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):
July 17, 2015 (July 15, 2015)

Commission file number: 001-35653

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

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

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

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

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

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

Underwriting Agreement

On July 15, 2015, Sunoco LP (the "Partnership") entered into an underwriting agreement (the "Underwriting Agreement") with Morgan Stanley & Co. LLC, as manager of the several underwriters named therein (collectively, the "Underwriters"), providing for the offer and sale by the Partnership, and purchase by the Underwriters, of 5,500,000 common units representing limited partner interests in the Partnership (the "Units") at a price to the public of $40.10 per Unit (the "Firm Units"), being $38.897 per Unit to the Partnership, net of underwriting discounts and commissions (the "Equity Offering"). Pursuant to the Underwriting Agreement, the Partnership also granted to the Underwriters a 30-day option to purchase up to an additional 825,000 Units at the same price and otherwise on the same terms as the Firm Units.

The material terms of the Equity Offering are described in the prospectus supplement, dated July 15, 2015 (the "Prospectus"), filed by the Partnership with the Securities and Exchange Commission (the "Commission") on July 17, 2015 pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended (the "Securities Act"). The Units to be sold in the Equity Offering were registered with the Commission pursuant to a Registration Statement on Form S-3 (File No. 333-203965), which became effective automatically upon filing with the Commission on May 7, 2015. Certain legal opinions related to the Equity Offering are filed herewith as Exhibits 5.1 and 8.1.

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

The Equity Offering is expected to close on July 21, 2015, subject to the satisfaction of customary closing conditions. The Partnership expects to receive net proceeds from the Equity Offering of approximately $212.9 million (after deducting underwriting discounts and commissions and estimated offering expenses payable by the Partnership). As described in the Prospectus, the Partnership intends to use these net proceeds to repay indebtedness under its revolving credit facility and for general partnership purposes.

Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, various financial advisory, sales and trading, commercial and investment banking and other financial and non-financial activities and services to the Partnership and its affiliates, for which they received or will receive customary fees and expenses. Affiliates of certain of the Underwriters are lenders under the Partnership's revolving credit facility and, accordingly, will receive a portion of the net proceeds from the Equity Offering.

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

Purchase Agreement

On July 15, 2015, Sunoco GP LLC (the "General Partner"), the Partnership, Sunoco Finance Corp. ("SUN Finance" and, together with the Partnership, the "Issuers") and certain other subsidiaries of the Partnership (the "Guarantors") entered into a purchase agreement (the "Purchase Agreement") with Credit Suisse Securities (USA) LLC, as representative of the several initial purchasers named therein (the "Initial Purchasers"), with respect to an offering (the "Notes Offering") by the Issuers of $600 million aggregate principal amount of their 5.500% Senior Notes due 2020 (the "Notes"), along with the related guarantees of the Notes. The Notes will be issued in a transaction exempt from the registration requirements of the Securities Act and will be resold by the Initial Purchasers in reliance on Rule 144A and Regulation S of the Securities Act.

The Purchase Agreement contains customary representations, warranties and agreements by the General Partner, the Issuers and the Guarantors and customary conditions to closing, obligations of the parties and termination provisions. The Issuers and the Guarantors have agreed to indemnify the Initial Purchasers against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Initial Purchasers may be required to make because of any of those liabilities.

The Notes Offering is expected to close on July 20, 2015, subject to the satisfaction of customary closing conditions. The Partnership expects to receive net proceeds from the Notes Offering of approximately $592.5 million (after deducting initial purchasers' discounts and commissions and estimated offering expenses payable by the Partnership). The Partnership intends to use these net proceeds to fund a portion of the $966.9 million cash consideration payable by the Partnership for its previously announced acquisition of all of the issued and outstanding shares of capital stock of Susser Holdings Corporation and for general partnership purposes.

The Initial Purchasers and their respective affiliates have provided, and may in the future provide, various financial advisory, sales and trading, commercial and investment banking and other financial and non-financial activities and services to the Partnership and its affiliates, for which they received or will receive customary fees and expenses.

The foregoing description is qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 1.2 to this Current Report on Form 8-K and which is incorporated in this Item 1.01 by reference.

Item 7.01 Regulation FD Disclosure.

The following information is furnished under Item 7.01, "Regulation FD Disclosure." This information shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Press Releases Related to the Equity Offering

On July 15, 2015, the Partnership issued a press release announcing that it had commenced the Equity Offering and issued a separate press release announcing that it had priced the Equity Offering, as disclosed in Item 1.01 hereof. A copy of each press release is furnished as Exhibit 99.1 and Exhibit 99.2, respectively, to this Current Report on Form 8-K and is incorporated in this Item 7.01 by reference. These announcements do not constitute an offer to sell, or the solicitation of an offer to buy, the Units.

Press Releases Related to the Notes Offering

On July 15, 2015, the Partnership issued a press release announcing that it had commenced the Notes Offering and issued a separate press release announcing that it had priced the Notes Offering, as disclosed in Item 1.01 hereof. A copy of each press release is furnished as Exhibit 99.3 and Exhibit 99.4, respectively, to this Current Report on Form 8-K and is incorporated in this Item 7.01 by reference. These announcements do not constitute an offer to sell, or the solicitation of an offer to buy, the Notes.

Item 9.01 Financial Statements and Exhibits.

(b) Pro Forma Financial Information .

The following pro forma financial statements of the Partnership reflecting (i) the Equity Offering, (ii) the Notes Offering, (iii) the consummation of the Partnership's acquisitions of Mid-Atlantic Convenience Stores, LLC on October 1, 2014 and Aloha Petroleum, Ltd. on December 16, 2014 and the related financing, (iv) the consummation of the Partnership's acquisition of a 31.58% interest in Sunoco, LLC on April 1, 2015 and the related financing and (v) the consummation of the Partnership's pending acquisition of 100% of the issued and outstanding shares of capital stock of Susser Holdings Corporation, have been prepared in accordance with Article 11 of Regulation S-X, are filed as Exhibit 99.5 hereto and are incorporated herein by reference:

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

(d) Exhibits .

Exhibit Number	Description
1.1	Underwriting Agreement, dated July 15, 2015, by and between Sunoco LP and Morgan Stanley & Co. LLC, as manager of the several underwriters named on Schedule II thereto.
1.2	Purchase Agreement, dated July 15, 2015, by and among Sunoco GP LLC, Sunoco LP, Sunoco Finance Corp., certain subsidiaries of Sunoco LP party thereto and Credit Suisse Securities (USA) LLC, as representative of the several initial purchasers named on Schedule A thereto.
5.1	Opinion of Andrews Kurth LLP.
8.1	Opinion of Andrews Kurth LLP relating to tax matters.
23.1	Consents of Andrews Kurth LLP (included in exhibits 5.1 and 8.1).
99.1	Press Release, dated July 15, 2015, announcing the commencement of the Equity Offering.
99.2	Press Release, dated July 15, 2015, announcing the pricing of the Equity Offering.
99.3	Press Release, dated July 15, 2015, announcing the commencement of the Notes Offering.
99.4	Press Release, dated July 15, 2015, announcing the pricing of the Notes Offering.
99.5	Unaudited pro forma condensed consolidated financial information.

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: July 17, 2015

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

SUNOCO LP

EXHIBIT INDEX

Exhibit Number	Description
1.1	Underwriting Agreement, dated July 15, 2015, by and between Sunoco LP and Morgan Stanley & Co. LLC, as manager of the several underwriters named on Schedule II thereto.
1.2	Purchase Agreement, dated July 15, 2015, by and among Sunoco GP LLC, Sunoco LP, Sunoco Finance Corp., certain subsidiaries of Sunoco LP party thereto and Credit Suisse Securities (USA) LLC, as representative of the several initial purchasers named on Schedule A thereto.
5.1	Opinion of Andrews Kurth LLP.
8.1	Opinion of Andrews Kurth LLP relating to tax matters.
23.1	Consents of Andrews Kurth LLP (included in exhibits 5.1 and 8.1).
99.1	Press Release, dated July 15, 2015, announcing the commencement of the Equity Offering.
99.2	Press Release, dated July 15, 2015, announcing the pricing of the Equity Offering.
99.3	Press Release, dated July 15, 2015, announcing the commencement of the Notes Offering.
99.4	Press Release, dated July 15, 2015, announcing the pricing of the Notes Offering.
99.5	Unaudited pro forma condensed consolidated financial information.

Exhibit 1.1

Execution Version

SUNOCO LP
(a Delaware limited partnership)

5,500,000 COMMON UNITS
REPRESENTING LIMITED PARTNER INTERESTS

UNDERWRITING AGREEMENT

July 15, 2015

July 15, 2015

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

Ladies and Gentlemen:

Sunoco LP, a limited partnership organized under the laws of the State of Delaware (the " **Partnership** "), proposes to issue and sell to the several underwriters named in Schedule II hereto (the " **Underwriters** "), for whom you are acting as manager (the " **Manager** "), the number of common units set forth in Schedule I hereto (the " **Firm Units** "), each representing limited partner interests in the Partnership (the " **Common Units** "). The Partnership also proposes to issue and sell to the several Underwriters not more than the number of additional Common Units set for in Schedule I hereto (the " **Additional Units** ") if and to the extent that you, as Manager of the offering, shall have determined to exercise, on behalf of the Underwriters, the right to purchase such number of Common Units granted to the Underwriters in Section 2 hereof. The Firm Units and the Additional Units are hereinafter collectively referred to as the " **Units** ." This Agreement is to confirm the agreement among the Partnership and the Underwriters concerning the purchase of the Units from the Partnership by the Underwriters.

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

The Partnership has filed with the Securities and Exchange Commission (the " **Commission** ") a registration statement, including a prospectus (the file number of which is set forth in Schedule I hereto) on Form S-3 (No. 333-203965), relating to securities (the " **Shelf Securities** "), including the Units, to be issued from time to time by the Partnership. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the " **Securities Act** "), is hereinafter referred to as the " **Registration Statement** ," and the related prospectus covering the Shelf Securities, dated May 7, 2015 in the form first used to confirm sales of the Units (or in the form first made available to the Underwriters by the Partnership to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the " **Basic Prospectus** ." The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Units in the form first used to confirm sales of the Units (or in the form first made available to the Underwriters by the Partnership to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the " **Prospectus** ," and the term " **preliminary prospectus** " means any preliminary form of the Prospectus. For purposes of this Agreement, " **free writing prospectus** " has the meaning set forth in Rule 405 under the Securities Act, " **Time of Sale Prospectus** " means the documents and pricing information set forth opposite the caption "Time of Sale Prospectus" in Schedule I hereto, and " **broadly**

available road show ” means a “bona fide electronic road show” as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. The “ **Applicable Time** ” means 11:00 P.M., New York City time, on July 15, 2015 or such other time as agreed by the Partnership and the Manager. As used herein, the terms “ **Registration Statement** ,” “ **Basic Prospectus** ,” “ **preliminary prospectus** ,” “ **Time of Sale Prospectus** ” and “ **Prospectus** ” shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms “ **supplement** ,” “ **amendment** ,” and “ **amend** ” as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or the Prospectus shall include all documents subsequently filed by the Partnership with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “ **Exchange Act** ”), that are deemed to be incorporated by reference therein.

It is understood by the parties hereto that the Partnership has entered into that certain Contribution Agreement (the “ **Contribution Agreement** ”), dated as of July 14, 2015, by and among Susser Holdings Corporation (“ **SHC** ”), ETP Holdco Corporation (“ **ETP Holdco** ”), Heritage Holdings, Inc. (“ **HHI** ” and, together with ETP Holdco, the “ **Contributors** ”), the Partnership, the General Partner (as herein defined), and Energy Transfer Partners, L.P., pursuant to which the Partnership will acquire 100% of the equity interests in SHC (the “ **Acquisition** ”). Pursuant to the terms of the Contribution Agreement, the Partnership will pay to the Contributors at the closing of the Acquisition approximately $966.9 million in cash, subject to certain working capital adjustments, and issue to the Contributors an aggregate of (i) 21,978,980 Class B Units representing limited partner interests in the Partnership (the “ **Class B Units** ”), (ii) 10,939,436 subordinated units representing limited partner interests in the Partnership (the “ **Subordinated Units** ”) and (iii) 79,308 Common Units (collectively, the “ **Unit Consideration** ”). Furthermore, in connection with the Acquisition, the 79,308 Common Units and 10,939,436 Subordinated Units of the Partnership held by SHC immediately prior to the Acquisition will be exchanged or converted, as applicable, into Class A Units representing limited partner interests in the Partnership (the “ **Class A Units** ”), the terms of which will be set forth in Amendment No. 2 (“ **Amendment No. 2** ”) to the First Amended and Restated Agreement of Limited Partnership of the Partnership. The General Partner will enter into Amendment No. 2 at the closing of the Acquisition.

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

(a) *Registration Statement and Prospectuses* . Each of the Registration Statement and any post-effective amendment thereto has become effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the Securities Act, no order preventing or suspending the use of any free writing prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the knowledge of the Partnership, contemplated. The Partnership is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Partnership has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement. The Partnership has complied with each request (if any) from the Commission for additional information.

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

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

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

(c) *Free Writing Prospectuses* . No free writing prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, and any preliminary or other prospectus deemed to be a part thereof that has not been

superseded or modified. The foregoing sentence does not apply to statements in or omissions from any free writing prospectus based upon and in conformity with the Underwriter Information.

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

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

(f) *Financial Statements; Non-GAAP Financial Measures* . The financial statements, together with the related schedules and notes, incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby and on the basis stated therein, as of the dates and for the periods indicated; such financial statements comply as to form with the applicable accounting requirements of Regulation S-X under the Securities Act and have been prepared in conformity with generally accepted accounting principles in the United States (" **GAAP** ") applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The supporting schedules, if any, present fairly in accordance with GAAP the information required to be stated therein. The pro forma financial statements incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus. The pro forma financial statements incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus comply as to form in all material respects with the applicable requirements of Regulation S-X under the Securities Act. All other financial information incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus has been derived from the accounting records of the Partnership and presents fairly the information shown thereby. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus or the Prospectus under the

Securities Act or the Securities Act Regulations or the Exchange Act or the rules and regulations of the Commission under the Exchange Act (the " **Exchange Act Regulations** "). All disclosures contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

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

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

(i) *Formation and Good Standing of Partnership Entities* . Each of the Partnership Entities has been duly formed and is validly existing as a limited partnership, limited liability company or corporation, as the case may be, and is in good standing under the laws of its jurisdiction of organization or incorporation, as the case may be (as set forth on Schedule IV hereto), and has all limited partnership, limited liability company or corporate power and authority, as the case may be, necessary to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus. Each of the Partnership Entities is duly qualified as a foreign limited partnership, limited liability company or corporation, as applicable, to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business (as set forth on Schedule IV hereto), except for any failures to be so qualified or in good standing that would not result in a

Material Adverse Effect. Schedule IV hereto accurately sets forth the jurisdiction of organization and each jurisdiction of foreign qualification for each of the Partnership Entities.

(j) *Ownership of General Partner* . ETP, as the sole member of the General Partner, directly owns 100% of the issued and outstanding membership interests in the General Partner; such membership interests have been duly authorized and validly issued in accordance with the Amended and Restated Limited Liability Agreement of the General Partner, dated as of September 25, 2012, as amended by Amendment No.1 thereto, effective as of October 27, 2014 (the " **GP LLC Agreement** ") and are fully paid (to the extent required by the GP LLC Agreement) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the " **Delaware LLC Act** ")); and ETP owns such membership interests free and clear of all liens, encumbrances, security interests, charges or claims (collectively, " **Liens** ").

(k) *Ownership of the General Partner Interest in the Partnership* . The General Partner is, and after giving effect to the transactions contemplated herein will be, the sole general partner of the Partnership, with a 0.0% non-economic general partner interest in the Partnership (the " **General Partner Interest** "). The General Partner Interest has been duly authorized and validly issued in accordance with the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated September 25, 2012, as amended by Amendment No. 1 thereto, effective as of October 27, 2014 (the " **Partnership Agreement** "); and the General Partner owns the General Partner Interest free and clear of all Liens.

(l) *Ownership of Sponsor Units* . Stripes No. 1009 LLC, a Texas limited liability company (" **Stripes No. 1009** "), owns 5,469,718 Subordinated Units, Stripes LLC, a Texas limited liability company (" **Stripes** "), owns 79,308 Common Units and 5,469,718 Subordinated Units, ETC M-A Acquisition LLC, a Delaware limited liability company (" **ETC M-A** "), owns 3,983,540 Common Units and ETP Retail Holdings, LLC, a Delaware limited liability company (" **ETP Retail** "), owns 795,482 Common Units (such Common Units and Subordinated Units being collectively referred to herein as the " **Sponsor Units** "); the Sponsor Units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required by the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the " **Delaware LP Act** ")); and Stripes No. 1009, Stripes, ETC M-A and ETP Retail own their respective Sponsor Units free and clear of all Liens.

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

(n) *Ownership of Subsidiaries.* The Partnership is the owner of 100% of the issued and outstanding shares of capital stock in Sunoco Finance Corp., a Delaware corporation (" **Finance Corp.** "), and 100% of the issued and outstanding membership interests in Susser Petroleum Operating Company LLC, a Delaware limited liability company (" **Susser Operating** "); Susser Operating is the owner of (i) 31.58% of the issued and outstanding membership interests in Sunoco, LLC, a Delaware limited liability company (" **SLLC** "), and (ii) 100% of the issued and outstanding membership interests in Sunoco Energy Services LLC, a Texas limited liability company, Southside Oil, LLC, a Virginia limited liability company, Aloha Petroleum LLC, a Delaware limited liability company, and Susser Petroleum Property Company LLC, a Delaware limited liability company (" **Propco** "); Propco is the owner of 100% of the issued and outstanding membership interests in Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company (" **MACS** "), and 100% of the issued and outstanding shares of capital stock of Aloha Petroleum, Ltd., a Hawaii corporation (" **Aloha** "); and MACS is the owner of 100% of the issued and outstanding membership interests in MACS Retail LLC, a Virginia limited liability company. Such shares of capital stock and membership interests, as applicable, have been duly authorized and validly issued in accordance with the certificate of incorporation, the certificate of formation, as applicable, of such Subsidiary and bylaws and the limited liability company agreement, as applicable, of such Subsidiary (together, the " **Subsidiary Organizational Documents** ") and are fully paid (to the extent required by the applicable Subsidiary Organizational Documents) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware LLC Act or the equivalent provisions of the statute governing the organization of such Subsidiary in the jurisdiction of such Subsidiary's formation); and the Partnership, Susser Operating, Propco and MACS, as the case may be, owns such shares of capital stock and membership interests, as applicable, free and clear of all Liens, other than Liens created pursuant to the Credit Agreement among the Partnership, as borrower, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent, collateral agent, swing line lender and L/C issuer, dated September 25, 2014, as amended by that certain First Amendment to Credit Agreement and Increase Agreement, dated April 10, 2015 (together with any amendments thereto, the " **Revolving Credit Facility** "). The GP LLC Agreement, the Partnership Agreement and the Subsidiary Organizational Documents are referred to collectively herein as the " **Organizational Agreements** " and each, individually, as an " **Organizational Agreement** ."

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

(p) *No Restrictions on the Subsidiaries* . None of the Subsidiaries is, or at the Closing Date and Option Closing Date, will be prohibited, directly or indirectly, under

any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Partnership, from making any other distribution on such subsidiary's equity securities held directly or indirectly by the Partnership, from repaying to the Partnership any loans or advances to such subsidiary from the Partnership or from transferring any of such subsidiary's properties or assets to the Partnership or any other subsidiary of the Partnership, except as set forth in the Revolving Credit Facility.

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

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

(s) *Authorization of the Contribution Agreement* . The Contribution Agreement was duly authorized, executed and delivered by the Partnership Entities party thereto and constitutes a valid and binding agreement, enforceable against the Partnership Entities party thereto in accordance with its terms; *provided* that the enforceability thereof may be limited by (A) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law) and (B) public policy, any applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(t) *Authorization, Execution, Delivery and Enforceability of Certain Agreements* . Each of the Organizational Agreements of the Partnership and the General Partner have been duly authorized, executed and delivered by the parties thereto and are valid and legally binding agreement of such parties thereto, enforceable against the parties thereto in accordance with their respective terms; *provided* , that, with respect to each such agreement, the enforceability thereof may be limited by (A) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law) and (B) public policy, applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(u) *Authorization of Units* . The Units to be purchased by the Underwriters from the Partnership, and the limited partner interests represented thereby, have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and, when issued and delivered by the Partnership pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued, fully paid (to the extent

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

(v) *Authorization of Acquisition Equity Consideration* . The Unit Consideration and the Class A Units to be issued by the Partnership pursuant to the Contribution Agreement, and the limited partner interests represented thereby, have been duly authorized and, when issued and delivered in accordance with the terms of the Partnership Agreement, as amended by Amendment No. 2, and the Contribution Agreement against consideration therefor as provided therein as, will be fully paid (to the extent required under the Partnership Agreement, as amended by Amendment No. 2) and non-assessable (except as such non-assessability may be affected by Section 17-303, 17-607 or 17-804 of the Delaware LP Act).

(w) *Capitalization* . At the Closing Date, after giving effect to the issuance of the Firm Units and assuming that the Underwriters do not purchase any Additional Units, the issued and outstanding partnership interests of the Partnership will solely consist of 29,894,659 Common Units, 10,939,436 Subordinated Units, the General Partner Interest and the Incentive Distribution Rights (as defined in the Partnership Agreement). All outstanding Common Units, Subordinated Units, the General Partner Interest and the Incentive Distribution Rights, and the limited partner interests or general partner interests, as applicable, represented thereby, have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

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

(y) *No Options, Preemptive Rights, Registration Rights, or Other Rights* . Except as (A) provided in the Amended and Restated Operating Agreement of SLLC, (B) provided to the General Partner in the Partnership Agreement, or (C) described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, there are no options, warrants, preemptive rights, rights of first refusal or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any equity securities of any of the Partnership Entities, in each case pursuant to the certificate of limited partnership or formation, agreement of limited partnership, limited liability company agreement or any other organizational documents (collectively, " **Organizational Documents** ") of any such Partnership Entity or any other agreement or other instrument

to which any such Partnership Entity is a party or by which any such Partnership Entity may be bound. Neither the filing of the Registration Statement nor the offering, issuance or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership.

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

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

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

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

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

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

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

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

(hh) *Environmental Laws* . Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus or would not, singly or in the aggregate, result in a Material Adverse Effect, (A) none of the Partnership Entities is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the Release (defined below) or threatened Release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, " **Hazardous Materials** ") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, " **Environmental Laws** "), (B) the Partnership Entities have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or

threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against any of the Partnership Entities and (D) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting any of the Partnership Entities relating to Hazardous Materials or any Environmental Laws. The term " **Release** " means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment, or in, into from or through any building or structure.

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

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

(kk) *Compliance with ERISA* . (A) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "), for which the Partnership or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code (the " **Code** ")) would have any liability (each, a " **Plan** ") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code, except for any instances of noncompliance that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect; (B) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding

transactions effected pursuant to a statutory or administrative exemption, that would result in a Material Adverse Effect; (C) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, as applicable, has been satisfied (without taking into account any waiver thereof or extension of any amortization period) and is reasonably expected to be satisfied in the future (without taking into account any waiver thereof or extension of any amortization period); (D) the fair market value of the assets of each Plan that is subject to Title IV of ERISA (other than a "multiemployer plan") exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (E) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur that either has resulted, or would result, in a Material Adverse Effect; (F) neither the Partnership nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan," within the meaning of Section 4001(a)(3) of ERISA); and (G) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that would result in a Material Adverse Effect. Neither of the following events has occurred or is reasonably likely to occur: (1) an increase in the aggregate amount of contributions required to be made to all Plans by the Partnership Entities in the Partnership's current fiscal year compared to the amount of such contributions made in the Partnership's most recently completed fiscal year that is expected to result in a Material Adverse Effect; or (2) an increase in the Partnership Entities' "accumulated post-retirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106) compared to the amount of such obligations in the Partnership's most recently completed fiscal year that is expected to result in a Material Adverse Effect.

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

reporting, and (2) the Partnership is not aware of any fraud, whether or not material, that involves management or other employees who have a significant role in the Partnership's internal control over financial reporting.

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

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

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

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

(pp) *Investment Company Act* . None of the Partnership Entities is required, and upon the issuance and sale of the Units as herein contemplated and the application of

the net proceeds therefrom as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, none of the Partnership Entities will be required, to register as an "investment company" under the Investment Company Act of 1940, as amended (the " **Investment Company Act** ").

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

(rr) *Foreign Corrupt Practices Act* . No Partnership Entity nor, to the knowledge of the Partnership, any director, officer, agent, employee, affiliate or other person acting on behalf of or providing services to any Partnership Entity is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the " **FCPA** "), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Partnership Entities and, to the knowledge of the Partnership, their affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

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

(tt) *OFAC* . None of the Partnership Entities nor, to the knowledge of the Partnership, any director, officer, agent, employee, affiliate, representative or other person acting on behalf of or providing services to any Partnership Entity is an individual or entity (" **Person** ") currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council (UNSC), the European Union, Her Majesty's Treasury (HMT), or other relevant sanctions authority (collectively, " **Sanctions** "), nor is any Partnership Entity located, organized or resident in a country or territory that is the subject of Sanctions; and no Partnership Entity will directly or indirectly use the proceeds of the

sale of the Units, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

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

(vv) *No Undisclosed Relationships* . No relationship, direct or indirect, exists between or among any of the Partnership Entities, on the one hand, and the directors, officers, equityholders, customers or suppliers of any of the Partnership Entities, on the other, that is required by the Securities Act to be described in the Registration Statement and the Prospectus and that is not so described in such documents and in the Time of Sale Prospectus.

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

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

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

(zz) *Distribution of Offering Materials* . The Partnership has not distributed and, prior to the later to occur of the Closing Date and the completion of the distribution of the Units, will not distribute any offering material in connection with the offering and sale of the Units other than any preliminary prospectus, the Prospectus, any free writing prospectus to which the Manager has consented in accordance with Section 6, any press release or other announcement permitted by the Securities Act, including Rule 134 or Rule 135 under the Securities Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Underwriters shall have received on the Closing Date opinions of each of Andrews Kurth LLP, outside counsel for the Partnership, Williams, Mullen, Clark & Dobbins, P.C., outside counsel for the Partnership, Richards, Layton & Finger, P.A., outside counsel for the Partnership, and Cades Schutte LLP, as outside counsel for the Partnership, in form and substance satisfactory to counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 hereto, respectively, and to such further effect as counsel to the Underwriters may reasonably request.

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

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

(e) The Manager shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information of the Partnership contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" not more than three business days prior to the Closing Date or such settlement date.

(f) The Manager shall have received from Ernst & Young LLP a customary comfort letter dated the date of this Agreement, the Closing Date and any settlement date, and addressed to the Manager (with executed copies for each of the Underwriters) in the forms satisfactory to the Manager, which letter shall cover, without limitation, the financial statements of SHC as of and for the years ended December 31, 2012, 2013 and 2014, as included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus, the Prospectus and each free writing prospectus filed in accordance with Section 6(c) of this Agreement (each a " **Permitted Free Writing Prospectus** ").

(g) The Manager shall have received from Grant Thornton LLP a customary comfort letter dated the date of this Agreement, the Closing Date and any settlement date, and addressed to the Manager (with executed copies for each of the Underwriters) in the forms satisfactory to the Manager, which letter shall cover, without limitation, the financial statements of (i) the Partnership as of and for the three months ended March 31, 2015, (ii) MACS as of December 31, 2013 and for the period from October 3, 2013 to December 31, 2013, (iii) MACS Holdings, LLC for the period from January 1, 2013 to October 2, 2013 and (iv) SHC as of and for the three months ended March 31, 2015, as included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus, the Prospectus and each Permitted Free Writing Prospectus.

(h) The Manager shall have received from PricewaterhouseCoopers LLP a customary comfort letter dated the date of this Agreement, the Closing Date and any settlement date, and addressed to the Manager (with executed copies for each of the Underwriters) in the forms satisfactory to the Manager, which letter shall cover, without limitation, the financial statements of MACS for the years ended December 31, 2011 and 2012, as included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus, the Prospectus and each Permitted Free Writing Prospectus.

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

(j) The Manager shall have received from Grant Thornton LLP a customary comfort letter dated the date of this Agreement, the Closing Date and any settlement date, and addressed to the Manager (with executed copies for each of the Underwriters) in the forms satisfactory to the Manager, which letter shall cover, without limitation, the financial statements of SLLC, as of and for the years ended December 31, 2013 and 2014, and the unaudited pro forma balance sheet and statement of operations of the Partnership as of and for the year ended December 31, 2014 and the three months ended March 31, 2015, as included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus, the Prospectus and each Permitted Free Writing Prospectus.

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

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

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

(ii) opinions of Andrews Kurth LLP, outside counsel for the Partnership, Williams, Mullen, Clark & Dobbins, P.C., outside counsel for the Partnership, Richards, Layton and Finger, P.A., outside counsel for the Partnership, and Cades Schutte LLP, outside counsel for the Partnership, dated the Option Closing Date, relating to the Additional Units to be purchased on such Option Closing Date and otherwise to the same effect as the opinions required by Section 5(c) hereof;

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

(iv) a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, independent public

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

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

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

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

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

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

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

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

(a) To furnish to you, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

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

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

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

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

(f) If, during such period after the first date of the public offering of the Units as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law,

forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Partnership) to which Units may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

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

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

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

the prior approval of the Partnership, travel and lodging expenses of the representatives and officers of the Partnership, and 50.0% of the cost of any aircraft chartered in connection with the road show, (ix) the document production charges and expenses associated with printing this Agreement and (x) all other costs and expenses incident to the performance of the obligations of the Partnership hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section 6, Section 8 entitled "Indemnification" and Section 9 entitled "Contribution" and the last paragraph of Section 11 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable on resale of any of the Units by them and any advertising expenses connected with any offers they may make.

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

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

The Partnership also covenants with each Underwriter that, without the prior written consent of the Manager, it will not, during the restricted period set forth in Schedule I hereto (the " **Restricted Period** "), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Units or any securities convertible into or exercisable or exchangeable for Common Units or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Units or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any Common Units or any securities convertible into or exercisable or exchangeable for Common Units (except for the filing of a registration statement on Form S-8 to register Common Units under existing employee benefit or equity compensation plans or a registration statement on Form S-3 to register Common Units or other Partnership securities, *provided* that the Partnership shall not issue any Common Units thereunder until expiration of the Restricted Period). The foregoing sentence shall not apply to (a) the Units to be sold hereunder, (b) the issuance by the Partnership of Common Units upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof of which the Underwriters have been advised in writing, (c) the issuance of Common Units or options to purchase Common Units granted pursuant to an existing employee benefit or equity compensation plans, (d) the deemed issuance of Common Units under Section 16 of the Exchange Act upon the cash settlement of phantom units or unit appreciation rights outstanding as of the date of this Agreement, (e) the

issuance of any equity interest in connection with the transactions contemplated by the Contribution Agreement or (f) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Units, *provided* that (i) such plan does not provide for the transfer of Common Units during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Partnership regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Units may be made under such plan during the Restricted Period.

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

8. *Indemnification* .

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

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

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

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

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

(b) *Indemnification of the Partnership* . Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Partnership, each director and officer of the General Partner who signed the Registration Statement, and each person, if any, who controls the Partnership within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in Section 8(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Time of Sale Prospectus or the Prospectus (or any supplement thereto) in reliance upon and in conformity with the Underwriter Information.

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

(d) *Settlement Without Consent if Failure to Reimburse* . The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified

party against any loss, claim, damage, liability or expense by reason of such settlement or judgment; *provided* , *however* , that if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by this Section 8, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement and (iii) such indemnified party shall have given the indemnifying party at least 60 days prior notice of its intention to settle. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity or contribution was or could have been sought under this Section 8 or Section 9 hereof by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include any statements as to, any findings or admission of fault, culpability or failure to act by or on behalf of any indemnified party.

9. *Contribution* .

(a) If the indemnification provided for in Section 8 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other hand, from the offering of the Units pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Units pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Units pursuant to this Agreement (before deducting expenses) received by the Partnership, on the one hand, and the total underwriting discount received by the Underwriters, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Units as set forth on the cover of the Prospectus. The relative fault of the Partnership, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Partnership or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(b) The Partnership and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in Section 9(a) hereof. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to in Section 9(a) hereof shall be deemed to include any legal counsel expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the underwriting commissions received by such Underwriter in connection with the Common Units underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

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

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

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

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Units that it has or they have agreed to purchase hereunder on such date, and the aggregate number of Units, which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Units to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Units set forth opposite their respective names in Schedule II bears to the aggregate number of Firm Units set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Common Units which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the number of Common Units that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 11 by an amount in excess of one-ninth of such number of Common Units without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Units and the aggregate number of Firm Units with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Units to be purchased on such date, and arrangements satisfactory to you and the Partnership for the purchase of such Firm Units are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Partnership. In any such case either you or the Partnership shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Units and the aggregate number of Additional Units with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Units to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Units to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Units that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

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

12. *Entire Agreement* .

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

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

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

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

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

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

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

Very truly yours,

SUNOCO LP

By: Sunoco GP LLC,
its general partner

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

[Signature Page to Underwriting Agreement]

Accepted as of the date hereof

M ORGAN S TANLEY & C O . LLC

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

By: Morgan Stanley & Co. LLC

By: /s/ Trevor Heinzinger
Authorized Representative

[Signature Page to Underwriting Agreement]

SCHEDULE I

Manager:	Morgan Stanley & Co. LLC
Registration Statement File No.:	333-203965
Time of Sale Prospectus	1. Prospectus dated May 7, 2015 relating to the Shelf Securities 2. The preliminary prospectus supplement dated July 15, 2015 relating to the Units 3. Free Writing Prospectus dated July 15, 2015 4. Price to Public: $40.10 5. Number of Firm Units: 5,500,000 6. Number of Additional Units: 825,000
Lock-up Restricted Period:	40 days
Title of Units to be purchased:	Common Units Representing Limited Partner Interests of Sunoco LP
Number of Firm Units	5,500,000
Number of Additional Units	825,000
Purchase Price to Underwriters pursuant to Section 2 of this Agreement:	$38.8970 per unit
Selling Concession:	$0.7218 per unit
Closing Date and Time:	July 21, 2015 10:00 a.m. Houston time
Address for Notices to the Underwriters:	Morgan Stanley & Co. LLC 1585 Broadway New York, New York 10036 Attention: Equity Syndicate Desk, with a copy, in the case of any notice pursuant to Section 8(c), to the Legal Department
Address for Notices to the Partnership:	Sunoco GP LLC 1735 Market Street, 13th Floor Philadelphia, PA 19103 Attention: Associate General Counsel

SCHEDULE II

Underwriters	Number of Firm Units
Morgan Stanley & Co. LLC	852,500
Merrill Lynch, Pierce, Fenner & Smith Incorporated	440,000
UBS Securities LLC	440,000
Wells Fargo Securities, LLC	440,000
Citigroup Global Markets Inc.	357,500
Credit Suisse Securities (USA) Inc.	357,500
Deutsche Bank Securities Inc.	357,500
Goldman, Sachs & Co.	357,500
Jefferies LLC	357,500
J.P. Morgan Securities LLC	357,500
Raymond James & Associates, Inc.	357,500
RBC Capital Markets, LLC	357,500
Robert W. Baird & Co. Incorporated	357,500
Ladenburg Thalmann & Co. Inc.	110,000
Total	5,500,000

SCHEDULE III

SUBSIDIARIES

- Sunoco Finance Corp., a Delaware corporation
- Sunoco, LLC, a Delaware limited liability company
- Susser Petroleum Operating Company LLC, a Delaware limited liability company
- Susser Petroleum Property Company LLC, a Delaware limited liability company
- Sunoco Energy Services LLC, a Texas limited liability company
- Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company
- Southside Oil, LLC, a Virginia limited liability company
- MACS Retail LLC, a Virginia limited liability company
- Aloha Petroleum, Ltd., a Hawaii corporation
- Aloha Petroleum LLC, a Delaware limited liability company

SCHEDULE IV

LIST OF JURISDICTIONS OF ORGANIZATION AND FOREIGN QUALIFICATION

Entity	Jurisdiction of Organization	Jurisdiction(s) of Foreign Qualification
Sunoco LP	Delaware	Texas
Sunoco GP LLC	Delaware	Texas
Sunoco Finance Corp.	Delaware	None
Sunoco, LLC	Delaware	Alabama Arizona Arkansas California Colorado Connecticut Florida Georgia Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington Washington, D.C. West Virginia Wisconsin Wyoming
Susser Petroleum Operating Company LLC	Delaware	Arkansas Hawaii Kansas Louisiana New Mexico Oklahoma Texas
Susser Petroleum Property Company LLC	Delaware	Texas
Sunoco Energy Services LLC	Texas	Arkansas Kansas New Mexico Oklahoma
Mid-Atlantic Convenience Stores, LLC	Delaware	Maryland Virginia
Southside Oil, LLC	Virginia	Delaware Georgia Kentucky Maryland New Jersey Pennsylvania Tennessee West Virginia
MACS Retail LLC	Virginia	Georgia Tennessee
Aloha Petroleum, Ltd.	Hawaii	None
Aloha Petroleum LLC	Delaware	None

EXHIBIT A-1

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

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

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

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

(a) the registration statement on Form S-3 (File No. 333-203965) relating to securities to be issued by the Issuer from time to time, including the Securities, filed by the Issuer, under the Securities Act of 1933, as amended (the " Securities Act "), with the U.S. Securities and Exchange Commission (the " SEC ") on May 7, 2015, and including the base prospectus included in such registration statement (the " Base Prospectus ") and the other information set forth in the Incorporated Documents (as defined below) and incorporated by reference in such registration statement and therefore deemed to be a part thereof (such registration statement, at the time it became effective and including the Base Prospectus and such other information incorporated by reference in such registration statement, being referred to herein as the " Registration Statement ");

(b) the preliminary prospectus supplement dated July [●], 2015, relating to the Securities, in the form filed with the SEC pursuant to Rule 424(b) of the General Rules and Regulations (the " Rules and Regulations ") under the Securities Act (such preliminary prospectus supplement, together with the Base Prospectus, being referred to herein as the " Preliminary Prospectus ");

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

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

(e) the Underwriting Agreement;

(f) the Certificate of Formation of Sunoco GP LLC, a Delaware limited liability company and the general partner of the Issuer (the " General Partner "), certified by the Secretary of State of the State of Delaware on July [ ], 2015, and certified by the Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " GP Certificate of Formation ");

(g) the Amended and Restated Limited Liability Company Agreement of the General Partner, dated as of September 25, 2012, as amended by Amendment No.1 thereto, effective as of October 27, 2014, certified by the Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " GP LLC Agreement ");

(h) the Certificate of Limited Partnership of the Issuer, certified by the Secretary of State of the State of Delaware on July [ ], 2015, and certified by the Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " Issuer's Certificate of Limited Partnership ");

(i) the First Amended and Restated Agreement of Limited Partnership of the Issuer, dated as of September 25, 2012, as amended by Amendment No.1 thereto, effective as of October 27, 2014, certified by the Secretary of the General Partner as in effect on each of the dates of the adoption of the resolutions specified in paragraph (j) below, the date of the Underwriting Agreement and the date hereof (the " Partnership Agreement ");

(j) resolutions of the Board of Directors of the General Partner dated March 31, 2015, July [ ], 2015, and resolutions of the Pricing Committee of the Board of Directors of the General Partner dated July [ ], 2015, certified by the Secretary of the General Partner;

(k) the Certificate of Formation of Susser Petroleum Operating Company LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer (" Susser Operating "), certified by the Secretary of State of the State of Delaware on July [ ], 2015, and certified by the Secretary of Susser Operating, as in effect on the date hereof;

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

(m) the Certificate of Formation of Susser Petroleum Property Company LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer (" PropCo "), certified by the Secretary of State of the State of Delaware on July [ ], 2015, and certified by the Secretary of PropCo, as in effect on the date hereof;

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

(o) the Certificate of Formation of Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company (" MACS "), certified by the Secretary of State of the State of Delaware on July [ ], 2015, and certified by the Secretary of MACS as in effect on the date hereof;

(p) the Limited Liability Company Agreement of MACS, certified by the Secretary of MACS as in effect on the date hereof;

(q) the Certificate of Formation of Sunoco Energy Services LLC, a Texas limited liability company and wholly owned subsidiary of the Issuer (" Sunoco Energy "), certified by the Secretary of State of the State of Texas on July [ ], 2015, and certified by the Secretary of Sunoco Energy as in effect on the date hereof;

(r) the Limited Liability Company Agreement of Sunoco Energy, certified by the Secretary of Sunoco Energy as in effect on the date hereof;

(s) the Certificate of Formation of Sunoco LLC, a Delaware limited liability company and a subsidiary of the Issuer (" Sunoco LLC "), certified by the Secretary of State of the State of Delaware on July [ ], 2015, and certified by the Secretary of Sunoco LLC, as in effect on the date hereof;

(t) the Amended and Restated Operating Agreement of Sunoco LLC, certified by the Secretary of Sunoco LLC as in effect on the date hereof;

(u) the Certificate of Formation of Aloha Petroleum LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer (" Aloha "), certified by the Secretary of State of the State of Delaware on July [ ], 2015, and certified by the Secretary of Aloha, as in effect on the date hereof;

(v) the Operating Agreement of Aloha, certified by the Secretary of Aloha as in effect on the date hereof;

(w) certificates from the Secretary of State of the State of Delaware dated July [ ], 2015 as to the good standing and legal existence under the laws of the State of Delaware of the General Partner, the Issuer, Susser Operating, PropCo, MACS, Sunoco LLC and Aloha;

(x) (i) a certificate from the Secretary of State of the State of Texas dated July [ ], 2015 as to the legal existence under the laws of the State of Texas of Sunoco Energy, and (ii) a statement dated as of July [ ], 2015 as to the franchise tax account status of Sunoco Energy, obtained through the website of the Office of the Comptroller of Public Accounts of the State of Texas;

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

(z) results of uniform commercial code searches dated [●], 2015 conducted by Capitol Services, Inc. and purporting to identify all effective uniform commercial code financing statements on file in the office of the Secretary of State of the State of Delaware through [●], 2015 naming Energy Transfer Partners, L.P., a Delaware limited partnership (" ETP "), ETC M-A

Acquisition LLC, a Delaware limited liability company (" ETC M-A "), ETP Retail Holdings, LLC, a Delaware limited liability company (" ETP Retail "), the General Partner or the Issuer as debtor (the " DE Search Results ");

(aa) results of uniform commercial code searches dated [●], 2015 purporting to identify all effective uniform commercial code financing statements on file in the office of the Secretary of State of the State of Texas through [●], 2015 naming Stripes No. 1009 or Stripes as debtor (the " TX Search Results " and, together with the DE Search Results, the " Lien Search Results "); [and]

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

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

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

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

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

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

[1] Delete if the Opinion Support Certificate establishes that there are no Applicable Orders.

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

" Disclosure Package " means the information, considered together, comprised of (i) the disclosure set forth in the Preliminary Prospectus and (ii) the information [regarding the public offering price and the number of Common Units being offered] set forth in [Schedule I] of the Underwriting Agreement.

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

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

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

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

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

4. As of the date hereof, immediately after giving effect to the consummation of the issuance and sale of the Firm Securities to the Underwriters in accordance with the Underwriting Agreement occurring today, (a) the issued and outstanding limited partner interests in the Issuer will consist of 29,894,659 Common Units, 10,939,436 subordinated units and the Incentive Distribution Rights (as defined in the Partnership Agreement), and (b) the issued and outstanding Sponsor Units and the Incentive Distribution Rights have been duly authorized and validly issued and ETP, Stripes No. 1009 LLC (" Stripes No. 1009 "), Stripes LLC (" Stripes "), ETC M-A and ETP Retail have no obligation, solely by reason of their ownership of such Sponsor Units

and the Incentive Distribution Rights, as applicable, to make any contributions to the Issuer or any further payments for their ownership of Sponsor Units and the Incentive Distribution Rights, as applicable, and have no personal liability, solely by reason of their ownership of Sponsor Units and the Incentive Distribution Rights, as applicable, to creditors of the Issuer for any of its debts, liabilities or other obligations. ETP owns the Incentive Distribution Rights, and Stripes No. 1009, Stripes, ETC M-A and ETP Retail own their respective Sponsor Units, in each case, free and clear of all liens, encumbrances, security interests, charges or claims (collectively, " Liens ") in respect of which (i) a financing statement naming ETP, ETC M-A or ETP Retail as a debtor is on file as of [●], 2015 in the office of the Secretary of State of the State of Delaware, other than, with respect to such Incentive Distribution Rights held by ETP, the Liens described in [***Insert description of financing statements***] (the " ETP Financing Statements ") or (ii) a financing statement naming Stripes No. 1009 or Stripes as a debtor is on file as of [●], 2015 in the office of the Secretary of State of the State of Texas.

5. ETP is the sole member of the General Partner and directly owns 100% of the member interests in the General Partner, and such member interests have been duly authorized and validly issued in accordance with the GP LLC Agreement and are fully paid (to the extent required by the GP LLC Agreement) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the " Delaware LLC Act "). ETP owns such member interests free and clear of all Liens in respect of which a financing statement naming ETP as a debtor is on file as of [●], 2015 in the office of the Secretary of State of the State of Delaware, other than the Liens described in ETP Financing Statements.

6. The General Partner is the sole general partner of the Issuer with a non-economic general partner interest in the Issuer, and such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement. The General Partner owns such general partner interest free and clear of all Liens in respect of which a financing statement naming the General Partner as a debtor is on file as of [●], 2015 in the office of the Secretary of State of the State of Delaware.

7. The Issuer is the sole member of Susser Operating and directly owns 100% of the membership interests in Susser Operating, and such membership interests have been duly authorized and validly issued in accordance with the Limited Liability Company Agreement of Susser Operating and are fully paid (to the extent required by the Limited Liability Company Agreement of Susser Operating) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware LLC Act). The Issuer owns such membership interests free and clear of all Liens in respect of which a financing statement naming the Issuer as debtor is on file as of [●], 2015 in the office of the Secretary of State of the State of Delaware, other than the Liens described in [***Insert description of financing statements***].

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

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

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

11. When delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, the Firm Securities will be validly issued, and purchasers of the Firm Units will have no obligation, solely by reason of their ownership of such Common Units, to make any contributions to the Issuer or any further payments for their purchase of such Common Units, and such purchasers will have no personal liability, solely by reason of their ownership of such Common Units, to creditors of the Issuer for any of its debts, liabilities or other obligations.

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

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

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

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

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

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

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

In addition, we have participated in conferences with officers and other representatives of the General Partner and the Issuer, the independent registered public accounting firm for the Issuer, your counsel and your representatives at which the contents of the Registration Statement, the Disclosure Package and the Prospectus and related matters were discussed and, although we have not independently verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus (except as and to the extent set forth in paragraphs 16 and 17 above), on the basis of the foregoing (relying with respect to factual matters to the extent we deem appropriate upon statements by officers and other representatives of the General Partner), (a) we confirm to you that, in our opinion, each of the Registration Statement, as of its most recent effective date, the Preliminary Prospectus, as of its date, and the Prospectus, as of its date, appeared on its face to be appropriately responsive in all material respects to the requirements of the Securities Act and the Rules and Regulations (except that we express no statement or belief as to Regulation S-T), (b) we have not become aware of any documents that are required to be filed as exhibits to the Registration Statement and are not so filed or of any documents that are required to be summarized in the Preliminary Prospectus or the Prospectus, and are not so summarized and (c) furthermore, no facts have come to our attention that have led us to believe that (i) the Registration Statement, at the time it became effective and as of its most recent effective date, insofar as relating to the offering of the Firm Securities, contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Disclosure Package, as of [:] [a.m./p.m] on July [ ], 2015 (which you have informed us is a time prior to the time of the first sale of the Firm Securities by any Underwriter), insofar as relating to the offering of the Firm Securities, contained an untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iii) the Prospectus, as of its date and as of the date hereof, insofar as relating to the offering of the Firm Securities, contained or contains an untrue statement of a material fact or omitted or omits to state any

material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, it being understood that we express no opinion, statement or belief in this letter with respect to (A) the historical and pro forma financial statements and related schedules, including the notes and schedules thereto and the auditor's report thereon, (B) any other financial or accounting data, included or incorporated or deemed incorporated by reference in, or excluded from, the Registration Statement, the Prospectus or the Disclosure Package and (C) representations and warranties and other statements of fact included in the exhibits to the Registration Statement or Incorporated Documents.

Furthermore, we advise you that the Registration Statement became effective upon filing under Rule 462(e) under Securities Act. In addition, based solely on our review of the information made available by the SEC at http://www.sec.gov/litigation/stoporders.shtml, we confirm that the SEC has not issued any stop order suspending the effectiveness of the Registration Statement. To our knowledge, based solely on our participation in the conferences mentioned above regarding the Registration Statement, no proceedings for that purpose are pending or have been instituted or threatened by the SEC.

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

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

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

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

(iii) In making our examination of executed documents, we have assumed (except to the extent that we expressly opine above) (1) the valid existence and good standing of each of the parties thereto, (2) that such parties had the power and authority, corporate, partnership, limited

liability company or other, to enter into and to incur and perform all their obligations thereunder, (3) the due authorization by all requisite action, corporate, partnership, limited liability company or other, and the due execution and delivery by such parties of such documents and (4) to the extent such documents purport to constitute agreements, that each of such documents constitutes the legal, valid and binding obligation of each party thereto, enforceable against such party in accordance with its terms. In this paragraph (iii), all references to parties to documents shall be deemed to mean and include each of such parties, and each other person (if any) directly or indirectly acting on its behalf.

(iv) With respect to the opinions expressed in the second sentences of each of paragraphs 4, 5, 6 and 7 above, we have relied solely on the Lien Search Results, and we have assumed the completeness and accuracy of the Lien Search Results and that the methodology utilized in generating the Lien Search Results was effective to disclose all effective uniform commercial code financing statements naming any of ETP, ETC M-A, ETP Retail, the General Partner, the Issuer, Stripes No. 1009 or Stripes as debtor. Furthermore, we have assumed that any uniform commercial code financing statement filed in the office of the Secretary of State of the State of Delaware naming any of ETP, ETC M-A, ETP Retail, the General Partner or the Issuer as debtor or any uniform commercial code financing statement filed in the office of the Secretary of State of the State of Texas naming Stripes No. 1009 or Stripes as debtor would have been properly filed and indexed in the records of the Secretaries of State of the States of Delaware and Texas, respectively. We wish to point out that the DE Search Results purport to disclose all effective uniform commercial code financing statements only through [●], 2015 and the TX Search Results purport to disclose all effective uniform commercial code financing statements only through [●], 2015, and our opinions referred to in the first sentence of this paragraph (iv) are as of that date only.

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

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

EXHIBIT A-2

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

We have acted as outside Virginia counsel for Sunoco LP (the "Partnership") in connection with certain limited liability company matters related to the following affiliates of the Partnership: (i) Southside Oil LLC, a Virginia limited liability company ("Southside"), and (ii) MACS Retail LLC, a Virginia limited liability company ("MACS Retail"). The relationships of Southside and MACS Retail to the Partnership are described in Section 1(n) of that certain Underwriting Agreement, dated July , 2015, between the Partnership, the Partnership's sole general partner, Sunoco GP LLC, and you (the "Underwriting Agreement"). This opinion letter is provided to you at the request of the Partnership pursuant to Section 5(c) of the Underwriting Agreement.

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

(i) The Underwriting Agreement;

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

(iii) Two Certificates of Fact, each dated July [●], 2015, issued by the Virginia State Corporation Commission (the "SCC") as to Southside and MACS Retail, respectively;

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

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

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

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

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

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

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

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

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

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

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

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

1. Each of Southside and MACS Retail is a validly existing limited liability company under the laws of the Commonwealth of Virginia.

2. Each of Southside and MACS Retail has the power and authority under its Articles of Organization and Operating Agreement, and under the Virginia Limited Liability Company Act, Virginia Code §§13.1-1000 *et seq* ., to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus (each as defined in the Underwriting Agreement).

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

a. Our opinions are based solely upon applicable federal law and the laws of the Commonwealth of Virginia (without giving effect to Virginia's principles of conflicts of law), and we express no opinion based upon the laws of any other state. This opinion letter does not address, and expressly excludes, any consideration of (i) local laws (e.g. laws of cities, counties, towns, and other political subdivisions and districts), (ii) securities laws, (iii) antitrust and unfair competition laws, (iv) tax laws, (v) labor laws, (vi) pension and employee benefit laws, (vii) intellectual property laws, (viii) health and safety laws, (ix) subdivision, zoning, environmental, and land use laws, (x) criminal laws, including,

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

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

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

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

e. We have not been asked to, and we do not, provide any Rule 10b-5 opinion or negative assurance with respect to any statements made in the Registration Statement or the Prospectus (each as defined in the Underwriting Agreement) or in any documents, certificates or disclosures incorporated by reference therein.

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

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

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

EXHIBIT A-3

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

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

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

(a) The First Amended and Restated Agreement of Limited Partnership of Sunoco LP, a Delaware limited partnership (the "Partnership"), dated as of September 25, 2012, among the General Partner, as the general partner of the Partnership, Susser Holdings Corporation, a Delaware corporation, in its capacity as the Organizational Limited Partner (as defined therein), and the other Persons (as defined therein) who become Partners (as defined therein) in the Partnership or parties thereto as provided therein, as amended by the Purchase and Sale Agreement, dated as of September 19, 2014 (the "Purchase Agreement"), between Susser Holdings Corporation and Energy Transfer Partners, L.P. ("ETP"), as further amended by Amendment No. 1 thereto, dated October 27, 2014, by the General Partner (as so amended, the "Partnership Agreement"); and

(b) The Amended and Restated Limited Liability Company Agreement of the General Partner, dated as of September 25, 2012, entered into by Susser Holdings Corporation, a Delaware corporation, as the sole member, as amended by the Purchase Agreement, as further amended by Amendment No. 1 thereto, dated October 27, 2014, by ETP (as so amended, the "General Partner Agreement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A-4

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

We have acted as special counsel to Aloha Petroleum, Ltd., a Hawaii corporation (" Aloha "), in connection with the Underwriting Agreement dated [●], 2015 (the " Underwriting Agreement "), among (i) Sunoco LP, a Delaware limited partnership (the " Issuer "), and (ii) Morgan Stanley & Co. LLC, as representative of the several underwriters named therein as set forth in the attached Schedule I (the " Underwriters "), relating to the sale by the Issuer to the Underwriters of [●] common units (the " Firm Securities ") representing limited partner interests in the Issuer (" Common Units "). Pursuant to the Underwriting Agreement, the Issuer has granted an option to the Underwriters to purchase up to an additional [●] Common Units (the " Option Securities "). The Firm Securities and the Option Securities are collectively referred to herein as the " Securities ." This letter is being delivered to you at the request of the Issuer and Aloha pursuant to Section 5(c) of the Underwriting Agreement.

We note that various issues relating to the Underwriting Agreement are addressed in the opinions of Andrews Kurth LLP, Williams, Mullen, Clark & Dobbins, P.C., and Richards, Layton & Finger, PA, which have been separately provided to you. We express no opinion with respect to those matters herein.

In connection with this opinion letter, we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of the following:

(i) the Underwriting Agreement;

(ii) the registration statement on Form S-3 (File No. 333-203965) relating to securities to be issued by the Issuer from time to time, including the Securities, filed by the Issuer, under the Securities Act of 1933, as amended (the " Securities Act "), with the U.S. Securities and Exchange Commission (the " SEC ") on May 7, 2015, and including the base prospectus included in such registration statement (the " Base Prospectus ") and the other information set forth in the Incorporated Documents (as defined below) and incorporated by reference in such registration statement and therefore deemed to be a part thereof (such registration statement, as so amended at the time it became effective and including the Base Prospectus and such other information incorporated by reference in such registration statement, being referred to herein as the " Registration Statement ");

(iii) the preliminary prospectus supplement dated July [●], 2015, relating to the Securities, in the form filed with the SEC pursuant to Rule 424(b) of the General Rules and Regulations (the " Rules and Regulations ") under the Securities Act (such preliminary prospectus supplement, together with the Base Prospectus, being referred to herein as the " Preliminary Prospectus ");

(iv) the prospectus supplement dated July [●], 2015, relating to the Securities, in the form filed with the SEC pursuant to Rule 424(b) of the Rules and Regulations (such prospectus supplement, together with the Base Prospectus, being referred to herein as the " Prospectus ");

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

(vi) the entire corporate file excluding corporate reports of Aloha certified by the Director of Commerce and Consumer Affairs of the State of Hawaii (the " Director ") and dated [●], 2015;

(vii) the Bylaws of Aloha dated January 27, 1977;

(viii) a Certificate of Good Standing of Aloha, issued by the Director and dated [●], 2015; and

(ix) one or more certificates of officers or other representatives of Aloha.

We have not independently verified any factual matters certified to us. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of Aloha and such agreements, certificates of public officials, certificates of officers or other representatives of Aloha and others, and such other documents, certificates and records, as we have deemed necessary or appropriate as a basis for the opinions set forth herein. In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as certified or photostatic copies.

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

1. Aloha is a validly existing corporation under the laws of the State of Hawaii.

2. Aloha has the corporate power and authority under its Articles of Incorporation and Bylaws, and under applicable corporate law, to own, lease, and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus.

The opinions expressed herein are limited solely to the laws of the State of Hawaii.

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

EXHIBIT B

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

July [●], 2015

Morgan Stanley & Co. LLC
As Representative of the several Underwriters

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

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

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

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

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

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

Signature Page Follows

Very truly yours,

_____

(Name)

_____

(Address)

Exhibit 1.2

Execution Version

PURCHASE AGREEMENT

July 15, 2015

C REDIT S UISSE S ECURITIES (USA) LLC,
As Representative of the Several Initial Purchasers,
Eleven Madison Avenue,
New York, N.Y. 10010-3629

Ladies and Gentlemen:

Introductory . Sunoco LP, a limited partnership organized under the laws of the State of Delaware (" **Sunoco** "), and Sunoco Finance Corp., a corporation organized under the laws of the State of Delaware (" **Finance Corp.** " and, together with Sunoco, the " **Issuers** "), propose to issue and sell to the several Initial Purchasers named in Schedule A (the " **Initial Purchasers** "), acting severally and not jointly, the respective amounts set forth in such Schedule A hereto of $600,000,000 aggregate principal amount of the Issuers' 5.500% Senior Notes due 2020 (the " **Notes** "). Credit Suisse Securities (USA) LLC has agreed to act as the representative of the several Initial Purchasers (the " **Representative** ") in connection with the offering and sale of the Notes.

The Securities (as defined below) will be issued pursuant to an indenture, to be dated as of July 20, 2015 (the " **Indenture** "), among the Issuers, the Guarantors (as defined below) and U.S. Bank National Association, as trustee (the " **Trustee** "). The Notes will be issued only in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the " **Depositary** "), pursuant to a letter of representations to be dated on or before the Closing Date (as defined in Section 2 hereof) (the " **DTC Agreement** "), among the Issuers, the Trustee and the Depositary.

The holders of the Notes will be entitled to the benefits of a registration rights agreement, to be dated as of July 20, 2015 (the " **Registration Rights Agreement** "), among the Issuers, the Guarantors and the Representative, on behalf of itself and the other Initial Purchasers, pursuant to which the Issuers will be required to file with the Commission (as defined below), under the circumstances set forth therein, (i) a registration statement under the Securities Act (as defined below) relating to another series of debt securities of the Issuers with terms substantially identical to the Notes (the " **Exchange Notes** ") to be offered in exchange for the Notes (the " **Exchange Offer** ") and (ii) a shelf registration statement pursuant to Rule 415 of the Securities Act relating to the resale by certain holders of the Notes, and in each case, to use its best efforts to cause such registration statements to be declared effective. All references herein to the Exchange Notes and the Exchange Offer are only applicable if the Issuers and the Guarantors are in fact required to consummate the Exchange Offer pursuant to the terms of the Registration Rights Agreement.

The payment of principal of, premium, if any, and interest on the Notes will be fully and unconditionally guaranteed on a senior unsecured basis, jointly and severally by (i) the entities listed on the signature pages hereof as "Guarantors" and (ii) any subsidiary of Sunoco formed or acquired after the Closing Date that executes an additional guarantee in accordance with the

terms of the Indenture, and their respective successors and assigns (collectively, the " **Guarantors** "), pursuant to their guarantees (the " **Guarantees** "). The Notes and the Guarantees attached thereto are herein collectively referred to as the " **Securities** "; and the Exchange Notes and the Guarantees attached thereto are herein collectively referred to as the " **Exchange Securities** ."

It is understood by the parties hereto that Sunoco has entered into that certain Contribution Agreement (the " **Contribution Agreement** "), dated as of July 14, 2015, by and among Susser Holdings Corporation (" **SHC** "), ETP Holdco Corporation (" **ETP Holdco** "), Heritage Holdings, Inc. (" **HHI** " and, together with ETP Holdco, the " **Contributors** "), Sunoco, the General Partner (as herein defined), and Energy Transfer Partners, L.P., pursuant to which Sunoco will acquire 100% of the equity interests in SHC (the " **Acquisition** "). Pursuant to the terms of the Contribution Agreement, Sunoco will pay to the Contributors at the closing of the Acquisition approximately $966.9 million in cash, subject to certain working capital adjustments, and issue to the Contributors an aggregate of (i) 21,978,980 Class B Units representing limited partner interests in the Partnership (the " **Class B Units** "), (ii) 10,939,436 subordinated units representing limited partner interests in the Partnership (the " **Subordinated Units** ") and (iii) 79,308 Common Units (collectively, the " **Unit Consideration** "). Furthermore, in connection with the Acquisition, the 79,308 Common Units and 10,939,436 Subordinated Units of Sunoco held by SHC immediately prior to the Acquisition will be converted on a one-for-one basis into Class A Units representing limited partner interests in Sunoco (the " **Class A Units** "), the terms of which will be set forth in Amendment No. 2 (" **Amendment No. 2** ") to the First Amended and Restated Agreement of Limited Partnership of Sunoco. The General Partner will enter into Amendment No. 2 at the closing of the Acquisition.

The Contribution Agreement, Amendment No. 2, this Agreement, the Registration Rights Agreement, the DTC Agreement, the Securities, the Exchange Securities and the Indenture are referred to herein as the " **Transaction Documents** ." The issuance and sale of the Notes, the issuance of the Guarantees, the Acquisition, the issuance of the Class B Units, the issuance of the Common Units, the issuance of the Subordinated Units, the issuance of the Class A Units, the application of the proceeds from the sale of the Securities as described in the Pricing Disclosure Package (as defined below) and the payment of transaction costs are referred to herein collectively as the " **Transactions** ."

The Issuers understand that the Initial Purchasers propose to make an offering of the Securities on the terms and in the manner set forth herein and in the Pricing Disclosure Package (as defined below) and agree that the Initial Purchasers may resell, subject to the conditions set forth herein, all or a portion of the Securities to purchasers (the " **Subsequent Purchasers** ") on the terms set forth in the Pricing Disclosure Package (the first time when sales of the Securities are made is referred to as the " **Time of Sale** "). The Securities are to be offered and sold to or through the Initial Purchasers without being registered with the Securities and Exchange Commission (the " **Commission** ") under the Securities Act of 1933 (as amended, the " **Securities Act** ," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder), in reliance upon exemptions therefrom. Pursuant to the terms of the Securities and the Indenture, investors who acquire Securities shall be deemed to have agreed that Securities may only be resold or otherwise transferred, after the date hereof, if such Securities are registered for sale under the Securities Act or if an exemption from the registration

requirements of the Securities Act is available (including the exemptions afforded by Rule 144A under the Securities Act (" **Rule 144A** ") or Regulation S under the Securities Act (" **Regulation S** ")).

The Issuers have prepared and delivered to each Initial Purchaser copies of a Preliminary Offering Memorandum, dated July 15, 2015 (the " **Preliminary Offering Memorandum** "), and have prepared and delivered to each Initial Purchaser copies of a Pricing Supplement, dated July 15, 2015, in the form attached hereto as Exhibit A (the " **Pricing Supplement** "), describing the terms of the Securities, each for use by such Initial Purchaser in connection with its solicitation of offers to purchase the Securities. The Preliminary Offering Memorandum and the Pricing Supplement are herein referred to as the " **Pricing Disclosure Package** ." Promptly after this Agreement is executed and delivered, the Issuers will prepare and deliver to each Initial Purchaser a final offering memorandum dated the date hereof (the " **Final Offering Memorandum** ").

All references herein to the terms " **Pricing Disclosure Package** " and " **Final Offering Memorandum** " shall be deemed to mean and include all information filed under the Securities Exchange Act of 1934 (as amended, the " **Exchange Act** ," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder) prior to the Time of Sale and incorporated by reference in the Pricing Disclosure Package (including the Preliminary Offering Memorandum) or the Final Offering Memorandum (as the case may be), and all references herein to the terms " **amend** ," " **amendment** " or " **supplement** " with respect to the Final Offering Memorandum shall be deemed to mean and include all information filed under the Exchange Act after the Time of Sale and incorporated by reference in the Final Offering Memorandum.

Sunoco GP LLC, a Delaware limited liability company (the " **General Partner** "), is the sole general partner of Sunoco and a wholly owned subsidiary of ETP. The subsidiaries of Sunoco listed on Schedule B hereto are collectively referred to herein as the " **Subsidiaries** ." The General Partner, the Guarantors and the Issuers are collectively referred to herein as the " **Partnership Parties** ."

Each Partnership Party hereby confirms its agreements with the Initial Purchasers as follows:

SECTION 1. **Representations and Warranties** . Each of the Partnership Parties, jointly and severally, hereby represents, warrants and covenants to each Initial Purchaser that, as of the date hereof and as of the Closing Date (references in this Section 1 to the " **Offering Memorandum** " are to (x) the Pricing Disclosure Package in the case of representations and warranties made as of the date hereof and (y) the Final Offering Memorandum in the case of representations and warranties made the as of Closing Date):

(a) **No Registration Required.** Subject to compliance by the Initial Purchasers with the representations and warranties set forth in Section 2(d) hereof and with the procedures set forth in Section 7 hereof, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers and to each Subsequent Purchaser in the manner contemplated by this Agreement and the Offering

Memorandum to register the Securities under the Securities Act or, until such time as the Exchange Securities are issued pursuant to an effective registration statement, to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the " **Trust Indenture Act** ," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(b) **No Integration of Offerings or General Solicitation.** None of the Issuers, its affiliates (as such term is defined in Rule 501 under the Securities Act) (each, an " **Affiliate** "), or any person acting on its or any of their behalf (other than the Initial Purchasers, as to whom the Issuers makes no representation or warranty) has, directly or indirectly, solicited any offer to buy or offered to sell, or will, directly or indirectly, solicit any offer to buy or offer to sell, in the United States or to any United States citizen or resident, any security which is or would be integrated with the sale of the Securities in a manner that would require the Securities to be registered under the Securities Act. None of the Issuers, its Affiliates, or any person acting on its or any of their behalf (other than the Initial Purchasers, as to whom the Issuers makes no representation or warranty) has engaged or will engage, in connection with the offering of the Securities, in any form of general solicitation or general advertising within the meaning of Rule 502 under the Securities Act. With respect to those Securities sold in reliance upon Regulation S, (i) none of the Issuers, its Affiliates or any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Issuers makes no representation or warranty) has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (ii) each of the Issuers and its Affiliates and any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Issuers makes no representation or warranty) has complied and will comply with the offering restrictions set forth in Regulation S.

(c) **Eligibility for Resale under Rule 144A.** The Securities are eligible for resale pursuant to Rule 144A and will not be, at the Closing Date, of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated interdealer quotation system.

(d) **The Pricing Disclosure Package and Offering Memorandum.** Neither the Pricing Disclosure Package, as of the Time of Sale, nor the Final Offering Memorandum, as of its date or (as amended or supplemented in accordance with Section 3(a) hereof, as applicable) as of the Closing Date, contains or represents an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation, warranty and agreement shall not apply to statements in or omissions from the Pricing Disclosure Package, the Final Offering Memorandum or any amendment or supplement thereto made in reliance upon and in conformity with information furnished to the Issuers in writing by any Initial Purchaser through the Representative expressly for use in the Pricing Disclosure Package, the Final Offering Memorandum or amendment or supplement thereto, as the case may be. The Pricing Disclosure Package contains, and the Final Offering Memorandum will contain, all the information specified in, and meeting the requirements of, Rule 144A. The Issuers have not distributed and will not distribute, prior to the later of the Closing

Date and the completion of the Initial Purchasers' distribution of the Securities, any offering material in connection with the offering and sale of the Securities other than the Pricing Disclosure Package and the Final Offering Memorandum.

(e) **Additional Written Communications.** The Partnership Parties have not prepared, made, used, authorized, approved or distributed and will not prepare, make, use, authorize, approve or distribute any written communication that constitutes an offer to sell or solicitation of an offer to buy the Securities other than (i) the Pricing Disclosure Package, (ii) the Final Offering Memorandum and (iii) any electronic road show or other written communications, in each case used in accordance with Section 3(a) hereof. Each such communication by the Issuers or its agents and representatives pursuant to clause (iii) of the preceding sentence (each, an " **Additional Written Communication** "), when taken together with the Pricing Disclosure Package, did not as of the Time of Sale, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that this representation, warranty and agreement shall not apply to statements in or omissions from each such Additional Written Communication made in reliance upon and in conformity with information furnished to the Issuers in writing by any Initial Purchaser through the Representative expressly for use in any Additional Written Communication.

(f) **Accurate Disclosure.** The documents incorporated or deemed to be incorporated by reference in the Offering Memorandum at the time they were or hereafter are filed with the Commission (collectively, the " **Incorporated Documents** ") complied and will comply in all material respects with the requirements of the Exchange Act. Each such Incorporated Document, when taken together with the Pricing Disclosure Package, did not as of the Time of Sale, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) **Authority.** Each of the Partnership Parties has the full partnership, limited liability company or corporate right, power and authority, as the case may be, necessary (i) to execute and deliver the Transaction Documents and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken, (ii) in the case of the Issuers, issue, to sell and deliver the Securities and (iii) in the case of the General Partner, to act as the general partner of Sunoco.

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

(i) **Authorization, Execution, Delivery and Enforceability of DTC Agreement.** The DTC Agreement has been duly authorized and, on the Closing Date, will have been duly executed and delivered by, and will constitute a valid and binding agreement of, the Issuers, enforceable against the Issuers in accordance with its terms,

provided , that with respect to each such agreement, the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(j) **Authorization, Execution, Delivery and Enforceability of Registration Rights Agreement, Contribution Agreement and Amendment No. 2.** The Registration Rights Agreement has been duly authorized and, on the Closing Date, will have been duly executed and delivered by, and will constitute a valid and legally binding agreement of the Partnership Parties, enforceable against the Partnership Parties in accordance with its terms; *provided* , that with respect to each such agreement, the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing. The Contribution Agreement was duly authorized, executed and delivered by the Partnership Parties party thereto and constitutes a valid and binding agreement, enforceable against the Partnership Parties party thereto in accordance with its terms; *provided* that the enforceability thereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law) and (ii) public policy, any applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing. Amendment No. 2 will be duly authorized, executed and delivered by the Partnership Parties party thereto and will constitute a valid and binding agreement, enforceable against the Partnership Parties party thereto in accordance with its terms; *provided* that the enforceability thereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law) and (ii) public policy, any applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(k) **Authorization of the Notes, the Guarantees and the Exchange Notes.** The Notes to be purchased by the Initial Purchasers from the Issuers will on the Closing Date be in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Agreement and the Indenture and, at the Closing Date, will have been duly executed by the Issuers and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Issuers, enforceable against the Issuers in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable

principles and will be entitled to the benefits of the Indenture. The Exchange Notes have been duly and validly authorized for issuance by the Issuers, and when issued and authenticated in accordance with the terms of the Indenture, the Registration Rights Agreement and the Exchange Offer, will constitute valid and binding obligations of the Issuers, enforceable against the Issuers in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting enforcement of the rights and remedies of creditors or by general principles of equity and will be entitled to the benefits of the Indenture. The Guarantees of the Notes on the Closing Date and the Guarantees of the Exchange Notes when issued will be in the respective forms contemplated by the Indenture and have been duly authorized for issuance pursuant to this Agreement and the Indenture; the Guarantees of the Notes, at the Closing Date, will have been duly executed by each of the Guarantors and, when the Notes have been authenticated in the manner provided for in the Indenture and issued and delivered against payment of the purchase price therefor, the Guarantees of the Notes will constitute valid and binding agreements of the Guarantors; and, when the Exchange Notes have been authenticated in the manner provided for in the Indenture and issued and delivered in accordance with the Registration Rights Agreement, the Guarantees of the Exchange Notes will constitute valid and binding agreements of the Guarantors, in each case, enforceable against the Guarantors in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture.

(l) **Authorization of the Indenture.** The Indenture has been duly authorized by the Issuers and the Guarantors and, at the Closing Date, will have been duly executed and delivered by the Issuers and the Guarantors and will constitute a valid and binding agreement of the Issuers and the Guarantors, enforceable against the Issuers and the Guarantors in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(m) **Contribution Agreement.** To the actual knowledge of the officers of the General Partner, there is no condition under the Contribution Agreement that is not expected to be satisfied prior to the Termination Date (as defined in the Contribution Agreement).

(n) **Description of the Transaction Documents and Conformity of the Notes.** The Transaction Documents conform and will conform, as applicable, in all material respects to the respective statements relating thereto contained in the Offering Memorandum and the Notes to be purchased by the Initial Purchasers from the Issuers will on the Closing Date be substantially in the form contemplated by the Indenture.

(o) **No Material Adverse Change in Business.** Except as otherwise disclosed in the Offering Memorandum (exclusive of any amendment or supplement thereto), since the respective dates as of which information is given in the Offering

Memorandum (exclusive of any amendment or supplement thereto), (i) there has been no material adverse change, or any development that could reasonably be expected to (1) result in a material adverse change in the condition, financial or otherwise, or in the earnings, properties, business, operations or business prospects of the Partnership Parties, whether or not arising in the ordinary course of business, or (2) materially and adversely affect the ability of Issuers to perform their respective obligations pursuant to this Agreement (each such change, a " **Material Adverse Effect** "), (ii) there have been no transactions entered into by any of the Partnership Parties, other than those in the ordinary course of business, which are material with respect to the Partnership Parties, considered as one enterprise, (iii) there have been no liabilities or obligations, direct or contingent, incurred by any of the Partnership Parties that are material to the Partnership Parties taken as a whole, (iv) there has been no change in the capitalization, short-term debt or long-term debt of the Partnership Parties and (v) there has been no dividend or distribution of any kind declared, paid or made by the Partnership Parties on any class of equity securities

(p) **Independent Accountants.** Ernst & Young LLP, who has certified certain financial statements and supporting schedules of Sunoco and whose reports are filed with the Commission and appear in the Offering Memorandum, is and was during the periods covered by such financial statements an independent registered public accounting firm with respect to Sunoco as required by the Securities Act and the Public Company Accounting Oversight Board (the " **PCAOB** "). Grant Thornton LLP is an independent registered public accounting firm with respect to Sunoco as required by the Securities Act and the PCAOB.

(q) **Financial Statements; Non-GAAP Financial Measures.** The financial statements, together with the related schedules and notes, included or incorporated by reference in the Offering Memorandum present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby and on the basis stated therein, as of the dates and for the periods indicated. Such financial statements comply as to form with the applicable accounting requirements of Regulation S-X under the Securities Act and have been prepared in conformity with generally accepted accounting principles in the United States (" **GAAP** ") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The supporting schedules, if any, present fairly in accordance with GAAP the information required to be stated therein. The summary financial and operating data set forth in the Offering Memorandum under the caption "Summary–Summary Consolidated Historical and Pro Forma Financial and Operating Data" are presented fairly in all material respects and prepared on a basis consistent with that of the audited financial statements contained in the Offering Memorandum. The pro forma financial statements and the related notes thereto included or incorporated by reference in the Offering Memorandum include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements included in the Offering Memorandum. The pro forma financial statements

included or incorporated by reference in the Offering Memorandum comply as to form in all material respects with the applicable requirements of Regulation S-X under the Securities Act. All other financial information included or incorporated by reference in the Offering Memorandum has been derived from Sunoco's accounting records and presents fairly the information shown thereby. No historical or pro forma financial statements or supporting schedules that would be required to be included or incorporated by reference in a registration statement on Form S-3 under the Securities Act or the Exchange Act are omitted from the Offering Memorandum. All disclosures contained in the Offering Memorandum regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Offering Memorandum and the Pricing Disclosure Package fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(r) **Acquisition Financial Statements.** The audited financial statements of (i) SHC, 100% of the issued and outstanding shares of capital stock of which Sunoco will acquire from the Contributors pursuant to the Contribution Agreement, (ii) Sunoco, LLC, a Delaware limited liability company (" **SLLC** "), 31.58% of the issued and outstanding limited liability company interests of which Sunoco acquired from ETP Retail Holdings, LLC, a Delaware limited liability company (" **ETP Retail** ") pursuant to a contribution agreement dated March 23, 2015 (the " **SLLC Acquisition** "), (iii) Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company (" **MACS** "), all of the issued and outstanding membership interests of which Sunoco acquired from an Affiliate of ETP pursuant to a contribution agreement dated September 25, 2014 (the " **MACS Acquisition** "), and (iv) Aloha Petroleum, Ltd., a Hawaii corporation (" **Aloha** "), all of the issued and outstanding shares of capital stock of which a Sunoco subsidiary acquired pursuant to a purchase and sale agreement dated September 25, 2014 (the " **Aloha Acquisition** "), together with the related schedules and notes thereto, set forth or incorporated by reference in the Offering Memorandum, comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly, as the case may be, the financial condition, results of operation and cash flows of the assets acquired or to be acquired, as applicable, in the Acquisition, the SLLC Acquisition, the MACS Acquisition and the Aloha Acquisition, each for the periods therein specified; and such financial statements and related notes thereto have been prepared in conformity with GAAP.

(s) **Forward-Looking Statements and Supporting Information.** Each of the forward-looking statements made by Issuers included in or incorporated by reference in the Offering Memorandum was made or will be made with a reasonable basis and in good faith.

(t) **Formation and Good Standing of the Partnership Parties.** Each of the Partnership Parties has been duly formed and is validly existing as a limited partnership, limited liability company or corporation, as the case may be, and is in good standing under the laws of its jurisdiction of organization (as set forth on Schedule C hereto), and

has all limited partnership, limited liability company or corporate power and authority, as the case may be, necessary to own, lease and operate its properties and to conduct its business as described in the Offering Memorandum and, in the case of the Issuers and the Guarantors, to enter into and perform its obligations under each of the Transaction Documents to which it is a party. Each of the Partnership Parties is duly qualified as a foreign limited partnership, limited liability company or corporation, as applicable, to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business (as set forth on Schedule C hereto), except for any failures to be so qualified or in good standing that would not result in a Material Adverse Effect. Schedule C hereto accurately sets forth the jurisdiction of organization and each jurisdiction of foreign qualification for each of the Partnership Parties.

(u) **Power and Authority of General Partner.** The General Partner has, and at the Closing Date will have, full limited liability company power and authority to serve as general partner of Sunoco in all material respects as disclosed in the Offering Memorandum.

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

(w) **Ownership of General Partner Interest in Sunoco.** The General Partner is the sole general partner of Sunoco, with a 0.0% non-economic general partner interest in the Partnership (the " **General Partner Interest** "). The General Partner Interest has been duly authorized and validly issued in accordance with the First Amended and Restated Agreement of Limited Partnership of Sunoco (as amended to date, the " **Partnership Agreement** "); and the General Partner owns the General Partner Interest free and clear of all Liens.

(x) **Ownership of Sponsor Units.** Without giving effect to the Acquisition and the issuance of the Unit Consideration, Stripes No. 1009 LLC, a Texas limited liability company (" **Stripes No. 1009** "), owns 5,469,718 subordinated units representing limited partner interests in Sunoco (the " **Subordinated Units** "), Stripes LLC, a Texas limited liability company (" **Stripes** "), owns 79,308 common units representing limited partner interests in Sunoco (the " **Common Units** ") and 5,469,718 Subordinated Units, ETC M-A Acquisition LLC, a Delaware limited liability company (" **ETC M-A** "), owns 3,983,540 Common Units and ETP Retail owns 795,482 Common Units (such Common Units and Subordinated Units being collectively referred to herein as the " **Sponsor Units** "); the Sponsor Units have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required by the

Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the " **Delaware LP Act** ")); and Stripes No. 1009, Stripes, ETC M-A and ETP Retail own their respective Sponsor Units free and clear of all Liens.

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

(z) **Ownership of Subsidiaries.** Sunoco is the owner of 100% of the issued and outstanding shares of capital stock in Finance Corp. and 100% of the issued and outstanding membership interests in Susser Petroleum Operating Company LLC, a Delaware limited liability company (" **Susser Operating** "); Susser Operating is the owner of (i) 31.58% of the issued and outstanding membership interests in SLLC and (ii) 100% of the issued and outstanding membership interests in Sunoco Energy Services LLC, a Texas limited liability company, Aloha Petroleum LLC, a Delaware limited liability company, Southside Oil, LLC, a Virginia limited liability company, and Susser Petroleum Property Company LLC, a Delaware limited liability company (" **Propco** "); Propco is the owner of 100% of the issued and outstanding membership interests in MACS and Aloha; and MACS is the owner of 100% of the issued and outstanding membership interests in MACS Retail LLC, a Virginia limited liability company. Such shares of capital stock and membership interests, as applicable, have been duly authorized and validly issued in accordance with the certificate of incorporation, the certificate of formation, as applicable, of such Subsidiary and bylaws and the limited liability company agreement, as applicable, of such Subsidiary (together, the " **Subsidiary Organizational Documents** ") and are fully paid (to the extent required by the applicable Subsidiary Organizational Documents) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware LLC Act or the equivalent provisions of the statute governing the organization of such Subsidiary in the jurisdiction of such Subsidiary's formation), and none of the shares of capital stock of Finance Corp. were issued in violation of any preemptive rights or similar rights; and Sunoco, Susser Operating, Propco and MACS, as the case may be, owns such shares of capital stock and membership interests, as applicable, free and clear of all Liens, other than Liens created pursuant to the credit agreement among Sunoco, as borrower, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent, collateral agent, swing line lender and L/C issuer, dated September 25, 2014, as amended by that certain First Amendment to Credit Agreement and Increase Agreement, dated April 10, 2015 (together with any amendments thereto, the " **Revolving Credit Facility** "). The GP LLC Agreement, the Partnership Agreement and the Subsidiary Organizational Documents are referred to collectively herein as the " **Organizational Agreements** " and each, individually, as an " **Organizational Agreement** ."

(aa) **No Other Subsidiaries.** Except as described in the Offering Memorandum, none of the Partnership Parties owns or, at the Closing Date, will own, directly or indirectly, an equity interest in, or long-term debt securities of, any corporation, partnership, limited liability company, joint venture, association or other entity, other than another Partnership Party.

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

(cc) **Capitalization.** As of the date hereof and as of the Closing Date (without giving effect to the Common Units, Subordinated Units, Class A Units or Class B Units issued pursuant to the Contribution Agreement), the issued and outstanding partnership interests of Sunoco will consist solely of [24,894,659] Common Units, 10,939,436 Subordinated Units, the General Partner Interest and the Incentive Distribution Rights. All outstanding Common Units, Subordinated Units, the General Partner Interest and the Incentive Distribution Rights, and the limited partner interests or general partner interests, as applicable, represented thereby, have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act). The Unit Consideration and the Class A Units to be issued by the Partnership pursuant to the Contribution Agreement, and the limited partner interests represented thereby, have been duly authorized and, when issued and delivered in accordance with the terms of the Partnership Agreement, as amended by Amendment No. 2, and the Contribution Agreement against consideration therefor as provided therein, will be fully paid (to the extent required under the Partnership Agreement, as amended by Amendment No. 2) and non-assessable (except as such non-assessability may be affected by Section 17-303, 17-607 or 17-804 of the Delaware LP Act).

(dd) **Absence of Violations, Defaults and Conflicts.** None of the Partnership Parties is in (i) violation of its Organizational Agreement, (ii) violation, breach or default, and no event has occurred that, with notice or lapse of time or both, would constitute such a violation or breach of, or default under, any contract, indenture, mortgage, deed of trust, loan or credit agreement, including the Revolving Credit Facility, note, lease or other agreement or instrument to which any of the Partnership Parties is or, on the Closing Date, will be a party or by which it or any of them may be bound or to which any of the properties or assets of any of the Partnership Parties is subject (collectively, " **Agreements and Instruments** "), except for any such violations, breaches and defaults that would not, singly or in the aggregate, result in a Material Adverse Effect, or (iii) violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over any of the Partnership Parties or any of

their respective properties, assets or operations (each, a " **Governmental Entity** "), except for any such violations that would not, singly or in the aggregate, result in a Material Adverse Effect. The execution, delivery and performance of the Transaction Documents and the consummation of the Transactions (including the issuance and delivery of the Securities and the Exchange Securities as described under the caption "Use of Proceeds" in the Offering Memorandum) do not and will not, whether with or without the giving of notice or passage of time or both, constitute a breach or violation of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any Lien upon any properties or assets of any of the Partnership Parties pursuant to, the Agreements and Instruments (except for any such violations, breaches, defaults, Repayment Events or Liens that would not, singly or in the aggregate, result in a Material Adverse Effect and other than Liens created pursuant to the Revolving Credit Facility), nor will such action result in (x) any violation of the provisions of the Organizational Agreements of any of the Partnership Parties or (y) any violation of any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity, except in the case of clause (y), for any such violations that would not, singly or in the aggregate, result in a Material Adverse Effect. As used herein, a " **Repayment Event** " means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by any of the Partnership Parties.

(ee) **No Consents.** No consent, approval, authorization, order, registration, filing or qualification (" **Consent** ") of or with any Governmental Entity is required in connection with (i) the issuance and delivery of the Securities and the Exchange Securities as described in the Offering Memorandum, (ii) the execution, delivery and performance of the Transaction Documents or (iii) the application of the proceeds from the sale of the Securities as described under "Use of Proceeds" in the Offering Memorandum, except (i) for such Consents as have been obtained or made by the Partnership Parties, (ii) as may be required by federal securities laws or the securities laws of the several states of the United States with respect to the Partnership Parties' obligations under the Registration Rights Agreement, and (iii) as described in the Offering Memorandum.

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

(gg) **Possession of Intellectual Property.** The Partnership Parties own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, " **Intellectual**

Property ") necessary to carry on the business now operated by them, and none of the Partnership Parties has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Partnership Parties therein, and which infringements or conflicts (if the subject of any unfavorable decision, ruling or finding) or invalidities or inadequacies, singly or in the aggregate, would result in a Material Adverse Effect.

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

(ii) **Title to Property.** The Partnership Parties have good and marketable title to all real property owned by them and good title to all other property owned by them, in each case, free and clear of all Liens except such as (i) are described in the Offering Memorandum or (ii) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Partnership Parties; and all of the leases and subleases material to the business of the Partnership Parties, considered as one enterprise, and under which any of the Partnership Parties holds properties described in the Offering Memorandum, are in full force and effect, and none of the Partnership Parties has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of any of the Partnership Parties under any of the leases or subleases mentioned above, or affecting or questioning the rights of any such Partnership Party to the continued possession of the leased or subleased premises under any such lease or sublease.

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

(kk) **Investment Company Act.** None of the Partnership Parties is, and as of the Closing Date, after giving effect to the issuance and delivery of the Securities and the application of the proceeds therefrom as described under "Use of Proceeds" in the Offering Memorandum, none of them will be, (i) an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the " **Investment Company Act** "), and the rules and regulations of the Commission thereunder, or (ii) a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

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

(mm) **Stabilization.** None of the Partnership Parties has taken, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Issuers in connection with the sale of the Securities.

(nn) **Solvency.** Each of the Partnership Parties is, and immediately after the Closing Date will be, Solvent. As used herein, the term " **Solvent** " means, with respect to any person on a particular date, that on such date (i) the fair market value of the assets of such person is greater than the total amount of liabilities (including contingent liabilities) of such person, (ii) the present fair salable value of the assets of such person is greater than the amount that will be required to pay the probable liabilities of such person on its debts as they become absolute and matured, (iii) such person is able to realize upon its assets and pay its debts and other liabilities, including contingent obligations, as they mature and (iv) such person does not have unreasonably small capital.

(oo) **Compliance with the Sarbanes-Oxley Act of 2002.** There is and has been no failure on the part of Sunoco or, to the knowledge of Sunoco, any of the General Partner's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002, including the rules and regulations of the Commission promulgated thereunder.

(pp) **Accounting Controls.** Sunoco maintains effective internal control over financial reporting (as defined under Rules 13a-15 and 15d-15 under the Exchange Act) and a system of internal accounting controls sufficient to provide reasonable assurances

that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to Sunoco's assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Offering Memorandum is accurate. Except as described in the Offering Memorandum and the Pricing Disclosure Package, (1) since the end of the Partnership's most recent audited fiscal year, there has been (i) no material weakness in Sunoco's internal control over financial reporting (whether or not remediated) and (ii) no change in Sunoco's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, Sunoco's internal control over financial reporting, and (2) Sunoco is not aware of any fraud, whether or not material, that involves management or other employees who have a significant role in Sunoco's internal control over financial reporting.

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

(rr) **Regulations T, U, X.** Neither the Issuers nor any Guarantor nor any of their respective subsidiaries nor any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(ss) **Environmental Laws.** Except as otherwise disclosed in the Offering Memorandum or as would not, singly or in the aggregate, result in a Material Adverse Effect, (i) none of the Partnership Parties is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the Release (as defined below) or threatened Release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively,

" **Hazardous Materials** ") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, " **Environmental Laws** "), (ii) the Partnership Parties have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (iii) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against any of the Partnership Parties and (iv) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting any of the Partnership Parties relating to Hazardous Materials or any Environmental Laws. The term " **Release** " means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment, or in, into from or through any building or structure.

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

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

(vv) **Compliance with ERISA.** (i) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "), for which Sunoco or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code (the " **Code** ")) would have any liability (each, a " **Plan** ") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but

not limited to ERISA and the Code, except for any instances of noncompliance that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption, that would result in a Material Adverse Effect; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, as applicable, has been satisfied (without taking into account any waiver thereof or extension of any amortization period) and is reasonably expected to be satisfied in the future (without taking into account any waiver thereof or extension of any amortization period); (iv) the fair market value of the assets of each Plan that is subject to Title IV of ERISA (other than a "multiemployer plan") exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (v) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur that either has resulted, or would result, in a Material Adverse Effect; (vi) neither Sunoco nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan," within the meaning of Section 4001(a)(3) of ERISA); and (vii) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that would result in a Material Adverse Effect. Neither of the following events has occurred or is reasonably likely to occur: (1) an increase in the aggregate amount of contributions required to be made to all Plans by the Partnership Parties in Sunoco's current fiscal year compared to the amount of such contributions made in Sunoco's most recently completed fiscal year that is expected to result in a Material Adverse Effect; or (2) an increase in the Partnership Parties' "accumulated post-retirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106) compared to the amount of such obligations in Sunoco's most recently completed fiscal year that is expected to result in a Material Adverse Effect.

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

(xx) **No Undisclosed Relationships.** No relationship, direct or indirect, exists between or among any of the Partnership Parties, on the one hand, and the directors, officers, equityholders, customers or suppliers of any of the Partnership Parties, on the other, that is required by the Securities Act to be disclosed in a registration statement on Form S-1 which is not so disclosed in the Offering Memorandum. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by any Partnership Party to or for the benefit of any of the directors or officers of the Partnership Party or their respective family members.

(yy) **Foreign Corrupt Practices Act.** No Partnership Party nor, to the knowledge of Sunoco, any director, officer, agent, employee, Affiliate or other person acting on behalf of or providing services to any Partnership Party is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the " **FCPA** "), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Partnership Parties and, to the knowledge of Sunoco, their Affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

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

(aaa) **OFAC.** None of the Partnership Parties nor, to the knowledge of Sunoco, any director, officer, agent, employee, Affiliate, representative or other person acting on behalf of or providing services to any Partnership Party is an individual or entity (" **Person** ") currently the subject or target of any sanctions administered or enforced by the U.S. government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, " **Sanctions** "), nor is any Partnership Party located, organized or resident in a country or territory that is the subject of Sanctions; and neither Issuer will directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(bbb) **Regulation S.** The Issuers and the Guarantors and their respective Affiliates and all persons acting on their behalf (other than the Initial Purchasers, as to whom the Issuers and the Guarantors make no representation) have complied with and will comply with the offering restrictions requirements of Regulation S in connection with the offering of the Securities outside the United States and, in connection therewith, the Offering Memorandum will contain the disclosure required by Rule 902 under the Securities Act. Sunoco is a "reporting issuer" as defined in Rule 902.

(ccc) **Statistical and Market-Related Data.** Any statistical and market-related data included in the Offering Memorandum is based on or derived from sources that the Partnership Parties believe, after reasonable inquiry, to be reliable and accurate and, to the extent required, the Partnership Parties have obtained the written consent to the use of such data from such sources.

(ddd) **Officer's Certificates.** Any certificate signed by any officer of either of the Issuers and delivered to the Initial Purchasers or to counsel for the Initial Purchasers in connection with the offering shall be deemed a representation and warranty by the Issuers to each Initial Purchaser as to the matters covered thereby.

SECTION 2. **Purchase, Sale and Delivery of the Securities.**

(a) **The Securities.** Each of the Issuers and the Guarantors agrees to issue and sell to the Initial Purchasers, severally and not jointly, all of the Securities, and, subject to the conditions set forth herein, the Initial Purchasers agree, severally and not jointly, to purchase from the Issuers and the Guarantors the aggregate principal amount of Securities set forth opposite their names on Schedule A hereto, at a purchase price of 99.000% of the principal amount thereof payable on the Closing Date, in each case, on the basis of the representations, warranties and agreements herein contained, and upon the terms herein set forth.

(b) **The Closing Date.** The closing of the issuance and sale of the Notes, the issuance of the Guarantees, the application of the net proceeds from the sale of the Securities as described in the Pricing Disclosure Package and the payment of transaction costs (the " **Closing** ") shall occur at the offices of Vinson & Elkins L.L.P., 1001 Fannin Street, Suite 2500, Houston, Texas 77002 (or such other place as may be agreed to by the Issuers and the Representative) at 9:00 a.m., Houston time, on July 20, 2015, or such other time and date as the Representative shall designate by notice to the Issuers (the time and date of such closing are called the " **Closing Date** "). The Issuers hereby acknowledge that circumstances under which the Representative may provide notice to postpone the Closing Date as originally scheduled include, but are in no way limited to, any determination by the Issuers or the Initial Purchasers to recirculate to investors copies of an amended or supplemented Offering Memorandum or a delay as contemplated by the provisions of Section 18 hereof.

(c) **Delivery of the Securities.** The Issuers shall deliver, or cause to be delivered, to the Representative for the accounts of the several Initial Purchasers certificates for the Notes at the Closing Date against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The certificates for the Notes shall be in such denominations and registered in the name of Cede & Co., as nominee of the Depositary, pursuant to the DTC Agreement, and shall be made available for inspection on the business day preceding the Closing Date at a location in New York City as the Representative may designate. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Initial Purchasers.

(d) **Initial Purchasers as Qualified Institutional Buyers.** Each Initial Purchaser severally and not jointly represents and warrants to, and agrees with, the Issuers that:

(i) it will offer and sell Securities only to (a) persons who it reasonably believes are "qualified institutional buyers" within the meaning of Rule 144A (" **Qualified Institutional Buyers** ") in transactions meeting the requirements of Rule 144A or (b) upon the terms and conditions set forth in Annex I to this Agreement;

(ii) it is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act; and

(iii) it will not offer or sell Securities by any form of general solicitation or general advertising, including but not limited to the methods described in Rule 502(c) under the Securities Act.

SECTION 3. **Additional Covenants.** Each of the Partnership Parties further covenants and agrees with each Initial Purchaser as follows:

(a) **Preparation of Final Offering Memorandum; Initial Purchasers' Review of Proposed Amendments and Supplements and Additional Written Communications** . As promptly as practicable following the Time of Sale and in any event not later than the second business day following the date hereof, the Issuers will prepare and deliver to the Initial Purchasers the Final Offering Memorandum, which shall consist of the Preliminary Offering Memorandum as modified only by the information contained in the Pricing Supplement. The Issuers will not amend or supplement the Preliminary Offering Memorandum or the Pricing Supplement. The Issuers will not amend or supplement the Final Offering Memorandum prior to the Closing Date unless the Representative shall previously have been furnished a copy of the proposed amendment or supplement at least two business days prior to the proposed use or filing, and shall not have objected to such amendment or supplement. Before making, preparing, using, authorizing, approving or distributing any Additional Written Communication, the Issuers will furnish to the Representative a copy of such written communication for review and will not make, prepare, use, authorize, approve or distribute any such written communication to which the Representative reasonably objects.

(b) **Amendments and Supplements to the Final Offering Memorandum and Other Securities Act Matters.** If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or

(ii) it is necessary to amend or supplement any of the Pricing Disclosure Package to comply with law, the Partnership Parties will immediately notify the Initial Purchasers thereof and forthwith prepare and (subject to Section 3(a) hereof) furnish to the Initial Purchasers such amendments or supplements to any of the Pricing Disclosure Package as may be necessary so that the statements in any of the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances under which they were made, be misleading or so that any of the Pricing Disclosure Package will comply with all applicable law. If, prior to the completion of the placement of the Securities by the Initial Purchasers with the Subsequent Purchasers, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Final Offering Memorandum, as then amended or supplemented, in order to make the statements therein, in the light of the circumstances when the Final Offering Memorandum is delivered to a Subsequent Purchaser, not misleading, or if in the judgment of the Representative or counsel for the Initial Purchasers it is otherwise necessary to amend or supplement the Final Offering Memorandum to comply with law, the Partnership Parties agree to promptly prepare (subject to Section 3 hereof), file with the Commission and furnish at its own expense to the Initial Purchasers, amendments or supplements to the Final Offering Memorandum so that the statements in the Final Offering Memorandum as so amended or supplemented will not, in the light of the circumstances at the Closing Date and at the time of sale of Securities, be misleading or so that the Final Offering Memorandum, as amended or supplemented, will comply with all applicable law.

Following the consummation of the Exchange Offer or the effectiveness of an applicable shelf registration statement and for so long as the Securities are outstanding, if, in the judgment of the Representative, the Initial Purchasers or any of their Affiliates are required to deliver a prospectus in connection with sales of, or market-making activities with respect to, the Securities, the Partnership Parties agree to periodically amend the applicable registration statement so that the information contained therein complies with the requirements of Section 10 of the Securities Act, to amend the applicable registration statement or supplement the related prospectus or the documents incorporated therein when necessary to reflect any material changes in the information provided therein so that the registration statement and the prospectus will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing as of the date the prospectus is so delivered, not misleading and to provide the Initial Purchasers with copies of each amendment or supplement filed and such other documents as the Initial Purchasers may reasonably request.

The Issuers hereby expressly acknowledge that the indemnification and contribution provisions of Sections 8 and 9 hereof are specifically applicable and relate to each offering memorandum, registration statement, prospectus, amendment or supplement referred to in this Section 3.

(c) **Copies of the Offering Memorandum.** The Issuers agrees to furnish the Initial Purchasers, without charge, as many copies of the Pricing Disclosure Package and the Final Offering Memorandum and any amendments and supplements thereto as they shall reasonably request.

(d) **Blue Sky Compliance.** Each of the Issuers and the Guarantors shall cooperate with the Representative and counsel for the Initial Purchasers to qualify or register (or to obtain exemptions from qualifying or registering) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States or any other jurisdictions designated by the Representative, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Securities. None of the Partnership Parties shall be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation. The Issuers will advise the Representative promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Partnership Parties shall use its best efforts to obtain the withdrawal thereof at the earliest possible moment.

(e) **Use of Proceeds.** The Issuers shall apply the net proceeds from the sale of the Securities sold by it in the manner described under the caption "Use of Proceeds" in the Pricing Disclosure Package.

(f) **The Depositary** . The Issuers will cooperate with the Initial Purchasers and use their best efforts to permit the Securities to be eligible for clearance and settlement through the facilities of the Depositary.

(g) **Additional Issuer Information.** Prior to the completion of the placement of the Securities by the Initial Purchasers with the Subsequent Purchasers, the Issuers shall file, on a timely basis, with the Commission all reports and documents required to be filed under Section 13 or 15 of the Exchange Act. Additionally, at any time when the Issuers is not subject to Section 13 or 15 of the Exchange Act, for the benefit of holders and beneficial owners from time to time of the Securities, the Issuers shall furnish, at its expense, upon request, to holders and beneficial owners of Securities and prospective purchasers of Securities information ("Additional Issuer Information") satisfying the requirements of Rule 144A(d).

(h) **Agreement Not To Offer or Sell Additional Securities.** During the period of 45 days following the date hereof, the Issuers will not, without the prior written consent of the Representative (which consent may be withheld at the sole discretion of the Representative), directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open "put equivalent position" within the meaning of Rule 16a-1 under the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Issuers or securities exchangeable for or convertible into debt securities of the Issuers (other than (i) as contemplated by this Agreement, (ii) Sunoco's universal shelf registration statement on Form S-3 and (iii) to register the Exchange Securities).

(i) **No Integration.** Each of the Issuers agrees that it will not and will cause its Affiliates not to make any offer or sale of securities of the Issuers of any class if, as a result of the doctrine of "integration" referred to in Rule 502 under the Securities Act, such offer or sale would render invalid (for the purpose of (i) the sale of the Securities by the Issuers to the Initial Purchasers, (ii) the resale of the Securities by the Initial Purchasers to Subsequent Purchasers or (iii) the resale of the Securities by such Subsequent Purchasers to others) the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof or by Rule 144A or by Regulation S thereunder or otherwise.

(j) **No General Solicitation or Directed Selling Efforts** . Each of the Issuers agrees that it will not and will not permit any of its respective Affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as to which no covenant is given) to (i) solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) engage in any directed selling efforts with respect to the Securities within the meaning of Regulation S, and the Issuers will and will cause all such persons to comply with the offering restrictions requirement of Regulation S with respect to the Securities.

(k) **No Restricted Resales.** Until the date on which all registration statements required to be filed pursuant to the Registration Rights Agreement shall become effective, the Issuers will not, and will not permit any of their affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Notes that have been reacquired by any of them.

(l) **Legended Securities.** Each certificate for a Note will bear the legend contained in "Transfer Restrictions" in the Preliminary Offering Memorandum for the time period and upon the other terms stated in the Preliminary Offering Memorandum.

The Representative on behalf of the several Initial Purchasers, may, in its sole discretion, waive in writing the performance by the Partnership Parties of any one or more of the foregoing covenants or extend the time for their performance.

SECTION 4. **Payment of Expenses.** Each of the Partnership Parties agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation, (a) all expenses incident to the issuance and delivery of the Securities (including all printing and engraving costs), (b) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities to the Initial Purchasers, (c) all fees and expenses counsel to the Partnership Parties, independent public or certified public accountants and other advisors, (d) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution (including any form of electronic distribution) of the Pricing Disclosure Package and the Final Offering Memorandum (including financial statements and exhibits), and all amendments and supplements thereto, and the Transaction Documents, (e) all filing fees, attorneys' fees and expenses incurred by the Partnership Parties or the Initial Purchasers in

connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States or other jurisdictions designated by the Initial Purchasers (including, without limitation, the cost of preparing, printing and mailing preliminary and final blue sky or legal investment memoranda and any related supplements to the Pricing Disclosure Package or the Final Offering Memorandum, (f) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture, the Securities and the Exchange Securities, (g) any fees payable in connection with the rating of the Securities or the Exchange Securities with the ratings agencies, (h) all fees and expenses (including reasonable fees and expenses of counsel) of the Partnership Parties in connection with approval of the Securities by the Depositary for "book-entry" transfer, and the performance by the Partnership Parties of their respective other obligations under this Agreement and (i) all of its expenses incident to the "road show" for the offering of the Securities, including one half of the cost of any chartered airplane or other transportation. Except as provided in this Section 4 and Sections 6, 8 and 9 hereof, the Initial Purchasers shall pay their own expenses, including the fees and disbursements of their counsel.

SECTION 5. **Conditions of the Obligations of the Initial Purchasers.** The obligations of the several Initial Purchasers to purchase and pay for the Securities as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Issuers and the Guarantors set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made and to the timely performance by each of the Partnership Parties of its covenants and other obligations hereunder, and to each of the following additional conditions:

(a) **Accountants' Comfort Letters.** The Initial Purchasers shall have received, on each of the date hereof and the Closing Date, a "comfort letter" addressed to the Initial Purchasers in form and substance satisfactory to the Representative, covering the financial information in the Pricing Disclosure Package and other customary matters, from each of:

(i) Ernst & Young LLP, an independent registered public accounting firm, containing statements and information of the type ordinarily included in accountants' "comfort letters" to Initial Purchasers with respect to the financial statements and certain financial information of Sunoco contained in the Pricing Disclosure Package;

(ii) Ernst & Young LLP, covering, without limitation, the consolidated financial statements of SHC as of and for the years ended December 30, 2012, December 29, 2013 and December 31, 2014, as included or incorporated by reference in the Pricing Disclosure Package;

(iii) Grant Thornton LLP, covering, without limitation, the financial statements of (i) Sunoco as of and for the three months ended March 31, 2015, (ii) MACS as of December 31, 2013 and for the period from October 3, 2013 to December 31, 2013, (iii) MACS Holdings, LLC for the period from January 1, 2013 to October 2, 2013 and (iv) SHC as of and for the three months ended March 31, 2015, as included or incorporated by reference in the Pricing Disclosure Package;

(iv) PricewaterhouseCoopers LLP, covering, without limitation, the financial statements of MACS as of and for the years ended December 31, 2011 and 2012, as included or incorporated by reference in the Pricing Disclosure Package;

(v) Deloitte & Touche LLP, covering, without limitation, the statements of revenues and direct operating expenses of Aloha, as included or incorporated by reference in the Pricing Disclosure Package; and

(vi) Grant Thornton LLP, covering, without limitation, the financial statements of SLLC as of and for the years ended December 31, 2013 and 2014 and for the three months ended March 31, 2015, and the unaudited pro forma balance sheet and statement of operations of Sunoco as of and for the year ended December 31, 2014 and the three months ended March 31, 2015, as included or incorporated by reference in the Pricing Disclosure Package.

In addition, on the Closing Date, the Initial Purchasers shall have received from each accounting firm described in Sections 5(a)(i)-(vi), a "bring-down comfort letter" dated the Closing Date addressed to the Initial Purchasers, in form and substance satisfactory to the Representatives, in the form of the "comfort letter" delivered on the date hereof, except that (x) it shall cover the financial information in the Final Offering Memorandum and any amendment or supplement thereto and (y) procedures shall be brought down to a date no more than three days prior to the Closing Date.

(b) **No Material Adverse Effect or Ratings Agency Change.** For the period from and after the date of this Agreement and prior to the Closing Date:

(i) in the judgment of the Representative there shall not have occurred any Material Adverse Effect; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded the Issuers or any of its subsidiaries or any of their securities or indebtedness by any "nationally recognized statistical rating organization" registered under Section 3(a)(62) of the Exchange Act.

(c) **Opinions of Counsel for the Partnership Parties.** On the Closing Date, the Initial Purchasers shall have received the favorable opinions and opinion regarding certain tax matters of Latham & Watkins LLP, outside counsel for the Partnership Parties, Kaufman & Canoles, P.C., special Virginia counsel for the Partnership Parties, and Cades Schutte LLP, special Hawaii counsel for the Partnership Parties, each dated as of the Closing Date, the forms of which are attached as Exhibits B-1 , B-2 , and B-3 , B-4 and B-5 , respectively, and to such further effect as counsel to the Initial Purchasers may reasonably request.

(d) **Opinion of Counsel for the Initial Purchasers.** On the Closing Date the Initial Purchasers shall have received the favorable opinion of Vinson & Elkins L.L.P., counsel for the Initial Purchasers, dated as of the Closing Date, with respect to such matters as may be reasonably requested by the Initial Purchasers.

(e) **Officers' Certificate.** On the Closing Date, the Initial Purchasers shall have received a written certificate executed by the President or Chief Executive Officer or President of the Issuers and each Guarantor and the Chief Financial Officer or Chief Accounting Officer of the Issuers and each Guarantor, dated as of the Closing Date, to the effect set forth in Section 5(b)(ii) hereof, and further to the effect that:

(i) for the period from and after the date of this Agreement and prior to the Closing Date there has not occurred any Material Adverse Effect;

(ii) the representations, warranties and covenants of the Partnership Parties set forth in Section 1 hereof were true and correct as of the date hereof and are true and correct as of the Closing Date with the same force and effect as though expressly made on and as of the Closing Date; and

(iii) each of the Partnership Parties has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(f) **Indenture; Registration Rights Agreement** . The Issuers and the Guarantors shall have executed and delivered the Indenture and the Registration Rights Agreement, in form and substance reasonably satisfactory to the Initial Purchasers, and the Initial Purchasers shall have received executed copies thereof.

(g) **Additional Documents.** On or before the Closing Date, the Initial Purchasers and counsel for the Initial Purchasers shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representative by notice to the Issuers at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Sections 4, 6, 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 6. **Reimbursement of Initial Purchasers' Expenses.** If this Agreement is terminated by the Representative pursuant to Section 5 or 10 hereof, including if the sale to the Initial Purchasers of the Securities on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Issuers or the Guarantors to perform any agreement herein or to comply with any provision hereof, the Issuers and the Guarantors agree to reimburse the Initial Purchasers, severally, upon demand for all out-of-pocket expenses that shall have been reasonably incurred by the Initial Purchasers in connection with the proposed purchase and the offering and sale of the Securities, including, without limitation, fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

SECTION 7. **Offer, Sale and Resale Procedures** . Each of the Initial Purchasers, on the one hand, and the Issuers and each of the Guarantors, on the other hand, hereby agree to observe the following procedures in connection with the offer and sale of the Securities:

(a) Offers and sales of the Securities will be made only by the Initial Purchasers or Affiliates thereof qualified to do so in the jurisdictions in which such offers or sales are made. Each such offer or sale shall only be made to persons whom the offeror or seller reasonably believes to be Qualified Institutional Buyers or non-U.S. persons outside the United States to whom the offeror or seller reasonably believes offers and sales of the Securities may be made in reliance upon Regulation S upon the terms and conditions set forth in Annex I hereto, which Annex I is hereby expressly made a part hereof.

(b) No general solicitation or general advertising (within the meaning of Rule 502 under the Securities Act) will be used in the United States in connection with the offering of the Securities.

(c) Upon original issuance by the Issuers, and until such time as the same is no longer required under the applicable requirements of the Securities Act, the Notes (and all securities issued in exchange therefor or in substitution thereof, other than the Exchange Notes) shall bear a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE ‘‘SECURITIES ACT’’), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A ‘‘QUALIFIED INSTITUTIONAL BUYER’’ (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT), (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S PROMULGATED UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, OR (C) IT IS AN ‘‘ACCREDITED INVESTOR’’ WITHIN THE MEANING OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR AFTER THE LATER

OF THE ORIGINAL ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY),] [IN THE CASE OF REGULATION S NOTES: 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S,] ONLY (A) TO THE ISSUERS OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A ‘‘QUALIFIED INSTITUTIONAL BUYER’’ (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) TO AN ‘‘ACCREDITED INVESTOR’’ WITHIN THE MEANING OF REGULATION D THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (E) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUERS’ AND THE TRUSTEE’S, OR REGISTRAR’S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C), (D) OR (F) TO REQUIRE THE DELIVERY OF A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE EXPIRATION OF THE APPLICABLE HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144.

Following the sale of the Securities by the Initial Purchasers to Subsequent Purchasers pursuant to the terms hereof, the Initial Purchasers shall not be liable or responsible to the Issuers for any losses, damages or liabilities suffered or incurred by the Issuers, including any losses, damages or liabilities under the Securities Act, arising from or relating to any resale or transfer of any Security.

SECTION 8. **Indemnification.**

(a) **Indemnification of the Initial Purchasers.** Each of the Partnership Parties, jointly and severally, agrees to indemnify and hold harmless each Initial Purchaser, its Affiliates, directors, officers, employees, selling agents and each person, if any, who controls any Initial Purchaser within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which the Initial Purchaser, Affiliate, director, officer, employee, selling agent or controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company or as otherwise permitted by Section 8(d) hereof), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, the Pricing Supplement, any Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto), including the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; and to reimburse each Initial Purchaser and each such Affiliate, director, officer, employee, selling agent or controlling person for any and all expenses (including the fees and disbursements of counsel chosen by the Representative) as such expenses are reasonably incurred by such Initial Purchaser or such Affiliate, director, officer, employee, selling agent or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply, with respect to an Initial Purchaser, to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Issuers by such Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, the Pricing Supplement, any Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto). The indemnity agreement set forth in this Section 8(a) shall be in addition to any liabilities that the Partnership Parties may otherwise have.

(b) **Indemnification of the Issuers and the Guarantors.** Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless the Partnership Parties, each of their respective directors, officers and each person, if any, who controls the Partnership Parties within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Partnership Parties or any such director, officer or controlling person may become

subject, under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Initial Purchaser or as otherwise permitted by Section 8(d) hereof), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, the Pricing Supplement, any Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Preliminary Offering Memorandum, the Pricing Supplement, any Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Issuers by such Initial Purchaser through the Representative expressly for use therein; and to reimburse the Partnership Parties and each such director, officer or controlling person for any and all expenses (including the fees and disbursements of counsel) as such expenses are reasonably incurred by the Partnership Parties or such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. Each of the Partnership Parties hereby acknowledges that the only information that the Initial Purchasers through the Representative have furnished to the Issuers expressly for use in the Preliminary Offering Memorandum, the Pricing Supplement, any Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto) are the statements set forth in “Plan of Distribution—Commissions and Discounts,” the third and fourth sentences under the captions “Plan of Distribution—New Issue of Notes” and in “Plan of Distribution—Short Positions” in the Preliminary Offering Memorandum and the Final Offering Memorandum. The indemnity agreement set forth in this Section 8(b) shall be in addition to any liabilities that each Initial Purchaser may otherwise have.

(c) **Notifications and Other Indemnification Procedures** . Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; *provided* that the failure to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party under this Section 8 except to the extent that it has been materially prejudiced by such failure (through the forfeiture of substantive rights and defenses) and shall not relieve the indemnifying party from any liability that the indemnifying party may have to an indemnified party other than under this Section 8. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense

thereof with counsel reasonably satisfactory to such indemnified party; *provided , however* , if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal counsel expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel (in each jurisdiction)), which shall be selected by the Representative (in the case of counsel representing the Initial Purchasers or their related persons), representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) **Settlements.** The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, which will not be unreasonably withheld, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by this Section 8, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement and (iii) such indemnified party shall have given the indemnifying party at least 60 days prior notice of its intention to settle. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include any statements as to or any findings of fault, culpability or failure to act by or on behalf of any indemnified party.

SECTION 9. **Contribution.** If the indemnification provided for in Section 8 hereof is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (a) in such proportion as is appropriate to reflect the relative benefits received by the Partnership Parties, on the one hand, and the Initial Purchasers, on the other hand, from the offering of the Securities pursuant to this Agreement or (b) if the allocation provided by clause (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a) above but also the relative fault of the Partnership Parties, on the one hand, and the Initial Purchasers, on the other hand, in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Partnership Parties, on the one hand, and the Initial Purchasers, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Issuers, and the total discount received by the Initial Purchasers bear to the aggregate initial offering price of the Securities. The relative fault of the Partnership Parties, on the one hand, and the Initial Purchasers, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Partnership Parties, on the one hand, or the Initial Purchasers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8 hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 8 hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 9; *provided , however* , that no additional notice shall be required with respect to any action for which notice has been given under Section 8 hereof for purposes of indemnification.

The Partnership Parties and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 9.

Notwithstanding the provisions of this Section 9, no Initial Purchaser shall be required to contribute any amount in excess of the discount received by such Initial Purchaser in connection with the Securities distributed by it. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' respective obligations to contribute pursuant to this Section 9 are several, and not joint, in proportion to their respective commitments as set forth opposite their names in Schedule A hereto. For

purposes of this Section 9, each Affiliate, director, officer, employee and selling agent of an Initial Purchaser and each person, if any, who controls an Initial Purchaser within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Initial Purchaser, and each director and officer of the Partnership Parties, and each person, if any, who controls the Partnership Parties within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Partnership Parties.

SECTION 10. **Termination of this Agreement.** Prior to the Closing Date, this Agreement may be terminated by the Representative by notice given to Sunoco if at any time: (a) (i) trading or quotation in any of Sunoco's securities shall have been suspended or limited by the Commission or by The New York Stock Exchange (" **NYSE** "), or (ii) trading in securities generally on either the Nasdaq Stock Market or the NYSE shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such quotation system or stock exchange by the Commission or FINRA; (b) a general banking moratorium shall have been declared by any of federal, New York or Delaware State authorities; (c) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representative is material and adverse and makes it impracticable or inadvisable to proceed with the offering sale or delivery of the Securities in the manner and on the terms described in the Pricing Disclosure Package or to enforce contracts for the sale of Securities. Any termination pursuant to this Section 10 shall be without liability on the part of (i) the Partnership Parties to any Initial Purchaser, except that the Partnership Parties shall be obligated to reimburse the expenses of the Initial Purchasers pursuant to Sections 4 and 6 hereof, (ii) any Initial Purchaser to the Partnership Parties, or (iii) any party hereto to any other party except that the provisions of Sections 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 11. **Representations and Indemnities to Survive Delivery.** The respective indemnities, agreements, representations, warranties and other statements of the Partnership Parties, their respective officers and the several Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Initial Purchaser, the Partnership Parties or any of their partners, Affiliates, directors, officers, employees, selling agents or any controlling person referred to in Section 8 above, as the case may be, and will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

SECTION 12. **Notices.** All communications hereunder shall be in writing and shall be mailed, hand delivered, couriered or facsimiled and confirmed to the parties hereto as follows:

If to the Initial Purchasers:

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010
Attention: LCD-IBD

with a copy to:

Vinson & Elkins L.L.P.
1001 Fannin, Suite 2500
Houston, Texas 77002
Facsimile: (713) 615-5725
Attention: Sarah K. Morgan

If to the Partnership Parties:

Sunoco GP LLC
555 East Airtex Drive
Houston, Texas 77073
Facsimile: (361) 693-3725
Attention: General Counsel

with a copy to:

Latham & Watkins LLP
811 Main Street, 37 th Floor
Houston, Texas 77002
Facsimile: (713) 546-5401
Attention: Debbie P. Yee

Any party hereto may change the address or facsimile number for receipt of communications by giving written notice to the others.

SECTION 13. **Compliance with USA Patriot Act.** In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Initial Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Partnership Parties, which information may include the name and address of their respective clients, as well as other information that will allow the Initial Purchasers to properly identify their respective clients.

SECTION 14. **Successors.** This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the indemnified parties referred to in Sections 8 and 9 hereof, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term “successors” shall not include any Subsequent Purchaser or other purchaser of the Securities as such from any of the Initial Purchasers merely by reason of such purchase.

SECTION 15. **Authority of the Representative.** Any action by the Initial Purchasers hereunder may be taken by the Representative on behalf of the Initial Purchasers, and any such action taken by the Representative shall be binding upon the Initial Purchasers.

SECTION 16. **Partial Unenforceability.** The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 17. **Governing Law Provisions.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (" **Related Proceedings** ") may be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the " **Specified Courts** "), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding a related judgment, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Related Proceedings in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceedings brought in any Specified Court has been brought in an inconvenient forum.

SECTION 18. **Default of One or More of the Several Initial Purchasers.** If any one or more of the several Initial Purchasers shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on the Closing Date, and the aggregate number of Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Securities to be purchased on such date, the other Initial Purchasers shall be obligated, severally, in the proportions that the number of Securities set forth opposite their respective names on Schedule A hereto bears to the aggregate number of Securities set forth opposite the names of all such non-defaulting Initial Purchasers, or in such other proportions as may be specified by the Initial Purchasers with the consent of the non-defaulting Initial Purchasers, to purchase the Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on the Closing Date. If any one or more of the Initial Purchasers shall fail or refuse to purchase Securities and the aggregate number of Securities with respect to which such default occurs exceeds 10% of the aggregate number of Securities to be purchased on the Closing Date, and arrangements satisfactory to the Initial Purchasers for the purchase of such Securities are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Sections 4, 6, 8 and 9 hereof shall at all times be effective and

shall survive such termination. In any such case the Initial Purchasers shall have the right to postpone the Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Final Offering Memorandum or any other documents or arrangements may be effected.

As used in this Agreement, the term " **Initial Purchaser** " shall be deemed to include any person substituted for a defaulting Initial Purchaser under this Section 18. Any action taken under this Section 18 shall not relieve any defaulting Initial Purchaser from liability in respect of any default of such Initial Purchaser under this Agreement.

SECTION 19. **No Advisory or Fiduciary Responsibility.** Each of the Partnership Parties acknowledges and agrees that: (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Partnership Parties, on the one hand, and the several Initial Purchasers, on the other hand, and the Partnership Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement; (b) in connection with each transaction contemplated hereby and the process leading to such transaction each Initial Purchaser is and has been acting solely as a principal and is not the agent or fiduciary of the Partnership Parties or their respective Affiliates, members, limited partners, stockholders, creditors or employees or any other party; (c) no Initial Purchaser has assumed or will assume an advisory or fiduciary responsibility in favor of the Partnership Parties with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Initial Purchaser has advised or is currently advising the Partnership Parties on other matters) or any other obligation to the Partnership Parties except the obligations expressly set forth in this Agreement; (d) the several Initial Purchasers and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Partnership Parties, and the several Initial Purchasers have no obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship; and (e) the Initial Purchasers have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby, and the Partnership Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Partnership Parties and the several Initial Purchasers, or any of them, with respect to the subject matter hereof. The Partnership Parties hereby waive and release, to the fullest extent permitted by law, any claims that the Partnership Parties may have against the several Initial Purchasers with respect to any breach or alleged breach of fiduciary duty.

SECTION 20. **General Provisions.** This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof. This Agreement may not be amended or modified unless

in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Issuers the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

ISSUERS:

Sunoco LP

By: Sunoco GP LLC,
its general partner

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

Sunoco Finance Corp.

By: /s/ Clare P. McGrory
Name: Clare P. McGrory
Title: Chief Financial Officer and Treasurer

GENERAL PARTNER :

Sunoco GP LLC

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

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Issuers the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

GUARANTORS:

Susser Petroleum Operating Company LLC

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

Sunoco Energy Services LLC

By: Susser Petroleum Operating Company LLC

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

Aloha Petroleum LLC

By: Susser Petroleum Operating Company LLC

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

Southside Oil, LLC

By: Susser Petroleum Operating Company LLC

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

Susser Petroleum Property Company LLC

By: Susser Petroleum Operating Company LLC

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

Mid-Atlantic Convenience Stores, LLC

By: Susser Petroleum Property Company LLC

By: Susser Petroleum Operating Company LLC

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

Aloha Petroleum, Ltd.

By: /s/ Clare P. McGrory
Name: Clare P. McGrory
Title: Vice President and Chief Financial Officer

MACS Retail LLC

By: Mid-Atlantic Convenience Stores, LLC

By: Susser Petroleum Property Company LLC

By: Susser Petroleum Operating Company LLC

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

The foregoing Purchase Agreement is hereby confirmed and accepted by the Initial Purchasers as of the date first above written.

C REDIT S UISSE S ECURITIES (USA) LLC
Acting on behalf of itself and as the Representative of the
several Initial Purchasers

By: Credit Suisse Securities (USA) LLC

By: /s/ Max Lipkind
Name: Max Lipkind
Title: Director

SCHEDULE A

INITIAL PURCHASERS

Initial Purchasers	Aggregate Principal Amount of Securities to be Purchased
Credit Suisse Securities (USA) LLC	$ 207,000,000
BBVA Securities Inc.	45,000,000
Goldman, Sachs & Co.	45,000,000
J.P. Morgan Securities LLC	45,000,000
RBC Capital Markets, LLC	45,000,000
Wells Fargo Securities, LLC	45,000,000
DNB Markets, Inc.	30,000,000
Citigroup Global Markets Inc.	30,000,000
Morgan Stanley & Co. LLC	30,000,000
PNC Capital Markets LLC	30,000,000
UBS Securities LLC	30,000,000
Natixis Securities Americas LLC	18,000,000
Total	$ 600,000,000

SCHEDULE B

LIST OF SUBSIDIARIES

- Sunoco Finance Corp., a Delaware corporation
- Sunoco, LLC, a Delaware limited liability company (31.58% membership interest)
- Susser Petroleum Operating Company LLC, a Delaware limited liability company
- Susser Petroleum Property Company LLC, a Delaware limited liability company
- Sunoco Energy Services LLC, a Texas limited liability company
- Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company
- Southside Oil, LLC, a Virginia limited liability company
- MACS Retail LLC, a Virginia limited liability company
- Aloha Petroleum, Ltd., a Hawaii corporation
- Aloha Petroleum LLC, a Delaware limited liability company

SCHEDULE C

LIST OF JURISDICTIONS OF ORGANIZATION AND FOREIGN QUALIFICATION

Entity	Jurisdiction of Formation	Jurisdiction(s) of Foreign Qualification
Sunoco LP	Delaware	Texas
Sunoco GP LLC	Delaware	Texas
Sunoco Finance Corp.	Delaware	None
Sunoco, LLC	Delaware	Connecticut Maryland Massachusetts Michigan New Hampshire New Jersey New York Pennsylvania Rhode Island South Carolina Virginia Washington, D.C.
Susser Petroleum Operating Company LLC	Delaware	Arkansas Kansas Louisiana New Mexico Oklahoma Texas
Susser Petroleum Property Company LLC	Delaware	Texas
Sunoco Energy Services LLC	Texas	Arkansas Kansas New Mexico Oklahoma
Mid-Atlantic Convenience Stores, LLC	Delaware	Maryland Virginia
Southside Oil, LLC	Virginia	Delaware Georgia Kentucky

		Maryland New Jersey Pennsylvania Tennessee West Virginia
MACS Retail LLC	Virginia	Georgia Tennessee
Aloha Petroleum, Ltd.	Hawaii	None
Aloha Petroleum LLC	Delaware	None

EXHIBIT A

FORM OF PRICING SUPPLEMENT

Sunoco LP
Sunoco Finance Corp.
$600,000,000 5.500% Senior Notes due 2020

July 15, 2015

Term Sheet

Term Sheet dated July 15, 2015 to the Preliminary Offering Memorandum dated July 15, 2015. This Term Sheet is qualified in its entirety by reference to the Preliminary Offering Memorandum. The information in this Term Sheet supplements the Preliminary Offering Memorandum and supersedes the information in the Preliminary Offering Memorandum to the extent it is inconsistent with the information in the Preliminary Offering Memorandum. Capitalized terms used in this Term Sheet but not defined have the meanings given to them in the Preliminary Offering Memorandum.

Issuers	Sunoco LP and Sunoco Finance Corp.
Guarantors	All subsidiaries that guarantee the revolving credit facility and certain future subsidiaries
Title of Securities	5.500% Senior Notes due 2020
Aggregate Principal Amount	$600,000,000
Net Proceeds	$592,500,000
Distribution	144A/Regulation S with registration rights
Maturity Date	August 1, 2020
Issue Price	100.000%
Coupon	5.500%

Yield to Maturity	5.500%
Spread to Benchmark	+384 basis points
Benchmark Treasury	UST 2.000% due July 31, 2020
Interest Payment Dates	February 1 and August 1 of each year, beginning on February 1, 2016
Trade Date	July 15, 2015
Settlement Date	July 20, 2015 (T+3)
Optional Redemption	On or after August 1, 2017, at the following redemption prices (expressed as a percentage of principal amount), plus accrued and unpaid interest, if any, on the Notes redeemed during the twelve-month period indicated beginning on August 1 of the years indicated below: Year — Price 2017 — 102.750% 2018 — 101.375% 2019 — 100.000%
Make-Whole Redemption	Make-whole redemption at Treasury Rate + 50 basis points prior to August 1, 2017
Equity Clawback	Up to 35% prior to August 1, 2017 at 105.500% of principal amount, plus accrued and unpaid interest
Change of Control Put	101% plus accrued and unpaid interest
Ratings*	[Intentionally Omitted]
Joint Book-Running Managers	Credit Suisse Securities (USA) LLC BBVA Securities Inc. DNB Markets, Inc. Goldman, Sachs & Co. J.P. Morgan Securities LLC RBC Capital Markets, LLC Wells Fargo Securities, LLC
Co-Managers	Citigroup Global Markets Inc. Morgan Stanley & Co. LLC Natixis Securities Americas LLC PNC Capital Markets LLC UBS Securities LLC

CUSIP Numbers	Rule 144A: 86765L AB3 Regulation S: U86759 AB0
ISIN Numbers	Rule 144A: US86765LAB36 Regulation S: USU86759AB02
Denominations	Minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof

All information (including financial information) presented in the Preliminary Offering Memorandum is deemed to have changed to the extent affected by the changes described herein.

This material is strictly confidential and has been prepared by the Issuers solely for use in connection with the proposed offering of the securities described in the Preliminary Offering Memorandum. This material is personal to each offeree and does not constitute an offer to any other person or the public generally to subscribe for or otherwise acquire the securities. Please refer to the Preliminary Offering Memorandum for a complete description.

The securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered only to (1) "qualified institutional buyers" as defined in Rule 144A under the Securities Act and (2) outside the United States to non-U.S. persons in compliance with Regulation S under the Securities Act, and this communication is only being distributed to such persons.

This communication is not an offer to sell the securities and it is not a solicitation of an offer to buy the securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

*** A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.**

Any disclaimers or notices that may appear on this Term Sheet below the text of this legend are not applicable to this Term Sheet and should be disregarded. Such disclaimers may have been electronically generated as a result of this Term Sheet having been sent via, or posted on, Bloomberg or another electronic mail system.

EXHIBIT B-1

FORM OF OPINION OF LATHAM & WATKINS LLP

1. The Partnership is a limited partnership under the DRULPA, with limited partnership power and authority to own its properties and to conduct its business as described in the Pricing Disclosure Package and the Offering Memorandum. With your consent, based solely on certificates from public officials, we confirm that the Partnership is validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the States set forth opposite its name on Annex B hereto.

2. Finance Corp. is a corporation under the DGCL, with corporate power and authority to own its properties and to conduct its business as described in the Pricing Disclosure Package and the Offering Memorandum. With your consent, based solely on certificates from public officials, we confirm that Finance Corp. is validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the States set forth opposite its name on Annex B hereto.

3. Each of the Delaware Guarantors is a limited liability company under the DLLCA, with limited liability company power and authority to own its properties and to conduct its business as described in the Pricing Disclosure Package and the Offering Memorandum. With your consent, based solely on certificates from public officials, we confirm that each of the Delaware Guarantors is validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the States set forth opposite its name on Annex B hereto.

4. Each of the Texas Guarantors is a limited liability company under the TBOC, with limited liability company power and authority to own its properties and to conduct its business as described in the Pricing Disclosure Package and the Offering Memorandum. With your consent, based solely on certificates from public officials, we confirm that each of the Texas Guarantors is validly existing and in good standing under the laws of the State of Texas and is qualified to do business in the States set forth opposite its name on Annex B hereto.

5. The Purchase Agreement has been duly authorized by all necessary limited partnership, corporate and limited liability company action, as applicable, of each Issuer and each Specified Guarantor, and has been duly executed and delivered by each Issuer and each Specified Guarantor.

6. The Indenture has been duly authorized by all necessary limited partnership and corporate action, as applicable, of each Issuer, has been duly executed and delivered by each Issuer and is the legally valid and binding agreement of each Issuer, enforceable against each Issuer in accordance with its terms.

7. The Indenture and the Guarantees contained in the Indenture have been duly authorized by all necessary limited liability company action of each of the Specified Guarantors and constitute legally valid and binding agreements of each of the Guarantors, enforceable against each of them in accordance with its terms.

8. The Notes have been duly authorized by all necessary limited partnership and corporate action, as applicable, of each Issuer and, when executed, issued and authenticated in accordance with the terms of the Indenture and delivered and paid for in accordance with the terms of the Purchase Agreement, will be legally valid and binding obligations of each Issuer, enforceable against each Issuer in accordance with their terms.

9. The execution, delivery and performance of the Registration Rights Agreement have been duly authorized by all necessary limited partnership, corporate and limited liability company action, as applicable, of each Issuer and each Specified Guarantor, has been duly executed and delivered by each Issuer and each Specified Guarantor, and is the legally valid and binding agreement of each Issuer and each Guarantor, enforceable against each Issuer and each Guarantor in accordance with its terms.

10. The Issuers' new 5.500% Senior Notes due 2020 (the "***Exchange Notes***"), and the guarantees thereof by the Guarantors pursuant to the Indenture, to be issued in exchange for the Notes and the Guarantees pursuant to the registered exchange offer contemplated by the Registration Rights Agreement have been duly authorized by all necessary limited partnership, corporate or limited liability company action, as applicable, of each Issuer and each Specified Guarantor and, when executed, issued and authenticated (in the case of the Exchange Notes) and issued (in the case of the guarantees of the Exchange Notes) in accordance with the terms of the Indenture and delivered in accordance with the terms of the registered exchange offer contemplated by the Registration Rights Agreement, will be legally valid and binding obligations of each Issuer and each Guarantor, enforceable against each Issuer and each Guarantor in accordance with their terms.

11. The execution and delivery of the Purchase Agreement, the Indenture and the Registration Rights Agreement, and the issuance and sale of the Notes and the Guarantees by the Issuers and the Specified Guarantors to you and the application of the net proceeds therefrom by the Partnership as described in the Pricing Disclosure Package and the Offering Memorandum, and assuming the issuance and exchange of the Exchange Notes and the guarantees of the Exchange Notes occurred on the date hereof in accordance with the terms of the Indenture and the Registration Rights Agreement, such issuance and exchange of the Exchange Notes and the guarantees of the Exchange Notes, do not on the date hereof:

    (i) violate the provisions of the Governing Documents;

    (ii) result in the breach of or a default under any of the Specified Agreements;

    (iii) violate any federal, New York or Texas statute, rule or regulation applicable to the Issuers and the Specified Guarantors or the DGCL, DLLCA or DRULPA; or

    (iv) require any consents, approvals, or authorizations to be obtained by the Issuers or the Specified Guarantors from, or any registrations, declarations or filings to be made by the Issuers or the Specified Guarantors with, any governmental authority under any federal, New York or Texas statute, rule or regulation applicable to the Issuers and the Specified Guarantors or the DGCL, DLLCA or DRULPA on or prior to the date hereof that have not been obtained or made.

12. The statements in the Pricing Disclosure Package and the Offering Memorandum under the caption "Description of Notes," insofar as they purport to describe or summarize certain provisions of the Notes, the Guarantees or the Indenture, and under the captions "Description of Other Indebtedness," insofar as they purport to describe or summarize certain provisions of the documents referred to therein, are accurate summaries or descriptions in all material respects.

13. Each Issuer and Guarantor is not, and immediately after giving effect to the sale of the Notes in accordance with the Purchase Agreement and the application of the proceeds as described in the Pricing Disclosure Package and the Offering Memorandum under the caption "Use of Proceeds," will not be required to be, registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

14. No registration of the Notes or the Guarantees under the Securities Act of 1933, as amended, and no qualification of the Indenture under the Trust Indenture Act of 1939, as amended, is required for the purchase of the Notes by you or the initial resale of the Notes by you, in each case, in the manner contemplated by the Purchase Agreement and the Offering Memorandum. We express no opinion, however, as to when or under what circumstances any Notes initially sold by you may be reoffered or resold.

Annex C

Specified Agreements

1. Credit Agreement among Susser Petroleum Partners LP, as the Borrower, the lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Collateral Agent, Swingline Lender and an LC Issuer, dated September 25, 2014
2. Unit Purchase Agreement by and among Catterton Aggregating, LLC, the unitholders of the company signatory from time to time party thereto, Steven M. Uphoff, MACS Holdings, LLC, and the other signatories from time to time party thereto, dated June 23, 2010
3. Amendment to Unit Purchase Agreement, by and among Catterton Aggregating, LLC, Uphoff Holdco, LLC, Uppy's Holdco, Inc., Steven M. Uphoff and Linda G. Uphoff, MACS Holdings, LLC and each of the Uphoff Real Estate Holders from time to time party thereto, dated March 27, 2012
4. Second Amendment to Unit Purchase Agreement, by and among Catterton Aggregating, LLC, Uphoff Holdco, LLC, Uppy's Holdco, LLC, Uppy's Holdco, Inc., Steven M. Uphoff and Linda G. Uphoff, MACS Holdings, LLC and each of the Uphoff Real Estate Holders from time to time party thereto, dated December 21, 2012
5. Omnibus Agreement by and among Susser Petroleum Partners LP, Susser Petroleum Partners GP LLC and Susser Holdings Corporation, dated September 25, 2012
6. Transportation Agreement between Susser Petroleum Operating Company LLC and Susser Petroleum Company LLC, dated September 25, 2012
7. Unbranded Supply Agreement, dated July 28, 2006, by and between Susser Petroleum Company, LP and Valero Marketing and Supply Company, L.P., as assigned to Susser Petroleum Operating Company LLC on September 25, 2012
8. Fuel Distribution Agreement by and among Susser Petroleum Operating Company LLC, Susser Holdings Corporation, Stripes LLC and Susser Petroleum Company LLC, dated September 25, 2012
9. Branded Motor Fuel Marketer Agreement between Susser Petroleum Operating Co. LLC and Chevron Products Company effective May 1, 2014
10. Unbranded Supply Agreement, dated July 28, 2006, by and between Susser Petroleum Company, LP and Valero Marketing and Supply Company, L.P., and assigned to Susser Petroleum Operating Company LLC on September 25, 2012
11. Branded Distributor Marketing Agreement (Valero Brand) dated July 28, 2006, by and between Valero Marketing and Supply Company and Susser Petroleum Company, LP, and assigned to Susser Petroleum Operating Company LLC on September 25, 2012

12. Branded Distributor Marketing Agreement (Shamrock Brand) dated July 28, 2006, by and between Valero Marketing and Supply Company and Susser Petroleum Company, LP, and assigned to Susser Petroleum Operating Company LLC on September 25, 2012

13. Master Agreement, dated July 28, 2006, by and between Valero Marketing and Supply Company and Susser Petroleum Company, LP, and assigned to Susser Petroleum Operating Company LLC on September 25, 2012, as amended

FORM OF 10B-5 LETTER OF LATHAM & WATKINS LLP

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial or quantitative information. Therefore, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in or incorporated by reference in the Preliminary Offering Memorandum, the Pricing Supplement, the Offering Memorandum or the Incorporated Documents (except to the extent expressly set forth in numbered paragraph 12 of our letter to you of even date or in our letter to you of even date with respect to certain tax matters), and have not made an independent check or verification thereof (except as aforesaid). However, in the course of acting as special counsel to the Issuers and the Guarantors in connection with the preparation by the Issuers and the Guarantors of the Preliminary Offering Memorandum, the Pricing Supplement and the Offering Memorandum, we reviewed the Preliminary Offering Memorandum, the Pricing Supplement, the Offering Memorandum and the Incorporated Documents, and participated in conferences and telephone conversations with officers and other representatives of the Issuers and the Guarantors, the independent public accountants for the Issuers and the Guarantors, and your counsel, during which conferences and conversations the contents of the Preliminary Offering Memorandum, the Pricing Supplement, the Offering Memorandum and portions of certain of the Incorporated Documents and related matters were discussed. We also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants, and oral and written statements of officers and other representatives of the Issuers, the Guarantors, the general partner of the Partnership and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review and reliance as described above, we advise you that no facts came to our attention that caused us to believe that:

- the Preliminary Offering Memorandum, as of [●]:00 [a.m.] [p.m.], New York City time, on July [●], 2015 (together with the Incorporated Documents at that date), when taken together with the Pricing Supplement, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or
- the Offering Memorandum, as of its date or as of the date hereof (together with the Incorporated Documents at those dates), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

it being understood that we express no belief with respect to the financial statements, financial statement schedules, or other financial data included or incorporated by reference in, or omitted from, the Preliminary Offering Memorandum, the Pricing Supplement, the Offering Memorandum or the Incorporated Documents.

EXHIBIT B-3

FORM OF TAX OPINION OF LATHAM & WATKINS LLP

Based on such facts and subject to the qualifications, assumptions and limitations set forth herein and in the Pricing Disclosure Package and Offering Memorandum, we hereby confirm that the statements in the Pricing Disclosure Package and Offering Memorandum under the caption "Certain Material United States Federal Income Tax Consequences," insofar as such statements purport to constitute summaries of United States federal income tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of the matters described therein in all material respects.

FORM OF OPINION OF KAUFMAN & CANOLES, P.C.

1. Based solely upon the SCC Certificates, each of the Virginia Subsidiaries is a validly existing limited liability company under the laws of the Commonwealth of Virginia.

2. Each of the Virginia Subsidiaries has the limited liability company power and authority under its Organizational Documents, and under applicable limited liability company law, to own, lease, and operate its properties and to conduct its business.

3. The Purchase Agreement has been duly authorized by all necessary limited liability company action of each of the Virginia Subsidiaries and has been duly executed and delivered by each of the Virginia Subsidiaries.

4. Each of the Indenture and the Guarantees has been duly authorized by all necessary limited liability company action of each of the Virginia Subsidiaries and has been duly executed and delivered by each of the Virginia Subsidiaries.

5. The Registration Rights Agreement has been duly authorized by all necessary limited liability company action of each of the Virginia Subsidiaries and has been duly executed and delivered by each of the Virginia Subsidiaries.

6. The issuance of the Exchange Guarantees in exchange for the Guarantees pursuant to the registered exchange offer contemplated by the Registration Rights Agreement has been duly authorized by all necessary limited liability company action of each of the Virginia Subsidiaries.

7. The execution and delivery of the Purchase Agreement, the Indenture and the Registration Rights Agreement, the issuance and sale of the Guarantees by the Virginia Subsidiaries to you and, assuming the issuance and exchange of the guarantees of the Exchange Notes pursuant to the registered offer contemplated by the Registration Rights Agreement occurred on the date hereof in accordance with the terms of the Indenture and the Registration Rights Agreement, such issuance and exchange of the guarantees of the Exchange Notes, do not on the date hereof:

   i. violate the provisions of the Organizational Documents;

   ii. violate any Virginia statute, rule or regulation applicable to the Virginia Subsidiaries limited liability company law, or

   iii. require any consents, approvals or authorizations to be obtained by the Virginia Subsidiaries from, or any registrations, declarations or filings to be made by the Virginia Subsidiaries with, any governmental authority under any Virginia statute, rule or regulation applicable to the Virginia Subsidiaries on or prior to the date hereof that have not been obtained or made.

EXHIBIT B-5

FORM OF OPINION OF CADES SCHUTTE LLP

1. The Hawaii Guarantor is a validly existing corporation under the laws of the State of Hawaii.

2. The Hawaii Guarantor has the corporate power and authority under its Articles of Incorporation and Bylaws, and under applicable corporate law, to own, lease, and operate its properties and to conduct its business.

3. The Purchase Agreement has been duly authorized by all necessary corporate action of the Hawaii Guarantor and has been duly executed and delivered by the Hawaii Guarantor.

4. Each of the Indenture and the Notations of Guarantee has been duly authorized by all necessary corporate action of the Hawaii Guarantor and has been duly executed and delivered by the Hawaii Guarantor.

5. The Registration Rights Agreement has been duly authorized by all necessary corporate action of the Hawaii Guarantor and has been duly executed and delivered by the Hawaii Guarantor.

6. The exchange guarantee (the " Exchange Guarantee ") to be issued in exchange for the Guarantee pursuant to the registered exchange offer contemplated by the Registration Rights Agreement (the " Registered Exchange Offer ") has been duly authorized by all necessary corporate action of the Hawaii Guarantor.

7. The execution and delivery of the Purchase Agreement, the Indenture, and the Registration Rights Agreement, the issuance of the Guarantee by the Hawaii Guarantor to you and, assuming the issuance of the Exchange Notes (as defined in the Purchase Agreement) and the Exchange Guarantee pursuant to the Registered Exchange Offer occurred on the date hereof in accordance with the terms of the Indenture and the Registration Rights Agreement, such issuance and exchange of the Exchange Guarantee, do not on the date hereof: (a) violate the Articles of Incorporation, as amended, and the Bylaws of the Hawaii Guarantor; (b) violate any provision of any Hawaii statutory law or regulation applicable to the Hawaii Guarantor; or (c) require any consents, approvals or authorizations to be obtained by the Hawaii Guarantor from, or any registrations, declarations or filings to be made by the Hawaii Guarantor with, any governmental authority under any Hawaii statutory law or regulation applicable to the Hawaii Guarantor on or prior to the date hereof that have not been obtained or made.

Resale Pursuant to Regulation S or Rule 144A . Each Initial Purchaser understands that:

Such Initial Purchaser agrees that it has not offered or sold and will not offer or sell the Securities in the United States or to, or for the benefit or account of, a U.S. person (other than a distributor), in each case, as defined in Rule 902 of Regulation S (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering of the Securities pursuant hereto and the Closing Date, other than in accordance with Regulation S or another exemption from the registration requirements of the Securities Act. Such Initial Purchaser agrees that, during such 40-day restricted period, it will not cause any advertisement with respect to the Securities (including any "tombstone" advertisement) to be published in any newspaper or periodical or posted in any public place and will not issue any circular relating to the Securities, except such advertisements as are permitted by and include the statements required by Regulation S.

Such Initial Purchaser agrees that, at or prior to confirmation of a sale of Securities by it to any distributor, dealer or person receiving a selling concession, fee or other remuneration during the 40-day restricted period referred to in Rule 903 of Regulation S, it will send to such distributor, dealer or person receiving a selling concession, fee or other remuneration a confirmation or notice to substantially the following effect:

> "The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of your distribution at any time or (ii) otherwise until 40 days after the later of the date the Securities were first offered to persons other than distributors in reliance upon Regulation S and the Closing Date, except in either case in accordance with Regulation S under the Securities Act (or in accordance with Rule 144A under the Securities Act or to accredited investors in transactions that are exempt from the registration requirements of the Securities Act), and in connection with any subsequent sale by you of the Securities covered hereby in reliance on Regulation S under the Securities Act during the period referred to above to any distributor, dealer or person receiving a selling concession, fee or other remuneration, you must deliver a notice to substantially the foregoing effect. Terms used above have the meanings assigned to them in Regulation S under the Securities Act."

Exhibit 5.1

ANDREWS KURTH LLP
ATTORNEYS

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

July 17, 2015

Sunoco LP
555 East Airtex Drive
Houston, Texas 77073

Ladies and Gentlemen:

We have acted as special counsel to Sunoco LP, a Delaware limited partnership (the " Partnership "), in connection with an offering and sale by the Partnership of common units representing limited partner interests in the Partnership (" Common Units "). Such offering and sale have been registered with the United States Securities and Exchange Commission (the " SEC "), pursuant to the Partnership's registration statement on Form S-3 (Registration No. 333-203965), which automatically became effective upon filing with the SEC on May 7, 2015 (the " Registration Statement ").

The Partnership has conducted such offering of up to 6,325,000 Common Units on a firm commitment underwritten basis, pursuant to (i) its prospectus dated May 7, 2015 included in the Registration Statement, as supplemented by its prospectus supplement dated July 15, 2015 (the " Prospectus Supplement ") filed with the SEC on July 17, 2015 and (ii) the Underwriting Agreement dated July 15, 2015 (the " Underwriting Agreement ") by and between the Partnership and Morgan Stanley & Co. LLC, as representative of the several underwriters named therein (the " Underwriters "). Pursuant to the Underwriting Agreement, the Partnership is selling to the Underwriters 5,500,000 Common Units (the " Firm Securities ") and has granted an option to the Underwriters to purchase up to an additional 825,000 Common Units (the " Option Securities "). The Firm Securities and the Option Securities are collectively referred to herein as the " Securities ."

In rendering the opinions set forth herein, we have read and examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such records of the Partnership and of Sunoco GP LLC, a Delaware limited liability company and the general partner of the Partnership (the " General Partner "), and such agreements, certificates of public officials, certificates of officers or other representatives of the such entities and others, and such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinions set forth herein. In our examination, we have assumed, without independent investigation (a) the genuineness of the signatures on all documents that we have examined, (b) the legal capacity of all natural persons, (c) the authenticity of all documents supplied to us as originals, (d) the conformity to the authentic originals of all documents supplied to us as certified, photostatic or faxed copies and (e) the authenticity of the originals of such latter documents. We have also assumed that all Securities sold pursuant to the Underwriting Agreement will be issued and sold in the manner described in the Prospectus Supplement and in accordance with the terms of the Underwriting Agreement.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that when any of the Securities have been issued and delivered against payment therefor in accordance with the terms of the Underwriting Agreement, (a) such Securities will be validly issued and (b) purchasers of such Securities will have no obligation, solely by reason of their ownership of such Securities, to make any contributions to the Partnership or any further payments for their purchase of such Securities, and such purchasers will have no personal liability, solely by reason of their ownership of such Securities, to creditors of the Partnership for any of its debts, liabilities or other obligations.

Our opinion expressed herein are limited to the Delaware Revised Uniform Limited Partnership Act and the Delaware Limited Liability Company Act, and we express no opinion as to the laws of any other jurisdiction.

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

Very truly yours,

/s/ Andrews Kurth LLP

Exhibit 8.1

ANDREWS
ATTORNEYS KURTH LLP

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

July 17, 2015

Sunoco LP
555 East Airtex Drive
Houston, Texas 77073

Ladies and Gentlemen:

We have acted as counsel to Sunoco LP, a Delaware limited partnership (the "Partnership"), in connection with the proposed offering by the Partnership of 5,500,000 common units representing limited partner interests in the Partnership ("Common Units") pursuant to the Prospectus Supplement, dated July 15, 2015 (the "Prospectus Supplement"), forming part of the Registration Statement on Form S-3, filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), by the Partnership on May 7, 2015, which became effective automatically upon filing with the Commission (the "Registration Statement"). In connection therewith, we have participated in the preparation of the discussion (the "Discussion") set forth under the caption "Material Tax Considerations" in the Prospectus Supplement.

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

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

This opinion letter is limited to the matters set forth herein, and no opinions are intended to be implied or may be inferred beyond those expressly stated herein. Our opinion is rendered as of the date hereof and we assume no obligation to update or supplement this opinion or any

matter related to this opinion to reflect any change of fact, circumstances, or law after the date hereof. In addition, our opinion is based on the assumption that the matter will be properly presented to the applicable court.

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

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

Very truly yours,

/s/ Andrews Kurth LLP

News Release

Sunoco LP Announces Public Offering of Common Units Representing Limited Partner Interests

HOUSTON, Texas, July 15, 2015 - Sunoco LP (NYSE: SUN) (the "Partnership") today announced that it has commenced a registered underwritten public offering of 5,500,000 common units representing limited partner interests in the Partnership, pursuant to an effective shelf registration statement on Form S-3 previously filed with the Securities and Exchange Commission (the "SEC"). The Partnership expects to grant the underwriters a 30-day option to purchase up to 825,000 additional common units. The Partnership intends to use the net proceeds from the offering, and from the underwriters' exercise of their option to purchase additional common units, if applicable, to repay borrowings outstanding under its revolving credit facility and for general partnership purposes. The Partnership intends to use borrowings under its revolving credit facility, along with the net proceeds from the concurrent private placement of $500 million of aggregate principal amount of senior notes due 2020, to fund the cash consideration in its pending acquisition of 100% of the issued and outstanding shares of Susser Holdings Corporation.

Morgan Stanley, BofA Merrill Lynch, UBS Investment Bank, Wells Fargo Securities, Citigroup, Credit Suisse, Deutsche Bank Securities, Goldman, Sachs & Co., Jefferies, J.P. Morgan, Raymond James, RBC Capital Markets and Baird are acting as joint book-running managers of the offering. Ladenburg Thalmann is acting as co-manager of the offering.

The offering may be made only by means of a prospectus supplement and accompanying base prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended. A copy of the prospectus supplement and accompanying base prospectus meeting such requirements may be obtained from:

Morgan Stanley
Attn: Prospectus Department
180 Varick Street, 2nd Floor
New York, NY 10014

BofA Merrill Lynch
222 Broadway, New York, NY 10038
Attn: Prospectus Department
Email: dg.prospectus_requests@baml.com

UBS Investment Bank
Attn: Prospectus Department
1285 Avenue of the Americas
New York, NY 10019
(888) 827-7275

Wells Fargo Securities
Attn: Equity Syndicate Dept.
375 Park Avenue, New York, NY 10152
Telephone: 1-800-326-5897
Email: cmclientsupport@wellsfargo.com

Citigroup
c/o Broadridge Financial Solutions
1155 Long Island Avenue
Edgewood, NY 11717
Telephone: (800) 831-9146
Email: prospectus@citi.com

Credit Suisse
Attn: Prospectus Department
One Madison Avenue
New York, NY 10010
Email: newyork.prospectus@credit-suisse.com
Telephone: 1 (800) 221-1037

Deutsche Bank Securities
Attn: Prospectus Group
60 Wall Street
New York, NY 10005-2836
(800) 503-4611
prospectus.cpdg@db.com

Goldman, Sachs & Co.
Prospectus Department
200 West Street
New York, NY 10282
Telephone: 1-866-471-2526
Email: prospectus-ny@ny.email.gs.com

Jefferies
Attn: Equity Syndicate Prospectus Department
520 Madison Avenue, 2nd Floor
New York, NY 10022
Telephone: (877) 547-6340
Email: prospectus_department@jefferies.com

J.P. Morgan
Attn: Broadridge Financial Solutions
1155 Long Island Avenue
Edgewood, NY 11717
Phone: (866) 803-9204

Raymond James
880 Carillon Parkway
St. Petersburg, Florida 33716
(800) 248-8863
prospectus@raymondjames.com

RBC Capital Markets
ATTN: Equity Syndicate
Three World Financial Center
200 Vesey St., 8th Floor
New York, NY 10281-8089
Phone: (877) 822-4089
Email: equityprospectus@rbccm.com

Robert W. Baird & Co. Inc.
Attention: Syndicate Department
777 E. Wisconsin Avenue
Milwaukee, WI 53202
Telephone: 800-792-2473
Email: syndicate@rwbaird.com

You may also obtain these documents for free, when they are available, by visiting the SEC's website at www.sec.gov.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Sunoco LP

Sunoco LP (NYSE: SUN) is a master limited partnership (MLP) that primarily distributes motor fuel to convenience stores, independent dealers, commercial customers and distributors. SUN also operates more than 150 convenience stores and retail fuel sites. SUN conducts its business through wholly owned subsidiaries, as well as through its 31.58 percent interest in Sunoco, LLC, in partnership with an affiliate of its parent company, Energy Transfer Partners. While primarily engaged in natural gas, natural gas liquids, crude oil and refined products transportation, ETP also operates a retail and fuel distribution business through its interest in Sunoco, LLC, as well as wholly owned subsidiaries, Sunoco, Inc. and Stripes LLC that operate approximately 1,100 convenience stores and retail fuel sites.

Cautionary Statement Relevant to Forward-Looking Information

This press release includes forward-looking statements regarding future events. These forward-looking statements are based on the Partnership's current plans and expectations and involve a numbers of risks and uncertainties that could cause actual results and events to vary materially from the results and events anticipated or implied by such forward-looking statements. For a further discussion of these risks and uncertainties, please refer to the "Risk Factors" section of the prospectus supplement and accompanying base prospectus. While the Partnership may elect to update these forward-looking statements at some point in the future, it specifically disclaims any obligation to do so, even if new information becomes available in the future.

CONTACT:

Investors:

Scott Grischow
Director - Investor Relations and Treasury
(361) 884-2463, scott.grischow@sunoco.com

Anne Pearson
Dennard-Lascar Associates, LLC
(210) 408-6321, apearson@dennardlascar.com

Media :

Jeff Shields, Communications Manager
(215) 977-6056, jpshields@sunocoinc.com

Jessica Davila-Burnett, Public Relations Director
(361) 654-4882, jessica.davila-burnett@sunoco.com

# # #

News Release

Sunoco LP Announces Pricing of Public Offering of Common Units Representing Limited Partner Interests

HOUSTON, Texas, July 15, 2015 - Sunoco LP (NYSE: SUN) (the "Partnership") today announced that it has priced its registered underwritten public offering of 5,500,000 common units representing limited partner interests in the Partnership, pursuant to an effective shelf registration statement on Form S-3 previously filed with the Securities and Exchange Commission (the "SEC") at $40.10 per common unit. The offering is expected to close on or about July 21, 2015. The Partnership granted the underwriters a 30-day option to purchase up to 825,000 additional common units. The Partnership intends to use the net proceeds from the offering, and from the underwriters' exercise of their option to purchase additional common units, if applicable, to repay borrowings outstanding under its revolving credit facility and for general partnership purposes. The Partnership intends to use borrowings under its revolving credit facility, along with the net proceeds from the concurrent private placement of $600 million of aggregate principal amount of senior notes due 2020, to fund the cash consideration in its pending acquisition of 100% of the issued and outstanding shares of Susser Holdings Corporation.

Morgan Stanley, BofA Merrill Lynch, UBS Investment Bank, Wells Fargo Securities, Baird, Citigroup, Credit Suisse, Deutsche Bank Securities, Goldman, Sachs & Co., Jefferies, J.P. Morgan, Raymond James and RBC Capital Markets are acting as joint book-running managers of the offering. Ladenburg Thalmann is acting as co-manager of the offering.

The offering may be made only by means of a prospectus supplement and accompanying base prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended. A copy of the prospectus supplement and accompanying base prospectus meeting such requirements may be obtained from:

Morgan Stanley
Attn: Prospectus Department
180 Varick Street, 2nd Floor
New York, NY 10014

BofA Merrill Lynch
222 Broadway, New York, NY 10038
Attn: Prospectus Department
Email: dg.prospectus_requests@baml.com

UBS Investment Bank
Attn: Prospectus Department
1285 Avenue of the Americas
New York, NY 10019
(888) 827-7275

Wells Fargo Securities
Attn: Equity Syndicate Dept.
375 Park Avenue, New York, NY 10152
Telephone: 1-800-326-5897
Email: cmclientsupport@wellsfargo.com

Citigroup
c/o Broadridge Financial Solutions
1155 Long Island Avenue
Edgewood, NY 11717
Telephone: (800) 831-9146
Email: prospectus@citi.com

Credit Suisse
Attn: Prospectus Department
One Madison Avenue
New York, NY 10010
Email: newyork.prospectus@credit-suisse.com
Telephone: 1 (800) 221-1037

Deutsche Bank Securities
Attn: Prospectus Group
60 Wall Street
New York, NY 10005-2836
(800) 503-4611
prospectus.cpdg@db.com

Goldman, Sachs & Co.
Prospectus Department
200 West Street
New York, NY 10282
Telephone: 1-866-471-2526
Email: prospectus-ny@ny.email.gs.com

Jefferies
Attn: Equity Syndicate Prospectus Department
520 Madison Avenue, 2nd Floor
New York, NY 10022
Telephone: (877) 547-6340
Email: prospectus_department@jefferies.com

J.P. Morgan
Attn: Broadridge Financial Solutions
1155 Long Island Avenue
Edgewood, NY 11717
Phone: (866) 803-9204

Raymond James
880 Carillon Parkway
St. Petersburg, Florida 33716
(800) 248-8863
prospectus@raymondjames.com

RBC Capital Markets
ATTN: Equity Syndicate
Three World Financial Center
200 Vesey St., 8th Floor
New York, NY 10281-8089
Phone: (877) 822-4089
Email: equityprospectus@rbccm.com

Robert W. Baird & Co. Inc.
Attention: Syndicate Department
777 E. Wisconsin Avenue
Milwaukee, WI 53202
Telephone: 800-792-2473
Email: syndicate@rwbaird.com

You may also obtain these documents for free, when they are available, by visiting the SEC's website at www.sec.gov.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Sunoco LP

Sunoco LP (NYSE: SUN) is a master limited partnership (MLP) that primarily distributes motor fuel to convenience stores, independent dealers, commercial customers and distributors. SUN also operates more than 150 convenience stores and retail fuel sites. SUN conducts its business through wholly owned subsidiaries, as well as through its 31.58 percent interest in Sunoco, LLC, in partnership with an affiliate of its parent company, Energy Transfer Partners. While primarily engaged in natural gas, natural gas liquids, crude oil and refined products transportation, ETP also operates a retail and fuel distribution business through its interest in Sunoco, LLC, as well as wholly owned subsidiaries, Sunoco, Inc. and Stripes LLC that operate approximately 1,100 convenience stores and retail fuel sites.

Cautionary Statement Relevant to Forward-Looking Information

This press release includes forward-looking statements regarding future events. These forward-looking statements are based on the Partnership's current plans and expectations and involve a numbers of risks and uncertainties that could cause actual results and events to vary materially from the results and events anticipated or implied by such forward-looking statements. For a further discussion of these risks and uncertainties, please refer to the "Risk Factors" section of the prospectus supplement and accompanying base prospectus. While the Partnership may elect to update these forward-looking statements at some point in the future, it specifically disclaims any obligation to do so, even if new information becomes available in the future.

CONTACT:

Investors:

Scott Grischow
Director - Investor Relations and Treasury
(361) 884-2463, scott.grischow@sunoco.com

Anne Pearson
Dennard-Lascar Associates, LLC
(210) 408-6321, apearson@dennardlascar.com

Media :

Jeff Shields, Communications Manager
(215) 977-6056, jpshields@sunocoinc.com

Jessica Davila-Burnett, Public Relations Director
(361) 654-4882, jessica.davila-burnett@sunoco.com

# # #

News Release

Sunoco LP Announces Private Offering of Senior Notes Due 2020

HOUSTON , July 15, 2015 - Sunoco LP (NYSE: SUN) ("Sunoco") today announced a private offering of $500 million of senior notes due 2020 (the "notes"). Sunoco Finance Corp., a wholly owned direct subsidiary of Sunoco, will serve as co-issuer of the notes. Sunoco intends to use the net proceeds from the offering, together with borrowings under its revolving credit facility, to fund the cash consideration for its acquisition of all of the issued and outstanding shares of capital stock of Susser Holdings Corporation (the "Acquisition") from two wholly owned subsidiaries of Energy Transfer Partners, L.P. (NYSE: ETP).

The offering of the notes has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and, unless so registered, the notes may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

This press release is neither an offer to sell nor a solicitation of an offer to buy the notes or any other securities and shall not constitute an offer to sell or a solicitation of an offer to buy, or a sale of, the notes or any other securities in any jurisdiction in which such offer, solicitation or sale is unlawful.

About Sunoco LP

Sunoco LP is a master limited partnership (MLP) that primarily distributes motor fuel to convenience stores, independent dealers, commercial customers and distributors. Sunoco also operates more than 150 convenience stores and retail fuel sites. Sunoco's general partner is a wholly owned subsidiary of ETP. Sunoco conducts its business through wholly owned subsidiaries, as well as through its 31.58 percent interest in Sunoco, LLC, in partnership with an affiliate of ETP. While primarily engaged in natural gas, natural gas liquids, crude oil and refined products transportation, ETP also operates a retail and fuel distribution business through its interest in Sunoco, LLC and its wholly owned subsidiary, Sunoco, Inc.

Cautionary Statement Relevant to Forward-Looking Information

This press release includes forward-looking statements regarding future events. These forward-looking statements are based on Sunoco's current plans and expectations and involve a numbers of risks and uncertainties that could cause actual results and events to vary materially from the results and events anticipated or implied by such forward-looking statements. For a further discussion of these risks and uncertainties, please refer to the "Risk Factors" section of Sunoco's most recently filed annual report on

Form 10-K, Form 10-Q and in other filings made by Sunoco with the Securities and Exchange Commission. While Sunoco may elect to update these forward-looking statements at some point in the future, it specifically disclaims any obligation to do so, even if new information becomes available in the future.

Contacts

Investors:

Scott Grischow
Director – Investor Relations and Treasury
(361) 884-2463, scott.grischow@sunoco.com

Anne Pearson
Dennard-Lascar Associates
(210) 408-6321, apearson@dennardlascar.com

Media:

Jeff Shields, Communications Manager
(215) 977-6056, jpshields@sunocoinc.com

Jessica Davila-Burnett, Public Relations Director
(361) 654-4882, jessica.davila-burnett@sunoco.com

# # #

News Release

Sunoco LP Announces Upsizing and Pricing of Private Offering of Senior Notes Due 2020

HOUSTON , July 15, 2015 - Sunoco LP (NYSE: SUN) ("Sunoco") today announced that it has priced at 100% an upsized private offering of $600 million in aggregate principal amount of 5.5% senior notes due 2020 (the "notes"). This represents a $100 million increase in the original offering amount. Sunoco Finance Corp., a wholly owned direct subsidiary of Sunoco, will serve as co-issuer of the notes. The sale of the notes is expected to settle on July 20, 2015, subject to the satisfaction of customary closing conditions. Net proceed are expected to total $592,500,000.

Sunoco intends to use the net proceeds from the offering, together with borrowings under its revolving credit facility, to fund the cash consideration for its acquisition of 100% of Susser Holdings Corporation from Energy Transfer Partners, L.P. (NYSE: ETP).

The offering of the notes has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and, unless so registered, the notes may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

This press release is neither an offer to sell nor a solicitation of an offer to buy the notes or any other securities and shall not constitute an offer to sell or a solicitation of an offer to buy, or a sale of, the notes or any other securities in any jurisdiction in which such offer, solicitation or sale is unlawful.

About Sunoco LP

Sunoco LP (NYSE: SUN) is a master limited partnership (MLP) that primarily distributes motor fuel to convenience stores, independent dealers, commercial customers and distributors. SUN also operates more than 150 convenience stores and retail fuel sites. SUN conducts its

business through wholly owned subsidiaries, as well as through its 31.58 percent interest in Sunoco, LLC, in partnership with an affiliate of its parent company, Energy Transfer Partners. While primarily engaged in natural gas, natural gas liquids, crude oil and refined products transportation, ETP also operates a retail and fuel distribution business through its interest in Sunoco, LLC, as well as wholly owned subsidiaries, Sunoco, Inc. and Stripes LLC that operate approximately 1,100 convenience stores and retail fuel sites.

Cautionary Statement Relevant to Forward-Looking Information

This press release includes forward-looking statements regarding future events. These forward-looking statements are based on Sunoco's current plans and expectations and involve a numbers of risks and uncertainties that could cause actual results and events to vary materially from the results and events anticipated or implied by such forward-looking statements. For a further discussion of these risks and uncertainties, please refer to the "Risk Factors" section of Sunoco's most recently filed annual report on Form 10-K, Form 10-Q and in other filings made by Sunoco with the Securities and Exchange Commission. While Sunoco may elect to update these forward-looking statements at some point in the future, it specifically disclaims any obligation to do so, even if new information becomes available in the future.

Contacts

Investors:

Scott Grischow
Director – Investor Relations and Treasury
(361) 884-2463, scott.grischow@sunoco.com

Anne Pearson
Dennard-Lascar Associates
(210) 408-6321, apearson@dennardlascar.com

Media:

Jeff Shields, Communications Manager
(215) 977-6056, jpshields@sunocoinc.com

Jessica Davila-Burnett, Public Relations Director
(361) 654-4882, jessica.davila-burnett@sunoco.com

# # #

Exhibit 99.5

SUNOCO LP

UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

Introduction

The following unaudited pro forma combined financial statements of Sunoco LP ("SUN") reflects the pro forma impacts of multiple transactions, each of which is described in the following sections. Our unaudited pro forma financial statements as of and for the three months ended March 31, 2015 and for the year ended December 31, 2014, reflect the following transactions:

- The previously reported October 1, 2014 acquisition of Mid-Atlantic Convenience Stores, LLC ("MACS") from Energy Transfer Partners, L.P. ("ETP"), the owner of our general partner and a 42.8% limited partner interest in us, for total consideration consisting of (i) $556 million in cash, subject to adjustment for working capital, and (ii) 3,983,540 of our common units (the "MACS Acquisition");
- The previously reported December 16, 2014, acquisition of Aloha Petroleum, Ltd. ("Aloha") for cash consideration of $240 million, subject to a post-closing earn-out and certain closing adjustments (the "Aloha Acquisition");
- The previously reported April 1, 2015 acquisition of a 31.58% interest in Sunoco, LLC ("Sunoco LLC") from ETP Retail Holdings, LLC ("ETP Retail"), which is wholly owned by ETP, for total consideration consisting of approximately $775.0 million in cash and $40.8 million of our common units, including the issuance of $800.0 million of 6.375% senior notes due 2023 (the "2023 notes") (the "Sunoco LLC Acquisition"); and
- The pending contribution of Susser Holdings Corporation ("Susser") through a Contribution Agreement ("Contribution Agreement") between Susser, Sunoco GP LLC, our general partner, ETP Holdco Corporation, an indirect wholly owned subsidiary of ETP ("ETP Holdco"), and Heritage Holdings, Inc., an indirect wholly owned subsidiary of ETP ("Heritage Holdings"), for total consideration consisting of approximately $967.0 million of our Class B units and $967.0 million in cash, subject to working capital adjustments, comprised of borrowings under our revolving credit facility, the concurrent offering of $600.0 million in senior notes and the issuance of 5.5 million common units at $44.10 per common unit for estimated aggregate net proceeds of approximately $212.9 million (after deducting underwriting discounts and commissions and estimated offering expenses) (the "Susser Acquisition").

The historical financial information included in the column entitled "SUN" was derived from the audited consolidated financial statements included in SUN's Annual Report on Form 10-K for the year ended December 31, 2014 and the unaudited consolidated financial statements included in SUN's Quarterly Report on Form 10-Q for the three months ended March 31, 2015.

The unaudited pro forma condensed combined statements of operations assumes that the above transactions were consummated as of January 1, 2014. The unaudited pro forma condensed combined balance sheet assumes that the above transactions (other than the MACS Acquisition and the Aloha Acquisition) were completed as of March 31, 2015. The MACS Acquisition and Aloha Acquisition are already reflected in our balance sheet as of March 31, 2015. The pro forma results for the year ended December 31, 2014 of the MACS Acquisition, Aloha Acquisition, and Sunoco LLC Acquisition were previously provided in our Current Report on Form 8-K on April 2, 2015.

MACS Acquisition

On September 25, 2014, SUN entered into a contribution agreement with MACS, ETC M-A Acquisition LLC ("ETC") and ETP, whereby SUN agreed to acquire all of the issued and outstanding membership interests of MACS from ETC for $556 million in cash, subject to adjustment for working capital, and 3,983,540 SUN common units. SUN initially financed the cash portion of the purchase price by utilizing availability under its revolving credit facility, subsequently raising net proceeds of $405 million from the sale of 9.1 million common units which were used to repay revolver borrowing. The MACS Acquisition was completed on October 1, 2014.

SUN is accounting for the acquisition of MACS as a transfer of net assets between entities under common control. As such, the MACS assets acquired from ETP have been recorded by SUN at ETP's historic carrying value, and SUN has included the activities of MACS in its 2014 audited financial statements as of the September 1, 2014 date of common control for accounting purposes. Financial statements for MACS were previously provided as attachments 99.2 and 99.3 to our Current Report on Form 8-K/A on October 21, 2014.

Aloha Acquisition

On September 25, 2014, SUN and Susser Petroleum Property Company LLC ("Propco"), a wholly owned subsidiary of SUN, entered into a purchase and sale agreement in which SUN and Propco agreed to acquire all of the issued and outstanding shares of capital stock of Aloha for base consideration of $240 million in cash, subject to a post-closing earn-out and certain closing adjustments. Consummation of the Aloha Acquisition occurred on December 16, 2014. SUN financed the purchase of Aloha by utilizing availability under its revolving credit facility. SUN's management currently plans to contribute certain assets from Propco to SUN at a future date; however, the impact of this discretionary management action is not included in the accompanying pro forma combined financial information.

The pro forma adjustments reflect a preliminary purchase price allocation. The carrying values of assets and liabilities (excluding intangibles and non-current liabilities) in this preliminary estimate were assumed to approximate their fair values. Our identifiable intangible assets consist primarily of dealer relationships. The amount of goodwill preliminarily recorded represents the excess of our estimated enterprise value over the fair value of our assets and liabilities. The value of certain assets and liabilities are preliminary in nature, and are subject to adjustment as additional information is obtained about the facts and circumstances that existed at the acquisition date. As a result, material adjustments to this preliminary allocation may occur in the future. Management is reviewing the valuation and confirming the results to determine the final purchase price allocation.

Sunoco LLC Acquisition

On March 23, 2015, we entered into a contribution agreement with ETP Retail and ETP to acquire a 31.58% membership interest in Sunoco, LLC, for total consideration of $775 million in cash and $40.8 million of our common units. We have a 50.1% voting interest in Sunoco, LLC. The Sunoco LLC Acquisition was completed on April 1, 2015.

SUN is accounting for the Sunoco LLC Acquisition as a transfer of net assets under common control. As such, the Sunoco LLC assets acquired from ETP have been recorded by SUN at ETP's historic carrying value, and SUN will recast its historical financial statements to include the operations of Sunoco, LLC as of the September 1, 2014 date of common control for accounting purposes. Because we will have a controlling interest in Sunoco LLC as a result of our 50.1% voting interest, our pro forma financial results and balance sheet reflect the results of Sunoco LLC on a consolidated basis, which means that, except as otherwise indicated, our pro forma financial results and balance sheet reflect 100% of the assets and operations of Sunoco LLC, even though our pro forma economic interest is only 31.58%.

Susser Acquisition

On July 14, 2015 we, as the acquirer, entered into a Contribution Agreement with Susser, our general partner, ETP Holdco Corporation, and Heritage Holdings, pursuant to which we agreed to acquire 100% of the issued and outstanding shares of capital stock of Susser, which we will immediately contribute to SPOC and immediately thereafter, cause SPOC to contribute to PropCo. Total consideration will be $967.0 million in cash and $967.0 million of our common units.

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

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

SUNOCO LP
UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF MARCH 31, 2015
(Dollars in thousands)

	Historical		Pro Forma		Pro Forma Combined, Before Susser Acquisition	Historical	Pro Forma		Pro Forma Combined, After Susser Acquisition
	SUN	Sunoco LLC	Adjustments			Susser	Adjustments		
ASSETS:									
Cash and cash equivalents	$ 50,971	$ 122	$ —		$ 51,093	$ 49,308	$ —		$ 100,401
Advances to affiliated companies	—	197,820	(190,820)	**(m)**	7,000	—	—		7,000
Accounts receivable, net of allowance	65,704	106,873	—		172,577	60,895	—		233,472
Accounts receivable affiliates	33,511	68,519	(62,579)	**(m)**	39,451	—	(28,475)	**(p)**	10,976
Inventories, net	52,683	206,626	—		259,309	117,518	(6,868)	**(p)**	369,959
Other current assets	9,051	41,943	—		50,994	17,022	14,761	**(z)**	82,777
Total current assets	211,920	621,903	(253,399)		580,424	244,743	(20,582)		804,585
Property and equipment, net	927,760	390,869	—		1,318,629	1,096,790	(293,693)	**(r)**	2,121,726
Goodwill	864,088	—	—		864,088	991,797	—		1,855,885
Intangible assets, net	169,579	205,715	13,500	**(g)**	388,794	534,423	7,500	**(t)**	930,717
Investment in subsidiary	—	—	—		—	120,375	(120,375)	**(u)**	—
Other noncurrent assets	37,058	938	—		37,996	17,273	(20,969)	**(w)**	34,300
Total assets	$2,210,405	$1,219,425	$ (239,899)		$ 3,189,931	$3,005,401	$ (448,119)		$ 5,747,213
LIABILITIES AND PARTNERS' EQUITY:									
Accounts payable	$ 106,916	$ 354,512	$ —		$ 461,428	$ 92,656	$ (28,480)	**(p)**	$ 525,604
Accounts payable affiliates	2,605	70,280	(62,579)	**(m)**	10,306	—	—		10,306
Current maturities of long-term debt	13,749	—	—		13,749	17,086	(17,072)	**(v)**	13,763
Accrued liabilities and other current liabilities	45,531	—	—		45,531	45,796	—		91,327
Total current liabilities	168,801	424,792	(62,579)		531,014	155,538	(45,552)		641,000
Revolving line of credit	684,775	—	(11,500)	**(h)**	673,275	—	161,422	**(t)**	834,697
Long term debt	171,412	—	800,000	**(g)**	971,412	510,065	(509,626)	**(v)**	971,851
							600,000	**(t)**	600,000
Deferred tax liability - long term	—	—	—		—	399,059	(20,969)	**(w)**	378,090
Other noncurrent liabilities	49,396	2,381	—		51,777	38,542	—		90,319
Total liabilities	1,074,384	427,173	725,921		2,227,478	1,103,204	185,275		3,515,957
Noncontrolling interest	(4,798)	—	411,496	**(j)**	406,698	797	—		407,495
Partners' equity	1,140,819	792,252	(1,377,316)	**(n)**	555,755	1,901,400	(633,394)	**(x)**	1,823,761
Total liabilities and partners' equity	$2,210,405	$1,219,425	$ (239,899)		$ 3,189,931	$3,005,401	$ (448,119)		$ 5,747,213

SUNOCO LP
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 2015
(Dollars in thousands)

	Historical		Pro Forma	Pro Forma Combined, Before Susser Acquisition	Historical	Pro Forma	Pro Forma Combined, After Susser Acquisition
	SUN	Sunoco LLC	Adjustments		Susser	Adjustments	
Revenues:							
Merchandise sales	$ 47,519	$ —	$ —	$ 47,519	$307,884	$ —	$ 355,403
Retail motor fuel	160,761	—	—	160,761	609,608	—	770,369
Motor fuel sales - third parties	413,847	2,378,577	(343,569) **(c)**	2,448,855	—	—	2,448,855
Motor fuel sales - affiliated	487,500	424,603	(75,418) **(c)**	836,685	63,065	(487,500) **(p)**	412,250
Other Income	20,101	9,990	—	30,091	12,802	(5,838) **(q)**	37,055
Total revenues	1,129,728	2,813,170	(418,987)	3,523,911	993,359	(493,338)	4,023,932
Cost of Sales:							
Merchandise	34,825	—	—	34,825	205,053	—	239,878
Retail motor fuel	139,564	—	—	139,564	555,028	—	694,592
Motor fuel - third parties	388,632	1,943,684	(343,569) **(c)**	1,988,747	—	—	1,988,747
Motor fuel - affiliated	478,418	796,783	(75,418) **(c)**	1,199,783	60,154	(485,807) **(p)**	774,130
Other	1,240	—	—	1,240	420	—	1,660
Total Cost of Sales	1,042,679	2,740,467	(418,987)	3,364,159	820,655	(485,807)	3,699,007
Gross Profit	87,049	72,703	—	159,752	172,704	(7,531)	324,925
Operating Expenses:							
Selling, general and administrative	42,804	36,443	—	79,247	133,627	—	212,874
Loss (gain) on disposal of assets/impairment	(266)	140	—	(126)	79	—	(47)
Depreciation, amortization and accretion	17,566	12,670	—	30,236	21,570	(3,876) **(r)**	47,930
Total operating expenses	60,104	49,253	—	109,357	155,276	(3,876)	260,757
Income from operations	26,945	23,450	—	50,395	17,428	(3,655)	64,168
Other income (expense):				—			
Interest expense, net	(8,197)	1,066	(13,172) **(g)**	(20,167)	(2,558)	1,712 **(s)**	(30,473)
			136 **(h)**			(9,460) **(t)**	
Other miscellaneous	—	—	—	—	5,370	(5,370) **(u)**	—
Total other income (expense)	(8,197)	1,066	(13,036)	(20,167)	2,812	(13,118)	(30,473)
Income (loss) before income tax	18,748	24,516	(13,036)	30,228	20,240	(16,773)	33,695
Income tax (expense) benefit	(830)	—	—	(830)	(6,081)	2,034 **(z)**	(4,877)
Net Income	**17,918**	**24,516**	**(13,036)**	**29,398**	**14,159**	**(14,739)**	**28,818**
Less: Net income attributable to NCI	846	—	16,774 **(j)**	17,620	1	—	17,621
Net income attributable to SUN LP	**$ 17,072**	**$ 24,516**	**$ (29,810)**	**$ 11,778**	**$ 14,158**	**$ (14,739)**	**$ 11,197**

Net income per limited partner unit:						
Common - basic	$0.44			$0.28		$0.13
Common - diluted	$0.44			$0.28		$0.13
Subordinated - (basic and diluted)	$0.44			$0.28		$0.13
Weighted average limited partner units outstanding (diluted):						
Common units - basic	24,099,177	795,482	**(l)**	24,894,659	27,558,288 **(l)**	52,452,947
Common units - equivalents	37,671			37,671		37,671
Common units - diluted	24,136,848	795,482	**(l)**	24,932,330	27,558,288 **(l)**	52,490,618
Subordinated units	10,939,436			10,939,436	10,939,436 **(l)**	21,878,872

SUNOCO LP
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014
(Dollars in thousands)

	Historical	Pro Forma Adjustments					Pro Forma Combined, Before Susser Acquisition	Historical	Pro Forma Adjustments			Pro Forma Combined, After Susser Acquisition
	SUN (1)	MACS (a)	Aloha (b)	Sunoco LLC	Adjustments			Susser (1)	SUN (o)	Adjustments		
Revenues:												
Merchandise sales	$ 52,275	$ 88,616	$ 47,084	$ —	$ —		$ 187,975	$1,247,796	$ —	$ —		$ 1,435,771
Retail motor fuel	228,895	446,019	188,886	—	—		863,800	4,748,855	—	—		5,612,655
Motor fuel sales - third parties	1,987,770	560,501	431,747	14,067,955	(1,438,223)	(c)	15,609,750	—	(1,275,422)	—		14,334,328
Motor fuel sales - affiliated	3,074,236	—	—	3,232,383	(325,877)	(c)	5,980,742	387,309	(2,200,394)	(867,734)	(p)	3,299,923
Other Income	38,840	16,319	20,042	40,721	—		115,922	50,433	(16,373)	(6,299)	(q)	143,683
Total revenues	5,382,016	1,111,455	687,759	17,341,059	(1,764,100)		22,758,189	6,434,393	(3,492,189)	(874,033)		24,826,360
Cost of Sales:												
Merchandise	38,820	64,234	34,292	—	—		137,346	828,860	—	—		966,206
Retail motor fuel	198,503	419,374	159,412	—	—		777,290	4,457,519	—	—		5,234,809
Motor fuel - third parties	1,926,622	531,584	398,272	12,488,867	(1,438,223)	(c)	13,907,121	—	(1,252,141)	—		12,654,980
Motor fuel - affiliated	3,038,503	—	—	4,555,291	(325,877)	(c)	7,267,917	364,123	(2,177,028)	(872,187)	(p)	4,582,825
Other	3,642	—	1,576	—	—		5,218	3,667	(2,339)	—		6,546
Total Cost of Sales	5,206,090	1,015,192	593,553	17,044,158	(1,764,100)		22,094,892	5,654,169	(3,431,508)	(872,187)		23,445,366
Gross Profit	175,926	96,263	94,206	296,901	—		663,297	780,224	(60,681)	(1,846)		1,380,994
Operating Expenses:												
Selling, general and administrative	71,873	37,965	64,827	167,210	—		341,875	607,446	(22,768)	—		926,553
Loss (gain) on disposal of assets/impairment	2,631	295	241	(2,450)	—		717	1,614	39	—		2,370
Depreciation, amortization and accretion	26,955	20,536	9,772	50,547	204	(d)	108,014	79,996	(10,457)	(4,438)	(r)	173,115
Acquisition transaction costs	—	—	523	—	(523)	(d)	—	—	—	—		—
Total operating expenses	101,459	58,796	75,363	215,307	(319)		450,606	689,056	(33,186)	(4,438)		1,102,038
Income from operations	74,467	37,467	18,843	81,594	319		212,691	91,168	(27,495)	2,592		278,956
Other income (expense):												
Interest expense, net	(14,329)	(6,802)	(2,696)	—	(7,175)	(e)	(80,452)	(15,194)	4,767	1,855	(s)	(126,864)
	—	—	—	—	2,696	(f)				(37,840)	(t)	
					(52,688)	(g)						
	—	—	—	—	542	(h)						
Other miscellaneous	—	—	134	—	—		134	140,885	—	(140,885)	(u)	134
Total other income (expense)	(14,329)	(6,802)	(2,562)	—	(56,625)		(80,318)	125,691	4,767	(176,870)		(126,730)
Income (loss) before income tax	60,138	30,665	16,281	81,594	(56,306)		132,373	216,859	(22,728)	(174,278)		152,226
Income tax (expense) benefit	(2,352)	—	(6,607)	(44,862)	41,663	(i)	(12,158)	(76,442)	218	12,727	(z)	(75,655)
Net Income	**57,786**	**30,665**	**9,674**	**36,732**	**(14,643)**		**120,215**	**140,417**	**(22,510)**	**(161,551)**		**76,571**
Less: Net income attributable to NCI	1,043	2,086	—	—	55,826	(j)	58,955	11,217	—	(11,217)	(y)	58,955

Net income attributable to SUN LP	**$ 56,743**	**$ 28,579**	**$ 9,674**	**$ 36,732**	**$ (70,469)**	**$ 61,260**	**$ 129,200**	**$ (22,510)**	**$ (150,334)**	**$ 17,616**
Net income per limited partner unit:										
Common - basic	$ 1.96					$ 2.29				$ 0.14
Common - diluted	$ 1.96					$ 2.29				$ 0.14
Subordinated - (basic and diluted)	$ 1.96					$ 2.29				$ 0.14
Weighted average limited partner units outstanding (diluted):										
Common units - basic	14,206,536				10,668,002 **(i)**	24,874,539			27,558,288 **(l)**	52,432,826
Common units - equivalents	17,112					17,112				17,112
Common units - diluted	14,223,648				10,668,002 **(i)**	24,891,650			27,558,288 **(l)**	52,449,938
Subordinated units	10,939,436					10,939,436			10,939,436 **(l)**	21,878,872

(1) Reflects combined historical results of the predecessor and successor periods of SUN and Susser.

NOTES TO UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

As previously presented in our Current Report on Form 8-K/A filed on March 2, 2015 and in our Current Report on Form 8-K on March 23, 2015, the unaudited pro forma condensed combined statement of operations presented above gives effect to the MACS Acquisition, Aloha Acquisition and the Sunoco LLC Acquisition as if all of these transactions had been consummated as of January 1, 2014.

(a) To reflect the addition of MACS operating results for the eight months ended August 31, 2014. These amounts reflect the unaudited results for the nine months ended September 30, 2014, reduced by the results for the month of September 2014 which has already been reflected in our audited results of operations for the twelve months ended December 31, 2014. We previously filed audited financial statements for MACS in our Current Report on Form 8-K/A filed on October 21, 2014. Additional information regarding the MACS Acquisition may be found in the Notes to Consolidated Financial Statements included in our Form 10-K filed on February 27, 2015.

(b) To reflect the operating results for Aloha for the 11.5 months ended December 15, 2014. These amounts reflect the unaudited results for the nine months ended September 30, 2014, included as Exhibit 99.2 in our Current Report on Form 8-K/A filed on March 2, 2015, plus Aloha's results of operations for the period October 1, 2014 through December 15, 2014. Aloha's results for the period December 16, 2014 through December 31, 2014 are included in SUN's 2014 results. We previously filed audited financial statements for Aloha in our Current Report on Form 8-K/A filed on October 21, 2014. Additional information regarding the Aloha Acquisition may be found in the Notes to Consolidated Financial Statements included in our Form 10-K filed on February 27, 2015.

(c) To conform the Aloha and Sunoco LLC accounting policies for the presentation of motor fuel taxes as gross in motor fuel sales and motor fuel cost of sales, to SUN's accounting policy to present wholesale motor fuel taxes net in motor fuel sales and motor fuel cost of sales.

(d) To reflect the acquisition of Aloha by Propco to include the amortization on the estimated fair value of the trade name over 15 years, and elimination of non-recurring acquisition expenses.

(e) To reflect interest expense on the $150.8 million and $240.0 million draw on our revolving credit facility required to finance the cash payment made to ETP for the acquisition of MACS and Aloha, respectively. The borrowing rate as of February 27, 2014 of 2.2% is assumed for the entire period presented.

(f) To remove historical interest expense related to Aloha's $32.2 million of debt that was repaid concurrent with the closing of the Aloha Acquisition.

(g) To reflect the issuance of $800.0 million senior notes in connection with the Sunoco LLC Acquistion. Cash interest expense is based on the notes issued at par and at a 6.375% coupon. Additionally reflects an estimated $13.5 million loan issuance expenses related to the new senior notes to be recorded as an intangible asset with an eight year amortization, and $1.7 million amortization expense included in non-cash interest expense.

(h) To reflect a partial paydown of the revolving credit facility with proceeds of the senior notes offering in excess of cash required for the Sunoco LLC Acquisition, including $13.5 million estimated loan issuance expenses. The related reduction in interest expense assumes the rate as of March 13, 2015 of 2.2% for the entire period.

(i) To reflect the estimated income tax provision for the portion of MACS operations that is included in Propco's results of operations, at an estimated combined federal and state statutory tax rate of 39.6%. Additionally, eliminates income tax expense prior to June 1, 2014, at which time Sunoco LLC was formed and ceased being a taxable entity.

(j) To reflect the 68.42% non-controlling interest in Sunoco LLC.

(k) To adjust the weighted average common units outstanding for the issuance of approximately 4.0 million units to ETP in October 2014, and the issuance of a total of approximately 9.1 million units to the public in October and November 2014, as if they had been issued on January 1, 2014 for purposes of calculating pro forma earnings per unit. Further adjusted for the issuance of 0.8 million common units to ETP in connection with the Sunoco LLC acquistion.

The unaudited pro forma condensed combined financial statements presented above further gives effect to the Susser Acquisition as if this transaction had been consummated as of January 1, 2014 for the unaudited pro forma condensed statements of operations. The unaudited pro forma condensed combined financial statements presented above also further gives effect to the Sunoco LLC Acquisition and the Susser Acquisition as of March 31, 2015 for the unaudited pro forma condensed combined balance sheet.

(l) To reflect the issuance of (i) 21,978,980 Class B units, 79,308 common units and 10,939,436 subordinated units to ETP, (ii) 5.5 million common units to the public, and (iii) 11,018,744 Class A Units upon the conversion or exchange, as applicable, of 79,308 common units and 10,939,436 subordinated units held by Susser Holdings.

(m) To eliminate $62.6 million intercompany accounts receivable and payable between Sunoco LP and Sunoco LLC, and to adjust advances to affiliated companies to reflect cash deemed distributed to parent on formation and actually distributed subsequent to formation.

(n) To reflect the acquisition of Sunoco LLC from ETP. The net adjustment to partners' equity is comprised of the following adjustments (in millions):

Eliminate historic Sunoco LLC equity	$ (792.3)
Issuance of units in exchange for 31.58% net assets acquired	190.0
Deemed distribution	(775.0)
Net adjustment to partners' equity	$(1,377.3)

(o) To eliminate the eight months of SUN activity included in Susser's historical financial statements, as Susser consolidated SUN prior to the ETP Merger.

(p) To eliminate purchase and sale transactions of fuel between Susser and SUN. Sun has a long-term distribution contract under which it is the exclusive distributor of motor fuel to Susser's existing Stripes ® convenience stores and independently operated consignment locations, and to all future sites purchased by the Partnership pursuant to the sale and leaseback option under the Omnibus Agreement (see below), at cost, including tax and transportation costs, plus a fixed profit margin of three cents per gallon. In addition, all future motor fuel volumes purchased for its own account will be added to the distribution contract pursuant to the terms of the Omnibus Agreement.

(q) To eliminate the rental income on the sale-leaseback transactions between Susser and SUN. Sun entered into an Omnibus Agreement with Susser pursuant to which, among other things, Sun received a three-year option to purchase from Susser up to 75 of Susser's new or recently constructed Stripes ® convenience stores at their cost and lease the stores back to them at a specified rate for a 15-year initial term, and we will be the exclusive distributor of motor fuel to such stores for a period of ten years from the date of purchase. We also received a ten-year right to participate in acquisition opportunities with Susser, to the extent we and Susser are able to reach an agreement on terms, and the exclusive right to distribute motor fuel to certain of Susser's newly constructed convenience stores and independently operated consignment locations. The Omnibus Agreement also provides for certain indemnification obligations between Susser and the Partnership.

(r) To eliminate assets and related depreciation related to the sale-leaseback transactions between Susser and SUN (see note (q) above).

(s) To eliminate the interest expense on the sale-leaseback transactions between Susser and SUN. SUN has purchased 72 sites from Susser since their IPO for a total of $311.3 million at March 31, 2015. These stores have been treated as financing obligations by the Company (see note (q) above).

(t) To reflect the issuance of $600.0 million senior notes in connection with the Susser Acquisition. Cash interest expense is based on the notes issued at par and at a 5.500% coupon. Estimated $7.5 million loan issuance expenses related to the new senior notes to be recorded as an intangible asset with a five year amortization, and $1.5 million and $0.4 million amortization expense included in non-cash interest expense for the year ended December 31, 2014 and the three months ended March 31, 2015, respectively. Additionally, reflects interest expense on the $161.4 million draw on our revolving credit facility required to finance the cash payment made to ETP including the loan issuance costs. A borrowing rate of 2.2% is assumed for the entire period presented.

(u) To eliminate the equity method accounting effects of SUN for the period between September 1, 2014 and December 31, 2014, after the ETP Merger. Prior to September 2014, SUSS owned approximately 50% of the SUN common and subordinated units representing limited partner interests and owned 100% of SUN's general partner, Susser Petroleum Partners GP LLC ("General Partner"). Accordingly, Susser consolidated SUN prior to September 1, 2014 and reflected a noncontrolling interest. Subsequent to the ETP Merger, ETP acquired ownership of General Partner and the IDRs held by Susser for $83.0 million. Investments in affiliated companies in which the company exercises significant influence, but which it does not control, are accounted for in the accompanying consolidated financial statements under the equity method of accounting. As such, the Company's investment in SUN is accounted for under the equity method of accounting effective from September 1, 2014.

(v) To eliminate the note payable between Susser and SUN for the sale-leaseback transactions (see note (q) above) and the note payable between Susser and ETP (see note (x) below).

(w) To reflect the effect of deferred taxes due to the Susser Acquisition.

(x) To reflect the acquisition of Susser from ETP. The net adjustment to partners' equity is comprised of the following adjustments (in millions):

Eliminate historic Susser equity	$(1,920.1)
Eliminate historic equity method accounting for investment in SUN	(129.1)
Cancellation of Susser's note payable to ETP	235.0
Reflect tax effects of purchase of Susser	14.7
Net proceeds from equity offering	212.9
Issuance of units in exchange for 100% net assets acquired	1,920.1
Deemed distribution	(966.9)
Net adjustment to partners' equity	$ (633.4)

(y) To eliminate the noncontrolling interest reflected in Susser's historical financial statements prior to September 1, 2014 (see note (u)).

(z) To recognize the tax benefit related to the interest expense deduction SUN would receive on the additional senior notes.