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):
August 6, 2015 (July 31, 2015)

Commission file number: 001-35653

Sunoco LP
(Exact name of registrant as specified in its charter)

Delaware	**30-0740483**
(State or other jurisdiction of Incorporation or organization)	**(IRS Employer Identification No.)**

555 East Airtex Drive
Houston, TX 77073
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (832) 234-3600

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.01 Completion of Acquisition or Disposition of Assets.

Acquisition of Shares of Capital Stock of Susser Holdings Corporation

On July 31, 2015, Sunoco LP (the "Partnership") completed the previously announced acquisition contemplated by the Contribution Agreement dated as of July 14, 2015 (the "Contribution Agreement") with Susser Holdings Corporation (the "Company"), Heritage Holdings, Inc. ("HHI"), ETP Holdco Corporation ("ETP Holdco" and together with HHI, the "Contributors" and each, a "Contributor"), Sunoco GP LLC, the general partner of the Partnership (the "General Partner"), and Energy Transfer Partners, L.P. ("ETP"). Pursuant to the terms of the Contribution Agreement, the Partnership acquired from the Contributors 100% of the issued and outstanding shares of capital stock of the Company ("Acquired Interests") (the "Transaction"). Pursuant to the terms of the Contribution Agreement, ETP agreed to guarantee all of the obligations of the Contributors under the Contribution Agreement.

The Company operates retail convenience stores under its proprietary Stripes ® and Sac-N-Pac ™ brands, primarily located in the Texas market with additional locations in New Mexico and Oklahoma, offering merchandise, food service, motor fuel and other services. Stripes ® is a leading independent operator of convenience stores in Texas based on store count and retail motor fuel volumes sold. The Company's operations also include wholesale consignment sales and transportation operations. Prior to the consummation of the Transaction, the Company indirectly owned 79,308 common units representing limited partner interests of the Partnership ("common units") and 10,939,436 subordinated units representing limited partner interests of the Partnership ("subordinated units"), in the aggregate representing a 30.7% limited partner interest in the Partnership.

Subject to the terms and conditions of the Contribution Agreement, upon the closing of the Transaction the Partnership paid to the Contributors approximately $966.9 million in cash ("Cash Consideration"), subject to certain post-closing working capital adjustments set forth in the Contribution Agreement, and issued to the Contributors 21,978,980 Class B Units representing limited partner interests of the Partnership ("Class B Units"). The Class B Units are identical to the common units in all respects, except such Class B Units are not entitled to distributions payable with respect to the second quarter of 2015. The Class B Units will convert, on a one-for-one basis, into common units on the day immediately following the record date for the Partnership's second quarter 2015 distribution. Pursuant to the terms of the Contribution Agreement, (i) the Company caused its wholly owned subsidiary to exchange its 79,308 common units for 79,308 Class A Units representing limited partner interests in the Partnership ("Class A Units") and (ii) the 10,939,436 subordinated units held by wholly owned subsidiaries of the Company were converted into 10,939,436 Class A Units. The Class A Units are entitled to receive distributions on a pro rata basis with the common units, except that the Class A Units (a) do not share in distributions of cash to the extent such cash is derived from or attributable to any distribution received by the Partnership from Susser Petroleum Property Company LLC ("PropCo"), the Partnership's indirect wholly owned subsidiary, the proceeds of any sale of the membership interests of PropCo, or any interest or principal payments received by the Partnership with respect to indebtedness of PropCo or its subsidiaries and (b) are subordinated to the common units during the subordination period for the subordinated units and are not entitled to receive any distributions until holders of the common units have received the minimum quarterly distribution plus any arrearages in the payment of the minimum quarterly distribution from prior quarters. Furthermore, the Class A Units (a) do not have the right to vote on any matter except as otherwise required by any non-waivable provision of law, (b) will not be convertible into common units or any other unit of the Partnership and (c) will not be allocated any items of income, gain, loss, deduction or credit attributable to the Partnership's ownership of, or sale or other disposition of, the membership interests of PropCo, or the Partnership's ownership of any indebtedness of PropCo or any of its subsidiaries. Distributions made to holders of Class A Units will be disregarded for purposes of determining distributions on the Partnership's incentive distribution rights. In addition, the Partnership issued 79,308 common units and 10,939,436 subordinated units to the Contributors (together with the Class B Units, the "Unit Consideration") to restore the economic benefit of the common units and subordinated units held by wholly owned subsidiaries of the Company that were exchanged or converted, as applicable, into Class A Units. The Unit Consideration was issued and sold to the Contributors in private transactions exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act").

The General Partner holds a non-economic general partner interest in the Partnership. After giving effect to the Transaction, ETP currently (i) indirectly owns common units and subordinated units representing an approximately 50.7% limited partner interest in the Partnership, (ii) indirectly owns the non-economic general partner interest in the Partnership through ETP's ownership of the General Partner and (iii) directly owns 100% of the outstanding incentive distribution rights in the Partnership. HHI and ETP Holdco are indirect wholly owned subsidiaries of ETP. A special committee (the "Special Committee") of the Board of Directors of the General Partner (the "Board") evaluated the Transaction on behalf of the Partnership and retained independent legal and financial advisors to assist it in evaluating the Transaction. In recommending the Transaction to the Board, the Special Committee based its decision in part on an opinion from its independent financial advisor that the consideration to be paid by the Partnership in the Transaction is fair, from a financial point of view, to the Partnership and the unitholders of the Partnership who are unaffiliated with the General Partner and ETP.

The foregoing description of the Contribution Agreement is not complete and is qualified in its entirety by reference to the full text of the Contribution Agreement, which is filed as Exhibit 2.1 to the Partnership's Current Report on Form 8-K filed on July 15, 2015 and is incorporated by reference into this Item 2.01.

Item 3.02 Unregistered Sales of Equity Securities.

On July 31, 2015, the Partnership completed the Transaction pursuant to which (i) it issued the Unit Consideration to the Contributors as partial consideration for the Transaction as described above, (ii) the Company caused its wholly owned subsidiary to exchange the 79,308 common units for 79,308 Class A Units and (iii) the 10,939,436 subordinated units held by wholly owned subsidiaries of the Company were converted into 10,939,436 Class A Units. The Unit Consideration and the Class A Units were issued in private transactions exempt from registration under Section 4(a)(2) of the Securities Act. The information relating to the Contribution Agreement set forth under the heading "Acquisition of Shares of Capital Stock of Susser Holdings Corporation" under Item 2.01 is incorporated by reference into this Item 3.02.

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

On July 31, 2015, the General Partner entered into Amendment No. 2 to the First Amended and Restated Agreement of Limited Partnership of the Partnership, as amended (the "Amendment"), effective as of July 31, 2015, governing the operation of the Partnership. Pursuant to the Amendment, the General Partner authorized the issuance of the Class A Units and the Class B Units having the rights and obligations set forth under the heading "Acquisition of Shares of Capital Stock of Susser Holdings Corporation" under Item 2.01.

The above description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed hereto as Exhibit 3.1 and is incorporated by reference into this Item 5.03. The information relating to the Class A Units and the Class B Units set forth under the heading "Acquisition of Shares of Capital Stock of Susser Holdings Corporation" under Item 2.01 is incorporated by reference into this Item 5.03.

Item 7.01. Regulation FD Disclosure.

On July 31, 2015, the Partnership issued a press release announcing the completion of the Transaction. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated by reference herein.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1 hereto, 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 Item 7.01 of this Current Report on Form 8-K shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act, except as otherwise expressly stated in such filing.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The following financial statements of the Company were filed as Exhibit 99.4 and Exhibit 99.5 to the Partnership's Current Report on Form 8-K filed on July 15, 2015 and are incorporated by reference into this Item 9.01(a):

- Audited Consolidated Financial Statements as of December 31, 2014 and December 29, 2013 and for the periods from September 1, 2014 through December 31, 2014 and December 30, 2013 through August 31, 2014, and the years ended December 29, 2013 and December 30, 2012 of Susser Holdings Corporation; and
- Unaudited Consolidated Financial Statements as of March 31, 2015 and for the three month periods ended March 31, 2015 and 2014 of Susser Holdings Corporation.

(b) Pro Forma Financial Information.

The following pro forma financial statements of the Partnership reflecting (i) the consummation of the Partnership's acquisitions of Mid-Atlantic Convenience Stores, LLC on October 1, 2014 and Aloha Petroleum, Ltd. on December 16, 2014 and the related financing, (ii) the consummation of the Partnership's acquisition of a 31.58% interest in Sunoco, LLC on April 1, 2015 and the related financing and (iii) the consummation of the Transaction and the related financing, were prepared in accordance with

Article 11 of Regulation S-X, were filed as Exhibit 99.5 to the Partnership's Current Report on Form 8-K filed on July 17, 2015 and are incorporated by reference into this Item 9.01(b):

- Unaudited pro forma condensed combined balance sheet as of March 31, 2015;
- Unaudited pro forma condensed combined statement of operations for the three months ended March 31, 2015 and the year ended December 31, 2014; and
- Notes to unaudited pro forma combined financial statements.

(d) Exhibits.

Exhibit Number	Description
3.1	Amendment No. 2 to the First Amended and Restated Agreement of Limited Partnership of Sunoco LP.
99.1	Press Release dated July 31, 2015.
99.2	Audited Consolidated Financial Statements as of December 31, 2014 and December 29, 2013 and for the periods from September 1, 2014 through December 31, 2014 and December 30, 2013 through August 31, 2014, and the years ended December 29, 2013 and December 30, 2012 of Susser Holdings Corporation (incorporated by reference to Exhibit 99.4 of the Current Report on Form 8-K filed by the Partnership on July 15, 2015).
99.3	Unaudited Consolidated Financial Statements as of March 31, 2015 and for the three month periods ended March 31, 2015 and 2014 of Susser Holdings Corporation (incorporated by reference to Exhibit 99.5 of the Current Report on Form 8-K filed by the Partnership on July 15, 2015).
99.4	Unaudited Pro Forma Combined Financial Statements of Sunoco LP (incorporated by reference to Exhibit 99.5 of the Current Report on Form 8-K filed by the Partnership on July 17, 2015).

SIGNATURES

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

SUNOCO LP

By: SUNOCO GP LLC,
its General Partner

Date: August 6, 2015

By: /s/ Clare McGrory
Name: Clare McGrory
Title: Executive Vice President, Chief Financial Officer and Treasurer

SUNOCO LP

EXHIBIT INDEX

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Exhibit 3.1

AMENDMENT NO. 2 TO

FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

OF

SUNOCO LP

July 31, 2015

This Amendment No. 2 (this "***Amendment No. 2***") to the First Amended and Restated Agreement of Limited Partnership of Sunoco LP (the "***Partnership***"), dated as of September 25, 2012, as amended by Amendment No. 1 thereto dated as of October 27, 2014 (as so amended, the "***Partnership Agreement***") is hereby adopted effective as of July 31, 2015, by Sunoco GP LLC, a Delaware limited liability company (the "***General Partner***"), as general partner of the Partnership. Capitalized terms used but not defined herein have the meaning given such terms in the Partnership Agreement.

WHEREAS, the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement (i) pursuant to Section 13.1(d)(i) of the Partnership Agreement to reflect a change that the General Partner determines does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect, (ii) pursuant to Section 13.1(g) of the Partnership Agreement to reflect an amendment that the General Partner determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests pursuant to Section 5.6 of the Partnership Agreement, or (iii) pursuant to Section 13.1(j) of the Partnership Agreement to reflect an amendment that the General Partner determines is necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4 or Section 7.1(a) of the Partnership Agreement; and

WHEREAS, pursuant to Section 13.3(c) of the Partnership Agreement, if the General Partner determines that an amendment does not satisfy the requirements of Section 13.1(d) of the Partnership Agreement because it adversely affects one or more classes of Partnership Interests, as compared to other classes of Partnership Interests, in any material respect, such amendment shall only be required to be approved by the adversely affected class or classes; and

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement dated as of July 15, 2015 (the "***Contribution Agreement***") by and among Susser Holdings Corporation, a Delaware corporation ("***SHC***"), ETP Holdco Corporation, a Delaware corporation ("***ETP Holdco***"), Heritage Holdings, Inc., a Delaware corporation ("***HHI***"), the Partnership, the General Partner and Energy Transfer Partners, L.P., a Delaware limited partnership ("***ETP***"), the Partnership has agreed to authorize the issuance of two new classes of Partnership Interests designated as "Class A Units" and "Class B Units" having the rights, preferences and privileges set forth in this Amendment No. 2; and

WHEREAS, pursuant to the Contribution Agreement, SHC has agreed (i) to cause Stripes LLC, a Texas limited liability company and a wholly owned subsidiary of SHC (" ***Stripes LLC*** "), to exchange the existing Common Units it holds in the Partnership for, and (ii) to allow conversion of the existing Subordinated Units it holds in the Partnership through Stripes No. 1009 LLC, a Texas limited liability company and a wholly owned subsidiary of SHC (" ***Stripes 1009*** ") and Stripes LLC, into, units of a new class of Partnership Interests to be designated as "Class A Units"; and

WHEREAS, pursuant to the Contribution Agreement, ETP Holdco and HHI have agreed to receive units of a new class of Partnership Interests to be designated as "Class B Units" as partial consideration for the contribution by ETP Holdco and HHI of all of the outstanding shares of capital stock of SHC to the Partnership; and

WHEREAS, the General Partner has determined that the creation of the new classes of Partnership Interests to be designated as "Class A Units" and "Class B Units" provided for in this Amendment No. 2 will be in the best interests of the Partnership and beneficial to the Limited Partners, including the holders of the Common Units; and

WHEREAS, Stripes LLC and Stripes 1009, in their capacities as Limited Partners holding all of the outstanding Subordinated Units, have consented to and approved this Amendment No. 2, including without limitation the provisions that provide for the conversion of the outstanding Subordinated Units into Class A Units; and

WHEREAS, ETP, in its capacity as the sole holder of the Incentive Distribution Rights, has consented to and approved this Amendment No. 2, including without limitation the provisions that provide for conversion of the outstanding Subordinated Units into Class A Units; and

WHEREAS, the General Partner has determined, (i) pursuant to Section 13.1(d)(i) of the Partnership Agreement, that the changes to the Partnership Agreement set forth herein do not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect, (ii) pursuant to Section 13.1(g) of the Partnership Agreement, that the amendments to the Partnership Agreement set forth herein are necessary and appropriate in connection with the creation, authorization and issuance of the issuance of the Class A Units and Class B Units, and (iii) pursuant to Section 13.1(j) of the Partnership Agreement, that the amendments to the Partnership Agreement set forth herein are necessary or advisable to reflect, account for and deal with appropriately the investment by the Partnership in any corporation, partnership, joint venture, limited liability company or other entity other than the Operating Partnership; and

WHEREAS, the General Partner has determined that, pursuant to Section 13.3(c) of the Partnership Agreement, to the extent that the amendments providing for the conversion of the outstanding Subordinated Units and setting forth the terms of the Class A Units adversely affect the Subordinated Units as a class of Partnership Interests and the Incentive Distribution Rights as a class of Partnership Interests, as compared to the other classes of Partnership Interests, in any material respect, such amendments shall only be required to be approved by the holders of the Subordinated Units as a separate class (which approval has been received) and by the holders of the Incentive Distribution Rights (which approval has been received);

NOW THEREFORE, the General Partner does hereby amend the Partnership Agreement as follows:

Section 1. Amendment.

a. Section 1.1 of the Partnership Agreement is hereby amended to add or amend and restate the following definitions in the appropriate alphabetical order:

"Class A Unit" means a Partnership Interest having the rights and obligations specified with respect to Class A Units in this Agreement.

"Class B Conversion Effective Date" has the meaning assigned to such term in Section 5.13(b).

"Class B Unit" means a Partnership Interest having the rights and obligations specified with respect to Class B Units in this Agreement.

"Common Unit" means a Partnership Interest having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not refer to or include any Subordinated Unit or any Class B Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

"Limited Partner Interest" means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Subordinated Units, Class A Units, Class B Units, Incentive Distribution Rights or other Partnership Interests or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement.

"Propco" means Susser Petroleum Property Company LLC, a Delaware limited liability company.

"Propco Available Cash" means any and all cash or cash equivalents on hand derived from or attributable to (i) any distribution or dividend received by the Partnership (directly or indirectly) from Propco or the proceeds of any sale of the membership interests of Propco received by the Partnership (directly or indirectly) or (ii) any interest or principal payments received by the Partnership (directly or indirectly) with respect to indebtedness of Propco or its subsidiaries.

" ***Propco Items*** " means the income, gains, losses, deductions and credits which are attributable to the Partnership's ownership (directly or indirectly) of, or sale or other disposition of, the membership interests of Propco or the Partnership's ownership (directly or indirectly) of any indebtedness of Propco or any of its subsidiaries, including any such income, gains, losses and deductions included in Net Termination Gain or Net Termination Loss.

" ***Unit*** " means a Partnership Interest that is designated as a "Unit" and shall include Common Units, Subordinated Units, Class A Units and Class B Units, but shall not include (i) the General Partner Interest or (ii) Incentive Distribution Rights.

b. Article V of the Partnership Agreement is hereby amended by adding a new Section 5.12 at the end thereof as follows:

"5.12 Establishment of Class A Units.

(a) *General* . The General Partner hereby designates and creates a series of Units to be designated as "Class A Units" and initially consisting of a total of 11,018,744 Class A Units. The initial Class A Units shall be issued to SHC (i) upon the exchange of the Common Units held by SHC (the " ***Common Exchange*** ") pursuant to and in accordance with the Contribution Agreement, and (ii) upon the conversion of the Subordinated Units held by SHC in accordance with the following sentence, and the Common Units and Subordinated Units which are so exchanged or converted shall be cancelled upon the issuance of the Class A Units with respect thereto. Immediately after the effective time of this Amendment No. 2, and immediately after the Common Exchange (but prior to the contribution of SHC to the Partnership in accordance with the Contribution Agreement), each Subordinated Unit Outstanding shall be and hereby is reclassified and converted into one fully paid and nonassessable Class A Unit. In accordance with Section 5.6, the General Partner shall have the power and authority to issue additional Class A Units in the future.

(b) *Rights of Class A Units* . The Class A Units shall have the following rights, preferences and privileges and shall be subject to the following duties and obligations (and such rights, preferences, privileges and duties shall continue, and the Class A Units shall continue to be deemed Outstanding to the extent of such rights, preferences, privileges and duties, if and when such Class A Units are held by any Group Member, notwithstanding any provision in Section 7.11 to the contrary):

(i) *Initial Capital Account* . The initial Capital Account with respect to each Class A Unit will be equal to the Capital Account of each Common Unit and each Subordinated Unit held by SHC exchanged and converted on the date of the issuance of the corresponding Class A Unit.

(ii) *Voting Rights* . The Class A Units shall not have any voting rights, except as otherwise required by any non-waivable provision of law. With respect to any matter on which the Class A Units are entitled to vote, each Class A Unit will be entitled to one vote on such matter.

(iii) *Redemption and Conversion Rights* . The Class A Units shall be perpetual and shall not have any rights of redemption or conversion.

(iv) *Registrar and Transfer Agent.* Unless and until the General Partner determines to assign the responsibility to another Person, the General Partner shall act as the Transfer Agent for the Class A Units.

(v) *Allocations* . The Class A Units will be entitled to allocations of Partnership items of income, gain, loss and deduction pursuant to Sections 6.1 and 6.2. For purposes of Section 6.1(c), (A) allocations of Net Termination Gain and Net Termination Loss during the Subordination Period shall be made to the Class A Units to the same extent as such items would be so allocated if such Class A Units were Subordinated Units that were then Outstanding, and (B) allocations of Net Termination Gain and Net Termination Loss after the Subordination Period shall be made to the Class A Units to the same extent as such items would be so allocated if such Class A Units were Common Units that were then Outstanding. Notwithstanding the above, the Class A Units will not be entitled to receive an allocation of any Propco Items.

(vi) *Distributions* . The Class A Units will be entitled to distributions as provided in Sections 6.4, 6.5 and 12.4, but will not be entitled to receive any distributions of Propco Available Cash.

(vii) *Certificates* . The Class A Units shall be evidenced by certificates in such form as the General Partner may approve and, subject to the satisfaction of any applicable legal, regulatory and contractual requirements, may be assigned or transferred in a manner identical to the assignment and transfer of other Units.

c. Article V of the Partnership Agreement is hereby amended by adding a new Section 5.13 at the end thereof as follows:

"5.13 Establishment of Class B Units.

(a) *General* . The General Partner hereby designates and creates a series of Units to be designated as "Class B Units" and initially consisting of a total of 21,978,980 Class B Units. The Class B Units shall be issued to HHI and ETP Holdco in accordance with the terms of the Contribution Agreement.

(b) *Conversion* .

(i) All Class B Units shall automatically convert into Common Units on a one-for-one basis (subject to adjustment in Section 5.9 in the event of any split-up, combination or similar event affecting the Common Units or other Units that occurs prior to the Class B Conversion Effective Date) on the first Business Day following

the Record Date for the distribution for the Quarter ended June 30, 2015 (the " ***Class B Conversion Effective Date*** ") without any further action by the holders thereof. The terms of the Class B Units shall be changed, automatically and without further action, on the Class B Conversion Effective Date so that each Class B Unit is converted into one Common Unit and, immediately thereafter, none of the Class B Units shall be Outstanding; provided , however , that such converted Class B Units will remain subject to the provisions of Section 5.13(b)(ii) and Section 6.1(d)(x).

(ii) Subject to the provisions of Section 5.13(b)(iii) , immediately prior to the transfer of a Class B Unit that has converted into a Common Unit by the holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph apply), the Capital Account maintained for such Person with respect to its converted Class B Units will (X) first, be allocated to the converted Class B Units to be transferred in an amount equal to the product of (a) the number of converted Class B Units to be transferred and (b) the Per Unit Capital Amount for a Common Unit, and (Y) second, any remaining balance in such Capital Account will be retained by the transferor. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained converted Class B Units, if any, will have a balance equal to the amount allocated under clause (Y) above, and the transferee's Capital Account established with respect to the transferred converted Class B Units will have a balance equal to the amount allocated under clause (X) above.

(iii) A Unitholder holding a Common Unit issued upon conversion of a Class B Unit pursuant to Section 5.13(b) shall not be issued a Common Unit Certificate pursuant to Section 4.1, if the Common Units are evidenced by Certificates, and shall not be permitted to transfer such Common Units until such time as the General Partner determines, based on advice of counsel, that the Common Unit issued upon conversion of such Class B Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 5.13(b)(iii), General Partner shall take whatever steps are required to provide economic uniformity to the Common Units issued upon conversion of Class B Units in preparation for a transfer of such Common Units, including application of Section 5.13(b)(ii) and Section 6.1(d)(x)(D).

(c) *Allocations* . Except as otherwise provided in this Agreement, during the period commencing upon issuance of the Class B Units and ending on the Class B Conversion Effective Date, all items of Partnership income, gain, loss, deduction and credit, including Unrealized Gain or Unrealized Loss, shall be allocated to the Class B Units to the same extent as such items would be so allocated if such Class B Units were Common Units that were then Outstanding.

(d) *Distributions* . The Class B Units shall not be entitled to receive distributions of Available Cash pursuant to Sections 6.4 or 6.5 and a holder of Class B Units shall not be treated as a "Unitholder" to the extent it holds Class B Units for purposes of Sections 6.4 and 6.5.

(e) *Voting* . The Class B Units will have such voting rights pursuant to the Agreement as such Class B Units would have if they were Common Units that were then Outstanding and shall vote together with the Common Units as a single class, except that the Class B Units shall be entitled to vote as a separate class on any matter on which Unitholders are entitled to vote that adversely affects the rights or preferences of the Class B Units in relation to other classes of Partnership Interests in any material respect or as required by law. The approval of a majority of the Class B Units shall be required to approve any matter for which the holders of the Class B Units are entitled to vote as a separate class.

(f) *Certificates.* The Class B Units shall be evidenced by certificates in such form as the General Partner may approve and, subject to Section 5.13(b)(iii) and the satisfaction of any applicable legal and regulatory requirements, may be assigned or transferred in a manner identical to the assignment and transfer of Common Units.

(g) *Registrar and Transfer Agent* . Unless and until the General Partner determines to assign the responsibility to another Person, the General Partner shall act as the Transfer Agent for the Class B Units.

(h) *Surrender of Certificates* . Subject to the requirements of Section 5.13(b)(iii), on or after the Class B Conversion Effective Date, each holder of Class B Units shall promptly surrender the Class B Unit Certificates therefor, duly endorsed, at the office of the General Partner. In the case of any such conversion, the Partnership shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Class B Units one or more Common Unit Certificates, registered in the name of such holder, or other evidence of the issuance of uncertificated certificates, for the number of Common Units to which such holder shall be entitled. Such conversion shall be deemed to have been made as of the Class B Conversion Effective Date whether or not the Class B Unit Certificate has been surrendered as of such date, and the Person entitled to receive the Common Units issuable upon such conversion shall be treated for all purposes as the record holder of such Common Units as of such date.

d. Section 6.1(c) of the Partnership Agreement is hereby amended to add the following proviso at the end of such section:

"; *provided, however* , that in no event shall the allocations of Net Termination Gain or Net Termination Loss result in the distribution of any items derived from or attributable to Propco Available Cash to a holder of Class A Units pursuant to Section 12.4(c) and the General Partner may adjust the allocations of Net Termination Gain or Net Termination Loss to avoid such result."

e. Section 6.1(d)(iii)(A) of the Partnership Agreement is hereby amended read as follows:

"(A) If the amount of cash or the Net Agreed Value of any property distributed (except for distributions of Propco Available Cash pursuant to Section 6.10 and cash or property distributed pursuant to Section 12.4) with respect to a Unit

for a taxable period exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit within the same taxable period (the amount of the excess, and " **Excess Distribution** " and the Units with respect to which the greater distribution is paid, an " **Excess Distribution Unit** "), then there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii)(A) for the current and all previous taxable periods is equal to the amount of the Excess Distribution; *provided, however* , this Section 6.1(d)(iii)(A) shall not apply to the extent distributions are not made to the Class B Units with respect to any Record Date prior to the Class B Conversion Effective Date."

f. Article VI of the Partnership Agreement is hereby amended to add a new Section 6.1(d)(xv) as follows:

"(xv) *Allocations of Propco Items* . All Propco Items shall, to the maximum extent possible, be allocated to the holders of the Common Units, Subordinated Units and Class B Units, Pro Rata.

g. Section 6.1(d)(x) of the Partnership Agreement shall be amended to add Section 6.1(d)(x)(D) which shall read as follows and to renumber existing Section 6.1(d)(x)(D) as Section 6.1(d)(x)(E):

"With respect to any taxable period in which the Class B Conversion Effective Date occurs (and, if necessary, any subsequent taxable period), items of Partnership gross income, gain, deduction or loss for the taxable period shall be allocated 100% to each Limited Partner with respect to such Limited Partner's Class B Units that are Outstanding immediately before the Class B Conversion Effective Date in the proportion that the respective number of Class B Units held by such Partner bears to the total number of Class B Units then Outstanding, until each such Partner has been allocated the amount of gross income, gain, deduction or loss with respect to such Partner's Class B Units that causes the Capital Account attributable to each Class B Unit, on a per Unit basis, to equal the Per Unit Capital Amount for a Common Unit on the Class B Conversion Effective Date. The purpose for this allocation is to establish uniformity between the Capital Accounts underlying converted Class B Units and the Capital Accounts underlying Common Units immediately prior to the conversion of Class B Units into Common Units."

h. Section 6.4(a) of the Partnership Agreement is hereby amended and restated to read in its entirety:

"During Subordination Period . Available Cash (other than Propco Available Cash which shall be distributed in accordance with Section 6.10) with respect to any Quarter wholly within the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or 6.5 shall be distributed as follows, except as otherwise contemplated by Section 5.6(b) in respect of other Partnership Interests issued pursuant thereto:

(i) First, to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage existing with respect to such Quarter;

(iii) Third, to all Unitholders holding Subordinated Units and Class A Units, Pro Rata, until there has been distributed in respect of each Subordinated Unit and Class A Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(iv) Fourth, to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(v) Fifth, (A) 15.0% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 85.0% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(vi) Sixth, (A) 25.0% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 75.0% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(vii) Thereafter, 50.0% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 50.0% to all Unitholders, Pro Rata;

provided, however , if the Target Distributions have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(a)(vii); and *provided, further* , that any quarterly distributions to the holders of the Incentive Distribution Rights pursuant to Sections 6.4(a)(v), 6.4(a)(vi) and 6.4(a)(vii) shall be computed without regard to the distributions made to the Class A Units in such Quarter."

i. Section 6.4(b) of the Partnership Agreement is hereby amended and restated to read in its entirety:

"After Subordination Period . Available Cash (other than Propco Available Cash, which shall be distributed in accordance with Section 6.10) with respect to any Quarter ending after the Subordination Period has ended that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or Section 6.5 shall be distributed as follows, except as otherwise contemplated by Section 5.6(b) in respect of additional Partnership Interests issued pursuant thereto:

(i) First, to all the Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to all the Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(iii) Third, (A) 15.0% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 85.0% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(iv) Fourth, (A) 25.0% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 75.0% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(v) Thereafter, (A) 50.0% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 50.0% to all Unitholders, Pro Rata;

provided, however , if the Target Distributions have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of Available Cash that is deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(b)(v); and *provided, further* , that any quarterly distributions to the holders of the Incentive Distribution Rights pursuant to Sections 6.4(b)(iii), 6.4(b)(iv) and 6.4(b)(v) shall be computed without regard to the distributions made to the Class A Units in such Quarter ."

j. The introduction to Section 6.5 of the Partnership Agreement is hereby amended and restated to read in its entirety:

"Distributions of Available Cash from Capital Surplus . Available Cash (other than Propco Available Cash, which shall be distributed in accordance with Section 6.10) that is deemed to be Capital Surplus pursuant to the provisions of Section 6.3(a) shall be distributed, unless the provisions of Section 6.3 require otherwise:"

k. Article VI of the Partnership Agreement is hereby amended to add a new Section 6.10 as follows:

"Section 6.10 *Distributions of Propco Available Cash* .

Distributions of cash and cash equivalents which are derived or attributable to Propco Available Cash shall be distributed in the same manner as set forth in Section 6.4 or Section 6.5, as applicable, except that the Class A Units shall not be entitled to participate in any such distributions of Propco Available Cash and the holders of Class A Units shall not be considered a Unitholder for purposes thereof.

Section 2. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.

Section 3. The appropriate officers of the General Partner are hereby authorized to make such clarifying and conforming changes as they deem necessary or appropriate, and to interpret the Partnership Agreement, to give effect to the intent and purpose of this Amendment No. 2.

Section 4. This Amendment No. 2 shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws without regard to principles of conflicts of laws.

[Signature page follows]

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

GENERAL PARTNER:

SUNOCO GP LLC

By: /s/ Robert W. Owens
Name: Robert W. Owens
Title: President and Chief Executive Officer

Exhibit 99.1

News Release

Sunoco LP Completes Acquisition of Susser Holdings Corporation

HOUSTON , July 31, 2015 - Sunoco LP (NYSE: SUN) announced today that it has completed the acquisition of Susser Holdings Corporation (SHC) from ETP Holdco Corporation and Heritage Holdings, Inc., wholly owned subsidiaries of Energy Transfer Partners, L.P. (NYSE: ETP). The transaction is valued at approximately $1.93 billion. SUN paid $966.9 million in cash and issued ETP's subsidiaries approximately 21.98 million SUN units, valued at approximately $966.9 million. In addition, there will be an exchange for 11 million SUN units owned by SHC for another 11 million new SUN units to a subsidiary of ETP.

The transaction is expected to be slightly accretive to SUN with respect to distributable cash flow in 2015 and significantly accretive thereafter.

SHC's assets consist primarily of approximately 680 Stripes ® branded convenience stores that sell motor fuel and merchandise in Texas, Oklahoma and New Mexico. Stripes ® is the leading independent operator of convenience stores in Texas based on store count and retail motor fuel volumes sold. The majority of the Stripes ® locations include food service, primarily through its proprietary Laredo Taco Company™ concept, which serves fresh, hot, made-to-order Mexican food.

For SUN, the addition of significant size and scale will deliver new organic growth opportunities and enhance its ability to focus on a broad range of third-party acquisition opportunities. The dynamic EBITDA growth at SHC creates a strong runway for increasing distributable cash flow beginning in 2016.

Management expects that all income from SHC's operations will be considered non-qualifying for tax purposes to SUN and as such SHC will be owned by SUN's indirect wholly owned subsidiary, Susser Petroleum Property Company, LLC ("PropCo"). SUN anticipates that cash taxes at PropCo going forward will be minimal.

SUN has posted a slide presentation providing additional details of the transaction to the Investor Relations portion of its website at www.sunocolp.com under Events & Presentations.

Sunoco LP (NYSE: SUN) is a master limited partnership (MLP) that primarily distributes motor fuel to convenience stores, independent dealers, commercial customers and distributors. SUN also operates more than 830 convenience stores and retail fuel sites. SUN conducts its business through wholly owned subsidiaries, as well as through its 31.58 percent interest in Sunoco, LLC, in partnership with an affiliate of its parent company, Energy Transfer Partners, L.P. While primarily engaged in natural gas, natural gas liquids, crude oil and refined products transportation, ETP also operates a retail and fuel distribution business through its interest in Sunoco, LLC, as well as wholly owned subsidiary, Sunoco, Inc., which operate approximately 440 convenience stores and retail fuel sites. For more information, visit the Sunoco LP website at www.sunocolp.com .

Forward-Looking Statements

This news release contains “forward-looking statements” which may describe SUN’s objectives, expected results of operations, targets, plans, strategies, costs, anticipated capital expenditures, potential acquisitions, new store openings and/or new dealer locations, management’s expectations, beliefs or goals regarding proposed transactions between ETP and SUN, the expected timing of those transactions and the future financial and/or operating impact of those transactions, including the anticipated integration process and any related benefits, opportunities or synergies. These statements are based on current plans, expectations and projections and involve a number of risks and uncertainties that could cause actual results and events to vary materially, including but not limited to: execution, integration, environmental and other risks related to acquisitions (including the Susser drop-down, and future drop-downs) and our overall acquisition strategy; competitive pressures from convenience stores, gasoline stations, other non-traditional retailers and other wholesale fuel distributors located in SUN’s and Sunoco, LLC’s markets; dangers inherent in storing and transporting motor fuel; SUN’s or Sunoco, LLC’s ability to renew or renegotiate long-term distribution contracts with customers; changes in the price of and demand for motor fuel; changing consumer preferences for alternative fuel sources or improvement in fuel efficiency; competition in the wholesale motor fuel distribution industry; seasonal trends; severe or unfavorable weather conditions; increased costs; environmental laws and regulations; dangers inherent in the storage of motor fuel; reliance on suppliers to provide trade credit terms to adequately fund ongoing operations; acts of war and terrorism; dependence on information technology systems; SUN’s and ETP’s ability to consummate any proposed transactions, or to satisfy the conditions precedent to the consummation of such transactions; successful development and execution of integration plans; ability to realize anticipated synergies or cost-savings and the potential impact of the transactions on employee, supplier, customer and competitor relationships; and other unforeseen factors. For a full discussion of these and other risks and uncertainties, refer to the “Risk Factors” section of SUN’s and ETP’s most recently filed annual reports on Form 10-K and quarterly report on 10-Q for the quarter ending March 31, 2015. These forward-looking statements are based on and include our estimates as of the date hereof. Subsequent events and market developments could cause our estimates to change. While we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, even if new information becomes available, except as may be required by applicable law.

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