

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): February 20, 2024

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.)

645 Hamilton Street, Suite 400
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

On February 20, 2024, in connection with the Applegreen Acquisition (defined under Item 7.01 below), CrossAmerica Partners LP, a Delaware limited partnership (the “Partnership”), and its subsidiary, Lehigh Gas Wholesale Services, Inc., a Delaware corporation (together with the Partnership, the “Borrowers”), entered into an amendment (the “Amendment”) to the Borrowers’ Credit Agreement, dated as of April 1, 2019 (as amended and restated by the Amendment and Restatement Agreement, dated as of March 31, 2023, the “Credit Agreement”), among the 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 and collateral agent. The Amendment, among other things, modifies the definition of Consolidated EBITDA contained in the Credit Agreement to permit the full addback of certain lease termination expenses incurred in connection with the Applegreen Acquisition and the addback of other lease termination expenses incurred in connection with future transactions, subject to certain terms and conditions. The Amendment does not become effective until the closing of at least one transaction under the Applegreen Purchase Agreement (defined under Item 7.01 below). All other terms and conditions of the Credit Agreement remain in full force and effect.

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.

Item 7.01 Regulation FD Disclosure

On January 26, 2024, the Partnership entered into an agreement (“Applegreen Purchase Agreement”) to acquire certain assets from Applegreen Midwest LLC and Applegreen Florida, LLC (collectively, the “Sellers”) (the “Applegreen Acquisition”). The assets will be acquired via the termination of the Partnership’s existing lease agreements with the Sellers at 59 locations, for total consideration of \$16.9 million. The Partnership will also acquire for cash the inventory at the locations. The terms of the Partnership’s existing leases with Applegreen Midwest LLC and Applegreen Florida, LLC can be extended to 2049 and 2048, respectively, including all renewal options. The termination of the existing lease agreements pursuant to the Applegreen Purchase Agreement is contemplated to occur during the first and second quarters of 2024 and is subject to customary closing conditions. In addition, the Applegreen Purchase Agreement contains customary representations and warranties of the parties as well as indemnification obligations by the Sellers and the Partnership, respectively, to each other.

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

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	<u>First Amendment to Amended and Restated Credit Agreement, dated as of February 20, 2024, by and among CrossAmerica Partners LP, Lehigh Gas Wholesale Services, Inc., certain entities listed on the signature pages thereto, as guarantors, the lenders and L/C issuers party thereto, and Citizens Bank, N.A., as administrative agent and collateral agent</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

CrossAmerica Partners LP

By: CrossAmerica GP LLC
its general partner

By: /s/ Keenan D. Lynch

Name: Keenan D. Lynch

Title: General Counsel and Chief Administrative Officer

Dated: February 22, 2024

Exhibit 10.1

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Agreement") is entered into as of February 20, 2024, by and among CrossAmerica Partners LP, a Delaware limited partnership (the "Partnership"), Lehigh Gas Wholesale Services, Inc., a Delaware corporation ("Services" and, together with the Partnership, the "Borrowers"), the Guarantors (as defined below) party hereto, each of the Lenders and L/C Issuers party hereto and Citizens Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Borrowers, each of the entities listed on the signature pages hereto as a Guarantor (the "Guarantors" and, together with the Borrowers, collectively, the "Loan Parties"), 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 and restated by the Amendment and Restatement Agreement, dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"; the Existing Credit Agreement, as amended by this Agreement, the "Credit Agreement"); and

WHEREAS, the Borrowers wish to make certain amendments to the Existing Credit Agreement and, subject to the satisfaction of the conditions set forth herein, the Administrative Agent, the Collateral 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. Defined Terms. Capitalized terms used herein that are not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

SECTION 2. Amendment. Effective as of the First Amendment Effective Date (as defined below) the Existing Credit Agreement is hereby amended as follows:

2.1. The following new definitions are hereby inserted in Section 1.01 of the Existing Credit Agreement in appropriate alphabetical order:

"Applegreen Purchase Agreement" means the Applegreen Asset Purchase Agreement, dated as of January 26, 2024, among CAPL Retail LLC, as buyer and Applegreen Midwest LLC and Applegreen Florida, LLC, as sellers, as in effect on the date thereof or amended in a manner not materially adverse to the Partnership and its Subsidiaries.

"First Amendment Effective Date" has the meaning specified in the First Amendment to Amended and Restated Credit Agreement, dated as of February 20, 2024, and relating to this Agreement.

2.2. Clause (b)(ix) of the definition of "Consolidated EBITDA" appearing in Section 1.01 of the Existing Credit Agreement is hereby restated in its entirety to read as follows:

“(ix) early termination fees incurred in connection with the termination of contracts, including leases, in an aggregate amount (excluding lease termination fees payable under the Applegreen Purchase Agreement, which shall not be limited by, or use capacity under, the limitation set forth in this clause (ix)) not to exceed \$15,000,000 in any four (4) quarter fiscal period,”

SECTION 3. Conditions. The effectiveness of this Agreement is subject to the satisfaction of the following conditions (the date on which all such conditions are satisfied and/or waived, the “First Amendment Effective Date”):

3.1. The Administrative Agent shall have received the following, each in form and substance reasonably satisfactory to it:

(a) a duly executed and delivered counterpart of this Agreement signed by each Borrower, each other Loan Party party hereto and Lenders constituting the Required Lenders;

(b) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Borrower or Guarantor (or, if applicable, the General Partner acting on behalf such Person) 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 Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(c) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Borrower and Guarantor is duly organized or formed, and, to the extent available for entities validly existing and in good standing in such jurisdiction, that each Borrower and each Guarantor is validly existing and in good standing in its jurisdiction of organization or formation; and

(d) a certificate signed by a Responsible Officer of the Partnership certifying that the conditions specified in Section 3.2 below and Sections 4.02(a) and (b) of the Credit Agreement have been satisfied and attaching a true, correct and complete copy of the fully-executed Applegreen Purchase Agreement, which shall be reasonably satisfactory to the Administrative Agent and in full force and effect.

3.2. The initial closing shall have occurred (or simultaneously with the execution and delivery hereof, shall occur) under and in accordance with the Applegreen Purchase Agreement.

3.3. Unless waived by the Administrative Agent, the Borrowers 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 at least one (1) Business Day prior to the First Amendment Effective Date (or on the First Amendment Effective Date, if agreed by the Borrowers), 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 Borrowers and the Administrative Agent).

3.4. The Administrative Agent and the Lenders shall have received, three (3) Business Days prior to the First Amendment Effective Date (so long as such documentation and information has been reasonably requested in writing by the Administrative Agent and the Lenders at least seven (7) Business Days prior to the First Amendment Effective Date), all documentation and other information about the Borrowers and the Guarantors that they reasonably determine is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

Without limiting the generality of the provisions of Section 9.03(c) of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 3, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed First Amendment Effective Date specifying its objection thereto.

SECTION 4. Acknowledgments and Affirmations of the Loan Parties. Each Loan Party hereby expressly acknowledges the terms of this Agreement and confirms and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Agreement and the transactions contemplated hereby and thereby, (ii) its guarantee of the Obligations under the Guaranty and (iii) its grant of Liens on the Collateral to secure the Obligations pursuant to the Collateral Documents; provided that, on and after the effectiveness of this Agreement, each reference in the Credit Agreement and in each of the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import shall mean and be a reference to the Credit Agreement, as amended hereby. Without limiting the generality of the foregoing, the Collateral Documents to which such Loan Party is a party and all of the Collateral described therein do, and shall continue to secure, payment of all of the Obligations.

SECTION 5. Representations and Warranties. To induce the Administrative Agent and the Lenders party hereto to enter into this Agreement, the Borrowers and each other Loan Party hereby represent and warrant to the Administrative Agent and each Lender as follows:

5.1. Such Loan Party has the power and authority, and the legal right, to make, deliver and perform this Agreement 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 Agreement and all documents and instruments delivered in connection herewith, and this Agreement has been duly executed and delivered on behalf of such Loan Party.

5.2. This Agreement 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).

5.3. 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 Agreement 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.

5.4. On the First Amendment Effective Date, both at the time of and immediately after giving effect to this Agreement, 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 6. Reference to and Effect upon the Credit Agreement.

6.1. Except as specifically amended hereby, all terms, conditions, covenants, representations and warranties contained in the Existing 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.

6.2. The execution, delivery and effectiveness of this Agreement shall not directly or indirectly constitute (i) a novation of any of the Obligations under the Existing 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).

6.3. 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 Agreement and any agreements, instruments and other documents executed and/or delivered in connection herewith.

SECTION 7. Incorporation by Reference. The terms and provisions of Sections 10.10 (Counterparts; Integration; Effectiveness), 10.12 (Severability), 10.14 (Governing Law; Jurisdiction; Etc.) and 10.17 (Electronic Execution of Assignments and Certain Other Documents) of the Credit Agreement are hereby incorporated herein by reference, and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.

SECTION 8. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

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

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

PARTNERSHIP:

CROSSAMERICA PARTNERS LP

By: CrossAmerica GP LLC, its general partner

By: /s/ Charles M. Nifong, Jr.

Name: Charles M. Nifong, Jr

Title: President and Chief Executive Officer

SERVICES:

LEHIGH GAS WHOLESALE SERVICES, INC.

-

By: /s/ Charles M. Nifong, Jr.

Name: Charles M. Nifong, Jr.

Title: President and Chief Executive 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,
M & J OPERATIONS, LLC,
CAP WEST VIRGINIA HOLDINGS, LLC**

By: /s/ Charles M. Nifong, Jr.

Name: Charles M. Nifong, Jr.

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT]

LGP REALTY HOLDINGS LP

By: LGP Realty Holdings GP LLC,
its general partner

By: /s/ Charles M. Nifong, Jr.

Name: Charles M. Nifong, Jr.

Title: President and Chief Executive Officer

**CAPL RETAIL LLC,
CAPL JKM PARTNERS LLC,
CAPL JKM HOLDINGS LLC,
CAPL JKM WHOLESALE LLC,
JOE'S KWIK MARTS LLC**

By: /s/ Charles M. Nifong, Jr.

Name: Charles M. Nifong, Jr.

Title: President and Chief Executive Officer

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ADMINISTRATIVE AGENT:

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

By: /s/ Cynthia Matje

Name: Cynthia Matje

Title: Senior Vice President

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RESTATED 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**

Atlantic Union Bank,
as a Lender

By: /s/ Matthew Sawyer
Name: Matthew Sawyer
Title: Managing Director

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OTHER LOAN PARTY PARTY HERETO, EACH LENDER PARTY
HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

Bank of America, N.A.,
as a Lender

By: /s/ Richard R. Powell
Name: Richard R. Powell
Title: Senior Vice President

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HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

Capital One, National Association,
as a Lender

By: /s/ Paul Reutemann
Name: Paul Reutemann
Title: Duly Authorized Signatory

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SERVICES, INC., EACH OTHER LOAN PARTY PARTY HERETO, EACH
LENDER PARTY HERETO, AND CITIZENS BANK, N.A., AS
ADMINISTRATIVE AGENT**

Fifth Third Bank, National Association,
as a Lender

By: /s/ Nate Calloway
Name: Nate Calloway
Title: Corporate Banking Association, Officer

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LENDER PARTY HERETO, AND CITIZENS BANK, N.A., AS
ADMINISTRATIVE AGENT**

JP Morgan Chase Bank, N.A.,
as a Lender

By: /s/ Jason R. Williams
Name: Jason R. Williams
Title: Authorized Officer

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HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

Manufacturers and Traders Trust Company,
as a Lender and L/C Issuer

By: /s/ Michael Zile
Name: Michael Zile
Title: Senior Vice President

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HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

MUFG Bank, Ltd.,
as a Lender

By: /s/ Traci Bankston
Name: Traci Bankston
Title: Authorized Signatory

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HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

Raymond James Bank,
as a Lender

By: /s/ Mark Specht
Name: Mark Specht
Title: Senior Vice President

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HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

TD Bank, N.A.,
as a Lender

By: /s/ Richard A. Zimmerman
Name: Richard A. Zimmerman
Title: Managing Director

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OTHER LOAN PARTY PARTY HERETO, EACH LENDER PARTY
HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

Truist Bank,
as a Lender

By: /s/ Lisa Garling
Name: Lisa Garling
Title: Director

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OTHER LOAN PARTY PARTY HERETO, EACH LENDER PARTY
HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

Webster Bank, N.A.,
as a Lender

By: /s/ Samuel Pepe
Name: Samuel Pepe
Title: Managing Director

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HERETO, AND CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT**

Wells Fargo Bank, N.A.,
as a Lender

By: /s/ Joshua Alesch
Name: Joshua Alesch
Title: Managing Director

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