
**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): June 17, 2014 (June 12, 2014)

SUNOCO LOGISTICS PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1-31219
(Commission
File Number)

23-3096839
(IRS Employer
Identification No.)

1818 Market Street, Suite 1500, Philadelphia, PA 19103
(Address of principal executive office) (Zip Code)

(866) 248-4344
(Registrants' telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 3.03 Material Modification to Rights of Security Holders

On June 12, 2014, Sunoco Partners LLC, the general partner (the “*General Partner*”) of Sunoco Logistics Partners L.P. (the “*Partnership*”), executed Amendment No. 3 (the “*Amendment*”) to the Partnership’s Third Amended and Restated Partnership Agreement (the “*Partnership Agreement*”), which defines the rights of the holders of partnership interests in the Partnership.

A copy of the Amendment is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

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

As noted above in Item 3.03 of this Current Report on Form 8-K, the General Partner amended the Partnership Agreement on June 12, 2014. The Amendment provides for the proportionate adjustment of the Minimum Quarterly Distribution, First Target Distribution, Second Target Distribution, and Third Target Distribution, in connection with the previously announced two-for-one split of Partnership common units, which was effected through the distribution of additional Partnership units on June 12, 2014.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Amendment No. 3 to Third Amended and Restated Partnership Agreement of Sunoco Logistics Partners L.P. dated as of June 12, 2014

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 thereunto duly authorized.

SUNOCO LOGISTICS PARTNERS L.P.

By: Sunoco Partners LLC,
Its General Partner

By: /s/ Martin Salinas Jr.
Name: Martin Salinas Jr.
Title: Chief Financial Officer

Dated: June 17, 2014
Philadelphia, PA

EXHIBIT INDEX

Exhibit
No.

Description

3.1 Amendment No. 3 to Third Amended and Restated Partnership Agreement of Sunoco Logistics Partners L.P. dated as of June 12, 2014

**AMENDMENT NO. 3 TO THIRD AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
SUNOCO LOGISTICS PARTNERS L.P.**

This Amendment No. 3 (this "Amendment") to the Third Amended and Restated Agreement of Limited Partnership of Sunoco Logistics Partners L.P., a Delaware limited partnership (the "Partnership"), is entered into as of June 12, 2014, by Sunoco Partners LLC, a Pennsylvania limited liability company (the "General Partner"), as general partner of the Partnership. Capitalized terms used but not defined herein have the meaning given such terms in the Partnership Agreement.

WHEREAS, the General Partner and the Limited Partners of the Partnership entered into that certain Third Amended and Restated Agreement of Limited Partnership of the Partnership dated as of January 26, 2010, as amended by Amendment No. 1 thereto, effective as of July 1, 2011, and Amendment No. 2 thereto, effective as of November 21, 2011 (as so amended, the "Partnership Agreement");

WHEREAS, Section 5.10 of the Partnership Agreement provides that the Partnership may make a Pro Rata distribution of Partnership Securities to all Record Holders or may effect a subdivision or combination of Partnership Securities;

WHEREAS, the General Partner, on behalf of the Partnership, has previously authorized a two-for-one split for each Common Unit (the "Unit Split"), and in accordance with Section 5.10(b) of the Partnership Agreement, has set June 5, 2014 as the Record Date for such Unit Split and has provided notice to the Partnership's Record Holders of such Unit Split and of the distribution of the additional Partnership Securities on June 12, 2014 (the "2014 Unit Split Date");

WHEREAS, Section 6.6(a) of the Partnership Agreement provides that the Minimum Quarterly Distribution, First Target Distribution, Second Target Distribution, and Third Target Distribution shall be proportionately adjusted in the event of a distribution, combination or subdivision of Units; and

WHEREAS, the Board, for and on behalf of the General Partner, deems it in the best interests of the Partnership to adopt this Amendment in order to, among other things, make such changes as are necessary and appropriate in connection with the Unit Split.

NOW, THEREFORE, pursuant to Section 13.1(d) of the Partnership Agreement, the Partnership Agreement is hereby amended as follows:

Section 1. Amendments.

(a) "2014 Unit Split" is hereby added to Section 1.1 in appropriate alphabetical order and shall be defined as follows:

"2014 Unit Split" means the two-for-one split of the Common Units affected on June 12, 2014 by way of a dividend and distribution of one Common Unit for each Common Unit outstanding to Record Holders as of June 5, 2014.

(b) “2014 Unit Split Date” is hereby added to Section 1.1 in appropriate alphabetical order and shall be defined as follows:

“2014 Unit Split Date” means June 12, 2014.

(c) Section 1.1 of the Partnership Agreement is hereby amended by deleting the definitions of “First Target Distribution,” “Initial Unit Price,” “Minimum Quarterly Distribution,” “Second Target Distribution,” “Third Target Distribution” and “Unrecovered Capital” contained therein and inserting in lieu thereof the following definitions, respectively:

“*First Target Distribution*” means \$0.0833 per Unit per Quarter, subject to adjustment in accordance with Sections 6.6 and 6.9.

“*Initial Unit Price*” means (a) with respect to the Common Units and the Subordinated Units, the initial public offering price per Common Unit at which the Underwriters offered the Common Units to the public for sale as set forth on the cover page of the prospectus included as part of the Registration Statement and first issued at or after the time the Registration Statement first became effective or (b) with respect to any other class or series of Units, the price per Unit at which such class or series of Units is initially sold by the Partnership, as determined by the General Partner, in each case adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of Units; provided, (i) with respect to Common Units and Class A Units, upon the Split Date each such price shall be reduced by two-thirds to give effect to the 2011 Unit Split and (ii) with respect to Common Units, upon the 2014 Unit Split Date each such price shall be further reduced by half to give effect to the 2014 Unit Split.

“*Minimum Quarterly Distribution*” means \$0.075 per Unit per Quarter, subject to adjustment in accordance with Sections 6.6 and 6.9.

“*Second Target Distribution*” means \$0.0958 per Unit per Quarter, subject to adjustment in accordance with Sections 6.6 and 6.9.

“*Third Target Distribution*” means \$0.2638 per Unit per Quarter, subject to adjustment in accordance with Sections 6.6 and 6.9.

“*Unrecovered Capital*” means at any time, with respect to a Unit, the Initial Unit Price less the sum of all distributions constituting Capital Surplus theretofore made in respect of an Initial Common Unit and any distributions of cash (or the Net Agreed Value of any distributions in kind) in connection with the dissolution and liquidation of the Partnership theretofore made in respect of an Initial Common Unit, adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of such Units provided, (i) with respect to Common Units and Class A Units, upon the Split Date such value shall be reduced by two-thirds to give effect to the 2011 Unit Split and (ii) with respect to Common Units, upon the 2014 Unit Split Date such value shall be further reduced by half to give effect to the 2014 Unit Split.

Section 2. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to principles of conflicts of laws.

Section 3. Invalidity of Provisions. If any provisions of this Amendment is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be effected thereby.

IN WITNESS WHEREOF, the General Partner has executed this Amendment No. 3 as of the date first written above.

GENERAL PARTNER:

SUNOCO PARTNERS LLC

By: /s/ Michael J. Hennigan

Name: Michael J. Hennigan

Title: President & Chief Executive Officer