

CROSSAMERICA GP LLC

CHARTER OF THE CONFLICTS COMMITTEE

CrossAmerica GP LLC (the “GP”) is the general partner of CrossAmerica Partners LP, a publicly traded Delaware limited partnership (the “Partnership”). Lehigh Gas GP Holdings LLC, a Delaware limited liability company (“Lehigh Gas”), controls 100% of the membership interests of the GP and provides, or will cause affiliates to provide, material services to the Partnership. The Board of Directors of the GP (the “Board”) has determined that it shall have a standing Conflicts Committee (the “Committee”), which shall assist the Board in oversight of transactions that relate to potential conflicts of interest between the GP or any of its affiliates, including Lehigh Gas or its affiliates, on the one hand, and the Partnership, or any of its subsidiaries, on the other.

Article I. Composition

1. The Committee shall consist of two or more directors, one of whom shall be designated by the Board as the Chair. From time to time the Chair may establish such other rules as are necessary and proper for the conduct of the business of the Committee.
2. The members of the Committee shall be directors who are not (a) officers or employees of the GP, (b) officers or employees of any affiliate of the GP or directors of any affiliate of the GP (other than the Partnership and its subsidiaries), or (c) holders of any ownership interest in the GP or any of its affiliates that is determined by the Board, after reasonable inquiry, to be likely to have an adverse impact on the ability of such director to fulfill his or her obligations as a member of the Committee, and shall meet the independence standards required of directors who serve on an audit committee under Rule 10A-3 of the Securities Exchange Act of 1934 and the rules of the New York Stock Exchange.
3. The members of the Committee shall be appointed by the Board.
4. The members of the Committee shall serve for such term or terms as the Board may determine or until earlier resignation or death. The Board may remove any member from the Committee at any time with or without cause.

Article II. Authority, Duties and Responsibilities

1. The Committee’s primary purpose is to carry out the duties set forth in the First Amended and Restated Limited Partnership Agreement dated as of October 30, 2012, as amended to date (the “Limited Partnership Agreement”), and the Amended and Restated Omnibus Agreement dated as of October 1, 2014, as amended to date (the “Omnibus Agreement”) as well as other duties delegated to the Committee that relate to potential conflicts of interest between the GP or any of its affiliates, including Lehigh Gas or its affiliates, on the one hand, and the Partnership, or any of its subsidiaries, on the other.

2. The Committee shall also advise the Board on actions to be taken by the GP or the Partnership or matters related to the GP or the Partnership upon request of the Board. The Committee will determine if the resolution of the conflict of interest is adverse to the interests of the Partnership.
3. Additionally, the Committee will be responsible for investigating, reviewing and acting on matters referred or disclosed to it where a conflict of interest exists or arises.
4. The Committee shall act on an informed basis, in good faith, and in the honest belief that any action taken by the Committee is not adverse to the interests of the Partnership. In the Committee's determination of what is adverse to the interests of the Partnership and in connection with the Committee's resolution of any conflict of interest (whether actual or perceived), the Committee is authorized to consider, among other things: (a) the relative interests of any party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interest; (b) any customary or accepted industry practices and any customary or historical dealings with a particular Person; (c) any applicable generally accepted accounting principles or practices; and (d) such additional factors as the Committee determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances.
5. To accomplish its duties and responsibilities herein, the Committee may establish guidelines and procedures by which conflict matters meeting certain, pre-determined criteria or parameters identified or established by the Committee are referred for review, analysis, negotiation and/or decision to an officer or officers of the GP who may also be an officer or officers of Lehigh Gas or its affiliates.
6. The Committee, on a periodic basis established by the Committee, shall review determinations made by the officer or officers of the GP with respect to matters referred as contemplated by the preceding sentence. In no event shall any matter requiring (a) Special Approval or (b) the approval of the Committee pursuant to the Amended and Restated Omnibus Agreement be included within the matters, which may be referred to an officer or officers of the GP.
7. In addition to its general charge above, the Committee's responsibilities specifically include, but are not limited to, the following:
 - a. To the extent delegated to the Committee by the Board and not otherwise delegated to an officer or officers of the GP pursuant to the preceding paragraph, review any potential conflicts of interest between the GP, on the one hand, and the Partnership, on the other hand, and report the resolution of such conflicts of interest to the Board; and
 - b. To the extent requested by the Board, advise the Board on actions to be taken by the GP and the Partnership or matters related to the GP and the Partnership to ensure that these actions are not adverse to the interests of the Partnership.

8. The Committee shall conduct an annual evaluation of the performance of its duties under this Charter and shall present the results of the evaluation to the Board. The Committee shall conduct this evaluation in such manner as it deems appropriate.

Article III. Meetings, Reporting and Advisors

1. The Committee will convene periodically as necessary to act upon any matter within its jurisdiction. The Committee may request any officer or employee of the GP or the GP's consultants to attend a meeting of the Committee or to meet with any members of the Committee.
2. A majority of the total number of members of the Committee shall constitute a quorum of all Committee meetings, and the act of a majority of the members present at any meeting at which there is a quorum shall be the act of the Committee.
3. The Chair shall schedule and preside at all meetings of the Committee. In the absence of the Chair, a majority of the members of the Committee present at a meeting shall appoint a member to preside at the meeting.
4. The Chair of the Committee shall report to the Board from time to time as the Chair deems to be appropriate.
5. All meetings shall be held subject to and in accordance with the Delaware Limited Liability Company Act and the GP's Operating Agreement.
6. Minutes shall be kept of each meeting of the Committee.
7. The Committee shall have the authority, in its sole discretion, to retain and obtain the advice and assistance of independent outside counsel and such other advisors as it deems necessary to fulfill its duties and responsibilities under this Charter. The Committee shall set the compensation, and oversee the work, of any outside counsel and other advisors.
8. The Committee shall receive appropriate funding from the Partnership, as determined by the Committee in its capacity as a committee of the Board, for the payment of compensation of any outside counsel and any other advisors to the Committee.

Article IV. Delegation of Authority

The Committee shall have the authority to delegate any of its responsibilities, along with the authority to take action in relation to such responsibilities, to one or more subcommittees as the Committee may deem appropriate in its sole discretion.

Article V. Miscellaneous

The purposes and responsibilities outlined in this Charter are meant to serve as guidelines rather than as inflexible rules and the Committee is entitled to adopt such additional procedures and standards as it deems necessary from time to time to fulfill its responsibilities.

Nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of the Committee members, except to the extent otherwise provided under applicable federal or state law.

This Charter, and any amendments hereto, shall be displayed on the Partnership's website and a printed copy of such shall be made available to any unit holder of the Partnership who requests it.