

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

CrossAmerica Partners LP

(Name of Issuer)

Common Units Representing Limited Partner Interests

(Title of Class of Securities)

22758A105

(CUSIP Number)

Gérard J. Sonnier
Senior Vice President, General Counsel and Corporate Secretary
CST Brands, Inc.
One Valero Way, Building D, Suite 200
San Antonio, TX 78249
(210) 692-5000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 2, 2015

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 13d-7(b) for other parties to whom copies are to be sent.

*The remainder of the cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	NAME OF REPORTING PERSON CST Brands, Inc.		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 12,913,502 ⁽¹⁾⁽²⁾	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 5,474,682 ⁽³⁾	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,913,502 ⁽¹⁾⁽²⁾		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="radio"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 39.0% ⁽⁴⁾		
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

(1) Represents (a) 5,136,584 common units representing limited partner interests (“Common Units”), or approximately 20.0% of the outstanding Common Units of CrossAmerica Partners LP (“CrossAmerica”), held by CST Services LLC (“CST Services”), an indirect wholly owned subsidiary of CST Brands, Inc. (“CST”); (b) 338,018 Common Units of CrossAmerica, or approximately 1.3% of the outstanding Common Units of CrossAmerica, held by CST Diamond Holdings LLC (“CST Diamond”), an indirect wholly owned subsidiary of CST; (c) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Shamrock Stations, Inc. (“CST Shamrock”), an indirect wholly owned subsidiary of CST; (d) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Arizona Stations, Inc. (“CST Arizona”), an indirect wholly owned subsidiary of CST; and (e) (i) 652,321 Common Units of CrossAmerica, or approximately 2.5% of the outstanding Common Units of CrossAmerica, and (ii) 6,786,499 subordinated units representing limited partner interests (“Subordinated Units”), or approximately 90.1% of the outstanding Subordinated Units of CrossAmerica, held by Joseph V. Topper, Jr., 2004 Irrevocable Agreement of Trust of Joseph V. Topper, Sr. and

Lehigh Gas Corporation (the former name of Dunne Manning Inc. and, collectively, the “Topper Group”). Represents the fact that (A) CST, CST USA Inc. (“CST USA”) and CST Services hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Services; (B) CST, CST USA, CST Services and CST Diamond hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Diamond; (C) CST, CST USA, CST Services and CST Shamrock hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Shamrock; (D) CST, CST USA, CST Services and CST Arizona hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Arizona; and (E) CST holds shared voting power over the Common Units of CrossAmerica and Subordinated Units of CrossAmerica held by the Topper Group.

The Subordinated Units of CrossAmerica may be converted into Common Units of CrossAmerica on a one-for-one basis upon the termination of the subordination period on or after December 31, 2015 under certain circumstances as set forth in the First Amended and Restated Agreement of Limited Partnership, as amended, of Lehigh Gas Partners LP (the former name of CrossAmerica), which is incorporated herein by reference to Exhibit 3.1 of CrossAmerica’s Current Report on Form 8-K filed with the Securities and Exchange Commission on October 30, 2012.

- (2) Beneficial ownership of the Common Units of CrossAmerica and Subordinated Units of CrossAmerica held by the Topper Group is being reported hereunder solely because CST may be deemed to have beneficial ownership of such securities as a result of the Voting Agreement (as defined in Item 3 below) entered into with the Topper Group as described herein. Neither the filing of this Amendment No. 3 to Schedule 13D nor any of its contents shall be deemed to constitute an admission by CST that it is the beneficial owner of any of the Common Units of CrossAmerica and Subordinated Units of CrossAmerica held by the Topper Group for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, or for any other purpose, and such beneficial ownership is expressly disclaimed.
- (3) Represents (a) 5,136,584 Common Units of CrossAmerica, or approximately 20.0% of the outstanding Common Units of CrossAmerica, held by CST Services; (b) 338,018 Common Units of CrossAmerica, or approximately 1.3% of the outstanding Common Units of CrossAmerica, held by CST Diamond; (c) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Shamrock; and (d) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Arizona. (i) CST, CST USA and CST Services hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Services; (ii) CST, CST USA, CST Services and CST Diamond hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Diamond; (iii) CST, CST USA, CST Services and CST Shamrock hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Shamrock; and (iv) CST, CST USA, CST Services and CST Arizona hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Arizona.
- (4) Based on 25,619,683 Common Units of CrossAmerica and 7,525,000 Subordinated Units of CrossAmerica outstanding as of October 1, 2015.

1.	NAME OF REPORTING PERSON CST USA Inc.		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input type="radio"/>		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 5,474,682 ⁽¹⁾	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 5,474,682 ⁽¹⁾	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,474,682 ⁽¹⁾		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="radio"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.5% ⁽²⁾		
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

(1) Represents (a) 5,136,584 Common Units of CrossAmerica, or approximately 20.0% of the outstanding Common Units of CrossAmerica, held by CST Services; (b) 338,018 Common Units of CrossAmerica, or approximately 1.3% of the outstanding Common Units of CrossAmerica, held by CST Diamond; (c) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Shamrock; and (d) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Arizona. (i) CST, CST USA and CST Services hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Services; (ii) CST, CST USA, CST Services and CST Diamond hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Diamond; (iii) CST, CST USA, CST Services and CST Shamrock hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Shamrock; and (iv) CST, CST USA, CST Services and CST Arizona hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Arizona.

(2) Based on 25,619,683 Common Units of CrossAmerica and 7,525,000 Subordinated Units of CrossAmerica outstanding as of October 1, 2015.

1.	NAME OF REPORTING PERSON CST Services LLC		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input type="radio"/>		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 5,474,682 ⁽¹⁾	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 5,474,682 ⁽¹⁾	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,474,682 ⁽¹⁾		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="radio"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.5% ⁽²⁾		
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

(1) Represents (a) 5,136,584 Common Units of CrossAmerica, or approximately 20.0% of the outstanding Common Units of CrossAmerica, held directly by CST Services; (b) 338,018 Common Units of CrossAmerica, or approximately 1.3% of the outstanding Common Units of CrossAmerica, held by CST Diamond; (c) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Shamrock; and (d) 40 Common Units of CrossAmerica, or approximately 0.00015% of the outstanding Common Units of CrossAmerica, held by CST Arizona. (i) CST, CST USA and CST Services hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Services; (ii) CST, CST USA, CST Services and CST Diamond hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Diamond; (iii) CST, CST USA, CST Services and CST Shamrock hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Shamrock; and (iv) CST, CST USA, CST Services and CST Arizona hold shared voting and dispositive power over the Common Units of CrossAmerica held by CST Arizona.

(2) Based on 25,619,683 Common Units of CrossAmerica and 7,525,000 Subordinated Units of CrossAmerica outstanding as of October 1, 2015.

ITEM 1. Security and Issuer.

This Amendment No. 3 to Schedule 13D (“Amendment No. 3”) relates to the common units representing limited partner interests (“Common Units”) and the subordinated units representing limited partner interests (“Subordinated Units”) in CrossAmerica Partners LP, a Delaware limited partnership (“CrossAmerica”). The address of the principal executive offices of CrossAmerica is 645 West Hamilton Street, Suite 500, Allentown, Pennsylvania 18101.

The Subordinated Units of CrossAmerica may be converted into Common Units of CrossAmerica on a one-for-one basis upon the termination of the subordination period on or after December 31, 2015 under certain circumstances, as set forth in the First Amended and Restated Agreement of Limited Partnership, as amended, of Lehigh Gas Partners LP (the former name of CrossAmerica), which is incorporated herein by reference to Exhibit 3.1 of CrossAmerica’s Current Report on Form 8-K filed with the Securities and Exchange Commission on October 30, 2012.

ITEM 2. Identity and Background.

(a) This Amendment No. 3 is being jointly filed by CST Brands, Inc., a Delaware corporation (“CST”), CST USA Inc., a Delaware corporation (“CST USA”) and CST Services LLC, a Delaware limited liability company (“CST Services”). CST Services is a wholly owned subsidiary of CST USA, which is in turn a wholly owned subsidiary of CST.

CST is a retailer of motor fuel and convenience merchandise items, with operations in the United States and eastern Canada. CST’s operations include (i) the sale of motor fuel at convenience stores, dealers/agents and cardlocks, (ii) the sale of convenience merchandise items and services at convenience stores, and (iii) the sale of heating oil to residential customers and heating oil and motor fuel to small commercial customers. CST indirectly owns 100% of the membership interests of CrossAmerica GP LLC, the general partner (the “General Partner”) of CrossAmerica.

(b) The address of the principal offices of each of CST, CST USA and CST Services is One Valero Way, Building D, Suite 200, San Antonio, TX 78249.

(c) Schedule I hereto sets forth the present principal occupation or employment of each director and executive officer of each of CST, CST USA and CST Services and the name, principal business and address of any corporation or other organization in which such employment is conducted. The information set forth in Schedule I hereto is incorporated herein by reference.

(d) Since May 1, 2013, each of CST, CST USA and CST Services has not, and, to the best of each of CST’s, CST USA’s and CST Services’ knowledge, during the last five years, each of the persons listed in Schedule I hereto has not, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) Since May 1, 2013, each of CST, CST USA and CST Services has not, and, to the best of each of CST’s, CST USA’s and CST Services’ knowledge, during the last five years, each of the persons listed in Schedule I hereto has not, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activity subject to, federal or state securities laws or finding any violations with respect to such laws.

(f) Each of the directors and officers of CST, CST USA and CST Services named in Schedule I to this Amendment No. 3, other than Mr. Stephen A. Smith, is a United States citizen. Mr. Stephen A. Smith is a citizen of Canada.

ITEM 3. Source and Amount of Funds or Other Consideration.

CrossAmerica Common Units Owned by CST Services

As disclosed in Amendment No. 1 to Schedule 13D filed with the Securities and Exchange Commission (“SEC”) on January 9, 2015, on January 2, 2015 (the “Closing”) CST Services completed the sale of a 5% limited partner interest in CST Fuel Supply LP (“CST Fuel”) to CrossAmerica in exchange for 1,497,946 Common Units of CrossAmerica. CST Fuel owns 100% of the issued and outstanding membership interests in CST Marketing and Supply LLC (“CSTMS”), which is a party to a fuel supply agreement with Valero Energy Corporation.

As described in CST's Current Report on Form 8-K filed with the SEC on June 15, 2015, on June 15, 2015 CST entered into a Fuel Supply Contribution Agreement with CrossAmerica and CST Services pursuant to which CST Services agreed to contribute an additional 12.5% limited partner interest in CST Fuel to CrossAmerica in exchange for aggregate consideration of (a) 3,303,208 Common Units of CrossAmerica and (b) cash in the amount of \$17,527,610.

Management Fee Payment

As described in CrossAmerica's Quarterly Report on Form 10-Q filed with the SEC on August 7, 2015, CrossAmerica entered into an Amended and Restated Omnibus Agreement (the "Amended Omnibus Agreement"), dated October 1, 2014, by and among CrossAmerica, Lehigh Gas Partners LP, Lehigh Gas GP LLC, Lehigh Gas Corporation, CST Services, Lehigh Gas-Ohio, LLC and, for limited purposes, Joseph V. Topper, Jr. (the "Amended Omnibus Agreement"), which amends and restates the Original Omnibus Agreement that was entered into in connection with CrossAmerica's initial public offering on October 30, 2012. Pursuant to the Amended Omnibus Agreement, CrossAmerica is required to pay to CST Services a management fee for providing services to CrossAmerica (the "Management Fee"). As approved by the independent conflicts committee of the General Partner and the executive committee of CST's board of directors, CrossAmerica and CST mutually agreed to settle the second quarter 2015 Management Fee due under the terms of the Amended Omnibus Agreement in newly issued Common Units of CrossAmerica in lieu of cash.

As a result, on July 16, 2015, CrossAmerica issued 145,056 Common Units of CrossAmerica, valued at \$4.4 million, to CST Services in connection with the amounts incurred for the three months ended June 30, 2015 under the terms of the Amended Omnibus Agreement.

CST Brands, Inc. Purchase Program of CrossAmerica Common Units

As described in CST's Current Report on Form 8-K filed with the SEC on September 21, 2015, the independent executive committee of the Board of Directors of CST approved a unit purchase program under Rule 10b-18 of the Securities Exchange Act of 1934, as amended, authorizing CST and its subsidiaries to purchase up to an aggregate of \$50 million of Common Units of CrossAmerica (the "Unit Purchase Program"). The Unit Purchase Program does not require CST to acquire any specific number of the Common Units of CrossAmerica and may be modified, suspended, extended or terminated by CST at any time without prior notice. On September 18, 2015, CST Services and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Broker") entered into a unit purchase plan engagement agreement, a copy of which is filed without its pricing information annex as Exhibit J to this Amendment No. 3, relating to the purchase of Common Units of CrossAmerica by the Broker on behalf of CST Services pursuant to a Rule 10b5-1 trading plan adopted by CST Services.

Since approval of the Unit Purchase Program, CST Services, funded from available cash on hand, has purchased 190,374 Common Units of CrossAmerica from September 21, 2015 to October 1, 2015 as follows:

Date	Number of Common Units	Avg. Weighted Price/Share	Type of Transaction
9/21/2015	20,000	\$24.1726	Open market purchase
9/22/2015	17,411	\$24.2494	Open market purchase
9/23/2015	20,000	\$23.8276	Open market purchase
9/24/2015	20,000	\$23.2306	Open market purchase
9/25/2015	20,000	\$23.4641	Open market purchase
9/28/2015	19,612	\$22.9253	Open market purchase
9/29/2015	30,500	\$21.6920	Open market purchase
9/30/2015	22,851	\$22.2263	Open market purchase
10/1/2015	20,000	\$23.5437	Open market purchase

CST Services plans to purchase additional Common Units of CrossAmerica pursuant to the Rule 10b5-1 trading plan in the public market, in privately negotiated transactions or otherwise and may determine to sell, trade or

otherwise dispose of all or some Common Units of CrossAmerica, or take other lawful action deemed to be in CST's best interests.

CrossAmerica Common Units Owned by CST Diamond, CST Shamrock and CST Arizona

As also described in CST's Current Report on Form 8-K filed with the SEC on June 15, 2015, on June 15, 2015, CST entered into a Real Estate Contribution Agreement with CST Diamond Holdings LLC ("CST Diamond"), Skipper Beverage Company, LLC, CST Shamrock Stations, Inc. ("CST Shamrock"), CST Arizona Stations, Inc. ("CST Arizona") and Big Diamond, LLC (collectively, the "CST Subsidiaries"), CrossAmerica and Lehigh Gas Wholesale Services, Inc. pursuant to which CST Diamond, CST Shamrock and CST Arizona agreed to contribute the membership interests in newly formed entities that hold the real property associated with 29 "new to industry" stores to CrossAmerica in exchange for aggregate consideration of (a) (i) 338,018 Common Units of CrossAmerica to CST Diamond, (ii) 40 Common Units of CrossAmerica to CST Shamrock and (iii) 40 Common Units of CrossAmerica to CST Arizona, and (b) cash in the amount of \$124,397,390.

CrossAmerica Common Units and Subordinated Units Owned by the Topper Group

As disclosed in the original Schedule 13D filed with the SEC on October 10, 2014, on October 1, 2014, CST completed the purchase of (i) 100% of the outstanding membership interests in the General Partner and (ii) 100% of the outstanding incentive distribution rights of CrossAmerica, for \$17 million in cash and 2,044,490 shares of CST common stock (the "Acquisition").

Concurrently with the closing of the Acquisition, CST entered into a Voting Agreement (the "Voting Agreement") with Joseph V. Topper, Jr., 2004 Irrevocable Agreement of Trust of Joseph V. Topper, Sr. and Lehigh Gas Corporation (the former name of Dunne Manning Inc. and, collectively, the "Topper Group") for the benefit of CST. Pursuant to the Voting Agreement, each member of the Topper Group agreed that at any meeting of the holders of Common Units or Subordinated Units of CrossAmerica it would vote (or cause to be voted) its Common Units or Subordinated Units of CrossAmerica that are subject to the Voting Agreement in accordance with the recommendations of the Board of Directors of the General Partner, which is wholly owned and controlled by CST. Under the terms of the Voting Agreement, the Topper Group also provided CST an irrevocable proxy to vote on the Topper Group's behalf in accordance with the recommendations of the Board of Directors of the General Partner. Accordingly, CST may be deemed to have acquired beneficial ownership of the Common Units of CrossAmerica and Subordinated Units of CrossAmerica held by the Topper Group and subject to the Voting Agreement, including any Common Units and Subordinated Units of CrossAmerica acquired after the date of the Voting Agreement.

The Voting Agreement will remain in effect with respect to any member of the Topper Group for so long as any such member is (i) a director or officer of CST or an affiliate thereof, including CrossAmerica, (ii) the beneficial owner of more than 3% of the outstanding common stock of CST, or (iii) the beneficial owner of 10% or more of the outstanding Common Units or Subordinated Units of CrossAmerica.

Pursuant to the terms of the Voting Agreement, the 70,000 Common Units of CrossAmerica acquired by the Topper Group from August 25, 2015 through August 27, 2015 (as disclosed in the Forms 4 filed with the SEC on August 25, 2015 and August 28, 2015) are subject to the Voting Agreement.

Neither CST USA nor CST Services may be deemed to beneficially hold the 652,321 Common Units of CrossAmerica and 6,786,499 Subordinated Units of CrossAmerica held by the Topper Group.

ITEM 4. Purpose of the Transaction.

The information set forth in Item 3 is incorporated herein by reference.

(a) See Item 3.

(b) N/A

(c) N/A

(d) N/A

(e) N/A.

(f) N/A.

(g) N/A.

(h) N/A.

(i) N/A.

(j) Other than as described above, each of CST, CST USA and CST Services currently has no plans or proposals which relate to, or may result in, any of the matters listed in Items 4(a) – (i) of this Amendment No. 3.

ITEM 5. Interest in Securities of the Issuer.

(a)-(b) Beneficial ownership of the Common Units of CrossAmerica and Subordinated Units of CrossAmerica referred to herein is being reported hereunder because (i) CST Services directly holds 5,136,584 Common Units of CrossAmerica, representing approximately 20.0% of the outstanding Common Units of CrossAmerica, (ii) CST and CST USA may be deemed to beneficially hold 5,136,584 Common Units of CrossAmerica held by CST Services, (iii) CST, CST USA and CST Services may be deemed to beneficially hold 338,018 Common Units of CrossAmerica held by CST Diamond, representing approximately 1.3% of the outstanding Common Units of CrossAmerica, 40 Common Units of CrossAmerica held by CST Shamrock, representing 0.00015% of the outstanding Common Units of CrossAmerica, and 40 Common Units of CrossAmerica held by CST Arizona, representing 0.00015% of the outstanding Common Units of CrossAmerica, and (iv) as a result of the Voting Agreement, CST may be deemed beneficially hold 652,321 Common Units of CrossAmerica, representing approximately 2.5% of the outstanding Common Units of CrossAmerica, and 6,786,499 Subordinated Units of CrossAmerica, representing approximately 90.1% of the outstanding Subordinated Units of CrossAmerica, held by the Topper Group. Neither CST nor CST USA directly owns any Common Units or Subordinated Units of CrossAmerica.

In the aggregate, as of October 1, 2015, (i) CST, CST USA and CST Services hold shared voting and dispositive power to vote or dispose of 5,474,682 Common Units of CrossAmerica held by CST Services, CST Diamond, CST Shamrock and CST Arizona and (ii) CST holds shared voting power to vote or direct the vote of 6,127,003 Common Units of CrossAmerica and 6,786,499 Subordinated Units of CrossAmerica, which together represent an aggregate of approximately 39.0% of the outstanding Common Units of CrossAmerica and Subordinated Units of CrossAmerica. Neither CST USA nor CST Services holds voting or dispositive power over the Common Units of CrossAmerica and Subordinated Units of CrossAmerica held by the Topper Group.

Pursuant to Rule 13d-4 of the Act, however, CST expressly declares that neither the filing of this Amendment No. 3 nor any of its contents shall be deemed to constitute an admission by CST that it is the beneficial owner of any of the Common Units of CrossAmerica or Subordinated Units of CrossAmerica held by the Topper Group and referred to herein for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, or for any other purpose, and such beneficial ownership is expressly disclaimed.

Except as set forth in this Amendment No. 3, each of CST, CST USA and CST Services does not, and, to the best of each of CST's, CST USA's and CST Services' knowledge, each of its executive officers and directors does not, beneficially own any Common Units or Subordinated Units of CrossAmerica.

- Kimberly S. Lubel, Chief Executive Officer and President of CST, CST USA and CST Services owns 5,600 Common Units of CrossAmerica, representing 0.017% of the outstanding Common Units of CrossAmerica
- Charles H. Adams, Senior Vice President and Chief Marketing Officer of CST and Senior Vice President of CST USA owns 1,000 Common Units of CrossAmerica, representing 0.003% of the outstanding Common Units of CrossAmerica
- Stephan F. Motz, Executive Vice President and Chief Strategy Officer of CST and Senior Vice President of CST USA owns 10,600 Common Units of CrossAmerica, representing 0.032% of the outstanding Common Units of CrossAmerica

- Anthony P. Bartys, Senior Vice President and Chief Operating Officer of CST and CST Services and Senior Vice President of CST USA owns 500 Common Units of CrossAmerica, representing 0.001% of the outstanding Common Units of CrossAmerica

(c) Except as otherwise disclosed herein, each of CST, CST USA and CST Services has not, and, to the best of each of CST's, CST USA's and CST Services' knowledge, each of the persons listed in Schedule I hereto has not, effected any transaction in Common Units or Subordinated Units of CrossAmerica during the past 60 days, except as disclosed herein.

- On August 11, 2015, Kimberly S. Lubel, Chief Executive Officer and President, purchased 2,500 Common Units of CrossAmerica.

(d) N/A.

(e) N/A.

ITEM 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Other than as described in this Amendment No. 3, to the knowledge of CST, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of CrossAmerica, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

ITEM 7. Material to Be Filed as Exhibits.

Exhibit Number	Description
Exhibit A	First Amended and Restated Agreement of Limited Partnership of Lehigh Gas Partners LP (the former name of CrossAmerica) (filed as Exhibit 3.1 to CrossAmerica's Current Report on Form 8-K (File No. 001-35711) filed on October 30, 2012 and incorporated herein in its entirety by reference).
Exhibit B	First Amendment to First Amended and Restated Agreement of Limited Partnership of Lehigh Gas Partners LP, dated as of October 1, 2014 (filed as Exhibit 3.2 to CrossAmerica's Current Report on Form 8-K (File No. 001-35711) filed on October 3, 2014 and incorporated herein in its entirety by reference).
Exhibit C	Second Amendment to First Amended and Restated Agreement of Limited Partnership of CrossAmerica Partners LP, dated as of December 3, 2014 (filed as Exhibit 3.2 to CrossAmerica's Current Report on Form 8-K (File No. 001-35711) filed on December 9, 2014 and incorporated herein in its entirety by reference).
Exhibit D	Voting Agreement, dated as of October 1, 2014, by and between CST Brands, Inc., Joseph V. Topper, Jr., 2004 Irrevocable Agreement of Trust of Joseph V. Topper Sr. and Lehigh Gas Corporation (filed as Exhibit 10.4 to CrossAmerica's Current Report on Form 8-K. (File No. 001-35711) filed on October 3, 2014 and incorporated herein in its entirety by reference).
Exhibit E	Contribution Agreement, dated as of December 16, 2014, by and among, CST Brands, Inc., CST Services LLC and CrossAmerica Partners LP.
Exhibit F	Joint Filing Agreement, dated as of January 9, 2015, by and among CST Brands, Inc., CST USA Inc. and CST Services LLC (filed as Exhibit 99.D to CST's Amendment No. 1 to Schedule 13D filed on January 9, 2015 and incorporated herein in its entirety by reference).
Exhibit G	Fuel Supply Contribution Agreement, dated as of June 15, 2015, by and among CST Brands, Inc., CST Services LLC and CrossAmerica Partners LP (filed as Exhibit 2.1 to CrossAmerica's Current Report on Form 8-K (File No. 001-35711) filed on June 15, 2015 and incorporated herein in its entirety by reference).
Exhibit H	Real Estate Contribution Agreement, dated as of June 15, 2015, by and among CST Brands, Inc., CST Diamond Holdings LLC, Big Diamond, LLC, Skipper Beverage Company, LLC, CST Shamrock Stations, Inc., CST Arizona Stations, Inc., CrossAmerica Partners LP and Lehigh Gas Wholesale Services, Inc. (filed as Exhibit 2.2 to CrossAmerica's Current Report on Form 8-K (File No. 001-35711) filed on June 15, 2015 and incorporated herein in its entirety by reference).
Exhibit I	Amended and Restated Omnibus Agreement dated as of October 1, 2014, by and among Lehigh Gas Partners LP, Lehigh Gas GP LLC, Lehigh Gas Corporation, CST Services, LLC, Lehigh Gas-Ohio, LLC and, for limited purposes, Joseph V. Topper, Jr. (filed as Exhibit 10.2 to CrossAmerica's Current Report on Form 8-K (File No. 001-35711) filed on October 3, 2014 and incorporated herein in its entirety by reference).
Exhibit J	Unit Purchase Plan Engagement Agreement, dated September 18, 2015, between CST Services, LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (excluding Annex A).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 2, 2015

CST BRANDS, INC.

By: /s/ Gérard J. Sonnier
Gérard J. Sonnier
Senior Vice President, General Counsel and Corporate Secretary

CST USA INC.

By: /s/ Gérard J. Sonnier
Gérard J. Sonnier
Senior Vice President, General Counsel and Corporate Secretary

CST SERVICES LLC

By: /s/ Gérard J. Sonnier
Gérard J. Sonnier
Senior Vice President, General Counsel and Corporate Secretary

SCHEDULE I

**EXECUTIVE OFFICERS OF CST BRANDS, INC.
AS OF OCTOBER 1, 2015**

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>
Kimberly S. Lubel	Chairman of the Board, Chief Executive Officer and President
Clayton E. Killinger	Executive Vice President and Chief Financial Officer
Anthony P. Bartys	Senior Vice President and Chief Operating Officer
Stephan F. Motz	Executive Vice President and Chief Strategy Officer
Charles H. Adams	Senior Vice President and Chief Marketing Officer

All individuals named in the above table are employed by CST Services LLC, a wholly owned subsidiary of CST USA, Inc., which in turn is a wholly owned subsidiary of CST Brands, Inc. The address of CST Services LLC's principal executive office is One Valero Way, Building D, Suite 200, San Antonio, TX 78249.

**DIRECTORS OF CST BRANDS, INC.
AS OF OCTOBER 1, 2015**

<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>TITLE</u>	<u>PRINCIPAL OCCUPATION AND EMPLOYER</u>
Kimberly S. Lubel	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Chairman of the Board, Chief Executive Officer and President	Not applicable.
Alan Schoenbaum	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Lead Director	Co-Founder BuildGroup
Donna M. Boles	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	Not applicable.
Roger G. Burton	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	Roger G. Burton, CPA
Ruben M. Escobedo	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	Not applicable.
Denise Incandela	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	President of Digital and Global Ecommerce Ralph Lauren Corporation
William G. Moll	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	Not applicable.
Stephen A. Smith	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	Executive Vice President and Chief Financial Officer Jackman Reinvention Inc.
Joseph V. Topper, Jr.	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	Chief Executive Officer CrossAmerica Partners LP
Michael H. Wargotz	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Director	Chairman Axxcess Ventures

**EXECUTIVE OFFICERS OF CST USA INC.
AS OF OCTOBER 1, 2015**

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>
Kimberly S. Lubel	Chief Executive Officer and President
Clayton E. Killinger	Executive Vice President and Chief Financial Officer
Anthony P. Bartys	Senior Vice President
Stephan F. Motz	Senior Vice President
Charles H. Adams	Senior Vice President
Henry P. Martinez	Senior Vice President
G�rard J. Sonnier	Senior Vice President, Secretary and General Counsel
Tammy V. Floyd	Vice President and Controller
Evan Smith	Vice President and Treasurer
James W. Maxey	Vice President
Kevin J. Sheehan	Vice President
Maria (Lulu) Schroeder	Vice President

All individuals named in the above table are employed by CST Services LLC, a wholly owned subsidiary of CST USA, Inc., which in turn is a wholly owned subsidiary of CST Brands, Inc. The address of CST Services LLC's principal executive office is One Valero Way, Building D, Suite 200, San Antonio, TX 78249.

**SOLE DIRECTOR OF CST USA INC.
AS OF OCTOBER 1, 2015**

<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>TITLE</u>	<u>PRINCIPAL OCCUPATION AND EMPLOYER</u>
Kimberly S. Lubel	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Chief Executive Officer and President	Not applicable.

**EXECUTIVE OFFICERS OF CST SERVICES LLC
AS OF OCTOBER 1, 2015**

<u>NAME</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>
Kimberly S. Lubel	Sole Manager, Chief Executive Officer and President
Clayton E. Killinger	Executive Vice President and Chief Financial Officer
Anthony P. Bartys	Senior Vice President and Chief Operating Officer
Paul C. Clark	Senior Vice President
G�rard J. Sonnier	Senior Vice President, Secretary and General Counsel
Evan Smith	Vice President and Treasurer
Tammy V. Floyd	Vice President and Controller
Maria Schroeder	Vice President - Tax
Douglas M. Miller	Vice President
John Reinhart	Vice President

All individuals named in the above table are employed by CST Services LLC. The address of CST Services LLC's principal executive office is One Valero Way, Building D, Suite 200, San Antonio, TX 78249.

**SOLE MANAGER OF CST SERVICES LLC
AS OF OCTOBER 1, 2015**

<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>TITLE</u>	<u>PRINCIPAL OCCUPATION AND EMPLOYER</u>
Kimberly S. Lubel	One Valero Way, Building D, Suite 200, San Antonio, TX 78249	Sole Manager, Chief Executive Officer and President	Not applicable.

UNIT PURCHASE PLAN ENGAGEMENT AGREEMENT

This Unit Purchase Plan Engagement Agreement, dated as of September 18, 2015 (this “**Agreement**”), is made between CST Services, LLC (the “**Purchaser**”), a wholly owned subsidiary of CST Brands, Inc., and Merrill Lynch, Pierce, Fenner & Smith Incorporated (“**Broker**”), acting as agent for the Purchaser to purchase common units representing limited partner interests (the “**Securities**”) in CrossAmerica Partners LP (the “**Company**”), a publicly traded Delaware limited partnership.

WHEREAS, the Purchaser desires to establish a trading plan (subject to the terms and provisions of this Agreement, the “**Plan**”) that qualifies for the affirmative defense provided by Rule 10b5-1 (“**Rule 10b5-1**”) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and, because the Purchaser is an “affiliated purchaser” (as defined in Rule 10b-18 (“**Rule 10b-18**”) under the Exchange Act) of the Company, also qualifies for the safe harbor provided by Rule 10b-18; and

WHEREAS, the Purchaser wishes to engage Broker as its exclusive agent to make purchases of the Securities on its behalf under the Plan.

NOW, THEREFORE, the parties agree as follows:

1. The Purchaser hereby engages the Broker as the Purchaser’s exclusive agent to purchase the Securities during the term of this Agreement. Subject to the terms and conditions set forth herein, Broker hereby accepts such appointment and engagement.
2. A. Broker is authorized to begin purchasing the Securities as agent for the Purchaser pursuant to the Plan on Monday, September 21, 2015, after the execution of this Agreement by all parties hereto, and shall cease purchasing the Securities on the Termination Date (as defined below). The time period beginning on the date purchases are to first be made to the date of the termination of the Plan is referred to herein as the “**Plan Period**”.
B. (i) On each Trading Day during the Plan Period, Broker shall purchase as agent for the Purchaser and for the account of the Purchaser, the lesser of the (a) maximum number of Securities that the Company, together with its affiliated purchasers, could purchase under Rule 10b-18 and (b) number of Securities that Broker is able, subject to market conditions and principles of best execution, to purchase as agent for the Purchaser and for the account of the Purchaser on such Trading Day using commercially reasonable means in accordance with the guidelines set forth below in **Annex A** (the “**Guidelines**”). The Purchaser shall pay to Broker a commission of \$0.02 per Security so purchased.
(ii) A “Trading Day” is any day during the Plan Period that the New York Stock Exchange (the “**Principal Market**”) is open for business and the Securities trade regular way on the Principal Market.
(iii) Any Securities so purchased shall be purchased under ordinary principles of best execution at the then-prevailing market price. Subject to the terms set forth in this Agreement, Broker shall have full discretion with respect to the execution of all purchases, and each of the Company and the Purchaser acknowledges and agrees that neither the Purchaser nor the Company shall exercise, and shall not attempt to exercise, any influence over how, when or whether to effect such purchases of Securities pursuant to the Plan. Each of the Purchaser and the Company acknowledges and agrees that, in acting under this Agreement, Broker will be an independent contractor and will not be acting as the Purchaser’s or Company’s trustee or fiduciary or in any similar capacity. Payment for the purchase price of Securities purchased under the Plan for the account of the Purchaser, plus applicable commission, will be delivered to Broker’s account, which Broker shall specify in writing to the Purchaser from time to time, on a normal three-day settlement basis.
(iv) In the event that Broker, in its discretion, determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Broker, and including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D-G, Regulation 14E and Regulation M under the Exchange Act, the “**Requirements**”) for Broker to refrain from purchasing Securities or to purchase fewer than the otherwise applicable number of Units set forth in the Guidelines (such amounts, the “**Number of Units to be Purchased**”) on any Trading Day during the Plan Period, then Broker may, in its discretion, elect that the Number of Units to be

Purchased for such Trading Day shall be reduced for such day to an amount determined by Broker in its discretion as appropriate with regard to any Requirements.

(v) The Number of Units to be Purchased (and the corresponding purchase price limits or ranges) set forth in the Guidelines shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Securities or any change in capitalization with respect to the Company or any similar event that occurs during the Plan Period, as determined by Broker in good faith and a commercially reasonable manner.

C. Broker may purchase Securities on the Principal Market, any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Broker shall use good faith efforts to execute all purchase transactions under this Agreement in accordance with the timing, price and volume restrictions contained in subparagraphs (2), (3) and (4) of Rule 10b-18(b) (taking into account any applicable Securities and Exchange Commission or Staff no-action letters or interpretations as appropriate and subject to any delays between execution and reporting of a trade of Securities on the applicable securities exchange or quotation system and other circumstances reasonably beyond Broker's control). Nothing herein shall preclude the purchase by Broker of the Securities for its own account, or the solicitation or execution of purchase or sale orders of the Securities for the account of Broker's clients. Please be advised that, due to the manual process involved in executing and reporting trades on the floor of the New York Stock Exchange (the "NYSE"), a trade that is otherwise compliant with the price restrictions of Rule 10b-18 may appear to have been effected outside of the price restriction. Such a condition typically occurs as a result of the delays inherent in the NYSE specialist process of reporting a trade to the Consolidated System (as defined in Rule 10b-18(a)(6)). In those instances in which there is a delay between the execution and reporting of a trade by the specialist on the NYSE floor, a trade reported to the Consolidated System by another market may cause the NYSE trade report to appear as an "uptick", i.e., a trade executed at a price higher than the highest independent bid or last sale price. These conditions are more likely to occur in actively traded stocks.

D. It is the intent of the parties that this Agreement and the Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) of the Exchange Act, and the parties agree that this Agreement shall be interpreted to comply with the requirements of Rule 10b5-1(c).

3. Each of the Purchaser and the Company represents, warrants, agrees, acknowledges and covenants, severally (with respect to itself only) and not jointly, to the following, to the extent specified below:

- (i) the Purchaser represents and warrants that it is not entering this Agreement "on the basis of" (as defined in Rule 10b5-1(b) under the Exchange Act) any material nonpublic information concerning the Securities or the business, operations or prospects of the Company and is entering into this Agreement in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1;
- (ii) the Purchaser represents and warrants that purchases of Securities pursuant to this Agreement are not prohibited or restricted by any legal, regulatory or contractual restriction or undertaking binding on the Purchaser, the Company, its affiliates or its subsidiaries;
- (iii) each of the Purchaser and the Company covenants and agrees that it will not, during the Plan Period, enter into any Securities repurchase agreement with any other broker or dealer;
- (iv) each of the Purchaser and the Company covenants and agrees that it shall immediately notify Broker if the representations in clauses (ii) or (iii) become inaccurate during the Plan Period;
- (v) each of the Purchaser and the Company represents and warrants that the information that it provided to Broker on or prior to the date hereof, relating to any block purchases by the Purchaser, the Company or any affiliated purchasers during the current calendar week and the four preceding calendar weeks, was accurate and complete;

- (vi) each of the Purchaser and the Company agrees to not take any action that would cause the purchases of Securities hereunder not to comply with Rule 10b-18 or Rule 10b5-1 (including without limitation, entering into or altering any corresponding or hedging transaction or position with respect to the Securities);
- (vii) each of the Purchaser and the Company covenants and agrees that during the Plan Period, it shall not, and shall cause its officers or employees not to, directly or indirectly, communicate any material nonpublic information relating to the Company or the Securities to employees of Broker involved in executing purchases of the Securities under this Agreement;
- (viii) each of the Purchaser and the Company covenants and agrees that except for Broker's covenant in the second sentence of Section 2.C. above, it shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Company, the Securities, the Purchaser and/or the transactions contemplated hereby, as applicable, including, without limitation, reporting and filing requirements under Section 13 of the Exchange Act, Section 16 of the Exchange Act, or Regulation 14E under the Exchange Act;
- (ix) the Purchaser acknowledges and agrees that (a) it is not relying, and has not relied, upon Broker or any affiliate of Broker with respect to the legal, accounting, tax or other implications of this Agreement and that it has conducted its own analyses of the legal, accounting, tax and other implications hereof, (b) neither Broker nor any affiliate of Broker has acted as its advisor in any capacity in connection with this Agreement or the transactions contemplated hereby and (c) the Purchaser is entering into this Agreement with a full understanding of all of the terms and risks hereof (economic and otherwise), has adequate expertise in financial matters to evaluate those terms and risks and is capable of assuming (financially and otherwise) those risks;
- (x) the Company covenants and agrees that it shall notify Broker prior to the opening of trading of the Securities prior to the public announcement of any merger transaction that will affect the volume calculation under Rule 10b-18 and provide Broker with the information relating to actual purchases by the Company during the three calendar months preceding such announcement (unless Broker already has such information relating to actual purchases by the Company) and the Purchaser acknowledges that if either the Purchaser or the Company does not provide such notice and information to Broker, Broker may in its discretion cease any purchase activity hereunder after such an announcement is made until such time as either the Purchaser or the Company provides Broker with the necessary information;
- (xi) each of the Purchaser and the Company covenants and agrees that it shall notify Broker prior to the opening of trading of the Securities of any affiliated purchasers (other than the Purchaser) that may occur on such Trading Day and each of the Purchaser and the Company acknowledges that purchases of Securities by any such affiliated purchaser (including without limitation any purchases caused or influenced by any action of the Purchaser) may cause the Number of Units to be Purchased on any Trading Day to be reduced pursuant to Section 2. B (iv) above;
- (xii) each of the Purchaser and the Company covenants and agrees that it shall not make any "Rule 10b-18 purchase" (as such term is defined in Rule 10b-18(a)(13)) outside of this Plan during the Plan Period other than through Broker; and
- (xiii) the Purchaser represents and warrants that the Purchaser's intention to purchase Securities as contemplated hereby will have been publicly disclosed prior to the commencement of the Plan Period.

4. A. This Agreement and the Plan shall terminate on the Termination Date. "**Termination Date**" means the earliest to occur of (i) any Optional Termination Date (as defined below), (ii) the date on which any Required Termination Notice (as defined below) is received by Broker, (iii) the date that the Purchaser or any other

person publicly announces a tender or exchange offer with respect to the Securities or a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the Securities as a result of which the Securities are to be exchanged or converted into shares or units of another company, (iv) the date that Broker becomes aware of the commencement or impending commencement of any voluntary or involuntary proceedings in respect of or triggered by either the Purchaser's or Company's bankruptcy or insolvency, and (v) the date that the Broker purchases the aggregate notional dollar amount of Securities set forth in the Guidelines.

B. This Agreement may be terminated by either party hereto on written notice to the other party in accordance with Section 9 below (the date of any such termination, an "**Optional Termination Date**"). Any such notice from the Purchaser to Broker shall not indicate the reasons for the termination or otherwise communicate any material nonpublic information about the Company or the Securities to Broker.

C. If, at any time during the Plan Period, any legal or regulatory restriction that is applicable to the Purchaser, the Securities, the Company or the Company's affiliates would prohibit any purchase pursuant to the Plan, including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D-G, Regulation 14E and Regulation M under the Exchange Act, the Purchaser agrees to give Broker notice of such restriction in accordance with the notice provisions below as soon as practicable (such notice, a "**Required Termination Notice**"). Such notice shall not include any information about the nature of the restriction or its applicability to the Purchaser or the Company or otherwise communicate any material nonpublic information about the Company or the Securities to Broker.

D. Notwithstanding the termination of this Agreement, the Purchaser shall be solely responsible for any purchases made by Broker on the Purchaser's behalf prior to Broker's receipt of any notice of termination, and if Broker receives such notice, Broker may nevertheless be entitled to make, and the Purchaser shall be solely responsible for, a purchase hereunder pursuant to a bid made before such notice is received by Broker.

E. Broker may transfer or assign its rights and obligations hereunder and under the Agreement, in whole or in part, to any registered broker-dealer under common control with Broker without the consent of the Purchaser.

5. In the event that Broker or any of its affiliates and their directors, officers, employees or agents (collectively, "**Indemnified Persons**") becomes involved in any capacity in any action, proceeding or investigation brought by or against any person in connection with any matter referred to in this Agreement, the Purchaser and the Company shall reimburse Indemnified Persons for its reasonable legal and other out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith promptly, and shall indemnify and hold Indemnified Persons harmless against any losses, claims, damages or liabilities to which Indemnified Persons may become subject in connection with any such action, proceeding or investigation. The Purchaser and the Company also agree that Indemnified Persons shall not have any liability to the Purchaser and the Company for or in connection with any matter referred to in this Agreement except to the extent that any losses, claims, damages, liabilities or expenses incurred by the Purchaser and the Company result from the gross negligence, willful misconduct or bad faith of Indemnified Persons or a breach by Broker of any of its covenants or obligations hereunder. The provisions of this Section 5 shall survive the termination of this Agreement.

6. The parties hereto agree and acknowledge that Broker is a "stockbroker" within the meaning of Section 101(53A) of Title 11 of the United States Code (the "**Bankruptcy Code**"). The parties hereto further agree and acknowledge that this Agreement is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, and Broker is entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 546(e) and 555 of the Bankruptcy Code.

7. This Agreement may be amended or modified only by a writing signed by the parties hereto and provided that any such modification or amendment shall only be permitted at a time when the Purchaser is otherwise permitted to effect purchases under this Agreement and at a time when neither the Company nor the Purchaser are aware of any material nonpublic information concerning the Company or the Securities and in connection with any such amendment or modification that the Purchaser shall represent that such amendment or modification is being made in good faith and not as part of a plan or scheme to evade Rule 10b5-1. Any actions taken by the Purchaser, the Company or its affiliated purchasers during the Plan Period that may affect the volume limit under Rule 10b-18 may constitute amendments of the Plan and will be taken in good faith and not as part of any plan to evade Rule 10b5-1. Upon any amendment or modification of this Agreement or the Plan (other than those referred to in the

immediately preceding sentence), the Company and the Purchaser shall immediately deliver to Broker a letter substantially in the form of **Exhibit A** hereto.

8. This Agreement constitutes the entire agreement between the parties with respect to the Plan and supercedes any prior agreements or understandings with regard to the Plan. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall constitute a single, binding agreement.

9. All notices to Broker under this Agreement shall be given to Broker, Attention: Jake Mendelsohn, by (i) facsimile at 415-835-2514 followed by telephonic confirmation at 646-855-8900, (ii) by email to jake.mendelsohn@baml.com or (iii) by certified mail or overnight courier to the address below:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower at One Bryant Park
New York, NY 10036
Attention: Jake Mendelsohn, Managing Director

With a copy to
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower at One Bryant Park
New York, NY 10036
Attention: Peter Tucker, Assistant General Counsel

All notices to the Purchaser and the Company under this Agreement shall be given to Company, attention Evan Smith, by (i) email to evan.smith@cstbrands.com, (ii) by fax at 210-522-8583 followed by telephonic confirmation at 210-692-2677 or by (iii) certified mail or overnight courier to the address below:

CST Brands, Inc.
CST Services LLC
One Valero Way
Building D, Suite 200
San Antonio, Texas 78249
Attention: Evan Smith, Vice President and Treasurer

10. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY PROCEEDINGS OR DISPUTES.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first written above.

CST SERVICES LLC

By: /s/ Evan Smith
Evan Smith
Vice President and Treasurer

CROSSAMERICA PARTNERS LP

By: /s/ Evan Smith
Evan Smith
Vice President and Treasurer

**MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED**

By: /s/ Jake Mendelsohn
Jake Mendelsohn
Managing Director

EXHIBIT A

[Company Letterhead]

[Date]

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower at One Bryant Park
New York, NY 10036
Attn: Jake Mendelsohn

Re: [Amendment/Modification/Waiver] of Unit Purchase Plan Engagement Agreement

Ladies and Gentlemen:

Reference is made to the Unit Purchase Plan Engagement Agreement (the “**Repurchase Agreement**”) dated as of September 18, 2015 between CST Services LLC (the “**Purchaser**”), CrossAmerica Partners LP (the “**Company**”) and Merrill Lynch, Pierce, Fenner & Smith Incorporated (“**Broker**”). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Repurchase Agreement.

In connection with the [amendment/modification/waiver] of the Repurchase Agreement, each of the Purchaser and the Company (severally and not jointly) hereby represents and warrants to Broker that on the date hereof the Purchaser is not aware of any material nonpublic information regarding the Company or the Securities, and that its decision to [amend/modify/seek a waiver of] the Repurchase Agreement was made in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Securities Exchange Act of 1934, as amended.

Very truly yours,

CST SERVICES LLC

By

Name:

Title:

CROSSAMERICA PARTNERS LP

By

Name:

Title:

Acknowledged and agreed to as of
the date first above written,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By:

Name:

Title: