SUSSER PETROLEUM PARTNERS LP

FORM 8-K
(Current report filing)

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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):
October 21, 2014

Commission file number: 001-35653

Susser Petroleum Partners LP

(Exact name of registrant as specified in its charter)

Delaware	**30-0740483**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

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

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 1.01 Entry into a Material Definitive Agreement.

Underwriting Agreement

On October 21, 2014, Susser Petroleum Partners LP (the "Partnership") entered into an underwriting agreement (the "Underwriting Agreement") with Morgan Stanley & Co. LLC , as manager of the several underwriters named therein (collectively, the "Underwriters"), providing for the offer and sale by the Partnership, and purchase by the Underwriters, of 8,000,000 common units representing limited partner interests in the Partnership (the "Units") at a price to the public of $46.25 per Unit (the "Firm Units"), being $44.8625 per Unit to the Partnership, net of underwriting discounts and commissions (the "Offering"). Pursuant to the Underwriting Agreement, the Partnership also granted to the Underwriters a 30-day option to purchase up to an additional 1,200,000 Units at the same price and otherwise on the same terms as the Firm Units.

The material terms of the Offering are described in the prospectus supplement, dated October 21, 2014 (the "Prospectus"), filed by the Partnership with the Securities and Exchange Commission (the "Commission") on October 22, 2014 pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended (the "Securities Act"). The Units to be sold in the Offering were registered with the Commission pursuant to a Registration Statement on Form S-3 (File No. 333-192335), as amended, which was declared effective by the Commission on December 5, 2013. Certain legal opinions related to the Offering are filed herewith as Exhibits 5.1 and 8.1.

The Underwriting Agreement contains customary representations, warranties and agreements of the Partnership, and customary conditions to closing, obligations of the parties and termination provisions. The Partnership has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Underwriters may be required to make because of any of those liabilities.

The Offering is expected to close on October 27, 2014. The Partnership expects to receive net proceeds from the Offering of approximately $358.2 million (after deducting underwriting discounts and commissions and estimated offering expenses payable by the Partnership). As described in the Prospectus, the Partnership intends to use these net proceeds to repay indebtedness under its revolving credit facility and for general partnership purposes.

The foregoing description is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and which is incorporated in this Item 1.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(b) Pro Forma Financial Information.

The following pro forma financial statements of the Partnership reflecting (i) the Offering, (ii) the contribution of all of the issued and outstanding membership interests of Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company, by an affiliate of Energy Transfer Partners, L.P., a Delaware limited partnership, to the Partnership, which closed on October 1, 2014 and (iii) the pending purchase by Susser Petroleum Property Company LLC, a Delaware limited liability company and wholly owned subsidiary of the Partnership, of all of the issued and outstanding shares of capital stock of Aloha Petroleum, Ltd., a Hawaii corporation, from Henger BV Inc., a private company organized under the laws of the British Virgin Islands, which the Partnership expects will close in the fourth quarter of 2014, have been prepared in accordance with Article 11 of Regulation S-X, are filed as Exhibit 99.1 hereto and are incorporated herein by reference:

- Unaudited pro forma condensed combined balance sheet as of June 30, 2014;

- Unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2014 and the year ended December 31, 2013; and

- Notes to unaudited pro forma condensed consolidated financial information.

(d) Exhibits .

Exhibit Number	EXHIBIT
1.1	Underwriting Agreement, dated October 21, 2014, by and between Susser Petroleum Partners LP and Morgan Stanley & Co. LLC, as manager of the several underwriters named on Schedule II thereto.
5.1	Opinion of Andrews Kurth LLP.
8.1	Opinion of Andrews Kurth LLP relating to tax matters.
23.1	Consents of Andrews Kurth LLP (included in exhibits 5.1 and 8.1).
99.1	Unaudited Pro Forma Consolidated Financial Statements of Susser Petroleum Partners LP.

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.

SUSSER PETROLEUM PARTNERS LP

By: SUSSER PETROLEUM PARTNERS GP LLC,
its general partner

By:	**/s/ Mary E. Sullivan**
Name:	**Mary E. Sullivan**
Title:	**Executive Vice President, Chief Financial Officer and Treasurer**

Date: October 23, 2014

EXHIBIT INDEX

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Exhibit 1.1

Execution Version

SUSSER PETROLEUM PARTNERS LP
(a Delaware limited partnership)

8,000,000 COMMON UNITS
REPRESENTING LIMITED PARTNER INTERESTS

UNDERWRITING AGREEMENT

October 21, 2014

October 21, 2014

To the Manager named in Schedule I hereto
for the Underwriters named in Schedule II hereto

Ladies and Gentlemen:

Susser Petroleum Partners LP, a limited partnership organized under the laws of the State of Delaware (the " **Partnership** "), proposes to issue and sell to the several underwriters named in Schedule II hereto (the " **Underwriters** "), for whom you are acting as manager (the " **Manager** "), the number of common units set forth in Schedule I hereto (the " **Firm Units** "), each representing limited partner interests in the Partnership (the " **Common Units** "). The Partnership also proposes to issue and sell to the several Underwriters not more than the number of additional Common Units set for in Schedule I hereto (the " **Additional Units** ") if and to the extent that you, as Manager of the offering, shall have determined to exercise, on behalf of the Underwriters, the right to purchase such number of Common Units granted to the Underwriters in Section II hereof. The Firm Units and the Additional Units are hereinafter collectively referred to as the " **Units** ." If the firm or firms listed in Schedule II hereto include only the Managers listed in Schedule I hereto, then the terms "Underwriters" and "Managers" as used herein shall each be deemed to refer to such firm or firms. This Agreement is to confirm the agreement among the Partnership and the Underwriters concerning the purchase of the Units from the Partnership by the Underwriters.

Susser Petroleum Partners GP LLC, a Delaware limited liability company (the " **General Partner** "), is the sole general partner of the Partnership and a wholly owned subsidiary of Energy Transfer Partners, L.P., a Delaware limited partnership (" **ETP** "). The subsidiaries of the Partnership listed on Schedule III hereof are collectively referred to herein as the " **Subsidiaries** ," and together with the Partnership and the General Partner, as the " **Partnership Entities** ."

The Partnership has filed with the Securities and Exchange Commission (the " **Commission** ") a registration statement, including a prospectus (the file number of which is set forth in Schedule I hereto) on Form S-3 (No. 333-192335), relating to securities (the " **Shelf Securities** "), including the Units, to be issued from time to time by the Partnership. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the " **Securities Act** "), is hereinafter referred to as the " **Registration Statement** ," and the related prospectus covering the Shelf Securities, dated December 5, 2013 in the form first used to confirm sales of the Units (or in the form first made available to the Underwriters by the Partnership to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the " **Basic Prospectus** ." The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Units in the form first used to confirm sales of the Units (or in the form first made available to the Underwriters by the Partnership to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the " **Prospectus** ," and the term " **preliminary prospectus** " means any preliminary form of the Prospectus. For purposes of this

Agreement, " **free writing prospectus** " has the meaning set forth in Rule 405 under the Securities Act, " **Time of Sale Prospectus** " means the documents and pricing information set forth opposite the caption "Time of Sale Prospectus" in Schedule I hereto, and " **broadly available road show** " means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. The " **Applicable Time** " means 5:15 P.M., New York City time, on October 21, 2014 or such other time as agreed by the Partnership and the Manager. As used herein, the terms "Registration Statement," "Basic Prospectus," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms " **supplement** ," " **amendment** ," and " **amend** " as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or the Prospectus shall include all documents subsequently filed by the Partnership with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the " **Exchange Act** "), that are deemed to be incorporated by reference therein.

It is understood and agreed to by the parties hereto that on September 25, 2014, the Partnership entered into a contribution agreement (the " **Contribution Agreement** ") pursuant to which an affiliate of ETP contributed to the Partnership all of the issued and outstanding membership interests of Mid-Atlantic Convenience Stores, LLC (" **MACS** ") (the " **MACS Acquisition** ") in exchange for approximately $556 million in cash, subject to working capital adjustments, and 3,983,540 Common Units (such Common Units, the " **MACS Acquisition Equity Consideration** "). It is further understood and agreed to by the parties hereto that on September 25, 2014, the Partnership entered into a purchase and sale agreement (the " **Aloha Purchase and Sale Agreement** ") pursuant to which a subsidiary of the Partnership agreed to acquire, subject to regulatory approvals and customary closing conditions, all of the issued and outstanding shares of capital stock of Aloha Petroleum, Ltd., a Hawaii corporation (" **Aloha** "), for cash consideration pursuant to the Aloha Purchase and Sale Agreement (the " **Aloha Acquisition** ").

1. *Representations and Warranties* . The Partnership represents and warrants to each Underwriter as of the date hereof, the Closing Date (as defined in Section 4 below), and agrees with each Underwriter, as follows:

(a) *Registration Statement and Prospectuses* . Each of the Registration Statement and any post-effective amendment thereto has become effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the Securities Act, no order preventing or suspending the use of any free writing prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the knowledge of the Partnership, contemplated. The Partnership has complied with each request (if any) from the Commission for additional information.

Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the requirements of the Securities Act and the rules and regulations of the Commission under the Securities Act (the " **Securities Act Regulations** "). Each preliminary prospectus, the Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission, complied in all material respects with

the requirements of the Securities Act and the Securities Act Regulations. Each document, if any, filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder. Each preliminary prospectus delivered to the Underwriters for use in connection with this offering and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to Electronic Data Gathering, Analysis and Retrieval system or any successor system, except to the extent permitted by Regulation S-T.

(b) *Accurate Disclosure* . Neither the Registration Statement nor any post-effective amendment thereto, at its effective time contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading. As of the Applicable Time, the Closing Date and each Option Closing Date, if any, (i) the Time of Sale Prospectus and (ii) any individual free writing prospectus, when taken together as a whole with the Time of Sale Prospectus, did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Neither the Prospectus nor any supplement thereto, as of its issue date, at the time of any filing with the Commission pursuant to Rule 424(b), at the Applicable Time or at the Closing Date, will include an untrue statement of a material fact or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement (or any amendment thereto), the Time of Sale Prospectus or the Prospectus (or any supplement thereto) made in reliance upon and in conformity with written information furnished to the Partnership by any Underwriter through the Manager expressly for use therein. For purposes of this Agreement, the only information so furnished shall be the information in the first paragraph under the heading "Underwriting—Commissions and Discounts," the information under the heading "Underwriting—Price Stabilization, Short Positions" and the information under the heading "Underwriting—Electronic Distribution" in each case contained in the Prospectus (collectively, the " **Underwriter Information** ").

(c) *Free Writing Prospectuses* . No free writing prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any free writing prospectus based upon and in conformity with the Underwriter Information.

(d) *Partnership Not Ineligible Issuer* . At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Partnership or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) of the Securities Act Regulations) of the Units and at the date hereof, the Partnership was not and is not an "ineligible issuer," as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Partnership be considered an ineligible issuer.

(e) *Independent Accountants* . Ernst & Young LLP, who has certified certain financial statements and supporting schedules included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, is an independent registered public accounting firm with respect to the Partnership as required by the Securities Act, the Securities Act Regulations and the Public Accounting Oversight Board.

(f) *Financial Statements; Non-GAAP Financial Measures* . The historical financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby and on the basis stated therein, as of the dates and for the periods indicated; such financial statements comply as to form with the applicable accounting requirements of Regulation S-X under the Securities Act and have been prepared in conformity with generally accepted accounting principles in the United States (" **GAAP** ") applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The supporting schedules, if any, present fairly in accordance with GAAP the information required to be stated therein. The summary financial and statistical data set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus under the caption "Summary—Summary Consolidated Historical and Pro Forma Financial and Operating Data," are presented fairly in all material respects and prepared on a basis consistent with that of the audited financial statements and unaudited financial statements, as applicable, from which they have been derived. The pro forma financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus. The pro forma financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus comply as to form in all material respects with the applicable requirements of Regulation S-X under the Securities Act. All other financial information included in the Registration Statement, the Time of Sale Prospectus and the Prospectus has been derived from the accounting records of the Partnership and presents fairly the information shown thereby. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus or the Prospectus under the Securities Act or the Securities Act Regulations or the Exchange Act or the rules and regulations of the Commission under the Exchange Act (the " **Exchange Act Regulations** "). All disclosures contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(g) *Acquisition Financial Statements* . The audited financial statements of the assets acquired in the MACS Acquisition and to be acquired in the Aloha Acquisition, together with the

related schedules and notes thereto, set forth or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus, comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly, as the case may be, the financial condition, results of operation and cash flows of the assets acquired in the MACS Acquisition and to be acquired in the Aloha Acquisition, each for the periods therein specified; and such financial statements and related notes thereto have been prepared in conformity with GAAP.

(h) *Forward-Looking Statements and Supporting Information* . Each of the forward-looking statements made by the Partnership included in or incorporated by reference in the Registration Statement and the Time of Sale Prospectus and to be made in the Prospectus (and any supplements thereto) was made or will be made with a reasonable basis and in good faith.

(i) *No Material Adverse Change in Business* . Except as otherwise stated therein, since the respective dates as of which information is given in the Registration Statement, the Time of Sale Prospectus or the Prospectus, (A) there has been no material adverse change, or any development that could reasonably be expected to (1) result in a material adverse change in the condition, financial or otherwise, or in the earnings, properties, business, operations or business prospects of the Partnership Entities, whether or not arising in the ordinary course of business, or (2) materially and adversely affect the ability of the Partnership to perform its obligations pursuant to this Agreement (each such change, a " **Material Adverse Effect** "), (B) there have been no transactions entered into by any of the Partnership Entities, other than those in the ordinary course of business, which are material with respect to the Partnership Entities, considered as one enterprise, (C) there have been no liabilities or obligations, direct or contingent, incurred by any of the Partnership Entities that are material to the Partnership Entities taken as a whole, (D) there has been no change in the capitalization, short-term debt or long-term debt of the Partnership Entities and (E) there has been no dividend or distribution of any kind declared, paid or made by the Partnership Entities on any class of equity securities

(j) *Formation and Good Standing of Partnership Entities* . Each of the Partnership Entities has been duly formed and is validly existing as a limited partnership or limited liability company, as the case may be, and is in good standing under the laws of its jurisdiction of organization (as set forth on Schedule IV hereto), and has, or with respect to Aloha will have upon the consummation of the pending Aloha Acquisition, all partnership or limited liability company power and authority, as the case may be, necessary to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus. Each of the Partnership Entities is, and with respect to Aloha, Susser Petroleum Property Company LLC (" **Propco** ") will be, upon the consummation of the pending Aloha Acquisition, duly qualified as a foreign partnership or limited liability company, as applicable, to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business (as set forth on Schedule IV hereto), except for any failures to be so qualified or in good standing that would not result in a Material Adverse Effect. Schedule IV hereto accurately sets forth the jurisdiction of organization and each jurisdiction of foreign qualification for each of the Partnership Entities.

(k) *Ownership of General Partner* . ETP, as the sole member of the General Partner, directly owns 100% of the issued and outstanding membership interests in the General Partner; such membership interests have been duly authorized and validly issued in accordance with the Amended and Restated Limited Liability Agreement of the General Partner (the " **GP LLC Agreement** ") and are fully paid (to the extent required by the GP LLC Agreement) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the " **Delaware LLC Act** ")); and ETP owns such membership interests free and clear of all Liens.

(l) *Ownership of the General Partner Interest in the Partnership* . The General Partner is, and after giving effect to the transactions contemplated herein will be, the sole general partner of the Partnership, with a 0.0% non-economic general partner interest in the Partnership (the " **General Partner Interest** "). The General Partner Interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns the General Partner Interest free and clear of all Liens.

(m) *Ownership of Sponsor Units* . Stripes No. 1009 LLC, a Texas limited liability company (" **Stripes No. 1009** "), owns 5,469,718 Subordinated Units, Stripes LLC, a Texas limited liability company (" **Stripes** "), owns 79,308 Common Units and 5,469,718 Subordinated Units and ETC M-A Acquisition LLC, a Delaware limited liability company (" **ETC M-A** "), owns 3,983,540 Common Units (such Common Units and Subordinated Units being collectively referred to herein as the " **Sponsor Units** "); the Sponsor Units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required by the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the " **Delaware LP Act** ")); and Stripes No. 1009, Stripes and ETC M-A own their respective Sponsor Units free and clear of all Liens.

(n) *Ownership of Incentive Distribution Rights* . ETP is the record holder of all of the Incentive Distribution Rights (as such term is defined in the Partnership Agreement, the " **Incentive Distribution Rights** "); such Incentive Distribution Rights have been duly authorized and validly issued in accordance with the Partnership Agreement, and are fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and ETP owns the Incentive Distribution Rights free and clear of all Liens.

(o) *Ownership of Subsidiaries.* The Partnership is the owner of 100% of the issued and outstanding membership interests in Susser Petroleum Operating Company LLC (" **Susser Operating** "); Susser Operating is the owner of 100% of the issued and outstanding membership interests in Susser Energy Services LLC, T&C Wholesale LLC, Southside Oil, LLC and Propco; Propco is the owner of 100% of the issued and outstanding membership interests in MACS; and MACS is the owner of 100% of the issued and outstanding membership interests in MACS Retail LLC. Such membership interests have been duly authorized and validly issued in accordance with the respective limited liability company agreement of such Subsidiary (together, the " **Subsidiary LLC Agreements** ") and are fully paid (to the extent required by the applicable Subsidiary LLC Agreement) and non-assessable (except as such non-assessability may be

limited by Sections 18-607 and 18-804 of the Delaware LLC Act or the equivalent provisions of the statute governing the organization of such Subsidiary in the jurisdiction of such Subsidiary's formation, if other than Delaware); and the Partnership, Susser Operating, Propco and MACS, as the case may be, owns such membership interests free and clear of all Liens, other than Liens created pursuant to the Credit Agreement among the Partnership, as borrower, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent, collateral agent, swing line lender and L/C issuer, dated September 25, 2014 (together with any amendment thereto, the " **Revolving Credit Facility** "). The GP LLC Agreement, the Partnership Agreement and the Subsidiary LLC Agreements are referred to collectively herein as the " **Organizational Agreements** " and each, individually, as an " **Organizational Agreement** ."

(p) *No Other Subsidiaries* . Except as contemplated by the Prospectus, none of the Partnership Entities owns or, at the Closing Date and Option Closing Date, will own, directly or indirectly, an equity interest in, or long-term debt securities of, any corporation, partnership, limited liability company, joint venture, association or other entity, other than another Partnership Entity.

(q) *No Restrictions on the Subsidiaries* . None of the Subsidiaries is, or at the Closing Date and Option Closing Date, will be prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Partnership, from making any other distribution on such subsidiary's equity securities, from repaying to the Partnership any loans or advances to such subsidiary from the Partnership or from transferring any of such subsidiary's properties or assets to the Partnership or any other subsidiary of the Partnership, except as set forth in the Revolving Credit Facility.

(r) *Authority* . Each of the Partnership Entities has the full partnership or limited liability company right, power and authority, as the case may be, necessary (A) to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken, (B) in the case of the Partnership, issue, to sell and deliver the Units and (C) in the case of the General Partner, to act as the general partner of the Partnership.

(s) *Authorization, Execution and Delivery of Agreement* . This Agreement has been duly authorized, executed and delivered by the Partnership.

(t) *Authorization of the Contribution Agreement* . The Contribution Agreement was duly authorized, executed and delivered by the Partnership Entities party thereto and constitutes a valid and binding agreement, enforceable against the Partnership Entities party thereto in accordance with its terms; *provided* that the enforceability thereof may be limited by (A) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law) and (B) public policy, any applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(u) *Authorization, Execution, Delivery and Enforceability of Certain Agreements* . Each of the Organizational Agreements of the Partnership and the General Partner have been duly authorized, executed and delivered by the parties thereto and are valid and legally binding agreement of such parties thereto, enforceable against the parties thereto in accordance with their respective terms; *provided* , that, with respect to each such agreement, the enforceability thereof may be limited by (A) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law) and (B) public policy, applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(v) *Authorization of Units* . The Units to be purchased by the Underwriters from the Partnership, and the limited partner interests represented thereby, have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and, when issued and delivered by the Partnership pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Section 17-303, 17-607 or 17-804 of the Delaware LP Act).

(w) *Authorization of MACS Acquisition Equity Consideration.* The Common Units issued by the Partnership pursuant to the Contribution Agreement, and the limited partner interests represented thereby, have been duly authorized and issued pursuant to the Contribution Agreement and, and are fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Section 17-303, 17-607 or 17-804 of the Delaware LP Act).

(x) *Capitalization* . At the Closing Date, after giving effect to the issuance of the Firm Units and assuming that the Underwriters do not purchase any Additional Units, the issued and outstanding partnership interests of the Partnership will solely consist of 23,037,339 Common Units, 10,939,436 Subordinated Units, the General Partner Interest and the Incentive Distribution Rights (as defined in the Partnership Agreement). All outstanding Common Units, Subordinated Units, the General Partner Interest and the Incentive Distribution Rights, and the limited partner interests or general partner interests, as applicable, represented thereby, have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

(y) *Conformity of Units to Description* . The Units, when issued and delivered in accordance with the terms of the Partnership Agreement and this Agreement against payment therefor as provided therein and herein, will conform, and the Sponsor Units, the General Partner Interest and the Incentive Distribution Rights conform, or when issued and delivered in accordance with the terms of the Partnership Agreement will conform, in all material respects to the statements relating thereto contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus, and such description conforms to the rights set forth in the instruments defining the same. No holder of Units will be subject to personal liability solely by reason of being such a holder.

(z) *No Options, Preemptive Rights, Registration Rights, or Other Rights* . Except as (A) provided to the General Partner in the Partnership Agreement or (B) described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, there are no options, warrants, preemptive rights, rights of first refusal or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any equity securities of any of the Partnership Entities, in each case pursuant to the certificate of limited partnership or formation, agreement of limited partnership, limited liability company agreement or any other organizational documents (collectively, " **Organizational Documents** ") of any such Partnership Entity or any other agreement or other instrument to which any such Partnership Entity is a party or by which any such Partnership Entity may be bound. Neither the filing of the Registration Statement nor the offering, issuance or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership.

(aa) *Absence of Violations, Defaults and Conflicts* . None of the Partnership Entities is (A) in violation of its Organizational Documents, (B) in violation, breach or default, and no event has occurred that, with notice or lapse of time or both, would constitute such a violation or breach of, or default under, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which any of the Partnership Entities is or, at Applicable Time, will be a party or by which it or any of them may be bound or to which any of the properties or assets of any of the Partnership Entities is subject (collectively, " **Agreements and Instruments** "), except for any such violations, breaches and defaults that would not, singly or in the aggregate, result in a Material Adverse Effect, or (C) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over any of the Partnership Entities or any of their respective properties, assets or operations (each, a " **Governmental Entity** "), except for any such violations that would not, singly or in the aggregate, result in a Material Adverse Effect. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and in the Registration Statement, the Time of Sale Prospectus and the Prospectus (including the issuance and sale of the Units and the use of the proceeds from the sale of the Units as described therein under the caption "Use of Proceeds") and consummation of transactions contemplated by the Aloha Purchase and Sale Agreement do not and will not, whether with or without the giving of notice or passage of time or both, constitute a breach or violation of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any Lien upon any properties or assets of any of the Partnership Entities pursuant to, the Agreements and Instruments (except for any such violations, breaches, defaults, Repayment Events, liens, charges or encumbrances that would not, singly or in the aggregate, result in a Material Adverse Effect and other than Liens created pursuant to the Revolving Credit Facility), nor will such action result in (x) any violation of the provisions of the Organizational Documents of any of the Partnership Entities or (y) any violation of any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity, except in the case of clause (y), for any such violations that would not, singly or in the aggregate, result in a Material Adverse Effect. As used herein, a " **Repayment Event** " means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by any of the Partnership Entities.

(bb) *Absence of Labor Dispute* . No labor dispute with the employees of any of the Partnership Entities engaged in the business of the Partnership Entities exists or, to the knowledge of the Partnership Entities, is imminent, which, in any case, would result in a Material Adverse Effect.

(cc) *Absence of Proceedings* . There are no legal or governmental actions, suits or proceedings pending or, to the knowledge of the Partnership, threatened (i) against the Partnership Entities or (ii) which has as the subject thereof any property owned or leased by, the Partnership Entities, which, in the case of clauses (i) and (ii) above, if determined adversely to the Partnership Entities, would result in a Material Adverse Effect or adversely affect the consummation of the transactions contemplated by this Agreement.

(dd) *Accuracy of Exhibits* . There are no contracts or documents which are required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described or filed as required (and the preliminary prospectus contains in all material respects the same description of the foregoing matters contained in the Prospectus). Each such contract or document that is described in the Registration Statement, the Time of Sale Prospectus or the Prospectus conforms in all material respects to the description thereof. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, none of the Partnership Entities has sent or received any notice indicating the termination of or intention to terminate any of the contracts or agreements referred to or described in the Registration Statement, the Time of Sale Prospectus and the Prospectus or filed as an exhibit to the Registration Statement.

(ee) *Absence of Further Requirements* . No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by any of the Partnership Entities of its obligations hereunder, in connection with the offering, issuance or sale of the Units hereunder or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained or as may be required under the Securities Act, the Securities Act Regulations, the rules of The New York Stock Exchange, state securities laws or the rules of Financial Industry Regulatory Authority, Inc. (" **FINRA** ").

(ff) *Possession of Licenses and Permits* . Each of the Partnership Entities possesses such permits, licenses, approvals, consents and other authorizations (collectively, " **Governmental Licenses** ") issued by the appropriate Governmental Entities necessary to conduct the business now operated by them, except for any failures to possess a Governmental License that would not, singly or in the aggregate, result in a Material Adverse Effect. Each of the Partnership Entities is in compliance with the terms and conditions of all Governmental Licenses, except for any failures to comply that would not, singly or in the aggregate, result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except for any failures of such Governmental Licenses to be in full force and effect that would not, singly or in the aggregate, result in a Material Adverse Effect. None of the Partnership Entities has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(gg) *Title to Property* . The Partnership Entities have good and marketable title to all real property owned by them and good title to all other property owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the Registration Statement, the Time of Sale Prospectus and the Prospectus or (B) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Partnership Entities; and all of the leases and subleases material to the business of the Partnership Entities, considered as one enterprise, and under which any of the Partnership Entities holds properties described in the Registration Statement, the Time of Sale Prospectus or the Prospectus, are in full force and effect, and none of the Partnership Entities has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of any of the Partnership Entities under any of the leases or subleases mentioned above, or affecting or questioning the rights of any such Partnership Entity to the continued possession of the leased or subleased premises under any such lease or sublease.

(hh) *Possession of Intellectual Property* . The Partnership Entities own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, " **Intellectual Property** ") necessary to carry on the business now operated by them, and none of the Partnership Entities has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Partnership Entities therein, and which infringements or conflicts (if the subject of any unfavorable decision, ruling or finding) or invalidities or inadequacies, singly or in the aggregate, would result in a Material Adverse Effect.

(ii) *Environmental Laws* . Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus or would not, singly or in the aggregate, result in a Material Adverse Effect, (A) none of the Partnership Entities is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the Release (defined below) or threatened Release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, " **Hazardous Materials** ") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, " **Environmental Laws** "), (B) the Partnership Entities have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against any of the Partnership Entities and (D) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting any of the

Partnership Entities relating to Hazardous Materials or any Environmental Laws. The term " **Release** " means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment, or in, into from or through any building or structure.

(jj) *Hazardous Materials* . Except as disclosed in the Registration Statement, Time of Sale Prospectus and Prospectus, there has been no storage, generation, transportation, use, handling, treatment, Release or threat of Release of Hazardous Materials by, relating to or caused by any of the Partnership Entities (or, to the knowledge of the Partnership Entities, any other entity (including any predecessor) for whose acts or omissions any of the Partnership Entities is or could reasonably be expected to be liable) at, on, under or from any property or facility now or previously owned, operated or leased by any of the Partnership Entities, or at, on, under or from any other property or facility, in violation of any Environmental Laws or in a manner or amount or to a location that could reasonably be expected to result in any liability under any Environmental Law, except for any violations or liabilities that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(kk) *Review of Environmental Laws* . In the ordinary course of its business, the Partnership Entities conduct a periodic review of the effect of Environmental Laws on the business, operations and properties of the Partnership Entities, in the course of which they identified and evaluated associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, the Partnership Entities have concluded that such associated costs and liabilities would not, singly or in the aggregate, have a Material Adverse Effect, except as described in or contemplated in the Time of Sale Prospectus and the Prospectus.

(ll) *Compliance with ERISA* . (A) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "), for which the Partnership or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code (the " **Code** ")) would have any liability (each, a " **Plan** ") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code, except for any instances of noncompliance that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect; (B) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption, that would result in a Material Adverse Effect; (C) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, as applicable, has been satisfied (without taking into account any waiver thereof or extension of any amortization period) and is reasonably expected to be satisfied in the future (without taking into account any waiver thereof or extension of any amortization period); (D) the fair market value of the assets of each Plan that is subject to Title IV of ERISA (other than a "multiemployer plan") exceeds the present value of all benefits accrued under such Plan

(determined based on those assumptions used to fund such Plan); (E) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur that either has resulted, or would result, in a Material Adverse Effect; (F) neither the Partnership nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan," within the meaning of Section 4001(a)(3) of ERISA); and (G) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that would result in a Material Adverse Effect. Neither of the following events has occurred or is reasonably likely to occur: (1) an increase in the aggregate amount of contributions required to be made to all Plans by the Partnership Entities in the Partnership's current fiscal year compared to the amount of such contributions made in the Partnership's most recently completed fiscal year that is expected to result in a Material Adverse Effect; or (2) an increase in the Partnership Entities' "accumulated post-retirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106) compared to the amount of such obligations in the Partnership's most recently completed fiscal year that is expected to result in a Material Adverse Effect.

(mm) *Accounting Controls and Disclosure Controls* . The Partnership maintains effective internal control over financial reporting (as defined under Rule 13a-15 and 15d 15 under the Exchange Act Regulations)) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (E) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement is accurate. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (1) since the end of the Partnership's most recent audited fiscal year, there has been (i) no material weakness in the Partnership's internal control over financial reporting (whether or not remediated) and (ii) no change in the Partnership's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Partnership's internal control over financial reporting, and (2) the Partnership is not aware of any fraud, whether or not material, that involves management or other employees who have a significant role in the Partnership's internal control over financial reporting.

The Partnership maintains an effective system of disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act Regulations) that are designed to ensure that information required to be disclosed by the Partnership in the reports that it files or submits, or will file or submit, under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, and that all such information is accumulated and communicated to the Partnership's management, including its principal executive officer or officers and principal financial officer or officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding disclosure.

Such disclosure controls and procedures are effective in all material respects to perform the functions for which they are established to the extent required by Rule 13a-15 of the Exchange Act.

(nn) *Compliance with the Sarbanes-Oxley Act of 2002* . There is and has been no failure on the part of the Partnership or, to the knowledge of the Partnership, any of the General Partner's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 or the rules and regulations promulgated in connection therewith or the rules of The New York Stock Exchange, in each case that are effective and applicable to the Partnership.

(oo) *Tax Returns* . Each of the Partnership Entities has filed (or has obtained extensions with respect to) all foreign, federal, state and local tax returns that are required to be filed through the date hereof, except in any case in which the failure so to file would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect, and has timely paid all taxes (including, without limitation, any estimated taxes) required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, other than (a) those that are currently being contested in good faith by appropriate actions and for which adequate reserves have been established or (b) those which, if not paid, would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(pp) *Insurance* . The Partnership Entities carry or are entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect. No Partnership Entity has any reason to believe that it will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect. None of the Partnership Entities has been denied any insurance coverage which it has sought or for which it has applied.

(qq) *Investment Company Act* . None of the Partnership Entities is required, and upon the issuance and sale of the Units as herein contemplated and the application of the net proceeds therefrom as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, none of the Partnership Entities will be required, to register as an "investment company" under the Investment Company Act of 1940, as amended (the " **Investment Company Act** ").

(rr) *Absence of Manipulation* . None of the Partnership Entities has taken, nor will any of the Partnership Entities take, directly or indirectly, any action which is designed, or would be expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Units or a violation of Regulation M under the Exchange Act.

(ss) *Foreign Corrupt Practices Act* . No Partnership Entity nor, to the knowledge of the Partnership, any director, officer, agent, employee, affiliate or other person acting on behalf

of or providing services to any Partnership Entity is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the " **FCPA** "), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Partnership Entities and, to the knowledge of the Partnership, their affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(tt) *Money Laundering Laws* . The operations of each of the Partnership Entities are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the " **Money Laundering Laws** "); and no action, suit or proceeding by or before any Governmental Entity involving any of the Partnership Entities with respect to the Money Laundering Laws is pending or, to the knowledge of the Partnership, threatened.

(uu) *OFAC* . None of the Partnership Entities nor, to the knowledge of the Partnership, any director, officer, agent, employee, affiliate, representative or other person acting on behalf or providing services to any Partnership Entity is an individual or entity (" **Person** ") currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council (UNSC), the European Union, Her Majesty's Treasury (HMT), or other relevant sanctions authority (collectively, " **Sanctions** "), nor is any Partnership Entity located, organized or resident in a country or territory that is the subject of Sanctions; and no Partnership Entity will directly or indirectly use the proceeds of the sale of the Units, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(vv) *Lending Relationship* . Except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, no Partnership Entity (i) has any material lending or other relationship with any bank or lending affiliate of any Underwriter and (ii) intends to use any of the proceeds from the sale of the Units to repay any outstanding debt owed to any affiliate of any Underwriter.

(ww) *No Undisclosed Relationships* . No relationship, direct or indirect, exists between or among any of the Partnership Entities, on the one hand, and the directors, officers, equityholders, customers or suppliers of any of the Partnership Entities, on the other, that is

required by the Securities Act to be described in the Registration Statement and the Prospectus and that is not so described in such documents and in the Time of Sale Prospectus.

(xx) *No Broker's Fees* . None of the Partnership Entities or any of their respective subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Partnership Entities or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Units.

(yy) *Private Placement* . The Partnership has not sold or issued any securities that would be integrated with the offering of the Units contemplated by this Agreement pursuant to the Securities Act, the Securities Act Regulations or the interpretations thereof by the Commission.

(zz) *NYSE Listing of Common Units* . The Units have been approved for listing, subject to official notice of issuance and evidence of satisfactory distribution, on The New York Stock Exchange.

(aaa) *Distribution of Offering Materials* . The Partnership has not distributed and, prior to the later to occur of the Closing Date and the completion of the distribution of the Units, will not distribute any offering material in connection with the offering and sale of the Units other than any preliminary prospectus, the Prospectus, any free writing prospectus to which the Manager have consented in accordance with Section 3(l), any press release or other announcement permitted by the Securities Act, including Rule 134 or Rule 135 under the Securities Act.

(bbb) *Statistical and Market-Related Data* . Any statistical and market-related data included in the Registration Statement, the Time of Sale Prospectus or the Prospectus are based on or derived from sources that the Partnership Entities believe, after reasonable inquiry, to be reliable and accurate and, to the extent required, the Partnership Entities have obtained the written consent to the use of such data from such sources.

(ccc) *No Debt Securities* . None of the Partnership Entities has any debt securities or preferred equity that is rated by any "nationally recognized statistical rating organization" (as such term is defined in Section 3(a)(62) of the Exchange Act).

(ddd) *Officer's Certificates* . Any certificate signed by any officer of any of the Partnership Entities and delivered to the Manager or to counsel for the Underwriters in connection with the offering of the Units shall be deemed a representation and warranty by each of the Partnership Entities to each Underwriter as to the matters covered thereby.

2. *Agreements to Sell and Purchase.* The Partnership hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Partnership the respective numbers of Firm Units set forth in Schedule II hereto opposite its name at the purchase price set forth in Schedule I hereto (the " **Purchase Price** ").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Partnership agrees to sell to the Underwriters the Additional Units, and the Underwriters shall have the right to purchase, severally and not jointly, up to the number of Additional Units set forth in Schedule I hereto at the Purchase Price, provided, however, that the amount paid by the Underwriters for any Additional Units shall be reduced by an amount per unit equal to any distribution declared by the Partnership and payable on the Firm Units but not payable on such Additional Units. You may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of the Prospectus. Any exercise notice shall specify the number of Additional Units to be purchased by the Underwriters and the date on which such Common Units are to be purchased. Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Units nor later than ten business days after the date of such notice. Additional Units may be purchased as provided in Section 4 hereof solely for the purpose of covering sales of Common Units in excess of the number of the Firm Units. On each day, if any, that Additional Units are to be purchased (an " **Option Closing Date** "), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Units (subject to such adjustments to eliminate fractional Common Units as you may determine) that bears the same proportion to the total number of Additional Units to be purchased on such Option Closing Date as the number of Firm Units set forth in Schedule II hereto opposite the name of such Underwriter bears to the total number of Firm Units.

3. *Public Offering* . The Partnership is advised by you that the Underwriters propose to make a public offering of their respective portions of the Units as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Partnership is further advised by you that the Units are to be offered to the public upon the terms set forth in the Prospectus.

4. *Payment and Delivery*. Payment for the Firm Units shall be made to the Partnership in Federal or other funds immediately available in New York City on the closing date and time set forth in Schedule I hereto, or at such other time on the same or such other date, not later than the fifth business day thereafter, as may be designated in writing by you. The time and date of such payment are hereinafter referred to as the " **Closing Date** ."

Payment for any Additional Units shall be made to the Partnership in Federal or other funds immediately available in New York City on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than the tenth business day thereafter, as may be designated in writing by you.

The Firm Units and the Additional Units shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date or the applicable Option Closing Date, as the case may be, for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with the transfer of the Units to the Underwriters duly paid, against payment of the Purchase Price therefor.

5. *Conditions to the Underwriters' Obligations* . The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Partnership Entities by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act; and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Partnership and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Units on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the General Partner, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Partnership contained in this Agreement are true and correct as of the Closing Date and that the Partnership has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date opinions of each of Andrews Kurth LLP, outside counsel for the Partnership, Kaufman & Canoles, P.C., outside counsel for the Partnership, and Richards, Layton and Finger, P.A., outside counsel for the Partnership, in form and substance satisfactory to counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibit A-1, Exhibit A-2 and Exhibit A-3 hereto, respectively, and to such further effect as counsel to the Underwriters may reasonably request.

(d) The Underwriters shall have received on the Closing Date an opinion of Vinson & Elkins L.L.P., counsel for the Underwriters, in form and substance satisfactory to counsel for the Underwriters, dated the Closing Date.

The opinion of counsel for the Partnership described in Section 5(c) above shall be rendered to the Underwriters at the request of the Partnership and shall so state therein.

(e) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and

the Prospectus; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" not more than three business days prior to the Closing Date or such settlement date.

(f) The Representative shall have received from Grant Thornton LLP a customary comfort letter dated the date of this Agreement, the Closing Date and any settlement date, and addressed to the Representative (with executed copies for each of the Underwriters) in the forms satisfactory to the Representative, which letter shall cover, without limitation, the financial statements of MACS as of December 31, 2013 and for the period from October 3, 2013 to December 31, 2013 and of MACS Holdings, LLC for the period from January 1, 2013 to October 2, 2013, as included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus, the Prospectus and each Permitted Free Writing Prospectus.

(g) The Representative shall have received from PricewaterhouseCoopers LLP a customary comfort letter dated the date of this Agreement, the Closing Date and any settlement date, and addressed to the Representative (with executed copies for each of the Underwriters) in the forms satisfactory to the Representative, which letter shall cover, without limitation, the financial statements of MACS for the years ended 2011 and 2012, as included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus, the Prospectus and each Permitted Free Writing Prospectus.

(h) The Representative shall have received from Deloitte & Touche LLP a customary comfort letter dated the date of this Agreement, the Closing Date and any settlement date, and addressed to the Representative (with executed copies for each of the Underwriters) in the forms satisfactory to the Representative, which letter shall cover, without limitation, the statements of revenues and direct operating expenses of Aloha, as included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus, the Prospectus and each Permitted Free Writing Prospectus.

(i) The Representative shall have from the Partnership Parties a certificate, dated such Closing Date, of the Chief Financial Officer, substantially in the form attached as Exhibit C hereto.

(j) The "lock-up" agreements, each substantially in the form of Exhibit B hereto, between you and certain shareholders, officers and directors of the Partnership relating to sales and certain other dispositions of Common Units or certain other securities, delivered to you on or before the date hereof, shall be in full force and effect on the Closing Date.

(k) The several obligations of the Underwriters to purchase Additional Units hereunder are subject to the delivery to you on the applicable Option Closing Date of the following:

(i) a certificate, dated the Option Closing Date and signed by an executive officer of the Partnership, confirming that the certificate delivered on the Closing Date pursuant to Section 5(b) hereof remains true and correct as of such Option Closing Date;

(ii) opinions of Andrews Kurth LLP, outside counsel for the Partnership, Kaufman & Canoles, P.C., outside counsel for the Partnership, and

Richards, Layton and Finger, P.A., outside counsel for the Partnership, dated the Option Closing Date, relating to the Additional Units to be purchased on such Option Closing Date and otherwise to the same effect as the opinions required by Section 5 (c) hereof;

(iii) an opinion of Vinson & Elkins L.L.P., counsel for the Underwriters, dated the Option Closing Date, relating to the Additional Units to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 5(d) hereof;

(iv) a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, independent public accountants, substantially in the same form and substance as the letter furnished to the Underwriters pursuant to Section 5(e) hereof; *provided* that the letter delivered on the Option Closing Date shall use a "cut-off date" not earlier than three business days prior to such Option Closing Date;

(v) a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, from Grant Thornton LLP, independent public accountants, substantially in the same form and substance as the letter furnished to the Underwriters pursuant to Section 5(f) hereof; *provided* that the letter delivered on the Option Closing Date shall use a "cut-off date" not earlier than three business days prior to such Option Closing Date;

(vi) a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, independent public accountants, substantially in the same form and substance as the letter furnished to the Underwriters pursuant to Section 5(g) hereof; *provided* that the letter delivered on the Option Closing Date shall use a "cut-off date" not earlier than three business days prior to such Option Closing Date;

(vii) a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, from Deloitte & Touche LLP, independent public accountants, substantially in the same form and substance as the letter furnished to the Underwriters pursuant to Section 5(h) hereof; *provided* that the letter delivered on the Option Closing Date shall use a "cut-off date" not earlier than three business days prior to such Option Closing Date; and

(viii) such other documents as you may reasonably request with respect to the good standing of the Partnership, the due authorization and issuance of the Additional Units to be sold on such Option Closing Date and other matters related to the issuance of such Additional Units.

6. *Covenants of the Partnership* . The Partnership covenants with each Underwriter as follows:

(a) To furnish to you, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to

each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Prospectus or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which you reasonably object.

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Partnership and not to use or refer to any proposed free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter or the Partnership being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Units at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Units as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Partnership) to which Units may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the

statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Units for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request.

(h) To make generally available to the Partnership's security holders and to you as soon as practicable an earnings statement of the Partnership (which need not be audited) which shall satisfy the provisions of Section 11(a) of the Securities Act and the Securities Act Regulations (including, at the option of the Partnership, Rule 158).

(i) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Partnership's counsel and the Partnership's accountants in connection with the registration and delivery of the Units under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Partnership and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Units (within the time required by Rule 456(b)(1), if applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Units to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Units under state securities laws and all expenses in connection with the qualification of the Units for offer and sale under state securities laws as provided in Section 6(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iv) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Units by FINRA, (v) all costs and expenses incident to listing the Units on the New York Stock Exchange, (vi) the cost of printing certificates representing the Units, (vii) the costs and charges of any transfer agent, registrar or depositary, (viii) the costs and expenses of the Partnership relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Units, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Partnership, travel and lodging expenses of the representatives and officers of the Partnership and any such consultants, and 50.0% of the cost of any aircraft chartered in connection with the road show, (ix) the document production charges and expenses associated with printing this Agreement and (x) all other costs and expenses incident to the performance of the obligations of the Partnership hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled

"Indemnification" and Section 9 entitled "Contribution" and the last paragraph of Section 11 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, stock transfer taxes payable on resale of any of the Units by them and any advertising expenses connected with any offers they may make.

(j) If the third anniversary of the initial effective date of the Registration Statement occurs before all the Units have been sold by the Underwriters, prior to the third anniversary to file a new shelf registration statement and to take any other action necessary to permit the public offering of the Units to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by the Commission;

(k) If requested by the Managers, to prepare a final term sheet relating to the offering of the Units, containing only information that describes the final terms of the offering in a form consented to by the Managers, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Units.

The Partnership also covenants with each Underwriter that, without the prior written consent of the Manager identified in Schedule I with the authorization to release this lock-up on behalf of the Underwriters, it will not, during the restricted period set forth in Schedule I hereto (the " **Restricted Period** "), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Units or any securities convertible into or exercisable or exchangeable for Common Units or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Units or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any Common Units or any securities convertible into or exercisable or exchangeable for Common Units (except for the filing of a registration statement on Form S-8 to register Common Units under existing employee benefit or equity compensation plans or a registration statement on Form S-3 to register Common Units or other Partnership securities, provided that the Partnership shall not issue any Common Units thereunder until expiration of the Restricted Period). The foregoing sentence shall not apply to (a) the Units to be sold hereunder, (b) the issuance by the Partnership of Common Units upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof of which the Underwriters have been advised in writing, (c) the issuance of Common Units or options to purchase common units granted pursuant to an existing employee benefit or equity compensation plans, (d) the deemed issuance of Common Units under Section 16 of the Exchange Act upon the cash settlement of phantom units or stock appreciation rights outstanding as of the date of this Agreement, or (e) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Units, *provided* that (i) such plan does not provide for the transfer of Common Units during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Partnership regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Units may be made under such plan during the Restricted Period.

7. *Covenants of the Underwriters* . Each Underwriter severally covenants with the Partnership not to take any action that would result in the Partnership being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Partnership thereunder, but for the action of the Underwriter.

8. *Indemnification* .

(a) The Partnership agrees to indemnify and hold harmless each Underwriter, its affiliates (as such term is defined in Rule 501 (b) under the Securities Act (each, an " **Affiliate** ")), its selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included (A) in any preliminary prospectus, any free writing prospectus, the Time of Sale Prospectus or the Prospectus (or any amendment or supplement of the foregoing), or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act, or (B) in any materials or information provided to investors by, or with the approval of, the Partnership in connection with the marketing of the offering of the Units (" **Marketing Materials** "), including any road show or investor presentations made to investors by the Partnership (whether in person or electronically), or the omission or alleged omission in any preliminary prospectus, free writing prospectus, Prospectus or in any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; *provided* that (subject to Section 8(d) below) any such settlement is effected with the written consent of the Partnership;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Manager), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided , however , that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement (or any amendment thereto), including the Time of Sale Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(b) *Indemnification of the Partnership* . Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Partnership, each director and officer of the General Partner who signed the Registration Statement, and each person, if any, who controls the Partnership within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Time of Sale Prospectus or the Prospectus (or any supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(c) *Actions against Parties; Notification* . Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 8(a) above, counsel to the indemnified parties shall be selected by the Manager, and, in the case of parties indemnified pursuant to Section 8(b) above, counsel to the indemnified parties shall be selected by the Partnership. An indemnifying party may participate at its own expense in the defense of any such action; *provided , however* , that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances.

(d) *Settlement Without Consent if Failure to Reimburse* . The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment; *provided , however* , that if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by this Section 8, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement and (iii) such indemnified party shall have given the indemnifying party at least 60 days prior notice of its intention to settle. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of

judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity or contribution was or could have been sought under this Section 8 or Section 9 hereof by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include any statements as to, any findings of or admission of fault, culpability or failure to act by or on behalf of any indemnified party.

9. *Contribution* . If the indemnification provided for in Section 8 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other hand, from the offering of the Units pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions, or in connection with any violation of the nature referred to in Section 8(e) hereof, that resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Units pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Units pursuant to this Agreement (before deducting expenses) received by the Partnership, on the one hand, and the total underwriting discount received by the Underwriters, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Units as set forth on the cover of the Prospectus.

The relative fault of the Partnership, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Partnership or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or any violation of the nature referred to in Section 8(e) hereof.

The Partnership and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 9 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the underwriting commissions received by such Underwriter in connection with the Common Units underwritten by it and distributed to the public.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 9, each person, if any, who controls an Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each Underwriter's Affiliates and selling agents shall have the same rights to contribution as such Underwriter, and each director and officer of the General Partner who signed the Registration Statement, and each person, if any, who controls the Partnership within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Partnership. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several, and not joint, in proportion to the number of Units set forth opposite their respective names in Schedule II hereto.

10. *Termination* . The Underwriters may terminate this Agreement by notice given by you to the Partnership, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of The New York Stock Exchange or The NASDAQ Stock Market, (ii) trading of any securities of the Partnership shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Units on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

11. *Effectiveness; Defaulting Underwriters* . This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Units that it has or they have agreed to purchase hereunder on such date, and the aggregate number of Units, which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Units to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Units set forth opposite their respective names in Schedule II bears to the aggregate number of Firm Units set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Common Units which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the number of Common Units that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 11 by an amount in excess of one-ninth of such number of

Common Units without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Units and the aggregate number of Firm Units with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Units to be purchased on such date, and arrangements satisfactory to you and the Partnership for the purchase of such Firm Units are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Partnership. In any such case either you or the Partnership shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Units and the aggregate number of Additional Units with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Units to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Units to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Units that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Partnership to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Partnership shall be unable to perform its obligations under this Agreement, the Partnership will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

12. *Entire Agreement* . (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Common Units, represents the entire agreement between the Partnership and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Common Units.

(b) The Partnership acknowledges that in connection with the offering of the Common Units: (i) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Partnership or any other person, (ii) the Underwriters owe the Partnership only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) the Underwriters may have interests that differ from those of the Partnership. The Partnership waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Common Units.

13. *Counterparts* . This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. *Applicable Law* . This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

15. *Headings* . The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

16. *Notices* . All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to you at the address set forth in Schedule I hereto; and if to the Company shall be delivered, mailed or sent to the address set forth in Schedule I hereto.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Partnership a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Partnership in accordance with its terms.

Very truly yours,

SUSSER PETROLEUM PARTNERS LP

By: Susser Petroleum Partners GP LLC,
its general partner

By: /s/ Mary E. Sullivan
Name: Mary E. Sullivan
Title: Executive Vice President, CFO and Treasurer

Accepted as of the date hereof

Morgan Stanley & Co. LLC

Acting on behalf of itself and the several
Underwriters named in Schedule II hereto

By: Morgan Stanley & Co. LLC

By: /s/ John Sartorius
Name: John Sartorius
Title: Vice President

SIGNATURE PAGE TO THE
UNDERWRITING AGREEMENT

SCHEDULE I

Manager:	Morgan Stanley & Co. LLC
Manager authorized to release lock-up under Section 6:	Morgan Stanley & Co. LLC
Registration Statement File No.:	333-192335
Time of Sale Prospectus	1. Prospectus dated December 5, 2013 relating to the Shelf Securities 2. The preliminary prospectus supplement dated October 21, 2014 relating to the Units 3. Price to Public: $46.25 4. Number of Firm Units: 8,000,000 5. Number of Additional Units: 1,200,000
Lock-up Restricted Period:	40 days
Title of Units to be purchased:	Common Units Representing Limited Partner Units of Susser Petroleum Partners LP
Number of Firm Units:	8,000,000
Number of Additional Units:	1,200,000
Purchase Price to Underwriters pursuant to Section 2 of this Agreement:	$44.8625 per unit
Selling Concession:	$0.83250 per unit
Closing Date and Time:	October 27, 2014 8:00 a.m. Houston time
Address for Notices to Underwriters:	Morgan Stanley & Co. LLC 1585 Broadway New York, New York 10036 Attention: Equity Syndicate Desk, with a copy, in the case of any notice pursuant to Section 8(c), to the Legal Department

Address for Notices to the Partnership:

Susser Petroleum Partners GP LLC
555 East Airtex Drive
Houston, Texas 77073
Attention: General Counsel

SCHEDULE II

Underwriters	Number of Firm Units
Morgan Stanley & Co. LLC	1,600,002
Merrill Lynch, Pierce, Fenner & Smith Incorporated	581,818
Barclays Capital Inc.	581,818
Citigroup Global Markets Inc.	581,818
Credit Suisse Securities (USA) LLC	581,818
Deutsche Bank Securities Inc.	581,818
Goldman, Sachs & Co.	581,818
Jefferies LLC	581,818
J.P. Morgan Securities LLC	581,818
RBC Capital Markets, LLC	581,818
UBS Securities LLC	581,818
Wells Fargo Securities, LLC	581,818
Total	8,000,000

SCHEDULE III

Subsidiaries

- Susser Petroleum Operating Company LLC, a Delaware limited liability company
- T&C Wholesale LLC, a Texas limited liability company
- Susser Petroleum Property Company LLC, a Delaware limited liability company
- Susser Energy Services LLC, a Texas limited liability company
- Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company
- Southside Oil, LLC, a Virginia limited liability company
- MACS Retail LLC, a Virginia limited liability company

SCHEDULE IV

Jurisdictions of Formation and Foreign Qualification

Entity	Jurisdiction of Formation	Jurisdiction(s) of Foreign Qualification
Susser Petroleum Partners LP	Delaware	Texas
Susser Petroleum Partners GP LLC	Delaware	Texas
Susser Petroleum Operating Company LLC	Delaware	Arkansas Kansas Louisiana New Mexico Oklahoma Texas
Susser Petroleum Property Company LLC	Delaware	Texas
T&C Wholesale LLC	Texas	None
Susser Energy Services LLC	Texas	Arkansas Kansas New Mexico Oklahoma
Mid-Atlantic Convenience Stores, LLC	Delaware	Maryland Virginia
Southside Oil, LLC	Virginia	Delaware Georgia Maryland New Jersey Pennsylvania Tennessee
MACS Retail LLC	Virginia	Georgia Tennessee

FORM OF OPINION OF PARTNERSHIP'S COUNSEL
TO BE DELIVERED PURSUANT TO SECTION 5(c)

We have acted as special counsel to Susser Petroleum Partners LP, a Delaware limited partnership (the " Issuer "), in connection with the Underwriting Agreement dated [Pricing Date] (the " Underwriting Agreement ") among (i) the Issuer and (ii) Morgan Stanley & Co. LLC, as representative of the several underwriters named therein (the " Underwriters "), relating to the sale by the Issuer to the Underwriters of [ ] common units (the " Firm Securities ") representing limited partner interests in the Issuer (" Common Units "). Pursuant to the Underwriting Agreement, the Issuer has granted an option to the Underwriters to purchase up to an additional [ ] Common Units (the " Option Securities "). The Firm Securities and the Option Securities are collectively referred to herein as the " Securities ."

We are furnishing this opinion letter to you pursuant to Section 5(c) of the Underwriting Agreement.

In rendering the opinions set forth herein, we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) the registration statement on Form S-3 (File No. 333-192335) relating to securities to be issued by the Issuer from time to time, including the Securities, filed by the Issuer, under the Securities Act of 1933, as amended (the " Securities Act "), with the U.S. Securities and Exchange Commission (the " SEC ") on November 14, 2013, as amended by Amendment No. 1 thereto filed with the SEC on November 15, 2013, and including the base prospectus included in such registration statement (the " Base Prospectus ") and the other information set forth in the Incorporated Documents (as defined below) and incorporated by reference in such registration statement and therefore deemed to be a part thereof (such registration statement, as so amended at the time it became effective and including the Base Prospectus and such other information incorporated by reference in such registration statement, being referred to herein as the " Registration Statement ");

(b) the preliminary prospectus supplement dated October [ ], 2014, relating to the Securities, in the form filed with the SEC pursuant to Rule 424(b) of the General Rules and Regulations (the " Rules and Regulations ") under the Securities Act (such preliminary prospectus supplement, together with the Base Prospectus, being referred to herein as the " Preliminary Prospectus ");

(c) the prospectus supplement dated [Pricing Date], relating to the Securities, in the form filed with the SEC pursuant to Rule 424 (b) of the Rules and Regulations (such prospectus supplement, together with the Base Prospectus, being referred to herein as the " Prospectus ");

(d) each of the Issuer's reports that have been filed with the SEC and are incorporated by reference in the Registration Statement (the " Incorporated Documents ");

(e) the Underwriting Agreement;

(f) the Certificate of Formation of Susser Petroleum Partners GP LLC, a Delaware limited liability company and the general partner of the Issuer (the " General Partner "), certified by the Secretary of State of the State of Delaware on October [ ], 2014, and certified by the [Assistant] Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " GP Certificate of Formation ");

(g) the Amended and Restated Limited Liability Company Agreement of the General Partner, certified by the [Assistant] Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " GP LLC Agreement ");

(h) the Certificate of Limited Partnership of the Issuer, certified by the Secretary of State of the State of Delaware on October [ ], 2014, and certified by the [Assistant] Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " Partnership's Certificate of Limited Partnership ");

(i) the First Amended and Restated Agreement of Limited Partnership of the Issuer, certified by the [Assistant] Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " Partnership Agreement ");

(j) resolutions of the Board of Directors of the General Partner dated [ ] [ ], 2014, and resolutions of the Pricing Committee of the Board of Directors of the General Partner dated October [ ], 2014, certified by the [Assistant] Secretary of the General Partner;

(k) the Certificate of Formation of Susser Petroleum Operating Company LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer (" Susser Operating "), certified by the Secretary of State of the State of Delaware on October [ ], 2014, and certified by the [Assistant] Secretary of Susser Operating, as in effect on the date hereof;

(l) the Limited Liability Company Agreement of Susser Operating, certified by the [Assistant] Secretary of Susser Operating as in effect on the date hereof;

(m) the Certificate of Formation of Susser Petroleum Property Company LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer (" PropCo "), certified by the Secretary of State of the State of Delaware on October [ ], 2014, and certified by the [Assistant] Secretary of PropCo, as in effect on the date hereof;

(n) the Limited Liability Company Agreement of PropCo, certified by the [Assistant] Secretary of PropCo as in effect on the date hereof;

(o) the Certificate of Formation of Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company (" MACS "), certified by the Secretary of State of the State of Delaware on October [ ], 2014, and certified by the [Assistant] Secretary of MACS as in effect on the date hereof;

(p) the Limited Liability Company Agreement of MACS, certified by the [Assistant] Secretary of MACS as in effect on the date hereof; the Certificate of Formation of Susser Energy Services LLC, a Texas limited liability company and wholly owned subsidiary of the Issuer (" Susser Energy "), certified by the Secretary of State of the State of Texas on October [ ], 2014, and certified by the [Assistant] Secretary of Susser Energy as in effect on the date hereof;

(q) the Limited Liability Company Agreement of Susser Energy, certified by the [Assistant] Secretary of Susser Energy as in effect on the date hereof;

(r) the Certificate of Formation of T&C Wholesale LLC, a Texas limited liability company and wholly owned subsidiary of the Issuer (" T&C Wholesale "), certified by the Secretary of State of the State of Texas on October [ ], 2014, and certified by the [Assistant] Secretary of T&C Wholesale as in effect on the date hereof;

(s) the Limited Liability Company Agreement of T&C Wholesale, certified by the [Assistant] Secretary of T&C Wholesale as in effect on the date hereof;

(t) certificates from the Secretary of State of the State of Delaware dated October [ ], 2014 as to the good standing and legal existence under the laws of the State of Delaware of the General Partner, the Issuer, Susser Operating, PropCo and MACS;

(u) (i) certificates from the Secretary of State of the State of Texas dated October [ ], 2014 as to the legal existence under the laws of the State of Texas of Susser Energy and T&C Wholesale, and (ii) statements dated as of October [ ], 2014 as to the franchise tax account status of Susser Energy and T&C Wholesale, obtained through the website of the Office of the Comptroller of Public Accounts of the State of Texas;

(v) a certificate dated the date hereof (the " Opinion Support Certificate "), executed by the President and Chief Executive Officer and by the Executive Vice President and Chief Financial Officer of the General Partner, a copy of which is attached hereto as Exhibit A;

(w) results of uniform commercial code searches dated October 8, 2014 conducted by Capitol Services, Inc. and purporting to identify all effective uniform commercial code financing statements on file in the office of the Secretary of State of the State of Delaware through September 29, 2014 naming Energy Transfer Partners, L.P., a Delaware limited partnership (" ETP "), ETC M-A Acquisition LLC, a Delaware limited liability company (" ETC M-A "), the General Partner or the Issuer as debtor (the " DE Search Results ");

(x) results of uniform commercial code searches dated October 8, 2014 purporting to identify all effective uniform commercial code financing statements on file in the office of the Secretary of State of the State of Texas through October 1, 2014 naming Stripes No. 1009 or

Stripes as debtor (the " TX Search Results " and, together with the DE Search Results, the " Lien Search Results "); [and]

(y) [each of the Applicable Orders (as defined below); and] (1)

(z) each of the Applicable Agreements (as defined below).

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Issuer and such agreements, certificates of public officials, certificates of officers or other representatives of the Issuer and others, and such other documents, certificates and records, as we have deemed necessary or appropriate as a basis for the opinions set forth herein. In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as certified or photostatic copies. As to any facts material to the opinions and statements expressed herein that we did not independently establish or verify, we have relied, to the extent we deem appropriate, upon (i) oral or written statements and representations of officers and other representatives of the Issuer (including without limitation the facts certified in the Opinion Support Certificate) and (ii) statements and certifications of public officials and others.

As used herein the following terms have the respective meanings set forth below:

" Applicable Agreements " means those agreements and other instruments identified on Schedule 1 to the Opinion Support Certificate, which have been certified by officers of the General Partner as being every indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease or other agreement that is material in relation to the business, operations, affairs, financial condition, assets, or properties of the Issuer and its subsidiaries, considered as a single enterprise.

" Applicable Orders " means those orders or decrees of governmental authorities identified on Schedule 2 to the Opinion Support Certificate, that have been certified by officers of the General Partner as being every order or decree of any governmental authority by which the Issuer or any of its subsidiaries or any of their respective properties is bound, that is material in relation to the business, operations, affairs, financial condition, assets, or properties of the Issuer and its subsidiaries, considered as a single enterprise. [However, officers of the Issuer have certified in the Opinion Support Certificate that there are no Applicable Orders.]

" Applicable Subsidiaries " means (i) Susser Petroleum Operating Company LLC, a Delaware limited liability company, (ii) T&C Wholesale LLC, a Texas limited liability company, (iii) Susser Petroleum Property Company LLC, a Delaware limited liability company, (iv) Susser Energy Services LLC, a Texas limited liability company and (v) Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company.

" Disclosure Package " means the information, considered together, comprised of (i) the disclosure set forth in the Preliminary Prospectus and (ii) the information [regarding the public

(1) Delete if the Opinion Support Certificate establishes that there are no Applicable Orders.

offering price and the number of Common Units being offered] set forth in [ ] of the Underwriting Agreement.

" Person " means a natural person or a legal entity organized under the laws of any jurisdiction.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. The Issuer is validly existing as a limited partnership and in good standing under the laws of the State of Delaware. The General Partner is validly existing as a limited liability company and in good standing under the laws of the State of Delaware. Each of the Applicable Subsidiaries is validly existing as a limited liability company and in good standing under the laws of its jurisdiction of organization (as indicated above in the definition of "Applicable Subsidiaries").

2. The Issuer has the limited partnership power and authority under the laws of the State of Delaware to (a) execute and deliver, and incur and perform all of its obligations under, the Underwriting Agreement and (b) carry on its business and own, lease and operate its properties as described in the Registration Statement, the Disclosure Package and the Prospectus. The General Partner has the limited liability company power and authority under the laws of the State of Delaware to carry on its business and own, lease and operate its properties as described in the Registration Statement, the Disclosure Package and the Prospectus. Each of the Applicable Subsidiaries has the limited liability company power and authority under the laws of its jurisdiction of formation to carry on its business and own, lease and operate its properties as described in the Registration Statement, the Disclosure Package and the Prospectus.

3. The Underwriting Agreement has been duly authorized, executed and delivered by the Issuer.

4. As of the date hereof, immediately after giving effect to the consummation of the issuance and sale of the Firm Securities to the Underwriters in accordance with the Underwriting Agreement occurring today, (a) the issued and outstanding limited partner interests in the Issuer will consist of [•] Common Units, 10,939,436 subordinated units and the Incentive Distribution Rights (as defined in the Partnership Agreement), and (b) the issued and outstanding Common Units, subordinated units and the Incentive Distribution Rights have been duly authorized and validly issued and are fully paid (to the extent required by the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Section 17-303, 17-607 or 17-804 of the Delaware Revised Uniform Limited Partnership Act (the " Delaware LP Act ")). ETP owns the Incentive Distribution Rights, and Stripes No. 1009 LLC (" Stripes No. 1009 "), Stripes LLC (" Stripes ") and ETC M-A own their respective Common Units and subordinated units, in each case, free and clear of all liens, encumbrances, security interests, charges or claims (collectively, " Liens ") in respect of which (i) a financing statement naming ETP or ETC M-A as a debtor is on file as of October 8, 2014 in the office of the Secretary of State of the State of Delaware, other than, with respect to such Incentive Distribution Rights held by ETP, the Liens described in [***Insert description of financing statements***] (the "ETP Financing Statements") or

(ii) a financing statement naming Stripes No. 1009 or Stripes as a debtor is on file as of October 8, 2014 in the office of the Secretary of State of the State of Texas.

5. ETP is the sole member of the General Partner and directly owns 100% of the member interests in the General Partner, and such member interests have been duly authorized and validly issued in accordance with the GP LLC Agreement and are fully paid (to the extent required by the GP LLC Agreement) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the " Delaware LLC Act "). ETP owns such member interests free and clear of all Liens in respect of which a financing statement naming ETP as a debtor is on file as of October 8, 2014 in the office of the Secretary of State of the State of Delaware, other than the Liens described in ETP Financing Statements.

6. The General Partner is the sole general partner of the Issuer with a non-economic general partner interest in the Issuer, and such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement. The General Partner owns such general partner interest free and clear of all Liens in respect of which a financing statement naming the General Partner as a debtor is on file as of October 8, 2014 in the office of the Secretary of State of the State of Delaware.

7. The Issuer is the sole member of Susser Operating and directly owns 100% of the member interests in Susser Operating, and such member interests have been duly authorized and validly issued in accordance with the Limited Liability Company Agreement of Susser Operating and are fully paid (to the extent required by the Limited Liability Company Agreement of Susser Operating) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware LLC Act). The Issuer owns such member interests free and clear of all Liens in respect of which a financing statement naming the Issuer as debtor is on file as of October 8, 2014 in the office of the Secretary of State of the State of Delaware, other than the Liens described in [***Insert description of financing statements***].

8. The issuance and sale of the Securities have been duly authorized by the General Partner (on behalf of the Issuer) in accordance with the Partnership Agreement.

9. The holders of outstanding Common Units are not entitled to any preemptive rights, other than those that have been waived, under the Issuer's Certificate of Limited Partnership, the Partnership Agreement, the Delaware LP Act or any Applicable Agreement, to subscribe for the Securities.

10. No Person has the right, which has not been waived, under any Applicable Agreement or the Partnership Agreement to require the registration under the Securities Act of any sale of securities issued by the Issuer, by reason of the filing or effectiveness of the Registration Statement.

11. When delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, the Firm Securities will be validly issued, fully paid (to the extent

required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Section 17-303, 17-607 or 17-804 of the Delaware LP Act).

12. The Partnership Agreement has been duly authorized, executed and delivered by the General Partner.

13. The GP LLC Agreement has been duly authorized, executed and delivered by ETP.

14. None of (i) the execution and delivery by the Issuer of the Underwriting Agreement or (ii) the consummation by the Issuer of the issuance and sale of the Firm Securities pursuant to the Underwriting Agreement, (A) constituted, constitutes or will constitute a violation of the Issuer's Certificate of Limited Partnership, the Partnership Agreement, the GP Certificate of Formation or the GP LLC Agreement, (B) constituted, constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or both, would constitute such a default), under any Applicable Agreement, (C) resulted, results or will result in the creation of any security interest in, or lien upon, any of the property or assets of the Issuer pursuant to any Applicable Agreement, (D) resulted, results or will result in any violation of (1) applicable laws of the State of New York, (2) applicable laws of the State of Texas, (3) applicable laws of the United States of America, (4) the Delaware LP Act or (5) the Delaware LLC Act, or (E) resulted, results or will result in the contravention of any Applicable Order.

15. No Governmental Approval or Filing, which has not been obtained or made and is not in full force and effect, is required to authorize, or is required for, the execution and delivery by the Issuer of the Underwriting Agreement or the consummation of the issuance and sale of the Firm Securities pursuant to the Underwriting Agreement. As used in this paragraph, " Governmental Approval or Filing " means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any executive, legislative, judicial, administrative or regulatory body of the State of New York, the State of Texas, the State of Delaware or the United States of America, pursuant to (i) applicable laws of the State of New York, (ii) applicable laws of the State of Texas, (iii) the Delaware LP Act, (iv) the Delaware LLC Act or (v) applicable laws of the United States of America.

16. The statements in the Base Prospectus under the captions "Description of the Common Units and Preferred Units," "Cash Distribution Policy and Restrictions on Distributions," "Provisions of Our Partnership Agreement Relating to Cash Distributions," "The Partnership Agreement" and "Investment in Susser Petroleum Partners LP by Employee Benefit Plans," insofar as such statements purport to summarize certain provisions of documents and legal matters referred to therein and reviewed by us as described above, fairly summarize such provisions and legal matters in all material respects, subject to the qualifications and assumptions stated therein.

17. The statements in the Preliminary Prospectus and the Prospectus under the captions "Material Tax Considerations" and "Material U.S. Federal Income Tax Consequences," insofar as they refer to statements of law or legal conclusions, fairly summarize the matters referred to therein in all material respects, subject to the qualifications and assumptions stated therein.

18. The Issuer is not, and immediately after giving effect to the issuance and sale of the Firm Securities occurring today and the application of proceeds therefrom as described in the Disclosure Package and the Prospectus, will not be, an "investment company" within the meaning of said term as used in the Investment Company Act of 1940, as amended.

In addition, we have participated in conferences with officers and other representatives of the General Partner and the Issuer, the independent registered public accounting firm for the Issuer, your counsel and your representatives at which the contents of the Registration Statement, the Disclosure Package and the Prospectus and related matters were discussed and, although we have not independently verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus (except as and to the extent set forth in paragraphs 15 and 17 above), on the basis of the foregoing (relying with respect to factual matters to the extent we deem appropriate upon statements by officers and other representatives of the General Partner), (a) we confirm to you that, in our opinion, each of the Registration Statement, as of its most recent effective date, the Preliminary Prospectus, as of its date, and the Prospectus, as of its date, appeared on its face to be appropriately responsive in all material respects to the requirements of the Securities Act and the Rules and Regulations (except that we express no statement or belief as to Regulation S-T), (b) we have not become aware of any documents that are required to be filed as exhibits to the Registration Statement and are not so filed or of any documents that are required to be summarized in the Preliminary Prospectus or the Prospectus, and are not so summarized and (c) furthermore, no facts have come to our attention that have led us to believe that (i) the Registration Statement, as of its most recent effective date, insofar as relating to the offering of the Firm Securities, contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Disclosure Package, as of [:] [a.m./p.m] on October [ ], 2014 (which you have informed us is a time prior to the time of the first sale of the Firm Securities by any Underwriter), insofar as relating to the offering of the Firm Securities, contained an untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iii) the Prospectus, as of its date and as of the date hereof, insofar as relating to the offering of the Firm Securities, contained or contains an untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, it being understood that we express no opinion, statement or belief in this letter with respect to (A) the historical and pro forma financial statements and related schedules, including the notes and schedules thereto and the auditor's report thereon, (B) any other financial or accounting data, included or incorporated or deemed incorporated by reference in, or excluded from, the Registration Statement, the Prospectus or the Disclosure Package and (C) representations and warranties and other statements of fact included in the exhibits to the Registration Statement or Incorporated Documents.

Furthermore, we advise you that according to the effectiveness order of the SEC (regarding the Registration Statement) appearing in the SEC's Electronic Data Gathering, Analysis, and Retrieval system, the Registration Statement was declared effective under the Securities Act on December 5, 2013. In addition, based solely on our review of the information made available by the SEC at http://www.sec.gov/litigation/stoporders.shtml, we confirm that the

SEC has not issued any stop order suspending the effectiveness of the Registration Statement. To our knowledge, based solely on our participation in the conferences mentioned above regarding the Registration Statement, no proceedings for that purpose are pending or have been instituted or threatened by the SEC.

We express no opinion as to the laws of any jurisdiction other than (i) applicable laws of the State of New York, (ii) applicable laws of the State of Texas, (iii) applicable laws of the United States of America, (iv) certain other specified laws of the United States of America to the extent referred to specifically herein, (v) the Delaware LP Act and (vi) the Delaware LLC Act. References herein to "applicable laws" mean those laws, rules and regulations that, in our experience, are normally applicable to transactions of the type contemplated by the Underwriting Agreement, without our having made any special investigation as to the applicability of any specific law, rule or regulation, and that are not the subject of a specific opinion herein referring expressly to a particular law or laws; *provided however* , that such references (including without limitation those appearing in paragraphs 14 and 15 above) do not include any municipal or other local laws, rules or regulations, or any antifraud, environmental, labor, securities, tax, insurance or antitrust, laws, rules or regulations.

Our opinions expressed herein are subject to the following additional assumptions and qualifications:

(i) The opinions set forth in paragraph 1 above as to the valid existence and good standing of the Issuer and the other entities mentioned in such paragraph are based solely upon our review of certificates and other communications from the appropriate public officials.

(ii) In rendering the opinion set forth in paragraph 7 above, we have assumed that the consideration recited in the resolutions of the board of directors, members, manager, general partner or other governing body serving similar functions of such subsidiary referred to in such paragraph approving the issuance of all the outstanding equity interests of such subsidiary and (b) the organizational agreement of such subsidiary, as applicable, has been received in full by such subsidiary.

(iii) In making our examination of executed documents, we have assumed (except to the extent that we expressly opine above) (1) the valid existence and good standing of each of the parties thereto, (2) that such parties had the power and authority, corporate, partnership, limited liability company or other, to enter into and to incur and perform all their obligations thereunder, (3) the due authorization by all requisite action, corporate, partnership, limited liability company or other, and the due execution and delivery by such parties of such documents and (4) to the extent such documents purport to constitute agreements, that each of such documents constitutes the legal, valid and binding obligation of each party thereto, enforceable against such party in accordance with its terms. In this paragraph (iii), all references to parties to documents shall be deemed to mean and include each of such parties, and each other person (if any) directly or indirectly acting on its behalf.

(iv) With respect to the opinions expressed in the second sentences of each of paragraphs 4, 5, 6 and 7 above, we have relied solely on the Lien Search Results, and we have assumed the completeness and accuracy of the Lien Search Results and that the methodology

utilized in generating the Lien Search Results was effective to disclose all effective uniform commercial code financing statements naming any of ETP, ETC M-A, the General Partner, the Issuer, Stripes No. 1009 or Stripes as debtor. Furthermore, we have assumed that any uniform commercial code financing statement filed in the office of the Secretary of State of the State of Delaware naming any of ETP, ETC M-A, the General Partner or the Issuer as debtor or any uniform commercial code financing statement filed in the office of the Secretary of State of the State of Texas naming Stripes No. 1009 or Stripes as debtor would have been properly filed and indexed in the records of the Secretaries of State of the States of Delaware and Texas, respectively. We wish to point out that the DE Search Results purport to disclose all effective uniform commercial code financing statements only through September 29, 2014 and the TX Search Results purport to disclose all effective uniform commercial code financing statements only through October 1, 2014, and our opinions referred to in the first sentence of this paragraph (iv) are as of that date only.

(v) The opinion set forth in paragraph 17 above with respect to United States federal income tax consequences is based upon our interpretations of current United States federal income tax law, including court authority and existing final and temporary U.S. Treasury regulations, which are subject to change both prospectively and retroactively, and upon the assumptions and qualifications discussed herein. We note that such opinion represents merely our best legal judgment on the matters presented and that others may disagree with our conclusion. Such opinion is not binding upon the Internal Revenue Service or courts, and there is no guarantee that the Internal Revenue Service will not successfully challenge our conclusions. No assurance can be given that future legislative, judicial or administrative changes, on either a prospective or retroactive basis, would not adversely affect the accuracy of our conclusions.

This opinion is being furnished only to you in connection with the sale of the Firm Securities under the Underwriting Agreement occurring today and is solely for your benefit and is not to be used, circulated, quoted or otherwise referred to for any other purpose or relied upon by any other Person, including any purchaser of any Security from you and any subsequent purchaser of any Security, without our express written permission. The opinions expressed herein are as of the date hereof only and are based on laws, orders, contract terms and provisions, and facts as of such date, and we disclaim any obligation to update this opinion letter after such date or to advise you of changes of facts stated or assumed herein or any subsequent changes in law.

FORM OF OPINION OF VIRGINIA COUNSEL
TO BE DELIVERED PURSUANT TO SECTION 5(c)

We have acted as outside Virginia counsel for Susser Petroleum Partners LP (the "Partnership") in connection with certain limited liability company matters related to the following affiliates of the Partnership: (i) Southside Oil LLC, a Virginia limited liability company ("Southside"), and MACS Retail LLC, a Virginia limited liability company ("MACS Retail"). The relationships of Southside and MACS Retail to the Partnership are described in Section 1(n) of that certain Underwriting Agreement dated October , 2014, between the Partnership, the Partnership's sole general partner Susser Petroleum Partners GP LLC, and you (the "Underwriting Agreement"). This opinion letter is provided to you at the request of the Partnership pursuant to Section 5(c) of the Underwriting Agreement.

In rendering the opinions hereinafter set forth, we have examined the following documents:

(i) The Underwriting Agreement;

(ii) The Articles of Organization and Operating Agreements of Southside and MACS Retail;

(iii) Certificates of Fact, each dated October 7, 2014, issued by the Virginia State Corporation Commission (the "SCC") with respect to Southside and MACS Retail;

(iv) The limited liability company minute books of Southside and MACS Retail; and

(v) The Registration Statement and the Final Prospectus (each as defined in the Underwriting Agreement) and certain documents, certificates and disclosures incorporated by reference therein (but only to the extent such referenced documents expressly concern Southside or MACS Retail).

With your consent, our examination has been confined solely to the above enumerated items and our opinion, as set forth herein, is based solely on the information contained therein, without any independent verification or investigation of such information; provided, as to questions of fact material to our opinions, we have also examined and relied upon (i) certain representations made by representatives of the Partnership, including, without limitation, in the Underwriting Agreement and (ii) certain certifications of public officials. We have assumed that no events have occurred subsequent to the dates of such representations and certifications that would change such representations or certifications, and we have assumed that such representations and certifications are complete and accurate as of the date hereof.

The opinions set forth herein are subject to the following assumptions:

A. Southside and MACS Retail have valid right, title and interest in and to all of the personal property and real property used in their respective businesses.

B. All documents delivered to us in connection herewith remain accurate and complete, each such document delivered as an original is authentic, and each such document delivered as a copy conforms to the original document in all respects.

C. The signatures of all natural persons are genuine and authentic, and each such natural person is legally competent.

D. All limited liability company members and managers have complied with all statutory and common law duties and standards of care and loyalty.

E. The conduct of all parties complies with all legal requirements of good faith, fair dealing and conscionability, and there has been no fraud, duress, undue influence, misunderstanding or mutual mistake of fact.

F. Except for requirements to maintain limited liability company status with the SCC (as to which we have made an investigation), we assume that each of Southside and MACS Retail have obtained, and have remained in compliance with, all licenses, permits and governmental approvals required to conduct their respective businesses as they are currently conducted.

G. All applicable statutes, rules, and regulations are valid and constitutional.

Based on the foregoing and subject to the assumptions and qualifications contained herein, it is our opinion as of the date hereof that:

1. Each of Southside and MACS Retail is a validly existing limited liability company under the laws of the Commonwealth of Virginia, recognized by the SCC as provided in a certificate of fact.

2. Each of Southside and MACS Retail has the power and authority under its Articles of Organization and Operating Agreement, and under applicable limited liability company law, to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Final Prospectus (each as defined in the Underwriting Agreement).

The foregoing opinions are subject to the following additional limitations and qualifications:

a. Our opinion is based solely upon federal law and the laws of the Commonwealth of Virginia (without giving effect to Virginia's principles of conflict of laws) and we express no opinion based upon the laws of any other state. This opinion does not address, and expressly excludes, any consideration of (i) local laws (e.g. laws of cities, counties, towns, and other political subdivisions and districts), (ii) securities laws, (iii) antitrust and unfair competition laws, (iv) tax laws, (v) labor laws, (vi) pension and employee benefit laws, (vii) intellectual property laws, (viii) health and safety laws, (ix) subdivision, zoning, environmental, and land use laws, (x) criminal laws, including, without limitation, racketeering and forfeiture laws, (xi) laws pertaining to fiduciary duties, (xii) laws relating to margin requirements, (xiii) laws relating to handicapped persons, including, without limitation, the Federal Architectural Barriers Act, and the Americans With

Disabilities Act of 1990, as interpreted by applicable agencies, (xiv) laws relating to national and local emergencies, (xv) the Federal Assignment of Claims Act, (xvi) the Interstate Land Sales Full Disclosure Act, (xvii) the Troubled Asset Relief Program created under the Emergency Economic Stabilization Act of 2008, (xviii) the Term Asset-Backed Securities Loan Facility created under the Federal Reserve Act, (xix) consumer protection laws, (xx) the Financial Institutions Reform Recovery and Enforcement Act of 1989, and (xxi) laws related to terrorism or money-laundering, including, without limitation (A) the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56) and (B) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism."

b. We express no opinion as to any matters pertaining to the ownership, construction, maintenance, use, or operation of any real property or personal property, to the existence or status of any liens or encumbrances thereon, or to the priority of any liens or security interests. In that connection, we advise you that we have not, for purposes of this opinion, made or undertaken to make any investigation as to the existence of, or the state of title to, any real property or personal property whether described in the Registration Statement or Final Prospectus or otherwise.

c. We express no opinion which is not expressly stated in the paragraphs numbered 1 and 2 above, including, without limitation, any opinion as to any agreements of Southside or MACS Retail (other than their limited liability company operating agreements).

d. We have not been asked to, and do not render any opinion with respect to, the general business affairs or creditworthiness of Southside or MACS Retail.

e. We have not been asked to, and do not provide, any Rule 10b5 opinion or negative assurance with respect to any statements made in the Registration Statement or the Final Prospectus (each as defined in the Underwriting Agreement) or in any documents, certificates or disclosures incorporated by reference therein.

This opinion letter shall be interpreted in accordance with the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Section of Business Law as published in 53 Business Lawyer 831 (May, 1998).

The opinions set forth herein may be relied upon by you only in connection with the transaction described in the Registration Statement and the Final Prospectus and for no other purpose, and may not be distributed to or relied upon by any other person, quoted in whole or in part, or otherwise reproduced in any other document (except copies of this opinion may be included in any binder of documents for the transaction to which this opinion relates), nor is it to be filed with any governmental agencies other than the regulatory authorities having jurisdiction over your underwriting business without, in each instance, our prior written consent.

Finally, we do not undertake to advise you of any changes in the opinions expressed herein resulting from matters that might hereafter come or be brought to our attention.

EXHIBIT A-3

FORM OF OPINION OF DELAWARE COUNSEL
TO BE DELIVERED PURSUANT TO SECTION 5(c)

We have acted as special Delaware counsel for Susser Petroleum Partners GP LLC, a Delaware limited liability company (the "General Partner"), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

For purposes of giving the opinions hereinafter set forth, our examination of documents has been limited to the examination of executed or conformed counterparts, or copies otherwise proved to our satisfaction, of the following:

1. The First Amended and Restated Agreement of Limited Partnership of Susser Petroleum Partners LP, a Delaware limited partnership (the "Partnership"), dated as of September 25, 2012, among the General Partner, as the general partner of the Partnership, Susser Holdings Corporation, a Delaware corporation, in its capacity as the Organizational Limited Partner (as defined therein), and the other Persons (as defined therein) who become Partners (as defined therein) in the Partnership or parties thereto as provided therein, as amended by the Purchase and Sale Agreement, dated as of September 19, 2014 (the "Purchase Agreement"), between Susser Holdings Corporation and Energy Transfer Partners, L.P. ("ETP") (as so amended, the "Partnership Agreement"); and

2. The Amended and Restated Limited Liability Company Agreement of the General Partner, dated as of September 25, 2012, entered into by Susser Holdings Corporation, a Delaware corporation, as the sole member, as amended by the Purchase Agreement (as so amended, the "General Partner Agreement").

Initially capitalized terms used herein and not otherwise defined are used as defined in the Partnership Agreement.

For purposes of this opinion, we have not reviewed any documents other than the documents listed in paragraphs (a) and (b) above. In particular, we have not reviewed any document (other than the documents listed in paragraphs (a) and (b) above) that is referred to in or incorporated by reference into any document reviewed by us. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

With respect to all documents examined by us, we have assumed that (i) all signatures on documents examined by us are genuine, (ii) all documents submitted to us as originals are authentic, and (iii) all documents submitted to us as copies conform with the originals of those documents.

For purposes of this opinion, we have assumed (i) that the Partnership Agreement constitutes the entire agreement among the parties thereto with respect to the subject matter thereof, including with respect to the admission of partners to, and the formation, operation, management and termination of, the Partnership, and that the Partnership Agreement is in full force and effect, has not been amended and no amendment of such document is pending or has been proposed, (ii) that the General Partner Agreement constitutes the entire agreement among the parties thereto with respect to the subject matter thereof, including with respect to the admission of members to, and the formation, operation, management and termination of, the General Partner, and that the General Partner Agreement is in full force and effect, has not been amended and no amendment of such document is pending or has been proposed, (iii) that any amendment or restatement of any document reviewed by us has been accomplished in accordance with, and was permitted by, the relevant provisions of such document prior to its amendment or restatement from time to time, (iv) that there are no proceedings pending or contemplated for the merger, consolidation, conversion, dissolution, liquidation or termination of the Partnership or the General Partner, (v) that each of the General Partner and the Partnership has been duly formed and is validly existing in good standing as a limited liability company or limited partnership, respectively, under the laws of the State of Delaware, (vi) that each party to the documents examined by us has been duly created, organized or formed, as the case may be, and is validly existing in good standing under the laws of the jurisdiction governing its creation, organization or formation, (vii) the legal capacity of natural persons who are signatories to the documents examined by us, (viii) that each of the parties to the documents examined by us has the power and authority to execute and deliver, and to perform its obligations under, such documents, (ix) that each of the parties to the documents examined by us has duly authorized, executed and delivered such documents, including the execution of a counterpart of the General Partner Agreement by ETP, (x) that the transactions contemplated by the Purchase Agreement were accomplished in accordance with the terms of the General Partner Agreement and the Partnership Agreement, (xi) that ETP has been admitted to the General Partner as a member of the General Partner and the General Partner has at all times had at least one member, and (xii) except to the extent provided in paragraphs 1 and 2 below, that each of the documents reviewed by us constitutes a valid and binding agreement of the parties thereto, and is enforceable against the parties thereto, in accordance with its terms. We have not participated in the preparation of any offering material relating to the Partnership or the General Partner and assume no responsibility for the contents of any such material.

This opinion is limited to the laws of the State of Delaware (excluding the securities laws, blue sky laws and tax laws of the State of Delaware), and we have not considered and express no opinion on the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. Our opinions are rendered only with respect to Delaware laws and rules, regulations and orders thereunder that are currently in effect. In rendering the opinions set forth herein, we express no opinion concerning (i) the creation, attachment, perfection or priority of any security interest, lien or other encumbrance, or (ii) the nature or validity of title to any property.

Based upon the foregoing, and upon our examination of such questions of law and statutes of the State of Delaware as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

3. The Partnership Agreement constitutes a valid and binding agreement of the General Partner, and is enforceable against the General Partner, in accordance with its terms.

4. The General Partner Agreement constitutes a valid and binding agreement of ETP, and is enforceable against ETP, in accordance with its terms.

The opinions expressed above are subject to the following additional assumptions, qualifications, limitations and exceptions:

A. The opinions expressed above are subject to the effect upon the Partnership Agreement and the General Partner Agreement of (i) bankruptcy, insolvency, moratorium, receivership, reorganization, liquidation and other similar laws relating to or affecting the rights and remedies of creditors generally, (ii) principles of equity (regardless of whether considered and applied in a proceeding in equity or at law), (iii) the law of fraudulent transfer and conveyance, (iv) public policy, including the effect of applicable public policy on the enforceability of provisions relating to indemnification, exculpation, contribution, and the waiver or release of statutory, legal or equitable rights, defenses or claims, (v) applicable law relating to fiduciary duties, and (vi) judicial imposition of an implied covenant of good faith and fair dealing. The opinion expressed in paragraph 1 above is also subject to Section 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101, et seq . (the "LP Act"). The opinion expressed in paragraph 2 above is also subject to Section 18-607 and 18-804 of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq . (the "LLC Act").

B. In rendering the opinions expressed above, we express no opinion with respect to (i) provisions of a document reviewed by us to the extent that such provisions purport to bind a person or entity that is not a party to such document, (ii) any provision of a document reviewed by us to the effect that the failure to exercise or delay in exercising rights or remedies will not impair or operate as a waiver of such rights or remedies, (iii) transfer restrictions in a document reviewed by us to the extent that a transfer occurs by operation of law, (iv) any provision of a document reviewed by us that purports or would operate to render ineffective any waiver or modification not in writing, and (v) provisions of any document reviewed by us purporting to consent to service of process by mail.

C. In rendering the opinion expressed in paragraph 1 above, we express no opinion with respect to (i) any provision of the Partnership Agreement relating to a waiver of punitive damages, (ii) Section 3.2 of the Partnership Agreement to the extent inconsistent with Section 17-303 of the LP Act, (iii) the last sentence of Section 7.1(b) of the Partnership Agreement, (iv) the last sentence of Section 7.6 (b) of the Partnership Agreement, (v) Section 7.6(c) of the Partnership Agreement to the extent it purports to limit obligations to any Person who is not a party to the Partnership Agreement, (vi) Section 7.9(c) of the Partnership Agreement to the extent it purports to limit obligations under any agreement other than the Partnership Agreement and obligations to any Person who is not a party to the Partnership Agreement, and (vii) Section 11.2 of the Partnership Agreement to the extent it purports to provide for the removal or admission of a general partner or managing member of a Group Member.

D. In rendering the opinion expressed in paragraph 2 above, we express no opinion with respect to (i) Section 8.1(b) of the General Partner Agreement to the extent that, notwithstanding such provision, under Section 18-801 of the LLC Act, certain statutory events may cause the General Partner to dissolve, and (ii) Section 8.3 of the General Partner Agreement to the extent such provision is inconsistent with Section 18-804 of the LLC Act.

E. With respect to Section 16.9(b) of the Partnership Agreement (the "Forum Selection Provision"), we have assumed (i) that the submission by the parties to the jurisdiction of the specified court(s) has been freely agreed to by the parties to the Partnership Agreement, (ii) that the Forum Selection Provision would not be determined to be unreasonable at the time of any legal action or proceeding, and (iii) that the Forum Selection Provision would not place any of the parties to the Partnership Agreement at a substantial and unjust advantage or otherwise deny such party of its day in court.

We understand that you will rely as to matters of Delaware law upon this opinion in connection with the matters set forth herein. In connection with the foregoing, we hereby consent to your relying as to matters of Delaware law upon this opinion, subject to the understanding that the opinions herein are given on the date hereof and such opinions are rendered only with respect to facts existing on the date hereof and laws and rules, regulations and orders thereunder in effect as of such date. Except as stated above, without our prior written consent, this opinion may not be furnished or quoted to, or relied upon by, any other Person for any purpose.

EXHIBIT B

FORM OF LOCK-UP AGREEMENT PURSUANT TO SECTION 5(f)

October [•], 2014

Morgan Stanley & Co. LLC
As Representative of the several Underwriters
c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC (" **Morgan Stanley** ") proposes to enter into an Underwriting Agreement (the " **Underwriting Agreement** ") with Susser Petroleum Partners LP, a Delaware limited partnership (the " **Partnership** "), providing for the public offering (the " **Public Offering** ") by the several Underwriters, including Morgan Stanley (the " **Underwriters** "), of common units representing limited partner interests (" **Common Units** ").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 40 days after the date of the final prospectus (the " **Restricted Period** ") relating to the Public Offering (the " **Prospectus** "), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Units beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the " **Exchange Act** ")), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Units or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Units or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to Common Units or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Units or other securities acquired in such open market transactions, (b) transfers of Common Units or any security convertible into Common Units as a bona fide gift, (c) distributions of Common Units or any security convertible into Common Units to limited partners or unitholders of the undersigned, or (d) dispositions to any trust for the direct or indirect benefit of the undersigned and/or the immediate family of the undersigned; *provided* that in the case of any transfer or distribution pursuant to clause (b), (c) or (d), (i) each donee or distributee shall sign and deliver a lock up letter substantially in the form of this letter and (ii) no

filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of Common Units, shall be required or shall be voluntarily made during the Restricted Period, (d) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Units, *provided* that (i) such plan does not provide for the transfer of Common Units during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Partnership regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Units may be made under such plan during the Restricted Period, (e) existing pledges pursuant to loan or similar agreements in effect on the date hereof, as amended from time to time, or any successor to any such agreement, or any transfers pursuant to any such agreement, or (f) the deemed disposition of Common Units under Section 16 of the Exchange Act upon the cash settlement of phantom units or stock appreciation rights outstanding as of the date of this Agreement. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any Common Units or any security convertible into or exercisable or exchangeable for Common Units. The undersigned also agrees and consents to the entry of stop transfer instructions with the Partnership's transfer agent and registrar against the transfer of the undersigned's Common Units except in compliance with the foregoing restrictions.

The undersigned understands that the Partnership and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Partnership and the Underwriters.

Very truly yours,

_____

(Name)

_____

(Address)

EXHIBIT C

FORM OF CHIEF FINANCIAL OFFICER'S CERTIFICATE
PURSUANT TO SECTION 5(I)

The undersigned, Mary E. Sullivan, the duly appointed Executive Vice President, Chief Financial Officer and Treasurer of Susser Petroleum Partners GP LLC (the " ***General Partner*** "), which acts as the general partner of Susser Petroleum Partners LP (the " ***Partnership*** "), solely in the undersigned's capacity as Executive Vice President, Chief Financial Officer and Treasurer, that in connection with the offering by the Partnership of 8,000,000 common units representing limited partner interests in the Partnership (the " ***Common Units*** "), as described in the base prospectus dated December 5, 2013 (the " ***Base Prospectus*** "), included in the registration statement on Form S-3 (No. 333-192335) filed by the Partnership under the Securities Act of 1933, as amended (the " ***Securities Act*** "), and the related prospectus dated October 21, 2014, as filed with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act (the " ***Final Prospectus*** ," and together with the Base Prospectus, the " ***Prospectus*** "), that:

1. The undersigned is responsible for establishing and maintaining disclosure controls and procedures and internal control over financial reporting for the Partnership, and the undersigned is responsible for oversight and supervision of the Partnership's financial and accounting functions and staff.

2. The undersigned has examined the preliminary unaudited financial information set forth under the caption "Summary—Recent Developments—Preliminary Estimate of Selected Third Quarter Financial and Operating Results" in the Prospectus.

3. The Partnership has prepared each of the numbers (the " ***Financial Numbers*** ") that are circled and ticked with the symbol "X" in the pages of the Prospectus attached in Appendix I hereto in good faith based upon the assumptions that the Partnership's management believes are reasonable and each of the Financial Numbers is accurately derived from the appropriate internal accounting or financial records or internal analyses of the Partnership and its subsidiaries.

The undersigned is aware that this certificate is being delivered pursuant to Section 5(i) of the Underwriting Agreement dated October 21, 2014, and is to assist Morgan Stanley & Co. LLC, as representative of the several underwriters, in conducting and documenting its investigation of the affairs of the Partnership in connection with the Partnership's offering of the Common Units covered by the Prospectus.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

By: _____
Name: Mary E. Sullivan
Title: Executive Vice President, Chief Financial Officer and Treasurer

Exhibit 5.1

ANDREWS KURTH LLP
ATTORNEYS

600 Travis, Suite 4200
Houston, Texas 77002
713.220.4200 Phone
713.220.4285 Fax
andrewskurth.com

October 23, 2014

Susser Petroleum Partners LP
555 East Airtex Drive
Houston, Texas 77073

Ladies and Gentlemen:

We have acted as special counsel to Susser Petroleum Partners LP, a Delaware limited partnership (the " Partnership "), in connection with an offering and sale by the Partnership of common units representing limited partner interests in the Partnership (" Common Units "). Such offering and sale have been registered with the United States Securities and Exchange Commission (the " SEC "), pursuant to the Partnership's registration statement on Form S-3 (Registration No. 333-192335) initially filed with the SEC on November 14, 2013, and subsequently amended by Amendment No. 1 thereto filed with the SEC on November 15, 2013. Such registration statement, as so amended, at the time it was declared effective by the SEC on December 5, 2013, is referred to herein as the " Registration Statement ."

The Partnership has conducted such offering of up to 9,200,000 Common Units on a firm commitment underwritten basis, pursuant to (i) its prospectus dated December 5, 2013 included in the Registration Statement, as supplemented by its prospectus supplement dated October 21, 2014 (the " Prospectus Supplement ") filed with the SEC on October 22, 2014 and (ii) the Underwriting Agreement dated October 21, 2014 (the " Underwriting Agreement ") among the Partnership and Morgan Stanley & Co. LLC, as representative of the several underwriters named therein (the " Underwriters "). Pursuant to the Underwriting Agreement, the Partnership is selling to the Underwriters 8,000,000 Common Units (the " Firm Securities ") and has granted an option to the Underwriters to purchase up to an additional 1,200,000 Common Units (the " Option Securities "). The Firm Securities and the Option Securities are collectively referred to herein as the " Securities ."

As the basis for the opinions hereinafter expressed, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Partnership and of Susser Petroleum Partners GP LLC, a Delaware limited liability company and the general partner of the Partnership (the " General Partner "), and such agreements, certificates of public officials, certificates of officers or other representatives of the such entities and others, and such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinions set forth herein. In rendering the opinions set forth below, we have assumed and have not verified (i) the genuineness of the signatures on all documents that we have examined, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents supplied to us as originals, (iv) the conformity to the authentic originals of all documents supplied to us as

certified, photostatic or faxed copies and (v) the authenticity of the originals of such latter documents. We have also assumed that all Securities sold pursuant to the Underwriting Agreement will be issued and sold in the manner described in the Prospectus Supplement and in accordance with the terms of the Underwriting Agreement.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. The issuance of the Securities by the Partnership in accordance with the terms of the Underwriting Agreement has been duly authorized by the General Partner, acting in its capacity as general partner of the Partnership.

2. When any of the Securities have been issued and delivered against payment therefor in accordance with the terms of the Underwriting Agreement, (i) such Securities will be validly issued and (ii) under the Delaware Revised Uniform Limited Partnership Act, purchasers of such Securities will have no obligation to make further payments for their purchase of such Securities or contributions to the Partnership solely by reason of their ownership of such Securities or their status as limited partners of the Partnership, and no personal liability for the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, solely by reason of being limited partners of the Partnership.

We call to your attention, however, that limited partners that participate in the control of the business of the Partnership within the meaning of Section 17-303(a) of the Delaware Revised Uniform Limited Partnership Act may under certain circumstances have liability to persons who transact business with the Partnership.

We express no opinion as to the laws of any jurisdiction other than the Delaware Revised Uniform Limited Partnership Act and the Delaware Limited Liability Company Act.

We consent to the filing by you of this opinion as an exhibit to the Partnership's Current Report on Form 8-K filed on the date hereof, and we further consent to the use of our name under the caption "Validity of Our Common Units" in the Prospectus Supplement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the SEC. This opinion is expressed as of the date hereof, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in law.

Very truly yours,

/s/ ANDREWS KURTH LLP

Exhibit 8.1

ANDREWS KURTH LLP
ATTORNEYS

600 Travis, Suite 4200
Houston, Texas 77002
713.220.4200 Phone
713.220.4285 Fax
andrewskurth.com

October 21, 201 4

Susser Petroleum Partners LP
555 East Airtex Drive
Houston, Texas 77073

Ladies and Gentlemen:

We have acted as counsel to Susser Petroleum Partners LP, a Delaware limited partnership (the "Partnership"), in connection with the proposed offering by the Partnership of 8,000,000 common units representing limited partner interests in the Partnership ("Common Units") pursuant to the Prospectus Supplement, dated October 21, 2014 (the "Prospectus Supplement"), forming part of the Registration Statement on Form S-3, as amended, initially filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), by the Partnership on November 14, 2013 and declared effective by the Commission on December 5, 2013 (the "Registration Statement"). In connection therewith, we have participated in the preparation of the discussion (the "Discussion") set forth under the caption "Material Tax Considerations" in the Prospectus Supplement.

The Discussion, subject to the qualifications and assumptions stated in the Discussion and the limitations and qualifications set forth herein, constitutes our opinion as to the material United States federal income tax consequences for purchasers of the Common Units pursuant to the offering.

In providing this opinion, we have examined and are relying upon the truth and accuracy at all relevant times of the statements, covenants and representations contained in (i) the Registration Statement, (ii) the Prospectus Supplement, (iii) certain other filings made by the Partnership with the Commission, and (iv) other information provided to us by the Partnership and the general partner of the Partnership.

This opinion letter is limited to the matters set forth herein, and no opinions are intended to be implied or may be inferred beyond those expressly stated herein. Our opinion is rendered as of the date hereof and we assume no obligation to update or supplement this opinion or any matter related to this opinion to reflect any change of fact, circumstances, or law after the date hereof. In addition, our opinion is based on the assumption that the matter will be properly presented to the applicable court.

Furthermore, our opinion is not binding on the Internal Revenue Service or a court. In addition, we must note that our opinion represents merely our best legal judgment on the matters presented and that others may disagree with our conclusion. There can be no assurance that the Internal Revenue Service will not take a contrary position or that a court would agree with our opinion if litigated.

We hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K of the Partnership and to the references to our firm and this opinion contained in the Discussion. In giving this consent, we do not admit that we are "experts" under the Act or under the rules and regulations of the Commission relating thereto.

Very truly yours,

/s/ Andrews Kurth LLP

Exhibit 99.1

SUSSER PETROLEUM PARTNERS LP

UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

Introduction

The following unaudited pro forma combined financial information of Susser Petroleum Partners LP ("SUSP") reflects the pro forma impacts of multiple transactions, each of which is described in the following sections. Our unaudited pro forma condensed combined balance sheet as of June 30, 2014 and our unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2014 and the year ended December 31, 2013, reflect the following transactions:

- the offering of 8.0 million common units for expected aggregate net proceeds of approximately $358.2 million (excluding the up to 1.2 million additional common units that may be purchased at the option of the underwriters, and after deducting underwriting discounts and commissions and estimated offering expenses) ("Equity Offering");
- the October 1, 2014 acquisition of Mid-Atlantic Convenience Stores, LLC ("MACS") from Energy Transfer Partners, L.P. ("ETP"), the owner of our general partner and a 57.8% limited partner interest in us, for total consideration consisting of (i) $556 million in cash, subject to adjustment for working capital, and (ii) 3,983,540 of our common units (the "MACS Acquisition"); and
- the pending acquisition of Aloha Petroleum, Ltd ("Aloha") for cash consideration of $240 million, subject to a post-closing earn-out and certain closing adjustments (the "Aloha Acquisition"). This pending acquisition was announced on September 25, 2014, and is expected to close during the fourth quarter of 2014.

The unaudited pro forma condensed combined balance sheet gives effect to the MACS Acquisition, the Aloha Acquisition and the Equity Offering as if they had occurred on June 30, 2014; the unaudited pro forma condensed combined statements of operations assume that the MACS Acquisition, the Aloha Acquisition and the Equity Offering were consummated as of the beginning of the respective periods presented. The unaudited pro forma condensed combined balance sheet and condensed combined statements of operations should be read in conjunction with SUSP's Annual Report on Form 10-K for the year ended December 31, 2013 and subsequent Quarterly Reports on Form 10-Q.

The historical financial information included in the columns entitled "SUSP" was derived from the audited consolidated financial statements included in SUSP's Annual Report on Form 10-K for the year ended December 31, 2013, and the unaudited consolidated financial statements included in SUSP's Quarterly Report on Form 10-Q for the six months ended June 30, 2014. The historical financial information in the columns entitled "MACS" was derived from its audited financial statements for the year ended December 31, 2013 and from its unaudited financial statements for the six months ended June 30, 2014, included in SUSP's Current Report on Form 8-K/A filed with the Securities and Exchange Commission on October 21, 2014 (the "Form 8-K/A") as Exhibits 99.2 and 99.3, respectively. The historical financial information included in the columns entitled "Aloha" was derived from its audited financial statements for the year ended December 31, 2013 and from its unaudited financial statements for the six months ended June 30, 2014, included in the Form 8-K/A at Exhibits 99.4 and 99.5, respectively.

MACS Acquisition

On September 25, 2014, SUSP entered into a contribution agreement with MACS, ETC M-A Acquisition LLC ("ETC") and ETP, whereby SUSP agreed to acquire all of the issued and outstanding membership interests of MACS from ETC for $556 million in cash, subject to adjustment for working capital, and 3,983,540 SUSP common units. SUSP financed the cash portion of the purchase price by utilizing availability under its revolving credit facility. The MACS Acquisition was completed on October 1, 2014.

ETP acquired MACS in October 2013. MACS was previously a wholly-owned subsidiary of MACS Holdings, LLC, which is presented as the predecessor company of MACS in the historical financial statements included elsewhere in the Form 8-K/A, as MACS and the Variable Interest Entities comprised substantially all of the consolidated assets and operations of MACS Holdings, LLC. Pro forma adjustments to eliminate the activity of MACS Holdings, LLC are reflected in the following unaudited pro forma condensed combined statements of operations for the year ended December 31, 2013. The historical financial results of operations for the year ended December 31, 2013 are being presented in this pro forma schedule as a combined amount of the predecessor and successor results for the respective periods. The separate financial results for the predecessor and successor companies are provided in Exhibit 99.2 to the Form 8-K/A. Adjustments for the predecessor are not required for the six months ended June 30, 2014 or in the unaudited pro forma combined condensed balance sheet as of June 30, 2014, as those statements already reflect only the operations and financial position of MACS.

On May 6, 2014, MACS acquired 40 company operated sites from Tiger Management Group, LLC. This acquisition is reflected in the unaudited historical condensed balance sheet as of June 30, 2014, and is reflected in the unaudited historical statements of operations for the six months ended June 2014 since the date of acquisition.

SUSP will account for the acquisition of MACS as a transfer of net assets between entities under common control. As such, the MACS assets acquired from ETP will be initially recorded by SUSP at ETP's historic carrying value, and SUSP will include the activities of MACS in its future financial statements on a retrospective basis, as of the date of common control. However, since SUSP and MACS only became under common control as of August 29, 2014, subsequent to the date of the historical financial statements presented, the pro forma condensed combined statements of operations are presented to include the results of operations of MACS from the beginning of the periods presented.

Aloha Acquisition

On September 25, 2014, SUSP and Susser Petroleum Property Company LLC ("Propco"), a wholly owned subsidiary of SUSP, entered into a purchase and sale agreement in which SUSP and Propco agreed to acquire all of the issued and outstanding shares of capital stock of Aloha for total consideration of $240 million in cash, subject to a post-closing earn-out and certain closing adjustments. Consummation of the Aloha Acquisition is expected to occur during the fourth quarter of 2014 and is subject to customary closing conditions. SUSP plans to finance the purchase of Aloha by utilizing availability under its revolving credit facility. SUSP management currently plans to contribute certain assets from Propco to SUSP; however, the impacts of this discretionary management action is not included in the accompanying pro forma combined financial information.

The pro forma adjustments reflect a preliminary purchase price allocation. The book value for Aloha's fixed assets is assumed to approximate fair value. The final allocation of the purchase price is dependent upon certain valuations of the assets and liabilities and other studies that will be initiated once this transaction closes. Differences between this preliminary purchase price allocation and the final purchase accounting will occur, and these differences could have a material impact on the unaudited pro forma combined financial information.

Equity Offering

Concurrent with the filing of this Current Report on Form 8-K, SUSP has filed a prospectus supplement offering to sell 8.0 million common units representing limited partner interests of SUSP. SUSP expects to receive net proceeds of approximately $358.2 million from the Equity Offering, excluding the underwriters' option to purchase additional common units, and after deducting underwriting discounts and commissions and estimated offering expenses. SUSP intends to use the net proceeds of this offering to repay indebtedness under our revolving credit facility and for general partnership purposes.

Adjustments for the above-listed transactions on an individual basis are presented in separate columns in the following schedules, and further described in the notes to the unaudited pro forma combined financial statements. Certain information normally included in the financial statements prepared in accordance with GAAP has been condensed or omitted in accordance with the rules and regulations of the SEC. The unaudited pro forma combined financial statements and accompanying notes should be read in conjunction with the historical financial statements and related notes thereto appearing elsewhere herein.

The unaudited pro forma condensed combined financial statements do not purport to be indicative of the results of operations or financial position that we actually would have achieved if the transactions had been consummated on the dates indicated, nor do they project our results of operations or financial position for any future period or date.

SUSSER PETROLUEM PARTNERS LP
UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF JUNE 30, 2014
(dollars in thousands except per unit)

	Historical			Pro Forma Adjustments			
	SUSP	MACS	Aloha	MACS	Aloha	Equity Offering	Pro Forma Combined
ASSETS:							
Cash and cash equivalents	$ 6,769	$ 45,661	$ 26,191	$ —	$ (33,800) (d)	$ —	$ 52,475
					240,000 (e)		
					(232,346) (f)		
Accounts receivable, net of allowance	74,212	17,410	18,263	—	—	—	109,885
Accounts receivable affiliates	51,727	356	—	—	—	—	52,083
Inventories, net	38,971	15,530	23,039	—	—	—	77,540
Other current assets	710	1,533	5,205	—	—	—	7,448
Total current assets	172,389	80,490	72,698	—	(26,146)	—	299,431
Property and equipment, net	239,590	478,307	92,154	—	—	—	810,051
Goodwill	22,823	107,781	23,235	—	127,836 (f)	—	281,675
Intangible assets, net	24,292	95,658	8,058	—	3,058 (f)	—	131,066
Other noncurrent assets	259	11,475	1,625	49,677 (a)	(664) (d)	—	62,372
Total Assets	$ 459,353	$ 773,711	$ 197,770	$ 49,677	$ 104,084	$ —	$ 1,584,595
LIABILITIES AND PARTNERS' EQUITY:							
Accounts payable and accrued liabilities	$ 141,424	$ 28,774	$ 21,733	$ —	$ —	$ —	$ 191,931
Affiliated payable affiliates	—	3,043	—	—	—	—	3,043
Current maturities of long-term debt	525	12,860	7,100	—	(7,100) (d)	—	13,385
Current maturities of capital leases	—	271	—	—	—	—	271
Other current liabilities	—	694	—	—	—	—	694
Total current liabilities	141,949	45,642	28,833	—	(7,100)	—	209,324
Revolving line of credit	232,240	—	—	556,000 (a)	240,000 (e)	(358,150) (g)	670,090
Long term debt	3,536	172,509	26,700	—	(26,700) (d)	—	176,045
Capital leases	—	3,283	—	—	—	—	3,283
Other noncurrent liabilities	2,399	14,204	32,056	—	8,065 (f)	—	56,724
Total liabilities	380,124	235,638	87,589	556,000	214,265	(358,150)	1,115,466
Noncontrolling interest	—	(7,154)	—	—	—	—	(7,154)
Stockholders equity	—	—	110,181	—	(664) (d)	—	—
					(109,517) (f)		
Partners' equity	79,229	545,227	—	(506,323) (a)	—	358,150 (g)	476,284
Total Liabilities and Partners' Equity	$ 459,353	$ 773,711	$ 197,770	$ 49,677	$ 104,084	$ —	$ 1,584,595

SUSSER PETROLUEM PARNTERS LP
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR SIX MONTHS ENDED JUNE 30, 2014
(dollars in thousands except per unit)

	Historical			Pro Forma Adjustments			
	SUSP	MACS	Aloha	MACS	Aloha	Equity Offering	Pro Forma Combined
Revenues:							
Merchandise sales	$ —	$ 59,474	$ 22,832	$ —	$ —	$ —	$ 82,306
Motor fuel sales	2,580,780	728,285	332,821	(32,249) (h)	(41,241) (h)	—	3,568,396
Other Income	11,832	13,513	9,865	—	—	—	35,210
Total revenues	2,592,612	801,272	365,518	(32,249)	(41,241)	—	3,685,912
Cost of Sales:							
Merchandise	—	43,426	16,550	—	—	—	59,976
Motor fuel	2,546,503	693,257	302,728	(32,249) (h)	(41,241) (h)	—	3,468,998
Other	1,786	—	1,117	—	—	—	2,903
Total Cost of Sales	2,548,289	736,683	320,395	(32,249)	(41,241)	—	3,531,877
Gross Profit	44,323	64,589	45,123	—	—	—	154,035
Operating Expenses:							
Selling, general and administrative	14,570	26,263	30,526	—	—	—	71,359
Loss (gain) on disposal of assets and impairment charge	(36)	259	—	—	—	—	223
Depreciation, amortization and accretion	6,659	16,537	5,867	—	102 (f)	—	29,165
Acquisition transaction costs	—	614	211	(614) (b)	(211) (f)	—	—
Total operating expenses	21,193	43,673	36,604	(614)	(109)	—	100,747
Income from operations	23,130	20,916	8,519	614	109	—	53,288
Other income (expense):							
Interest expense, net	(3,276)	(4,635)	(1,682)	(5,983) (a)	1,682 (d)	3,854 (g)	(12,622)
					(2,582) (e)		
Other miscellaneous	—	(498)	—	—	—	—	(498)
Total other income (expense)	(3,276)	(5,133)	(1,682)	(5,983)	(900)	3,854	(13,120)
Income (loss) before income tax	19,854	15,783	6,837	(5,369)	(791)	3,854	40,168
Income tax (expense) benefit	(127)	—	(2,629)	72 (c)	—	—	(2,684)
Net Income	19,727	15,783	4,208	(5,297)	(791)	3,854	37,484
Less: Net income attributable to noncontrolling interest	—	(1,619)	—	—	—	—	(1,619)
Net income attributable to Susser Petroleum Partners	$ 19,727	$ 14,164	$ 4,208	$ (5,297)	$ (791)	$ 3,854	$ 35,865
Net income per limited partner unit:							
Common - basic	$ 0.90						$ 1.06
Common - diluted	$ 0.89						$ 1.06
Subordinated - (basic and diluted)	$ 0.90						$ 1.06
Weighted average limited partner units outstanding (diluted):							
Common units - public	10,965,066					8,000,000 (g)	18,965,066
Common units - affiliated	79,308			3,983,540 (a)			4,062,848
Subordinated units - affiliated	10,939,436						10,939,436

SUSSER PETROLUEM PARNTERS LP
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR TWELVE MONTHS ENDED DECEMBER 31, 2013
(dollars in thousands except per unit)

	Historical			Pro Forma Adjustments			
	SUSP	MACS	Aloha	MACS	Aloha	Equity Offering	Pro Forma Combined
Revenues:							
Merchandise sales	$ —	$ 97,219	$ 45,074	$ —	$ —	$ —	$ 142,293
Motor fuel sales	4,476,908	1,384,457	702,345	(46,696)(h)	(99,077)(h)	—	6.417.937
Other Income	15,671	26,700	19,654	—	—	—	62,025
Total revenues	4,492,579	1,508,376	767,073	(46,696)	(99,077)	—	6,622,255
Cost of Sales:							
Merchandise	—	72,126	32,291	—	—	—	104,417
Motor fuel	4,419,004	1,329,890	635,205	(46,696)(h)	(99,077)(h)	—	6,238,326
Other	2,611	—	2,431	—	—	—	5,042
Total Cost of Sales	4,421,615	1,402,016	669,927	(46,696)	(99,077)	—	6,347,785
Gross Profit	70,964	106,360	97,146	—	—	—	274,470
Operating Expenses:							
Selling, general and administrative	21,015	45,699	60,994	(142) (b)	—	—	127,566
Loss (gain) on disposal of assets and impairment charge	324	1,511	—	—	—	—	1,835
Depreciation, amortization and accretion	8,687	18,138	8,224	—	204 (f)	—	35,253
Acquisition transaction costs	—	6,555	—	(6,555) (b)	—	—	—
Total operating expenses	30,026	71,903	69,218	(6,697)	204	—	164,654
Income from operations	40,938	34,457	27,928	6,697	(204)	—	109,816
Other income (expense):							
Interest expense, net	(3,471)	(24,826)	(3,288)	(11,965) (a)	3,288 (d) (5,165) (e)	7,707 (g)	(37,720)
Other miscellaneous	—	(1,426)	—	—	—	—	(1,426)
Total other income (expense)	(3,471)	(26,252)	(3,288)	(11,965)	(1,877)	7,707	(39,146)
Income (loss) before income tax	37,467	8,205	24,640	(5,268)	(2,081)	7,707	70,671
Income tax (expense)benefit	(440)	—	(9,192)	4,079 (c)	—	—	(5,553)
Net Income	37,027	8,205	15,448	(1,189)	(2,081)	7,707	65,118
Less: Net income attributable to noncontrolling interest	—	(2,816)	—	—	—	—	(2,816)
Net income attributable to Susser Petroleum Partners	$ 37,027	$ 5,389	$ 15,448	$ (1,189)	$ (2,081)	$ 7,707	$ 62,302
Net income per limited partner unit:							
Common - basic	$ 1.69						$ 1.84
Common - diluted	$ 1.69						$ 1.84
Subordinated - (basis and diluted)	$ 1.69						$ 1.84
Weighted average limited partner units outstanding (diluted):							
Common units - public	10,928,198					8,000,000 (g)	18,928,198
Common units - affiliated	36,060			3,983,540 (a)			4,019,600
Subordinated units - affiliated	10,939,436						10,939,436

SUSSER PETROLEUM PARTNERS LP
NOTES TO UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

The unaudited pro forma condensed combined financial information presented above gives effect to multiple transactions. The unaudited pro forma condensed combined balance sheet gives effect to the MACS Acquisition, the Aloha Acquisition and the Equity Offering as if these transactions had been consummated on June 30, 2014. The unaudited pro forma condensed combined statements of operations give effect to the MACS Acquisition, the Aloha Acquisition and the Equity Offering as if all of these transactions had been consummated as of the beginning of the respective periods presented.

(a) To reflect the acquisition of MACS from ETP as follows:

- To reflect the issuance of 3,983,540 SUSP common units in exchange for the net assets acquired of $545.2 million.
- To reflect the elimination of historic partners' equity of $545.2 million.
- To reflect the cash payment of $556 million for the net assets acquired as a deemed distribution.
- To reflect the estimated $49.7 million deferred income tax impact resulting from the transfer of certain acquired MACS assets to SUSP's wholly-owned subsidiary Propco.
- To reflect a $556 million draw on our revolving credit facility to finance the cash payment made to ETP. Interest of the revolving credit facility is calculated based on a variable rate. The initial borrowing rate of 2.152% is assumed for the entire period presented.

The net adjustment to partners' equity is comprised of the following adjustments (in millions):

Eliminate historic partners' equity	$	(545.2)
Issuance of units in exchange for net assets acquired		545.2
Deemed distribution		(556.0)
Record deferred income tax		49.7
Net adjustment to partners' equity	$	(506.3)

(b) To eliminate operations attributed to MACS Holdings, LLC (predecessor company of MACS) and acquisition costs related to ETP's purchase of MACS in October 2013, as they do not have a continuing impact on SUSP's results of operations.

(c) To reflect the income tax provision for the estimated portion of MACS operations that will be included in Propco's results of operations, at an estimated combined federal and state statutory tax rate of 39.6%.

(d) To reflect Aloha's debt repayment required prior to closing of the Aloha Acquisition, as required by the purchase and sale agreement, including related interest expense and $0.7 million of unamortized loan costs which is charged to equity. The amount of outstanding debt as of June 30, 2014 was $33.8 million. The cash balance at June 30, 2014 is insufficient to pay off the debt and maintain and agreed $45 thousand cash at closing, resulting in a $7.7 million cash deficit which is deducted from the purchase price. Interest expense related to Aloha's historic debt was $3.3 million and $1.7 million for the year ended December 31, 2013 and six months ended June 30, 2014, respectively.

(e) To reflect proposed funding of Aloha Acquisition with a $240 million draw on our revolving credit facility. Assumed interest rate of 2.152%, reflecting our 30-day LIBOR borrowing cost as of October 10, 2014, resulting in interest expense of $5.2 million and $2.6 million for the year ended December 31, 2013 and six months ended June 30, 2014, respectively. A 1/8% change in the interest rate would impact annual interest expense by $0.3 million.

(f) To reflect the acquisition of Aloha by Propco as follows:

- To reflect cash consideration paid of $240 million, less the $7.7 million required to complete the debt pay off.
- To reflect preliminary purchase price allocation, including estimated value of earn-out liability, which will be calculated as 50% of the amount by which certain gross profits of Aloha exceed a threshold amount each year through December 31, 2022. An estimated value for trade name is included in intangible assets, and assumed to be amortized over 15 years. A deferred income tax liability related to intangible assets is included in other noncurrent liabilities.

Following is the preliminary purchase price allocation for Aloha (in millions):

Total current assets	$	38.8
Property, plant and equipment		92.2
Goodwill		151.1
Intangible assets		10.5
Other assets		1.6
Total assets		294.2
Total current liabilities		21.7
Deferred income taxes		13.2
Other non-current liabilities		27.0
Total liabilities		61.9
Total consideration to be paid	$	232.3

(g) To reflect the proposed equity offering of 8.0 million common units at an offering price of $46.25 per unit, before discounts, commissions and other expenses. Expected net proceeds of $358.2 million are assumed to reduce borrowings on SUSP's revolving credit facility, a portion of which was used to finance the MACS Acquisition. Interest savings were calculated at our current revolver borrowing rate of 2.152%.

(h) To conform the MACS and Aloha accounting policies for the presentation of motor fuel taxes as gross in motor fuel sales and motor fuel cost of sales, to SUSP's accounting policy to present motor fuel taxes net in motor fuel sales and motor fuel cost of sales.