
**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): December 8, 2015 (December 2, 2015)

SUNOCO LP

(Exact name of registrant as specified in its charter)

Delaware
**(State or other jurisdiction
of incorporation)**

001-35653
**(Commission
File Number)**

30-0740483
**(IRS Employer
Identification No.)**

**555 East Airtex Drive
Houston, Texas 77073**
(Address of principal executive offices) (Zip Code)

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

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.***Second Amendment to Credit Agreement***

On December 2, 2015, Sunoco LP (the “Partnership”) entered into an amendment (the “Amendment”) to that certain Credit Agreement, dated as of September 25, 2014 (as amended to date, the “Credit Agreement”) with the lenders party thereto and Bank of America, N.A., in its capacity as a letter of credit issuer, as swing line lender, and as administrative agent. The Amendment amended the Credit Agreement to, among other matters, (a) permit the incurrence of a term loan credit facility in connection with the consummation of the previously announced transactions contemplated by the Contribution Agreement (the “Contribution Agreement”) by and among the Partnership, Sunoco, LLC, Sunoco, Inc., ETP Retail Holdings, LLC, Sunoco GP LLC and Energy Transfer Partners, L.P., (b) permit such term loan credit facility to be secured on a pari passu basis with the indebtedness incurred under the Credit Agreement (as amended by the Amendment) pursuant to a collateral trust arrangement whereby a financial institution agrees to act as common collateral agent for all pari passu indebtedness and (iii) temporarily increase the maximum leverage ratio permitted under the Credit Agreement (as amended by the Amendment) in connection with the consummation of the transactions contemplated by the Contribution Agreement.

The discussion included herein of the Amendment is qualified in its entirety by reference to Exhibit 10.1 of this report on Form 8-K, which is hereby incorporated into this item.

Registration Rights Agreement

In connection with the closing of the Partnership’s previously announced sale (the “PIPE Transaction”) of 24,052,631 common units representing limited partner interests in the Partnership (the “Common Units”) in a private placement to certain institutional investors (the “Purchasers”), the Partnership and certain institutional investors entered into a registration rights agreement, dated as of December 3, 2015 (the “Registration Rights Agreement”), with the Purchasers. Pursuant to the Registration Rights Agreement, the Partnership is required to file a shelf registration statement to register the Common Units and use its commercially reasonable efforts to cause the registration statement to become effective within 180 days of the closing date of the PIPE Transaction (the “Registration Deadline”). In addition, the Registration Rights Agreement gives the Purchasers piggyback registration rights under certain circumstances. These registration rights are transferable to affiliates of the Purchasers. If the shelf registration statement is not effective by the Registration Deadline, then the Partnership must pay the Purchasers liquidated damages.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is attached hereto as Exhibit 4.1 to this Current Report on Form 8-K and is hereby incorporated by reference into this Item 1.01.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

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|------|--|
| 4.1 | Registration Rights Agreement, dated as of December 3, 2015, by and among Sunoco LP and the purchasers named on Schedule A thereto. |
| 10.1 | Second Amendment to Credit Agreement, dated as of December 2, 2015, by and among Sunoco LP, Bank of America, N.A. and the financial institutions parties thereto as Lenders. |

SIGNATURES

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

SUNOCO LP

By: SUNOCO GP LLC, its General Partner

Date: December 8, 2015

By: /s/ Robert W. Owens

Name: Robert W. Owens

Title: President and Chief Executive Officer

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
4.1	Registration Rights Agreement, dated as of December 3, 2015, by and among Sunoco LP and the purchasers named on Schedule A thereto.
10.1	Second Amendment to Credit Agreement, dated as of December 2, 2015, by and among Sunoco LP, Bank of America, N.A. and the financial institutions parties thereto as Lenders.

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

SUNOCO LP

AND

THE PURCHASERS NAMED ON SCHEDULE A HERETO

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.01	Definitions
Section 1.02	Registrable Securities
ARTICLE II REGISTRATION RIGHTS	3
Section 2.01	Registration
Section 2.02	Piggyback Rights
Section 2.03	Delay Rights
Section 2.04	Underwritten Offerings
Section 2.05	Sale Procedures
Section 2.06	Cooperation by Holders
Section 2.07	Restrictions on Public Sale by Holders of Registrable Securities
Section 2.08	Expenses
Section 2.09	Indemnification
Section 2.10	Rule 144 Reporting
Section 2.11	Transfer or Assignment of Registration Rights
Section 2.12	Limitation on Subsequent Registration Rights
ARTICLE III MISCELLANEOUS	16
Section 3.01	Communications
Section 3.02	Successor and Assigns
Section 3.03	Assignment of Rights
Section 3.04	Recapitalization, Exchanges, Etc. Affecting the Units
Section 3.05	Aggregation of Registrable Securities
Section 3.06	Specific Performance
Section 3.07	Counterparts
Section 3.08	Headings
Section 3.09	Governing Law
Section 3.10	Severability of Provisions
Section 3.11	Entire Agreement
Section 3.12	Amendment
Section 3.13	No Presumption
Section 3.14	Obligations Limited to Parties to Agreement
Section 3.15	Independent Nature of Purchaser's Obligations
Section 3.16	Interpretation
Schedule A – Purchaser List; Notice and Contact Information; Opt-Out	

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this “Agreement”) is made and entered into as of December 3, 2015, by and among Sunoco LP, a Delaware limited partnership (the “Partnership”), and each of the Persons set forth on Schedule A to this Agreement (each, a “Purchaser” and collectively, the “Purchasers”).

WHEREAS, this Agreement is made and entered into in connection with the Closing of the issuance and sale of the Purchased Units pursuant to the Common Unit Purchase Agreement, dated as of November 15, 2015, by and among the Partnership and the Purchasers (the “Common Unit Purchase Agreement”); and

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Purchasers pursuant to the Common Unit Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the Common Unit Purchase Agreement. The terms set forth below are used herein as so defined:

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning specified therefor in the introductory paragraph of this Agreement.

“Commission” means the U.S. Securities and Exchange Commission.

“Common Unit Purchase Agreement” has the meaning specified therefor in the recitals of this Agreement.

“Effectiveness Period” has the meaning specified therefor in Section 2.01(a) of this Agreement.

“General Partner” means Sunoco GP LLC, a Delaware limited liability company.

“Holder” means the record holder of any Registrable Securities.

“Included Registrable Securities” has the meaning specified therefor in Section 2.02(a) of this Agreement.

“Liquidated Damages” has the meaning specified therefor in Section 2.01(b) of this Agreement.

“Liquidated Damages Multiplier” means, with respect to a particular Purchaser, the product of the Common Unit Price times the number of Purchased Units purchased by such Purchaser that may not be disposed of without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act.

“Losses” has the meaning specified therefor in Section 2.09(a) of this Agreement.

“Managing Underwriter” means, with respect to any Underwritten Offering, the book-running lead manager or managers of such Underwritten Offering.

“Opt-Out Notice” has the meaning specified therefor in Section 2.02(a) of this Agreement.

“Parity Securities” has the meaning specified therefor in Section 2.02(b) of this Agreement.

“Partnership” has the meaning specified therefor in the introductory paragraph of this Agreement.

“Person” means an individual or a corporation, limited liability company, partnership, firm, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

“Purchaser” and “Purchasers” have the meanings specified therefor in the introductory paragraph of this Agreement.

“Registrable Securities” means (i) the Common Units to be acquired by the Purchasers pursuant to the Common Unit Purchase Agreement and (ii) any Common Units issued as Liquidated Damages pursuant to Section 2.01(b) of this Agreement, and also includes any type of interest issued to the Holders pursuant to Section 3.04.

“Registration Expenses” has the meaning specified therefor in Section 2.08(b) of this Agreement.

“Registration Statement” has the meaning specified therefor in Section 2.01(a) of this Agreement.

“Selling Expenses” has the meaning specified therefor in Section 2.08(b) of this Agreement.

“Selling Holder” means a Holder who is selling Registrable Securities pursuant to a registration statement.

“Selling Holder Indemnified Persons” has the meaning specified therefor in Section 2.09(a) of this Agreement.

“Underwritten Offering” means an offering (including an offering pursuant to a Registration Statement) in which Common Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a “bought deal” with one or more investment banks.

Section 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security (a) when a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement; (b) when such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act; (c) when such Registrable Security is held by the Partnership or one of its subsidiaries or Affiliates; (d) when such Registrable Security has been sold or disposed of in a private transaction in which the transferor’s rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.11 hereof or (e) when such Registrable Security becomes eligible for resale without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act.

ARTICLE II REGISTRATION RIGHTS

Section 2.01 Registration.

(a) Effectiveness Deadline. Following the date hereof, but no later than 120 days following the Closing Date, the Partnership shall prepare and file a registration statement under the Securities Act to permit the public resale of Registrable Securities then outstanding from time to time as permitted by Rule 415 (or any similar provision then in effect) of the Securities Act with respect to all of the Registrable Securities (the “Registration Statement”). The Registration Statement filed pursuant to this Section 2.01(a) shall be on such appropriate registration form or forms of the Commission as shall be selected by the Partnership so long as it permits the continuous offering of the Registrable Securities pursuant to Rule 415 (or any similar provision then in effect) under the Securities Act at then-prevailing market prices. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement to become effective on or as soon as practicable after filing. Any Registration Statement shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders of any and all Registrable Securities covered by such Registration Statement. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement filed pursuant to this Section 2.01(a) to be effective, supplemented and amended to the extent

necessary to ensure that it is available for the resale of all Registrable Securities by the Holders until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities (the “Effectiveness Period”). The Registration Statement when effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained in such Registration Statement or documents incorporated therein by reference, in the light of the circumstances under which a statement is made). As soon as practicable following the date that the Registration Statement becomes effective, but in any event within two (2) Business Days of such date, the Partnership shall provide the Holders with written notice of the effectiveness of the Registration Statement.

(b) Failure to Go Effective. If the Registration Statement required by Section 2.01(a) is not declared effective within 180 days of the Closing Date, then each Holder shall be entitled to a payment (with respect to the Purchased Units of each such Holder), as liquidated damages and not as a penalty, of 0.25% of the Liquidated Damages Multiplier per 30-day period, that shall accrue daily, for the first 30 days following the 180th day, increasing by an additional 0.25% of the Liquidated Damages Multiplier per 30-day period, that shall accrue daily, for each subsequent 30 days, up to a maximum of 1.00% of the Liquidated Damages Multiplier per 30-day period (the “Liquidated Damages”). The Liquidated Damages payable pursuant to the immediately preceding sentence shall be payable within ten (10) Business Days after the end of each such 30-day period. Any Liquidated Damages shall be paid to each Holder in immediately available funds; *provided, however*, if the Partnership certifies that it is unable to pay Liquidated Damages in cash because such payment would result in a breach under a credit facility or other debt instrument, then the Partnership shall pay such Liquidated Damages using as much cash as is permitted without causing a breach of or default under such credit facility or other debt instrument and may pay the balance of any such Liquidated Damages in kind in the form of the issuance of additional Common Units. Upon any issuance of Common Units as Liquidated Damages, the Partnership shall promptly (i) prepare and file an amendment to the Registration Statement prior to its effectiveness adding such Common Units to such Registration Statement as additional Registrable Securities and (ii) prepare and file a supplemental listing application with the NYSE (or such other national securities exchange on which the Common Units are then listed and traded) to list such additional Common Units. The determination of the number of Common Units to be issued as Liquidated Damages shall be equal to the amount of Liquidated Damages divided by the volume-weighted average closing price of the Common Units on the NYSE, or any other national securities exchange on which the Common Units are then traded, for the ten (10) trading days immediately preceding the date on which the Liquidated Damages payment is due. The payment of Liquidated Damages to a Holder shall cease at the earlier of (i) the Registration Statement becoming effective or (ii) when such Holder no longer holds Registrable Securities, assuming that each Holder is not an Affiliate of the Partnership, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases. If the Partnership is unable to cause a Registration Statement to go effective within 180 days after the Closing Date as a result of an acquisition, merger, reorganization, disposition or other similar transaction, then the Partnership may request a waiver of the Liquidated Damages, and each Holder may individually grant or withhold its consent to such request in its discretion.

Section 2.02 Piggyback Rights.

(a) Participation. If the Partnership proposes to file (i) a shelf registration statement other than the Registration Statement contemplated by Section 2.01(a), (ii) a prospectus supplement to an effective shelf registration statement, other than the Registration Statement contemplated by Section 2.01(a) of this Agreement, and Holders may be included without the filing of a post-effective amendment thereto, or (iii) a registration statement, other than a shelf registration statement, in each case, for the sale of Common Units in an Underwritten Offering for its own account and/or another Person, then as soon as practicable following the engagement of counsel by the Partnership to prepare the documents to be used in connection with an Underwritten Offering, the Partnership shall give notice (including, but not limited to, notification by electronic mail) of such proposed Underwritten Offering to each Holder (together with its Affiliates) holding at least \$25 million of the then-outstanding Registrable Securities (based on the Common Unit Price) and such notice shall offer such Holders the opportunity to include in such Underwritten Offering such number of Registrable Securities (the “Included Registrable Securities”) as each such Holder may request in writing; *provided, however*, that if the Partnership has been advised by the Managing Underwriter that the inclusion of Registrable Securities for sale for the benefit of the Holders will have an adverse effect on the price, timing or distribution of the Common Units in the Underwritten Offering, then (A) if no Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, the Partnership shall not be required to offer such opportunity to the Holders or (B) if any Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, then the amount of Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.02(b). Any notice required to be provided in this Section 2.02(a) to Holders shall be provided on a Business Day pursuant to Section 3.01 hereof and receipt of such notice shall be confirmed and kept confidential by the Holder until such proposed Underwritten Offering is (i) publicly announced or (ii) such Holder receives notice that such proposed Underwritten Offering has been abandoned, which such notice shall be provided promptly by the Partnership to each Holder. Each such Holder shall then have two (2) Business Days (or one (1) Business Day in connection with any overnight or bought deal Underwritten Offering) after notice has been delivered to request in writing the inclusion of Registrable Securities in the Underwritten Offering. If no written request for inclusion from a Holder is received within the specified time, each such Holder shall have no further right to participate in such Underwritten Offering. If, at any time after giving written notice of its intention to undertake an Underwritten Offering and prior to the closing of such Underwritten Offering, the Partnership shall determine for any reason not to undertake or to delay such Underwritten Offering, the Partnership may, at its election, give written notice of such determination to the Selling Holders and, (x) in the case of a determination not to undertake such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (y) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten Offering. Any Selling Holder shall have the right to withdraw such Selling Holder’s request for inclusion of such Selling Holder’s Registrable Securities in such Underwritten Offering by giving written notice to the Partnership of such withdrawal at or prior to the time of pricing of such

Underwritten Offering. Any Holder may deliver written notice (an “Opt-Out Notice”) to the Partnership requesting that such Holder not receive notice from the Partnership of any proposed Underwritten Offering; *provided, however*, that such Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), the Partnership shall not be required to deliver any notice to such Holder pursuant to this Section 2.02(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings by the Partnership pursuant to this Section 2.02(a). The Holders indicated on Schedule A hereto as having opted out shall each be deemed to have delivered an Opt-Out Notice as of the date hereof.

(b) Priority. If the Managing Underwriter or Underwriters of any proposed Underwritten Offering advises the Partnership that the total amount of Registrable Securities that the Selling Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have an adverse effect on the price, timing or distribution of the Common Units offered or the market for the Common Units, then the Common Units to be included in such Underwritten Offering shall include the number of Registrable Securities that such Managing Underwriter or Underwriters advises the Partnership can be sold without having such adverse effect, with such number to be allocated (i) first, to the Partnership and (ii) second, pro rata among the Selling Holders who have requested participation in such Underwritten Offering and, except as provided in clauses (i) and (ii), any other holder of securities of the Partnership having rights of registration that are neither expressly senior nor subordinated to the Registrable Securities (the “Parity Securities”). The pro rata allocations for each Selling Holder who has requested participation in such Underwritten Offering shall be the product of (a) the aggregate number of Registrable Securities proposed to be sold in such Underwritten Offering multiplied by (b) the fraction derived by dividing (x) the number of Registrable Securities owned on the Closing Date by such Selling Holder by (y) the aggregate number of Registrable Securities owned on the Closing Date by all Selling Holders plus the aggregate number of Parity Securities owned on the Closing Date by all holders of Parity Securities that are participating in the Underwritten Offering.

(c) Termination of Piggyback Registration Rights. Each Holder’s rights under Section 2.02 shall terminate upon such Holder (together with its Affiliates) ceasing to hold at least \$25 million of Registrable Securities (based on the Common Unit Price). Each Holder shall notify the Partnership in writing when such Holder holds less than \$25 million of Registrable Securities (based on the Common Unit Price).

Section 2.03 Delay Rights.

Notwithstanding anything to the contrary contained herein, the Partnership may, upon written notice to any Selling Holder whose Registrable Securities are included in the Registration Statement or other registration statement contemplated by this Agreement, suspend such Selling Holder’s use of any prospectus which is a part of the Registration Statement or other registration statement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to the Registration Statement or other registration statement contemplated by this Agreement but may settle any previously made sales of Registrable Securities) if, in the General

Partner's good faith determination, such use would (a) materially interfere with a significant acquisition, reorganization, financing or other similar transaction involving the Partnership, (b) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (c) render the Partnership unable to comply with applicable securities laws; *provided, however*, in no event shall the Selling Holders be suspended from selling Registrable Securities pursuant to the Registration Statement or other registration statement for a period that exceeds an aggregate of 60 days in any 180-day period or 105 days in any 365-day period, in each case, exclusive of days covered by any lock-up agreement executed by a Selling Holder in connection with any Underwritten Offering. Upon disclosure of such information or the termination of the condition described above, the Partnership shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Registration Statement or other registration statement contemplated by this Agreement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

If (i) the Selling Holders shall be prohibited from selling their Registrable Securities under the Registration Statement or other registration statement contemplated by this Agreement as a result of a suspension pursuant to the immediately preceding paragraph in excess of the periods permitted therein or (ii) the Registration Statement or other registration statement contemplated by this Agreement is filed and declared effective but, during the Effectiveness Period, shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded within 30 Business Days by a post-effective amendment thereto, a supplement to the prospectus or a report filed with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, then, until the suspension is lifted or a post-effective amendment, supplement or report is filed with the Commission, but not including any day on which a suspension is lifted or such amendment, supplement or report is filed and declared effective, if applicable, the Partnership shall pay the Selling Holders an amount equal to the Liquidated Damages, following the earlier of (x) the date on which the suspension period exceeded the permitted period and (y) the thirty-first (31st) Business Day after the Registration Statement or other registration statement contemplated by this Agreement ceased to be effective or failed to be useable for its intended purposes, as liquidated damages and not as a penalty (for purposes of calculating Liquidated Damages, the date in (x) or (y) above shall be deemed the "180th day," as used in the definition of Liquidated Damages). For purposes of this paragraph, a suspension shall be deemed lifted on the date that notice that the suspension has been terminated is delivered to the Selling Holders. Liquidated Damages pursuant to this paragraph shall cease to accrue upon the Purchased Units of such Holder becoming eligible for resale without restriction and without the need for current public information under any section of Rule 144 (or any similar provision then in effect) under the Securities Act, assuming that each Holder is not an Affiliate of the Partnership, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases.

Section 2.04 Underwritten Offerings.

(a) General Procedures. In connection with any Underwritten Offering under this Agreement, the Partnership shall be entitled to select the Managing Underwriter or Underwriters. In connection with an Underwritten Offering contemplated by this Agreement in which a Selling Holder participates, each Selling Holder and the Partnership shall be obligated to enter into an underwriting agreement that contains such representations, covenants, indemnities and other rights and obligations as are customary in underwriting agreements for firm commitment offerings of securities. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Partnership to and for the benefit of such underwriters also be made to and for such Selling Holder's benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to its obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such Selling Holder, its authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by Law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw therefrom by notice to the Partnership and the Managing Underwriter; *provided, however*, that such withdrawal must be made up to and including the time of pricing of such Underwritten Offering. No such withdrawal or abandonment shall affect the Partnership's obligation to pay Registration Expenses. The Partnership's management may but shall not be required to participate in a roadshow or similar marketing effort in connection with any Underwritten Offering.

(b) No Demand Rights. Notwithstanding any other provision of this Agreement, no Holder shall be entitled to any "demand" rights or similar rights that would require the Partnership to effect an Underwritten Offering solely on behalf of the Holders.

Section 2.05 Sale Procedures. In connection with its obligations under this Article II, the Partnership will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to the Registration Statement and the prospectus or prospectus supplement used in connection therewith as may be necessary to keep the Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement;

(b) if a prospectus or prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Registration Statement and the Managing Underwriter at any time shall notify the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus or prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus or prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Registration Statement or such other registration statement or supplement or amendment thereto, and (ii) such number of copies of the Registration Statement or such other registration statement and the prospectus or prospectus supplement included therein and any supplements and amendments thereto as such Selling Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement or other registration statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; *provided, however*, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the filing of the Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any other registration statement or any post-effective amendment thereto, when the same has become effective; and (ii) the receipt of any written comments from the Commission with respect to any filing referred to in clause (i), and any written request by the Commission for amendments or supplements to the Registration Statement or any other registration statement or any prospectus or prospectus supplement thereto;

(f) promptly notify each Selling Holder of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Registration Statement or any other registration statement contemplated by this Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus or prospectus supplement contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or express threat of issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose;

or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish upon request, (i) an opinion of counsel for the Partnership dated the date of the closing under the underwriting agreement and (ii) a “comfort” letter, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership’s financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the “comfort” letter shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement included therein) as have been customarily covered in opinions of issuer’s counsel and in accountants’ letters delivered to the underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such underwriters and Selling Holders may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and Partnership personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; *provided*, that the Partnership need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with the Partnership;

(k) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(l) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(m) provide a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(n) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities; and

(o) if requested by a Selling Holder, (i) incorporate in a prospectus or prospectus supplement or post-effective amendment to the Registration Statement or any other registration statement contemplated by this Agreement such information as such Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering and (ii) make all required filings of such prospectus or prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus or prospectus supplement or post-effective amendment.

The Partnership shall not name a Holder as an underwriter as defined in Section 2(a)(11) of the Securities Act in any registration statement without such Holder's consent. If the staff of the Commission requires the Partnership to name any Holder as an underwriter as defined in Section 2(a)(11) of the Securities Act, and such Holder does not consent thereto, then such Holder's Registrable Securities shall not be included on the Registration Statement (or any other registration statement contemplated by this Agreement), such Holder shall no longer be entitled to receive Liquidated Damages under this Agreement with respect thereto, the Partnership shall have no further obligations hereunder with respect to Registrable Securities held by such Holder and such Holder shall have been deemed to have terminated this Agreement with respect to such Holder.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.05, shall forthwith discontinue offers and sales of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus or prospectus supplement contemplated by subsection (f) of this Section 2.05 or until it is advised in writing by the Partnership that the use of the prospectus or prospectus supplement may be resumed and has received copies of any additional or supplemental filings incorporated by reference in the prospectus or prospectus supplement, and, if so directed by the Partnership, such Selling Holder will, or will request the Managing Underwriter or Underwriters, if any, to deliver to the Partnership (at the Partnership's expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus or prospectus supplement covering such Registrable Securities current at the time of receipt of such notice.

Section 2.06 Cooperation by Holders. The Partnership shall have no obligation to include Registrable Securities of a Holder in the Registration Statement or in an Underwritten Offering pursuant to Section 2.02(a) who has failed to timely furnish such information that the Partnership determines, after consultation with its counsel, is reasonably required in order for the registration statement or prospectus or prospectus supplement, as applicable, to comply with the Securities Act.

Section 2.07 Restrictions on Public Sale by Holders of Registrable Securities. Each Holder of Registrable Securities agrees, if requested by the underwriters of an Underwritten Offering, to enter into a customary letter agreement with such underwriters providing such Holder will not effect any public sale or distribution of Registrable Securities during the 60 calendar day period beginning on the date of a prospectus or prospectus supplement filed with the Commission with respect to the pricing of any Underwritten Offering, *provided* that (i) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the Partnership or the officers, directors or any other Affiliate of the Partnership on whom a restriction is imposed and (ii) the restrictions set forth in this Section 2.07 shall not apply to any Registrable Securities that are included in such Underwritten Offering by such Holder. In addition, this Section 2.07 shall not apply to any Holder that is not entitled to participate in such Underwritten Offering, whether because such Holder delivered an Opt-Out Notice prior to receiving notice of the Underwritten Offering or because such Holder holds less than \$25 million of the then-outstanding Registrable Securities.

Section 2.08 Expenses.

(a) Expenses. The Partnership will pay all reasonable Registration Expenses as determined in good faith, including, in the case of an Underwritten Offering, whether or not any sale is made pursuant to such Underwritten Offering. Each Selling Holder shall pay its pro rata share of all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.09 hereof, the Partnership shall not be responsible for professional fees incurred by Holders in connection with the exercise of such Holders' rights hereunder.

(b) Certain Definitions. "Registration Expenses" means all expenses incident to the Partnership's performance under or compliance with this Agreement to effect the registration of Registrable Securities on the Registration Statement pursuant to Section 2.01(a) or an Underwritten Offering covered under this Agreement, and the disposition of such Registrable Securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws, fees of the Financial Industry Regulatory Authority, fees of transfer agents and registrars, all word processing, duplicating and printing expenses, any transfer taxes and the fees and disbursements of counsel and independent public accountants for the Partnership, including the expenses of any special audits or "comfort" letters required by or incident to such performance and compliance. "Selling Expenses" means all underwriting fees, discounts and selling commissions or similar fees or arrangements allocable to the sale of the Registrable Securities.

Section 2.09 Indemnification.

(a) By the Partnership. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, employees and agents and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, the “Selling Holder Indemnified Persons”), against any losses, claims, damages, expenses or liabilities (including reasonable attorneys’ fees and expenses) (collectively, “Losses”), joint or several, to which such Selling Holder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus or prospectus supplement, in the light of the circumstances under which such statement is made) contained in the Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, preliminary prospectus supplement, free writing prospectus or final prospectus or prospectus supplement contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus or prospectus supplement, in the light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; *provided, however*, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder Indemnified Person in writing specifically for use in the Registration Statement or such other registration statement contemplated by this Agreement, preliminary prospectus, preliminary prospectus supplement, free writing prospectus, or final prospectus or prospectus supplement contained therein, or any amendment or supplement thereof. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder Indemnified Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership, the General Partner, its directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in the Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, preliminary prospectus supplement, free writing prospectus or final prospectus or prospectus supplement

contained therein, or any amendment or supplement thereof; *provided, however*, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party other than under this Section 2.09. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.09 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; *provided, however*, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnifying party shall settle any action brought against any indemnified party with respect to which such indemnified party is entitled to indemnification hereunder without the consent of the indemnified party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, the indemnified party.

(d) Contribution. If the indemnification provided for in this Section 2.09 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such indemnified party on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; *provided, however*, that in no event shall such Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the indemnified party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or

alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss that is the subject of this paragraph. 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 is not guilty of such fraudulent misrepresentation.

(e) Other Indemnification. The provisions of this Section 2.09 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 2.10 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Partnership agrees to:

(a) use commercially reasonable efforts to make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(b) use commercially reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) so long as a Holder owns any Registrable Securities, furnish, (i) to the extent accurate, forthwith upon request, a written statement of the Partnership that it has complied with the reporting requirements of Rule 144 under the Securities Act, and (ii) unless otherwise available via EDGAR, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Solely for purposes of this Section 2.10, the term "Registrable Securities" shall be read without regard to the limitation set forth in Section 1.02(e).

Section 2.11 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Securities granted to the Purchasers by the Partnership under this Article II may be transferred or assigned by any Purchaser to one or more transferees or assignees of Registrable Securities; *provided*, *however*, that (a) unless the transferee or assignee is an Affiliate of, and after such transfer or assignment continues to be an Affiliate of, such Purchaser, the amount of Registrable Securities transferred

or assigned to such transferee or assignee shall represent at least \$25 million of Registrable Securities (based on the Common Unit Price), (b) the Partnership is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, (c) each such transferee or assignee assumes in writing responsibility for its portion of the obligations of such Purchaser under this Agreement and (d) the transferor or assignor is not relieved of any obligations or liabilities hereunder arising out of events occurring prior to such transfer.

Section 2.12 Limitation on Subsequent Registration Rights. From and after the date hereof, the Partnership shall not, without the prior written consent of the Holders of a majority of the Registrable Securities, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis other than *pari passu* with, or expressly subordinate to the rights of, the Holders of Registrable Securities hereunder.

ARTICLE III MISCELLANEOUS

Section 3.01 Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, electronic mail, courier service or personal delivery:

- (a) if to a Purchaser, to the respective address listed on Schedule A hereof;
- (b) if to a transferee of a Purchaser, to such Holder at the address provided pursuant to Section 2.11 above; and
- (c) if to the Partnership:

Sunoco LP
c/o Sunoco GP LLC
3801 West Chester Pike
Newtown Square, PA 19073
Attention: Associate General Counsel
Electronic Mail: Marci.Donnelly@energytransfer.com

with a copy to:

Latham & Watkins LLP
811 Main Street, 37th Floor
Houston, Texas 77002
Attention: Debbie P. Yee
Facsimile: 713.546.5401
Electronic Mail: Debbie.Yee@lw.com

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via facsimile or sent via Internet electronic mail; and when actually received, if sent by courier service or any other means.

Section 3.02 Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

Section 3.03 Assignment of Rights. All or any portion of the rights and obligations of any Purchaser under this Agreement may be transferred or assigned by such Purchaser only in accordance with Section 2.11 hereof.

Section 3.04 Recapitalization, Exchanges, Etc. Affecting the Common Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

Section 3.05 Aggregation of Registrable Securities. All Registrable Securities held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights and applicability of any obligations under this Agreement.

Section 3.06 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

Section 3.07 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and

delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Section 3.08 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 3.09 Governing Law. **THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK.**

Section 3.10 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

Section 3.11 Entire Agreement. This Agreement, the Common Unit Purchase Agreement and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, representations or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Partnership set forth herein. This Agreement and the Common Unit Purchase Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.12 Amendment. This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of a majority of the then outstanding Registrable Securities; *provided, however*, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

Section 3.13 No Presumption. If any claim is made by a party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

Section 3.14 Obligations Limited to Parties to Agreement. Each of the parties hereto covenants, agrees and acknowledges that no Person other than the Purchasers (and their permitted transferees and assignees) and the Partnership shall have any obligation hereunder and that, notwithstanding that one or more of the Purchasers may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Purchasers under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any transferee or assignee of a Purchaser hereunder.

Section 3.15 Independent Nature of Purchaser's Obligations. The obligations of each Purchaser (and their permitted transferees and assignees) under this Agreement are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement. Nothing contained herein, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

Section 3.16 Interpretation. Article and Section references to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any determination, consent or approval is to be made or given by a Purchaser under this Agreement, such action shall be in such Purchaser's sole discretion unless otherwise specified.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

SUNOCO LP

By: SUNOCO GP LLC
(its General Partner)

By: /s/ Robert W. Owens

Name: Robert W. Owens

Title: President and Chief Executive Officer

Signature Page to Registration Rights Agreement

**ADVISORY RESEARCH MLP & ENERGY INCOME
FUND**

By: /s/ Quinn T. Kiley
Name: Quinn T. Kiley
Title: Senior Portfolio Manager

**ADVISORY RESEARCH MLP & ENERGY
INFRASTRUCTURE FUND**

By: /s/ Quinn T. Kiley
Name: Quinn T. Kiley
Title: Senior Portfolio Manager

FIDUCIARY/CLAYMORE MLP OPPORTUNITY FUND

By: /s/ Quinn T. Kiley
Name: Quinn T. Kiley
Title: Senior Portfolio Manager

**NUVEEN ALL CAP ENERGY MLP OPPORTUNITIES
FUND**

By: /s/ Quinn T. Kiley
Name: Quinn T. Kiley
Title: Senior Portfolio Manager

NUVEEN ENERGY MLP TOTAL RETURN FUND

By: /s/ Quinn T. Kiley
Name: Quinn T. Kiley
Title: Senior Portfolio Manager

Signature Page to Registration Rights Agreement

TEACHER'S RETIREMENT SYSTEM OF OKLAHOMA

By: /s/ Quinn T. Kiley

Name: Quinn T. Kiley

Title: Senior Portfolio Manager

Signature Page to Registration Rights Agreement

OPPENHEIMER STEELPATH MLP SELECT 40 FUND

By: /s/ Robert Coble

Name: Robert Coble

Title: Vice President

Signature Page to Registration Rights Agreement

OPPENHEIMER STEELPATH MLP INCOME FUND

By: /s/ Robert Coble

Name: Robert Coble

Title: Vice President

Signature Page to Registration Rights Agreement

KAYNE ANDERSON MLP INVESTMENT COMPANY

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

Name: James C. Baker

Title: Managing Director

**KAYNE ANDERSON ENERGY TOTAL RETURN FUND,
INC.**

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

Name: James C. Baker

Title: Managing Director

KAYNE ANDERSON MIDSTREAM/ENERGY FUND, INC.

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

Name: James C. Baker

Title: Managing Director

**KAYNE ANDERSON ENERGY DEVELOPMENT
COMPANY**

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

Name: James C. Baker

Title: Managing Director

KAYNE ANDERSON MLP FUND, L.P.

By: Kayne Anderson Capital Advisors, L.P.,
as its General Partner

By: /s/ Michael O'Neil
Michael O'Neil
Chief Compliance Officer

**KAYNE ANDERSON MIDSTREAM INSTITUTIONAL
FUND, L.P.**

By: Kayne Anderson Capital Advisors, L.P.,
as its General Partner

By: /s/ Michael O'Neil
Michael O'Neil
Chief Compliance Officer

Signature Page to Registration Rights Agreement

NATIONWIDE MUTUAL INSURANCE COMPANY

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

Name: James C. Baker

Title: Managing Director

**MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY**

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

Name: James C. Baker

Title: Managing Director

KA FIRST RESERVE, LLC

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

Name: James C. Baker

Title: Managing Director

Signature Page to Registration Rights Agreement

CITIBANK, N.A.

By: /s/ Tim Collins

Name: Tim Collins

Title: Managing Director

Signature Page to Registration Rights Agreement

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Tim Collins

Name: Tim Collins

Title: Managing Director

Signature Page to Registration Rights Agreement

**GOLDMAN SACHS MLP ENERGY INFRASTRUCTURE
FUND**

By: Goldman Sachs Asset Management, L.P., its Investment
Adviser

By: /s/ Kyri Loupis

Name: Kyri Loupis

Title: Managing Director

Signature Page to Registration Rights Agreement

**GOLDMAN SACHS MLP ENERGY RENAISSANCE
FUND**

By: Goldman Sachs Asset Management, L.P., its Investment
Adviser

By: /s/ Kyri Loupis

Name: Kyri Loupis

Title: Managing Director

Signature Page to Registration Rights Agreement

**GOLDMAN SACHS MLP INCOME OPPORTUNITIES
FUND**

By: Goldman Sachs Asset Management, L.P., its Investment
Adviser

By: /s/ Kyri Loupis

Name: Kyri Loupis

Title: Managing Director

Signature Page to Registration Rights Agreement

ZP ENERGY FUND, L.P.

By: ZP ENERGY GP, LLC, its general partner

By: /s/ Stuart J. Zimmer

Name: Stuart J. Zimmer

Title: Managing Member

Signature Page to Registration Rights Agreement

KENDALL PARTNERS, LLC

By: /s/ Lawrence M. Noe

Name: Lawrence M. Noe

Title: Vice President

Signature Page to Registration Rights Agreement

MTP ENERGY MASTER FUND LTD

By: MTP Energy Management LLC
Its: Investment Advisor

By: Magnetar Financial LLC
Its: Sole Member

By: /s/ Michael Turro
Name: Michael Turro
Title: Chief Compliance Officer

Signature Page to Registration Rights Agreement

Schedule A – Purchaser Name; Notice and Contact Information

Purchaser Name [Please list each fund]	Notice and Contact Information [Please provide address, phone and email]	Tax I.D. Number [Please provide for each fund]	Opt-Out Election per Section 2.02(a) [Please indicate “Yes- Opt Out” or “No-Not Opting Out”]
Kayne Anderson MLP Investment Company	Attn: James C. Baker 811 Main Street, 14 th Floor Houston, TX 77002 Phone: 713-493-2020 Email: jbaker@kaynecapital.com	56-2474626	Yes - Opt Out
Kayne Anderson Energy Total Return Fund, Inc.	Attn: James C. Baker 811 Main Street, 14 th Floor Houston, TX 77002 Phone: 713-493-2020 Email: jbaker@kaynecapital.com	42-1665942	Yes - Opt Out
Kayne Anderson Midstream/Energy Fund, Inc.	Attn: James C. Baker 811 Main Street, 14 th Floor Houston, TX 77002 Phone: 713-493-2020 Email: jbaker@kaynecapital.com	27-3335731	Yes - Opt Out
Kayne Anderson Energy Development Company	Attn: James C. Baker 811 Main Street, 14 th Floor Houston, TX 77002 Phone: 713-493-2020 Email: jbaker@kaynecapital.com	20-4991752	Yes - Opt Out
Nationwide Mutual Insurance Company	Attn: James C. Baker 811 Main Street, 14 th Floor Houston, TX 77002 Phone: 713-493-2020 Email: jbaker@kaynecapital.com	31-4177100	Yes - Opt Out
Massachusetts Mutual Life Insurance Company	Attn: James C. Baker 811 Main Street, 14 th Floor Houston, TX 77002 Phone: 713-493-2020 Email: jbaker@kaynecapital.com	04-1590850	Yes - Opt Out
Kayne Anderson MLP Fund, L.P.	Attn: Mike O’Neil 1800 Avenue of the Stars Third Floor Los Angeles, CA 90067 Tel: 310.282.7905 Email: moneil@kaynecapital.com	61-1437017	Yes - Opt Out
Kayne Anderson Midstream Institutional Fund, L.P.	Attn: Mike O’Neil 1800 Avenue of the Stars Third Floor Los Angeles, CA 90067 Tel: 310.282.7905 Email: moneil@kaynecapital.com	26-3885960	Yes - Opt Out

Schedule A to Registration Rights Agreement

KA First Reserve, LLC	Attn: James C. Baker 811 Main Street, 14th Floor Houston, TX 77002 Phone: 713-493-2020 Email: jbaker@kaynecapital.com	26-1744169	Yes - Opt Out
Goldman Sachs MLP Energy Infrastructure Fund	Address for notices: Goldman Sachs MLP Energy Infrastructure Fund c/o Goldman Sachs Asset Management, L.P. 200 West Street New York, New York 10282 Phone: (212) 934-3061 Attn: Ganesh Jois Email: ganesh.jois@gs.com Address for delivery of certificates: M/S CCB0501 State Street Bank 1 Iron Street Boston, MA 02110 Phone: (617) 662-7062 Fax: (617) 369-9843 Attn: John Lewis Email: jflewis@statestreet.com	46-1975704	No - Not Opting Out
Goldman Sachs MLP Energy Renaissance Fund	Address for notices: Goldman Sachs MLP Energy Renaissance Fund c/o Goldman Sachs Asset Management, L.P. 200 West Street New York, New York 10282 Phone: (212) 934-3061 Attn: Ganesh Jois Email: ganesh.jois@gs.com Address for delivery of certificates: M/S CCB0501 State Street Bank 1 Iron Street Boston, MA 02110 Phone: (617) 662-7062 Fax: (617) 369-9843 Attn: John Lewis Email: jflewis@statestreet.com	47-1497006	No - Not Opting Out
Goldman Sachs MLP Income Opportunities Fund	Address for notices: Goldman Sachs MLP Income Opportunities Fund c/o Goldman Sachs Asset Management, L.P. 200 West Street New York, New York 10282 Phone: (212) 934-3061 Attn: Ganesh Jois Email: ganesh.jois@gs.com	46-3405556	No - Not Opting Out

Schedule A to Registration Rights Agreement

Address for delivery of certificates:

M/S CCB0501
 State Street Bank
 1 Iron Street
 Boston, MA 02110
 Phone: (617) 662-7062
 Fax: (617) 369-9843
 Attn: John Lewis
 Email: jflewis@statestreet.com

MTP Energy Master Fund Ltd	MTP Energy Management LLC Attn: Craig Rohr 1603 Orrington Avenue, 13th Floor Evanston, IL 60201 notices@magnetar.com	98-0590199	No - Not Opting Out
Advisory Research MLP & Energy Income Fund	Attn: Quinn T. Kiley 8235 Forsyth Blvd., Suite 700 St. Louis MO 63105 314-446-6795 qkiley@advisoryresearch.com	27-3764048	Yes-Opt Out
Advisory Research MLP & Energy Infrastructure Fund	Attn: Quinn T. Kiley 8235 Forsyth Blvd., Suite 700 St. Louis MO 63105 314-446-6795 qkiley@advisoryresearch.com	27-3202185	Yes-Opt Out
Teachers' Retirement System of Oklahoma	Attn: Quinn T. Kiley 8235 Forsyth Blvd., Suite 700 St. Louis MO 63105 314-446-6795 qkiley@advisoryresearch.com	73-6028563	Yes-Opt Out
Fiduciary/Claymore MLP Opportunity Fund	Attn: Quinn T. Kiley 8235 Forsyth Blvd., Suite 700 St. Louis, MO 63105 314-446-6795 qkiley@advisoryresearch.com	20-1923642	Yes-Opt Out
Nuveen Energy MLP Total Return Fund	Attn: Quinn T. Kiley 8235 Forsyth Blvd., Suite 700 St. Louis, MO 63105 314-446-6795 qkiley@advisoryresearch.com	27-4486669	Yes-Opt Out
Nuveen All Cap Energy MLP Opportunities Fund	Attn: Quinn T. Kiley 8235 Forsyth Blvd., Suite 700 St. Louis, MO 63105 314-446-6795 qkiley@advisoryresearch.com	46-3829808	Yes-Opt Out

Kendall Partners, LLC	11 Times Square New York, NY 10036 212-782-7000 investmentteam@moorecap.com	13-4089530	No - Not Opting Out
Oppenheimer Steelpath MLP Select 40 Fund	Robert Coble 214-740-6045 rcoble@ofiglobal.com 2100 McKinney Ave Suite 1401 Dallas, TX 75201 With copy to: General Counsel investmentslegal@ofiglobal.com Oppenheimer Funds, Inc. 225 Liberty Street 15 th Floor New York, NY 10281	27-1423380	No - Not Opting Out
Oppenheimer Steelpath MLP Income Fund	Robert Coble 214-740-6045 rcoble@ofiglobal.com 2100 McKinney Ave Suite 1401 Dallas, TX 75201 With copy to: General Counsel investmentslegal@ofiglobal.com Oppenheimer Funds, Inc. 225 Liberty Street 15 th Floor New York, NY 10281	27-1575900	No - Not Opting Out
ZP Energy Fund, L.P.	Zimmer Partners, LP 888 Seventh Ave, 23 rd FL New York, NY 10106 Attn: Barbara Burger bburger@zimmerpartners.com 212.440.0749	36-4788936	No - Not Opting Out
Citibank, N.A.	Citigroup 390 Greenwich Street, 3rd Floor New York, New York, 10013 Attn: Tim Collins, Dan Breen tim.collins@citi.com daniel.p.breen@citi.com 212-723-7137	13-5266470	No - Not Opting Out
Citigroup Global Markets Inc.	Citigroup 390 Greenwich Street, 3rd Floor New York, New York, 10013 Attn: Tim Collins, Dan Breen tim.collins@citi.com daniel.p.breen@citi.com 212-723-7137	11-2418191	No - Not Opting Out

Schedule A to Registration Rights Agreement

SECOND AMENDMENT TO CREDIT AGREEMENT

This Second Amendment to Credit Agreement (this “**Amendment**”) is entered into effective as of the 2nd day of December, 2015 (the “**Second Amendment Effective Date**”), by and among Sunoco LP, a Delaware limited partnership (“**Borrower**”), Bank of America, N.A., as Administrative Agent (in such capacity, the “**Administrative Agent**”), Collateral Agent (in such capacity, the “**Prior Collateral Agent**”), Swingline Lender and an LC Issuer, and the financial institutions parties hereto as Lenders (“**Lenders**”).

WITNESSETH

WHEREAS, Borrower, Administrative Agent and the Lenders are parties to that certain Credit Agreement, dated as of September 25, 2014 (as amended by that certain First Amendment to Credit Agreement and Increase Agreement dated as of as April 10, 2015 and as otherwise amended, restated, supplemented or modified prior to the date hereof, the “**Existing Credit Agreement**” and the Existing Credit Agreement, as amended by this Amendment, the “**Credit Agreement**”) (unless otherwise defined herein, all terms used herein with their initial letter capitalized shall have the meaning given such terms in the Credit Agreement);

WHEREAS, pursuant to that certain Contribution Agreement dated as of November 15, 2015 among the Borrower, Sunoco GP LLC, Sunoco, LLC, a Delaware limited liability company (“**Sunoco LLC**”), Sunoco, Inc., ETP Retail Holdings, LLC, and Energy Transfer Partners, L.P. (the “**Contribution Agreement**”), Borrower will acquire (the “**Drop Down**” and the date that the Drop Down is consummated pursuant to the terms of the Contribution Agreement, the “**Dropdown Effective Date**”), directly or through one or more of its wholly owned domestic subsidiaries, 100% of the equity interest of Sunoco Retail, LLC, a Pennsylvania limited liability company (“**Sunoco Retail**”) and 68.42% of the equity interest in Sunoco LLC;

WHEREAS, in connection with the Drop Down, the Borrower intends (i) to obtain a \$2.035 billion senior secured term loan facility (the “**Term Loan Facility**”) on terms substantially consistent with those listed on **Schedule A** hereto, and (ii) to issue certain equity securities to a group of private investors and Energy Transfer Equity, L.P. in certain private investment in public equity offerings (collectively, the “**PIPE Offering**” and, together with the Drop Down and the consummation of the Term Loan Facility, the “**Transactions**”);

WHEREAS, the Term Loan Facility will be secured by the Collateral on a pari passu basis with the Obligations under the Credit Agreement and, in order to effectuate the foregoing, the Lenders desire that (a) the Administrative Agent, on behalf of the Secured Parties, enter into a collateral agency agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agency Agreement**”) whereby the Administrative Agent, on behalf of the Secured Parties, shall consent to the appointment of a common collateral agent with respect to the Collateral and (b) certain of the Collateral Documents be amended, restated, amended and restated, supplemented or otherwise modified in order to evidence such pari passu liens;

WHEREAS, in order to incur Indebtedness pursuant to the Term Loan Facility and to secure the Term Loan Facility on a pari passu basis with the Obligations under the Credit Agreement, the Borrower has requested (and the Lenders have agreed) to make certain amendments to the Existing Credit Agreement; and

WHEREAS, subject to and upon the terms and conditions set forth herein, the Lenders have agreed to enter into this Amendment;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower, Administrative Agent, and the Lenders hereby agree as follows:

Section 1. Second Amendment Effective Date Amendments. In reliance on the representations, warranties, covenants and agreements contained in this Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, the Existing Credit Agreement shall be amended effective as of the Second Amendment Effective Date in the manner provided in this Section 1.

1.1 **Additional Definitions.** Section 1.01 of the Existing Credit Agreement is hereby amended to add thereto in alphabetical order the following definition which shall read in full as follows:

“**Contribution Agreement**” means that certain Contribution Agreement dated as of November 15, 2015 among the Borrower, Sunoco GP LLC, Sunoco, LLC, Sunoco, Inc., ETP Retail Holdings, LLC, and Energy Transfer Partners, L.P.

“**Dropdown Effective Date**” means the “Closing Date”, as such term is defined in the Contribution Agreement.

“**Post Dropdown Period**” has the meaning assigned to such term in Section 7.12.

“**Second Amendment**” means that certain Second Amendment to Credit Agreement dated as of December 2, 2015, among Borrower, Administrative Agent and the Lenders party thereto.

“**Term Loan Administrative Agent**” means the administrative agent for the lenders party to the Term Loan Facility and its successors, assigns and replacements in such capacity.

“**Term Loan Documents**” means the definitive documentation governing the Term Loan Facility, as the same may be amended, modified, restated or replaced from time to time.

“**Term Loan Facility**” means that certain senior secured term loan credit facility to be obtained by the Borrower on the Dropdown Effective Date in an initial aggregate principal amount not to exceed \$2,035,000,000.00 for the purposes set forth on, and

initially on terms substantially the same as the terms listed on, Schedule A to the Second Amendment, as the same may be amended, modified, restated, replaced, refinanced, refunded, renewed or extended from time to time after the Dropdown Effective Date pursuant to the terms of this Agreement, including by any Term Loan Refinancing Indebtedness.

“ **Term Loan Lenders** ” means the lenders under the Term Loan Facility from time to time.

“ **Term Loan Obligations** ” means the Term Loans and all interest, fees and premium, if any, and all other debts, liabilities, obligations, covenants and duties of, the Borrower or any Guarantor arising under any Term Loan Document or otherwise with respect to any Term Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower or any Subsidiary or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“ **Term Loan Refinancing Indebtedness** ” means any refinancings, renewals or extensions of all or any part of any Term Loan Obligations, including without limitation with one or more new term loan facilities that may be unsecured or that may be secured by the Collateral on a pari passu or junior basis with the Obligations or with one or more series of senior unsecured notes or senior secured notes that will be secured by the Collateral on a pari passu or junior basis with the Obligations, in each case as determined by the Borrower; provided that (i) the maturity date of any such Term Loan Refinancing Indebtedness is no earlier than the latest maturity date on which any of the Term Loans then in effect as of the date such Term Loan Refinancing Indebtedness is incurred, (ii) the weighted average life to maturity of each series of Term Loan Refinancing Indebtedness is no shorter than the current weighted average life to maturity of the then outstanding Term Loans as of the date such Term Loan Refinancing Indebtedness is incurred, (iii) the documents or instruments governing such Term Loan Refinancing Indebtedness do not contain representations and warranties, covenants or events of default which are materially more onerous to the Borrower and its Subsidiaries than those contained in the Term Loan Facility as of the date such Term Loan Refinancing Indebtedness is incurred (it being understood that any new or more onerous financial covenant shall be deemed to be materially more onerous for purposes of this definition), (iv) the

principal amount of such Term Loan Refinancing Indebtedness does not exceed the principal amount of the Term Loan Obligations being refinanced, renewed or extended except by an amount equal to accrued interest, breakage and premium thereon plus other reasonable amounts, including fees and expenses, payable in connection therewith, (v) the obligors, whether direct or contingent, in respect of such Term Loan Refinancing Indebtedness are the same as those guaranteeing the Obligations and any Term Loans outstanding after giving effect to the incurrence of such Term Loan Refinancing Indebtedness and any other transactions consummated contemporaneously therewith, (vi) there is no collateral securing such Term Loan Refinancing Indebtedness that does not secure the Obligations and any Term Loans outstanding after giving effect to the incurrence of such Term Loan Refinancing Indebtedness and any other transactions consummated contemporaneously therewith, (vii) if any Term Loan Refinancing Indebtedness is secured on a pari passu basis with the Obligations, such Term Loan Refinancing Indebtedness shall be subject to the same collateral agency or other lien sharing agreement and other Collateral Documents entered into in connection with the Term Loan Obligations or a collateral agency agreement or similar lien sharing agreement reasonably satisfactory to the Administrative Agent and (viii) if any Term Loan Refinancing Indebtedness is secured on a junior basis to the Obligations, such Term Loan Refinancing Indebtedness shall be subject to an intercreditor agreement reasonably satisfactory to the Administrative Agent.

“**Term Loans**” means the term loans made by the Term Loan Lenders to the Borrower pursuant to the Term Loan Documents.

1.2 **Amendment and Restatement of Definition.** Section 1.01 of the Existing Credit Agreement is hereby amended by amending and restating the following definitions to read in full as follows:

“**Loan Documents**” means this Agreement, the First Amendment and Increase Agreement, the Second Amendment, each Note, each Issuer Document, each Guaranty, each Collateral Document and any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.19 of this Agreement, the Fee Letters, and all other agreements, certificates, documents, instruments and writings at any time delivered in connection herewith or therewith (exclusive of term sheets and commitment letters).

1.3 Amendment of Section 7.01.

(a) Section 7.01(a) of the Existing Credit Agreement is hereby amended by deleting the ultimate “and” in clause (xiii) thereof, replacing the “.” in clause (xiv) thereof with “; and” and adding a new clause (xv) at the end thereof to read in its entirety as follows:

“(xv) the Term Loan Facility and any Term Loan Refinancing Indebtedness in respect thereof.”

(b) Section 7.01(b) of the Existing Credit Agreement is hereby amended by deleting the ultimate “and” in clause (x) thereof, replacing the “.” in clause (xi) thereof with “; and” and adding a new clause (xii) at the end thereof to read in its entirety as follows:

“(xii) the Term Loan Facility and any Term Loan Refinancing Indebtedness in respect thereof.”

1.4 Amendment of Section 7.02. Section 7.02 of the Existing Credit Agreement is hereby amended by deleting the ultimate “and” in clause (r) thereof, replacing the “.” in clause (s) thereof with “; and” and adding a new clause (t) at the end thereof to read in its entirety as follows:

“Liens securing Indebtedness permitted by Section 7.01(a)(xv) or Section 7.01(b)(xii).”

1.5 Amendment of Section 7.12. Section 7.12 of the Existing Credit Agreement is hereby amended and restated to read in its entirety as follows:

“**7.12 Leverage Ratio** . On each Quarterly Testing Date (other than on Quarterly Testing Dates during the Post Dropdown Period (as defined below)), the Leverage Ratio will not exceed (A) 5.50 to 1.00 at any time other than during a Specified Acquisition Period and (B) 6.00 to 1.00 during a Specified Acquisition Period. On each Quarterly Testing Date occurring during the period beginning upon the Dropdown Effective Date through the fourth Quarterly Testing Date following the Dropdown Effective Date (the “**Post Dropdown Period**”), the Leverage Ratio will not exceed 6.25 to 1.00 at any time. For the avoidance of doubt, the elevated maximum Leverage Ratio described in the immediately preceding sentence shall apply with respect to determining pro forma compliance (if applicable) with the Leverage Ratio under the Loan Documents during the Post Dropdown Period.”

Section 2. Dropdown Effective Date Amendments and Consents. In reliance on the representations, warranties, covenants and agreements contained in this Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, the Existing Credit Agreement shall be amended effective as of the Dropdown Effective Date in the manner provided in this Section 2.

2.1 **Amendment to Definition.** Section 1.01 of the Existing Credit Agreement is hereby amended by amending and restating clause (g) of the definition of “Excluded Assets” in its entirety as follows:

“(g) those assets as to which the Administrative Agent and the Borrower reasonably determine that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Lenders of the security to be afforded thereby”

2.2 **Additional Definition.** Section 1.01 of the Existing Credit Agreement is hereby amended to add thereto in alphabetical order the following definition which shall read in full as follows:

“**Collateral Agency Agreement**” means the Collateral Agency Agreement to be dated effective as of the Dropdown Effective Date among the Collateral Agent, the Administrative Agent and the Term Loan Administrative Agent, as the same may be amended, modified, restated or replaced from time to time.

2.3 **Amendment and Restatement of Definition.** Section 1.01 of the Existing Credit Agreement is hereby amended by amending and restating the following definitions to read in full as follows:

“**Collateral Agent**” means the collateral agent for the Secured Parties appointed pursuant to the Collateral Agency Agreement and its successors, assigns and replacements in such capacity.

“**Collateral Documents**” means, collectively, the Pledge and Security Agreement, the Collateral Agency Agreement and all other instruments, documents and agreements delivered by the Borrower or any Subsidiary Guarantor pursuant to this Agreement or any other Loan Document that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

“**Pledge and Security Agreement**” means the Amended and Restated Pledge and Security Agreement to be effective as of the Dropdown Effective Date among the Borrower, the other grantors party thereto and the Collateral Agent, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“**Secured Parties**” means, collectively, the Administrative Agent, the Collateral Agent, the LC Issuer, the Swingline Lender, the Lenders, the Hedge Banks, the Cash Management Banks, the Term Loan Administrative Agent, the Term Loan Lenders and any other party for whose benefit the Collateral Agent is granted a Lien and security interest in Collateral pursuant to the terms of the Collateral Documents.

2.4 **Amendment of Section 6.10.** Section 6.10 of the Existing Credit Agreement is hereby amended by deleting the reference to “Collateral Agent” in the first parenthetical thereof and replacing it with a reference to “Administrative Agent.”

2.5 **Amendment of Section 6.11.** Section 6.11 of the Existing Credit Agreement is hereby amended by deleting the words “or the Collateral Agent” therein.

2.6 **Amendment to Section 9.10.** Section 9.10 of the Existing Credit Agreement is hereby amended such that each reference to “Collateral Agent” with respect to a “Guaranty” or “guaranty” shall instead refer to “Administrative Agent”.

2.7 **Consent to Replacement of Prior Collateral Agent.**

(a) As of (and contingent upon) the Dropdown Effective Date, (i) the Prior Collateral Agent hereby resigns as the “collateral agent” for the Secured Parties under the Credit Agreement and the other Loan Documents, and (ii) the parties hereto hereby accept the Prior Collateral Agent’s resignation. The parties hereto hereby acknowledge and agree that, as of (and contingent upon) the Dropdown Effective Date, the Prior Collateral Agent shall have no further obligations, responsibilities or duties as “collateral agent” for the Secured Parties under the Credit Agreement and the other Loan Documents, except to the extent of any obligation expressly stated in the Credit Agreement or other Loan Documents as surviving any such resignation.

(b) The parties hereto hereby acknowledge and agree that from and after the Dropdown Effective Date, notwithstanding anything in the Credit Agreement (including Section 9.10 thereof) or the other Loan Documents to the contrary, (i) (A) all matters related to the appointment, resignation and removal of the “Collateral Agent” for the Secured Parties, (B) the terms and conditions pursuant to which the “Collateral Agent” will serve in such capacity and (C) all matters related to the receipt, holding, maintenance, administration and distribution of Collateral shall be governed in all respects by the Collateral Agency Agreement and the other Collateral Documents and (ii) in the event of any conflict with respect to the rights, duties, obligations or liabilities of the “Collateral Agent” between the terms of the Collateral Agency Agreement and the Credit Agreement, the terms of the Collateral Agency Agreement will govern.

(c) The parties hereto authorize each of the Prior Collateral Agent and the collateral agent for the Secured Parties appointed pursuant to the Collateral Agency Agreement as of the Dropdown Effective Date (the “**Successor Collateral Agent**”) to prepare, enter into, execute, record and/or file any and all notices, certificates, instruments, UCC financing statements and/or other documents or agreements (including, without limitation, filings in respect of any collateral, and assignments, amendments or supplements to any UCC financing statements, security agreements, pledge agreements, intellectual property security agreements, stock powers, account control agreements, intercreditor agreements, or other Loan Documents), as either the Prior Collateral Agent

or the Successor Collateral Agent deems reasonably necessary or desirable to effect or evidence (of public record or otherwise) the transactions herein contemplated, including but not limited to the resignation of the Prior Collateral Agent, the appointment of the Successor Collateral Agent and the pari passu nature of the Liens securing the Obligations and the Term Loan Obligations, and to maintain the validity, perfection, priority, of, or assign to the Successor Collateral Agent, any and all liens and security interests in respect of any and all Collateral, and each of the Borrower, the Prior Collateral Agent and the Successor Collateral Agent hereby agrees to execute and deliver (and the Borrower agrees to cause each applicable Guarantor and/or other guarantor or grantor of collateral to execute and deliver) any documentation reasonably necessary or reasonably requested by the Prior Collateral Agent or the Successor Collateral Agent to evidence such resignation and appointment or such amendments or to maintain the validity, perfection or priority of, or assign to the Successor Collateral Agent, any such liens or security interests, or to maintain the rights, powers and privileges afforded to the Prior Collateral Agent under any Loan Documents.

(d) The parties hereto agree that the Successor Collateral Agent shall have no liability for any actions taken or omitted to be taken by the Prior Collateral Agent while it served as the “collateral agent” for the Secured Parties under the Credit Agreement or for any other event or action related to the Loan Documents that occurred prior to the Dropdown Effective Date. The parties hereto agree that the Prior Collateral Agent shall have no liability for any actions taken or omitted to be taken by the Successor Collateral Agent as the “collateral agent” for the Secured Parties under the Credit Agreement and the other Loan Documents; and that the Prior Collateral Agent shall continue to be indemnified pursuant to Section 10.04(b) of the Existing Credit Agreement for any actions taken or omitted to be taken by it while it served as the “collateral agent” for the Secured Parties under the Credit Agreement or for any other event or action related to the Successor Collateral Agent’s replacement of the Prior Collateral Agent.

(e) On and after the Dropdown Effective Date, all possessory collateral held by the Prior Collateral Agent for the benefit of the Secured Parties under the Credit Agreement and the other Loan Documents shall be deemed to be held by the Prior Collateral Agent as gratuitous bailee for the Successor Collateral Agent for the benefit and on behalf of the Successor Collateral Agent and the Secured Parties until such time as such possessory collateral has been delivered to the Successor Collateral Agent. The Prior Collateral Agent agrees to deliver all possessory collateral to the Successor Collateral Agent on or promptly following the Dropdown Effective Date.

Section 3. Conditions Precedent. The effectiveness of the amendments to the Existing Credit Agreement contained in Sections 1 and 2 hereof is subject to the satisfaction of each of the following conditions precedent:

3.1 **Counterparts.** Administrative Agent shall have received counterparts of this Amendment duly executed by Borrower, the Guarantors and the Majority Lenders.

3.2 **Fees and Expenses.** Borrower shall have paid to Administrative Agent all fees due and owing to Administrative Agent pursuant to or in connection with this Amendment (including the reasonable and documented fees, charges and disbursements of a single counsel for the Administrative Agent) in the preparation, execution, review and negotiation of this Amendment and the other Loan Documents in accordance with Section 10.04(a) of the Existing Credit Agreement.

3.3 **No Default.** No Default or Event of Default shall have occurred which is continuing.

3.4 **Certificate s.** The Administrative Agent shall have received:

(a) a certificate dated as of the Second Amendment Effective Date, signed by a Responsible Officer of Borrower, certifying that, before and after giving effect to the terms of this Amendment, (i) the representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects (except to the extent that such representations and warranties are qualified by materiality, in which case such representations and warranties are true and correct in all respects) on and as of the Second Amendment Effective Date after giving effect to this Amendment, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (except to the extent that such representations and warranties are qualified by materiality, in which case such representations and warranties were true and correct in all respects) as of such earlier date and (ii) no Default or Event of Default exists;

(b) a certificate dated as of the Second Amendment Effective Date, signed by a Responsible Officer of Borrower pursuant to Section 9.10(a) of the Existing Credit Agreement certifying that Borrower is requesting the Prior Collateral Agent to execute, deliver or acknowledge any necessary or proper amendments to the Collateral Documents, instruments, intercreditor agreements or other agreements (i) to reflect the resignation of the Prior Collateral Agent, the appointment of the Successor Collateral Agent and the assignment of any and liens and security interests in respect of any and all Collateral to the Successor Collateral Agent, (ii) to include the Term Loan Facility as a secured obligation under the Collateral Documents and (iv) to reflect the pari passu nature of any Lien securing the Collateral in respect of such Term Loan Facility; and

(c) certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower and each Guarantor evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment (or a certification of a Responsible Officer of the Borrower or such Guarantor, as applicable, that there have been no changes to the organizational or constitutional documents or incumbency certificate, as applicable, previously delivered to the Administrative Agent by or behalf of the Borrower or such Guarantor, as applicable), and documents and certifications evidencing that the Borrower and each Guarantor are validly existing and in good standing in their jurisdiction of organization.

3.5 **Opinion of Counsel.** Administrative Agent shall have received a customary opinion of Latham & Watkins LLP, New York counsel to Borrower and Guarantors, relating to

due organization, valid existence, good standing, and authority of the Borrower and each Guarantor to enter into this Agreement and the enforceability of this Amendment, in each case, in substance substantially similar to the substance of the corresponding opinion provided under the Existing Credit Agreement, addressed to the Administrative Agent and each Lender.

Section 4. Joinder of Acquired Subsidiaries. No later than the Dropdown Effective Date, the Borrower shall, at Borrower's sole expense, (i) cause Sunoco Retail and Sunoco LLC to become a party to (A) the Subsidiary Guaranty and (B) the Pledge and Security Agreement, (ii) provide written evidence reasonably satisfactory to the Administrative Agent that Sunoco Retail and Sunoco LLC have each taken all corporate, limited liability company or partnership action necessary to duly approve and authorize its execution, delivery and performance of the Subsidiary Guaranty, the Pledge and Security Agreement and any other documents which it is required to execute, (iii) pledge the Equity Interests in Sunoco Retail and Sunoco LLC as Collateral pursuant to the Pledge and Security Agreement and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance reasonably satisfactory to the Administrative Agent.

Section 5. Term Loan Facility Matters.

5.1 **Negotiation of Collateral Documents.** The Lenders (including in each of their capacities as a current or potential Hedge Bank and a current or potential Cash Management Bank) and the LC Issuer hereby irrevocably authorize the Administrative Agent and the Successor Collateral Agent (a) to negotiate the terms and conditions of the Collateral Agency Agreement and such other amendments, restatements or other modifications (collectively the, "**Collateral Document Modifications**") to any of the Collateral Documents as the Administrative Agent or the Successor Collateral Agent (as requested by the Borrower) deems reasonably necessary to permit the Term Loan Obligations to be secured by the Collateral on a pari passu basis with the Obligations and (b) execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), in each case, to effectuate the transactions contemplated by this Amendment, including securing the Obligations in connection with the execution of the Collateral Agency Agreement.

5.2 **Execution of Collateral Documents.** Without in any way limiting the authority granted under Section 2.7 hereof, the Lenders (including in each of their capacities as a current or potential Hedge Bank and a current or potential Cash Management Bank) and the LC Issuer hereby irrevocably agree that the entry into the Collateral Agency Agreement, any Collateral Document Modifications or any other document contemplated by Section 5.1 hereof or the taking of any other action contemplated by Section 5.1 hereof by any of the Administrative Agent or the Successor Collateral Agent is permitted by Section 9.10(a) of the Existing Credit Agreement and that the Term Loan Facility constitutes Indebtedness which shall be pari passu with the Obligations and permitted to be incurred pursuant to Section 7.01(a)(xv) or Section 7.01(b)(xii) of the Credit Agreement and accordingly hereby authorize the Administrative Agent and the Successor Collateral Agent to enter into and execute any such Collateral Document Modifications or any other document contemplated by Section 5.1 hereof.

Section 6. Representations and Warranties of Borrower. To induce the Lenders and Administrative Agent to enter into this Amendment, Borrower hereby represents and warrants to the Lenders and Administrative Agent as follows:

6.1 **Reaffirmation of Existing Representations and Warranties.** Each representation and warranty of Borrower contained in the Credit Agreement and the other Loan Documents is true and correct in all material respects (except to the extent that such representations and warranties are qualified by materiality, in which case such representations and warranties are true and correct in all respects) on the date hereof after giving effect to the amendments set forth in Sections 1 and 2 hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (except to the extent that such representations and warranties are qualified by materiality, in which case such representations and warranties were true and correct in all respects) as of such earlier date.

6.2 **No Default or Event of Default.** No Default or Event of Default has occurred which is continuing.

6.3 **Acknowledgment of No Defenses.** As of the Second Amendment Effective Date, to the knowledge of the Borrower, Borrower has no defense to (a) Borrower's obligation to pay the Obligations when due, or (b) the validity, enforceability or binding effect against Borrower or any Loan Party of the Credit Agreement or any of the other Loan Documents (to the extent a party thereto) or any Liens intended to be created thereby.

Section 7. Miscellaneous.

7.1 **Reaffirmation of Loan Documents.** Any and all of the terms and provisions of the Credit Agreement and the Loan Documents shall, except as amended and modified hereby, remain in full force and effect. The amendments contemplated hereby shall not limit or impair any Liens securing the Indebtedness, each of which are hereby ratified, affirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Loan Documents.

7.2 **Parties in Interest.** All of the terms and provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.3 **Counterparts.** This Amendment may be executed in counterparts, including, without limitation, by electronic signature, and all parties need not execute the same counterpart. Facsimiles or other electronic transmissions (e.g. .pdfs) of such executed counterparts shall be effective as originals.

7.4 **Complete Agreement.** THIS AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

7.5 **Headings.** The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

7.6 **Effectiveness.** This Amendment shall be effective automatically and without necessity of any further action by Borrower, Administrative Agent or the Lenders when counterparts hereof have been executed by Borrower, Guarantors and the Majority Lenders, and all conditions to the effectiveness hereof set forth herein have been satisfied.

7.7 **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7.8 **Amendment.** On and after the Second Amendment Effective Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

SUNOCO LP

By: SUNOCO GP LLC

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

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

BANK OF AMERICA, N.A., as an LC Issuer, Swingline
Lender and a Lender

By: /s/ Jeffrey Bloomquist

Name: Jeffrey Bloomquist

Title: Managing Director

BANK OF AMERICA, N.A., as Administrative Agent and
Prior Collateral Agent

By: /s/ Denise Jones

Name: Denise Jones

Title: Assistant Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

WELLS FARGO BANK, N.A., as an LC Issuer
and a Lender

By: /s/ Larry Robinson

Name: Larry Robinson

Title: Managing Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
as a Lender

By: /s/ Sherwin Brandford

Name: Sherwin Brandford

Title: Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

COMPASS BANK,
as a Lender

By: /s/ Blake Kirshman
Name: Blake Kirshman
Title: Senior Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

DNB CAPITAL LLC,
as a Lender

By: /s/ Joe Hykle
Name: Joe Hykle
Title: Senior Vice President

By: /s/ Einar Gulstad
Name: Einar Gulstad
Title: Senior Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

TORONTO DOMINION (TEXAS) LLC,
as a Lender

By: /s/ Rayan Karim
Name: Rayam Karim
Title: Authorized Signatory

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

BARCLAYS BANK PLC,
as a Lender

By: /s/ May Huang
Name: May Huang
Title: Assistant Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

CITIBANK, N.A. ,
as a Lender

By: /s/ Michael Zeller
Name: Michael Zeller
Title: Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Stefan Dickenmann

Name: Stefan Dickenmann

Title: Authorized Signatory

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

DEUTSCHE BANK AG – NEW YORK BRANCH,
as a Lender

By: /s/ Shai Bandner

Name: Shai Bandner

Title: Vice President

By: /s/ Chris Chapman

Name: Chris Chapman

Title: Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Jerry Li

Name: Jerry Li

Title: Authorized Signatory

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Stephanie Balette
Name: Stephanie Balette
Title: Authorized Officer

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

MIZUHO BANK, LTD., as a Lender

By: /s/ Nelson Chang

Name: Nelson Chang

Title: Authorized Signatory

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Dmitry Barskiy

Name: Dmitry Barskiy

Title: Authorized Signatory

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Lender

By: /s/ Dmitry Barskiy
Name: Dmitry Barskiy
Title: Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Denise He

Name: Denise He

Title: Assistant Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Mark Lumpkin, Jr.

Name: Mark Lumpkin, Jr.

Title: Authorized Signatory

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ James Weinstein
Name: James D. Weinstein
Title: Managing Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

SUNTRUST BANK,
as a Lender

By: /s/ Carmen Malizia
Name: Carmen Malizia
Title: Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Patrick Jeffrey
Name: Patrick Jeffrey
Title: Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

BMO HARRIS FINANCING, INC.,

as a Lender

By: /s/ Melissa Guzmann

Name: Melissa Guzmann

Title: Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

BNP PARIBAS,
as a Lender

By: /s/ Joseph Onischuk

Name: Joseph Onischuk

Title: Managing Director

By: /s/ Reginald Crichlow

Name: Reginald Crichlow

Title: Vice President

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

**CREDIT AGRICOLE CORPORATE & INVESTMENT
BANK**, as a Lender

By: /s/ Dixon Schultz
Name: Dixon Schultz
Title: Managing Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

ING CAPITAL LLC,
as a Lender

By: /s/ Subha Pasumarti
Name: Subha Pasumarti
Title: Managing Director

By: /s/ Hans Beekmans
Name: Hans Beekmans
Title: Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

UBS AG, STAMFORD BRANCH,
as a Lender

By: /s/ Darlene Arias

Name: Darlene Arias

Title: Director

By: /s/ Housseem Daly

Name: Housseem Daly

Title: Associate Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

NATIXIS,
as a Lender

By: /s/ Stuart Murray
Name: Stuart Murray
Title: Managing Director

By: /s/ Jarrett Price
Name: Jarrett Price
Title: Director

Signature Page to Second Amendment To Credit Agreement
Sunoco LP

Each of the undersigned Guarantors (i) consents and agrees to this Amendment, and (ii) agrees that the Loan Documents to which it is a party (including, without limitation, the Guaranty Agreement, dated as of September 25, 2014, each as amended, modified or supplemented) shall remain in full force and effect and shall continue to be the legal, valid and binding obligation of the undersigned, enforceable against it in accordance with its terms.

CONSENTED, ACKNOWLEDGED AND AGREED TO BY :

SUNOCO ENERGY SERVICES LLC
SUSSE PETROLEUM OPERATING COMPANY LLC
SUSSE PETROLEUM PROPERTY COMPANY LLC
SUSSE HOLDINGS CORPORATION
SUNOCO FINANCE CORP.

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

SUSSE HOLDINGS CORPORATION

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

STRIPES HOLDINGS LLC
SUSSE HOLDINGS, L.L.C.
STRIPES LLC

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

MID-ATLANTIC CONVENIENCE STORES, LLC
SOUTHSIDE OIL, LLC
MACS RETAIL LLC

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

Signature Page to Acknowledgment of Second Amendment To Credit Agreement
Sunoco LP

ALOHA PETROLEUM LLC

By: /s/ Robert W. Owens

Name: Robert W. Owens

Title: Chairman

ALOHA PETROLEUM, LTD.

By: /s/ Richard M. Parry

Name: Richard M. Parry

Title: Chief Executive Officer and President