related to or affecting the Properties that are not set forth in such environmental records.

(g) There are no Liens on any of the Properties attributable to taxes other than Liens for taxes not yet due and payable.

(h) The Properties and their related Improvements and Equipment (that are

Material Items of Equipment) are in all material respects structurally sound, in operating condition and repair and sufficient for the continued conduct of business at such Properties after the Closing in substantially the same manner as conducted immediately prior to the Closing. None of the Excluded Assets are material to the operation of the Properties or other Assets.

4.5. Assumed Contracts.

Each of the Assumed Contracts is in full force and effect and enforceable in accordance with its terms against Circle K, and to the Knowledge of Circle K, is valid and binding on the other party or parties thereto, and in full force and effect and enforceable against such other parties thereto. There is no material breach or default under any such Dealer Agreement or Assumed Contract by either Circle K or, to the Knowledge of Circle K, by any other party thereto, and Circle K has no Knowledge of and has received no notice of the existence of any event or condition that constitutes or, after notice of lapse of time or both, would constitute, a material default by either Circle K or any other party under any such Dealer Agreement or Assumed Contract.

4.6. Compliance with Law; Litigation.

(a) Circle K (or its applicable subsidiary) has all material governmental or regulatory licenses, authorizations, permits, consents and approvals required to own, lease and operate the Properties and other Assets and conduct its business as currently owned and conducted (collectively, the "Permits"). Circle K is in compliance in all material respects with (i) all Permits applicable to the Properties and the other Assets and (ii) all material laws, rules and regulations applicable to the Properties or the other Assets.

(b) (i) There is no action, suit or proceeding pending or, to the Knowledge of Circle K, threatened against or involving Circle K or the Properties or other Assets that is material to the Properties or other Assets and (ii) none of Circle K, the Properties or other Assets is subject to or bound by any judgment, decree, injunction or other order that, individually or in the aggregate, is material to the operation of the Properties or other Assets.

4.7. Taxes.

(a) (i) All material taxes attributable to the Assets that have become due and payable by Circle K have been timely paid in full, (ii) all material reports, returns, statements (including estimated reports, returns or statements), and other similar filings with respect to taxes attributable to the Assets (collectively, "Tax Returns") required to be filed by Circle K with respect to the Assets have been timely filed (taking into account all applicable extensions) with the appropriate taxing authority in all jurisdictions in which such Tax Returns are required to be filed; (iii) such Tax Returns are true and correct in all material respects; (iv) there is not currently in effect any extension or waiver of any statute of limitations regarding the assessment or collection of any taxes attributable to the Assets, which period has not yet expired; and (v) there are no administrative proceedings or lawsuits pending or threatened with respect to any taxes attributable to the Assets by any taxing authority for which Circle K has received written notice.

(b) Circle K has complied with all withholding tax requirements and procedures relating to any of its employees working at the Properties and has withheld all necessary amounts from such employees and filed all necessary Tax Returns regarding employee income tax withholding and social security, unemployment taxes and all other payroll taxes in compliance with applicable laws and regulations and has made all required remittances in respect of such amounts withheld.

4.8. Financial Information; No Undisclosed Liabilities.

True, accurate and complete copies of the financial information regarding the Properties for the fiscal year ended April 28, 2019, and the fiscal three-month period ended July 28, 2019 have been provided to CrossAmerica prior to the date hereof and such financial information fairly and accurately presents in all material respects the fuel volume, merchandise sales, aggregate fuel margin and aggregate merchandise margin for the Properties for such periods. Except as set forth in such financial information or the Diligence Report, the Properties are not subject to any material liability of a type required to be set forth on a balance sheet in accordance with United States generally accepted accounting principles (GAAP), other than immaterial current liabilities and obligations incurred in the ordinary course of business consistent with past practice since July 28, 2019. The financial projections for the Assets provided to the Conflicts Committee's financial advisor were prepared in good faith and based upon assumptions and qualifications that management of Circle K considers to be reasonable under the circumstances.

4.9. No Brokers or Finders.

Other than Greenhill & Co. (the fees and expenses of which will be borne solely by Circle K), no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Circle K or any of its affiliates.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF CROSSAMERICA

CrossAmerica hereby represents and warrants to Circle K, as of the date hereof and as of the Closing Date, as follows:

5.1. Organization and Authority.

CrossAmerica is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to own the Units and to carry on its business as now being conducted, to enter into this Agreement and the ERA and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the ERA by CrossAmerica have been duly authorized by all necessary action and no other proceedings on the part of CrossAmerica are necessary to authorize the execution, delivery and performance of this Agreement or the ERA. Each of this Agreement and the ERA has been duly executed and delivered by CrossAmerica and constitutes the valid and

binding obligation of CrossAmerica, enforceable against CrossAmerica in accordance with its terms.

5.2. No Violations; Required Consents.

(a) The execution, delivery and performance of this Agreement and the ERA by CrossAmerica do not and will not constitute or result in (i) a breach or violation of the certificate or articles of incorporation or organization, by-laws, operating agreement, partnership agreement or other constituent charter documents of CrossAmerica or (ii) assuming receipt of the consents and approvals referred to in Section 5.2(b), a breach or violation of, a default under, the acceleration of or the creation of any Lien (with or without the giving of notice or the lapse of time) pursuant to, or any obligation, penalty or premium to arise or accrue under, any provision of any material Contract, agreement or instrument to which CrossAmerica is a party or by which CrossAmerica is bound or to which any of its properties or assets are subject, or any law, rule, ordinance or regulation or any judgment, decree, order, award or governmental or non-governmental permit to which CrossAmerica is subject.

(b) Except for the Credit Agreement Approvals and customary Permits necessary to own and operate the Properties and the UST Systems after the Closing, no notices, reports or other filings are required to be made by CrossAmerica with, and no consents, approvals or other authorizations are required to be obtained by CrossAmerica from, any governmental or regulatory authority or other person, pursuant to any applicable laws or any material contract to which CrossAmerica is a party, in connection with the execution, delivery and performance of this Agreement or the ERA.

5.3. Warranty of Title.

CrossAmerica owns all right, title and interest in and to all of the CST Fuel Supply Units, free and clear of all Liens other than (a) restrictions on transfer arising under applicable securities laws and (ii) the applicable terms and conditions of the Agreement of Limited Partnership of CST Fuel Supply, dated January 1, 2015, as amended (as so amended, the "Partnership Agreement").

5.4. No Brokers or Finders.

Except for the fees and expenses of Evercore Group, L.L.C., financial advisor to the Conflicts Committee (the fees and expenses of which shall be paid solely by CrossAmerica), no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of CrossAmerica or any of its affiliates.

ARTICLE 6

COVENANTS

6.1. Conduct Pending Closing.

(a) Prior to the Closing Date, Circle K shall, and shall cause its subsidiaries to (in each case, except to the extent that the applicable matter is the responsibility of any applicable Dealer), (i) maintain the Properties and other Assets in working condition and repair and covered by existing policies of insurance; (ii) comply in all material respects with (y) all applicable laws relating to the Properties and other Assets and (z) all Assumed Contracts; (iii) collect its accounts receivable and pay its accounts payable in the ordinary and usual course consistent with past practice; (iv) operate the Properties in the ordinary course of business, consistent with their operations for the 12-month period prior to the date hereof, (v) preserve intact its goodwill and relationships with Dealers and other parties having business dealings with respect to the Properties or other Assets and (vi) not take, directly or indirectly, any of the following actions with respect to the Assets unless CrossAmerica otherwise consents in writing or as required by applicable law:

(A) sell, lease or otherwise dispose of any of the Properties or other Assets, or cause or permit any Lien to exist on any of the Properties or other Assets (except Permitted Liens);

(B) make any capital expenditures at the Properties or enter into any contract to do so in excess of $25,000 per Property;

(C) assign, delegate, amend, terminate or permit to lapse, any of the Assumed Contracts (or take any action that would give the other party to such Assumed Contract the right to terminate) or waive any material default by, or release, settle or compromise any material claim against, any other party thereto;

(D) terminate or permit the lapse of any Permit necessary for its ownership or operation of any of the Properties or other Assets; or

(E) settle any claims, demands, lawsuits or proceedings relating to the Properties or other Assets.

(b) Prior to the Closing Date, Circle K shall (i) confer with CrossAmerica on a regular basis to keep it informed with respect to operational matters of a material nature relating to the Assets and to report the general status of the ongoing operations of the Properties, (ii) give prompt notice to CrossAmerica of any communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement and (iii) give prompt notice to CrossAmerica of (x) any event or circumstance that would reasonably be expected to have a material adverse effect on the Properties or other Assets, (y) a default or alleged default by Circle K under any Assumed Contract or (z) any alleged violations of applicable laws concerning the Properties or other Assets received after the date of this Agreement by Circle K from any governmental authority.

(c) Prior to the Closing, CrossAmerica shall not sell, assign, transfer or otherwise dispose of any of the CST Fuel Supply Units, or cause or permit any Lien to exist on any of such CST Fuel Supply Units.

6.2. Appropriate Action; Consents.

Each of the Parties agrees to cooperate and respectively use its commercially reasonable efforts to (a) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under applicable laws or otherwise to cause the conditions to the Closing to be satisfied by such Party and to consummate and make effective the transactions contemplated by this Agreement, and (b) make all necessary filings, give all notices and obtain from any governmental or regulatory authorities or third parties any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained or made by such Party in order to consummate and thereafter make effective the transactions contemplated hereby as promptly as practicable. Without limitation of the foregoing, each Party shall submit applications for all necessary licenses and permits as promptly as practicable after the date of this Agreement and, where permitted by applicable law and regulations, will use its commercially reasonable efforts to apply for temporary licenses or permits to the extent necessary to avoid any delay in Closing. To the extent that any liquor licenses or other licenses or permits have not been effectively issued to CrossAmerica at the Closing Date, then to the extent permitted by applicable law, Circle K agrees to allow CrossAmerica to operate the applicable Property under Circle K's licenses and permits for a period of up to 180 days after the Closing Date at no additional cost, and if requested by Circle K prior to the Closing Date, the Parties shall enter into a written management agreement to the foregoing effect and otherwise in customary form.

6.3. Further Assurances.

At any time and from time to time after the Closing, each Party shall (and shall cause its subsidiaries to), at the reasonable request of the other Party and without further consideration, promptly execute and deliver any further deeds, bills of sale, endorsements, assignments and other instruments of conveyance and transfer, and take such other actions as the other Party or its counsel may reasonably request in order to more effectively transfer, convey, assign and deliver to the other Party, and to place the other Party in actual possession and operating control of, and to vest, perfect or confirm, of record or otherwise, in the other Party all right, title and interest in, to and under the Assets or the CST Fuel Supply Units (as applicable) to be acquired by it hereunder, or to otherwise carry out the intents and purposes of this Agreement. In the case of rights relating to the Assets (including, without limitation, under any Assumed Contract) that cannot be transferred effectively without the consent of third parties, Circle K shall use its commercially reasonable efforts to obtain each such consent and, if such consent has not been obtained at or prior to the Closing, except in the case of the Dealer Agreements (which are addressed in Section 2.1), to provide CrossAmerica with all of the claims, rights and benefits thereof following the Closing (including by means of any subcontracting, sublicensing or subleasing arrangement) during the respective terms thereof and until such consent has been obtained.

6.4. Like-Kind Exchange.

CrossAmerica agrees to (a) cooperate with Circle K to permit Circle K to acquire replacement real property in exchange for the Fee Properties in a tax-deferred exchange meeting the requirements of Section 1031 of the Code (an "Exchange"), and (b) to accept performance by other parties to any such Exchange; provided, however, that (i) Circle K shall bear any and all costs incurred by CrossAmerica on account of any such Exchange, (ii) CrossAmerica shall not suffer any additional risk or liability on account of any such Exchange, (iii) Circle K shall indemnify and hold CrossAmerica harmless from any such additional costs, risks or liabilities including, without limitation, taxes and closing costs, and any other Losses (as hereinafter defined) that CrossAmerica may incur as a result of such Exchange, and (iv) any such Exchange shall not delay or hinder the effective consummation of the transactions contemplated by this Agreement. Notwithstanding any transfer or conveyance by a third party pursuant to an Exchange, all representations and warranties made herein with respect to any exchange parcel shall be deemed made and given by Circle K.

6.5. Public Announcements.

Neither Party hereto shall issue any public announcement, report, statement or press release or otherwise make any public statement regarding this Agreement or the transactions contemplated hereby without the prior consent of the other Party, except as otherwise required by law or the rules of any applicable securities exchange.

6.6 Landlord Estoppel Certificates.

Circle K shall: (a) obtain estoppel certificates, in a form reasonably acceptable to CrossAmerica or in such other form as may be required pursuant to the applicable lease, from all landlords of the Leased Properties which lease documents require such landlords to provide an estoppel certificate, and (b) use commercially reasonable efforts to obtain such estoppel certificates from all other landlords of the Leased Properties which lease documents do not require such landlords to provide an estoppel certificate (collectively, the "Landlord Estoppel Certificates"). Circle K shall be responsible for all out-of-pocket third party fees, costs and expenses incurred by Circle K in connection with its attempts to obtain the Landlord Estoppel Certificates.

6.7 Dealer Non-Solicit.

(a) During the Restricted Period (as defined below), Circle K shall not, directly or indirectly, without the prior written consent of CrossAmerica, solicit, request, advise, induce or attempt to induce any Dealer to (i) terminate (or fail to renew) any Dealer Agreement with respect to any location listed on Exhibit B (each location being a "Restricted Location") or other agreement in effect between such Dealer and CrossAmerica with respect to such Restricted Location, (ii) violate or default under the terms of any Dealer Agreement or other agreement in effect between such Dealer and CrossAmerica with respect to such Restricted Location, (iii) withdraw, curtail or cancel any of such Dealer's purchases or other activities pursuant to such Dealer Agreement or other agreement with CrossAmerica known to Circle K with respect to such Registered Location, or (iv) enter into, or negotiate, discuss or seek to enter into, any agreement, arrangement or understanding between such Dealer and Circle K or its Affiliates with respect to (x) the leasing by such Dealer of any Restricted Location or (y) the purchase by such Dealer of

branded or unbranded fuel from Circle K or its affiliates (or from any other Person other than CrossAmerica and its Affiliates) for resale at such Restricted Location.

As used herein, "Restricted Period" means, with respect to each Dealer at each Restricted Location, a period commencing on the Closing Date and expiring on the later to occur of (i) the fifth (5th) anniversary of the Closing Date and (ii) the date on which the applicable Dealer Agreement between such Dealer and the Partnership (or Subsidiary of the Partnership) terminates or expires (excluding any extension of the term thereof in effect as of the Closing Date).

ARTICLE 7

INDEMNIFICATION

7.1. Indemnification by Circle K.

From and after the Closing, Circle K shall indemnify and hold harmless CrossAmerica and its affiliates and each of their respective directors, officers, partners, stockholders, managers, members, representatives, employees and agents (collectively, the "CrossAmerica Indemnified Parties"), from and against any liability, loss, damage, judgment, fine, penalty, demand, settlement, claim, cost or expense (including, without limitation, expenses of investigation and defense and reasonable fees and disbursements of counsel), Liens (except Permitted Liens) or other obligations of any nature whatsoever (collectively, "Losses"), incurred by any of them and arising out of, relating to or resulting from:

(a) any breach or inaccuracy in any representation or warranty by Circle K (or its applicable subsidiary) set forth in this Agreement (or any certification contained in a certificate delivered pursuant to this Agreement) (without, in each case, giving effect to any materiality or Material Adverse Effect qualifiers);

(b) any breach by Circle K (or its applicable subsidiary) of any of its covenants or agreements set forth in this Agreement;

(c) any claim, action, suit, proceeding or investigation of any kind, at law or in equity, arising from acts, omissions, events or other conditions that occurred or existed with respect to any of the Properties or other Assets at any time prior to the Closing Date for such Property or Asset (whether commenced before or after the Closing Date and whether or not disclosed in the Diligence Report);

(d) the Excluded Assets; or

(e) the Excluded Liabilities.

7.2. Indemnification by CrossAmerica.

From and after the Closing, CrossAmerica shall indemnify and hold harmless Circle K and its affiliates and each of their respective directors, officers, partners, stockholders, managers, members, representatives, employees and agents (collectively, the "Circle K

Indemnified Parties"), from and against any Losses incurred by any of them and arising out of, relating to or resulting from:

(a) any breach or inaccuracy in any representation or warranty by CrossAmerica set forth in this Agreement (or any certification contained in a certificate delivered pursuant to this Agreement) (without, in each case, giving effect to any materiality qualifiers);

(b) any breach by CrossAmerica of any of its covenants or agreements set forth in this Agreement; or

(c) the Assumed Liabilities.

7.3. Certain Limitations.

(a) The indemnification obligations of Circle K under Section 7.1(a) shall not apply to the first $[**] of Losses referred to therein, except to the extent that such Losses may be incurred by virtue of or result from fraud or from any breach by Circle K of its representations and warranties set forth in Sections 4.1, 4.2 or 4.3 (collectively, "Circle K's Fundamental Representations"). The aggregate indemnification obligations of Circle K under Section 7.1(a) shall not exceed $[**]; provided however, that the foregoing limitation shall not apply to Circle K's indemnification obligations under the ERA or to any Losses that may be incurred by virtue of or result from fraud or intentional misrepresentation or any breach of Circle K's Fundamental Representations.

(b) The indemnification obligations of CrossAmerica under Section 7.2(a) shall not apply to the first $[**] of Losses referred to therein, except to the extent that such Losses may be incurred by virtue of or result from fraud or from any breach by CrossAmerica of its representations and warranties set forth in Sections 5.1, 5.2 or 5.3 (collectively, "CrossAmerica's Fundamental Representations"). The aggregate indemnification obligations of CrossAmerica under Section 7.2 shall not exceed $[**]; provided however, that the foregoing limitation shall not apply to CrossAmerica's indemnification obligations under the ERA or to any Losses that may be incurred by virtue of or result from fraud or intentional misrepresentation or any breach of CrossAmerica's Fundamental Representations.

(c) The indemnification obligations of the Parties under Section 7.1(a) and Section 7.2(a) shall terminate on the date that is 18 months after the Closing Date; provided, however, that with respect to any claim for indemnification that is asserted or made on or prior to such date, all rights to indemnification in respect of such claim shall continue until the final disposition of such claim; further provided, that the indemnification obligations of the Parties (i) under Sections 7.1 (c), (d) or (e) or Section 7.2(c) or the ERA or (ii) with respect to Losses that may be incurred by virtue of or result from actual fraud or intentional misrepresentation or any breach by Circle K of Circle K's Fundamental Representations or by CrossAmerica of CrossAmerica's Fundamental Representations, in each case shall continue in full force and effect thereafter until the expiration of the applicable statute of limitations; and further provided, that the indemnification obligations of the Parties under Section 7.1(b) and Section 7.2(b) shall survive for the period provided in such covenants and agreements, if any, or until fully performed (other than

covenants and agreements that, by their terms, are to be performed in their entirety prior to the Closing, which shall terminate at the Closing).

(d) The amount of any Loss subject to indemnification hereunder shall be reduced by the amount of any insurance proceeds or any indemnity, contribution or other payment actually recovered by the Indemnified Party (as defined below) from any third party, in each case net of actual costs of recovery, including the amount of any deductible required to be paid by the Indemnified Party. In the event that any insurance proceeds or other indemnity, contribution or other payment is recovered by an Indemnified Party with respect to any Losses for which the Indemnified Party has previously been indemnified pursuant to this Article 7, the Indemnified Party will promptly refund the amount of such recovery to the Indemnifying Party (net of actual costs of recovery, including the amount of any deductible required to be paid by the Indemnified Party as provided for above).

(e) The amount of any Losses incurred in connection with any breach by a Party of its representations and warranties herein shall be calculated without giving effect to any qualifications or limitations as to "materiality" or "Material Adverse Effect" or similar phrases set forth in such representations and warranties (each, a "Materiality Qualifier").

(f) An Indemnified Party may seek indemnification hereunder only for actual out-of-pocket Losses actually incurred by such Indemnified Party (other than in the event of fraud or intentional misrepresentation), and in no event shall any Indemnified Party be entitled to recover or make a claim for any amounts in respect of, and in no event shall Losses be deemed to include, imputed, consequential, incidental or indirect damages, lost profits or punitive, special or exemplary damages and, in particular, no "multiple of profits" or "multiple of cash flow", "multiple of EBITDA" or similar valuation methodology shall be used in calculating the amount of any Losses; provided, however, that this Section 7.3(f) shall not limit an Indemnified Party's right to indemnification hereunder for any such Losses to the extent (i) such Indemnified Party is required to pay such Losses to a third party in connection with a matter for which such Indemnified Party is otherwise entitled to indemnification hereunder or (ii) such Losses result from fraud or intentional misrepresentation

7.4. Defense or Prosecution of Claims.

As promptly as practicable after its discovery of grounds for a claim for indemnification hereunder, the applicable Circle K Indemnified Party or CrossAmerica Indemnified Party seeking indemnification (as applicable, the "Indemnified Party") shall deliver a written claim for indemnification to the indemnifying party or parties (as the case may be, the "Indemnifying Party"), specifying in reasonable detail the basis therefor and, if known, the amount, or an estimate of the amount, of the indemnifiable Losses arising therefrom; provided, however, that the failure to so notify or provide information to the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party demonstrates that it has been materially prejudiced by the Indemnified Party's failure to give such notice. Thereafter, the Indemnified Party shall provide to Indemnifying Party all material information and documentation reasonably available to it to support and verify such claim. If the facts giving rise to a claim for indemnification hereunder arise out of a claim or demand made by any person other than the Indemnified Party or its affiliates (including, without

limitation, any governmental or regulatory authority, a "Third Party"), or if in response to any such claim or demand there is any claim or demand made against a Third Party (any such claim or demand by or against a Third Party being a "Third Party Claim"), then the Indemnifying Party may, at its option, assume the defense or the prosecution thereof, with counsel satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, so long as (i) the Indemnifying Party gives written notice to the Indemnified Party within 15 days after the Indemnified Party has provided the Indemnifying Party with notice of such Third Party claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any and all Losses subject to indemnification hereunder which the Indemnified Party incurs, arising out of the Third Party Claim, (ii) such claim involves only money damages and does not seek an order, injunction or other equitable relief against any Indemnified Party, (iii) the Indemnified Party shall have reasonably concluded that there is not a conflict of interest between the Indemnifying Party, on the one hand, and the Indemnified Party, on the other hand, in the defense or prosecution of such claim, and (iv) the Indemnifying Party conducts defense of the Third Party Claim actively and diligently. After any assumption of the defense or prosecution of any claim by the Indemnifying Party, the Indemnified Party shall have the right, but not the obligation, to participate in the defense or prosecution of such claim but the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses thereafter incurred by the Indemnified Party in connection with the defense or prosecution thereof; provided, however, that the Indemnifying Party shall pay the fees and expenses of separate counsel for the Indemnified Party if (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) counsel for the Indemnifying Party reasonably determines that representation of both the Indemnifying Party and the Indemnified Party by the same counsel would create a conflict of interest or (iii) there are defenses to such claim or proceeding that are only available to the Indemnified Party. In any such event, whether or not the Indemnifying Party does so assume the defense or prosecution thereof, the Indemnifying Party and the Indemnified Party shall use commercially reasonable efforts upon the reasonable request of such other party to cooperate in the defense or prosecution thereof and shall furnish such records and information and attend such proceedings as may be reasonably requested in connection herewith. The Indemnifying Party shall have no indemnification obligations with respect to any claim that is settled by the Indemnified Party without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld or delayed), other than any claim or demand as to which the Indemnifying Party (y) shall not have assumed the defense or prosecution thereof or (z) fails to timely defend, contest or otherwise protect the Indemnified Party. Similarly, the Indemnifying Party shall not settle any indemnifiable claim or demand without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld or delayed), unless the settlement will be fully satisfied by payment of money by the Indemnifying Party, results in the full and general release of the Indemnified Parties from all liabilities relating to the claim, and involves no finding or admission of any violation of law or the rights of any person or state of fault on the part of any Indemnified Party.

7.5. Exclusive Remedy.

The rights of indemnification set forth in this Article 7 shall be the sole and exclusive remedy available to any Indemnified Party for any Losses incurred by it after the Closing as a result of any breach of the representations, warranties, covenants and agreements set forth in this Agreement or otherwise in connection with the transactions contemplated hereby; provided, however, that (a) the foregoing limitation shall not apply to any Losses that may be incurred by

virtue of or result from fraud or intentional misrepresentation and (b) this Section 7.5 shall not preclude or limit either Party from exercising all available remedies in the event of any breach by the other Party of any of its covenants to be performed after the Closing.

ARTICLE 8

CONDITIONS

8.1. Conditions to Obligations of Circle K.

The obligations of Circle K to consummate the transactions contemplated hereby at the Closing are subject to the satisfaction at or prior to the Closing of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable law, in a written instrument executed and delivered by Circle K:

(a) Compliance. Each of the representations and warranties of CrossAmerica contained in this Agreement (i) that are not qualified by materiality shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date, and (ii) that are qualified by materiality shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date. CrossAmerica shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(b) Consents and Approvals. All material consents, approvals, Permits and authorizations required to be obtained by CrossAmerica from any governmental or regulatory authorities in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been made or obtained (as the case may be), in each case on terms and conditions reasonably satisfactory to Circle K.

(c) No Order. No litigation or other legal proceeding shall have been instituted or threatened, and no governmental or regulatory authority, including any federal or state court of competent jurisdiction, shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, judgment, decree, injunction or other order (whether temporary, preliminary or permanent), which, in either case, is in effect and which has the effect of making the transactions contemplated by this Agreement illegal or unenforceable in any respect, or otherwise prohibits, restrains or hinders consummation of the transactions contemplated hereby or that challenges the validity or enforceability of this Agreement (collectively, an "Order").

(c) Closing Deliveries. Circle K shall have received duly executed copies of each of the documents to be delivered by CrossAmerica at the Closing pursuant to Section 2.4(b).

(d) Corporate Proceedings. All legal details and corporate and other proceedings in connection with the transactions to be consummated at the Closing shall have been taken, all documents and instruments incident to such transactions shall be in form and substance reasonably satisfactory to Circle K and its counsel, and Circle K and its counsel shall have received

all counterpart originals or certified or other copies of such documents as Circle K shall reasonably require.

8.2. Conditions to Obligations of CrossAmerica.

The obligations of CrossAmerica to consummate the transactions contemplated hereby at the Closing are subject to the satisfaction at or prior to the Closing of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable law, in a written instrument executed and delivered by CrossAmerica:

(a) Compliance. Each of the representations and warranties of Circle K contained in this Agreement (i) that are not qualified by materiality shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date, and (ii) that are qualified by materiality or Material Adverse Effect shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date. Circle K shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(b) Consents and Approvals. All material consents, approvals, Permits and authorizations required to be obtained by Circle K from any governmental or regulatory authorities in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been made or obtained (as the case may be); and Circle K shall have obtained all material consents to consummation of the transactions contemplated hereby of the persons listed in the applicable Diligence Reports, in each case on terms and conditions reasonably satisfactory to CrossAmerica, which shall be in full force and effect on the Closing Date and copies thereof shall have been provided to CrossAmerica at Closing.

(c) No Order. There shall be no Order.

(d) Closing Deliveries. CrossAmerica shall have received duly executed copies of each of the documents to be delivered by Circle K at the Closing pursuant to Section 2.4(a). In addition, CrossAmerica shall have received the Title Policies with respect to the Properties in form and substance reasonably satisfactory to CrossAmerica.

(e) Diligence Report. CrossAmerica shall have received the Diligence Report in compliance with Section 3.6.

(f) Partnership Proceedings. All legal details and corporate and other proceedings in connection with the transactions to be consummated at the Closing shall have been taken, all documents and instruments incident to such transactions shall be in form and substance reasonably satisfactory to CrossAmerica and its counsel, and CrossAmerica and its counsel shall have received all counterpart originals or certified or other copies of such documents as CrossAmerica shall reasonably require.

(g) Title Conditions Satisfied. At the time of the Closing, the Title Company shall be prepared and unconditionally willing to issue the Title Policies to CrossAmerica, in form

and content as agreed between the Title Company and CrossAmerica before the Closing Date, subject only to the Permitted Liens, and subject only to recordation of the Deeds, payment of its title premiums at regular rates, and the Closing occurring.

(h) Credit Agreement Waivers. CrossAmerica shall have obtained waivers of default under, or an amendment of, the Credit Agreement, dated as of April 1, 2019, among CrossAmerica, as borrower, Lehigh Gas Wholesale Services, Inc., as borrower, certain domestic subsidiaries of CrossAmerica and Lehigh Gas Wholesale Services, Inc. from time to time party thereto, as guarantors, the lenders from time to time party thereto, and Citizens Bank, N.A., as administrative agent, swing line lender and L/C issuer, as amended from time to time, required in connection with the transactions contemplated by this Agreement, from the administrative agent named therein and the required other lenders party thereto (the "Credit Agreement Waivers"), which shall remain in full force and effect on the Closing Date.

ARTICLE 9

TERMINATION

9.1. Termination.

This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by the mutual written consent of Circle K and CrossAmerica;

(b) by Circle K or CrossAmerica, if the Closing shall not have occurred on or before the date that is 120 days after the date of this Agreement; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(b) shall not be available to any party that has breached or otherwise failed to perform its obligations under this Agreement in any material respect that has contributed to the failure to consummate the Closing on or before such date;

(c) by Circle K, if there shall have been any breach by CrossAmerica of any of its representations, warranties, covenants and agreements set forth herein, which breach, (i) either individually or in the aggregate, if occurring or continuing on the Closing Date, would render impossible the satisfaction of any of the conditions set forth in Section 8.1 hereof and such breach is incapable of being remedied or (ii) if such breach is capable of being remedied, has not been remedied within 15 days after Circle K delivers written notice of such breach to CrossAmerica (any such written notice to refer specifically to this Section 9.1(c) and to describe such breach in reasonable detail); or

(d) by CrossAmerica, if there shall have been any breach by Circle K of any of its representations, warranties, covenants and agreements set forth herein, which breach (i) either individually or in the aggregate, if occurring or continuing on the Closing Date, would render impossible the satisfaction of any of the conditions set forth in Section 8.2 hereof and such breach is incapable of being remedied or (ii) if such breach is capable of being remedied, has not been remedied within 15 days after CrossAmerica delivers written notice of such breach to Circle K

(any such written notice to refer specifically to this Section 9.1(d) and to describe such breach in reasonable detail).

9.2. Procedure and Effect of Termination.

(a) In the event of termination of this Agreement pursuant to this Article 9, the terminating Party shall forthwith give written notice thereof to the other Party and this Agreement shall terminate, and the transactions contemplated hereby shall be abandoned, without further action by either of the Parties.

(b) If this Agreement is terminated as provided herein, neither Party shall have any liability or further obligation hereunder to the other Party, except as provided in Section 10.3 and except that nothing herein will relieve either Party from liability (i) for any breach of this Agreement which occurred prior to or in connection with such termination or (ii) for any intentional or willful and material breach of this Agreement by such Party, and all rights and remedies of a non-breaching Party under this Agreement in the case of such intentional or willful and material breach, whether arising at law or in equity, shall be preserved.

ARTICLE 10

MISCELLANEOUS AND GENERAL

10.1. Knowledge of the Parties.

For the purposes of this Agreement, the terms "Know", "Known", "Knowledge" and all similar phrases mean, with reference to each Party, the actual knowledge of the individuals listed under the name of such Party on Schedule 10.1 hereto, in each case based upon a reasonable inquiry of the employees of such Party who have primary responsibility for the matter in question and a reasonable review of the books and records relating to the matter in question.

10.2. Payment of Expenses.

Whether or not the transactions contemplated by this Agreement are consummated, except as otherwise explicitly set forth herein, each Party shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the transactions contemplated hereby.

10.3. Survival.

The representations and warranties of the Parties set forth in Article 4 and Article 5 shall survive the Closing as set forth in Article 7. The agreements of the Parties contained in Articles 1, 2, 3, 6, 7 and this Article 10 shall survive the Closing, subject to Section 7.3(c). The agreements of the Parties contained in Sections 9.2 and this Article 10 shall survive any termination of this Agreement. All other representations, warranties, covenants and agreements in this Agreement shall not survive the Closing or termination of this Agreement.

10.4. Entire Agreement; Assignment; Etc.

This Agreement and the ERA (including the Exhibits and Schedules hereto and thereto) constitute the entire agreements, and supersede all other agreements, understandings, representations and warranties, both written and oral, between the Parties with respect to the subject matter hereof, and shall not be assignable by operation of law or otherwise and (except as provided in Article 7 with respect to the Indemnified Parties) are not intended to create any obligations to, or rights in respect of, any persons other than the Parties; provided, however, that, at any time prior to the Closing, upon written notice to the other Party hereto, either Party may assign all or any part of its rights and obligations hereunder to any wholly owned subsidiary or commonly owned affiliate of such Party and, in the event of any such assignment, the assigning Party shall nevertheless remain fully responsible for all obligations of such Party hereunder.

10.5. Captions.

The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

10.6. Severability.

If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

10.7. Modification or Amendment.

The Parties hereto may modify, waive or amend any material term of this Agreement only by a written instrument duly executed and delivered by each Party hereto.

10.8. Notices.

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the next business day if delivered by overnight courier, on the fifth business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the Parties at the following addresses, or on the date sent and confirmed by electronic transmission to the email address specified below (or at such other address for a party as shall be specified by notice given in accordance with this Section):

(a) If to Circle K, to:

Circle K Stores Inc.
1100 Situs Court, Suite 100
Raleigh, North Carolina 27606
Attention: Alex Miller
email: tmiller3@CircleK.com

(b) If to CrossAmerica, to:

CrossAmerica Partners LP
645 West Hamilton Street, Suite 500
Allentown, Pennsylvania 18101
Attention: Joseph V. Topper, Jr.

No provision of this Agreement, including this Section, shall be deemed to constitute consent to the manner and address for service of process in connection with any legal proceeding (including such arising out of or in connection with this Agreement), which service shall be effected as required by applicable law.

10.9. Failure or Delay Not Waiver; Remedies Cumulative.

No failure or delay on the part of any Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.10. Governing Law.

THIS AGREEMENT, INCLUDING THE FORMATION, BREACH, TERMINATION, VALIDITY, INTERPRETATION AND ENFORCEMENT THEREOF, AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. FOR THE AVOIDANCE OF DOUBT, IT IS INTENDED THAT 6 DEL. C. § 2708, WHICH PROVIDES FOR ENFORCEMENT OF DELAWARE CHOICE OF LAW WHETHER OR NOT THERE ARE OTHER RELATIONSHIPS WITH DELAWARE, SHALL APPLY.

10.11. Consent to Jurisdiction.

Each Party irrevocably and unconditionally confirms and agrees (a) that it is and shall continue to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware and (b)(i) to the extent that such Party is not otherwise

subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such Party's agent for acceptance of legal process and notify the other Party of the name and address of such agent and (ii) to the fullest extent permitted by law, that service of process may also be made on such Party by prepaid certified mail with a proof of mailing receipt validated by the U.S. Postal Service constituting evidence of valid service, and that, to the fullest extent permitted by law, service made pursuant to subsection (b)(i) or (ii) shall have the same legal force and effect as if served upon such Party personally within the State of Delaware. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN THE STATE OF DELAWARE, INCLUDING THE DELAWARE COURT OF CHANCERY IN AND FOR NEW CASTLE COUNTY (THE "DELAWARE COURTS") FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH COURTS), (B) WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH LITIGATION IN THE DELAWARE COURTS AND AGREES NOT TO PLEAD OR CLAIM IN ANY DELAWARE COURT THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM AND (C) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10.12. Counterparts.

This Agreement may be executed in the original or by telecopy or electronic transmission of a .pdf file containing an executed signature page, in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10.13. Time is of the Essence.

The Parties hereby agree that time is of the essence with respect to the performance of each of the Parties' obligations under this Agreement and, upon the terms and subject to the conditions set forth herein, the Parties shall consummate and thereafter make effective the transactions contemplated hereby as promptly as practicable after the closing of the transactions contemplated by the SPA.

10.13. Specific Performance of Covenants; Money Damages.

The Parties acknowledge that, in view of the uniqueness of the transactions contemplated by this Agreement, the Parties will not have an adequate remedy at law for monetary damages and will be irreparably damaged in the event that (i) the Closing fails to occur, or is rendered incapable of occurring, as a result any other Party's breach of any term of this Agreement,

or (ii) a Party otherwise fails to perform any of its covenants or agreements set forth in this Agreement and, therefore, the Parties agree that each Party, as the case may be, shall be entitled to specific enforcement of the terms of this Agreement to compel the other Party to consummate the transactions contemplated by this Agreement or to otherwise perform its obligations hereunder, subject to the terms and conditions of this Agreement. Without limiting the foregoing, if a court of competent jurisdiction declines to specifically enforce any covenant of a Party set forth in this Agreement, the Parties acknowledge and agree that the other Party shall have the right to pursue claims for damages (which damages shall not be limited to reimbursement of expenses or out of pocket costs and shall include damages based on loss of the economic benefits of the transactions contemplated by this Agreement) for any breach of such covenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Exchange Agreement has been duly executed and delivered by the duly authorized officers of each of the parties hereto as of the date first written above.

CIRCLE K STORES INC.

By __*/s/ Darrell Davis*_____
Name: Darrell Davis
Title: Executive Vice President Operations, North America

CROSSAMERICA PARTNERS LP

By CROSSAMERICA GP LLC,
Its General Partner

By __*/s/ Gerardo Valencia*_____
Name: Gerardo Valencia
Title: President and Chief Executive Officer

EXHIBITS AND SCHEDULES

EXHIBITS

Exhibit A	CODO Properties
Exhibit B	Dealer Properties
Exhibit C	Allocated Value

SCHEDULES

Schedule 2.4(a)(ii)	Form of Lease Assignment
Schedule 2.4(a)(iii)	Form of Bill of Sale
Schedule 2.4(a)(v)	Form of Contract Assignment
Schedule 2.4(a)(viii)	Form of Circle K Closing Certificate
Schedule 2.4(b)(vi)	Form of CrossAmerica Closing Certificate
Schedule 2.4(b)(i)	Form of Assignment of Units
Schedule 10.1	Individuals Having Knowledge

Exhibit 99.1

PRESS RELEASE
FOR IMMEDIATE RELEASE

ALIMENTATION COUCHE-TARD ANNOUNCES THE MONETIZATION OF ITS INTEREST IN CROSSAMERICA PARTNERS LP AND AN ADDITIONAL EXCHANGE OF ASSETS

Laval (Québec) Canada and Allentown, PA, United States, November 19, 2019 – Alimentation Couche-Tard Inc. (“Couche-Tard” or the “Corporation”) (TSX: ATD.A ATD.B) and CrossAmerica Partners LP ("CrossAmerica" or the "Partnership") (NYSE: CAPL) announced today that Couche-Tard has sold all of its ownership interest in CrossAmerica to investment entities controlled by Joe Topper, the founder of CrossAmerica (formerly Lehigh Gas Partners) and a current member of the board of directors of its general partner, for an undisclosed amount. The CrossAmerica interests sold consist of 100% of the general partner interest, 100% of the incentive distribution rights and approximately 7.5 million CrossAmerica limited partner units. Concurrent with the sale announcement, Couche-Tard and CrossAmerica also announced today the signing of an additional asset exchange transaction agreement that will close in the coming months.

Monetization of Couche-Tard’s Interest in CrossAmerica

CrossAmerica, a master limited partnership, is a leading wholesale fuels distributor and convenience store lessor in the United States. As part of Couche-Tard’s acquisition of CST Brands, Inc. in July 2017, Couche-Tard acquired 100% of the membership interests of CrossAmerica GP LLC, the general partner of CrossAmerica, 100% of the incentive distribution rights in CrossAmerica, and approximately 6.9 million of CrossAmerica limited partner units. Following a strategic review, Couche-Tard decided to divest its entire ownership interest in CrossAmerica. This monetization transaction closed effective as of the date of this announcement.

Exchange Agreement between Couche-Tard and CrossAmerica

In connection with the monetization transaction, Couche-Tard and CrossAmerica also announced today the execution of an agreement for an additional asset exchange transaction between the two organizations. This new exchange includes a select portion of Couche-Tard’s U.S. dealer business and CrossAmerica’s ownership interest in CST Fuel Supply LP, as follows:

- Couche-Tard will transfer U.S. wholesale fuel supply contracts covering 387 sites and 45 fee and leasehold properties to CrossAmerica; and
- CrossAmerica will transfer its 17.5% limited partner interest ownership in CST Fuel Supply LP to Couche-Tard.

Couche-Tard will retain its dealer sites in California and those operated through its RDK joint venture as well as other strategic fuel wholesale assets across different parts of the country.

The exchange transaction is expected to close in the calendar first quarter of 2020 and has been approved by the Conflicts Committee of the board of directors of CrossAmerica’s general partner.

Brian Hannasch, President and CEO of Couche-Tard: *"The sale of our interest in CrossAmerica benefits both parties and allows each to focus on growing their core businesses. As we complete the remaining exchange of assets with CrossAmerica, we will continue to look for opportunities for future exchanges which create value for our shareholders and CrossAmerica's unitholders."*

Joe Topper, Chairman of the Board of Directors of CrossAmerica*: "I am honored to once again lead CrossAmerica and to work with this exceptional team. The announcement of this most recent exchange of assets with Couche-Tard shows the tremendous growth opportunities for CrossAmerica and our ability to continue to increase value for our unitholders."*

Greenhill & Co. acted as the exclusive financial and strategic advisor to Couche-Tard on the transaction. Faegre Baker Daniels LLP acted as the legal advisor to Couche-Tard. Skadden, Arps, Slate, Meagher & Flom LLP acted as the legal advisor for the investment entities controlled by Joe Topper.

About Alimentation Couche-Tard Inc.

Couche-Tard is the leader in the Canadian convenience store industry. In the United States, it is the largest independent convenience store operator in terms of the number of company-operated stores. In Europe, Couche-Tard is a leader in convenience store and road transportation fuel retail in the Scandinavian countries (Norway, Sweden and Denmark), in the Baltic countries (Estonia, Latvia and Lithuania), as well as in Ireland and also has an important presence in Poland. For more information on Alimentation Couche-Tard Inc. or to consult its quarterly Consolidated Financial Statements and Management Discussion and Analysis, please visit: https://corpo.couche-tard.com.

About CrossAmerica Partners LP

CrossAmerica Partners LP is a leading wholesale distributor of motor fuels and owner and lessee of real estate used in the retail distribution of motor fuels. Formed in 2012, CrossAmerica Partners LP is a distributor of branded and unbranded petroleum for motor vehicles in the United States and distributes fuel to approximately 1,300 locations and owns or leases over 1,000 sites. With a geographic footprint covering 31 states, the Partnership has well-established relationships with several major oil brands, including ExxonMobil, BP, Shell, Chevron, Sunoco, Valero, Gulf, Citgo, Marathon and Phillips 66. CrossAmerica Partners LP ranks as one of ExxonMobil's largest distributors by fuel volume in the United States and in the top 10 for additional brands. For additional information, please visit www.crossamericapartners.com.

Contacts:

Investor relations:

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Cautionary Statement Regarding Forward-Looking Statements

The statements set forth in this press release, which describes Couche-Tard's objectives, projections, estimates, expectations or forecasts, may constitute forward-looking statements within the meaning of securities legislation. Positive or negative verbs such as "believe", "can", "shall", "intend", "expect", "estimate", "assume" and other related expressions are used to identify such statements. Couche-Tard would like to point out that, by their very nature, forward-looking statements involve risks and uncertainties such that its results, or the measures it adopts, could differ materially from those indicated in or underlying these statements, or could have an impact on the degree of realization of a particular projection. Major factors that may lead to a material difference between Couche-Tard's actual results and the projections or expectations set forth in the forward-looking statements include the effects of the integration of acquired businesses and the ability to achieve projected synergies, fluctuations in margins on motor fuel sales, competition in the convenience store and retail motor fuel industries, exchange rate variations, and such other risks as described in detail from time to time in the reports filed by Couche-Tard with securities authorities in Canada and the United States. Unless otherwise required by applicable securities laws, Couche-Tard disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. The forward-looking information in this release is based on information available as of the date of the release.

Statements contained in this release that state CrossAmerica's or management's expectations or predictions of the future are forward-looking statements. The words "believe," "expect," "should," "intends," "estimates," "target" and other similar expressions identify forward-looking statements. It is important to note that actual results could differ materially from those projected in such forward-looking statements. For more information concerning factors that could cause actual results to differ from those expressed or forecasted, see CrossAmerica's annual reports on Form 10-K, quarterly reports on Form 10-Q and other reports filed with the Securities and Exchange Commission, and available on CrossAmerica's website at www.crossamericapartners.com. CrossAmerica undertakes no obligation to publicly update or revise any statements in this release, whether as a result of new information, future events or otherwise.

Exhibit 99.2

CrossAmerica Partners Provides Further Comment on Sale by Alimentation Couche-Tard of All of its Interests in CrossAmerica to Affiliates of Joe Topper

- **Investment vehicles controlled by Joe Topper, founder of CrossAmerica, yesterday acquired from Alimentation Couche-Tard all the interests in CrossAmerica's General Partner, and all incentive distribution rights and approximately 7.5 million limited partner units of CrossAmerica**
- **Joe Topper returns as Chairman of the Board of Directors of CrossAmerica's General Partner**
- **CrossAmerica and Alimentation Couche-Tard also agree to an additional exchange of assets expected to close in first quarter 2020**

ALLENTOWN, PA (November 20, 2019) – CrossAmerica Partners LP ("CrossAmerica") (NYSE: CAPL) and Alimentation Couche-Tard ("Couche-Tard") (TSX:ATD.A ATD.B) jointly announced yesterday that Couche-Tard has sold all of its ownership interest in CrossAmerica to investment vehicles controlled by Joe Topper, the founder of CrossAmerica (formerly Lehigh Gas Partners) and a member of the board of directors of its General Partner since 2012. The interests divested by Couche-Tard, consisting of 100% of the interest in CrossAmerica's General Partner, and all of CrossAmerica's incentive distribution rights and approximately 7.5 million of its limited partner units, were sold to investment funds controlled by Mr. Topper for an undisclosed amount. The transaction signed and closed effective yesterday, November 19, 2019.

Key Details

- **Joe Topper, founder of CrossAmerica, returns as Chairman of the Board of Directors of CrossAmerica's General Partner**
- **The transaction does not involve any capital outlay by CrossAmerica, nor any change in CrossAmerica's capital structure**
- **Previously announced asset exchange transaction between CrossAmerica and Couche-Tard, originally announced in December 2018, to remain unaffected**

As part of their joint announcement, Couche-Tard and CrossAmerica also announced that they had entered into an agreement for an additional asset exchange transaction (the "Asset Exchange"). The Asset Exchange includes a select portion of Couche-Tard's U.S. wholesale supply business and CrossAmerica's minority ownership interest in CST Fuel Supply LP, which is majority owned and controlled indirectly by Couche-Tard. Further details of the asset exchange are provided in the joint press release.

Joe Topper, the newly appointed Chairman of the Board of Directors of CrossAmerica's General Partner, commented: "At this time, we anticipate maintaining our current distribution policy, distribution coverage and leverage ratio targets that have been outlined over the past few quarters." Topper went on to say, "I am excited for the future of the Partnership. In the coming

weeks and months, I and the management team look forward to sharing in more detail with our unitholders our strategy and goals for CrossAmerica."

CrossAmerica also expects to close in the first quarter of 2020 the previously announced asset exchange transaction between the two parties. Such closing will be the third and final tranche of the asset exchange agreement that was originally announced on December 17, 2018. CrossAmerica anticipates continuing to explore opportunities for future exchanges with Couche-Tard that create value for Couche-Tard shareholders and CrossAmerica unitholders.

The Asset Exchange agreement announced today was approved by the Board of Directors of CrossAmerica's General Partner, following the approval of the terms of the transaction by its independent Conflicts Committee. The Conflicts Committee was advised by Evercore as its independent financial advisor and by Richards, Layton & Finger, P.A. as its independent legal counsel. The closing of the Asset Exchange transaction is subject to customary closing conditions.

Skadden, Arps, Slate, Meagher & Flom LLP acted as the legal advisor and Matrix Capital Markets Group, Inc. acted as the financial advisor for the investment entities controlled by Joe Topper.

CrossAmerica will be filing a Form 8-K with the Securities and Exchange Commission providing additional details of the transactions.

About CrossAmerica Partners LP

CrossAmerica Partners is a leading wholesale distributor of motor fuels and owner and lessor of real estate used in the retail distribution of motor fuels. Formed in 2012, CrossAmerica Partners LP is a distributor of branded and unbranded petroleum for motor vehicles in the United States and distributes fuel to approximately 1,300 locations and owns or leases nearly 1,000 sites. With a geographic footprint covering 31 states, the Partnership has well-established relationships with several major oil brands, including ExxonMobil, BP, Shell, Chevron, Sunoco, Valero, Gulf, Citgo, Marathon and Phillips 66. CrossAmerica Partners ranks as one of ExxonMobil's largest distributors by fuel volume in the United States and in the top 10 for additional brands. For additional information, please visit www.crossamericapartners.com.

Forward Looking Statement

Statements contained in this release that state the Partnership's or management's expectations or predictions of the future are forward-looking statements. The words "believe," "expect," "should," "intends," "estimates," "target," "plan" and other similar expressions identify forward-looking statements. It is important to note that actual results could differ materially from those projected in such forward-looking statements. For more information concerning factors that could cause actual results to differ from those expressed or forecasted, see CrossAmerica's Forms 10-Q or Form 10-K filed with the Securities and Exchange Commission and available on CrossAmerica's website at www.crossamericapartners.com. The Partnership undertakes no obligation to publicly update or revise any statements in this release, whether as a result of new information, future events or otherwise.

Investor Relations Contact – Randy Palmer, 210-742-8316, randy.palmer@circlek.com

Exhibit 99.3

Acquisition of CrossAmerica's General Partner, IDRs and Limited Partner Interest

November 2019

Forward Looking Statement

Statements contained in this presentation that state the Partnership's or management's expectations or predictions of the future are forward-looking statements. The words "believe," "expect," "should," "intends," "estimates," "target" and other similar expressions identify forward-looking statements. It is important to note that actual results could differ materially from those projected in such forward-looking statements. For more information concerning factors that could cause actual results to differ from those expressed or forecasted, see CrossAmerica's annual reports on Form 10-K, quarterly reports on Form 10-Q and other reports filed with the Securities and Exchange Commission and available on the Partnership's website at www.crossamericapartners.com. If any of these factors materialize, or if our underlying assumptions prove to be incorrect, actual results may vary significantly from what we projected. Any forward-looking statement you see or hear during this presentation reflects our current views as of the date of this presentation with respect to future events. We assume no obligation to publicly update or revise these forward-looking statements for any reason, whether as a result of new information, future events, or otherwise.

Alimentation Couche-Tard Sells Ownership Interest in CrossAmerica to Investment Entities Controlled by Joe Topper*

- On November 19, 2019, Couche-Tard sold all of its CrossAmerica interests to investment entities controlled by Joe Topper. The CrossAmerica interests sold consist of:
  - 100% of the General Partner interest
  - 100% of the incentive distribution rights (IDRs)
  - Approximately 7.5 million CrossAmerica limited partner common units, which currently represent 21.7% of the outstanding common units
- Joe Topper returned as Chairman of the Board of Directors of CrossAmerica's General Partner
  - Now controls over 43% of the outstanding common units
- This monetization transaction closed on November 19, 2019 and the amount of the transaction was not disclosed
- The transaction does not involve any capital outlay by CrossAmerica, nor any change in CrossAmerica's capital structure

*Additional details regarding the sale of the CrossAmerica interests are included in a joint (Couche-Tard and CrossAmerica) press release and Form 8-K filing, issued on November 19 and 21, 2019, and available on the CrossAmerica website at www.crossamericapartners.com.

Alimentation Couche-Tard and CrossAmerica also announce an Additional Asset Exchange*

- In connection with the monetization transaction, Couche-Tard and CrossAmerica also announced the execution of an agreement for an additional asset exchange
- The new asset exchange entails the following:
  - Couche-Tard will transfer U.S. wholesale fuel supply contracts covering 387 sites and 45 fee and leasehold properties to CrossAmerica
  - CrossAmerica will transfer its entire 17.5% limited partner interest in CST Fuel Supply LP to Couche-Tard
- The asset exchange transaction is expected to close in the calendar first quarter of 2020, subject to customary closing conditions
- The transaction has been approved by the Conflicts Committee of the board of directors of CrossAmerica's general partner
- CrossAmerica expects this transaction to be accretive to distributable cash flow

*Additional details regarding the additional asset exchange between Couche-Tard and CrossAmerica are included in a joint (Couche-Tard and CrossAmerica) press release and Form 8-K filing, issued on November 19 and 21, 2019, and available on the CrossAmerica website at www.crossamericapartners.com.

Original Asset Exchange Remains on Track (Announcement in December 2018)

- CrossAmerica and Couche-Tard/Circle K entered into an asset exchange agreement*, as of December 17, 2018
  - CrossAmerica still expects to close in the first quarter of 2020 this previously announced asset exchange transaction between the two parties
  - Such closing will be the third and final tranche of this asset exchange transaction
- CrossAmerica anticipates continuing to explore opportunities for future exchanges with Couche-Tard that create value for Couche-Tard shareholders and CrossAmerica unitholders

*Additional details regarding the asset exchange agreement are included in a joint (Couche-Tard and CrossAmerica) press release and Form 8-K filing, both issued on December 17, 2018, and available on the CrossAmerica website at www.crossamericapartners.com.

CrossAmerica – New Board of Directors

- Upon the closing of this transaction, the following individual members comprise the General Partner's board of directors:
  - Joe Topper (Chairman), founder and former Chief Executive Officer
  - John B. Reilly, III (Vice Chairman)
  - Justin Gannon* (Audit Committee Chair)
  - Mickey Kim* (Conflicts Committee Chair)
  - Keenan Lynch
  - Charles Nifong
  - Maura Topper
  - Kenneth Valosky*
- Please see the Form 8-K filed with the SEC on November 21, 2019 for additional information on our board of directors

* denotes independent director

CrossAmerica – New Executive Leadership Team

- With the closing of this transaction, the following individuals have been named to the leadership team:
  - Charles Nifong, President and Chief Executive Officer
    - Mr. Nifong was the Chief Investment Officer of CrossAmerica from 2013-2015
  - Jon Benfield, Interim Chief Financial Officer
    - Mr. Benfield was the Director of Finance for CrossAmerica prior to his appointment as the interim CFO
  - Dave Hrinak, Vice President of Operations
    - Mr. Hrinak was an Executive Vice President and Chief Operating Officer of CrossAmerica from 2014 - 2017
  - Keenan Lynch, Corporate Secretary
- Please see the Form 8-K filed with the SEC on November 21, 2019 for additional information on the management team

Additional Information

- At this time, CrossAmerica anticipates maintaining its current distribution policy
- Management remains comfortable with the following targets outlined over the past few quarters:
  - Distribution coverage (+1.10 times)
  - Leverage ratio (4.00-4.25 times)
- In the coming weeks and months, the management team expects to share more detail regarding its strategy and goals for CrossAmerica