

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 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): **March 25, 2013**

Lehigh Gas Partners LP

(Exact name of registrant specified in its charter)

Delaware
(State or Other Jurisdiction
Of Incorporation)

001-35711
(Commission
File Number)

45-4165414
(IRS Employer
Identification No.)

**702 West Hamilton Street, Suite 203
Allentown, PA 18101**
(Address of principal executive offices, zip code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. Entry into a Material Definitive Agreement

On May 13, 2013, we entered into an amendment (the "Amendment") to our existing Second Amended and Restated Credit Agreement dated as October 30, 2012 (the "Agreement"). The material terms and conditions of the Agreement remain substantially the same except as set forth below. As the result of the Amendment, the maximum amount we may borrow under the Agreement has been increased by \$75 million to \$324 million from \$249 million. Subject to the consent of the lenders, we have the ability under certain circumstances to further increase the amount that we may borrow by \$100 million to \$429 million. KeyBank National Association acted as administrative agent.

We continue to be required to comply with certain financial covenants under the Agreement. The Amendment modified the covenant for the Combined Leverage Ratio (as defined in the Agreement). Under the amendment, we are required to maintain a Combined Leverage Ratio for the most recently completed four fiscal quarters of not greater than 4.75 : 1.00 through December 31, 2014, and 4.60: 1.00 thereafter. Previously, we were required to maintain a Combined Leverage Ratio of 4.40 : 1:00 through December 31, 2013, and 4.25:1:00 thereafter.

Certain of the lenders, agents and other parties to the Agreement and their affiliates have in the past provided lending, commercial banking, underwriting, investment banking, or other advisory services to us and our subsidiaries for which they have received customary compensation.

The description of the Amendment contained in this Item 1.01 is a summary and is qualified in its entirety by reference to the full text of the Amendment attached as Exhibit 10.1 hereto, which is incorporated by reference into this Item 1.01.

ITEM 2.02. RESULTS OF OPERATIONS AND FINANCIAL CONDITION

On May 13, 2013, Lehigh Gas Partners LP (the "Partnership") issued a press release announcing the results of operations for the Partnership and its Predecessor for the quarter ended March 31, 2013. The press release, attached hereto and incorporated by reference herein, is being furnished to the SEC and shall not be deemed to be "filed" for any purpose.

ITEM 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

ITEM 5.02. Departure of Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arranges of Certain Officers.

On May 9, 2013, the Partnership announced that the Board of Directors (the "Board") of Lehigh Gas GP LLC, its general partner (the "Company") elected Tracy Derstine, currently Executive Vice President, Administration, and Frank Macerato, currently General Counsel, Secretary and Chief Compliance Officer, as Corporate Officers of the Company.

On May 9, 2013, the Compensation Committee of the Board adopted a Performance-Based Equity Awards Program pursuant to which participants will receive a certain percentage of their base salary ("Par Bonus") as a performance bonus if the Partnership achieves certain performance goals in 2013. The Par Bonus consists of two components: an EBITDA Component, which has a 70% weighting, and a Growth Component, which has a 30% weighting. For a participant to achieve a Par Bonus, the Partnership must meet or exceed (a) 105% of its budgeted earnings before interest, tax, depreciation and amortization (the "EBITDA Target") for 2013, and (b) 110% of its Growth Target for 2013. The threshold for earning any part of the EBITDA Component of the Par Bonus is 95% of the EBITDA Target, in which case 20% of the EBITDA Component is earned by each participant. The threshold for earning any part of the Growth Component of the Par Bonus is 90% of the Partnership's Growth Target, in which case 20% of the EBITDA Component is earned by each participant. In no event can a participant earn more than the Par Bonus amount. The actual performance bonus will be paid 100% in phantom units, one-third of which will vest on each anniversary of the grant date until fully vested. However, the Compensation Committee has retained the discretion to pay up to 40% of the performance bonus in cash to the participants. The Par Bonus for executive officers of the Company varies from 40% of base salary to 100% of base salary in the case of our Chief Executive Officer.

2

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

The following exhibit has been filed with this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2 to the Credit Agreement dated as May 10, 2013, by and among the Partnership, each lender from time to time party thereto, and Keybank National Association, as Administrative Agent for the Lenders.
99.1	Press Release dated May 13, 2013

3

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 thereunto duly authorized.

Dated: May 13, 2013

Lehigh Gas Partners LP
By: Lehigh Gas GP LLC
its general partner
By: /s/ Mark L. Miller
Name: Mark L. Miller
Title: Chief Financial Officer

4

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 2 to the Credit Agreement dated as May 10, 2013, by and among the Partnership, each lender from time to time party thereto, and Keybank National Association, as Administrative Agent for the Lenders
99.1	Press release dated May 13, 2013

5

AMENDMENT NO. 2 TO CREDIT AGREEMENT

This AMENDMENT NO. 2 TO CREDIT AGREEMENT (this "Amendment") entered into as of May 13, 2013, is by and among LEHIGH GAS PARTNERS LP (the "Borrower"), each lender from time to time party hereto (collectively, the "Required Lenders"), and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent for the Lenders (the "Administrative Agent").

PRELIMINARY STATEMENTS:

1. The Borrower, the Lenders and the Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of October 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").
2. The Borrower has requested that (i) the Administrative Agent and the Required Lenders amend certain provisions of the Credit Agreement as set forth below, and (ii) certain of the Lenders provide for the increase in the Facility by Seventy Five Million and 00/100 Dollars (\$75,000,000.00) as provided in Section 2.15 of the Credit Agreement.
3. The Administrative Agent and the Required Lenders have agreed to such amendments and certain of the Lenders have agreed to such increase, in each case, subject to the terms and conditions set forth herein.

AGREEMENT

In consideration of the premises and mutual covenants herein and for other valuable consideration, the Borrower, the Administrative Agent and the Required Lenders agree as follows:

SECTION 1. DEFINITIONS. Unless otherwise defined herein, each capitalized term used in this Amendment and not defined herein shall be defined in accordance with the Credit Agreement.

SECTION 2. AMENDMENT2.1 Amendments to Section 1.01.

- (a) Section 1.01 of the Credit Agreement is hereby amended to insert the following new term:

"Combined Leverage Ratio Increase Requirements" means, in connection with any request by the Borrower to increase the maximum Combined Leverage Ratio as set forth in the proviso under Section 7.11(a), the following:

(i) the Borrower delivers such request in writing to the Administrative Agent at least three (3) Business Days prior to the date on which such request is to be given effect; and

(ii) such request is delivered in connection with (a) a Permitted Acquisition occurring after May 13, 2013 with a purchase price of at least Twenty Million Dollars (\$20,000,000), or (b) the consummation of one or more Permitted Acquisitions or Permitted Minor Acquisitions, each occurring after May 13, 2013, the aggregate purchase price of which is at least Twenty Million Dollars (\$20,000,000).

- (b) The definition of "Combined Interest Charges" set forth in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

"Combined Interest Charges" means, for any Measurement Period, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses in connection with borrowed money (including capitalized interest and all net amounts paid under any Hedge Contract (other than any termination value)) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, (b) all interest paid or payable with respect to discontinued operations and (c) rent expense as set forth in the statement of operations for the Getty MA/ME/NH Lease and any other future lease transactions similar in nature, as determined by the Administrative Agent in its sole discretion, for the most recently completed Measurement Period; provided that for the purpose of calculating the Combined Interest Charges for the Measurement Periods ending December 31, 2012, March 31, 2013, June 30, 2013 and September 30, 2013, the items described in clauses (a), (b) and (c) above shall, in each case, be annualized based on the actual Combined Interest Charges from the Closing Date until the end of such Measurement Period."

- (c) The definition of "Permitted Distributions" set forth in Section 1.01 of the Credit Agreement is hereby amended to add the following proviso immediately following clause (x) thereof:

"(provided, however, at any time after the Borrower has satisfied the Combined Leverage Ratio Increase Requirements and made a request to increase the Combined Leverage Ratio under Section 7.11(a), the ratio in this clause (x) shall be increased to 4:75:1:00)".

2.2 Amendment to Section 2.15. Section 2.15(a) of the Credit Agreement is hereby amended to delete the reference in such Section to "\$75,000,000" and replace it with "\$100,000,000".

2.3 Amendments to Sections 6.01.

- (a) Section 6.01(a) of the Credit Agreement is hereby amended to read as follows:

“as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower (commencing with the fiscal year ending December 31, 2013), Audited Financial Statements, which shall be accompanied by a report and opinion of any independent certified public accountant of nationally recognized standing reasonably acceptable to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit, and which shall be certified by the chief executive officer, chief financial officer, treasurer or controller of the general partner of the Borrower to the effect that such Audited Financial Statements are fairly stated in all material respects;”.

(b) Section 6.01(b) of the Credit Agreement is hereby amended to read as follows:

“as soon as available, but in any event within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower (commencing with the fiscal quarter ending March 31, 2013), a combined balance sheet of the Combined Group as at the end of such fiscal quarter, and the related combined statements of operations, changes in partners’ capital, and cash flows for such fiscal quarter and for the portion of the Combined Group fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, such financial statements to be certified by the chief executive officer, chief financial officer, treasurer or controller of the Borrower as fairly presenting in all material respects the financial condition, results of operations, partners’ capital and cash flows of the Combined Group in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;”.

2.4 Amendment to Section 6.02.

(a) Section 6.02(b) of the Credit Agreement is hereby amended to read as follows:

“concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) (in the case of Section 6.01(b), commencing with the fiscal quarter ending March 31, 2013); provided, however, that the Compliance Certificate relating to each fiscal year end shall be delivered in connection with the financial statements delivered in accordance with Section 6.01(a), (i) a duly completed Compliance Certificate signed by the chief executive officer, chief financial officer, treasurer or controller of the general partner of the Borrower and (ii) a copy of management’s discussion and analysis with respect to such financial statements;”.

3

2.5 Amendment to Section 7.01.

(a) Section 7.01(r) is hereby amended to delete the period at the end of such section and replace it with “; and”.

(b) Section 7.01 is hereby amended to add a new Section 7.01(s) which shall read as follows:

“Liens securing Indebtedness permitted under Section 7.02(l); provided that (i) such Liens do not at any time encumber any property other than the (x) property being acquired in connection with such Indebtedness or (y) the property owned by the Person being so acquired, and (ii) the Indebtedness secured thereby does not exceed on the date of acquisition the cost or fair market value, whichever is lower, of the property being acquired.”

2.6 Amendment to Section 7.02.

(a) Section 7.02(f) is hereby amended to delete the reference in such section to “\$105,000,000” and replace it with “\$135,000,000”.

(b) Section 7.02(j) is hereby amended to read as follows:

“any Guarantees listed on Schedule 7.02 and other Guarantees in an aggregate amount not to exceed \$5,000,000 outstanding at any one time assumed or incurred in connection with Permitted Acquisitions or Permitted Minor Acquisitions;”.

(c) Section 7.02(k) is hereby amended to delete the period at the end of such section and replace it with “; and”.

(d) Section 7.02 is hereby amended to add a new Section 7.02(l) which shall read as follows:

“Indebtedness assumed or incurred in connection with Permitted Acquisitions or Permitted Minor Acquisitions and approved by the Administrative Agent in its sole discretion in an amount not to exceed \$30,000,000 in the aggregate outstanding at any time.”

2.7 Amendment to Section 7.11.

(a) Section 7.11(a) is hereby amended to read as follows:

“Combined Leverage Ratio. Permit the Combined Leverage Ratio at any time during any Measurement Period of the Combined Group set forth below to be greater than the ratio set forth below opposite such period:

4

Closing Date through 12/31/13
3/31/2014 and each fiscal quarter thereafter

4.40 to 1.00
4.25 to 1.00

provided, however, that the Combined Leverage Ratio may be increased by the Borrower to be at any time during any Measurement Period of the Combined Group no greater than the ratio set forth below opposite such period, if such increase satisfies the Combined Leverage Ratio Increase Requirements. No increase shall be given effect unless all of the Combined Leverage Ratio Increase Requirements are satisfied.

<u>Four Fiscal Quarters Ending</u>	<u>Maximum Combined Leverage Ratio</u>
Closing Date through 12/31/14	4.75 to 1.00
3/31/2015 and each fiscal quarter thereafter	4.60 to 1.00

SECTION 3. INCREASE IN FACILITY

3.1 Increase. In accordance with Section 2.15(a) of the Credit Agreement, the Borrower has requested to increase the Facility by \$75,000,000 (the "Commitment Increase") and the Administrative Agent hereby consents to such so long as (i) both prior to and after giving effect to such increase, no Default or Event of Default shall exist, (ii) the Loan Parties shall be in compliance on a Pro Forma Basis with the financial covenants set forth herein after giving effect to such increased Facility and related Permitted Acquisitions or Permitted Minor Acquisitions, if any. This Amendment shall constitute the notice to the Lenders required pursuant to Section 2.15(a).

3.2 Additional Commitments. Schedule 2.01 to the Credit Agreement is hereby amended and restated as set forth on the attached Schedule 2.01 hereto. Such Schedule 2.01 sets forth the Commitments of all Lenders after giving effect to the Commitment Increase, including the Commitment of any Lender increasing its Commitment (each, an "Increasing Lender").

3.3 Increase Effective Date. The Increase Effective Date for the Commitment Increase shall be the date of this Amendment; provided, however, that the Commitment Increase shall be deemed to have become effective immediately prior to the effectiveness of the other provisions of this Amendment and will be deemed to have used the entire \$75,000,000 increase that was available to the Borrower prior to giving effect to this Amendment. After giving effect to the Commitment Increase and the effectiveness of this Amendment, the Borrower shall be entitled to increase the Facility by an additional \$100,000,000, subject to the terms and conditions of Section 2.15 of the Credit Agreement.

SECTION 4. NO WAIVER

4.1 This Amendment shall not be deemed to constitute a waiver or release of (a) any Default or Event of Default under any provision of the Credit Agreement or the other Loan Documents, or (b) any remedies or rights of the Administrative Agent, Collateral Agent or the Lenders with respect thereto, all of which are hereby reserved; provided, however, that this

5

Amendment shall be deemed a waiver of any Default or Event of Default that may have occurred as of the date hereof but for the giving effect to the amendments to the Credit Agreement set forth in Section 2 above.

SECTION 5. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Required Lenders to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and the Required Lenders that:

5.1 Due Authorization; Authority; No Conflicts. The execution, delivery and performance by the Borrower and Guarantors of this Amendment has been duly authorized by all necessary corporate or other organizational action, and does not and will not: (a) contravene the terms of the Organization Documents of any such Loan Party; (b) conflict with or result in any breach or contravention of, or the creation of any Lien (other than in favor of the Administrative Agent pursuant to the Collateral Documents) under, give rise to any right of first refusal or right of first offer or any similar right or option to purchase any property subject to a Mortgage, or require any payment to be made under (i) any Contractual Obligation to which any Loan Party is a party or affecting any Loan Party or the properties of any Loan Party or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which any Loan Party or its property is subject; or (c) violate any Law.

5.2 No Default; Representations and Warranties. After giving effect to the Commitment Increase and the amendments to the Credit Agreement in Sections 2 and 3.2 above, (a) no Default or Event of Default has occurred and is continuing, and (b) as of the date hereof, the representations and warranties of the Borrower in the Credit Agreement are true and correct in all material respects (except for representations and warranties that expressly relate to an earlier date).

SECTION 6. FEES

6.1 As consideration for the modifications to the Credit Agreement contemplated in this Amendment, the Borrower shall pay to the Administrative Agent in immediately available funds, (x) for the ratable account of each Increasing Lender, a fee in an amount equal to 0.25% (25 basis points) of such Increasing Lender's portion of the Commitment Increase and (y) for the ratable account of each consenting Lender hereunder, a fee equal to 0.05% (5 basis points) of each such consenting Lender's Commitment immediately prior to giving effect to the Commitment Increase.

SECTION 7. CONDITIONS TO EFFECTIVENESS

The obligation of the Administrative Agent and the Required Lenders to execute this Amendment, and the effectiveness thereof, are subject to the following:

7.1 The Administrative Agent shall have received fully executed copies of this Amendment executed by the Administrative Agent, the Required Lenders, the Borrower and the Guarantors.

7.2 The Administrative Agent shall have received, for ratable distribution to the Required Lenders, the fees described in Section 6 hereof.

7.3 Each Lender that has increased its Commitment and has requested a Note shall have received a Note executed by the Borrower in favor of such Lender.

7.4 [Intentionally Omitted].

7.5 The Administrative Agent shall have received such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment.

7.6 The Administrative Agent shall have received favorable opinions addressed to the Administrative Agent and each Lender of the general counsel and New York counsel to the Loan Parties, concerning the Loan Parties and such matters as the Administrative Agent may reasonably request.

7.7 The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in this Section 7 of this Amendment have been satisfied.

7.8 The Administrative Agent shall have received certificates from the Borrower attesting to the Solvency of each Loan Party before and after giving effect to this Amendment and the Commitment Increase.

7.9 All fees required to be paid to (i) the Administrative Agent and the Arranger on or before the Closing Date shall have been paid and (ii) the Lenders on or before the Closing Date shall have been paid.

7.10 The Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the date of this Amendment, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

7.11 No Default or Event of Default shall exist at the time of or after giving effect to this Amendment.

7.12 The representations and warranties of the Borrower contained in this Amendment are true and correct.

SECTION 8. GENERAL PROVISIONS

8.1 Loan Document. This Amendment constitutes a Loan Document.

8.2 No Changes. Except as expressly provided in this Amendment, the terms and provisions of the Credit Agreement shall remain in full force and effect and are hereby affirmed, confirmed and ratified in all respects. Each reference to the Credit Agreement in the Credit Agreement or in any other Loan Document shall hereafter be construed as a reference to the Credit Agreement as amended hereby.

8.3 Attorney's Fees and Costs. The Borrower hereby agrees to reimburse the Administrative Agent and Lenders for all of its reasonable out-of-pocket legal fees and expenses incurred in the preparation and documentation of this Amendment.

8.4 Captions. The recitals to this Amendment (except for definitions) and the section captions used in this Amendment are for convenience only and do not affect the construction of this Amendment.

8.5 Guarantor Acknowledgment. Each Guarantor, by signing this Amendment:

(a) consents and agrees to and acknowledges the terms of this Amendment;

(b) acknowledges and agrees that all of the Loan Documents to which such Guarantor is a party or otherwise bound shall continue in full force and effect and that all of such Guarantor's obligations thereunder shall be valid and enforceable, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies, and shall not be impaired or limited by the execution or effectiveness of this Amendment;

(c) after giving effect to the Commitment Increase and the amendments to the Credit Agreement in Sections 2 and 3.2 above, upon the effectiveness of this Amendment, represents and warrants to the Administrative Agent and the Lenders that all representations and warranties made by such Guarantor and contained in any other Loan Document to which it is a party are true and correct in all material respects on and as of the date of this Amendment to the same extent as though made on and as of the date of this Amendment, except to the extent that any thereof expressly relate to an earlier date; and

(d) acknowledges and agrees that (A) notwithstanding the conditions to effectiveness set forth in this Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to which such Guarantor is a party to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (B) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments or modifications to the Credit Agreement.

8.6 Entire Agreement. This Amendment, together with the Credit Agreement and the other Loan Documents integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral representations and negotiations and prior writings with respect to the subject matter hereof.

8

8.7 Counterparts This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

8.8 Severability. Wherever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under the applicable law. If any provision is found to be invalid under the applicable law, it shall be ineffective only to the extent of such invalidity and the remaining provisions shall remain in full force and effect.

8.9 Successors and Assigns. This Amendment is binding upon the Borrower, the Lenders, the Administrative Agent and their respective successors and assigns, and inures to the sole benefit of the Borrower, the Lenders, the Administrative Agent and their successors and assigns.

8.10 GOVERNING LAW. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

- (a) SUBMISSION TO JURISDICTION. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AMENDMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT AGAINST BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.
- (b) WAIVER OF VENUE. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR

9

HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 8.10. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

- (c) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AMENDMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

8.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.11.

[Signature Pages Follow]

10

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

LEHIGH GAS PARTNERS LP

By: Lehigh Gas GP LLC, its General Partner

By: _____
Name: Joseph V. Topper, Jr.
Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent and a Lender

By: _____
Name: _____
Title: _____

, as a Lender

By: _____
Name: _____
Title: _____

**Each of the undersigned acknowledge the terms of and
consent to the foregoing:**

GUARANTORS

LEHIGH GAS WHOLESALE LLC,
a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LEHIGH GAS WHOLESALE SERVICES, INC.,
a Delaware corporation

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS LP,
a Delaware limited partnership

By: LGP Realty Holdings GP LLC, a Delaware limited liability company,
its General Partner

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS GP LLC,
a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

[Additional Signatures Follow]

100 YORK JENKINTOWN LLC
1001 BALTIMORE AVE. EAST LANSDOWNE, LLC
1003 FREEPORT RD CHESWICK, LLC
101 LANCASTER AVE. MALVERN, LLC
10202 LORAIN CLEVELAND LLC
103 EAST MAIN FREEHOLD LLC
103 N. POTTSTOWN PIKE EXTON, LLC
10300 BROOKPARK BROOKLYN LLC
104 ROUTE 57 HACKETTSTOWN LIMITED LIABILITY COMPANY
1071 PARKWAY AVE. WEST TRENTON, LLC
10843 MONTGOMERY CINCINNATI LLC
1090 BOARDMAN POLAND LLC
1095 S. WEST END BLVD. QUAKERTOWN, LLC
11 ROUTE 10 EAST SUCCASUNNA, LLC
1110 MCCARTHUR ROAD WHITEHALL, LLC
11250 GRANGER GARFIELD HEIGHTS LLC
113 NORTH GULPH ROAD KING OF PRUSSIA, LLC
1130 BALTIMORE PIKE GLEN MILLS, LLC
115 BLOOMFIELD MONTCLAIR LLC
1170 RARITAN CRANFORD LLC
11775 SPRINGFIELD SPRINGDALE LLC
12 WHITE HORSE PIKE CLEMENTON, LLC
120 ROUTE 173 WEST ASBURY LIMITED LIABILITY COMPANY
1201 RT. 33 TRENTON, LLC
1229 MCDADE BLVD. WOODLYN, LLC
123 NORTH PINE LANGHORNE, LLC
1251 ROUTE 206 PRINCETON LIMITED LIABILITY COMPANY
1266 E. OLD LINCOLN HWY. LANGHORNE, LLC
127 EASTON NEW BRUNSWICK LLC
1300 GALLOPING HILL KENILWORTH LLC
13165 LARCHMERE SHAKER HEIGHTS LLC
1326 HOPPLE CINCINNATI LLC
135 OLD CRANBURY RD. CRANBURY, LLC
1386 STATE ROUTE 125 AMELIA LLC
1396 DELSEA DR. DEPTFORD, LLC
14008 LORAIN CLEVELAND LLC
14043 STATE NORTH ROYALTON LLC
1405 N STATE ST CLAIRTON, LLC
1419 W. MAIN ST LANSDALE, LLC
142 MOHAWK TRAIL GREENFIELD, LLC
145 BROADWAY HILLSDALE LLC
1469 LAKE AVE ROCHESTER, LLC
14718 MADISON LAKEWOOD LLC
15 MAIN STREET WATSONTOWN, LLC

15150 SNOW BROOKPARK LLC
152 MORRIS MORRISTOWN LLC
1550 QUEEN CINCINNATI LLC
1595 CENTRAL AVE COLONIE, LLC
16 ROUTE 173 WEST HAMPTON LIMITED LIABILITY COMPANY
16067 SR-170 EAST LIVERPOOL LLC
162 SOUTHAMPTON WESTFIELD, LLC
169 PERRYVILLE ROAD HAMPTON LIMITED LIABILITY COMPANY
1700 BROOKPARK CLEVELAND LLC
1707 ROUTE 31 SOUTH CLINTON, LLC
171 MT. BETHEL ROAD WARREN, LLC
1771 RT. 206 SOUTHAMPTON, LLC
1775 MARKETPLACE HENRIETTA LLC
17810 BAGLEY MIDDLEBURG HEIGHTS LLC
181 ELM ST. WESTFIELD, LLC
1824 WHITE HORSE PIKE MERCERVILLE, LLC
1830 EASTON AVENUE SOMERSET, LLC
1830 WILBRAHAM RD. SPRINGFIELD, LLC
192 MADISON CONVENT STATION LLC
2 CHURCH STREET LIBERTY CORNER, LLC
2 E PASSAIC MAYWOOD LLC
2 HIGHWAY 36 KEANSBURG, LLC
2 MARLTON PIKE W. CHERRY HILL, LLC
2 RIDGE LYNDHURST LLC
20 NORTH ERIE HAMILTON LLC
200 W. MONTGOMERY AVE. ARDMORE, LLC
201 W. GERMANTOWN PIKE NORRISTOWN, LLC
204 PARSIPPANY PARSIPPANY LLC

20420 CHAGRIN SHAKER HEIGHTS LLC
2058 DELAWARE AVE BUFFALO, LLC
210 TUCKERTON RD. MEDFORD, LLC
211 WATCHUNG BLOOMFIELD LLC
2159 SOUTH GREEN UNIVERSITY HEIGHTS LLC
2200 BABCOCK BLVD PITTSBURGH, LLC
226 BLOOMFIELD AVENUE CALDWELL, LLC
2276 HIGHWAY 34 NORTH ALLENWOOD, LLC
2306 LYCOMING CREEK ROAD WILLIAMSPORT, LLC
2311 N TRIPHAMMER RD LANSING, LLC
234-248 N. 63RD ST. PHILADELPHIA, LLC
23425 LORAIN NORTH OLMSTED LLC
2360 SOUTH AVENUE SCOTCH PLAINS, LLC
2401 HAVERFORD ROAD ARDMORE, LLC
2405 ROUTE 286 PITTSBURGH, LLC
2447 ANDERSON CRESCENT SPRINGS LLC
245 MOUNTAIN SPRINGFIELD LLC
247 GORDONS MANALAPAN LLC
249 WEST MITCHELL CINCINNATI LLC

2501 BRIGHTON AVE PITTSBURGH, LLC
2503 BURLINGTON, LLC
251-259 NEW BRUNSWICK AVENUE FORDS, LLC
25295 LORAIN NORTH OLMSTED LLC
25466 DETROIT WESTLAKE LLC
25525 CENTER RIDGE WESTLAKE LLC
25705 CHAGRIN BEACHWOOD LLC
258-260 RT. 130 N. BORDENTOWN, LLC
2643 WARRENSVILLE UNIVERSITY HEIGHTS LLC
2696 MADISON CINCINNATI LLC
2700 LEECHBURG RD LOWE BURRELL, LLC
2701 CHESTER CLEVELAND LLC
2703 BELMONT YOUNGSTOWN LLC
2720 SALT SPRINGS YOUNGSTOWN GIRAD LLC
2801 MAYFIELD CLEVELAND HEIGHTS LLC
2811 RT. 73 MAPLE SHADE, LLC
2901 ASBURY OCEAN LLC
2959 ROUTE 10 EAST PARSIPPANY, LLC
29775 CLEMENS WESTLAKE LLC
30 DONNERMOYER BELLEVUE LLC
301 S. KEMP ST. LYONS, LLC
3051 RT. 38 MOUNT LAUREL, LLC
3059 GROVE LORAIN LLC
3065 WEST 117TH CLEVELAND LLC
307 SOUTH MAIN STREET FLEMINGTON, LLC
30812 DETROIT WESTLAKE LLC
310 BOARDMAN CANFIELD YOUNGSTOWN LLC
3100 WEST 14TH CLEVELAND LLC
3101 N. BROAD ST. PHILADELPHIA, LLC
3180 MONTGOMERY LOVELAND LLC
3221 ROUTE 22 BRANCHBURG, LLC
32393 LORAIN NORTH RIDGEVILLE LLC
335 FRANKLIN MILLS CIRCLE PHILADELPHIA, LLC
336 MORRIS SUMMIT LLC
34-38 ROUTE 15 LAFAYETTE, LLC
3550 GENESEE ST CHEEKTOWAGA, LLC
3577 ROUTE 611 BARTONSVILLE LLC
3590 MADISON CINCINNATI LLC
35985 CENTER RIDGE NORTH RIDGEVILLE LLC
3602 MAHONING YOUNGSTOWN LLC
3727 LINCOLN THORNDALE LLC
3735 FULTON CLEVELAND LLC
390 SOUTH MAPLE AVENUE GLEN ROCK, LLC
39105 COLORADO AVON LAKE LLC
3983 MAYFIELD CLEVELAND HEIGHTS LLC
4001 HAUCK CINCINNATI LLC
4006 LEE CLEVELAND LLC

402 EAST BRIDGE ELYRIA LLC
40890 SR-154 LISBON LLC

409 ROUTE 130 SOUTH CINNAMINSON, LLC
415 SOUTH MAIN STREET SHENANDOAH, LLC
4161 WEST 150TH CLEVELAND LLC
4200 WHITAKER AVE. PHILADELPHIA, LLC
4212 RT. 130 WILLINGBORO, LLC
4282 MONTICELLO SOUTH EUCLID LLC
4301 WINSTON COVINGTON LLC
4343 EAST ROYALTON BROADVIEW HEIGHTS LLC
445 ROUTE 3 SECAUCUS, LLC
4545 READING CINCINNATI LLC
461 BLOOMFIELD BLOOMFIELD LLC
4612 EDGMONT AVE BROOKHAVEN, LLC
4616 MCKNIGHT RD PITTSBURGH, LLC
4774 ROYALTON BROADVIEW HEIGHTS LLC
479 KROCKMALLY PERTH AMBOY LLC
4900 MONTGOMERY CINCINNATI LLC
4901 FLEET CLEVELAND LLC
4910 HARVARD NEWBURGH HEIGHTS LLC
495 MAIN STREET CHESTER, LLC
505 ROUTE 10 WHIPPANY LLC
505 ROUTE 202 BEDMINSTER LLC
506 COMMONWEALTH ERLANGER LLC
507 ALLEGHENY AVE OAKMONT, LLC
508 AVON BELDEN AVON LAKE LLC
5200 ROCKSIDE INDEPENDENCE LLC
5206 STATE PARMA LLC
5219 DETROIT SHEFFIELD LLC
5250 TORRESDALE AVE. PHILADELPHIA, LLC
528 ALTAMONT BOULEVARD FRACKVILLE, LLC
53 W FAYETTE ST UNIONTOWN, LLC
543 OHIO CINCINNATI LLC
546 WARDS CORNER LOVELAND LLC
549 HIGHWAY 36 NORTH AND MAIN STREET BELFORD, LLC
5502 MAHONING AUSTINTOWN LLC
5510 ST CLAIR CLEVELAND LLC
552 EAST 152ND CLEVELAND LLC
555 NORTH YORK HATBORO LLC
5575 DIXIE FAIRFIELD LLC
56 THIRD AVENUE SECAUCUS, LLC
5700 HOMEVILLE RD WEST MIFFLIN, LLC
5716 HULMEVILLE ROAD BENSALEM, LLC
599 EAST MAIN CANFIELD LLC
600 ROUTE 206 SOMERVILLE, LLC
600 S. OAK ROAD PRIMOS SECANE, LLC
6000 VROOMAN PAINESVILLE LLC

601 STATE HIGHWAY 12 FLEMINGTON LIMITED LIABILITY COMPANY
602 LALOR TRENTON LLC
606 MONTGOMERY AVE. NARBERTH, LLC
6151 PFEIFFER CINCINNATI LLC
632 SECOND AVENUE LONG BRANCH, LLC
6585 RIDGE PARMA LLC
6816 EASTON ROAD PIPERSVILLE, LLC
6875 MAIN ST WILLIAMSVILLE, LLC
727 EAST MAIN LEBANON LLC
735 MCCARTNEY YOUNGSTOWN LLC
736 DRESDEN EAST LIVERPOOL LLC
7380 BEECHMONT CINCINNATI LLC
7424 WEST CHESTER PIKE UPPER DARBY, LLC
7510 BROADVIEW PARMA LLC
759 CHESTER PIKE PROSPECT PARK, LLC
7799 MONTGOMERY CINCINNATI LLC
780 STELTON PISCATAWAY LLC
7961 US HIGHWAY 42 FLORENCE LLC
799 VALLEY FORGE PHOENIXVILLE LLC
800 GREENWOOD TRENTON LLC
801 NORTH LEAVITT AMHERST LLC
8020 MONTGOMERY CINCINNATI LLC
8039 BURLINGTON FLORENCE LLC
812 PASSAIC CLIFTON GAS STATION LLC
8200 COLUMBIA OLMSTED FALLS LLC
869 FISCHER TOMS RIVER LLC
8800-8812 KENNEDY BOULEVARD NORTH BERGEN, LLC

890 NORTH CANFIELD NILES YOUNGSTOWN LLC
90 ROUTE 206 FLANDERS LLC
91 MINE BROOK ROAD BERNARDSVILLE, LLC
9171 UNION CENTRE WEST CHESTER LLC
9855 MASON-MONTGOMERY MASON LLC
9996 BUSTLETON AVE. PHILADELPHIA, LLC
BELVIDERE SOMERVILLE LEBANON RINGOES FLEMINGTON LIMITED LIABILITY COMPANY
BULL CREEK LLC
CHESTNUT AND LINE STREET MIFFLINBURG, LLC
COBBLER'S CREEK LLC
D. TOPPER, LLC
DDS TOPPER, LLC
DELG - UST I, LLC
EROP - OHIO, LLC
HARLEYSVILLE GAS STATION LLC
I-295 & BLACK HORSE PIKE MOUNT EPHRAIM, LLC
I-95 & MARKET ST. MARCUS HOOK, LLC
K-1 TOPPER, LLC
K-2 TOPPER, LLC

K-3 TOPPER, LLC
K-4 TOPPER, LLC
KWIK PIK REALTY — OHIO, LLC
KYLG-UST I, LLC
LANSDALE GAS STATION LLC
MALG - UST I, LLC
MALG - UST II, LLC
MELG-UST I, LLC
MMSCC-6, LLC
NHLG - UST I, LLC
NJLG-UST I, LLC
NYLG - UST I, LLC
OHLG-UST I, LLC
PALG - UST I, LLC
PALG - UST II, LLC
PALG - UST III, LLC
PALG - UST IV, LLC
PALG - UST VI, LLC
PALG-UST V, LLC
ROOSEVELT BLVD PHILADELPHIA, LLC
ROUTE 1 AND MENLO METUCHEN LLC
ROUTE 313 & 113 DUBLIN, LLC
ROUTE 53 AND ESTLING DENVILLE LLC
SJF, LLC
SJKP, LLC
ZEBRA RUN LLC
2134 NORTHAMPTON ST EASTON LLC
FLLG - UST I, LLC
PALG - UST VII, LLC
PALG - UST VIII, LLC
PALG - UST IX, LLC

FOR EACH OF THE COMPANIES LISTED ABOVE:

By: LGP Realty Holdings GP LLC, a Delaware limited liability
company, their Manager

By: _____
Name: Joseph V. Topper, Jr.
Title: President

EXPRESS LANE, INC.

By: _____
Name: Joseph V. Topper, Jr.
Title: President

COMMITMENTS
AND APPLICABLE PERCENTAGES

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
KeyBank National Association	\$ 55,000,000	16.9753%
Citizens Bank of Pennsylvania	\$ 58,000,000	17.9012%
Wells Fargo Bank, National Association	\$ 39,000,000	12.0370%
PNC Bank, National Association	\$ 32,500,000	10.0309%
Sovereign Bank, N.A.	\$ 30,000,000	9.2593%
Raymond James Bank, N.A.	\$ 30,000,000	9.2593%
Cadence Bank, N.A.	\$ 25,000,000	7.7160%
Capital One, National Association	\$ 22,500,000	6.9444%
Lafayette Ambassador Bank	\$ 20,000,000	6.1728%
First Niagara Bank N.A.	\$ 12,000,000	3.7037%
Total	\$ 324,000,000	100.0000000%

Lehigh Gas Partners LP Reports First Quarter 2013 Results and Announces a 3.4% Increase in Its Quarterly Cash Distribution

ALLENTOWN, PA (May 13, 2013) -Lehigh Gas Partners LP (NYSE: LGP) (the “Partnership,” “we,” or “us”) today reported its financial results for the quarter ended March 31, 2013 and announced that the Board of Directors of its general partner approved a 3.4% increase in the Partnership’s cash distribution per unit from the current annual rate of \$1.75 per unit (\$0.4375 per quarter) to \$1.81 per unit (\$0.4525 per quarter). In addition to the actual financial results for the quarter, the Partnership is providing certain pro forma results for the period ended March 31, 2012. The Partnership completed its initial public offering on October 30, 2012 and, as such, management believes the pro forma results for March 31, 2012 provide investors with a more relevant comparison than the actual results of our predecessor for the period ended March 31, 2012. Please see the section entitled “Pro Forma Financial Results” for additional information on our pro forma financial results.

In the First Quarter of 2013, the Partnership:

- Distributed 149.7 million gallons of fuel compared to pro forma first quarter 2012 volume of 132.8 million gallons of fuel, a 12.7% increase.
- Generated gross profit from fuel sales of \$10.3 million compared to pro forma first quarter 2012 gross profit from fuel sales of \$7.2 million, a 41.7% increase.
- Generated Adjusted EBITDA of \$12.6 million compared to pro forma first quarter 2012 Adjusted EBITDA of \$8.2 million, a 53.4% increase.
- Declared a first quarter distribution of \$0.4525 per unit, a 3.4% increase over the current quarterly distribution \$0.4375 per unit, the Minimum Quarterly Distribution.

First Quarter 2013 Results

Net Income for the first quarter 2013 totaled \$3.8 million or \$0.25 per common unit. For the quarter, EBITDA totaled \$12.4 million, Adjusted EBITDA totaled \$12.6 million and Distributable Cash Flow amounted to \$9.3 million or \$0.62 per common unit. Please refer to the section included herein under the heading “Non-GAAP Financial Measures of “EBITDA”, “Adjusted EBITDA” and “Distributable Cash Flow” for a discussion of our use of non-GAAP adjusted financial information.

“We are gratified by the continued strong performance of the Partnership in its first full quarter as a public partnership,” said Chairman and CEO Joe Topper. “I am also extremely pleased to announce our \$0.015 per unit quarterly distribution increase. We are committed to growing our distributable cash flow and cash distributions and today’s announced financial results and distribution increase are a sign of the strength of that commitment,” Topper added.

Total revenue amounted to \$471.4 million for the quarter ended March 31, 2013, including \$461.2 million of aggregate revenues from fuel sales, which includes revenues from fuel sales to affiliates, and \$10.3 million of aggregate rent income, which includes rent income from affiliates. The aggregate gross profit from fuel sales amounted to \$10.3 million for the quarter. During the quarter, we distributed 149.7 million gallons of fuel resulting in a \$3.081 average selling price per gallon and a \$0.069 average margin per gallon. For the quarter ended March 31, 2012, on a pro forma basis, the Partnership distributed 132.8 million gallons of fuel at an average selling price of \$3.017 per gallon and an average margin of \$0.055 per gallon, resulting in a gross profit of \$7.2 million. The increase in gross profit from fuel sales for the first quarter 2013 relative to 2012 was due to the higher average fuel margin and higher overall fuel volume for the first quarter 2013 relative to 2012. The increase in fuel volume was due to the sites associated with Getty leases signed subsequent to the first quarter of 2012 and the Express Lane acquisition completed in the fourth quarter of 2012, offset by volume declines associated with certain dealer supply agreements that did not renew and marketplace declines in volume at certain sites. On a pro forma basis in the first quarter 2012, the Partnership recorded \$5.5 million in rental income. The increase in rent income in the first quarter 2013 relative to 2012 is due to the increased rent associated with the Getty leases and the Express Lane and Dunmore acquisitions.

Total expenses amounted to \$464.4 million for the quarter ended March 31, 2013, including rent expense of \$3.9 million, operating expenses of \$0.8 million, depreciation and amortization of \$4.8 million, and selling, general and

administrative expenses of \$3.9 million. For quarter ended March 31, 2012, pro forma total expenses amounted to \$402.1 million, including rent expense of \$2.0, operating expenses of \$0.7 million, depreciation and amortization of \$4.5 million and selling, general and administrative expenses of \$2.5 million. The increase in rent expense in the first quarter 2013 relative to 2012 is due to the increase in leasehold sites, primarily as the result of the Getty leases and, to a lesser extent, the Dunmore and Express Lane acquisitions. The increase in selling, general and administrative expenses in the first quarter 2013 relative to 2012 is primarily due to increased professional fees, taxes and public company expenses.

Leasing, Acquisition and Financing Activity

As previously announced, the Partnership leased 19 sites in the Cleveland market to 7-Eleven, Inc. during the quarter. 7-Eleven will rebrand the locations as “7-Eleven” and manage the convenience store operations. The Partnership will continue to supply fuel to the sites under a separate contract with its affiliate, Lehigh Gas-Ohio, LLC.

Credit Facility Expansion and Amendment

The Partnership announced today that it increased the size of its credit facility by \$75 million to \$324 million. In addition to the increase in the facility size, the facility was also amended to modify certain terms of the agreement to allow for greater leverage and flexibility in regards to acquisitions. A more detailed description of the credit facility amendment may be found in the Form 8-K filed today with the Securities and Exchange Commission. As of March 31, 2013, the Partnership had \$183.8 million of outstanding borrowings and \$50.7 million available for borrowing, net of outstanding borrowings and letters of credit, under the Partnership’s credit facility and before giving effect to the increase in the facility size described above.

Distributions to Unitholders

The Partnership announced today that the Board of Directors of its general partner approved a 3.4% increase in the Partnership’s cash distribution per unit from the current annual rate of \$1.75 per unit (\$0.4375 per quarter) to \$1.81 per unit (\$0.4525 per quarter). The increased distribution represents an annual distribution rate of 7.6% based on the Partnership’s common unit closing price on May 10, 2013 of \$23.76. The new quarterly distribution rate of \$0.4525

per unit commences with the payment of the first quarter cash distribution, payable on June 3, 2013 to all unitholders of record as of May 23, 2013. In reviewing its distribution policy, the Board determined that it will continue to evaluate the Partnership's distribution each quarter. It is the intent of the Partnership going forward to declare its quarterly cash distribution concurrently with its earnings release.

First Quarter Earnings Call

The management team of the Partnership will hold a conference call on Tuesday, May 14, 2013 at 9:30 AM EDT to discuss the fourth quarter results. The dial-in information for the call is

Live Dial-in Information:

Primary Dial-in #: 866-825-1709
Secondary Dial-in#: 617-213-8060
Participant Passcode: 75408397
Preregistration: No

Replay Dial-in Information

Available From: 5/14/2013 11:30 AM ET
Available To: 5/28/2013 11:59 PM ET
Primary Dial-in #: 888-286-8010
Secondary Dial-in #: 617-801-6888
Participant Passcode: 81027368

About Lehigh Gas Partners LP

Allentown, PA based Lehigh Gas Partners LP is a publicly-traded partnership engaged in the wholesale distribution of motor fuels, consisting of gasoline and diesel fuel, and is the owner and lessee of real estate used in the retail distribution of motor fuels. Lehigh Gas Partners owns and leases sites located in Pennsylvania, New Jersey, Ohio, New York, Massachusetts, Kentucky, New Hampshire, Florida and Maine. Since Lehigh Gas Corp (our predecessor) was founded in 1992, our business has generated revenues from the wholesale distribution of motor fuels to gas stations and from real estate leases.

Investor Contact:

Karen Yeakel
Vice President, Investor Relations
Lehigh Gas Partners
610-625-8126
kyeakel@lehighgas.com

Forward Looking and Cautionary Statements

This press release and oral statements made regarding the subjects of this release may contain forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995, or the Reform Act, which may include, but are not limited to, statements regarding our plans, objectives, expectations and intentions and other statements that are not historical facts, including statements identified by words such as "outlook," "intends," "plans," "estimates," "believes," "expects," "potential," "continues," "may," "will," "should," "seeks," "approximately," "predicts," "anticipates," "foresees," or the negative version of these words or other comparable expressions. All statements addressing operating performance, events, or developments that the Partnership expects or anticipates will occur in the future, including statements relating to revenue growth and earnings or earnings per unit growth, as well as statements expressing optimism or pessimism about future operating results, are forward-looking statements within the meaning of the Reform Act. The forward-looking statements are based upon our current views and assumptions regarding future events and operating performance and are inherently subject to significant business, economic and competitive uncertainties and contingencies and changes in circumstances, many of which are beyond our control. The statements in this press release are made as of the date of this press release, even if subsequently made available by us on our website or otherwise. We do not undertake any obligation to update or revise these statements to reflect events or circumstances occurring after the date of this press release.

Although the Partnership does not make forward-looking statements unless it believes it has a reasonable basis for doing so, the Partnership cannot guarantee their accuracy. Achieving the results described in these statements involves a number of risks, uncertainties and other factors that could cause actual results to differ materially, including the factors discussed in this report and those described in the "Risk Factors" section of the Partnership's Form 10-K filed on March 28, 2013 with the Securities and Exchange Commission as well as in the Partnership's other filings with the Securities and Exchange Commission. No undue reliance should be placed on any forward-looking statements.

**Lehigh Gas Partners LP
Combined and Pro Forma Statements of Operations
(\$ in thousands, except per unit amounts)**

Lehigh Gas Partners LP Statement of Operations For the 3 month period ending March 31, 2013 (unaudited)	Lehigh Gas Partners LP Pro Forma Statement of Operations For the 3 month period ending March 31, 2012 (unaudited)
------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------

Revenues:		
Revenues from fuel sales	218,304	270,826
Revenues from fuel sales to affiliates	242,865	129,806
Rent income	3,352	2,723
Rent income from affiliates	6,917	2,785
Revenues from retail merchandise and other	—	3
Total revenues	471,438	406,143
Costs and expenses:		
Cost of revenues from fuel sales	214,204	266,183
Cost of revenues from fuel sales to affiliates	236,699	127,204
Rent expense	3,884	2,048
Operating expenses	810	747
Depreciation and amortization	4,839	4,536
Selling, general and administrative expenses	3,917	2,468
(Gain) on sales of assets	—	(1,081)
Total costs and operating expenses	464,353	402,105
Operating income	7,085	4,038
Interest expense, net	(3,389)	(2,273)
Other income, net	504	718
Income from continuing operations before income taxes	4,200	2,483
Income tax expense from continuing operations	(443)	(75)
Income from continuing operations after income taxes	3,757	2,408
Income (loss) from discontinued operations	—	140
Net income (loss)	3,757	2,548
Net income allocated to common units	1,879	
Net income allocated to subordinated units	1,878	
Net income per common unit - basic and diluted	0.250	
Net income per subordinated unit - basic and diluted	0.250	
Weighted average limited partners' units outstanding - basic and diluted:		
Common units	7,525,858	
Subordinated units	7,525,000	

4

Pro Forma Supplemental Operating Metrics - (\$ in thousands, except per gallon amounts)

	Lehigh Gas Partners LP Three Month Period Ending March 31, 2013 (unaudited)	Lehigh Gas Partners LP Pro Forma Three Month Period Ending March 31, 2012 (unaudited)
Revenues from fuel sales	218,304	270,826
Revenues from fuel sales to affiliates	242,865	129,806
Revenues from fuel sales - aggregate	461,169	400,632
Cost of revenues from fuel sales	214,204	266,183
Cost of revenues from fuel sales to affiliates	236,699	127,204
Cost of revenues from fuel sales - aggregate	450,903	393,387
Gross profit from fuel sales - aggregate	10,266	7,245
Volume of gallons distributed (in millions)	149.7	132.8
Selling price per gallon	3.081	3.017
Margin per gallon	0.069	0.055
Capital Expenditures - Maintenance	83	687
Capital Expenditures - Expansion	160	500

Site Count

As of March 31, 2013, we distributed motor fuels to 779 sites in the following classes of business:

- 223 sites operated by Independent Dealers;
- 324 sites owned or leased by us and operated by LGO;
- 187 sites owned or leased by us and operated by Lessee Dealers; and
- 45 sites distributed through eight Sub-Wholesalers

5

Lehigh Gas Partners LP
Condensed Consolidated Balance Sheet
(\$ in thousands)
(unaudited)

	March 31, 2013	December 31, 2012
Assets		
Current assets:		
Cash and cash equivalents	8	4,768
Accounts receivable, net	2,536	3,700
Accounts receivable from affiliates	21,353	8,112
Other current assets	5,016	4,353
Total current assets	28,913	20,933
Property and equipment, net	238,947	243,022
Intangible assets, net	34,354	35,602
Deferred financing fees, net and other assets	11,680	10,617
Goodwill	5,636	5,636
Total assets	319,530	315,810
Liabilities and partners' capital		
Current liabilities:		
Lease financing obligations, current portion	2,462	2,187
Accounts payable	16,469	14,238
Motor fuel taxes payable	9,513	9,455
Income taxes payable	438	342
Accrued expenses and other current liabilities	5,303	3,890
Total current liabilities	34,185	30,112
Long-term debt	183,751	183,751
Lease financing obligations	73,147	73,793
Other long-term liabilities	14,561	13,609
Total liabilities	305,644	301,265
Partners' capital	13,886	14,545
Total liabilities and partners' capital	319,530	315,810

6

Non-GAAP Financial Measures of "EBITDA," "Adjusted EBITDA" and "Distributable Cash Flow"
(Presented on an Actual and / or Pro Forma Basis)

We use the non-GAAP financial measures (computed on an actual and pro forma basis) of "EBITDA", "Adjusted EBITDA" and "Distributable Cash Flow", in this press release. EBITDA represents net income before deducting interest expense, income taxes, and depreciation and amortization. Adjusted EBITDA represents EBITDA as further adjusted to exclude the gain or loss on sales of assets and certain non-cash items as deemed appropriate by management. Distributable Cash Flow represents Adjusted EBITDA less cash interest expense, maintenance capital expenditures, and income tax expense. EBITDA, Adjusted EBITDA, and Distributable Cash Flow are used as supplemental financial measures by management and by external users of our financial statements, such as investors and lenders, to assess:

- our financial performance and /or liquidity measures without regard to financing methods, capital structure or income taxes;
- our ability to generate cash sufficient to make distributions to our unitholders; and,
- our ability to incur and service debt and to fund pro forma capital expenditures.

In addition, Adjusted EBITDA is used as a supplemental financial measure by management and these external users of our financial statements to assess the operating performance of our business on a consistent basis by excluding the impact of sales of our assets and certain non-cash items as deemed appropriate by management which do not result directly from our wholesale distribution of motor fuel and /or our leasing of real property.

EBITDA, Adjusted EBITDA, and Distributable Cash Flow should not be considered alternatives to net income, net cash provided by operating activities, or any other measure of financial performance presented in accordance with GAAP. EBITDA, Adjusted EBITDA, and Distributable Cash Flow exclude some, but not all, items affecting net income and these measures may vary among other companies. Further, EBITDA, Adjusted EBITDA, and Distributable Cash Flow as presented below may not be comparable to similarly titled measures of other companies.

The following tables present reconciliations of both actual and pro forma EBITDA, actual and pro forma Adjusted EBITDA, and actual and pro forma Distributable Cash Flow to actual and pro forma net income, respectively, from continuing operations for each of the periods indicated.

7

Reconciliation of Net Income from Continuing Operations after Income Taxes to EBITDA and Adjusted EBITDA
(\$ in thousands)

Actual Three Months Ended March 31, 2013	Pro Forma Three Months Ended March 31, 2012
---------------------------------------------------	------------------------------------------------------

	(unaudited)	(unaudited)
Income from continuing operations after income taxes	3,757	2,408
Income from discontinued operations	—	140
Net Income	3,757	2,548
Plus:		
Depreciation and amortization	4,839	4,536
Income tax expense	443	75
Interest expense, net	3,389	2,273
EBITDA	12,428	9,432
Plus: Non-cash equity compensation	196	—
Less: Gains on sales of assets	—	(1,204)
Adjusted EBITDA	12,624	8,228

Computation of Distributable Cash Flow (\$ in thousands)

	Actual Three Months Ended March 31, 2013 (unaudited)
Adjusted EBITDA	12,624
Less:	
Cash interest expense	(2,760)
Maintenance capital expenditures	(83)
Income tax expense	(443)
Distributable Cash Flow	9,338

8

Pro Forma Financial Results

As presented herein in this press release, the (unaudited) pro forma financial statements of the Partnership are derived from the Partnership's (unaudited) historical combined financial statements as of and for the period January 1, 2012 to March 31, 2012 and have been prepared to give effect to formation of the Partnership, the contribution of certain assets, liabilities, and /or equity interests of the Lehigh Gas Entities (Predecessor) to the Partnership, the new Partnership credit facility agreement, the Offering, and use of proceeds from the Offering and related transactions.

The (unaudited) pro forma statement of operations gives effect to the adjustments as if they had occurred beginning January 1, 2012 for the period January 1, 2012 to March 31, 2012. As more fully discussed below, the pro forma adjustments are based upon currently available information and certain estimates and assumptions; therefore, actual adjustments will differ from the pro forma adjustments.

In connection with the Offering, certain assets, liabilities, and /or equity interests of the Predecessor were contributed to the Partnership, and the Partnership began providing wholesale fuel distribution services for LGO, an affiliate of the Predecessor, and other, unrelated third-party customers. The assets, liabilities and results of operations of the Predecessor for periods prior to their actual contribution to the Partnership are presented as the Predecessor.

The (unaudited) pro forma financial statements of the Partnership should be read together with the historical combined financial statements of the Predecessor and the consolidated financial statements of the Partnership included in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 and the Annual Report on Form 10-K for the year ended December 31, 2012, as filed with the U.S. Securities and Exchange Commission. The (unaudited) pro forma financial statements of the Partnership were derived by making certain adjustments to the historical combined financial statements of the Predecessor for the periods January 1, 2012 to March 31, 2012. As noted above, the pro forma adjustments are based on currently available information and certain estimates and assumptions; therefore, the actual adjustments may differ from the pro forma adjustments. However, management believes the estimates and assumptions provide a reasonable basis for presenting the significant effects of the transactions (as discussed below). Management also believes the pro forma adjustments give appropriate effect to those estimates and assumptions and that they are properly applied in the (unaudited) pro forma financial statements. The (unaudited) pro forma financial statements are not necessarily indicative of the results that actually would have occurred if the Partnership had assumed the operations of the Predecessor on the dates indicated nor are they indicative of future results, in part because of the exclusion of various operating expenses.

The unaudited pro forma combined financial statements principally include the following transactions:

- The contribution to the Partnership by the Predecessor of substantially all of its wholesale motor fuel distribution business, other than certain assets that do not fit our strategic or geographic plans, environmental indemnification assets, environmental liabilities, and certain other assets and liabilities;
- The contribution to the Partnership by the Predecessor of certain owned and leased properties;
- The issuance and sale by the Partnership of 6,900,000 common units to the public, at \$20.00 per common unit, with net proceeds to the Partnership of \$125.7 million, after deducting the underwriters' discount of 6.5% and a structuring fee of 0.5% (from the \$20.00 per common unit offering price) and \$2.6 million of offering expenses;
- The payment by the Partnership of an aggregate of \$6.8 million of transaction costs related to the offering and the new credit facility;
- The Partnership's entry into a new credit facility agreement with a revolving credit facility, which was drawn in part upon the closing of the Offering; and,
- U.S. federal and state income tax incurred by a taxable wholly-owned subsidiary of the Partnership.

9