

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): January 24, 2018

CrossAmerica Partners LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35711
(Commission File Number)

45-4165414
(IRS Employer
Identification No.)

515 Hamilton Street, Suite 200
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))

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

On and effective January 24, 2018, Matthew McCure resigned in his capacity as Vice President Operations of CrossAmerica GP LLC (the “General Partner”), to focus exclusively on Circle-K’s (as defined below) growing worldwide franchise business.

Also effective January 24, 2018 George Wilkins was appointed as an executive officer by the board of directors of the General Partner (the “Board”) and the principal operating officer of the General Partner and will continue in his role as Vice President of Operations.

George W. Wilkins, Vice President of Operations

Mr. Wilkins was appointed Vice President of Operations of our General Partner in October 2017. He has served as Vice President since July 2014. Previously, Mr. Wilkins was Wholesale General Manager of our General Partner since March 2012. During that time, he was responsible for growing and developing our network of dealer operated locations. Mr. Wilkins worked for LUKOIL North America, where he served as Director of Wholesale Operations and Marketing from 2010 - 2011 and as Brand Manager from 2004 – 2010. Mr. Wilkins has over 20 years of diverse experience working for major oil companies, including ConocoPhillips as East Coast Marketing Manager and Regional Strategy Manager for Mobil Oil Corporation. Mr. Wilkins holds a Bachelor of Science degree in Business Management from Drexel University, as well as an Executive MBA degree from Villanova University.

Mr. Wilkins does not have an employment contract with the General Partner. The General Partner does not directly employ the officers of the General Partner and does not have control over their compensation. The officers of the General Partner are employed by Circle K Stores, Inc. and its affiliates (“Circle K”), and they participate in Circle K’s employee benefit plans and arrangements. Circle K, a wholly owned subsidiary of Alimentation Couche-Tard Inc., is the indirect owner of the General Partner. There are no family relationships between any of the appointed officers of the General Partner and any other director or executive officer of the General Partner. There are no relationships of the officers that would require disclosure pursuant to Item 404(a) of Regulation S-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On January 24, 2018, in response to certain changes to the Internal Revenue Code enacted by the Bipartisan Budget Act of 2015 relating to partnership audit and adjustment procedures, the General Partner entered into the Third Amendment (the “Amendment”) to the First Amended and Restated Agreement of Limited Partnership of CrossAmerica Partners LP (the “Partnership”) dated as of October 30, 2012. The Amendment is effective as of January 1, 2018.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is filed as Exhibit 3.1 to this Current Report and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

On January 24, 2018, the Partnership issued a press release announcing that the Board approved a quarterly distribution of \$0.6275 per unit attributable to the fourth quarter of 2017 (annualized \$2.51 per unit), representing a 2.5% increase compared with the distribution per unit attributable to the fourth quarter of 2016. The distribution attributable to the fourth quarter is payable on February 12, 2018 to all unitholders of record on February 5, 2018.

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

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
3.1	Third Amendment to First Amended and Restated Agreement of Limited Partnership of CrossAmerica Partners LP effective as of January 1, 2018.
99.1	Press Release dated January 24, 2018, regarding the declaration of a distribution

SIGNATURE

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

Dated: January 24, 2018

CROSSAMERICA PARTNERS LP

By: CROSSAMERICA GP LLC, its general partner

By: /s/ Giovanna Rueda

Name: Giovanna Rueda

Title: Director, Legal Affairs and Corporate Secretary

**THIRD AMENDMENT TO
FIRST AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
CROSSAMERICA PARTNERS LP**

THIS THIRD AMENDMENT TO FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CROSSAMERICA PARTNERS LP (previously known as Lehigh Gas Partners LP), as amended by the First Amendment dated as of October 1, 2014 and the Second Amendment dated as of December 3, 2014 (as so amended, this "**Amendment**"), effective as of January 1, 2018, is entered into by CrossAmerica GP LLC, a Delaware limited liability company, as the general partner (the "**General Partner**"), pursuant to its authority granted in Section 13.1(d) of the First Amended and Restated Agreement of Limited Partnership, dated as of October 30, 2012 (the "**Partnership Agreement**"). Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

WHEREAS, Section 13.1(d) of the Partnership Agreement provides that the General Partner, without the approval of any other Partner, may amend any provision of the Partnership Agreement to reflect a change that the General Partner determines does not adversely affect the Limited Partners in any material respect; and

WHEREAS, the Board of Directors of the General Partner has determined that the standard set forth in Section 13.1(d) is satisfied; and

WHEREAS, the General Partner deems it in the best interest of the Partnership to effect this Amendment in order to update certain tax provisions in the Partnership Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

A. Amendments.

1. Section 1.1 of the Partnership Agreement is hereby amended to add the following definitions:

"**BBA**" means the Bipartisan Budget Act of 2015.

"**Imputed Underpayment**" means an imputed underpayment under Section 6225 of the Code, as amended by the BBA.

"**Partnership Representative**" has the meaning set forth in Section 6223 of the Code, as amended by the BBA.

"**Tax Matters Partner**" has the meaning set forth in Section 6231(a)(7) of the Code, prior to amendment by the BBA.

2. Section 9.3 of the Partnership Agreement is hereby amended and restated to read in its entirety as follows:

(a) For taxable years beginning on or before December 31, 2017, the General Partner is designated as the Tax Matters Partner. For each taxable year beginning after December 31, 2017, the General Partner shall be or shall designate the Partnership Representative and any other Persons necessary to conduct proceedings under Subchapter C of Chapter 63 of the Code (as amended by the BBA) for such year. Any such designated Person or Persons shall serve at the pleasure of, and act at the direction of, the General Partner. The Partnership Representative, as directed by the General Partner, shall exercise any and all authority of the "partnership representative" under the Code (as amended by the BBA), including, without limitation, (i) binding the Partnership and its Partners with respect to actions taken under Subchapter C of Chapter 63 of the Code (as amended by the BBA), and (ii) determining whether to make any available election under Section 6226 of the Code (as amended by the BBA).

(b) The General Partner (acting through the Partnership Representative to the extent permitted by Section 9.3(a)) is authorized and required to act on behalf of and represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and the General Partner is authorized to expend Partnership funds for professional services and costs associated therewith.

(c) Each Partner agrees to cooperate with the General Partner (or its designee) and to do or refrain from doing any or all things reasonably requested by the General Partner (or its designee) in its capacity as the Tax Matters Partner or the Partnership Representative, or as a person otherwise authorized and required to act on behalf of and represent the Partnership pursuant to Section 9.3(b).

(d) The General Partner is authorized to amend the provisions of this Agreement as appropriate to reflect the proposal or promulgation of Treasury Regulations implementing or interpreting the partnership audit, assessment and collection rules adopted by the BBA, including any amendments to those rules.

3. Section 9.4 of the Partnership Agreement is hereby amended and restated to read in its entirety as follows:

Section 9.4 *Withholding and other Tax Payments by the Partnership.*

(a) If taxes and related interest, penalties or additions to tax are paid by the Partnership on behalf of all or less than all the Partners or former Partners (including, without limitation, any payment by the Partnership of an Imputed Underpayment), the General Partner may treat such payment as a distribution of cash to such Partners, treat such payment as a general expense of the Partnership, or, in the case of an Imputed Underpayment, require that persons who were Partners of the Partnership in the taxable year to which the payment relates (including former Partners) indemnify the Partnership upon request for their allocable share of that payment, in each case as determined appropriate under the circumstances by the General Partner. The amount of any such indemnification obligation of, or deemed distribution of cash to, a Partner or former Partner in respect of an Imputed Underpayment shall be reduced to the extent

that the Partnership receives a reduction in the amount of the Imputed Underpayment which, in the determination of the General Partner, is attributable to actions taken by, the tax status or attributes of, or tax information provided by or attributable to, such Partner or former Partner pursuant to or described in Section 6225(c) of the Code (as amended by the BBA).

(b) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income or from a distribution to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3 or Section 12.4(c) in the amount of such withholding from such Partner.

B. Agreement in Effect. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.

C. Applicable Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of laws.

D. Severability. Each provision of this Amendment shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Amendment that are valid, enforceable and legal.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GENERAL PARTNER:

CROSSAMERICA GP LLC

By: /s/ Giovanna Rueda

Name: Giovanna Rueda

Title: Director, Legal Affairs and Corporate Secretary

[SIGNATURE PAGE TO AMENDMENT TO FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP]



CrossAmerica Partners LP Maintains Quarterly Distribution

- **Quarterly distribution of \$0.6275 per unit attributable to the fourth quarter of 2017**
- **Distribution is 2.5% increase in distributions per unit over fourth quarter of 2016**

ALLENTOWN, PA (January 24, 2018) – CrossAmerica Partners LP (NYSE: CAPL) announced today that the Board of Directors of its general partner has approved a quarterly distribution of \$0.6275 per unit attributable to the fourth quarter of 2017 (annualized \$2.51 per unit). This represents a 2.5% increase compared with the distribution per unit attributable to the fourth quarter of 2016. The distribution attributable to the fourth quarter is payable on February 12, 2018 to all unitholders of record on February 5, 2018.

CrossAmerica will host a conference call on February 27th at 9:00 a.m. Eastern Time to discuss fourth quarter and year-end 2017 earnings results, which will be released after the market closes on Monday, February 26.

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. Its general partner, CrossAmerica GP LLC, is a wholly owned subsidiary of Alimentation Couche-Tard Inc. 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 1,200 locations and owns or leases approximately 900 sites. With a geographic footprint covering 30 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.

Safe Harbor 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.

Note to Non-United States Investors: This release is intended to be a qualified notice under Treasury Regulation Section 1.1446-4(b). Brokers and nominees should treat one hundred percent (100%) of CrossAmerica Partners LP's distributions to non-U.S. investors as attributable to income that is effectively connected with a United States trade or business. Accordingly, CrossAmerica Partners LP's distributions to non-U.S. investors are subject to federal income tax withholding at the highest applicable effective tax rate.

Contact - Randy Palmer, Investor Relations, 210-692-2160