
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)
 QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2012

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-31219

SUNOCO LOGISTICS PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

23-3096839
(I.R.S. Employer
Identification No.)

**1818 Market Street, Suite 1500,
Philadelphia, PA**
(Address of principal executive offices)

19103
(Zip Code)

Registrant's telephone number, including area code: (866) 248-4344

Former name, former address and formal fiscal year, if changed since last report: Not Applicable

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," "non-accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

At September 30, 2012, the number of the registrant's Common Units outstanding were 103,562,297.

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SUNOCO LOGISTICS PARTNERS L.P.

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PART I
FINANCIAL INFORMATION

Item 1. Financial Statements

SUNOCO LOGISTICS PARTNERS L.P.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)
(in millions, except per unit amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Revenues				
Sales and other operating revenue:				
Unaffiliated customers	\$3,066	\$2,808	\$9,460	\$7,148
Affiliates (Note 3)	141	39	461	381
Other income	11	3	18	9
Gain on divestment and related matters (Note 2)	—	—	11	—
Total Revenues	<u>3,218</u>	<u>2,850</u>	<u>9,950</u>	<u>7,538</u>
Costs and Expenses				
Cost of products sold and operating expenses	2,997	2,675	9,311	7,086
Depreciation and amortization expense	26	24	76	61
Impairment charge and related matters	—	—	(1)	—
Selling, general and administrative expenses	30	23	86	67
Total Costs and Expenses	<u>3,053</u>	<u>2,722</u>	<u>9,472</u>	<u>7,214</u>
Operating Income	165	128	478	324
Interest cost and debt expense, net	24	26	73	68
Capitalized interest	(4)	(2)	(8)	(5)
Income Before Provision for Income Taxes	145	104	413	261
Provision for income taxes (Note 6)	8	7	24	18
Net Income	137	97	389	243
Less: Net income attributable to noncontrolling interests	3	2	8	6
Net Income Attributable to Partners	134	95	381	237
Less: General Partner's interest	(21)	(14)	(55)	(40)
Limited Partners' interest⁽¹⁾	<u>\$ 113</u>	<u>\$ 81</u>	<u>\$ 326</u>	<u>\$ 197</u>
Net Income Attributable to Partners per Limited Partner unit (Note 4):				
Basic	\$ 1.09	\$ 0.78	\$ 3.15	\$ 1.96
Diluted	\$ 1.09	\$ 0.78	\$ 3.14	\$ 1.95
Weighted average Limited Partners' units outstanding:				
Basic	103.6	103.3	103.5	100.7
Diluted	103.9	103.7	103.9	101.1
Comprehensive Income	\$ 120	\$ 108	\$ 368	\$ 255
Less: Comprehensive income attributable to noncontrolling interests	3	2	8	6
Comprehensive Income Attributable to Partners	<u>\$ 117</u>	<u>\$ 106</u>	<u>\$ 360</u>	<u>\$ 249</u>

⁽¹⁾ Includes interest in net income attributable to Class A units, which were converted to common units in July 2012.

(See Accompanying Notes)

SUNOCO LOGISTICS PARTNERS L.P.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions)

	September 30, 2012 (UNAUDITED)	December 31, 2011
Assets		
Cash and cash equivalents	\$ 2	\$ 5
Advances to affiliated companies (Note 3)	38	107
Accounts receivable, affiliated companies (Note 3)	1	—
Accounts receivable, net	1,998	2,188
Inventories (Note 5)	250	206
Total Current Assets	2,289	2,506
Properties, plants and equipment	3,446	3,234
Less accumulated depreciation and amortization	(768)	(712)
Properties, plants and equipment, net	2,678	2,522
Investment in affiliates (Note 7)	82	73
Goodwill	77	77
Intangible assets, net	258	277
Other assets	36	22
Total Assets	\$ 5,420	\$ 5,477
Liabilities and Equity		
Accounts payable	\$ 1,980	\$ 2,111
Current portion of long-term debt (Note 8)	—	250
Accrued liabilities	96	112
Accrued taxes payable (Note 6)	56	62
Total Current Liabilities	2,132	2,535
Long-term debt (Note 8)	1,627	1,448
Other deferred credits and liabilities	61	78
Deferred income taxes (Note 6)	221	222
Commitments and contingent liabilities (Note 9)	—	—
Total Liabilities	4,041	4,283
Total Equity	1,379	1,194
Total Liabilities and Equity	\$ 5,420	\$ 5,477

(See Accompanying Notes)

SUNOCO LOGISTICS PARTNERS L.P.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
(in millions)

	Nine Months Ended	
	September 30,	
	2012	2011
Cash Flows from Operating Activities:		
Net Income	\$ 389	\$ 243
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	76	61
Claim for recovery of environmental liability	(14)	—
Changes in working capital pertaining to operating activities:		
Accounts receivable, affiliated companies	(1)	154
Accounts receivable, net	190	(555)
Inventories	(44)	(249)
Accounts payable and accrued liabilities	(174)	551
Accrued taxes payable	(6)	10
Other	(5)	—
Net cash provided by operating activities	<u>411</u>	<u>215</u>
Cash Flows from Investing Activities:		
Capital expenditures	(235)	(122)
Acquisitions	—	(396)
Proceeds from divestments and related matters	11	—
Net cash used in investing activities	<u>(224)</u>	<u>(518)</u>
Cash Flows from Financing Activities:		
Distributions paid to limited and general partners	(178)	(156)
Distributions paid to noncontrolling interests	(5)	(3)
Contributions from general partner	—	2
Payments of statutory withholding on net issuance of limited partner units under restricted unit incentive plan	(5)	(3)
Repayments under credit facilities	(322)	(561)
Borrowings under credit facilities	501	529
Net proceeds from issuance of long-term debt	—	595
Repayments of senior notes	(250)	—
Advances to affiliated companies, net	69	(94)
Net cash (used in) provided by financing activities	<u>(190)</u>	<u>309</u>
Net change in cash and cash equivalents	(3)	6
Cash and cash equivalents at beginning of year	5	2
Cash and cash equivalents at end of period	<u>\$ 2</u>	<u>\$ 8</u>

(See Accompanying Notes)

SUNOCO LOGISTICS PARTNERS L.P.
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(UNAUDITED)
(in millions)

	Limited Partners		General Partner	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total
	Common	Class A				
Balance at January 1, 2011	\$ 940	\$ —	\$ 28	\$ (3)	\$ 77	\$1,042
Comprehensive Income:						
Net Income	196	1	40	—	6	243
Change in cash flow hedges	—	—	—	12	—	12
Total comprehensive income	196	1	40	12	6	255
Issuance of Class A Units to Sunoco, Inc.	—	20	2	—	—	22
Expense on units issued under incentive plans	5	—	—	—	—	5
Distribution equivalent rights	(1)	—	—	—	—	(1)
Payments of statutory withholding on net issuance of limited partner units under restricted unit incentive plan	(3)	—	—	—	—	(3)
Noncontrolling equity in joint venture acquisitions	—	—	—	—	20	20
Distributions	(119)	—	(37)	—	(3)	(159)
Other	—	—	—	—	1	1
Balance at September 30, 2011	<u>\$ 1,018</u>	<u>\$ 21</u>	<u>\$ 33</u>	<u>\$ 9</u>	<u>\$ 101</u>	<u>\$1,182</u>

	Limited Partners		General Partner	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total
	Common	Class A				
Balance at January 1, 2012	\$ 1,039	\$ 22	\$ 34	\$ 1	\$ 98	\$1,194
Comprehensive Income:						
Net Income	324	2	55	—	8	389
Change in cash flow hedges	—	—	—	(21)	—	(21)
Total comprehensive income	324	2	55	(21)	8	368
Expense on units issued under incentive plans	6	—	—	—	—	6
Distribution equivalent rights	(1)	—	—	—	—	(1)
Payments of statutory withholding on net issuance of limited partner units under restricted unit incentive plan	(5)	—	—	—	—	(5)
Conversion of Class A Units to Common Units	24	(24)	—	—	—	—
Distributions	(133)	—	(45)	—	(5)	(183)
Balance at September 30, 2012	<u>\$ 1,254</u>	<u>\$ —</u>	<u>\$ 44</u>	<u>\$ (20)</u>	<u>\$ 101</u>	<u>\$1,379</u>

(See Accompanying Notes)

SUNOCO LOGISTICS PARTNERS L.P.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. Basis of Presentation

Sunoco Logistics Partners L.P. (“the Partnership”) is a publicly traded Delaware limited partnership that owns and operates a logistics business, consisting of refined products and crude oil pipelines, terminalling and storage assets, and refined products and crude oil acquisition and marketing assets. The Partnership is principally engaged in the transport, terminalling and storage of refined products and crude oil and the purchase and sale of crude oil in approximately 30 states located throughout the United States. Sunoco, Inc. and its wholly-owned subsidiaries, including Sunoco, Inc. (R&M), are collectively referred to as “Sunoco.”

On October 5, 2012, Sunoco was acquired by Energy Transfer Partners, L.P. (“ETP”). Prior to this transaction, Sunoco through its wholly-owned subsidiary Sunoco Partners LLC served as the Partnership’s general partner and owned a two percent general partner interest, all of the incentive distribution rights and a 32.4 percent limited partner interest in the Partnership. In connection with the acquisition, Sunoco’s interests in the general partner and limited partnership were contributed to ETP, resulting in a change of control of the Partnership’s general partner. As a result, the Partnership’s assets and liabilities are required to be adjusted to fair value on the closing date by application of “push-down” accounting. The new basis of accounting will be reflected in the Partnership’s financial statements beginning in the fourth quarter 2012.

The condensed consolidated financial statements reflect the results of Sunoco Logistics Partners L.P. and its wholly-owned subsidiaries, including Sunoco Logistics Partners Operations L.P., and include the accounts of entities in which the Partnership has a controlling financial interest. A controlling financial interest is evidenced by either a voting interest greater than 50 percent or a risk and rewards model that identifies the Partnership or one of its subsidiaries as the primary beneficiary of a variable interest entity. The Partnership holds a controlling financial interest in Inland Corporation (“Inland”), Mid-Valley Pipeline Company (“Mid-Valley”) and West Texas Gulf Pipe Line Company (“West Texas Gulf”), and as such, these joint ventures are reflected as consolidated subsidiaries of the Partnership from the respective dates of acquisition. All significant intercompany accounts and transactions are eliminated in consolidation and noncontrolling interests in equity and net income are shown separately in the condensed consolidated balance sheets and statements of comprehensive income. Equity ownership interests in corporate joint ventures in which the Partnership does not have a controlling financial interest are accounted for under the equity method of accounting.

In June 2011, the Financial Accounting Standards Board (“FASB”) codified guidance related to the presentation of comprehensive income. The guidance requires entities to present net income and other comprehensive income in a single continuous statement of comprehensive income or in two separate, but consecutive, statements. For the three and nine months ended September 30, 2012 and 2011, the Partnership presents the components of net income and total comprehensive income in its condensed consolidated statements of comprehensive income. The new guidance does not change the components that are recognized in net income and the components that are recognized in other comprehensive income. The revised presentation has been retroactively applied to all periods presented.

The accompanying condensed consolidated financial statements are presented in accordance with the requirements of Form 10-Q and accounting principles generally accepted in the United States for interim financial reporting. They do not include all disclosures normally made in financial statements contained in Form 10-K. In management’s opinion, all adjustments necessary for a fair presentation of the results of operations, financial position and cash flows for the periods shown have been made. All such adjustments are of a normal recurring nature. Results for the three and nine months ended September 30, 2012 are not necessarily indicative of results for the full year 2012.

2. Change in Business and Other Matters

In February 2012, the Partnership sold its refined products terminal and pipeline assets in Big Sandy, Texas for \$11 million. The buyer also assumed a \$1 million environmental liability associated with the assets. The net book value of the assets sold and liability transferred approximated the sale price. In connection with the sale, the Partnership also agreed to cancel existing throughput and deficiency agreements in exchange for cash payments of \$11 million. During the first quarter 2012, the Partnership recognized a total gain of \$11 million, which primarily related to the contract settlement. The gain was recorded as \$5 and \$6 million within the Refined Products Pipelines and Terminal Facilities segments, respectively.

Management has continued to assess the impact that Sunoco's decision to exit its refining business in the northeast will have on the Partnership's assets that have historically served the refineries and determined that the Partnership's refined products pipeline and terminal assets continue to have expected future cash flows that support their carrying values. However, the Partnership recognized a \$42 million charge in the fourth quarter 2011 for certain crude oil terminal assets which would be negatively impacted if the Philadelphia refinery was permanently idled. This included a \$31 million non-cash impairment for asset write-downs at the Fort Mifflin Terminal Complex and \$11 million for regulatory obligations which would have been incurred if the assets were permanently idled.

In September 2012, Sunoco completed the formation of Philadelphia Energy Solutions ("PES"), a joint venture with The Carlyle Group, which enabled the Philadelphia refinery to continue operating. The Carlyle Group will hold the controlling interest and oversee day-to-day operations of the joint venture and the refinery. Sunoco retained a non-operating minority interest of approximately 33 percent. During the second quarter 2012, the Partnership reversed \$10 million of regulatory obligations which were no longer expected to be incurred.

3. Related Party Transactions

Acquisition of Sunoco

The general and limited partner interests that were previously owned by Sunoco were contributed to ETP in connection with the acquisition of Sunoco by ETP. As a result of these transactions, both the Partnership and Sunoco became consolidated subsidiaries of ETP. The Partnership has various operating and administrative agreements with Sunoco, including the agreements described below. Sunoco continues to operate its retail marketing network and is expected to continue utilizing the Partnership's pipeline and tank assets. Sunoco continues to perform the administrative functions defined in such agreements on the Partnership's behalf. The Partnership continues to work with ETP in determining how the acquisition will impact these agreements going forward.

Advances to/from Affiliate

The Partnership has a treasury services agreement with Sunoco pursuant to which it, among other things, participates in Sunoco's centralized cash management program. Under this program, all of the Partnership's cash receipts and cash disbursements are processed, together with those of Sunoco and its other subsidiaries, through Sunoco's cash accounts with a corresponding credit or charge to an intercompany account. The intercompany balances are settled periodically, but no less frequently than monthly. Amounts due from Sunoco earn interest at a rate equal to the average rate of the Partnership's third-party money market investments, while amounts due to Sunoco bear interest at a rate equal to the interest rate provided in the Operating Partnership's \$350 million Credit Facility (see Note 8).

Administrative Services

The Partnership has no employees, and reimburses Sunoco for certain costs and other direct expenses incurred on the Partnership's behalf. These costs may be increased if the acquisition or construction of new assets or businesses requires an increase in the level of general and administrative services received by the Partnership.

Under the Omnibus Agreement, the Partnership pays Sunoco an annual administrative fee that includes expenses incurred by Sunoco and its affiliates to perform certain centralized corporate functions, such as legal, accounting, treasury, engineering, information technology, insurance, and other corporate services, including the administration of employee benefit plans. This fee was \$13 million for the year ended December 31, 2011. The fee increased to \$18 million for 2012 to cover additional consolidation of services provided by Sunoco that were previously provided by third parties and includes an allocation of certain senior management costs from Sunoco. This fee does not include the cost of shared insurance programs (which are allocated to the Partnership based upon its share of the cash premiums incurred), the salaries of pipeline and terminal personnel or other employees of the general partner or the cost of their employee benefits.

The Partnership's share of allocated Sunoco employee benefit plan expenses, including noncontributory defined benefit retirement plans, defined contribution 401(k) plans, employee and retiree medical, dental and life insurance plans, incentive compensation plans and other such benefits are reflected in cost of products sold and operating expenses and selling, general and administrative expenses in the condensed consolidated statements of comprehensive income.

Affiliated Revenues and Accounts Receivable, Affiliated Companies

The Partnership is party to various agreements with Sunoco to supply refined products and to provide pipeline and terminalling services to Sunoco and PES. Affiliated revenues in the condensed consolidated statements of comprehensive income consist of sales of refined products and crude oil, as well as the related provision, and services including pipeline transportation, terminalling, and storage and blending for Sunoco. Affiliated revenues include sales of crude oil to Sunoco which were priced using market-based rates and sales of refined products which are priced using market-based rates under agreements that are negotiated annually. Service revenues are recognized based on published tariffs or negotiated rates.

Capital Contributions

In the first nine months of 2012 and 2011, the Partnership issued 0.3 and 0.2 million limited partnership units, respectively, to participants in the Sunoco Partners LLC Long-Term Incentive Plan ("LTIP") upon completion of award vesting requirements. As a result of these issuances of limited partnership units, the general partner contributed less than \$1 million during the first nine months of 2012 and 2011 to maintain its 2 percent general partner interest. The Partnership recorded these amounts as capital contributions to Equity within its condensed consolidated balance sheets.

4. Net Income Attributable to Sunoco Logistics Partners L.P. Per Limited Partner Unit Data

The general partner's interest in net income attributable to Sunoco Logistics Partners L.P. ("net income attributable to Partners") consists of its 2 percent general partner interest and "incentive distributions," which are increasing percentages, up to 50 percent of quarterly distributions in excess of \$0.1667 per common unit (see Note 11). The general partner was allocated net income attributable to Partners of \$21 and \$14 million (representing 16 and 15 percent respectively of total net income attributable to Partners) for the three months ended September 30, 2012 and 2011, respectively, and \$55 and \$40 million (representing 14 and 17 percent respectively of total net income attributable to Partners) for the nine months ended September 30, 2012 and 2011, respectively. Diluted net income attributable to Partners per common unit is calculated by dividing net income attributable to Partners by the sum of the weighted average number of common and Class A units outstanding, prior to conversion to common units, and the dilutive effect of incentive unit awards (see Note 12).

In July 2011, the Partnership issued 3.9 million Class A units to Sunoco in connection with the acquisition of the Eagle Point tank farm and related assets. These deferred distribution units represented a new class of units that were converted to common units in July 2012. Prior to their conversion, the Class A units participated in the allocation of net income on a pro-rata basis with the common units.

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The following table sets forth the reconciliation of the weighted average number of common and Class A units used to compute basic net income attributable to Partners per common unit to those used to compute diluted net income attributable to Partners per common unit for the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in millions)			
Weighted average number of common units outstanding - basic	103.6	103.3	103.5	100.7
Add effect of dilutive incentive awards	0.3	0.4	0.4	0.4
Weighted average number of common units - diluted	<u>103.9</u>	<u>103.7</u>	<u>103.9</u>	<u>101.1</u>

5. Inventories

The components of inventories are as follows:

	September 30,	December 31,
	2012	2011
	(in millions)	
Crude oil	\$ 177	\$ 142
Refined products	60	55
Refined products additives	3	2
Materials, supplies and other	10	7
	<u>\$ 250</u>	<u>\$ 206</u>

6. Income Taxes

The Partnership is not a taxable entity for U.S. federal income tax purposes, or for the majority of states that impose income taxes. Rather, income taxes are generally assessed at the partner level. There are some states in which the Partnership operates where it is subject to state and local income taxes. Substantially all of the income tax reflected in the Partnership's condensed consolidated financial statements is derived from the operations of Inland, Mid-Valley and West Texas Gulf, all of which are entities subject to income taxes for federal and state purposes at the corporate level. The effective tax rates for these entities approximate the federal statutory rate of 35 percent.

In taxable jurisdictions, the Partnership records deferred income taxes on all significant temporary differences between the book basis and the tax basis of assets and liabilities. The net deferred tax liabilities reflected on the condensed consolidated balance sheets are derived principally from the difference in the book and tax bases of properties, plants and equipment associated with the Inland, Mid-Valley and West Texas Gulf acquisitions.

[Table of Contents](#)**7. Investment in Affiliates**

The Partnership's corporate joint ventures own refined products pipeline systems. The Partnership's ownership percentages in corporate joint ventures as of September 30, 2012 and December 31, 2011 were as follows:

	Ownership Percentage
Explorer Pipeline Company	9.4%
Yellowstone Pipe Line Company	14.0%
West Shore Pipe Line Company	17.1%
Wolverine Pipe Line Company	31.5%

The following table provides summarized, unaudited income statement information on a 100 percent basis for the Partnership's corporate joint ventures for the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in millions)			
Income Statement Data:				
Total revenues	\$ 194	\$ 110	\$ 359	\$ 286
Income before income taxes	\$ 121	\$ 45	\$ 175	\$ 115
Net income	\$ 75	\$ 29	\$ 108	\$ 70

The following table provides summarized, unaudited balance sheet information on a 100 percent basis for the Partnership's corporate joint ventures as of September 30, 2012 and December 31, 2011:

	September 30, 2012	December 31, 2011
	(in millions)	
Balance Sheet Data:		
Current assets	\$ 219	\$ 130
Non-current assets	\$ 635	\$ 648
Current liabilities	\$ 141	\$ 127
Non-current liabilities	\$ 528	\$ 549
Net equity	\$ 185	\$ 102

8. Debt

The components of the Partnership's debt balances are as follows:

	September 30, 2012	December 31, 2011
	(in millions)	
Credit Facilities		
\$350 million Credit Facility, due August 2016	\$ 96	\$ —
\$200 million Credit Facility, due August 2013	74	—
\$35 million Credit Facility, due April 2015 ⁽¹⁾	9	—
Senior Notes		
Senior Notes - 7.25%, due February 2012 ⁽²⁾	—	250
Senior Notes - 8.75%, due February 2014	175	175
Senior Notes - 6.125%, due May 2016	175	175
Senior Notes - 5.50%, due February 2020	250	250
Senior Notes - 4.65%, due February 2022	300	300
Senior Notes - 6.85%, due February 2040	250	250
Senior Notes - 6.10%, due February 2042	300	300
Total debt	1,629	1,700
Less:		
Unamortized bond discount	(2)	(2)
Current portion of long-term debt ⁽³⁾	—	(250)
Long-term debt, net of current portion	<u>\$ 1,627</u>	<u>\$ 1,448</u>

⁽¹⁾ The \$35 million Credit Facility is held by West Texas Gulf.

⁽²⁾ The 7.25 percent Senior Notes matured and were repaid in February 2012.

⁽³⁾ Amounts outstanding under the Partnership's credit facilities at September 30, 2012 have been classified as long-term debt as the Partnership has the intent and ability to refinance such borrowings on a long-term basis.

Credit Facilities

The Partnership maintains two credit facilities totaling \$550 million to fund the Partnership's working capital requirements, finance acquisitions and capital projects and for general partnership purposes. The credit facilities consist of a \$350 million unsecured credit facility which expires in August 2016 (the "\$350 million Credit Facility") and a \$200 million unsecured credit facility which expires in August 2013 (the "\$200 million Credit Facility"). Outstanding borrowings under these credit facilities were \$170 million at September 30, 2012. At December 31, 2011 there were no outstanding borrowings under these credit facilities.

The \$350 and \$200 million Credit Facilities contain various covenants limiting the Partnership's ability to incur indebtedness; grant certain liens; make certain loans, acquisitions and investments; make any material change to the nature of its business; or enter into a merger or sale of assets, including the sale or transfer of interests in the Operating Partnership's subsidiaries. The credit facilities also limit the Partnership, on a rolling four-quarter basis, to a maximum total consolidated debt to consolidated EBITDA ratio, as defined in the underlying credit agreements, of 5.0 to 1, which can generally be increased to 5.5 to 1 during an acquisition period. The Partnership's ratio of total debt to EBITDA was 2.3 to 1 at September 30, 2012, as calculated in accordance with the credit agreements.

In connection with the acquisition of Sunoco by ETP in October 2012, Sunoco's interests in the general partner and limited partnership were contributed to ETP, resulting in a change of control of the Partnership's general partner. This would have represented an event of default under the Partnership's credit facilities as the general partner interests would no longer be owned by Sunoco. During the third quarter 2012, the Partnership amended this provision of its credit facilities to avoid an event of default upon the transfer of the general partner interest to ETP.

In May 2012, West Texas Gulf entered into a \$35 million revolving credit facility (the "\$35 million Credit Facility") which expires in April 2015. The facility is available to fund West Texas Gulf's general corporate purposes including working capital and capital expenditures. The credit facility also limits West Texas Gulf, on a rolling four-quarter basis, to a minimum fixed charge coverage ratio, as defined in the underlying credit agreement. The ratio for the fiscal quarter ending September 30, 2012 shall not be less than 0.80 to 1. The minimum ratio fluctuates between 0.80 to 1 and 1.00 to 1 throughout the term of the revolver as specified in the credit agreement. In addition, the credit facility limits West Texas Gulf to a maximum leverage ratio of 2.00 to 1. West Texas Gulf's fixed charge coverage ratio and leverage ratio were 0.98 to 1 and 0.28 to 1, respectively, at September 30, 2012. Outstanding borrowings under this credit facility were \$9 million at September 30, 2012.

9. Commitments and Contingent Liabilities

The Partnership is subject to numerous federal, state and local laws which regulate the discharge of materials into the environment or that otherwise relate to the protection of the environment. These laws and regulations can result in liabilities and loss contingencies for remediation at the Partnership's facilities and at third-party or formerly owned sites. At September 30, 2012 and December 31, 2011, there were accrued liabilities for environmental remediation in the condensed consolidated balance sheets of \$4 million. The accrued liabilities for environmental remediation do not include any amounts attributable to unasserted claims, since no unasserted claims are probable of settlement or reasonably estimable, nor have any expected recoveries from insurance been recognized in earnings. Charges against income for environmental remediation totaled \$1 million for the three months ended September 30, 2012 and 2011, respectively, and \$6 and \$4 million for the nine months ended September 30, 2012 and 2011, respectively. The Partnership maintains insurance programs that cover certain of its existing or potential environmental liabilities. Claims for recovery of environmental liabilities and previous expenditures that are probable of realization totaled \$14 million at September 30, 2012 and are included in other assets in the condensed consolidated balance sheets.

Total future costs for environmental remediation activities will depend upon, among other things, the identification of any additional sites, the determination of the extent of the contamination at each site, the timing and nature of required remedial actions, the technology available and needed to meet the various existing legal requirements, the nature and extent of future environmental laws, inflation rates and the determination of the Partnership's liability at multi-party sites, if any, in light of uncertainties with respect to joint and several liability, and the number, participation levels and financial viability of other parties.

Sunoco has indemnified the Partnership for 30 years from environmental and toxic tort liabilities related to the assets contributed to the Partnership that arose from the operation of such assets prior to the closing of the February 2002 initial public offering ("IPO"). Sunoco has indemnified the Partnership for 100 percent of all losses asserted within the first 21 years of closing of the IPO. Sunoco's share of liability for claims asserted thereafter will decrease by 10 percent per year. For example, for a claim asserted during the twenty-third year after closing of the IPO, Sunoco would be required to indemnify the Partnership for 80 percent of its loss. There is no monetary cap on the amount of indemnity coverage provided by Sunoco. The Partnership has agreed to indemnify Sunoco for events and conditions associated with the operation of the Partnership's assets that occur on or after the closing of the IPO and for environmental and toxic tort liabilities to the extent Sunoco is not required to indemnify the Partnership.

Management of the Partnership does not believe that any liabilities which may arise from claims indemnified by Sunoco would be material in relation to the results of operations, financial position or cash flows of the Partnership at September 30, 2012. There are certain other pending legal proceedings related to matters arising after the IPO that are not indemnified by Sunoco. Management believes that any liabilities that may arise from these legal proceedings will not be material in relation to the Partnership's results of operations, financial position or cash flows at September 30, 2012.

10. Equity

The changes in the number of common units outstanding from January 1, 2011 through September 30, 2012 are as follows:

	Common Units	Class A Units (in millions)	Total Units
Balance at January 1, 2011	99.2	—	99.2
Units issued under incentive plans	0.2	—	0.2
Class A Units issued to Sunoco	—	3.9	3.9
Balance at December 31, 2011	99.4	3.9	103.3
Conversion of Class A Units	3.9	(3.9)	—
Units issued under incentive plans	0.3	—	0.3
Balance at September 30, 2012	<u>103.6</u>	<u>—</u>	<u>103.6</u>

In July 2011, the Partnership issued 3.9 million Class A units to Sunoco in connection with the acquisition of the Eagle Point tank farm and related assets. These deferred distribution units represented a new class of units that were converted to common units in July 2012. Prior to their conversion, the Class A units participated in the allocation of net income on a pro-rata basis with the common units.

11. Cash Distributions

Within 45 days after the end of each quarter, the Partnership distributes all cash on hand at the end of the quarter, less reserves established by the general partner at its discretion. This is defined as “available cash” in the partnership agreement. The general partner has broad discretion to establish cash reserves that it determines are necessary or appropriate to properly conduct the Partnership’s business. The Partnership will make quarterly distributions to the extent there is sufficient cash from operations after the establishment of cash reserves and the payment of fees and expenses, including payments to the general partner.

If cash distributions exceed \$0.1667 per unit in a quarter, the general partner will receive increasing percentages, up to 50 percent, of the cash distributed in excess of that amount. These distributions are referred to as “incentive distributions.” The percentage interests for the unitholders and the general partner for the minimum quarterly distribution are also applicable to quarterly distribution amounts that are less than the minimum quarterly distribution.

The following table shows the target distribution levels and distribution “splits” between the general partner and the holders of the Partnership’s common units:

	Total Quarterly Distribution Target Amount	Marginal Percentage Interest in Distributions	
		General Partner	Unitholders
Minimum Quarterly Distribution	\$0.1500	2%	98%
First Target Distribution	up to \$0.1667	2%	98%
Second Target Distribution	above \$0.1667		
	up to \$0.1917	15%*	85%
Third Target Distribution	above \$0.1917		
	up to \$0.5275	37%*	63%
Thereafter	above \$0.5275	50%*	50%

* Includes 2 percent general partner interest.

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The distributions paid by the Partnership for the period from January 1, 2011 through September 30, 2012 are summarized below:

<u>Date Cash Distribution Paid</u>	<u>Cash Distribution per Limited Partner Unit</u>	<u>Total Cash Distribution to the Limited Partners (in millions)</u>	<u>Total Cash Distribution to the General Partner (in millions)</u>
August 14, 2012	\$ 0.4700	\$ 49	\$ 17
May 15, 2012	\$ 0.4275	\$ 43	\$ 14
February 14, 2012	\$ 0.4200	\$ 41	\$ 14
November 14, 2011	\$ 0.4133	\$ 41	\$ 13
August 12, 2011	\$ 0.4050	\$ 40	\$ 13
May 13, 2011	\$ 0.3983	\$ 40	\$ 12
February 14, 2011	\$ 0.3933	\$ 39	\$ 12

On November 7, 2012, Sunoco Partners LLC, the general partner of Sunoco Logistics Partners L.P., declared a cash distribution of \$0.5175 per common unit (\$2.07 annualized), representing the distribution for the third quarter 2012. The \$74 million distribution, including \$20 million to the general partner, will be paid on November 14, 2012 to common unitholders of record on November 8, 2012.

12. Management Incentive Plan

Sunoco Partners LLC, the general partner of the Partnership, has adopted the Sunoco Partners LLC Long-Term Incentive Plan ("LTIP") for directors, officers and employees of the general partner who perform services for the Partnership. The LTIP is administered by the independent directors of the Compensation Committee of the general partner's board of directors with respect to employee and officer awards, and by the general partner's board of directors with respect to awards granted to the independent members. The LTIP currently permits the grant of restricted units and unit options covering an additional 0.7 million common units. Restricted unit awards may also include tandem distribution equivalent rights ("DERs") at the discretion of the Compensation Committee.

During the nine-month periods ended September 30, 2012 and 2011, the Partnership issued 0.3 and 0.2 million common units, respectively, under the LTIP. The Partnership recognized share-based compensation expense of \$6 and \$5 million for the nine months ended September 30, 2012 and 2011, respectively. Each of the restricted unit grants also have tandem DERs which are recognized as a reduction of equity when earned. There was no material impact to the Partnership's compensation expense as a result of the change in control of the Partnership's general partner.

13. Derivatives and Risk Management

The Partnership is exposed to various market risks, including volatility in crude oil and refined product prices, counterparty credit risk and interest rate risk. In order to manage such exposure, the Partnership's policy is to (i) only purchase crude oil and refined products for which sales contracts have been executed or for which ready markets exist, (ii) structure sales contracts so that price fluctuations do not materially impact the margins earned, and (iii) not acquire and hold physical inventory, futures contracts or other derivative instruments for the purpose of speculating on commodity price changes. Although the Partnership seeks to maintain a balanced inventory position within its commodity inventories, net unbalances may occur for short periods of time due to production, transportation and delivery variances. When temporary physical inventory builds or draws do occur, the Partnership continuously manages the variances to a balanced position over a period of time. Pursuant to the Partnership's approved risk management policy, derivative contracts may be used to hedge or reduce exposure to price risk associated with acquired inventory or forecasted physical transactions.

Price Risk Management

The Partnership is exposed to risks associated with changes in the market price of crude oil and refined products as a result of the forecasted purchase or sale of these products. These risks are primarily associated with price volatility related to pre-existing or anticipated purchases, sales and storage. Price changes are often caused by shifts in the supply and demand for these commodities, as well as their locations. The physical contracts related to the Partnership's crude oil and refined products businesses that qualify as derivatives have been designated as normal purchases and sales and are accounted for using traditional accrual accounting. The Partnership accounts for derivatives that do not qualify as normal purchases and sales at fair value. The Partnership does utilize derivatives such as swaps, futures and other derivative instruments to mitigate the risk associated with market movements in the price of refined products. These derivative contracts act as a hedging mechanism against the volatility of prices by allowing the Partnership to transfer this price risk to counterparties who are able and willing to bear it.

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While all derivative instruments utilized by the Partnership represent economic hedges, certain of these derivatives are not designated as hedges for accounting purposes. Such derivatives include certain contracts that were entered into and closed during the same accounting period and a limited number of contracts for which there is not sufficient correlation to the related items being economically hedged.

For refined product derivative contracts that are not designated as hedges for accounting purposes, all realized and unrealized gains and losses are recognized in the statement of comprehensive income during the current period. For refined product derivative contracts that are designated and qualify as cash flow hedges, the portion of the gain or loss on the derivative contract that is effective in offsetting the variable cash flows associated with the hedged forecasted transaction is reported as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. The remaining gain or loss on the derivative contract in excess of the cumulative change in the present value of future cash flows of the hedged item, if any (i.e., the ineffective portion), is recognized in earnings during the current period. All realized gains and losses associated with refined product derivative contracts are recorded in earnings in the same line item as the forecasted transaction being hedged, either sales and other operating revenue or cost of products sold and operating expenses.

The Partnership had open derivative positions of approximately 3.9 and 1.5 million barrels of refined products at September 30, 2012 and December 31, 2011, respectively. The derivatives outstanding as of September 30, 2012 vary in duration but do not extend beyond one year. The Partnership records its derivatives at fair value based on observable market prices (levels 1 and 2). As of September 30, 2012 and December 31, 2011, the fair values of the Partnership's derivative assets and liabilities were:

	<u>September 30, 2012</u>	<u>December 31, 2011</u>
	(in millions)	
Derivative assets	\$ 5	\$ 6
Derivative liabilities	(28)	(2)
	<u>\$ (23)</u>	<u>\$ 4</u>

Derivative asset and liability balances are recorded in accounts receivable and accrued liabilities, respectively, in the condensed consolidated balance sheets.

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The Partnership's derivative positions are comprised primarily of commodity contracts. The following tables set forth the impact of derivatives on the Partnership's financial performance for the three and nine months ended September 30, 2012 and 2011:

	Gains (Losses) Recognized in Other Comprehensive Income (Loss)	Gains (Losses) Recognized in Earnings	Location of Gains (Losses) Recognized in Earnings
	(in millions)		
Three Months Ended September 30, 2012			
Derivatives designated as cash flow hedging instruments:			
Commodity contracts	\$ (17)	\$ —	Sales and other operating revenue
Commodity contracts	—	—	Cost of products sold and operating expenses
	<u>\$ (17)</u>	<u>\$ —</u>	
Derivatives not designated as hedging instruments:			
Commodity contracts		\$ (10)	Sales and other operating revenue
Commodity contracts		3	Cost of products sold and operating expenses
		<u>\$ (7)</u>	
Three Months Ended September 30, 2011			
Derivatives designated as cash flow hedging instruments:			
Commodity contracts	\$ 11	\$ —	Sales and other operating revenue
Commodity contracts	—	—	Cost of products sold and operating expenses
	<u>\$ 11</u>	<u>\$ —</u>	
Derivatives not designated as hedging instruments:			
Commodity contracts		\$ 5	Sales and other operating revenue
Commodity contracts		1	Cost of products sold and operating expenses
		<u>\$ 6</u>	

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	Gains (Losses) Recognized in Other Comprehensive Income (Loss)	Gains (Losses) Recognized in Earnings	Location of Gains (Losses) Recognized in Earnings
	(in millions)		
Nine Months Ended September 30, 2012			
Derivatives designated as cash flow hedging instruments:			
Commodity contracts	\$ (21)	\$ (3)	Sales and other operating revenue
Commodity contracts	—	1	Cost of products sold and operating expenses
	<u>\$ (21)</u>	<u>\$ (2)</u>	
Derivatives not designated as hedging instruments:			
Commodity contracts		\$ (7)	Sales and other operating revenue
Commodity contracts		(4)	Cost of products sold and operating expenses
		<u>\$ (11)</u>	
Nine Months Ended September 30, 2011			
Derivatives designated as cash flow hedging instruments:			
Commodity contracts	\$ 12	\$ (4)	Sales and other operating revenue
Commodity contracts	—	1	Cost of products sold and operating expenses
	<u>\$ 12</u>	<u>\$ (3)</u>	
Derivatives not designated as hedging instruments:			
Commodity contracts		\$ 7	Sales and other operating revenue
Commodity contracts		(1)	Cost of products sold and operating expenses
		<u>\$ 6</u>	

Credit Risk Management

The Partnership maintains credit policies with regard to its counterparties that management believes minimize the overall credit risk through credit analysis, credit approvals, credit limits and monitoring procedures. The credit positions of the Partnership's customers' are analyzed prior to the extension of credit and periodically after credit has been extended. At September 30, 2012 and December 31, 2011, the Partnership did not hold any over-the-counter derivatives.

Interest Rate Risk Management

The Partnership has interest rate risk exposure for changes in interest rates related to its outstanding borrowings. The Partnership manages its exposure to changes in interest rates through the use of a combination of fixed-rate and variable-rate debt. At September 30, 2012, the Partnership had \$179 million of consolidated variable-rate borrowings under its revolving credit facilities.

14. Fair Value Measurements

The Partnership applies fair value accounting for all financial assets and liabilities that are required to be measured at fair value under current accounting rules, primarily derivatives. The assets and liabilities that are measured at fair value on a recurring basis are not material to the Partnership's condensed consolidated balance sheets.

The Partnership determines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Partnership utilizes valuation techniques that maximize the use of observable inputs (levels 1 and 2) and minimize the use of unobservable inputs (level 3) within the fair value hierarchy established by the FASB. The Partnership generally applies a "market approach" to determine fair value. This method uses pricing and other information generated by market transactions for identical or comparable assets and liabilities. Assets and liabilities are classified within the fair value hierarchy based on the lowest level (least observable) input that is significant to the measurement in its entirety.

The estimated fair value of financial instruments has been determined based on the Partnership's assessment of available market information and appropriate valuation methodologies. The Partnership's current assets (other than derivatives and inventories) and current liabilities are financial instruments and most of these items are recorded at cost in the condensed consolidated balance sheets. The estimated fair value of these financial instruments approximates their carrying value due to their short-term nature. The

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Partnership's derivatives are measured and recorded at fair value based on observable market prices (Note 13). The estimated fair values of the Senior Notes are determined using observable market prices, as these notes are actively traded. The estimated aggregate fair value of the Senior Notes at September 30, 2012 was \$1.62 billion, compared to the carrying amount of \$1.45 billion. The estimated aggregate fair value of the Senior Notes at December 31, 2011 was \$1.91 billion, compared to the carrying amount of \$1.70 billion.

In May 2011, the FASB issued a new accounting standard update which amended the fair value measurement guidance and includes some enhanced disclosure requirements. The most significant change in disclosures is an expansion of the information required for level 3 measurements based on unobservable inputs. The Partnership adopted the amended guidance on January 1, 2012. The adoption of the amended guidance did not have a material impact on the Partnership's condensed consolidated financial statements and disclosures.

15. Business Segment Information

The following tables summarize condensed statement of comprehensive income information concerning the Partnership's business segments and reconcile total segment operating income to net income attributable to Sunoco Logistics Partners L.P. for the three and nine months ended September 30, 2012 and 2011, respectively.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
(in millions)				
Sales and other operating revenue ⁽¹⁾				
Crude Oil Pipelines	\$ 108	\$ 81	\$ 288	\$ 233
Crude Oil Acquisition and Marketing	3,010	2,671	9,258	7,028
Terminal Facilities	101	94	406	279
Refined Products Pipelines	33	37	96	93
Intersegment eliminations	(45)	(36)	(127)	(104)
Total sales and other operating revenue	<u>\$ 3,207</u>	<u>\$ 2,847</u>	<u>\$9,921</u>	<u>\$7,529</u>
Depreciation and amortization				
Crude Oil Pipelines	\$ 6	\$ 7	\$ 19	\$ 19
Crude Oil Acquisition and Marketing	6	4	16	5
Terminal Facilities	10	8	28	24
Refined Products Pipelines	4	5	13	13
Total depreciation and amortization	<u>\$ 26</u>	<u>\$ 24</u>	<u>\$ 76</u>	<u>\$ 61</u>
Impairment charge and related matters ⁽²⁾⁽³⁾				
Crude Oil Acquisition and Marketing	\$ —	\$ —	\$ 8	\$ —
Terminal Facilities	—	—	(10)	—
Refined Products Pipelines	—	—	1	—
Total impairment charge and related matters	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (1)</u>	<u>\$ —</u>
Operating income				
Crude Oil Pipelines	\$ 67	\$ 43	\$ 183	\$ 129
Crude Oil Acquisition and Marketing	48	41	134	75
Terminal Facilities	39	33	137	96
Refined Products Pipelines	11	11	24	24
Total operating income	165	128	478	324
Net interest expense	20	24	65	63
Income before provision for income taxes	145	104	413	261
Provision for income taxes	8	7	24	18
Net Income	137	97	389	243
Less: Net Income attributable to noncontrolling interests	3	2	8	6
Net Income Attributable to Partners	<u>\$ 134</u>	<u>\$ 95</u>	<u>\$ 381</u>	<u>\$ 237</u>

⁽¹⁾ Sales and other operating revenue includes amounts from Sunoco for the three and nine months ended September 30, 2012 and 2011 of:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
(in millions)				
Crude Oil Pipelines	\$ —	\$ —	\$ —	\$ 6
Crude Oil Acquisition and Marketing	101	—	307	247
Terminal Facilities	28	23	118	81
Refined Products Pipelines	12	16	36	47
Total sales and other operating revenue from Sunoco	<u>\$ 141</u>	<u>\$ 39</u>	<u>\$ 461</u>	<u>\$ 381</u>

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- (2) In the first quarter 2012, the Partnership recognized a non-cash impairment charge related to a cancelled software project for the crude oil acquisition and marketing business and a refined products pipeline project in Texas. The impairment was recorded as \$8 and \$1 million within the Crude Oil Acquisition and Marketing and Refined Products Pipelines segments, respectively.
- (3) In the second quarter 2012, the Partnership recognized a \$10 million gain on the reversal of certain regulatory obligations. Such expenses were no longer expected to be incurred as the Philadelphia refinery will continue to operate in connection with Sunoco's joint venture with The Carlyle Group.

The following table provides the identifiable assets for each segment as of September 30, 2012 and December 31, 2011:

	September 30, 2012	(in millions)	December 31, 2011
Crude Oil Pipelines	\$ 1,097		\$ 1,055
Crude Oil Acquisition and Marketing	2,291		2,469
Terminal Facilities	1,184		1,053
Refined Products Pipelines	757		736
Corporate and other ^(a)	91		164
Total identifiable assets	<u>\$ 5,420</u>		<u>\$ 5,477</u>

- (a) Corporate and other assets consist primarily of cash and cash equivalents, advances to affiliates, deferred financing costs and properties, plants and equipment.

16. Supplemental Condensed Consolidating Financial Information

The Partnership serves as guarantor of the Senior Notes. These guarantees are full and unconditional. For purposes of the following condensed consolidating financial information, Sunoco Logistics Partners L.P. is referred to as "Parent Guarantor" and Sunoco Logistics Partners Operations L.P. is referred to as "Subsidiary Issuer." All other consolidated subsidiaries of the Partnership are collectively referred to as "Non-Guarantor Subsidiaries."

The following supplemental condensed consolidating financial information reflects the Parent Guarantor's separate accounts, the Subsidiary Issuer's separate accounts, the combined accounts of the Non-Guarantor Subsidiaries, the combined consolidating adjustments and eliminations and the Parent Guarantor's consolidated accounts for the dates and periods indicated. For purposes of the following condensed consolidating financial information, the Parent Guarantor's investments in its subsidiaries and the Subsidiary Issuer's investments in its subsidiaries are accounted for under the equity method of accounting.

Condensed Consolidating Statement of Comprehensive Income
Three Months Ended September 30, 2012
(in millions, unaudited)

	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
Revenues					
Sales and other operating revenue:					
Unaffiliated customers	\$ —	\$ —	\$ 3,066	\$ —	\$3,066
Affiliates	—	—	141	—	141
Other income	—	—	11	—	11
Equity in earnings of subsidiaries	134	153	—	(287)	—
Total Revenues	<u>134</u>	<u>153</u>	<u>3,218</u>	<u>(287)</u>	<u>3,218</u>
Costs and Expenses					
Cost of products sold and operating expenses	—	—	2,997	—	2,997
Depreciation and amortization expense	—	—	26	—	26
Selling, general and administrative expenses	—	—	30	—	30
Total Costs and Expenses	<u>—</u>	<u>—</u>	<u>3,053</u>	<u>—</u>	<u>3,053</u>
Operating Income	134	153	165	(287)	165
Interest cost and debt expense, net	—	23	1	—	24
Capitalized interest	—	(4)	—	—	(4)
Income Before Provision for Income Taxes	134	134	164	(287)	145
Provision for income taxes	—	—	8	—	8
Net Income	134	134	156	(287)	137
Less: Net income attributable to noncontrolling interests	—	—	3	—	3
Net Income Attributable to Partners	<u>\$ 134</u>	<u>\$ 134</u>	<u>\$ 153</u>	<u>\$ (287)</u>	<u>\$ 134</u>
Comprehensive Income	<u>\$ 134</u>	<u>\$ 134</u>	<u>\$ 139</u>	<u>\$ (287)</u>	<u>\$ 120</u>
Less: Comprehensive income attributable to noncontrolling interests	—	—	3	—	3
Comprehensive Income Attributable to Partners	<u>\$ 134</u>	<u>\$ 134</u>	<u>\$ 136</u>	<u>\$ (287)</u>	<u>\$ 117</u>

Condensed Consolidating Statement of Comprehensive Income
Three Months Ended September 30, 2011
(in millions, unaudited)

	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
Revenues					
Sales and other operating revenue:					
Unaffiliated customers	\$ —	\$ —	\$ 2,808	\$ —	\$2,808
Affiliates	—	—	39	—	39
Other income	—	—	3	—	3
Equity in earnings of subsidiaries	95	119	—	(214)	—
Total Revenues	<u>95</u>	<u>119</u>	<u>2,850</u>	<u>(214)</u>	<u>2,850</u>
Costs and Expenses					
Cost of products sold and operating expenses	—	—	2,675	—	2,675
Depreciation and amortization expense	—	—	24	—	24
Selling, general and administrative expenses	—	—	23	—	23
Total Costs and Expenses	<u>—</u>	<u>—</u>	<u>2,722</u>	<u>—</u>	<u>2,722</u>
Operating Income	95	119	128	(214)	128
Interest cost and debt expense, net	—	26	—	—	26
Capitalized interest	—	(2)	—	—	(2)
Income Before Provision for Income Taxes	95	95	128	(214)	104
Provision for income taxes	—	—	7	—	7
Net Income	95	95	121	(214)	97
Less: Net income attributable to noncontrolling interests	—	—	2	—	2
Net Income Attributable to Partners	<u>\$ 95</u>	<u>\$ 95</u>	<u>\$ 119</u>	<u>\$ (214)</u>	<u>\$ 95</u>
Comprehensive Income	<u>\$ 95</u>	<u>\$ 95</u>	<u>\$ 132</u>	<u>\$ (214)</u>	<u>\$ 108</u>
Less: Comprehensive income attributable to noncontrolling interests	—	—	2	—	2
Comprehensive Income Attributable to Partners	<u>\$ 95</u>	<u>\$ 95</u>	<u>\$ 130</u>	<u>\$ (214)</u>	<u>\$ 106</u>

Condensed Consolidating Statement of Comprehensive Income
Nine Months Ended September 30, 2012
(in millions, unaudited)

	Parent Guarantor	Subsidiary Issuer	Non- Guarantor Subsidiaries	Consolidating Adjustments	Total
Revenues					
Sales and other operating revenue:					
Unaffiliated customers	\$ —	\$ —	\$ 9,460	\$ —	\$9,460
Affiliates	—	—	461	—	461
Other income	—	—	18	—	18
Gain on divestment and related matters	—	—	11	—	11
Equity in earnings of subsidiaries	381	443	—	(824)	—
Total Revenues	<u>381</u>	<u>443</u>	<u>9,950</u>	<u>(824)</u>	<u>9,950</u>
Costs and Expenses					
Cost of products sold and operating expenses	—	—	9,311	—	9,311
Depreciation and amortization expense	—	—	76	—	76
Impairment charge and related matters	—	—	(1)	—	(1)
Selling, general and administrative expenses	—	—	86	—	86
Total Costs and Expenses	<u>—</u>	<u>—</u>	<u>9,472</u>	<u>—</u>	<u>9,472</u>
Operating Income	381	443	478	(824)	478
Interest cost and debt expense, net	—	70	3	—	73
Capitalized interest	—	(8)	—	—	(8)
Income Before Provision for Income Taxes	381	381	475	(824)	413
Provision for income taxes	—	—	24	—	24
Net Income	381	381	451	(824)	389
Less: Net income attributable to noncontrolling interests	—	—	8	—	8
Net Income Attributable to Partners	<u>\$ 381</u>	<u>\$ 381</u>	<u>\$ 443</u>	<u>\$ (824)</u>	<u>\$ 381</u>
Comprehensive Income	\$ 381	\$ 381	\$ 430	\$ (824)	\$ 368
Less: Comprehensive income attributable to noncontrolling interests	—	—	8	—	8
Comprehensive Income Attributable to Partners	<u>\$ 381</u>	<u>\$ 381</u>	<u>\$ 422</u>	<u>\$ (824)</u>	<u>\$ 360</u>

Condensed Consolidating Statement of Comprehensive Income
Nine Months Ended September 30, 2011
(in millions, unaudited)

	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
Revenues					
Sales and other operating revenue:					
Unaffiliated customers	\$ —	\$ —	\$ 7,148	\$ —	\$ 7,148
Affiliates	—	—	381	—	381
Other income	—	—	9	—	9
Equity in earnings of subsidiaries	237	298	—	(535)	—
Total Revenues	<u>237</u>	<u>298</u>	<u>7,538</u>	<u>(535)</u>	<u>7,538</u>
Costs and Expenses					
Cost of products sold and operating expenses	—	—	7,086	—	7,086
Depreciation and amortization expense	—	—	61	—	61
Selling, general and administrative expenses	—	—	67	—	67
Total Costs and Expenses	<u>—</u>	<u>—</u>	<u>7,214</u>	<u>—</u>	<u>7,214</u>
Operating Income	237	298	324	(535)	324
Interest cost and debt expense, net	—	66	2	—	68
Capitalized interest	—	(5)	—	—	(5)
Income Before Provision for Income Taxes	237	237	322	(535)	261
Provision for income taxes	—	—	18	—	18
Net Income	237	237	304	(535)	243
Less: Net income attributable to noncontrolling interests	—	—	6	—	6
Net Income Attributable to Partners	<u>\$ 237</u>	<u>\$ 237</u>	<u>\$ 298</u>	<u>\$ (535)</u>	<u>\$ 237</u>
Comprehensive Income	<u>\$ 237</u>	<u>\$ 237</u>	<u>\$ 316</u>	<u>\$ (535)</u>	<u>\$ 255</u>
Less: Comprehensive income attributable to noncontrolling interests	—	—	6	—	6
Comprehensive Income Attributable to Partners	<u>\$ 237</u>	<u>\$ 237</u>	<u>\$ 310</u>	<u>\$ (535)</u>	<u>\$ 249</u>

Condensed Consolidating Balance Sheet
September 30, 2012
(in millions, unaudited)

	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
Assets					
Cash and cash equivalents	\$ —	\$ 2	\$ —	\$ —	\$ 2
Advances to affiliated companies	(3)	(26)	67	—	38
Accounts receivable, affiliated companies	—	—	1	—	1
Accounts receivable, net	—	—	1,998	—	1,998
Inventories	—	—	250	—	250
Total Current Assets	<u>(3)</u>	<u>(24)</u>	<u>2,316</u>	<u>—</u>	<u>2,289</u>
Properties, plants and equipment, net	—	—	2,678	—	2,678
Investment in affiliates	1,281	2,851	82	(4,132)	82
Goodwill	—	—	77	—	77
Intangible assets, net	—	—	258	—	258
Other assets	—	12	24	—	36
Total Assets	<u>\$ 1,278</u>	<u>\$ 2,839</u>	<u>\$ 5,435</u>	<u>\$ (4,132)</u>	<u>\$ 5,420</u>
Liabilities and Equity					
Accounts payable	\$ —	\$ —	\$ 1,980	\$ —	\$ 1,980
Accrued liabilities	—	14	82	—	96
Accrued taxes payable	—	—	56	—	56
Total Current Liabilities	<u>—</u>	<u>14</u>	<u>2,118</u>	<u>—</u>	<u>2,132</u>
Long-term debt	—	1,544	83	—	1,627
Other deferred credits and liabilities	—	—	61	—	61
Deferred income taxes	—	—	221	—	221
Total Liabilities	<u>—</u>	<u>1,558</u>	<u>2,483</u>	<u>—</u>	<u>4,041</u>
Total Equity	<u>1,278</u>	<u>1,281</u>	<u>2,952</u>	<u>(4,132)</u>	<u>1,379</u>
Total Liabilities and Equity	<u>\$ 1,278</u>	<u>\$ 2,839</u>	<u>\$ 5,435</u>	<u>\$ (4,132)</u>	<u>\$ 5,420</u>

Condensed Consolidating Balance Sheet
December 31, 2011
(in millions)

	Parent Guarantor	Subsidiary Issuer	Non- Guarantor Subsidiaries	Consolidating Adjustments	Total
Assets					
Cash and cash equivalents	\$ —	\$ 2	\$ 3	\$ —	\$ 5
Advances to affiliated companies	90	48	(31)	—	107
Accounts receivable, net	—	—	2,188	—	2,188
Inventories	—	—	206	—	206
Total Current Assets	<u>90</u>	<u>50</u>	<u>2,366</u>	<u>—</u>	<u>2,506</u>
Properties, plants and equipment, net	—	—	2,522	—	2,522
Investment in affiliates	1,007	2,680	73	(3,687)	73
Goodwill	—	—	77	—	77
Intangible assets, net	—	—	277	—	277
Other assets	—	13	9	—	22
Total Assets	<u>\$ 1,097</u>	<u>\$ 2,743</u>	<u>\$ 5,324</u>	<u>\$ (3,687)</u>	<u>\$ 5,477</u>
Liabilities and Equity					
Accounts payable	\$ —	\$ 1	\$ 2,110	\$ —	\$ 2,111
Current portion of long-term debt	—	250	—	—	250
Accrued liabilities	1	37	74	—	112
Accrued taxes payable	—	—	62	—	62
Total Current Liabilities	<u>1</u>	<u>288</u>	<u>2,246</u>	<u>—</u>	<u>2,535</u>
Long-term debt	—	1,448	—	—	1,448
Other deferred credits and liabilities	—	—	78	—	78
Deferred income taxes	—	—	222	—	222
Total Liabilities	<u>1</u>	<u>1,736</u>	<u>2,546</u>	<u>—</u>	<u>4,283</u>
Total Equity	<u>1,096</u>	<u>1,007</u>	<u>2,778</u>	<u>(3,687)</u>	<u>1,194</u>
Total Liabilities and Equity	<u>\$ 1,097</u>	<u>\$ 2,743</u>	<u>\$ 5,324</u>	<u>\$ (3,687)</u>	<u>\$ 5,477</u>

Condensed Consolidating Statement of Cash Flows
Nine Months Ended September 30, 2012
(in millions, unaudited)

	Parent Guarantor	Subsidiary Issuer	Non- Guarantor Subsidiaries	Consolidating Adjustments	Total
Net Cash Flows from Operating Activities	\$ 381	\$ 359	\$ 495	\$ (824)	\$ 411
Cash Flows from Investing Activities:					
Capital expenditures	—	—	(235)	—	(235)
Proceeds from divestments and related matters	—	—	11	—	11
Intercompany	(290)	(279)	(255)	824	—
Net cash provided by (used in) investing activities	(290)	(279)	(479)	824	(224)
Cash Flows from Financing Activities:					
Distributions paid to limited and general partners	(178)	—	—	—	(178)
Distributions paid to noncontrolling interests	(5)	—	—	—	(5)
Payments of statutory withholding on net issuance of limited partner units under restricted unit incentive plan	—	—	(5)	—	(5)
Repayments under credit facilities	—	(322)	—	—	(322)
Borrowings under credit facilities	—	418	83	—	501
Repayment of senior notes	—	(250)	—	—	(250)
Advances to affiliated companies, net	92	74	(97)	—	69
Net cash used in financing activities	(91)	(80)	(19)	—	(190)
Net change in cash and cash equivalents	—	—	(3)	—	(3)
Cash and cash equivalents at beginning of year	—	2	3	—	5
Cash and cash equivalents at end of period	\$ —	\$ 2	\$ —	\$ —	\$ 2

Condensed Consolidating Statement of Cash Flows
Nine Months Ended September 30, 2011
(in millions, unaudited)

	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
Net Cash Flows from Operating Activities	<u>\$ 237</u>	<u>\$ 225</u>	<u>\$ 288</u>	<u>\$ (535)</u>	<u>\$ 215</u>
Cash Flows from Investing Activities:					
Capital expenditures	—	—	(122)	—	(122)
Acquisitions	—	—	(396)	—	(396)
Intercompany	(8)	(788)	261	535	—
Net cash provided by (used in) investing activities	<u>(8)</u>	<u>(788)</u>	<u>(257)</u>	<u>535</u>	<u>(518)</u>
Cash Flows from Financing Activities:					
Distributions paid to limited and general partners	(156)	—	—	—	(156)
Distributions paid to noncontrolling interests	(3)	—	—	—	(3)
Contributions from general partner	2	—	—	—	2
Payments of statutory withholding on net issuance of limited partner units under restricted unit incentive plan	—	—	(3)	—	(3)
Repayments under credit facilities	—	(561)	—	—	(561)
Borrowings under credit facilities	—	529	—	—	529
Net proceeds from issuance of long-term debt	—	595	—	—	595
Advances to affiliated companies, net	(72)	—	(22)	—	(94)
Net cash provided by (used in) financing activities	<u>(229)</u>	<u>563</u>	<u>(25)</u>	<u>—</u>	<u>309</u>
Net change in cash and cash equivalents	—	—	6	—	6
Cash and cash equivalents at beginning of year	—	2	—	—	2
Cash and cash equivalents at end of period	<u>\$ —</u>	<u>\$ 2</u>	<u>\$ 6</u>	<u>\$ —</u>	<u>\$ 8</u>

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations
Results of Operations

The following table presents our consolidated operating results for the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2012	2011	2012	2011
	(in millions)			
Revenues				
Sales and other operating revenue:				
Unaffiliated customers	\$ 3,066	\$ 2,808	\$9,460	\$ 7,148
Affiliates	141	39	461	381
Other income	11	3	18	9
Gain on divestment and related matters	—	—	11	—
Total Revenues	3,218	2,850	9,950	7,538
Costs and Expenses				
Cost of products sold and operating expenses	2,997	2,675	9,311	7,086
Depreciation and amortization expense	26	24	76	61
Impairment charge and related matters	—	—	(1)	—
Selling, general and administrative expenses	30	23	86	67
Total Costs and Expenses	3,053	2,722	9,472	7,214
Operating Income	165	128	478	324
Interest cost and debt expense, net	24	26	73	68
Capitalized interest	(4)	(2)	(8)	(5)
Income Before Provision for Income Taxes	145	104	413	261
Provision for income taxes	8	7	24	18
Net Income	137	97	389	243
Less: Net income attributable to noncontrolling interests	3	2	8	6
Net income Attributable to Partners	\$ 134	\$ 95	\$ 381	\$ 237
Net income Attributable to Partners per Limited Partner unit:				
Basic	\$ 1.09	\$ 0.78	\$ 3.15	\$ 1.96
Diluted	\$ 1.09	\$ 0.78	\$ 3.14	\$ 1.95

Non-GAAP Financial Measures

To supplement our financial information presented in accordance with United States generally accepted accounting principles (“GAAP”), management uses additional measures that are known as “non-GAAP financial measures” in its evaluation of past performance and prospects for the future. The primary measures used by management are earnings before interest, taxes, depreciation and amortization expenses and other non-cash items (“Adjusted EBITDA”) and distributable cash flow (“DCF”).

Our management believes Adjusted EBITDA and distributable cash flow information enhances an investor’s understanding of a business’s ability to generate cash for payment of distributions and other purposes. In addition, EBITDA calculations are also defined and used as a measure in determining our compliance with certain revolving credit facility covenants. However, there may be contractual, legal, economic or other reasons which may prevent us from satisfying principal and interest obligations with respect to indebtedness and may require us to allocate funds for other purposes. Adjusted EBITDA and distributable cash flow do not represent and should not be considered alternatives to net income or cash flows from operating activities as determined under GAAP and may not be comparable to other similarly titled measures of other businesses.

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The following table reconciles the differences between net income, as determined under GAAP, Adjusted EBITDA and distributable cash flow:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in millions)			
Net Income Attributable to Partners	\$ 134	\$ 95	\$ 381	\$ 237
Interest cost, net	20	24	65	63
Depreciation and amortization expense	26	24	76	61
Impairment charge ⁽¹⁾	—	—	9	—
Provision for income taxes	8	7	24	18
Adjusted EBITDA ⁽²⁾	\$ 188	\$ 150	\$ 555	\$ 379
Interest cost, net	(20)	(24)	(65)	(63)
Maintenance capital expenditures	(11)	(10)	(29)	(20)
Provision for income taxes	(8)	(7)	(24)	(18)
Distributable cash flow	\$ 149	\$ 109	\$ 437	\$ 278

The following table reconciles the difference between net cash provided by operating activities and Adjusted EBITDA:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in millions)			
Net cash provided by operating activities	\$ 129	\$ 220	\$ 411	\$ 215
Interest cost, net	20	24	65	63
Claim for recovery of environmental liability	—	—	14	—
Gain on reversal of tank cleaning liability	—	—	10	—
Net working capital pertaining to operating activities	33	(105)	35	89
Provision for income taxes	8	7	24	18
Net income attributable to noncontrolling interests	(3)	(2)	(8)	(6)
Other	1	6	4	—
Adjusted EBITDA ⁽²⁾	\$ 188	\$ 150	\$ 555	\$ 379

⁽¹⁾ In the first quarter 2012, the Partnership recognized a non-cash impairment charge related to a cancelled software project for the crude oil acquisition and marketing business and a refined products pipeline project in Texas.

⁽²⁾ In the second quarter 2012, the Partnership recognized a \$10 million gain on the reversal of certain regulatory obligations. Such expenses were no longer expected to be incurred as the Philadelphia refinery will continue to operate in connection with Sunoco's joint venture with The Carlyle Group. This gain was included in the Partnership's Adjusted EBITDA, which is consistent with prior period presentation.

Analysis of Consolidated Operating Results

Net income attributable to partners was \$134 and \$95 million for the three months ended September 30, 2012 and 2011, respectively. Net income attributable to partners for the third quarter 2012 increased \$39 million compared to the prior year period. This increase was due primarily to improved operating performance which benefited from strong demand for crude oil transportation services, contributions from our 2011 acquisitions and organic projects and lower interest expense attributable to the repayment of \$250 million of Senior Notes and a \$100 million promissory note to affiliate. These positive factors were partially offset by higher selling, general and administrative expenses attributable to increased employee costs related to growth in the business.

Net income attributable to partners was \$381 and \$237 million for the nine months ended September 30, 2012 and 2011, respectively. Net income attributable to partners for the nine months ended September 30, 2012 increased \$144 million compared to the prior year period due primarily to improved operating performance which benefited from strong demand for crude oil transportation services and contributions from our 2011 acquisitions and organic projects. Included in current year results were gains of \$25 million due to the reversal of regulatory obligations that were recorded in 2011, a contract settlement in connection with the sale of a refined products terminal and pipeline assets and an asset sale by one of the Partnership's joint venture interests. These positive factors were partially offset by increased interest expense related primarily to the \$600 million Senior Notes offering in July 2011 and higher selling, general and administrative expenses attributable to increased employee costs, incentive compensation and contract services associated with growth in the business.

Analysis of Segment Operating Income

We manage our operations through four operating segments: Crude Oil Pipelines, Crude Oil Acquisition and Marketing, Terminal Facilities and Refined Products Pipelines.

Crude Oil Pipelines

Our Crude Oil Pipelines consists of crude oil trunk and gathering pipelines in the southwest and midwest United States. Revenues are generated from tariffs and the associated fees paid by shippers utilizing our transportation services to deliver crude oil and other feedstocks to refineries within those regions. Rates for shipments on these pipelines are regulated by the FERC, Oklahoma Corporation Commission ("OCC") and the Railroad Commission of Texas ("Texas R.R.C.").

The following table presents the operating results and key operating measures for our Crude Oil Pipelines for the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in millions, except for barrel amounts)			
Sales and other operating revenue:				
Unaffiliated customers	\$ 72	\$ 52	\$ 187	\$ 141
Affiliates	—	—	—	6
Intersegment revenue	36	29	101	86
Total sales and other operating revenue	\$ 108	\$ 81	\$ 288	\$ 233
Depreciation and amortization expense	\$ 6	\$ 7	\$ 19	\$ 19
Operating Income	\$ 67	\$ 43	\$ 183	\$ 129
Pipeline throughput (thousands of barrels per day ("bpd"))	1,601	1,637	1,546	1,591
Pipeline revenue per barrel (cents)	73.6	54.0	68.0	53.7

Operating income for the Crude Oil Pipelines increased \$24 million to \$67 million for the three months ended September 30, 2012, as compared to \$43 million for the three months ended September 30, 2011. The increase in operating income was driven primarily by higher pipeline fees which benefited from tariff increases relative to the prior year period, organic growth projects and an improved mix of pipeline movements which benefited from the demand for West Texas crude oil (\$29 million). Partially offsetting these improvements were overall volume reductions (\$2 million) and increased selling, general and administrative expenses (\$2 million).

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Operating income for the Crude Oil Pipelines increased \$54 million to \$183 million for the nine months ended September 30, 2012, as compared to \$129 million for the nine months ended September 30, 2011. The increase in operating income was driven primarily by higher pipeline fees which benefited from tariff increases relative to the prior year period, organic growth projects and an improved mix of pipeline movements which benefited from the demand for West Texas crude oil (\$61 million). Partially offsetting these improvements were increased selling, general and administrative expenses (\$7 million) and overall volume reductions (\$6 million).

Crude Oil Acquisition and Marketing

Our Crude Oil Acquisition and Marketing segment reflects the sale of gathered and bulk purchased crude oil. The crude oil acquisition and marketing operations generate substantial revenue and cost of products sold as a result of the significant volume of crude oil bought and sold. However, the absolute price levels of crude oil normally do not bear a relationship to gross margin, although the price levels significantly impact revenue and costs of products sold. As a result, period-to-period variations in revenue and cost of products sold are not generally meaningful in analyzing the variation in gross margin for the Crude Oil Acquisition and Marketing segment. The operating results of the Crude Oil Acquisition and Marketing segment are affected by overall levels of supply and demand for crude oil and relative fluctuations in market related indices. Generally, we expect a base level of earnings from our Crude Oil Acquisition and Marketing segment that may be optimized and enhanced when there is a high level of market volatility, favorable basis differentials and/or a steep contango or backwardated structure. Our management believes gross margin, which is equal to sales and other operating revenue less cost of products sold, operating expenses and depreciation and amortization, is a key measure of financial performance for the Crude Oil Acquisition and Marketing segment. Although we employ risk management activities, these margins are not fixed and will vary from period-to-period.

The following table presents the operating results and key operating measures for our Crude Oil Acquisition and Marketing for the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in millions, except for barrel amounts)			
Sales and other operating revenue:				
Unaffiliated customers	\$ 2,909	\$ 2,671	\$ 8,951	\$ 6,780
Affiliates	101	—	307	247
Intersegment revenue	—	—	—	1
Total sales and other operating revenue	\$ 3,010	\$ 2,671	\$ 9,258	\$ 7,028
Depreciation and amortization expense	\$ 6	\$ 4	\$ 16	\$ 5
Impairment charge	\$ —	\$ —	\$ 8	\$ —
Operating Income ⁽¹⁾	\$ 48	\$ 41	\$ 134	\$ 75
Crude oil purchases (thousands of bpd)	692	723	674	654
Gross margin per barrel purchased (cents) ⁽¹⁾⁽²⁾	83.1	66.3	84.2	47.2
Average crude oil price (per barrel)	\$ 92.19	\$ 89.81	\$ 96.20	\$ 95.52

⁽¹⁾ In August 2011, the Partnership acquired a crude oil acquisition and marketing business from Texon L.P. Results from the acquisition are included from the acquisition date.

⁽²⁾ Represents total segment sales and other operating revenue less cost of products sold and operating expenses and depreciation and amortization, divided by crude oil purchases.

Operating income for the Crude Oil Acquisition and Marketing segment increased \$7 million to \$48 million for the three months ended September 30, 2012, as compared to \$41 million for the three months ended September 30, 2011. The increase in operating income was driven primarily by expanded crude oil margins which were the result of expansion in our crude oil trucking fleet and market related opportunities in West Texas. Operating results also benefited from improved margins from the crude oil acquisition and marketing assets acquired from Texon L.P. in the third quarter 2011.

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Operating income for the Crude Oil Acquisition and Marketing segment increased \$59 million to \$134 million for the nine months ended September 30, 2012, as compared to \$75 million for the nine months ended September 30, 2011. The increase in operating income was driven primarily by expanded crude oil volumes and margins which were the result of expansion in our crude oil trucking fleet and market related opportunities in West Texas. Operating results were further improved by increased volumes and margins from the crude oil acquisition and marketing assets acquired from Texon L.P. in the third quarter 2011. Partially offsetting these improvements was an \$8 million non-cash impairment charge related to a cancelled software project.

Terminal Facilities

Our Terminal Facilities segment consists primarily of crude oil and refined products terminals and a refined products acquisition and marketing business. The Terminal Facilities earn revenue by providing storage, terminalling, blending and other ancillary services to our customers, as well as through the sale of refined products.

The following table presents the operating results and key operating measures for our Terminal Facilities for the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in millions, except for barrel amounts)			
Sales and other operating revenue:				
Unaffiliated customers	\$ 65	\$ 65	\$ 264	\$ 181
Affiliates	28	23	118	81
Intersegment revenue	8	6	24	17
Total sales and other operating revenue	\$ 101	\$ 94	\$ 406	\$ 279
Depreciation and amortization expense	\$ 10	\$ 8	\$ 28	\$ 24
Impairment charge and other matters	\$ —	\$ —	\$ (10)	\$ —
Operating Income ⁽¹⁾	\$ 39	\$ 33	\$ 137	\$ 96
Terminal throughput (thousands of bpd):				
Refined products terminals ⁽¹⁾	495	497	499	485
Nederland terminal	721	869	703	779
Refinery terminals ⁽¹⁾	381	483	369	422

⁽¹⁾ In July and August 2011, the Partnership acquired the Eagle Point tank farm and related assets and a refined products terminal located in East Boston, Massachusetts, respectively. Results from the acquisitions are included from their respective acquisition dates.

Operating income for the Terminal Facilities increased \$6 million to \$39 million for the three months ended September 30, 2012, as compared to \$33 million for the three months ended September 30, 2011. The increase in operating income was due primarily to increased operating results from the Partnership's refined products acquisition and marketing activities (\$6 million) and contributions from the 2011 acquisitions of the Eagle Point tank farm and a refined products terminal in East Boston, Massachusetts (\$5 million). These positive factors were partially offset by reduced volumes from the idling of the Marcus Hook refinery in the fourth quarter 2011 (\$2 million) and higher selling, general and administrative expenses (\$2 million).

Operating income for the Terminal Facilities increased \$41 million to \$137 million for the nine months ended September 30, 2012, as compared to \$96 million for the nine months ended September 30, 2011. Operating income for 2012 included non-recurring gains related to the reversal of certain regulatory obligations that were recorded in 2011 (\$10 million) and a contract settlement associated with the Partnership's sale of the Big Sandy terminal and pipeline assets (\$6 million). Excluding these items, operating income increased \$25 million due to contributions from the 2011 acquisitions of the Eagle Point tank farm and a refined products terminal in East Boston, Massachusetts (\$17 million), operating results from the Partnership's refined products acquisition and marketing activities (\$12 million) and improved results from the Partnership's Nederland terminals (\$5 million). Partially offsetting these increases were reduced volumes at the Partnership's refinery terminals related to the idling of Sunoco's Marcus Hook refinery in the fourth quarter 2011 (\$4 million) and increased selling, general and administrative expenses (\$5 million).

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Refined Products Pipelines

Our Refined Products Pipelines segment consists of refined products pipelines, including a two-thirds undivided interest in the Harbor pipeline and joint venture interests in four refined products pipelines in selected areas of the United States. The Refined Products Pipelines earn revenues by transporting refined products from refineries in the northeast, midwest and southwest United States to markets in 6 states and Canada. Rates for shipments on these pipelines are regulated by the Federal Energy Regulatory Commission (“FERC”) and the Pennsylvania Public Utility Commission (“PA PUC”).

The following table presents the operating results and key operating measures for our Refined Products Pipelines for the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
(in millions, except for barrel amounts)				
Sales and other operating revenue:				
Unaffiliated customers	\$ 20	\$ 20	\$ 58	\$ 45
Affiliates	12	17	36	48
Intersegment revenue	1	—	2	—
Total sales and other operating revenue	\$ 33	\$ 37	\$ 96	\$ 93
Depreciation and amortization expense	\$ 4	\$ 5	\$ 13	\$ 13
Impairment charge	\$ —	\$ —	\$ 1	\$ —
Operating Income ⁽¹⁾	\$ 11	\$ 11	\$ 24	\$ 24
Pipeline throughput (thousands of bpd) ⁽¹⁾⁽²⁾	576	605	565	496
Pipeline revenue per barrel (cents) ⁽¹⁾⁽²⁾	62.2	66.2	62.2	68.6

⁽¹⁾ In May 2011, the Partnership acquired a controlling financial interest in the Inland refined products pipeline. As a result of the acquisition, the Partnership accounted for the entity as a consolidated subsidiary. Results from the acquisition are included from the acquisition date.

⁽²⁾ Excludes amounts attributable to equity interests which are not consolidated.

Operating income for the Refined Products Pipelines was consistent at \$11 million for the three months ended September 30, 2012 and 2011, respectively. Increased equity income was related to the Partnership’s joint venture interest in Explorer Pipeline Company which recognized a non-recurring gain on an asset sale (\$4 million). This increase was offset by lower pipeline volumes and fees driven primarily by the idling of Sunoco’s Marcus Hook refinery in the fourth quarter 2011 (\$4 million).

Operating income for the Refined Products Pipelines was consistent at \$24 million for the nine months ended September 30, 2012 and 2011, respectively. Operating income for 2012 includes non-recurring gains for a contract settlement associated with the Big Sandy refined products terminal and pipeline asset sale (\$5 million) and the Explorer Pipeline Company asset sale discussed above (\$4 million). Excluding these items, operating income for the Refined Products Pipelines decreased \$9 million compared to the prior period. Increased contributions from the acquisition of the Inland refined products pipeline (\$5 million) were offset by lower pipeline volumes and fees driven primarily by the idling of the Marcus Hook refinery (\$9 million) and increased environmental remediation expenses associated with a pipeline release in the first quarter 2012 (\$4 million).

Acquisition of Sunoco

On October 5, 2012, Sunoco was acquired by Energy Transfer Partners, L.P. (“ETP”). Prior to this transaction, Sunoco through its wholly-owned subsidiary Sunoco Partners LLC served as the Partnership’s general partner and owned a two percent general partner interest, all of the incentive distribution rights and a 32.4 percent limited partner interest in the Partnership. In connection with the acquisition, Sunoco’s interests in the general partner and limited partnership were contributed to ETP, resulting in a change of control of the Partnership’s general partner. Sunoco continues to operate its retail marketing network and is expected to continue utilizing the Partnership’s pipeline and tank assets.

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The Partnership expects that the acquisition of Sunoco's interests by ETP will result in the termination of Sunoco Logistics Partners L.P. for federal income tax purposes. The Partnership will be considered to have terminated for federal income tax purposes if there is a sale or exchange of 50 percent or more of the total interests in our capital and profits within a twelve-month period. In order to determine whether a sale or exchange of 50 percent or more of capital and profits interests has occurred, we review information available to us regarding transactions involving transfers of our units, including units which are actively traded in the public market and transfers of units by our affiliates. Generally, the information that we obtain prior to year end is not sufficient to make a definitive determination, on a current basis, of whether there have been sales and exchanges of 50 percent or more of our capital and profits within the prior twelve-month period. However, given the level of Partnership interests acquired by ETP, it is likely that a termination of Sunoco Logistics Partners L.P. has occurred for federal income tax purposes.

The termination does not affect our classification as a partnership for federal income tax purposes, but instead, we would be treated as a new partnership for federal income tax purposes. This termination will require us to close our taxable year, make new elections as to various tax matters and reset the depreciation schedule for our depreciable assets for federal income tax purposes. The resetting of our depreciation schedule will result in a deferral of the depreciation deductions allowable in computing taxable income to our unitholders.

Liquidity and Capital Resources

Liquidity

Cash generated from operations and borrowings under the \$585 million of credit facilities are our primary sources of liquidity. At September 30, 2012, we had net working capital of \$157 million and available borrowing capacity under credit facilities of \$406 million. Our working capital position reflects crude oil and refined products inventories based on historical costs under the last-in, first-out ("LIFO") method of accounting. If the inventories had been valued at their current replacement cost, we would have had working capital of \$305 million at September 30, 2012. We periodically supplement our cash flows from operations with proceeds from debt and equity financing activities.

Credit Facilities

The Partnership maintains two credit facilities to fund the Partnership's working capital requirements, finance acquisitions and capital projects and for general partnership purposes with total borrowing capacity of \$550 million. The credit facilities consist of a \$350 million unsecured credit facility which expires in August 2016 (the "\$350 million Credit Facility") and a \$200 million unsecured credit facility which expires in August 2013 (the "\$200 million Credit Facility"). Outstanding borrowings under these credit facilities were \$170 million at September 30, 2012. There were no borrowings outstanding at December 31, 2011.

The Partnership's credit facilities contain various covenants limiting the Partnership's ability to incur indebtedness; grant certain liens; make certain loans, acquisitions and investments; make any material change to the nature of its business; or enter into a merger or sale of assets, including the sale or transfer of interests in the Operating Partnership's subsidiaries. The credit facilities also limit the Partnership, on a rolling four-quarter basis, to a maximum total consolidated debt to consolidated EBITDA ratio, as defined in the underlying credit agreement, of 5.0 to 1, which can generally be increased to 5.5 to 1 during an acquisition period. The Partnership's ratio of total debt to EBITDA was 2.3 to 1 at September 30, 2012, as calculated in accordance with the credit agreements.

In connection with the acquisition of Sunoco by ETP in October 2012, Sunoco's interests in the general partner and limited partnership were contributed to ETP, resulting in a change of control of the Partnership's general partner. This would have represented an event of default under the Partnership's credit facilities as the general partner interests would no longer be owned by Sunoco. During the third quarter 2012, the Partnership amended this provision of its credit facilities to avoid an event of default upon the transfer of the general partner interest to ETP.

In May 2012, West Texas Gulf Pipe Line Company, one of the Partnership's consolidated joint ventures, entered into a \$35 million revolving credit facility (the "\$35 million Credit Facility") which expires in May 2015. The facility is available to fund West Texas Gulf's general corporate purposes including working capital and capital expenditures. The \$35 million Credit Facility contains various covenants limiting West Texas Gulf's ability to grant certain liens; make certain loans, acquisitions and investments; make any material change to the nature of its business; or enter into a merger or sale of assets. The credit facility also limits West Texas Gulf, on a rolling four-quarter basis, to a minimum fixed charge coverage ratio, as defined in the underlying credit agreement. The ratio for the fiscal quarter ending September 30, 2012 shall not be less than 0.80 to 1. The minimum ratio fluctuates between 0.80 to 1 and 1.00 to 1 throughout the term of the revolver as specified in the credit agreement. In addition, the credit facility limits West Texas Gulf to a maximum leverage ratio of 2.00 to 1. West Texas Gulf's fixed charge coverage ratio and leverage ratio were 0.98 to 1 and 0.28 to 1, respectively, at September 30, 2012. Outstanding borrowings under this credit facility were \$9 million at September 30, 2012.

Cash Flows and Capital Expenditures

Net cash provided by operating activities for the nine months ended September 30, 2012 was \$411 million compared with \$215 million for the nine months ended September 30, 2011. Net cash provided by operating activities in 2012 related primarily to net income of \$389 million and non-cash charges for depreciation and amortization of \$76 million partially offset by \$14 million in spending for environmental liabilities which are expected to be recovered under the Partnership's insurance programs and a \$35 million increase in working capital. Net cash provided by operating activities in 2011 related primarily to net income of \$243 million and non-cash charges for depreciation and amortization of \$61 million. These sources were partially offset by an \$89 million increase in working capital which was primarily the result of the Partnership's increased contango inventory positions.

Net cash used in investing activities for the nine months ended September 30, 2012 was \$224 million compared with \$518 million for the nine months ended September 30, 2011. Net cash used in investing activities in 2012 consisted primarily of expansion capital projects and maintenance capital on the Partnership's existing assets, partially offset by \$11 million of proceeds received for the sale of the Big Sandy terminal and pipeline assets and the settlement of related throughput and deficiency contracts. Net cash used in investing activities in 2011 consisted primarily of the significant acquisitions (\$396 million), as well as expansion capital projects and maintenance capital on the Partnership's existing assets.

Net cash used in financing activities for the nine months ended September 30, 2012 was \$190 million compared with \$309 million provided by financing activities for the nine months ended September 30, 2011. Net cash used in financing activities in 2012 resulted primarily from the \$250 million repayment of 7.25% Senior Notes in February 2012 and \$178 million in distributions paid to limited partners and the general partner. These uses of cash were partially offset by \$179 million of net credit facility borrowings and a \$69 million decrease in advances to affiliates. Net cash provided by financing activities for the nine months ended September 30, 2011 resulted from \$595 million in net proceeds related to the August 2011 offering of the 2022 and 2042 Senior Notes. This source of cash was partially offset by \$156 million in distributions paid to limited partners and the general partner, a \$94 million increase in advances to affiliates and \$32 million of net repayments under the Partnership's previous credit facilities.

Capital Requirements

Our operations are capital intensive, requiring significant investment to maintain, upgrade and enhance existing assets and to meet environmental and operational regulations. The capital requirements have consisted, and are expected to continue to consist, primarily of:

- Maintenance capital expenditures that extend the usefulness of existing assets, such as those required to maintain equipment reliability, tankage and pipeline integrity and safety, and to address environmental regulations,
- Expansion capital expenditures to acquire and integrate complementary assets to improve operational efficiencies or reduce costs and to expand existing and construct new facilities, such as projects that increase storage or throughput volume, and
- Major acquisitions to acquire and integrate complementary assets to grow the business, to improve operational efficiencies or reduce costs.

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The following table summarizes maintenance and expansion capital expenditures, including amounts paid for acquisitions, for the periods presented:

	Nine Months Ended September 30,	
	2012	2011
	(in millions)	
Maintenance	\$ 29	\$ 20
Expansion	206	102
Major Acquisitions ⁽¹⁾	—	494
Total	<u>\$ 235</u>	<u>\$ 616</u>

⁽¹⁾ Includes \$98 million of Class A units issued in connection with the purchase of the Eagle Point tank farm. The Class A units converted to common units in July 2012.

Maintenance capital expenditures for both periods presented include recurring expenditures such as pipeline integrity costs, pipeline relocations, repair and upgrade of field instrumentation, including measurement devices, repair and replacement of tank floors and roofs, upgrades of cathodic protection systems, crude trucks and related equipment, and the upgrade of pump stations. The Partnership continues to estimate its maintenance capital spending to be approximately \$50 million in 2012.

Expansion capital in 2012 included projects to expand upon the Partnership's refined products acquisition and marketing services, upgrade the service capabilities at the Eagle Point terminal, invest in the Partnership's crude oil infrastructure by increasing its pipeline capabilities through previously announced growth projects in West Texas and expanding the trucking fleet, increase service capabilities at the Partnership's Nederland terminal and convert certain refined products pipelines as part of the Mariner West Project. The Partnership expects total expansion capital of approximately \$350 million for 2012, and \$700 million in expansion capital during 2013, excluding major acquisitions. Expansion capital in 2011 included projects to expand upon the Partnership's existing butane blending business, increase the tankage at the Nederland facility and expand the Partnership's refined products platform in the southwest United States.

Major acquisitions during the nine months ended September 30, 2011 include the East Boston terminal for \$73 million including inventory, the Texon crude oil purchasing and marketing business for \$222 million including inventory, the Eagle Point tank farm for \$100 million, and an 83.8 percent equity interest in Inland Corporation for \$99 million, which owns a refined products pipeline system in Ohio.

We expect to fund capital expenditures, including any additional acquisitions, from cash provided by operations and, to the extent necessary, from the proceeds of borrowings under our credit facilities, other borrowings and the issuance of additional common units.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to various market risks, including changing interest rates and volatility in crude oil and refined products commodity prices. To manage such exposure, interest rates, inventory levels and expectations of future commodity prices are monitored when making decisions with respect to risk management.

Interest Rate Risk

We have interest-rate risk exposure for changes in interest rates relating to our outstanding borrowings. We manage our exposure to changing interest rates through the use of a combination of fixed-rate and variable-rate debt. At September 30, 2012, we had \$179 million of variable-rate borrowings under the revolving credit facilities. Outstanding borrowings bear interest cost of LIBOR plus an applicable margin. Our weighted average interest rate on our variable-rate borrowings was approximately 1.5 percent at September 30, 2012. A one-percent change in the weighted average rate would have impacted annual interest expense by approximately \$2 million.

At September 30, 2012, we had \$1.45 billion of fixed-rate borrowings, which had an estimated fair value of \$1.62 billion at September 30, 2012. A hypothetical one-percent decrease in interest rates would increase the fair value of our fixed-rate borrowings at September 30, 2012 by approximately \$150 million.

Commodity Market Risk

We are exposed to volatility in crude oil and refined products commodity prices. To manage such exposures, inventory levels and expectations of future commodity prices are monitored when making decisions with respect to risk management and inventory carried. Our policy is to purchase only commodity products for which we have a market and to structure our sales contracts so that price fluctuations for those products do not materially affect the margin we receive. We also seek to maintain a position that is substantially balanced within our various commodity purchase and sale activities. We may experience net unbalanced positions for short periods of time as a result of production, transportation and delivery variances, as well as logistical issues associated with inclement weather conditions. When unscheduled physical inventory builds or draws do occur, they are monitored and managed to a balanced position over a reasonable period of time.

We do not use futures or other derivative instruments to speculate on crude oil or refined products prices, as these activities could expose us to significant losses. We do use derivative contracts as economic hedges against price changes related to our forecasted refined products purchase and sale activities. These derivatives are intended to have equal and opposite effects of the purchase and sale activities. At September 30, 2012, the fair market value of our open derivative positions was a net liability of \$23 million on 3.9 million barrels of refined products. These derivative positions vary in length but do not extend beyond one year.

For additional information concerning our commodity market risk activities, see Note 13 to the Condensed Consolidated Financial Statements.

Forward-Looking Statements

Some of the information included in this quarterly report on Form 10-Q contains “forward-looking” statements and information relating to Sunoco Logistics Partners L.P. that is based on the current beliefs of our management as well as assumptions made by, and information currently available to, our management.

Forward-looking statements discuss expected future results based on current and pending business operations, and may be identified by words such as “may,” “anticipates,” “believes,” “expects,” “estimates,” “planned,” “scheduled” or similar phrases or expressions. Although we believe these forward-looking statements are reasonable, they are based upon a number of assumptions, any or all of which may ultimately prove to be inaccurate. These statements are subject to numerous assumptions, uncertainties and risks that may cause future results to be materially different from the results projected, forecasted, estimated or budgeted, including, but not limited to the following:

- *Our ability to successfully consummate announced acquisitions or expansions and integrate them into existing business operations;*
- *Delays related to construction of, or work on, new or existing facilities and the issuance of applicable permits;*
- *Changes in demand for, or supply of, crude oil and petroleum products that impact demand for our pipeline, terminalling and storage services;*
- *Changes in the short-term and long-term demand for crude oil, refined petroleum products and natural gas liquids we buy and sell;*
- *The loss of Sunoco as a customer or a significant reduction in its current level of throughput and storage with us;*

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- *An increase in the competition encountered by our terminals, pipelines and crude oil and refined products acquisition and marketing operations;*
- *Changes in the financial condition or operating results of joint ventures or other holdings in which we have an equity ownership interest;*
- *Changes in the general economic conditions in the United States;*
- *Changes in laws and regulations to which we are subject, including federal, state, and local tax, safety, environmental and employment laws;*
- *Changes in regulations governing composition of the products that we transport, terminal and store;*
- *Improvements in energy efficiency and technology resulting in reduced demand for petroleum products;*
- *Our ability to manage growth and/or control costs;*
- *The ability of ETP to successfully integrate our operations and employees, and realize anticipated synergies;*
- *The effect of changes in accounting principles and tax laws and interpretations of both;*
- *Global and domestic economic repercussions, including disruptions in the crude oil and petroleum products markets, from terrorist activities, international hostilities and other events, and the government's response thereto;*
- *Changes in the level of operating expenses and hazards related to operating facilities (including equipment malfunction, explosions, fires, spills and the effects of severe weather conditions);*
- *The occurrence of operational hazards or unforeseen interruptions for which we may not be adequately insured;*
- *The age of, and changes in the reliability and efficiency of our operating facilities;*
- *Changes in the expected level of capital, operating, or remediation spending related to environmental matters;*
- *Changes in insurance markets resulting in increased costs and reductions in the level and types of coverage available;*
- *Risks related to labor relations and workplace safety;*
- *Non-performance by or disputes with major customers, suppliers or other business partners;*
- *Changes in our tariff rates implemented by federal and/or state government regulators;*
- *The amount of our debt, which could make us vulnerable to adverse general economic and industry conditions, limit our ability to borrow additional funds, place us at competitive disadvantages compared to competitors that have less debt, or have other adverse consequences;*
- *Restrictive covenants in our credit agreements;*
- *Changes in our or our general partner's credit ratings, as assigned by rating agencies;*
- *The condition of the debt capital markets and equity capital markets in the United States, and our ability to raise capital in a cost-effective way;*
- *Performance of financial institutions impacting our liquidity, including those supporting our credit facilities;*
- *The effectiveness of our risk management activities, including the use of derivative financial instruments to hedge commodity risks;*
- *Changes in interest rates on our outstanding debt, which could increase the costs of borrowing; and*
- *The costs and effects of legal and administrative claims and proceedings against us or any entity in which we have an ownership interest, and changes in the status of, or the initiation of new litigation, claims or proceedings, to which we, or any entity in which we have an ownership interest, are a party.*

These factors are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors could also have material adverse effects on future results. We undertake no obligation to update publicly any forward-looking statement whether as a result of new information or future events.

Item 4. Controls and Procedures

Disclosure controls and procedures are designed to ensure that information required to be disclosed in the Partnership's reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the rules and forms of the Securities and Exchange Commission. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in the Partnership's reports under the Exchange Act is accumulated and communicated to management, including the President and Chief Executive Officer and Chief Financial Officer of Sunoco Partners LLC (the Partnership's general partner), as appropriate, to allow timely decisions regarding required disclosure.

As of September 30, 2012, the Partnership carried out an evaluation, under the supervision and with the participation of the management of the general partner (including the President and Chief Executive Officer and the Chief Financial Officer), of the effectiveness of the design and operation of the Partnership's disclosure controls and procedures pursuant to Exchange Act Rule 13a-15. Based upon that evaluation, the general partner's President and Chief Executive Officer, and its Chief Financial Officer, concluded that the Partnership's disclosure controls and procedures are effective.

No change in the Partnership's internal control over financial reporting has occurred during the fiscal quarter ended September 30, 2012 that has materially affected, or that is reasonably likely to materially affect, the Partnership's internal control over financial reporting. The acquisition of Sunoco's interest in the general partner by ETP did not materially affect the Partnership's internal control over financial reporting.

PART II
OTHER INFORMATION

Item 1. Legal Proceedings

There are certain proceedings arising prior to the February 2002 initial public offering (“IPO”) pending against our Sunoco-affiliated predecessors and us (as successor to certain liabilities of those predecessors). Although the ultimate outcome of these proceedings cannot be ascertained at this time, it is reasonably possible that some of them may be resolved unfavorably. Sunoco has agreed to indemnify the Partnership for 100 percent of all losses from environmental liabilities related to the transferred assets arising prior to, and asserted within 21 years of February 8, 2002. There is no monetary cap on this indemnification from Sunoco. Sunoco’s share of liability for claims asserted thereafter will decrease by 10 percent each year through the thirtieth year following the February 8, 2002 date. Any remediation liabilities not covered by this indemnity will be our responsibility. In addition, Sunoco is obligated to indemnify us under certain other agreements executed after the IPO.

The Partnership’s Sunoco Pipeline L.P. subsidiary operates the West Texas Gulf Pipeline on behalf of West Texas Gulf Pipe Line Company and its shareholders pursuant to an Operating Agreement. Sunoco Pipeline L.P. also has a 60.3 percent ownership interest in the Company. In March 2010, Sunoco Pipeline L.P. received a Notice of Probable Violation, Proposed Civil Penalty and proposed Compliance Order from the Pipeline Hazardous Material Safety Administration (“PHMSA”) with proposed civil penalties in connection with a crude oil release that occurred at the Colorado City, Texas station on the West Texas Gulf Pipeline in June 2009. PHMSA issued a final order in August 2012 finding the Partnership in violation of all items identified in the original notice. The Partnership paid \$0.4 million during the third quarter 2012 but has requested a petition for reconsideration on certain of the violations. The Partnership is awaiting a response from PHMSA.

There are certain other pending legal proceedings related to matters arising after the IPO that are not indemnified by Sunoco. Our management believes that any liabilities that may arise from these legal proceedings will not be material to our results of operations, cash flows or financial position at September 30, 2012.

Item 1A. Risk Factors

During 2011 and 2012, Sunoco, Inc. (“Sunoco”) executed a number of strategic transactions to facilitate its shift away from manufacturing. In addition to the sale of its Toledo, OH refinery in March 2011, Sunoco indefinitely idled the main processing units at the Marcus Hook, PA refinery in December 2011. Sunoco continues to pursue alternative strategic options for these assets. In September 2012, Sunoco completed the formation of Philadelphia Energy Solutions (“PES”), a joint venture with The Carlyle Group that will continue to operate the Philadelphia, PA refinery.

On October 5, 2012, Sunoco was acquired by Energy Transfer Partners, L.P. (“ETP”). Prior to this transaction, Sunoco, through its wholly owned subsidiary Sunoco Partners LLC, served as the Partnership’s general partner and owned a two percent general partner interest, all of the incentive distribution rights and a 32.4 percent limited partner interest in the Partnership. In connection with the acquisition, Sunoco’s interests in the general partner, including the incentive distribution rights, and limited partnership were contributed to ETP. This resulted in a change in control of the general partner, and as a result, the Partnership became a consolidated subsidiary of ETP subsequent to these transactions.

The Partnership has updated its risk factor information below to reflect the impacts of these transactions, including the change in the general partner ownership, and the ongoing business implications. If any of the following risks actually were to occur, our business, results of operations, financial condition and cash flows as well as any related benefits of owning our securities, could be materially and adversely affected.

RISKS RELATED TO OUR BUSINESS

If we are unable to generate sufficient cash flow, our ability to pay quarterly distributions to our common unitholders at current levels or to increase our quarterly distributions in the future, could be materially impaired.

Our ability to pay quarterly distributions depends primarily on cash flow, including cash flow from financial reserves and credit facilities, and not solely on profitability, which is affected by non-cash items. As a result, we may pay cash distributions during periods when we record net losses and may be unable to pay cash distributions during periods when we record net income. Our ability to generate sufficient cash from operations is largely dependent on our ability to successfully manage our business which may also be affected by economic, financial, competitive, and regulatory factors that are beyond our control. To the extent we do not have adequate cash reserves, our ability to pay quarterly distributions to our common unitholders at current levels could be materially impaired.

We depend upon Sunoco for a substantial portion of the volumes transported on our refined products pipelines and handled at our terminals. If Sunoco were to significantly reduce these volumes, it could materially and adversely affect our results of operations, financial condition or cash flows.

Our refined products pipeline and terminal assets provide a cost effective and efficient outlet to supply Sunoco’s retail marketing network, and as such, we expect that Sunoco will continue to utilize our assets going forward. However, if Sunoco were to reduce its use of our facilities, it could adversely affect our results of operations, financial condition, or cash flows.

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A sustained decrease in demand for refined products in the markets served by our pipelines and terminals could materially and adversely affect our results of operations, financial position, or cash flows.

The following are material factors that could lead to a sustained decrease in market demand for refined products:

- a sustained recession or other adverse economic condition that results in lower purchases of refined petroleum products;
- higher refined products prices due to an increase in the market price of crude oil, changes in economic conditions, or other factors;
- higher fuel taxes or other governmental or regulatory actions that increase, directly or indirectly, the cost of gasoline or other refined products;
- a shift by consumers to more fuel-efficient or alternative fuel vehicles or an increase in fuel economy, whether as a result of technological advances by manufacturers, pending legislation proposing to mandate higher fuel economy, or otherwise; and
- a temporary or permanent material increase in the price of refined products as compared to alternative sources of refined products available to our customers.

A material decrease in demand or distribution of crude oil available for transport through our pipelines or terminal facilities could materially and adversely affect our results of operations, financial position, or cash flows.

The volume of crude oil transported through our crude oil pipelines and terminal facilities depends on the availability of attractively priced crude oil produced or received in the areas serviced by our assets. A period of sustained crude oil price declines could lead to a decline in drilling activity, production and import levels in these areas. Similarly, a period of sustained increases in the price of crude oil supplied from any of these areas, as compared to alternative sources of crude oil available to our customers, could materially reduce demand for crude oil in these areas. In either case, the volumes of crude oil transported in our crude oil pipelines and terminal facilities could decline, and it could likely be difficult to secure alternative sources of attractively priced crude oil supply in a timely fashion or at all. If we are unable to replace any significant volume declines with additional volumes from other sources, our results of operations, financial position, or cash flows could be materially and adversely affected.

Any reduction in the capability of our shippers to utilize either our pipelines or interconnecting third-party pipelines could cause a reduction of volumes transported in our pipelines and through our terminals.

Users of our pipelines and terminals are dependent upon our pipelines, as well as connections to third-party pipelines, to receive and deliver crude oil and refined products. Any interruptions or reduction in the capabilities of our pipelines or these interconnecting pipelines due to testing, line repair, reduced operating pressures, or other causes would result in reduced volumes transported in our pipelines or through our terminals. Similarly, if additional shippers begin transporting volume over interconnecting pipelines, the allocations to our existing shippers on these interconnecting pipelines could be reduced, which also could reduce volumes transported in our pipelines or through our terminals. Allocation reductions of this nature are not infrequent and are beyond our control. Any such interruptions or allocation reductions that, individually or in the aggregate, are material or continue for a sustained period of time could have a material adverse effect on our results of operations, financial position, or cash flows.

If we are unable to complete capital projects at their expected costs and/or in a timely manner, or if the market conditions assumed in our project economics deteriorate, our results of operations, financial condition, or cash flows could be affected materially and adversely.

Delays or cost increases related to capital spending programs involving construction of new facilities (or improvements and repairs to our existing facilities) could adversely affect our ability to achieve forecasted operating results. Although we evaluate and monitor each capital spending project and try to anticipate difficulties that may arise, such delays or cost increases may arise as a result of factors that are beyond our control, including:

- denial or delay in issuing requisite regulatory approvals and/or permits;
- unplanned increases in the cost of construction materials or labor;
- disruptions in transportation of modular components and/or construction materials;
- severe adverse weather conditions, natural disasters, or other events (such as equipment malfunctions explosions, fires, spills) affecting our facilities, or those of vendors and suppliers;
- shortages of sufficiently skilled labor, or labor disagreements resulting in unplanned work stoppages;

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- changes in market conditions impacting long lead-time projects;
- market-related increases in a project's debt or equity financing costs; and
- nonperformance by, or disputes with, vendors, suppliers, contractors, or sub-contractors involved with a project.

Our forecasted operating results also are based upon our projections of future market fundamentals that are not within our control, including changes in general economic conditions, availability to our customers of attractively priced alternative supplies of crude oil and refined products and overall customer demand.

Future acquisitions and expansions may increase substantially the level of our indebtedness and contingent liabilities, and we may be unable to integrate them effectively into our existing operations.

We evaluate and acquire assets and businesses that we believe complement or diversify our existing assets and businesses. Acquisitions may require substantial capital or the incurrence of substantial indebtedness. If we consummate any future material acquisitions, our capitalization and results of operations may change significantly.

Acquisitions and business expansions involve numerous risks, including difficulties in the assimilation of the assets and operations of the acquired businesses, inefficiencies and difficulties that arise because of unfamiliarity with new assets, new geographic areas and the businesses associated with them. Further, unexpected costs and challenges may arise whenever businesses with different operations or management are combined and we may experience unanticipated delays in realizing the benefits of an acquisition. In some cases, we have indemnified the previous owners and operators of acquired assets.

Following an acquisition, we may discover previously unknown liabilities associated with the acquired business for which we have no recourse under applicable indemnification provisions. In addition, the terms of an acquisition may require us to assume certain prior known or unknown liabilities for which we may not be indemnified or have adequate insurance.

Our operations are subject to operational hazards and unforeseen interruptions for which we may not be adequately insured.

Our operations and those of our customers and suppliers may be subject to operational hazards or unforeseen interruptions such as natural disasters, adverse weather, accidents, fires, explosions, hazardous materials releases, and other events beyond our control. If one or more of the facilities that we own or any third-party facilities that we receive from or deliver to, are damaged by any disaster, accident, catastrophe or other event, our operations could be significantly interrupted. These interruptions might involve a loss of equipment or life, injury, extensive property damage, or maintenance and repair outages. The duration of the interruption will depend on the seriousness of the damages or required repairs. We may not be able to maintain or obtain insurance to cover these types of interruptions, or in coverage amounts desired, at reasonable rates. In some instances, certain insurance could become unavailable or available only for reduced amounts of coverage. Any event that interrupts the revenues generated by our operations, or which causes us to make significant expenditures not covered by insurance, could materially and adversely affect our results of operations, financial position, or cash flows.

We are exposed to the credit and other counterparty risk of our customers in the ordinary course of our business.

We have various credit terms with virtually all of our customers, and our customers have varying degrees of creditworthiness. Although we evaluate the creditworthiness of each of our customers, we may not always be able to fully anticipate or detect deterioration in their creditworthiness and overall financial condition, which could expose us to an increased risk of nonpayment or other default under our contracts and other arrangements with them. In the event that a material customer or customers default on their payment obligations to us, this could materially adversely affect our results of operations, financial position, or cash flows.

Mergers among our customers and competitors could result in lower volumes being shipped on our pipelines or products stored in or distributed through our terminals, or reduced crude oil marketing margins or volumes.

Mergers between existing customers could provide strong economic incentives for the combined entities to utilize their existing systems instead of ours in those markets where the systems compete. As a result, we could lose some or all of the volumes and associated revenues from these customers and we could experience difficulty in replacing those lost volumes and revenues, which could materially and adversely affect our results of operations, financial position, or cash flows.

Rate regulation or market conditions may not allow us to recover the full amount of increases in our costs. Additionally, a successful challenge to our rates could materially and adversely affect our results of operations, financial position, or cash flows.

The primary rate-making methodology of the Federal Energy Regulatory Commission ("FERC") is price indexing. We use this methodology in many of our interstate markets. In an order issued in December 2010, the FERC announced that, effective July 1, 2011, the index would equal the change in the producer price index for finished goods plus 2.65 percent (previously, the index was equal to the change in the producer price index for finished goods plus 1.3 percent). This index is to be in effect through July 2016. If the

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changes in the index are not large enough to fully reflect actual increases to our costs, our financial condition could be adversely affected. If the index results in a rate increase that is substantially in excess of the pipeline's actual cost increases, or it results in a rate decrease that is substantially less than the pipeline's actual cost decrease, the rates may be protested, and, if successful, result in the lowering of the pipeline's rates. The FERC's rate-making methodologies may limit our ability to set rates based on our true costs or may delay the use of rates that reflect increased costs.

Under the Energy Policy Act adopted in 1992, certain interstate pipeline rates were deemed just and reasonable or "grandfathered." On our FERC-regulated pipelines, most of our revenues are derived from such grandfathered rates. A person challenging a grandfathered rate must, as a threshold matter, establish a substantial change since the date of enactment of the Act, in either the economic circumstances or the nature of the service that formed the basis for the rate. If the FERC were to find a substantial change in circumstances, then the existing rates could be subject to detailed review. There is a risk that some rates could be found to be in excess of levels justified by our cost of service. In such event, the FERC would order us to reduce rates prospectively and could order us to pay reparations to shippers. Reparations could be required for a period of up to two years prior to the date of filing the complaint in the case of rates that are not grandfathered and for the period starting with the filing of the complaint in the case of grandfathered rates.

In addition, a state commission could also investigate our intrastate rates or terms and conditions of service on its own initiative or at the urging of a shipper or other interested party. If a state commission found that our rates exceeded levels justified by our cost of service, the state commission could order us to reduce our rates.

Potential changes to current rate-making methods and procedures may impact the federal and state regulations under which we will operate in the future. In addition, if the FERC's petroleum pipeline ratemaking methodology changes, the new methodology could materially and adversely affect our results of operations, financial position, or cash flows.

Our operations are subject to federal, state, and local laws and regulations relating to environmental protection and operational safety that could require substantial expenditures.

Our pipelines, gathering systems, and terminal operations are subject to increasingly strict environmental and safety laws and regulations. The transportation and storage of refined products and crude oil result in a risk that refined products, crude oil, and other hydrocarbons may be suddenly or gradually released into the environment, potentially causing substantial expenditures for a response action, significant government penalties, liability to government agencies for natural resources damages, personal injury, or property damage to private parties and significant business interruption. We own or lease a number of properties that have been used to store or distribute refined products and crude oil for many years. Many of these properties also have been previously owned or operated by third parties whose handling, disposal, or release of hydrocarbons and other wastes were not under our control, and for which, in some cases, we have indemnified the previous owners and operators.

Failure to comply with these laws and regulations may result in assessment of administrative, civil and criminal penalties, imposition of cleanup and site restoration costs and liens and, to a lesser extent, issuance of injunctions to limit or cease operations. We may be unable to recover these costs through increased revenues.

Our business is subject to federal, state and local laws and regulations that govern the product quality specifications of the petroleum products that we store and transport.

The petroleum products that we store and transport are sold by our customers for consumption into the public market. Various federal, state and local agencies have the authority to prescribe specific product quality specifications to commodities sold into the public market. Changes in product quality specifications could reduce our throughput volume, require us to incur additional handling costs or require the expenditure of significant capital. In addition, different product specifications for different markets impact the fungibility of products transported and stored in our pipeline systems and terminal facilities and could require the construction of additional storage to segregate products with different specifications. We may be unable to recover these costs through increased revenues.

In addition, the operations of our butane blending services are reliant upon gasoline vapor pressure specifications. Significant changes in such specifications could reduce butane blending opportunities, which would affect our ability to market our butane blending services licenses and which would ultimately affect our ability to recover the costs incurred to acquire and integrate the butane blending acquisition.

Climate change legislation or regulations restricting emissions of "greenhouse gases" could result in increased operating costs and reduced demand for our services.

The U.S. Senate has considered legislation to restrict U.S. emissions of carbon dioxide and other greenhouse gases ("GHG") that may contribute to global warming and climate change. Many states, either individually or through multi-state regional initiatives, have begun implementing legal measures to reduce GHG emissions. The U.S. House of Representatives has previously approved legislation to establish a "cap-and-trade" program, whereby the U.S. Environmental Protection Agency ("EPA") would issue a capped

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and steadily declining number of tradable emissions allowances to certain major GHG emission sources so they could continue to emit GHGs into the atmosphere. The cost of such allowances would be expected to escalate significantly over time, making the combustion of carbon-based fuels (e.g., refined petroleum products, oil and natural gas) increasingly expensive. Beginning in 2011, EPA regulations required specified large domestic GHG sources to report emissions above a certain threshold occurring after January 1, 2010. Our facilities are not subject to this reporting requirement since our GHG emissions are below the applicable threshold. In addition, the EPA has proposed new regulations, under the federal Clean Air Act, that would require a reduction in GHG emissions from motor vehicles and could trigger permit review for GHG emissions from certain stationary sources. It is not possible at this time to predict how pending legislation or new regulations to address GHG emissions would impact our business. However, the adoption and implementation of federal, state, or local laws or regulations limiting GHG emissions in the U.S. could adversely affect the demand for our crude oil or refined products transportation and storage services, and result in increased compliance costs, reduced volumes or additional operating restrictions.

Terrorist attacks aimed at our facilities could adversely affect our business.

The U.S. government has issued warnings that energy assets, specifically the nation's pipeline and terminal infrastructure, may be the future targets of terrorist organizations. Any terrorist attack at our facilities, those of our customers and, in some cases, those of other pipelines, refineries, or terminals could materially and adversely affect our results of operations, financial position, or cash flows.

Our risk management policies cannot eliminate all commodity risk, and our use of hedging arrangements could result in financial losses or reduce our income. In addition, any non-compliance with our risk management policies could result in significant financial losses.

We follow risk management practices designed to minimize commodity risk, and engage in hedging arrangements to reduce our exposure to fluctuations in the prices of refined products. These hedging arrangements expose us to risk of financial loss in some circumstances, including when the counterparty to the hedging contract defaults on its contract obligations, or when there is a change in the expected differential between the underlying price in the hedging agreement and the actual prices received. In addition, these hedging arrangements may limit the benefit we would otherwise receive from increases in prices for such refined products.

The accounting standards regarding hedge accounting are very complex, and even when we engage in hedging transactions that are effective economically (whether to mitigate our exposure to fluctuations in commodity prices, or to balance our exposure to fixed and variable interest rates), these transactions may not be considered effective for accounting purposes. Accordingly, our condensed consolidated financial statements may reflect some volatility due to these hedges, even when there is no underlying economic impact at that point. In addition, it is not always possible for us to engage in a hedging transaction that completely mitigates our exposure to commodity prices. Our condensed consolidated financial statements may reflect a gain or loss arising from an exposure to commodity prices for which we are unable to enter into a completely effective hedge.

We have adopted risk management policies designed to manage risks associated with our businesses. However, these policies cannot eliminate all price-related risks, and there is also the risk of non-compliance with such policies. We cannot make any assurances that we will detect and prevent all violations of our risk management practices and policies, particularly if deception or other intentional misconduct is involved. Any violations of our risk management practices or policies by our employees or agents could result in significant financial losses.

We do not own all of the land on which our pipelines and facilities are located, and we lease certain facilities and equipment, and we are subject to the possibility of increased costs to retain necessary land use which could disrupt our operations.

We do not own all of the land on which certain of our pipelines and facilities are located, and we are, therefore, subject to the risk of increased costs to maintain necessary land use. We obtain the rights to construct and operate certain of our pipelines and related facilities on land owned by third parties and governmental agencies for a specific period of time. Our loss of these rights, through our inability to renew right-of-way contracts on acceptable terms or increased costs to renew such rights, could have a material adverse effect on our results of operations, financial condition and cash flows. In addition, we are subject to the possibility of increased costs under our rental agreements with landowners, primarily through rental increases and renewals of expired agreements.

Whether we have the power of eminent domain for our pipelines varies from state to state, depending upon the type of pipeline (e.g., crude oil, or refined products) and the laws of the particular state. In either case, we must compensate landowners for the use of their property and, in eminent domain actions, such compensation may be determined by a court. Our inability to exercise the power of eminent domain could negatively affect our business if we were to lose the right to use or occupy the property on which our pipelines are located.

Additionally, certain facilities and equipment (or parts thereof) used by us are leased from third parties for specific periods. Our inability to renew equipment leases or otherwise maintain the right to utilize such facilities and equipment on acceptable terms, or the increased costs to maintain such rights, could have a material adverse effect on our results of operations and cash flows.

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A portion of our general and administrative services have been outsourced to third-party service providers. Fraudulent activity or misuse of proprietary data involving our outsourcing partners could expose us to additional liability.

We utilize both Sunoco and third parties in the processing of our information and data. Breaches of our security measures or the accidental loss, inadvertent disclosure or unapproved dissemination of proprietary information or sensitive or confidential data about us or our customers, including the potential loss or disclosure of such information or data as a result of fraud or other forms of deception, could expose us to a risk of loss or misuse of this information, result in litigation and potential liability for us, lead to reputational damage, increase our compliance costs, or otherwise harm our business. The Partnership continues to work with ETP in determining how the acquisition will impact these general and administrative functions going forward.

Security breaches and other disruptions could compromise our information and expose us to liability, which would cause our business and reputation to suffer.

In the ordinary course of our business, we collect and store sensitive data, including intellectual property, our proprietary business information and that of our customers, suppliers and business partners, and personally identifiable information of our employees, in our data centers and on our networks. The secure processing, maintenance and transmission of this information is critical to our operations and business strategy. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, and regulatory penalties, disrupt our operations, and damage our reputation, and cause a loss of confidence in our products and services, which could adversely affect our business.

RISKS RELATED TO OUR PARTNERSHIP STRUCTURE

Our general partner's discretion in determining the level of cash reserves may adversely affect our ability to make cash distributions to our unitholders.

Our partnership agreement provides that our general partner may reduce operating surplus by establishing cash reserves to provide funds for our future operating expenditures. In addition, the partnership agreement provides that our general partner may reduce available cash by establishing cash reserves for the proper conduct of our business, to comply with applicable law or agreements to which we are a party or to provide funds for future distributions to our unitholders in any one or more of the next four quarters. These cash reserves will affect the amount of cash available for current distribution to our unitholders.

Even if unitholders are dissatisfied, they have limited rights under the Partnership agreement to remove our general partner without its consent, which could lower the trading price of the common units.

The partnership agreement also contains provisions limiting the ability of unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the unitholders' ability to influence the manner or direction of management. Unlike the holders of common stock in a corporation, unitholders have only limited voting rights on matters affecting our business and, therefore, limited ability to influence management's decisions regarding our business. Unitholders did not elect our general partner or its board of directors and will have no right to elect our general partner or its board of directors on an annual or other continuing basis. The board of directors of our general partner is chosen by ETP, the sole member of our general partner. Furthermore, if the unitholders are dissatisfied with the performance of our general partner, they will have little ability to remove our general partner. As a result of these limitations, the price at which the common units trade could be diminished because of the absence or reduction of a control premium in the trading price.

The control of our general partner may be transferred to a third party without unitholder consent.

Our general partner has the right to transfer its general partner interest to a third party in a merger or in a sale of all or substantially all of its assets without the consent of the unitholders. Furthermore, there is no restriction in the partnership agreement on the ability of the owner of our general partner from transferring its ownership interest in the general partner to a third party. The new owner of our general partner would then be in a position to replace the board of directors and officers of the general partner with its own appointees.

Conflicts of interest may arise between us and ETP, as the owner of our general partner which, due to limited fiduciary responsibilities, may permit ETP and its affiliates to favor their own interests to the detriment of our unitholders.

ETP owns and controls our two percent general partner interest and owns 32.4 percent of our limited partnership interests. Conflicts of interest may arise, from time to time, between ETP and its affiliates (including our general partner), on the one hand, and us and our unitholders, on the other hand. As a result of these conflicts, our general partner may favor its own interests and the interests of its affiliates (including ETP) over the interests of our unitholders. These conflicts may include, among others, the following situations:

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- ETP and its affiliates may engage in competition with us. Neither our partnership agreement nor any other agreement requires ETP to pursue a business strategy that favors us or utilizes our assets, and our general partner may consider the interests of parties other than us, such as ETP, in resolving conflicts of interest;
- under our partnership agreement, our general partner's fiduciary duties are restricted, and our unitholders have only limited remedies available in the event of conduct constituting a potential breach of fiduciary duty by our general partner;
- our general partner determines the amount and timing of asset purchases and sales, capital expenditures, borrowings, issuance of additional partnership securities, and reserves, each of which can affect the amount of cash available for distribution to our unitholders and the amount received by our general partner in respect of its incentive distribution rights ("IDRs");
- our general partner determines which costs incurred by ETP and its affiliates are reimbursable by us; and
- our partnership agreement does not restrict our general partner from causing us to pay it or its affiliates for services rendered, or from entering into additional contractual arrangements with any of these entities on our behalf, so long as the terms of any additional contractual arrangements are fair and reasonable to us; and our general partner controls the enforcement of obligations owed to us by our general partner and its affiliates.

We are a holding company. We conduct our operations through our subsidiaries and depend on cash flow from our subsidiaries to pay distributions to our unitholders and service our debt obligations.

We are a holding company. We conduct our operations through our subsidiaries. As a result, our cash flow and ability to pay distributions to our unitholders and to service our debt is dependent upon the earnings of our subsidiaries. In addition, we are dependent on the distribution of earnings, loans or other payments from our subsidiaries to us. Any payment of dividends, distributions, loans or other payments from our subsidiaries to us could be subject to statutory or contractual restrictions. Payments to us by our subsidiaries also will be contingent upon the profitability of our subsidiaries. If we are unable to obtain funds from our subsidiaries we may not be able to pay distributions to our unitholders or pay interest or principal on our debt securities when due.

Our general partner may cause us to borrow funds in order to make cash distributions, even where the purpose or effect of the borrowing benefits the general partner or its affiliates.

Our general partner is a wholly owned subsidiary of ETP, and ETP also owns 32.4 percent of our limited partnership interests and all of our IDRs. Our general partner may cause us to borrow funds from affiliates of ETP or from third parties in order to pay cash distributions to our unitholders and to our general partner, including distributions with respect to our general partner's IDRs.

Our general partner has a limited call right that may require our unitholders to sell their common units at an undesirable time or price.

If at any time our general partner and its affiliates own more than 80 percent of the common units, our general partner will have the right, but not the obligation, which it may assign to any of its affiliates or to us, to acquire all, but not less than all, of the common units held by unaffiliated persons at a price not less than their then-current market price. As a result, unitholders may be required to sell their common units at an undesirable time or price, may not receive a return on the investment, and may incur a tax liability upon the sale.

We may issue additional common units without unitholder approval, which would dilute our unitholders' ownership interests.

We may issue an unlimited number of common units or other limited partner interests, including limited partner interests that rank senior to our common units, without the approval of our unitholders. The issuance of additional common units, or other equity securities of equal or senior rank, will decrease the proportionate ownership interest of existing unitholders and reduce the amount of cash available for distribution to our common unitholders and may adversely affect the market price of our common units.

A unitholder may not have limited liability if a state or federal court finds that we are not in compliance with the applicable statutes or that unitholder action constitutes control of our business.

The limitations on the liability of holders of limited partner interests for the obligations of a limited partnership have not been clearly established in some states. A unitholder could be held liable in some circumstances for our obligations to the same extent as a general partner if a state or federal court determined that:

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- we had been conducting business in any state without complying with the applicable limited partnership statute; or
- the right or the exercise of the right by the unitholders as a group to remove or replace our general partner, to approve some amendments to the partnership agreement, or to take other action under the partnership agreement constituted participation in the “control” of our business.

Under applicable state law, our general partner has unlimited liability for our obligations, including our debts and environmental liabilities, if any, except for our contractual obligations that are expressly made without recourse to our general partner.

In addition, Section 17-607 of the Delaware Revised Uniform Limited Partnership Act provides that under some circumstances a unitholder may be liable to us for the amount of a distribution for a period of three years from the date of the distribution.

RISKS RELATED TO OUR DEBT

References under this heading to “we,” “us,” and “our” mean Sunoco Logistics Partners Operations L.P. or Sunoco Partners Marketing & Terminals L.P.

We may not be able to obtain funding, or obtain funding on acceptable terms, to meet our future capital needs.

Global market and economic conditions have been, and continue to be volatile. The debt and equity capital markets have been impacted by, among other things, significant write-offs in the financial services sector and the re-pricing of credit risk in the broadly syndicated market.

As a result, the cost of raising money in the debt and equity capital markets could be higher and the availability of funds from those markets could be diminished if we seek access to those markets. Accordingly, we cannot be certain that additional funding will be available if needed and to the extent required, on acceptable terms. If additional funding is not available when needed, or is available only on unfavorable terms, we may be unable to implement our business plan, enhance our existing business, complete acquisitions or otherwise take advantage of business opportunities or respond to competitive pressures, any of which could have a material adverse effect on our revenues and results of operations.

Restrictions in our debt agreements may prevent us from engaging in some beneficial transactions or paying distributions to unitholders.

As of September 30, 2012, our total outstanding indebtedness was \$1.63 billion. Our payment of principal and interest on the debt will reduce the cash available for distribution on our units, as will our obligation to repurchase the senior notes upon the occurrence of specified events involving a change in control of our general partner. In addition, we are prohibited by our credit facilities and the senior notes from making cash distributions during an event of default, or if the payment of a distribution would cause an event of default, under any of our debt agreements. Our leverage and various limitations in our credit facilities and our senior notes may reduce our ability to incur additional debt, engage in some transactions, and capitalize on acquisition or other business opportunities. Any subsequent refinancing of our current debt or any new debt could have similar or greater restrictions.

We could incur a substantial amount of debt in the future, which could prevent us from fulfilling our debt obligations.

We are permitted to incur additional debt, subject to certain limitations under our revolving credit facilities and, in the case of secured debt, under the indenture governing the notes. If we incur additional debt in the future, our increased leverage could, for example:

- make it more difficult for us to satisfy our obligations under our debt securities or other indebtedness and, if we fail to comply with the requirements of the other indebtedness, could result in an event of default under our debt securities or such other indebtedness;
- require us to dedicate a substantial portion of our cash flow from operations to required payments on indebtedness, thereby reducing the availability of cash flow from working capital, capital expenditures and other general corporate activities;
- limit our ability to obtain additional financing in the future for working capital, capital expenditures and other general corporate activities;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- detract from our ability to successfully withstand a downturn in our business or the economy generally; and
- place us at a competitive disadvantage against less leveraged competitors.

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Rising short-term interest rates could increase our financing costs and reduce the amount of cash we generate.

As of September 30, 2012, we had \$179 million of floating-rate debt outstanding. Rising short-term rates could materially and adversely affect our results of operations, financial condition or cash flows.

Any reduction in our credit ratings or in ETP's credit ratings could materially and adversely affect our business, results of operations, financial condition and liquidity.

We currently maintain an investment grade rating by Moody's, S&P and Fitch Ratings. However, our current ratings may not remain in effect for any given period of time and a rating may be lowered or withdrawn entirely by a rating agency if, in its judgment, circumstances in the future so warrant. If Moody's, S&P or Fitch Ratings were to downgrade our long-term rating, particularly below investment grade, our borrowing costs could significantly increase, which would adversely affect our financial results, and our potential pool of investors and funding sources could decrease. Further, due to our relationship with ETP, any downgrading in ETP's credit ratings could also result in a down-grading in our credit ratings. Ratings from credit agencies are not recommendations to buy, sell or hold our securities and each rating should be evaluated independently of any other rating.

TAX RISKS TO OUR COMMON UNITHOLDERS

Our tax treatment depends on our status as a partnership for federal income tax purposes, as well as our not being subject to a material amount of entity level taxation by individual states. If the Internal Revenue Service ("IRS") treats us as a corporation or we become subject to a material amount of entity level taxation for state tax purposes, it would substantially reduce the amount of cash available for distribution to unitholders.

The anticipated after-tax economic benefit of an investment in the common units depends largely on our being treated as a partnership for federal income tax purposes. We have not requested, and do not plan to request, a ruling from the IRS on this matter. The IRS may adopt positions that differ from the ones we take. A successful IRS contest of the federal income tax positions we take may impact adversely the market for our common units, and the costs of any IRS contest will reduce our cash available for distribution to unitholders.

If we were treated as a corporation for federal income tax purposes, we would pay federal income tax at the corporate tax rate, and likely would pay state income tax at varying rates. Distributions to unitholders generally would be taxed again as corporate distributions. Treatment of us as a corporation would result in a material reduction in anticipated cash flow and after-tax return to unitholders. Current law may change so as to cause us to be treated as a corporation for federal income tax purposes or to otherwise subject us to a material level of entity-level taxation. States are evaluating ways to subject partnerships to entity level taxation through the imposition of state income, franchise and other forms of taxation. If any of these states were to impose a tax on us, the cash available for distribution to unitholders would be reduced. The partnership agreement provides that, if a law is enacted or existing law is modified or interpreted in a manner that subjects us to taxation as a corporation or otherwise subjects us to a material level of entity-level taxation for federal, state, or local income tax purposes, the minimum quarterly distribution amount and the target distribution amounts will be adjusted to reflect the impact of that law on us.

The sale or exchange of 50 percent or more of our capital and profit interests during any twelve-month period will result in our termination as a partnership for federal income tax purposes.

The Partnership expects that the acquisition of Sunoco's interests by ETP will result in the termination of Sunoco Logistics Partners L.P. for federal income tax purposes. Our Partnership will be considered to have terminated for federal tax purposes if there is a sale or exchange of 50 percent or more of the total interests in our capital and profits within a twelve-month period. In order to determine whether a sale or exchange of 50 percent or more of capital and profits interests has occurred, we review information available to us regarding transactions involving transfers of our units, including units which are actively traded in the public market and transfers of units by our affiliates. Generally, the information that we obtain prior to year end is not sufficient to make a definitive determination, on a current basis, of whether there have been sales and exchanges of 50 percent or more of our capital and profits within the prior twelve-month period. However, given the level of partnership interests acquired by ETP, it is likely that a termination of Sunoco Logistics Partners L.P. has occurred for federal income tax purposes.

The termination does not affect our classification as a partnership for federal income tax purposes, but instead, we would be treated as a new partnership for federal income tax purposes. This termination will require us to close our taxable year, make new elections as to various tax matters and reset the depreciation schedule for our depreciable assets for federal income tax purposes. The resetting of our depreciation schedule will result in a deferral of the depreciation deductions allowable in computing taxable income to our unitholders.

If treated as a new partnership, we must make new tax elections and could be subject to penalties if we are unable to determine that a termination occurred. The IRS has a relief procedure whereby if a publicly traded partnership that has technically terminated requests and the IRS grants special relief, among other things, the partnership may be permitted to provide only a single Schedule K-1 to unitholders for the tax years in which the termination occurs.

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Our unitholders may be required to pay taxes on their share of our income even if they do not receive any cash distributions from us.

Because our unitholders will be treated as partners to whom we will allocate taxable income which will be different in amount than the cash we distribute, our unitholders will be required to pay any federal income taxes and, in some cases, state and local income taxes on their share of our taxable income even if they receive no cash distributions from us. Our unitholders may not receive cash distributions from us equal to their share of our taxable income or even equal to the actual tax liability that result from that income.

Tax gain or loss on disposition of our limited partner units could be more or less than expected.

If our unitholders sell their limited partner units, they will recognize a gain or loss equal to the difference between the amount realized and their tax basis in those limited partner units. Prior distributions to our unitholders in excess of the total net taxable income the unitholder was allocated for a unit, which decreased their tax basis in that unit, will, in effect, become taxable income to our unitholders if the limited partner unit is sold at a price greater than their tax basis in that limited partner unit, even if the price they receive is less than their original cost. A substantial portion of the amount realized, whether or not representing gain, may be ordinary income. In addition, if our unitholders sell their units, they may incur a tax liability in excess of the amount of cash received from the sale.

Tax-exempt entities and non-U.S. persons face unique tax issues from owning our common units that may result in adverse tax consequences to them.

Investment in common units by tax-exempt entities, such as individual retirement accounts (IRAs), and non-U.S. persons raises issues unique to them. For example, virtually all of our income allocated to organizations that are exempt from federal income tax, including individual retirement accounts and other retirement plans, will be unrelated business taxable income and will be taxable to them. Distributions to non-U.S. persons will be reduced by withholding taxes at the highest applicable effective tax rate, and non-U.S. persons will be required to file U.S. federal tax returns and pay tax on their share of our taxable income.

Our unitholders will likely be subject to state and local taxes and return filing requirements in states where they do not live as a result of investing in our limited partner units.

In addition to federal income taxes, our unitholders will likely be subject to other taxes, including state and local taxes, unincorporated business taxes and estate, inheritance or intangible taxes that are imposed by the various jurisdictions in which we do business or own property, even if they do not live in any of those jurisdictions. Our unitholders will likely be required to file state and local income tax returns and pay state and local income taxes in some or all of these various jurisdictions. Further, our unitholders may be subject to penalties for failure to comply with those requirements. We currently conduct our business and own assets in approximately 30 states, most of which impose a personal income tax. As we make acquisitions or expand our business, we may own assets or conduct business in additional states that impose a personal income tax. It is our unitholders' responsibility to file all United States federal, state and local tax returns.

The tax treatment of publicly traded partnerships or an investment in our common units could be subject to potential legislative, judicial or administrative changes and differing interpretations, possibly on a retroactive basis.

The present federal income tax treatment of publicly traded partnerships, including us, or an investment in our common units, may be modified by administrative, legislative or judicial interpretation at any time. Any modification to the federal income tax laws and interpretations thereof may or may not be applied retroactively. Moreover, any such modification could make it more difficult or impossible for us to meet the exception which allows publicly traded partnerships that generate qualifying income to be treated as partnerships (rather than corporations) for U.S. federal income tax purposes, affect or cause us to change our business activities, or affect the tax consequences of an investment in our common units. For example, members of Congress have been considering substantive changes to the definition of qualifying income and the treatment of certain types of income earned from partnerships. While these specific proposals would not appear to affect our treatment as a partnership, we are unable to predict whether any of these changes, or other proposals, will ultimately be enacted. Any such changes could negatively impact the value of an investment in our common units.

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Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

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Item 6. Exhibits

- 10.1: \$200,000,000 364-Day Revolving Credit Agreement dated as of August 14, 2012, among Sunoco Partners Marketing & Terminals L.P., as Borrower; Sunoco Logistics Partners Operations L.P. and Sunoco Logistics Partners L.P., as the Guarantors; Citibank, N.A., as Administrative Agent and as a Lender; Barclays Bank PLC, as a Lender; and the other Lenders Party Hereto
- 10.2: First Amendment to the \$350,000,000 Credit Agreement dated as of August 14, 2012, among Sunoco Logistics Partners Operations L.P., as the Borrower; Sunoco Logistics Partners L.P., as the Guarantor; the Undersigned Lenders and Citibank, N.A., as Administrative Agent, as a L/C Issuer and as Swing Line Lender
- 10.3: Letter Agreement with Michael J. Hennigan, President and Chief Executive Officer, dated October 4, 2012
- 10.4: Sunoco Partners LLC Long-Term Incentive Plan, as amended and restated effective October 24, 2012
- 12.1: Statement of Computation of Ratio of Earnings to Fixed Charges
- 31.1: Chief Executive Officer Certification of Periodic Report Pursuant to Exchange Act Rule 13a-14(a)
- 31.2: Chief Financial Officer Certification of Periodic Report Pursuant to Exchange Act Rule 13a-14(a)
- 32.1: Chief Executive Officer Certification of Periodic Report Pursuant to Exchange Act Rule 13a-14(b) and U.S.C. §1350
- 32.2: Chief Financial Officer Certification of Periodic Report Pursuant to Exchange Act Rule 13a-14(b) and U.S.C. §1350
- 101.1: The following financial statements from Sunoco Logistics Partners L.P.'s Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2012 formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Statements of Comprehensive Income; (ii) the Condensed Consolidated Balance Sheets; (iii) the Condensed Consolidated Statements of Cash Flows; (iv) the Condensed Consolidated Statements of Equity; and (v) the Notes to Condensed Consolidated Financial Statements.

We are pleased to furnish this Form 10-Q to unitholders who request it by writing to:

Sunoco Logistics Partners L.P.
Investor Relations
1818 Market Street
Suite 1500
Philadelphia, PA 19103
or through our website at www.sunocologistics.com.

\$200,000,000

364-DAY REVOLVING CREDIT AGREEMENT

Dated as of August 14, 2012
among

SUNOCO PARTNERS MARKETING & TERMINALS L.P.
as the Borrower,

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.
and

SUNOCO LOGISTICS PARTNERS L.P.
as the Guarantors

CITIBANK, N.A.,
as Administrative Agent,
and
as a Lender,

BARCLAYS BANK PLC,
as a Lender,

and

The Other Lenders Party Hereto

BARCLAYS BANK PLC,
Syndication Agent

TD BANK, N.A.
and

WELLS FARGO BANK, N.A.
Co-Documentation Agents

CITIGROUP GLOBAL MARKETS INC.
and

BARCLAYS BANK PLC,
Joint Lead Arrangers and Bookrunners

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CREDIT AGREEMENT

This CREDIT AGREEMENT ("**Agreement**") is entered into as of August 14, 2012, among SUNOCO PARTNERS MARKETING & TERMINALS L.P., a Texas limited partnership (the "**Borrower**"), SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., a Delaware limited partnership (the "**SXL Operations**"), SUNOCO LOGISTICS PARTNERS L.P., a Delaware limited partnership (the "**MLP**"), each lender from time to time party hereto (collectively, the "**Lenders**" and individually, a "**Lender**"), and CITIBANK, N.A., as Administrative Agent.

The Borrower has requested that the Lenders provide a revolving credit facility, and the Lenders are willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I. DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

Account shall have the meaning set forth in Section 9-102 of the UCC.

Account Debtor means any Person who is or who may become obligated under, with respect to, or on account of, an Account.

Acquisition means any transaction or series of related transactions for the purpose of, or resulting in, directly or indirectly, (a) the acquisition by a Company of all or substantially all of the assets of a Person or of any business or division of a Person; (b) the acquisition by a Company of more than 50% of any class of Voting Stock (or similar ownership interests) of any Person; or (c) a merger, consolidation, amalgamation, or other combination by a Company with another Person if a Company is the surviving entity, *provided that*, (i) in any merger involving the Borrower, the Borrower must be the surviving entity; (ii) in any merger involving SXL Operations, SXL Operations must be the surviving entity; and (iii) in any merger involving a Wholly-Owned Subsidiary and another Subsidiary, a Wholly-Owned Subsidiary shall be the survivor.

Acquisition Period means the fiscal quarter in which the payment of all or a portion of the purchase price for a Specified Acquisition occurs and the next succeeding two fiscal quarters. "**Specified Acquisition**" means an Acquisition or an Investment in a Permitted Joint Venture (a) for which the aggregate purchase price, when added to the aggregate purchase price for other Acquisitions and Investments in Permitted Joint Ventures closed during the twelve (12) calendar month period ending on the date of the payment of all or a portion of the purchase price of such Acquisition or Investment, exceeds \$50,000,000, and (b) which is designated by the Borrower (by written notice to the Administrative Agent) as a "**Specified Acquisition**".

Administrative Agent means Citibank in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

Administrative Agent's Office means the Administrative Agent's address and, as appropriate, account as set forth on **Schedule 10.02**, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

Administrative Details Form means the Administrative Details Form furnished by a Lender to the Administrative Agent in connection with this Agreement.

Affiliate means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

Aggregate Commitments has the meaning set forth in the definition of “**Commitment.**”

Aggregate Committed Sum means, on any date of determination, the sum of all Committed Sums then in effect for all Lenders (as the same may have been reduced, increased or canceled as provided in the Loan Documents).

Agreement means this Credit Agreement.

Applicable Rate means the following percentages per annum (stated in terms of basis points) set forth in the table below, on any date of determination, with respect to the Type of Borrowing or Facility Fee that corresponds to the Pricing Level, as determined based upon SXL Operations’ Debt Rating.

Pricing Level	Debt Rating	Facility Fee	Applicable Rate for Eurodollar Rate Loans	Applicable Rate for Base Rate Loans
1	³ A-/A3	6.0	94.0	0.0
2	BBB+/Baa1	8.0	104.5	4.5
3	BBB/Baa2	10.0	127.5	27.5
4	BBB-/Baa3	12.5	150.0	50.0
5	< BBB-/Baa3 or unrated	17.5	170.0	70.0

Each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective, in the case of an upgrade, during the period commencing on the date of delivery by the Borrower to the Administrative Agent of notice thereof pursuant to **Section 6.03(c)** and ending on the date immediately preceding the effective date of the next such change and, in the case of a downgrade, during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change.

Approved Fund means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

Approved Location means (i) a Sunoco Terminal, or (ii) storage locations or pipelines identified by the Borrower by notice to the Administrative Agent storing Hedged Eligible Inventory for which the owner, operator or landlord thereof has executed and delivered, if requested by the Administrative Agent, a waiver of lien, subordination agreement or similar agreement in form and substance reasonably acceptable to the Administrative Agent with respect to any Hedged Eligible Inventory stored at such terminal, tankage or facility. The Administrative Agent shall maintain a list of Approved Locations which shall be made available on a confidential basis to any Lender upon request subject to reasonable procedures approved by the Borrower and the Administrative Agent.

Arranger means each of Citigroup Global Markets Inc. and Barclays Bank PLC, in their respective capacities as joint lead arrangers and bookrunners.

Assignment and Assumption means an Assignment and Assumption substantially in the form of **Exhibit D** or any other form approved by the Administrative Agent.

Attorney Costs means and includes all reasonable fees and reasonable disbursements of any law firm or other external counsel.

Attributable Indebtedness means, on any date, in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

Attributable Principal means, on any date, in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a capital lease.

Audited Financial Statement means the audited consolidated balance sheet of the MLP and its Subsidiaries for the fiscal year ended December 31, 2011 and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the MLP and its Subsidiaries, including the notes thereto.

Authorizations means all filings, recordings, and registrations with, and all validations or exemptions, approvals, orders, authorizations, consents, franchises, licenses, certificates, and permits from, any Governmental Authority.

Bank Guaranties means guaranties or other agreements or instruments serving a similar function issued by a bank or other financial institution.

Barclays means Barclays Bank PLC.

Base Rate means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1.00% (b) the rate of interest in effect for such day as publicly announced from time to time by Citibank as its "prime rate" and (c) the Eurodollar Rate for a one month Interest Period that begins on such day (and if such day is not a Business Day, the immediately preceding Business Day) plus (i) 1.00% or (ii) 0.94% during any period in which the Applicable Rate is determined by reference to Pricing Level 1. The "prime rate" is a rate set by Citibank based upon various factors including Citibank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Citibank shall take effect at the opening of business on the day specified in the public announcement of such change.

Base Rate Loan means a Loan that bears interest based on the Base Rate.

Board means the Board of Governors of the Federal Reserve System of the United States of America.

Borrower has the meaning set forth in the introductory paragraph hereto.

Borrower Affiliate means each Subsidiary of the Borrower, the General Partner, SXL Operations, the general partner of SXL Operations, the MLP, the general partner of the MLP, and their respective Subsidiaries.

Borrowing means a borrowing consisting of simultaneous Loans of the same Type and having the same Interest Period made by each of the Lenders pursuant to **Section 2.01**.

Borrowing Notice means a notice of (a) a Borrowing of Loans, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Loans as the same Type, pursuant to **Section 2.03(a)**, which, if in writing, shall be substantially in the form of **Exhibit A-1** or **A-2**, as applicable.

Business Day means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York or the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

Capital Expenditure by a Person means an expenditure (determined in accordance with GAAP) for any fixed asset owned by such Person for use in the operations of such Person having a useful life of more than one year, or any improvements or additions thereto.

Capital Lease means any capital lease or sublease which should be capitalized on a balance sheet in accordance with GAAP; provided that any lease that was treated as an operating lease under GAAP at the time it was entered into that later becomes a capital lease as a result of a change in GAAP during the life of such lease, including any renewals, shall be treated as an operating lease for all purposes under this Agreement.

Change in Law means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

Change of Control means any of the following shall occur (a) the failure of Sunoco to own, directly or indirectly, 51% of the equity interests of the general partner of the MLP which are entitled to vote for the board of directors or equivalent governing body of such general partner, (b) the failure of the MLP to own, free of all Liens, directly or indirectly, 100% of the general partner interests in SXL Operations and 100% of the limited partner interests in SXL Operations, (c) the failure of SXL Operations to own, free of all Liens, directly or indirectly, 100% of the general partner interests in the Borrower and 100% of the limited partner interests in the Borrower (d) the failure of Sunoco to control the management of the MLP, SXL Operations and the Borrower, or (e) the first day on which a majority of the members of the board of directors of the general partner of the MLP are not Continuing Directors.

Effective automatically upon the consummation of the ETP Acquisition, clauses (a) and (d) of this definition shall read as follows:

"(a) neither Energy Transfer Equity, L.P. nor Energy Transfer Partners, L.P. own, directly or indirectly, 51% of the equity interests of the general partner of the MLP which are entitled to vote for the board of directors or equivalent governing body of such general partner,"

“(d) the management of the MLP, of SXL Operations or of the Borrower is no longer controlled by either Energy Transfer Equity, L.P. or Energy Transfer Partners, L.P.”.

Citibank means Citibank, N.A.

Closing Date means the date upon which all the conditions precedent in **Section 4.01** are satisfied or waived in accordance with **Section 10.01** (or, in the case of **Sections 4.01(b) and 4.01(c)**, waived by the Person entitled to receive the applicable payment).

Code means the Internal Revenue Code of 1986, as amended.

Commercial Operation Date means the date on which a Material Project is substantially complete and commercially operable.

Commitment means, as to each Lender, its obligation to make Loans to the Borrower pursuant to **Section 2.01** in an aggregate principal amount at any one time outstanding not to exceed its Committed Sum, in each case as such amount may be reduced or adjusted from time to time in accordance with this Agreement (the aggregate Commitments of all the Lenders, collectively, the “**Aggregate Commitments**”).

Committed Sum means for any Lender, at any date of determination occurring prior to the Maturity Date, the amount stated beside such Lender’s name on the most-recently amended **Schedule 2.01** to this Agreement, or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable (in each case, which amount is subject to increase, reduction, or cancellation in accordance with the Loan Documents).

Company and **Companies** means, on any date of determination thereof, the MLP, SXL Operations, the Borrower and each of their respective Subsidiaries.

Compensation Period has the meaning set forth in **Section 2.11(e)(ii)**.

Compliance Certificate means a certificate substantially in the form of **Exhibit C**.

Consolidated EBITDA means, for any period, for the MLP and its Subsidiaries on a consolidated basis, an amount equal to the sum of (a) Consolidated Net Income for such period, (b) Consolidated Interest Charges for such period, (c) the amount of taxes, based on or measured by income, used or included in the determination of such Consolidated Net Income, and (d) the amount of depreciation and amortization expense deducted in determining such Consolidated Net Income, provided, that, Consolidated Net Income and the expenses and other items described in **clauses (b) through (d)** shall be adjusted with respect to the portion of Consolidated Net Income and the portion of expenses and other items which are attributable to Subsidiaries of the MLP that are not Wholly-Owned Subsidiaries, so that Consolidated Net Income and the expenses and other items described in **clauses (b) through (d)** above reflect only the MLP and its Subsidiaries’ pro rata ownership interest in such Subsidiaries.

At Borrower’s option, Consolidated EBITDA for a Rolling Period shall be calculated after giving effect, on a pro forma basis, to Acquisitions and acquisitions of equity interests in Permitted Joint Ventures occurring during such period and through the date of calculation as if such Acquisitions occurred on the first day of the period; and, at Borrower’s option, Consolidated EBITDA shall be calculated by giving effect to Material Project EBITDA Adjustments. All pro forma adjustments for Acquisitions and acquisitions of equity interests in Permitted Joint Ventures shall be calculated in good faith by the Borrower and shall be supported by reasonably detailed calculations provided together with the Compliance Certificate for the applicable period.

Consolidated Interest Charges means, for any period, for the MLP and its Subsidiaries on a consolidated basis, the sum of (a) all interest, premium payments, fees, charges and related expenses of the MLP and its Subsidiaries in connection with Indebtedness (including capitalized interest) other than Excluded Affiliate Debt, in each case to the extent treated as interest in accordance with GAAP, and (b) the portion of rent expense of the MLP and its Subsidiaries with respect to such period under Capital Leases that is treated as interest in accordance with GAAP.

Consolidated Net Income means, for any period, for the MLP and its Subsidiaries on a consolidated basis, the net income or net loss of the MLP and its Subsidiaries from continuing operations, *provided that* there shall be excluded from such net income (to the extent otherwise included therein): (a) the income (or loss) of any entity other than a Subsidiary in which the MLP or any Subsidiary has an ownership interest, except to the extent that any such income has been actually received by the MLP or such Subsidiary in the form of cash dividends or similar cash distributions; (b) net extraordinary gains and losses, and (c) any gains or losses attributable to non-cash write-ups or write-downs of assets. Consolidated Net Income shall not include the cost or proceeds of purchasing or selling options which are used to hedge future activity, until the period in which such hedged future activity occurs. Further, when determining Consolidated Net Income for any fiscal quarter, Consolidated Net Income shall not include any undistributed net income of a Subsidiary of the MLP to the extent that the ability of such Subsidiary to make Restricted Payments to the MLP or to a Subsidiary of the MLP is, as of the date of determination of Consolidated Net Income, restricted by its Organization Documents, any Contractual Obligation (other than pursuant to this Agreement or the Multi-Year Credit Agreement), or any applicable Law.

Consolidated Net Worth means the sum of (i) the amount of partners' capital of the MLP determined as of such date in accordance with GAAP, and (ii) Designated Hybrid Securities.

Consolidated Total Debt means, as of any date of determination, Indebtedness of the MLP and its Subsidiaries on a consolidated basis as of such date, other than Indebtedness described in **clause (b)** of the definition thereof; *provided, however*, that for purposes of calculating the Leverage Ratio pursuant to **Section 7.14**, the following shall be excluded from Consolidated Total Debt: (i) Designated Hybrid Securities, and (ii) principal loan repayment obligations under this Agreement. Notwithstanding the foregoing, Indebtedness of a non-Wholly-Owned Subsidiary of the MLP shall be included in Consolidated Total Debt only to the extent of the MLP's pro rata ownership interest in such non-Wholly-Owned Subsidiary, unless such Indebtedness is recourse to the MLP or any of its Wholly-Owned Subsidiaries, in which case the full amount of such Indebtedness that is recourse shall be included in the calculation of Consolidated Total Debt.

Continuing Directors means, as of any date of determination, any member of the board of directors of the general partner of the MLP who:

(a) was a member of such board of directors on August 22, 2011;

(b) was nominated for election or elected to such board of directors with the approval of a majority of the Continuing Directors who were members of such board of directors at the time of such nomination or election; or

(c) was appointed, approved or elected by Energy Transfer Partners, L.P. in connection with the ETP Acquisition.

Contractual Obligation means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

Credit Extension means a Borrowing.

Crude Settlement Date means, with respect to any month, the 20th day of such month, unless (a) the 20th day of such month is a Saturday, in which case the “Crude Settlement Date” for such month shall be the 19th day of such month, or (b) the 20th day of such month is a Sunday, in which case the “Crude Settlement Date” shall be the 21st day of such month; *provided however*, if the Crude Settlement Date for any month, determined as previously set forth in this definition, is not a Business Day, the “Crude Settlement Date” for such month shall be the next succeeding Business Day.

Currently Approved by Required Lenders means each Person (including any limit on the maximum amount of Hedged Eligible Inventory sold to such Person), and each other item, as the case may be, listed on **Schedule 1.01** attached hereto (as the same may be amended from time to time with the consent of the Required Lenders by written notice given by the Administrative Agent to the Borrower), each of which have been approved by the Required Lenders. Any amended **Schedule 1.01** will supersede and revoke the prior **Schedule 1.01**.

Customary Coverage means insurance coverage in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or its Subsidiaries operate.

Debt Rating of SXL Operations means, as of any date of determination, the rating as determined by either S&P or Moody’s (collectively, the “**Debt Ratings**”) of SXL Operations’ non-credit-enhanced, senior unsecured long-term debt; *provided that* if a Debt Rating is issued by each of the foregoing rating agencies, then the higher of such Debt Ratings shall apply, unless there is a split in Debt Ratings of more than one level, in which case the level that is one level lower than the higher Debt Rating shall apply.

Debtor Relief Laws means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States of America or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

Default means any event that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

Default Rate means an interest rate equal to (a) the Base Rate *plus* (b) the Applicable Rate, if any, applicable to Base Rate Loans *plus* (c) 2% per annum; *provided, however*, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan *plus* 2% per annum, in each case to the fullest extent permitted by applicable Laws.

Defaulting Lender means, at any time, subject to **Section 2.16**, a Lender as to which the Administrative Agent has notified the Borrower that (i) such Lender has failed for three or more Business Days to comply with its obligations under this Agreement to make a Loan (unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied), or make any other payment due hereunder (each a “**funding obligation**”), (ii) such Lender has

notified the Administrative Agent in writing, or has stated publicly, that it will not comply with a funding obligation hereunder (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (iii) such Lender has, for three or more Business Days, failed to confirm in writing to the Administrative Agent and the Borrower, in response to a written request of the Administrative Agent or the Borrower, that it will comply with its funding obligations hereunder (provided that such Lender will cease to be a Defaulting Lender pursuant to this **clause (iii)** upon the Administrative Agent's and the Borrower's receipt of such written confirmation) or (iv) a Lender Insolvency Event has occurred and is continuing with respect to such Lender or its Parent Company. Any determination that a Lender is a Defaulting Lender under clauses (i) through (iv) above will be conclusive and binding absent manifest error, and such Lender will be deemed to be a Defaulting Lender (subject to **Section 2.16**) upon notification of such determination by the Administrative Agent to the Borrower and the Lenders.

Designated Hybrid Securities means at the end of any fiscal quarter, the outstanding Hybrid Securities at such time in a face amount that does not exceed 15% of Total Capitalization at such time.

Disposition or **Dispose** means the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property (including stock, partnership and other equity interests) by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

Dollar and **\$** means lawful money of the United States of America.

EDGAR means the Electronic Data Gathering and Retrieval System of the United States Securities and Exchange Commission.

Eligible Assignee means any Person that meets the requirements to be an assignee under **Section 10.07(b)(iii)**, and **(v)**, **(vi)** and **(vii)** (subject to such consents, if any, as may be required under **Section 10.07(b)(iii)**).

Eligible Inventory means, at the time of determination thereof (and without duplication), Petroleum Products (specifically excluding, however, tank bottoms and pipeline linefill of the Borrower classified as a long-term asset) that (a) are owned by the Borrower at such time (and, at the time of any Borrowing, Petroleum Products to be owned by the Borrower which are being financed with the proceeds of such Borrowing as indicated in corresponding Borrowing Notice), (b) are located (or upon the purchase thereof are to be located) at Approved Locations, and (c) are not subject to any Lien in favor of any Person (other than Permitted Liens of the type described in **clauses (c)**, **(d)** and **(i)** of **Section 7.01**).

Eligible Receivables means, at the time of any determination thereof (and without duplication), each Account of the Borrower as to which the following requirements have been fulfilled to the reasonable satisfaction of the Administrative Agent:

(a) the Borrower has lawful and absolute title to such Account, and such Account is a valid, legally enforceable obligation of an Account Debtor payable in Dollars;

(b) such Account arises from either

(i) the sale of Hedged Eligible Inventory to an Account Debtor pursuant to a Hedge Contract in the ordinary course of business of the Borrower ("**Hedged Eligible Inventory Accounts**") or

(ii) the sale of Other Petroleum Products to an Account Debtor in the ordinary course of business of the Borrower, to the extent that any amounts are being deducted from Hedged Eligible Inventory Accounts that constitute Eligible Receivables pursuant to **clause (c)(ii)** of this definition by reason of accounts payable owed by the Borrower to the Account Debtor owing such Hedged Eligible Inventory Accounts (the “**Hedged Eligible Inventory Account Debtor**”) arising from the purchase by the Borrower of Other Petroleum Products from such Hedged Eligible Inventory Account Debtor;

(c) there has been excluded from such Account (i) any portion that is subject to any dispute, rejection, loss, non-conformance, counterclaim or other claim or defense on the part of any Account Debtor or to any claim on the part of any Account Debtor denying liability under such Account, and (ii) any portion that is subject to any offset, deduction or netting, whether or not a specific netting agreement may exist, unless such portion described in this **clause (ii)** is at the time in question covered by a Letter of Credit;

(d) such Account is not subject to any Lien in favor of any Person except for Permitted Liens of the type described in **clauses (c)** and **(i)** of **Section 7.01**;

(e) such Account is due not more than 30 days following the last day of the calendar month in which the Hedged Eligible Inventory (or Other Petroleum Products) delivery occurred and is not more than 30 days past due;

(f) such Account is not payable by an Account Debtor with more than twenty percent (20%) of its Accounts to the Borrower that are outstanding more than 60 days from the invoice date;

(g) the Account Debtor in respect of such Account (A) is located, is conducting significant business or has significant assets in the United States of America or is a Person Currently Approved by Required Lenders, and (B) is not a foreign governmental authority, and (C) is not an Affiliate of the Borrower, and (D) is not the subject of any event of the type described in **Section 8.01(f)**; and

(h) such Account is (i) from an Account Debtor with an Investment Grade Rating; (ii) fully and unconditionally guaranteed as to payment by a Person with an Investment Grade Rating; (iii) from an Account Debtor Currently Approved by Required Lenders; or (iv) fully covered by a letter of credit from any national or state bank or trust company which is organized under the laws of the United States of America or any state thereof or any branch licensed to operate under the laws of the United States of America or any state thereof, which is a branch of a bank organized under any country which is a member of the Organization for Economic Cooperation and Development, in each case which has capital, surplus and undivided profits of at least \$500,000,000 and whose commercial paper is rated at least P-1 by Moody’s or A-1 by S&P (a “**Letter of Credit**”).

Environmental Law means any applicable Law that relates to (a) the condition or protection of air, groundwater, surface water, soil, or other environmental media, (b) the environment, including natural resources or any activity which affects the environment, (c) the regulation of any pollutants, contaminants, wastes, substances, and Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) (“**CERCLA**”), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. § 1251 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Rivers and Harbors Act (33 U.S.C. § 401 et seq.), the Safe Drinking Water Act (42 U.S.C. § 201 and

§ 300f et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and analogous state and local Laws, as any of the foregoing may have been and may be amended or supplemented from time to time, and any analogous enacted or adopted Law, or (d) the Release or threatened Release of Hazardous Substances.

ERISA means the Employee Retirement Income Security Act of 1974. Where applicable, a reference to the requirements of ERISA shall also incorporate the requirements of any regulations issued thereunder.

ERISA Affiliate means any trade or business (whether or not incorporated) under common control with SXL Operations within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions of this Agreement relating to obligations imposed under Section 412 of the Code).

ERISA Event means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by SXL Operations or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

ETP Acquisition means a transaction pursuant to which Sunoco becomes a subsidiary of Energy Transfer Partners, L.P. or Energy Transfer Equity, L.P., the material terms of which are consistent with the terms described in the Registration Statement of Energy Transfer Partners, L.P. on Form S-4 filed with the SEC on June 22, 2012, as amended on July 27, 2012.

Eurodollar Rate means:

(a) for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to (i) the British Bankers Association LIBOR Rate (“BBA LIBOR”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or, (ii) if such rate is not available at such time for any reason, then the “Eurodollar Rate” for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted by Citibank and with a term equivalent to such Interest Period would be offered by Citibank’s London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to (i) BBA LIBOR, at approximately 11:00 a.m., London time determined two Business Days prior to such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in same day funds in the approximate amount of the Base Rate Loan being made or maintained and with a term equal to one month would be offered by Citibank's London Branch to major banks in the London interbank Eurodollar market at their request at the date and time of determination.

Eurodollar Rate Loan means a Loan that bears interest at a rate based on clause (a) of the definition of the Eurodollar Rate.

Event of Default means any of the events or circumstances specified in **Article VIII**.

Excluded Affiliate Debt means Indebtedness that is included in the definition of Consolidated Total Debt, owed by SXL Operations to a Specified Affiliate in an amount not to exceed \$100,000,000 in the aggregate that (a) requires no payment of principal at any time prior to the date that is six (6) months after the later to occur of (i) the Maturity Date or (ii) the last occurring Stated Maturity Date of any Lender under the Multi-Year Credit Agreement, (b) requires no payment of interest during the existence of (i) a Default or Event of Default under this Agreement or (ii) a default or event of default under the Multi-Year Credit Agreement, (c) contains terms no less favorable to SXL Operations and its Subsidiaries than could be obtained on an arm's length basis from third parties, and (d) is subordinated to the full payment of the Obligations and the obligations under the Multi-Year Credit Agreement pursuant to a subordination agreement substantially in the form attached as **Exhibit F** with such changes as may be approved by the Administrative Agent.

Excluded Taxes means any of the following Taxes imposed on or with respect to the Administrative Agent, any Lender, or any other recipient, or required to be withheld or deducted from a payment to the Administrative Agent, any Lender, or other recipient, by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by its net income (however denominated), franchise Taxes, and branch profits Taxes, in each case (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Office located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any withholding Tax that is imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under **Section 3.07(b)**), or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to **Section 3.01(a)**, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Lender's failure to comply with **Section 3.01(e)**, and (d) any U.S. federal withholding Taxes imposed under FATCA.

Existing Credit Agreement means the 364-Day Revolving Credit Agreement dated as of August 22, 2011 among the Borrower, the Guarantors, Citibank, N.A. as Administrative Agent, and the lenders therein named.

Facility Fee has the meaning specified in **Section 2.08(a)**.

FATCA means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

Federal Funds Rate means, for any day, the rate per annum (rounded upwards to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided that* (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upwards, if necessary, to the nearest 1/100 of 1%) charged to Citibank on such day on such transactions as determined by the Administrative Agent.

Fee Letters means (i) the letter agreement, dated July 23, 2012, between SXL Operations and Citigroup Global Markets Inc. and (ii) the letter agreement, dated July 23, 2012, between SXL Operations and Barclays Bank PLC; and **Fee Letter** means any one of them.

First Purchase Crude Payables means the unpaid amount of any payable obligation related to the purchase of Petroleum Products secured by a valid statutory Lien, including but not limited to valid statutory Liens, if any, created under the laws of Texas, New Mexico, Wyoming, Kansas, Oklahoma or any other state.

Foreign Lender means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes as of the date of this Agreement. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

Fund means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

GAAP means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession, that are applicable to the circumstances as of the date of determination, consistently applied. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided that*, until so amended, (a) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (b) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

General Partner means Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company, the general partner of the Borrower.

Governmental Authority means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

Granting Lender has the meaning specified in **Section 10.07(g)**.

Guarantors means, collectively, SXL Operations and the MLP.

Guaranty means, collectively, (i) that certain Guaranty, substantially in the form of **Exhibit E** hereto, dated as of even date herewith made by the MLP in favor of the Administrative Agent on behalf of the Lenders guaranteeing the Obligations, and (ii) that certain Guaranty, substantially in the form of **Exhibit E** hereto, dated as of even date herewith made by SXL Operations in favor of the Administrative Agent on behalf of the Lenders guaranteeing the Obligations.

Guaranty Obligation means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other payment obligation of another Person (the “*primary obligor*”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other payment obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other payment obligation of the payment of such Indebtedness or other payment obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other payment obligation, or (iv) entered into for the purpose of assuring in any other manner the obligees in respect of such Indebtedness or other payment obligation of the payment thereof or to protect such obligees against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other payment obligation of any other Person, whether or not such Indebtedness or other payment obligation is assumed by such Person; *provided, however*, that the term “**Guaranty Obligation**” shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guaranty Obligation shall be deemed to be the lesser of (a) an amount equal to the stated or determinable outstanding amount of the related primary obligation and (b) the maximum amount for which such guarantying Person may be liable pursuant to the terms of the instrument embodying such Guaranty Obligation, unless the outstanding amount of such primary obligation and the maximum amount for which such guarantying Person may be liable are not stated or determinable, in which case the amount of such Guaranty Obligation shall be the maximum reasonably anticipated liability in respect thereof as determined by the guarantying Person in good faith.

Hazardous Substance means (a) any substance that is designated, defined, or classified as a hazardous waste, hazardous material, pollutant, contaminant, or toxic or hazardous substance, or that is otherwise regulated, under any Environmental Law, including without limitation any hazardous substance within the meaning of **Section 101(14)** of CERCLA, and (b) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other refined petroleum hydrocarbons.

Hedged Eligible Inventory means Eligible Inventory which has been, or contemporaneous with the purchase thereof will be, hedged by the Borrower pursuant to a Hedging Contract which is (a) either (i) a NYMEX contract or an Intercontinental Exchange contract, or (ii) an over-the-counter contract or a contract for physical delivery, in each case in this **clause (ii)**, with a counterparty with an Investment Grade Rating or other counterparty Currently Approved by Required Lenders, and (b) to the extent that such Hedging Contract is with a broker or other intermediary, is pursuant to a segregated account satisfactory to the Administrative Agent for which the broker, intermediary, or other account holding institution has waived any right to setoff, counterclaim or netting pursuant to a written agreement in form and substance satisfactory to the Administrative Agent.

Hedged Value means, as to Hedged Eligible Inventory, at any time, an amount equal to the volume of such Hedged Eligible Inventory times the applicable prices set forth in such corresponding Hedging Contract.

Hedging Contract means (a) any agreement providing for options, swaps, floors, caps, collars, forward sales or forward purchases involving commodities or commodity prices, (b) any option, futures or forward contract traded on an exchange involving commodities or commodity prices, and (c) any other derivative agreement or other similar agreement or arrangement. A Hedging Contract may be documented pursuant to a NYMEX contract, an Intercontinental Exchange contract, an over-the-counter contract or a contract for physical delivery.

Hybrid Securities means any trust preferred securities or deferrable interest subordinated debt issued by SXL Operations, the MLP or a Financing Vehicle with a maturity of at least 20 years, which provides for the optional or mandatory deferral of interest or distributions at the option of the issuer thereof. "Financing Vehicle" means a business trust, limited liability company, limited partnership or similar entity (i) substantially all of the common equity, general partner or similar interests of which are owned (either directly or indirectly through one or more Wholly-Owned Subsidiaries) at all times by SXL Operations or the MLP, (ii) that has been formed for the sole purpose of issuing trust preferred securities or deferrable interest subordinated debt, and (iii) substantially all the assets of which consist of (A) subordinated debt of SXL Operations or the MLP and (B) payments made from time to time on such subordinated debt.

Increase Effective Date has the meaning set forth in **Section 2.13(b)**.

Indebtedness means, as to any Person at a particular time, all of the following:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, including all reimbursement obligations of such Person in respect of Indebtedness described in **clause (b)** below;

(b) the face amount of all letters of credit (including standby and commercial), banker's acceptances, Bank Guaranties, surety bonds, and similar instruments issued for the account of such Person, and, without duplication, all drafts drawn and unpaid thereunder;

(c) whether or not so included as liabilities in accordance with GAAP, all obligations of such Person to pay the deferred purchase price of property or services, other than trade accounts payable in the ordinary course of business, and indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(d) Capital Leases;

(e) Off-Balance Sheet Liabilities; and

(f) all Guaranty Obligations of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner, unless such Indebtedness is expressly made non-recourse to such Person except for customary exceptions acceptable to the Required Lenders. The amount of any Capital Lease as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date.

Indemnified Liabilities has the meaning set forth in **Section 10.05**.

Indemnified Taxes means Taxes other than Excluded Taxes.

Indemnitees has the meaning set forth in **Section 10.05**.

Independent Insurers means sound and reputable insurance companies not Affiliates of the Borrower.

Interest Payment Date means, (a) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; *provided, however*, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date.

Interest Period means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two, three or six months thereafter, as selected by the Borrower in its Borrowing Notice; *provided that*:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Eurodollar Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period applicable to any Loan shall extend beyond the Maturity Date.

Investment means, as to any Person, any acquisition or investment by such Person, whether directly or through a Subsidiary of such Person, by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, guaranty of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

Investment Grade Rating means, with respect to any Person, ratings of BBB- and Baa3 or better by S&P and Moody's, respectively, of such Person's long-term non-enhanced senior unsecured debt.

IRS means the United States Internal Revenue Service.

Laws means, collectively, all applicable international, foreign, federal, state and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, licenses, authorizations and permits of, any Governmental Authority.

Lender has the meaning specified in the introductory paragraph hereto.

Lender Insolvency Event means that (i) a Lender or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (ii) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment; provided, that a Lender shall not become a Defaulting Lender solely as the result of the acquisition or maintenance of an ownership interest in such Lender or its Parent Company or the exercise of control over such Lender or its Parent Company by a Governmental Authority or an instrumentality thereof.

Lending Office means, as to any Lender, the office or offices of such Lender set forth on its Administrative Details Form, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

Letter of Credit has the meaning set forth in **clause (h)(iv)** of the definition of “Eligible Receivables.”

Leverage Ratio means, as of any date of determination, the ratio of (a) (i) Consolidated Total Debt as of such date *minus* (ii) Excluded Affiliate Debt as of such date to (b) Consolidated EBITDA for the Rolling Period ending on such date, or if such date is not the last day of a fiscal quarter, ending on the last day of the fiscal quarter most recently ended.

Lien means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever to secure or provide for payment of any obligation of any Person, (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable Laws of any jurisdiction), including the interest of a purchaser of accounts receivable.

Loan has the meaning specified in **Section 2.01**.

Loan Documents means, collectively, this Agreement, each Note, the Fee Letters, each Borrowing Notice, each Compliance Certificate, the Guaranty, the Summary Hedged Inventory Reports and any other document executed by the Borrower or a Guarantor which contains a provision stating that it is a “Loan Document” as herein defined.

Loan Parties means, collectively, the Borrower and the Guarantors.

Loan Value means, at any time, as determined by the Borrower and reasonably satisfactory to the Administrative Agent, the *sum* of (a) the Hedged Value of all Hedged Eligible Inventory, plus (b) the aggregate amount of all Eligible Receivables, *minus* (i) all related storage, transportation and other applicable costs of such Hedged Eligible Inventory, and (ii) (A) the Hedged Value of all Hedged Eligible Inventory encumbered by Liens securing First Purchase Crude Payables and (B) the dollar amount of all First Purchase Crude Payables relating to Eligible Receivables to the extent, in the case of **clauses (A) and (B)**, that such First Purchase Crude Payables are not at the time in question fully covered to the satisfaction of the Administrative Agent by a Letter of Credit.

Marketing Companies means, collectively, the Borrower and its Subsidiaries.

Material Adverse Effect means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties or financial condition of (i) the Borrower and its Subsidiaries taken as a whole, (ii) SXL Operations and its Subsidiaries taken as a whole or (iii) the MLP and its Subsidiaries taken as a whole; (b) a material impairment of the ability of the Borrower to perform its obligations under the Loan Documents, or a material impairment of SXL Operations and the MLP, collectively, to perform their obligations under the Loan Documents; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower, SXL Operations or the MLP of any Loan Documents to which it is a party.

Material Project means any capital construction or expansion project of the Borrower or its Subsidiaries, the aggregate capital cost or budgeted capital cost of which, in each case, including capital costs expended prior to the Acquisition of any such project by the Borrower or its Subsidiaries, as the case may be, exceeds \$25,000,000.00.

Material Project EBITDA Adjustments means, with respect to each Material Project

(a) for any Rolling Period ending on or prior to the last day of the fiscal quarter in which the Commercial Operation Date of such Material Project occurs, a percentage (based on the then-current completion percentage of such Material Project) of an amount determined by SXL Operations and approved by the Administrative Agent as the projected Consolidated EBITDA attributable to such Material Project for the first 12-month period following the scheduled Commercial Operation Date of such Material Project (such amount to be determined by SXL Operations in good faith and in a commercially reasonable manner based on customer contracts or tariff-based customers relating to such Material Project, the creditworthiness of the other parties to such contracts or such tariff-based customers, projected revenues from such contracts, tariffs, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions and other similar factors deemed appropriate by SXL Operations) which may, at SXL Operations' option, for purposes of calculating the Leverage Ratio, be added to Consolidated EBITDA for the fiscal quarter in which construction or expansion of such Material Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Material Project (including the fiscal quarter in which such Commercial Operation Date occurs, but without duplication of any actual Consolidated EBITDA attributable to such Material Project following such Commercial Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date as reflected in the Responsible Officer's Certificate delivered pursuant to **clause (c)(i)** of this definition then the foregoing amount shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after the actual Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the actual period of delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days but not more than 270 days, 50%, (iv) longer than 270 days, 100%; and

(b) for each Rolling Period ending on the last day of the first, second and third fiscal quarters, respectively, immediately following the fiscal quarter during which the Commercial Operation Date occurs, an amount equal to the projected Consolidated EBITDA attributable to the Material Project, determined in accordance with **clause (a)** above, for the period from but excluding the end of such Rolling Period through and including the last day of the fourth fiscal quarter following the fiscal quarter during which the Commercial Operation Date occurs, may, at SXL Operations' option, for purposes of calculating the Leverage Ratio, be added to Consolidated EBITDA for such Rolling Period (net of any actual Consolidated EBITDA attributable to the Material Project) through and including the last day of the fiscal quarter during which the Commercial Operation Date occurs.

(c) Notwithstanding the foregoing:

(i) no such additions shall be allowed with respect to any Material Project unless at least 20 days prior to the delivery of any Compliance Certificate on which Material Project EBITDA Adjustments will be reflected for a Material Project (or such shorter time period as may be agreed by the Administrative Agent), SXL Operations shall have delivered to the Administrative Agent a certificate of a Responsible Officer of SXL Operations certifying as to the scheduled Commercial Operation Date of such Material Project and as to the amount determined by SXL Operations as the projected Consolidated EBITDA attributable to such Material Project, together with a reasonably detailed explanation of the basis therefor and such other information and documentation as the Administrative Agent or any Lender may reasonably request; and

(ii) the aggregate amount of all Material Project EBITDA Adjustments during any period shall be limited to 20% of the total actual Consolidated EBITDA for such period (which total actual Consolidated EBITDA shall be determined without including any Material Project EBITDA Adjustments or any adjustments for Acquisitions pursuant to the definition of Consolidated EBITDA).

Maturity Date means (a) the Stated Maturity Date, or (b) such earlier effective date of any other termination, cancellation, or acceleration of all Commitments under this Agreement.

Maximum Amount and **Maximum Rate** respectively mean, for each Lender, the maximum non-usurious amount and the maximum non-usurious rate of interest which, under applicable Law, such Lender is permitted to contract for, charge, take, reserve, or receive on the Obligations.

MLP has the meaning set forth in the introductory paragraph hereto.

Moody's means Moody's Investors Service, Inc.

Multiemployer Plan means any employee benefit plan of the type described in *Section 4001(a)(3)* of ERISA, to which SXL Operations or any ERISA Affiliate makes or is obligated to make contributions, or has made or been obligated to make contributions during the current calendar year or preceding five calendar years.

Multi-Year Credit Agreement means the Credit Agreement dated as of August 22, 2011 among SXL Operations, Citibank, N.A. as Administrative Agent, Swing Line Lender and L/C Issuer, and the lenders therein named.

Non-Consenting Lender means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all affected Lenders in accordance with the terms of **Section 10.01** and (ii) has been approved by the Required Lenders.

Non-Defaulting Lender means, at any time, a Lender that is not a Defaulting Lender.

Notes means promissory notes of the Borrower, substantially in the form of **Exhibit B** hereto, evidencing the obligation of Borrower to repay the Loans, and "**Note**" means any one of such promissory notes issued hereunder.

NYMEX means the New York Mercantile Exchange.

Obligations means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

Off-Balance Sheet Liabilities means, with respect to any Person as of any date of determination thereof, without duplication and to the extent not included as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP: (a) with respect to any asset securitization transaction (including any accounts receivable purchase facility) (i) the unrecovered investment of purchasers or transferees of assets so transferred and (ii) any other payment, recourse, repurchase, hold harmless, indemnity or similar obligation of such Person or any of its Subsidiaries in respect of assets transferred or payments made in respect thereof, other than limited recourse provisions that are customary for transactions of such type and that neither (x) have the effect of limiting the loss or credit risk of such purchasers or transferees with respect to payment or performance by the obligors of the assets so transferred nor (y) impair the characterization of the transaction as a true sale under applicable Laws (including Debtor Relief Laws); (b) Synthetic Lease Obligations; (c) the monetary obligations under any sale and leaseback transaction which does not create a liability on the consolidated balance sheet of such Person and its Subsidiaries; or (d) any other monetary obligation arising with respect to any other transaction which (i) upon the application of any Debtor Relief Law to such Person or any of its Subsidiaries, would be characterized as indebtedness or (ii) is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such Person and its Subsidiaries.

Organization Documents means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws; (b) with respect to any limited liability company, the certificate of formation and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation with the secretary of state or other department in the state of its formation, in each case as amended from time to time.

Other Connection Taxes means, with respect to the Administrative Agent, any Lender, or any other recipient, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

Other Petroleum Products means, at the time of determination thereof (and without duplication), Petroleum Products (specifically excluding, however, tank bottoms and pipeline linefill of the Borrower classified as a long-term asset) owned by the Borrower or for which the Borrower has contracted to purchase that do not constitute Hedged Eligible Inventory.

Other Taxes means all present or future stamp, documentary, intangible, recording, or filing taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

Outstanding Amount means with respect to Loans on any date, the aggregate principal amount of Loans outstanding on such date after giving effect to any Borrowings and prepayments or repayments of Loans occurring on such date.

Parent Company means, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

Participant has the meaning specified in **Section 10.07(d)**.

Participant Register has the meaning specified in **Section 10.07(d)**.

Partnership Agreement (SXL Marketing) means the First Amended and Restated Agreement of Limited Partnership of the Borrower, dated as of February 8, 2002.

Partnership Agreement (MLP) means the Third Amended and Restated Agreement of Limited Partnership of the MLP, dated as of January 26, 2010, as amended by Amendment No. 1 to Third Amended and Restated Agreement of Limited Partnership of Sunoco Logistics Partners L.P., dated as of July 1, 2011.

Partnership Agreement (SXL Operations) means the First Amended and Restated Agreement of Limited Partnership of Sunoco Logistics Partners Operations L.P., dated as of February 8, 2002.

PBGC means the Pension Benefit Guaranty Corporation.

Pension Act means the Pension Protection Act of 2006.

Pension Funding Rules means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, *Section 412* of the Code and *Section 302* of ERISA, each as in effect prior to the Pension Act and, thereafter, *Sections 412, 430, 431, 432 and 436* of the Code and *Sections 302, 303, 304 and 305* of ERISA.

Pension Plan means any “employee pension benefit plan” (as such term is defined in *Section 3(2)(A)* of ERISA), other than a Multiemployer Plan, that is subject to *Title IV* of ERISA and is sponsored or maintained by SXL Operations or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in *Section 4064(a)* of ERISA, has made contributions at any time during the immediately preceding five plan years.

Permitted Investments means:

(a) United States Dollars;

(b) direct general obligations, or obligations of, or obligations fully and unconditionally guaranteed as to the timely payment of principal and interest by, the United States or any agency or instrumentality thereof having remaining maturities of not more than thirteen (13) months, but excluding any such securities whose terms do not provide for payment of a fixed dollar amount upon maturity or call for redemptions;

(c) certificates of deposit and eurodollar time deposits with maturities of thirteen (13) months or less, bankers acceptances with maturities not exceeding one hundred eighty (180) days, overnight bank deposits and other similar short term instruments, in each case with any domestic commercial bank having capital and surplus in excess of \$500,000,000 and having a rating of at least “A2” by Moody’s and at least “A” by S&P;

(d) repurchase obligations with a term of not more than thirteen (13) months for underlying securities of the types described in (b) and (c) above entered into with any financial institution meeting the qualifications in (c) above;

(e) commercial paper (having original maturities of not more than two hundred seventy (270) days) of any person rated “P-1” or better by Moody’s or “A-1” or the equivalent by S&P; and

(f) money market mutual or similar funds having assets in excess of \$100,000,000, at least 95% of the assets of which are comprised of assets specified in **clause (a)** through **(e)** above.

Permitted Joint Venture means any Person (other than a Subsidiary) in which the Borrower owns (including ownership through its Subsidiaries) equity interests representing less than 100% of the total outstanding equity interests of such Person, *provided that* such Person is engaged only in the businesses that are permitted for the Borrower and its Subsidiaries pursuant to **Section 7.09**.

Permitted Liens means Liens permitted under **Section 7.01** as described in such Section.

Person means any individual, trustee, corporation, general partnership, limited partnership, limited liability company, joint stock company, trust, unincorporated organization, bank, business association, firm, joint venture or Governmental Authority.

Petroleum Products means crude oil, condensate, natural gas, natural gas liquids (NGLs), liquefied petroleum gases (LPGs), refined petroleum products or any blend thereof.

Plan means any “*employee benefit plan*” (as such term is defined in *Section 3(3)* of ERISA) established or sponsored by SXL Operations or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate maintains or is required to make contributions.

Present and Related Businesses means all businesses engaged in by the Borrower or any Borrower Affiliate as of the Closing Date, including the storage marketing, blending, gathering, transportation and distribution of hydrocarbons, and businesses related thereto.

Pro Rata Share means, at any date of determination, for any Lender, the percentage (carried out to the ninth decimal place) that its Committed Sum at such time bears to the Aggregate Committed Sum at such time; provided that if the commitment of each Lender to make Loans have been terminated pursuant to **Section 8.02** or has otherwise expired, then the Pro Rata Share of each Lender shall be determined based on the Pro Rata Share of such Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof. The initial Pro Rata Share of each Lender is set forth opposite the name of such Lender on **Schedule 2.01** or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

Quarterly Distributions means with respect to SXL Operations, the distributions by SXL Operations of Available Cash (as defined in the Partnership Agreement (SXL Operations)), or with respect to MLP, the distributions by the MLP of Available Cash (as defined in the Partnership Agreement (MLP)).

Register has the meaning set forth in **Section 10.07(c)**.

Related Parties means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, deposit, dispersal, migrating, or other movement into the air, ground, or surface water, or soil in violation of any Environmental Law.

Removal Effective Date has the meaning set forth in **Section 9.06(b)**.

Reportable Event means any of the events set forth in **Section 4043(c) of ERISA**, other than events for which the 30 day notice period has been waived.

Request for Credit Extension means a Borrowing Notice.

Required Lenders means, as of any date of determination, Lenders having more than 50% of the Aggregate Commitments or, if the commitment of each Lender to make Loans have been terminated pursuant to **Section 8.02**, Lenders holding in the aggregate more than 50% of the Outstanding Amount of all Loans; provided that the Commitment of, and the portion of the Outstanding Amount of all Loans held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

Resignation Effective Date has the meaning set forth in **Section 9.06(a)**.

Responsible Officer means the president, chief executive officer, chief financial officer, treasurer or assistant treasurer of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

Restricted Payment by a Person means any dividend or other distribution (whether in cash, securities or other property) with respect to any equity interest in such Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interest or of any option, warrant or other right to acquire any such equity interest.

Rolling Period means any period of four consecutive fiscal quarters.

S&P means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc.

Servicing Employees has the meaning set forth in **Section 5.15**.

SPC has the meaning specified in **Section 10.07(g)**.

Specified Acquisition has the meaning set forth in the definition of "Acquisition Period".

Specified Affiliate means each Affiliate of SXL Operations other than the Companies.

Stated Maturity Date means August 12, 2013.

Subsidiary of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “**Subsidiary**” or to “**Subsidiaries**” shall refer to a Subsidiary or Subsidiaries of SXL Operations.

Summary Hedged Inventory Report means a summary report with respect to the Hedged Eligible Inventory, as described in **Section 6.02(d)**.

Sunoco means Sunoco, Inc., a Pennsylvania corporation.

Sunoco Terminal means any storage terminal, tankage or facility owned by (i) a Loan Party, or (ii) an Affiliate of a Loan Party that has executed and delivered a waiver of lien or lien subordination agreement in form and substance reasonably acceptable to the Administrative Agent with respect to any Hedged Eligible Inventory stored at such terminal, tankage or facility.

SXL Operations has the meaning set forth in the introductory paragraph hereto.

Swap Contract means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “**Master Agreement**”), including any such obligations or liabilities under any Master Agreement.

Swap Termination Value means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in **clause (a)** the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include any Lender).

Synthetic Lease Obligation means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment). The amount of any Synthetic Lease Obligation as of any date shall be deemed to be the amount of Attributable Principal in respect thereof as of such date.

Taxes means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

Total Capitalization means, as of any date of determination, the total of (i) Consolidated Total Debt plus (ii) Consolidated Net Worth.

Treasury Services Agreement means the Amended and Restated Treasury Services Agreement between SXL Operations, the MLP, and Sunoco, dated as of November 26, 2003, pursuant to which SXL Operations and the MLP participate in Sunoco's centralized cash management program.

Type means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

UCC means the Uniform Commercial Code as in effect in the State of New York.

Unfunded Pension Liability means the excess of a Pension Plan's benefit liabilities under *Section 4001(a)(16)* of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the actuarial assumptions used for funding the Pension Plan pursuant to *Section 412* of the Code for the applicable plan year.

U.S. Person means any person that is a "United States Person" as defined in *Section 7701(a)(30)* of the Code.

U.S. Tax Compliance Certificate has the meaning assigned to such term in *Section 3.01(e)*.

Voting Stock means the capital stock (or equivalent thereof) of any class or kind, of a Person, the holders of which are entitled to vote for the election of directors, managers, or other voting members of the governing body of such Person.

Wholly-Owned when used in connection with a Person means any Subsidiary of such Person of which all of the issued and outstanding shares of stock (except shares required as directors' qualifying shares) shall be owned by such Person or one or more of its Wholly-Owned Subsidiaries.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Unless otherwise specified, Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The words "include", "includes" and "including" is by way of example and not limitation.

(iv) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced.

(v) The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(c) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(d) Section headings herein and the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(e) Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, *except* as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance by the MLP and its Subsidiaries with any covenant (including the computation of any financial covenant) contained herein, Indebtedness shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) Consolidation of Variable Interest Entities. All references herein to consolidated financial statements of the MLP and its Subsidiaries or to the determination of any amount for the MLP and its Subsidiaries on a consolidated basis or any similar reference shall, in each case, be deemed to include each variable interest entity that the MLP is required to consolidate pursuant to FASB ASC 810 as if such variable interest entity were a Subsidiary as defined herein.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

ARTICLE II. THE COMMITMENTS AND BORROWINGS

2.01 Loans.

(a) Subject to the terms and conditions set forth herein, each Lender severally, but not jointly, agrees to make loans (each such loan, a “**Loan**”) to the Borrower from time to time on any Business Day during the period from the Closing Date to the Maturity Date, in an aggregate amount not to exceed at any time outstanding the amount of such Lender’s Commitment. Such Borrowings may be prepaid and reborrowed from time to time in accordance with the terms and provisions of the Loan

Documents; *provided that*, each such Borrowing must occur on a Business Day and no later than the Business Day immediately preceding the Maturity Date, and *provided, further*, that after giving effect to any Borrowing of Loans, (i) the aggregate Outstanding Amount of all Loans shall not exceed the lesser of (x) the Loan Value at such time, and (y) the Aggregate Commitments, and (ii) the aggregate Outstanding Amount of the Loans of any Lender shall not exceed such Lender's Commitment.

(b) Loans shall be available to the Borrower for the purposes set forth in **Section 6.12**.

2.02 Reserved.

2.03 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing of Loans, each conversion of Loans from one Type to the other, and each continuation of Loans as the same Type shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 11:00 a.m., New York time, (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans, (ii) three Business Days prior to the conversion of Eurodollar Rate Loans to Base Rate Loans, and (iii) on the requested date of any Borrowing of Base Rate Loans. Each such telephonic notice must be confirmed promptly by delivery to the Administrative Agent of a written Borrowing Notice, appropriately completed and signed by an authorized officer of the Borrower. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Borrowing Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Loans as the same Type, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Borrowing Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made or continued as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Borrowing Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Borrowing Notice with respect to Loans, the Administrative Agent shall promptly notify each Lender of its Pro Rata Share of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. In the case of a Borrowing of Loans, each Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m., New York time, on the Business Day specified in the applicable Borrowing Notice. Upon satisfaction of the applicable conditions set forth in **Section 4.02**, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Citibank with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of the Interest Period for such Eurodollar Rate Loan. During the existence of a Default or Event of Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Required Lenders, and the Required Lenders may demand that any or all of the then outstanding Eurodollar Rate Loans be converted immediately to Base Rate Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Eurodollar Rate Loan upon determination of such interest rate. The determination of the Eurodollar Rate by the Administrative Agent shall be conclusive in the absence of manifest error.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect at any given time with respect to Loans.

2.04 Prepayments.

(a) Optional Prepayments.

(i) The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay in whole or in part the Loans without premium or penalty; *provided that* (i) such notice must be received by the Administrative Agent not later than 11:00 a.m., New York time, (A) three Business Days prior to any date of prepayment of Eurodollar Rate Loans, and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of such Lender's Pro Rata Share of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Pro Rata Shares.

(ii) Unless a Default or Event of Default has occurred and is continuing or would arise as a result thereof, any payment or prepayment of the Loans may be reborrowed by Borrower, subject to the terms and conditions hereof.

(b) Mandatory Prepayments. If for any reason the Outstanding Amount of all Loans at any time exceeds (i) the Aggregate Commitments then in effect, the Borrower shall within one Business Day prepay the Loans in an amount equal to such excess, or (ii) the Loan Value at such time, the Borrower shall within three Business Days prepay the Loans in an amount equal to such excess.

(c) Prepayments: Interest/Consequential Loss. All prepayments under this **Section 2.04** shall be made *together with* accrued interest to the date of such prepayment on the principal amount prepaid. The Borrower shall pay any amounts due under **Section 3.05** with respect to such prepayments.

2.05 Reduction or Termination of Commitments.

The Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Commitments, or permanently reduce the Aggregate Commitments to an amount not less than the then Outstanding Amount of all Loans; *provided that* (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m., five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$5,000,000 or any whole

multiple of \$1,000,000 in excess thereof. The Administrative Agent shall promptly notify the Lenders of any such notice of reduction or termination. Once reduced in accordance with this Section, the Commitments may not be increased. Any reduction of the Aggregate Commitments shall be applied to the Aggregate Commitments of each Lender according to its Pro Rata Share. All Facility Fees on the portion of the Commitment so terminated which have accrued to the effective date of any termination of Commitments shall be paid on the effective date of such termination.

2.06 Repayment of Loans.

The Borrower shall repay to each Lender on the Maturity Date the aggregate principal amount of such Lender's Loans outstanding on such date.

2.07 Interest.

(a) Subject to the provisions of **subsection (b)** below, (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period *plus* the Applicable Rate and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate *plus* the Applicable Rate.

(b) While any Event of Default exists pursuant to **Sections 8.01(a)** or **8.01(f)** the Borrower shall pay interest on the principal amount of all outstanding Loans at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) If the designated rate applicable to any Borrowing exceeds the Maximum Rate, the rate of interest on such Borrowing shall be limited to the Maximum Rate, but any subsequent reductions in such designated rate shall not reduce the rate of interest thereon below the Maximum Rate until the total amount of interest accrued thereon equals the amount of interest which would have accrued thereon if such designated rate had at all times been in effect. In the event that at maturity (stated or by acceleration), or at final payment of the Outstanding Amount of any Loans, the total amount of interest paid or accrued is less than the amount of interest which would have accrued if such designated rates had at all times been in effect, then, at such time and to the extent permitted by Law, the Borrower shall pay an amount equal to the difference between (a) the lesser of the amount of interest which would have accrued if such designated rates had at all times been in effect and the amount of interest which would have accrued if the Maximum Rate had at all times been in effect, and (b) the amount of interest actually paid or accrued on such Outstanding Amount.

2.08 Fees.

(a) Facility Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Pro Rata Share, a facility fee (the "**Facility Fee**") equal to the Applicable Rate *times* the actual daily amount of the Aggregate Commitments, regardless of usage, subject to adjustment as provided in **Section 2.16**. The Facility Fee payable to each Lender shall accrue at all times from the Closing Date until the Maturity Date and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to

occur after the Closing Date, and on the Maturity Date. The Facility Fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. The Facility Fee shall accrue at all times from and after the Closing Date, including at any time during which one or more of the conditions in **Article IV** is not met.

(b) Arranger's and Agency Fees. The Borrower shall pay certain fees to each Arranger for such Arranger's own account, and shall pay an agency fee to the Administrative Agent for the Administrative Agent's own account, in the amounts and at the times specified in the Fee Letters. Such fees shall be fully earned when paid and shall be nonrefundable for any reason whatsoever.

(c) Lenders' Upfront Fee. On the Closing Date, the Borrower shall pay to the Administrative Agent, for the account of the Lenders in accordance with their respective Pro Rata Shares, an upfront fee in the agreed amount in accordance with the applicable Fee Letter. Such upfront fees are for the credit facilities by the Lenders under this Agreement and are fully earned on the date paid. The upfront fee paid to each Lender is solely for its own account and is nonrefundable for any reason whatsoever.

2.09 Computation of Interest and Fees. Computation of interest on Loans whose interest rate is determined by reference to the prime rate shall be calculated on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed. Computation of all other types of interest and all fees shall be calculated on the basis of a year of 360 days and the actual number of days elapsed, which results in a higher yield to the payee thereof than a method based on a year of 365 or 366 days. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid.

2.10 Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure so to record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Loans. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of such Lender shall control. Upon the request of any Lender made through the Administrative Agent, such Lender's Loans may be evidenced by one or more Notes. Each Lender may attach schedules to its Note(s) and endorse thereon the date, Type (if applicable), amount and maturity of the applicable Loans and payments with respect thereto.

2.11 Payments Generally.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 12:00 noon, New York time, on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Pro Rata Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 12:00 noon, New York time, shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) Subject to the definition of “**Interest Period**,” if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) If no Default or Event of Default exists and if no order of application is otherwise specified in the Loan Documents, payments and prepayments of the Obligations shall be applied first to fees, second to accrued interest then due and payable on the Outstanding Amount of Loans, and then to the remaining Obligations in the order and manner as Borrower may direct.

(d) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully the Obligations, or if a Default or Event of Default exists, any payment or prepayment shall be applied in the following order: (i) to the payment of enforcement expenses incurred by the Administrative Agent, including Attorney Costs; (ii) to the ratable payment of all other fees, expenses, and indemnities for which the Administrative Agent or Lenders have not been paid or reimbursed in accordance with the Loan Documents (as used in this **Section 2.11(d)(ii)**, a “*ratable payment*” for any Lender or the Administrative Agent shall be, on any date of determination, that proportion which the portion of the total fees, expenses, and indemnities owed to such Lender or the Administrative Agent bears to the total aggregate fees and indemnities owed to all Lenders and the Administrative Agent on such date of determination); (iii) to the ratable payment of accrued and unpaid interest on the Outstanding Amount of Loans (as used in this **Section 2.11(d)(iii)**, “*ratable payment*” means, for any Lender, on any date of determination, that proportion which the accrued and unpaid interest on the Outstanding Amount of Loans owed to such Lender bears to the total accrued and unpaid interest on the Outstanding Amount of Loans owed to all Lenders); (iv) to the ratable payment of the Outstanding Amount of Loans (as used in this **Section 2.11(d)(iv)**, “*ratable payment*” means for any Lender, on any date of determination, that proportion which the Outstanding Amount of Loans owed to such Lender bears to the Outstanding Amount of Loans owed to all Lenders); and (v) to the payment of the remaining Obligations, if any, in the order and manner Required Lenders deem appropriate.

(e) Unless the Borrower or any Lender has notified the Administrative Agent prior to the date any payment is required to be made by it to the Administrative Agent hereunder (or, in the case of a Lender’s notice associated with a Base Rate Loan, prior to 1:00 p.m., New York time, on the date of the funding of such Loan) that the Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrower failed to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds, at the greater of the Federal Funds Rate from time to time in effect and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the “**Compensation Period**”) at a rate per annum equal to the greater of the Federal Funds

Rate from time to time in effect and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan, included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender with respect to any amount owing under this **subsection (e)** shall be conclusive, absent manifest error.

(f) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this **Article II**, and the conditions to the applicable Borrowing set forth in **Article IV** are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(g) The obligations of the Lenders hereunder to make Loans, and to make payments pursuant to **Section 9.08** are several and not joint. The failure of any Lender to make any Loan, fund any participation or make any payment pursuant to **Section 9.08** on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment pursuant to **Section 9.08**.

(h) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.12 Sharing of Payments. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any Loans made by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon greater than its Pro Rata Share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this paragraph shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this paragraph shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party.

2.13 Increase in Aggregate Committed Sum.

(a) Provided there exists no Event of Default, the Borrower may from time to time provide notice to the Administrative Agent (who shall promptly notify the Lenders) that (i) one or more Lenders has or have agreed to increase its (or their) Committed Sum under the Credit Agreement, or (ii) one or more Eligible Assignees (other than a Lender) has or have agreed to become Lender(s) pursuant a joinder agreement in form and substance satisfactory to the Administrative Agent; *provided, that* (A) the Borrower shall be required to obtain the prior written consent of the Administrative Agent to the addition of any new Lender, (B) the minimum Committed Sum of any new Lender shall be \$5,000,000, and (C) the Aggregate Committed Sum may at no time exceed \$300,000,000. No Lender is obligated to increase its Committed Sum at any time pursuant to this **Section 2.13**.

(b) If the Aggregate Committed Sum is increased in accordance with this **Section 2.13**, the Administrative Agent and the Borrower shall determine the effective date (the "**Increase Effective Date**") of such increase. The Administrative Agent shall promptly notify the Borrower and the Lenders of such increase and the Increase Effective Date. As a condition precedent to such increase, the Borrower shall deliver to the Administrative Agent a certificate of the Borrower and of each Guarantor dated as of the Increase Effective Date signed by a Responsible Officer of each such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrower, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in **Article V** of the Credit Agreement and the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this **Section 2.13**, the representations and warranties contained in **Sections 5.05(a)** and **5.05(b)** shall be deemed to refer to the most recent financial statements furnished pursuant to **subsections (a)** and **(b)**, respectively, of **Section 6.01**, and (B) no Event of Default exists. The Borrower shall prepay any Loans outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to **Section 3.05**) to the extent necessary to keep the outstanding Loans ratable with any revised Pro Rata Shares arising from any nonratable increase in the Aggregate Committed Sum under this **Section 2.13**.

(c) This **Section 2.13** shall supersede any provisions in **Sections 2.12** or **10.01** to the contrary.

2.14 Reserved.

2.15 Reserved.

2.16 Defaulting Lenders.

(a) Defaulting Lender Waterfall. Any amount paid by the Borrower or otherwise received by the Administrative Agent for the account of a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity payments or other amounts) will not be paid or distributed to such Defaulting Lender, but will instead be retained by the Administrative Agent in a segregated account and (subject to **Section 2.16(e)**) will be applied by the Administrative Agent, to the fullest extent

permitted by law, to the making of payments from time to time in the following order of priority: first to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent under this Agreement, second to the payment of post-default interest and then current interest due and payable to the Lenders hereunder other than Defaulting Lenders, ratably among them in accordance with the amounts of such interest then due and payable to them, three to the payment of fees then due and payable to the Non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such fees then due and payable to them, fourth to the ratable payment of other amounts then due and payable to the Non-Defaulting Lenders, and fifth to pay amounts owing under this Agreement to such Defaulting Lender or as a court of competent jurisdiction may otherwise direct.

(b) Certain Fees. Anything herein to the contrary notwithstanding, during any period which a Lender is a Defaulting Lender, such Defaulting Lender shall not be entitled to receive any Facility Fee pursuant to **Section 2.08(a)** (without prejudice to the rights of the Non-Defaulting Lenders in respect of such fees) except to extent allocable to the sum of the Outstanding Amount of the Loans funded by it (and the Borrower shall not be required to pay the remaining amount of such Facility Fee that otherwise would have been required to have been paid to that Defaulting Lender). The pro rata payment provisions of **Section 2.12** will automatically be deemed adjusted to reflect the provisions of this **Section**.

(c) Termination of Defaulting Lender Commitment. The Borrower may terminate the unused amount of any Defaulting Lender's Commitment upon not less than three Business Days' prior notice to the Administrative Agent (which will promptly notify the Lenders thereof), and in such event the provisions of **Section 2.16(a)** will apply to all amounts thereafter paid by the Borrower for the account of such Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts), provided that, unless otherwise specifically agreed in writing by the Borrower, neither such termination nor any other provision, or act taken by the Borrower, hereunder will be deemed to be a waiver or release of any claim that the Borrower, the Administrative Agent or any Lender may have against such Defaulting Lender.

(d) Replacement of Defaulting Lender. The Borrower may require a Defaulting Lender to assign and delegate its interests, rights and obligations under this Agreement in accordance with **Section 3.07(b)**.

(e) Cure. If the Borrower and the Administrative Agent agree in writing in their discretion that a Lender that is a Defaulting Lender, as the case may be, should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any amounts then held in the segregated account referred to in **Section 2.16(a)**), such Lender will, to the extent applicable, purchase such portion of outstanding Loans of the other Lenders and/or make such other adjustments as the Administrative Agent may determine to be necessary to cause the participations in Loans of the Lenders to be on a pro rata basis in accordance with their respective Commitments, whereupon such Lender will cease to be a Defaulting Lender and will be a Non-Defaulting Lender (and the participations in Loans of each Lender will automatically be adjusted on a prospective basis to reflect the foregoing); provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

**ARTICLE III.
TAXES, YIELD PROTECTION AND ILLEGALITY**

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Taxes, except as required by Law. If any applicable Law requires the deduction or withholding of any Tax from any such payment, then the Borrower, Administrative Agent, or any Guarantor, as applicable, shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with the applicable Law and, if such Tax is an Indemnified Tax, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions of Indemnified Taxes applicable to additional sums payable under this Section) the Administrative Agent or Lender(s), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower (or a Guarantor, as applicable) to a Governmental Authority, the Borrower (or such Guarantor, as applicable) shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under *Section 881(c)* of the Code, (x) a certificate substantially in the form of **Exhibit G-1** to the effect that such Foreign Lender is not a “bank” within the meaning of *Section 881(c)(3)(A)* of the Code, a “10 percent shareholder” of the Borrower within the meaning of *Section 881(c)(3)(B)* of the Code, or a “controlled foreign corporation” described in *Section 881(c)(3)(C)* of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed originals of IRS Form W-8BEN; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of **Exhibit G-2** or **Exhibit G-3**, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of **Exhibit G-4** on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to any Lender or the Administrative Agent under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or the Administrative Agent, as the case may be, were to fail to comply with the applicable reporting requirements of FATCA (including those contained in *Section 1471(b)* or *1472(b)* of the Code, as applicable), such Lender or the Administrative Agent, as applicable, shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by *Section 1471(b)(3)(C)(i)* of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender or the Administrative Agent, as applicable, has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this **clause (D)**, “**FATCA**” shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered pursuant to this **Section 3.01** expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) **Treatment of Certain Refunds.** If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower (or a Guarantor, as applicable) or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower (or such Guarantor, as applicable) an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower (or such Guarantor, as applicable) under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower (or such Guarantor, as applicable), upon the request of the Administrative Agent, or such Lender, agrees to repay the amount paid over to the Borrower (or such Guarantor, as applicable) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(g) **Survival.** Each party’s obligations under this **Section 3.01(g)** shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to the Eurodollar Rate, or materially restricts the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank eurodollar market, then, on notice thereof by such Lender to the Borrower through the

Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurodollar Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurodollar Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the reasonable judgment of such Lender, otherwise be materially disadvantageous to such Lender.

3.03 Inability to Determine Rates. If the Administrative Agent or the Required Lenders determine in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan or in connection with an existing or proposed Base Rate Loan, or (c) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to the Lenders of funding such Loan, then the Administrative Agent will promptly notify the Borrower and all Lenders. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing, conversion or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Cost; Reserves on Eurodollar Rate Loans.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by **Section 3.04(d)**);

(ii) subject any Lender or to any tax of any kind whatsoever with respect to this Agreement or any Eurodollar Rate Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by **Section 3.01** and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender); or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Rate Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan the interest on which is determined by reference to the Eurodollar Rate (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender, as the case may be, for such additional costs incurred or reduction suffered.

(b) **Capital Requirements.** If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(d) **Reserves on Eurodollar Rate Loans.** The Borrower shall pay to each Lender, as long as such Lender shall be required under regulations of the Board to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional costs on the unpaid principal amount of each Eurodollar Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Borrower shall have received at least 15 days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice 15 days prior to the relevant Interest Payment Date, such additional interest shall be due and payable 15 days from receipt of such notice.

3.05 Funding Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss (excluding loss of anticipated profits), cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower.

For purposes of calculating amounts payable by the Borrower to the Lenders under this **Section 3.05**, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

3.06 Matters Applicable to all Requests for Compensation. A certificate of the Administrative Agent or any Lender claiming compensation under this **Article III** and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods. The Borrower shall pay the Administrative Agent or such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

3.07 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under **Section 3.04**, or requires the Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 3.01**, or if any Lender gives a notice pursuant to **Section 3.02**, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to **Section 3.01** or **3.04**, as the case may be, or eliminate the need for the notice pursuant to **Section 3.02**, as applicable and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under **Section 3.04**, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 3.01**, and, in each case, such Lender has declined or is unable to eliminate the requirement to pay any such additional amounts by designating a different Lending Office in accordance with **Section 3.07(a)**, or if any Lender is a Defaulting Lender or Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section 10.07**), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in **Section 10.07(b)**;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under **Section 3.05**) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under **Section 3.04** or payments required to be made pursuant to **Section 3.01**, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

3.08 Survival. All of the Borrower's obligations under this **Article III** shall survive termination of the Commitments and payment in full of all the other Obligations.

ARTICLE IV. CONDITIONS PRECEDENT

4.01 Conditions to Closing Date. The obligations of the Lenders to make Loans hereunder shall not become effective until the Closing Date which is scheduled to occur upon the satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles (followed promptly by originals) and unless otherwise specified, each properly executed by an authorized officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement and the Guaranty, each dated as of the Closing Date;

(ii) Notes executed by the Borrower in favor of each Lender requesting such Notes, each dated as of the Closing Date;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Administrative Agent may require to establish the identities of and verify the authority and capacity of each officer thereof authorized to act in connection with this Agreement and the other Loan Documents to which such Loan Party is a party;

(iv) such evidence as the Administrative Agent may reasonably require to verify that each Loan Party and the General Partner is duly organized or formed, validly existing, in good standing in the jurisdiction of its organization;

(v) a certificate signed by an a Responsible Officer of the Borrower certifying (A) that the representations and warranties contained in **Article V** are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that are already qualified as to materiality in the text thereof) on and as of such date, (B) no Default or Event of Default has occurred and is continuing as of such date, (C) since December 31, 2011 there has occurred no event or condition that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (D) there is no litigation, investigation or proceeding known to and affecting the Borrower or any Borrower Affiliate for which the Borrower is required to give notice pursuant to **Section 6.03(b)** (or, if there is any such litigation, investigation or proceeding, then a notice containing the information required by **Section 6.03(b)** shall be given concurrently with the delivery of the certificate given pursuant to this **clause (v)**), and (E) no action, suit, investigation or proceeding is pending or threatened in any court or before any arbitrator or Governmental Authority by or against the Borrower or any Borrower Affiliate, or any of their respective properties, that could reasonably be expected to have a Material Adverse Effect;

(vi) receipt of audited financial statements of the MLP as of December 31, 2011, unaudited financial statements of the MLP as of June 30, 2012, and such other financial information as the Administrative Agent may reasonably request;

(vii) opinions from (i) Vinson & Elkins LLP, counsel to each Loan Party and the General Partner, and (ii) Kathleen Shea-Ballay, counsel to each Loan Party and the General Partner, in each case, addressed to the Administrative Agent and each Lender, as to the matters concerning the Loan Parties and the Loan Documents as the Administrative Agent may reasonably request;

(viii) evidence of termination of the Commitments as defined in Existing Credit Agreement and repayment or refinancing of all loans thereunder simultaneously with the Closing Date; and

(ix) such other assurances, certificates, documents, consents or opinions as the Administrative Agent or the Required Lenders reasonably may require.

(b) Any fees due and payable at the Closing Date shall have been paid.

(c) The Borrower shall have paid Attorney Costs of the Administrative Agent to the extent invoiced prior to, or on, the Closing Date.

Without limiting the generality of the provisions of **Section 9.03**, for purposes of determining compliance with the conditions specified in this **Section 4.01**, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

The Administrative Agent shall notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding.

4.02 Conditions to all Loans. The obligation of each Lender to honor any Borrowing Notice with respect to Loans (other than a Borrowing Notice requesting only a conversion of Loans to the other Type, or a continuation of Loans as the same Type) is subject to the following conditions precedent:

(a) The representations and warranties of the Loan Parties contained in **Article V** (other than **Section 5.05(c)**), or which are contained in any document furnished at any time under or in connection herewith, shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such Request for Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this **Section 4.02**, the representations and warranties contained in **subsections (a) and (b) of Section 5.05** shall be deemed to refer to the most recent statements furnished pursuant to **clauses (a) and (b)**, respectively, of **Section 6.01**.

(b) No Default or Event of Default, and no “Default” or “Event of Default” under the Multi-Year Credit Agreement, shall exist or would result from such proposed Request for Credit Extension.

(c) The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) The Administrative Agent shall have received a Summary Hedged Inventory Report which shall include the Hedged Eligible Inventory being financed with such Borrowing.

Each Request for Credit Extension (other than a Borrowing Notice requesting only a conversion of Loans to the other Type or a continuation of Loans as the same Type) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in **Sections 4.02(a) and (b)** have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

Each of the Borrower and the Guarantors represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence; Qualification and Power; Compliance with Laws. As of the Closing Date, the General Partner shall be the sole general partner of the Borrower. All of the limited partner interests in the Borrower, which shall constitute 99.99% of the partner interests of the Borrower, are owned by SXL Operations. The General Partner, the general partner of SXL Operations, the general partner of the MLP and each Loan Party and the respective Subsidiaries of the foregoing (a) is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all governmental licenses, authorizations, consents and approvals to (i) own its assets, carry on its business and (ii) execute, deliver, and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and is licensed and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, and (d) is in compliance with all Laws, except in each case referred to in **clauses (b)(i), (c) or (d)** of this **Section 5.01**, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person’s Organization Documents; (b) conflict with or result in any material breach or contravention of, or the creation of any Lien under, any Contractual Obligation to which such Person is a party or any order, injunction, writ or decree of any Governmental Authority to which such Person or its property is subject; or (c) violate any Law.

5.03 Governmental Authorization. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by any Loan Party of this Agreement or any other Loan Document.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms except to the extent that such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally from time to time in effect and may be subject to the discretion of courts with respect to the granting of equitable remedies.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein. The Audited Financial Statements (i) fairly present the financial condition of the MLP and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance in all material respects with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) show all material indebtedness and other liabilities, direct or contingent, of the MLP and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness in accordance with GAAP consistently applied throughout the period covered thereby.

(b) The unaudited consolidated financial statements of the MLP and its Subsidiaries dated June 30, 2012 (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, (ii) fairly present the financial condition of the MLP and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance in all material respects with GAAP consistently applied throughout the period covered thereby, and (iii) show all material indebtedness and other liabilities, direct or contingent, of the MLP and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness in accordance with GAAP consistently applied throughout the period covered thereby.

(c) Since December 31, 2011, there has been no event or circumstance that has or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. There are no actions, suits, proceedings, investigations, claims or disputes pending or, to the knowledge of any Guarantor or the Borrower threatened or contemplated in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against any Company or against any of their properties or revenues which (a) seek to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) could reasonably be expected to have a Material Adverse Effect.

5.07 Ownership of Property; Liens. Each Company has good title to, or valid leasehold interests in, all its real and personal property necessary or used in the ordinary conduct of its business, except for such defects in title as would not, individually or in the aggregate, have a Material Adverse Effect, and the property of the Borrower and its Subsidiaries is subject to no Liens, other than Permitted Liens.

5.08 Environmental Compliance. Each Guarantor and the Borrower have reasonably concluded that (a) there are no claims alleging potential liability under or responsibility for violation of any Environmental Law except any such claims that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (b) there is no environmental condition or circumstance, such as the presence or Release of any Hazardous Substance, on any property owned, operated or used by any Company that could reasonably be expected to have a Material Adverse Effect, and (c) there is no violation of or by any Company of any Environmental Law, except for such violations as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.09 Insurance. The Companies maintain insurance providing Customary Coverage provided by Independent Insurers, or the Companies and their properties are covered by coverage provided by Independent Insurers to a Specified Affiliate and such Specified Affiliate provides such contractual coverage to the Companies with respect to paying or otherwise satisfying deductible requirements such that the Required Lenders are satisfied that the effect of such arrangement is to provide the Companies with the equivalent of Customary Coverage.

5.10 Taxes. Each Guarantor, the Borrower and their respective Subsidiaries have filed all federal, state and other material tax returns and reports required to be filed, and have paid all federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against any Company that would, if made, have a Material Adverse Effect.

5.11 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state Laws except to the extent that noncompliance could not reasonably be expected to have a Material Adverse Effect. Each Plan that is intended to qualify under *Section 401(a)* of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of each Guarantor and the Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification, except to the extent that nonqualification could not reasonably be expected to have a Material Adverse Effect. SXL Operations and each ERISA Affiliate have made all required contributions to each Plan subject to the Pension Funding Rules, and no application for a funding waiver under the Pension Funding Rules or an extension of any amortization period pursuant to the Pension Funding Rules has been made with respect to any Plan, except to the extent that nonpayment or such application for a funding waiver could not reasonably be expected to have a Material Adverse Effect.

(b) There are no pending or, to the best knowledge of each Guarantor or the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. Neither any Guarantor, the Borrower nor any ERISA Affiliate has engaged in or knowingly permitted to occur and, to the Borrower's and each Guarantor's knowledge, no other party has engaged in or permitted to occur any prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur that could reasonably be expected to have a Material Adverse Effect; (ii) no Pension Plan has any Unfunded Pension Liability that (when aggregated with any other Unfunded Pension Liability) has resulted or could reasonably be expected to result in a Material Adverse Effect; (iii) neither SXL Operations nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with

respect to any Pension Plan (other than premiums due and not delinquent under *Section 4007* of ERISA) that could reasonably be expected to have a Material Adverse Effect; (iv) neither SXL Operations nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under *Section 4219* of ERISA, would result in such liability) under *Sections 4201* or *4243* of ERISA with respect to a Multiemployer Plan ERISA that could reasonably be expected to have a Material Adverse Effect; and (v) neither SXL Operations nor any ERISA Affiliate has engaged in a transaction that could be subject to *Sections 4069* or *4212(c)* of ERISA that could reasonably be expected to have a Material Adverse Effect.

5.12 Subsidiaries and other Investments. As of the Closing Date the Borrower and SXL Operations have no Subsidiaries other than those specifically disclosed in part (a) of *Schedule 5.12*, have no equity investment in any other corporation or other entity other than those specifically disclosed in part (b) of *Schedule 5.12*, and such investments described in part (b) of *Schedule 5.12* are in compliance with *Section 7.02(c)*. From and after the Closing Date the MLP will have no Subsidiaries other than the general partner of SXL Operations, SXL Operations and the Subsidiaries of SXL Operations (including the General Partner and the Marketing Companies).

5.13 Margin Regulations; Investment Company Act; Use of Proceeds.

(a) No Loan Party is engaged and no Loan Party will engage, principally or as one of their important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board), or extending credit for the purpose of purchasing or carrying margin stock. Margin stock constitutes less than 25% of those assets of each Loan Party which are subject to any limitation on a sale, pledge, or other restrictions hereunder.

(b) No Loan Party, no Person controlling any Loan Party, or any Subsidiary of any Loan Party is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

(c) The Borrower will use all proceeds of Credit Extensions in the manner set forth in *Section 6.12*.

5.14 Disclosure. No written statement, information, report, representation, or warranty (other than projections and general economic or specific industry information developed by, and obtained from, third party sources) made by any Loan Party in any Loan Document or furnished to the Administrative Agent or any Lender by or on behalf of any Loan Party in connection with any Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements contained therein, not materially misleading in light of the circumstances under which such statements were made.

5.15 Labor Matters. To the Borrower’s and each Guarantor’s knowledge, there are no actual or threatened strikes, labor disputes, slowdowns, walkouts, or other concerted interruptions of operations by the Servicing Employees that could reasonably be expected to have a Material Adverse Effect. As used in this Section, “*Servicing Employees*” means employees of the general partner of SXL Operations or other Specified Affiliate who perform services in connection with SXL Operations’ and its Subsidiaries’ business.

5.16 Compliance with Laws. No Company in violation of any Laws, *other than* such violations which could not, individually or collectively, reasonably be expected to have a Material Adverse Effect. No Company has received notice alleging any noncompliance with any Laws, *except* for such noncompliance which no longer exists, or which non-compliance could not reasonably be expected to have a Material Adverse Effect.

5.17 Third Party Approvals. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any party that is not a party to this Agreement is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document *except* where obtained or where the failure to receive such approval, consent, exemption, authorization, or the failure to do such other action by, or provide such notice could not reasonably be expected to have a Material Adverse Effect.

5.18 Solvency. Neither the Borrower and its Subsidiaries on a consolidated basis, SXL Operations and its Subsidiaries on a consolidated basis, nor the MLP and its Subsidiaries on a consolidated basis are “*insolvent*” as such term is used and defined in (i) the United States Bankruptcy Code or (ii) the New York Fraudulent Conveyance Act, N.Y. Debt. & Cred. Law §§ 270-281.

5.19 PATRIOT Act, Etc.

(a) To the extent applicable, the Loan Parties and each of their Subsidiaries is in compliance in all material respects with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), and any other enabling legislation or executive order relating thereto, and (ii) the USA Patriot Act (Title III of Pub. L. 107-56, as amended). None of the Loan Parties or any of their Subsidiaries, or to the knowledge of any Loan Party, any director or officer of the Loan Parties or any of their Subsidiaries is subject to any sanctions administered by Office of Foreign Assets Control of the United States Department of the Treasury (“*OFAC*”).

(b) No Loan, nor the proceeds from any Loan, has been used, directly or indirectly, to lend, contribute or provide for, or has otherwise made available to, (a) fund any activity or business in a Designated Jurisdiction or (b) fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction, or (c) in any other manner that will result in a violation by any Person (including any Lender, the Arrangers or the Administrative Agent) of Sanctions. As used in this subsection (b), “*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject of any Sanctions, and “*Sanctions*” means international economic sanction administered or enforced by OFAC, the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

**ARTICLE VI.
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, or any Loan or other Obligation shall remain unpaid or unsatisfied, each of the Borrower, SXL Operations and the MLP shall, and shall (except in the case of the covenants set forth in **Sections 6.01, 6.02, 6.03 and 6.12**) cause each of their Subsidiaries to:

6.01 Financial Statements. Deliver to the Administrative Agent and each Lender, in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the MLP, consolidated balance sheets of the MLP and its Subsidiaries as at the end of such fiscal year, and the related statements of income and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, audited and accompanied by a report and opinion of Ernst & Young LLP or other independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with GAAP and shall not be subject to any qualifications or exceptions as to the scope of the audit nor to any qualifications and exceptions not reasonably acceptable to the Required Lenders; and

(b) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the MLP, a consolidated balance sheet of the MLP and its Subsidiaries as at the end of such fiscal quarter, and the related statements of income and cash flows for such fiscal quarter and for the portion of the MLP's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the MLP as fairly presenting the financial condition, results of operations and cash flows of the MLP and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;

provided that, if any financial statement referred to in **Section 6.01(a)** or **(b)** is readily available on-line through EDGAR, in lieu of furnishing copies of such financial statement, the Borrower may notify the Administrative Agent of the availability of such financial statements on EDGAR, and the Administrative Agent shall make such notice available to the Lenders.

6.02 Certificates; Other Information. Deliver to the Administrative Agent and each Lender, in form and detail satisfactory to the Administrative Agent and the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in **Sections 6.01(a)** and **6.01(b)** (or, if the Borrower's obligation to deliver such financial statements is fulfilled by making them available on-line through EDGAR, then at the time or promptly after the time that such financial statements are made available on-line through EDGAR, but in any event not later than the 90-day and 45-day time periods set forth in **Sections 6.01(a)** and **6.01(b)**), a duly completed Compliance Certificate in form of **Exhibit C** signed by a Responsible Officer of the Borrower, a Responsible Officer of SXL Operations and a Responsible Officer of the MLP;

(b) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or written communication sent to the equity owners of the MLP, and copies of all annual, regular, periodic and special reports and registration statements which the MLP may file or be required to file with the Securities and Exchange Commission under *Section 13* or *15(d)* of the Securities Exchange Act of 1934, and not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) [intentionally blank]

(d) on the third (3rd) Business Day prior to the Crude Settlement Date of each month, and together with each Borrowing Notice, a Summary Hedged Inventory Report (which, if delivered with a Borrowing Notice, shall include the Hedged Eligible Inventory requested to be financed thereby), substantially in the form of **Exhibit H** attached hereto or in such other form as may be agreed by the Administrative Agent;

(e) promptly after consummation of the ETP Acquisition, a certificate signed by a Responsible Officer of the Borrower confirming that the ETP Acquisition has been consummated; and

(f) promptly, such additional information regarding the business, financial or corporate affairs of any Loan Party as the Administrative Agent, at the request of any Lender, may from time to time reasonably request.

6.03 Notices. Promptly notify the Administrative Agent and each Lender:

(a) of the occurrence of any Default or Event of Default, as soon as possible but in any event within five Business Days after a Responsible Officer of a Loan Party obtains actual knowledge of the occurrence thereof;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including any of the following events if such has resulted or could reasonably be expected to result in a Material Adverse Effect: (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party; (ii) any litigation, investigation by or required by a Governmental Authority or proceeding between any Loan Party and any Governmental Authority; or (iii) any litigation, investigation or proceeding involving any Loan Party related to any Environmental Law;

(c) of any announcement by Moody's or S&P of any change or possible change in a Debt Rating of SXL Operations; and

(d) of (i) any modification, sale or exchange of any contract relating to Hedged Eligible Inventory, (ii) any announcement by Moody's or S&P of downgrade in the Debt Rating of any counterparty with respect to any Hedged Eligible Inventory resulting in such counterparty losing its Investment Grade Rating, (iii) any receipt of cash proceeds by the Borrower with respect to Eligible Receivables or Hedged Eligible Inventory, (iv) any disposition by the Borrower of Hedged Eligible Inventory that does not result in the creation of Eligible Receivables, (v) any disposition by the Borrower of Eligible Receivables which does not result in the realization of cash proceeds by the Borrower, or (vi) any other event; if any such event described in the preceding *clauses (i) through (vi)* of this **Section 6.03** results in a decrease in the Loan Value which requires the Borrower to make a mandatory prepayment pursuant to **Section 2.04(b)**.

In addition, the Borrower, SXL Operations and the MLP shall exercise reasonable efforts to promptly notify the Administrative Agent of any material change in accounting policies or financial reporting practices by the Borrower, SXL Operations or the MLP.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to **Section 6.03(a)** shall describe with particularity any and all provisions of this Agreement or other Loan Document that have been breached.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets and (b) all lawful claims which, if unpaid, would by law become a Lien upon its property, except, in the case of *clause (a) or (b)*, where (x) the validity thereof is being contested in good faith by appropriate proceedings, (y) adequate reserves in accordance with GAAP are being maintained by the appropriate Loan Party, and (z) the failure to make such payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except in a transaction permitted by **Section 7.05**, and (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises material to the conduct of its business, except in a transaction permitted by **Section 7.05**.

6.06 Maintenance of Assets and Business. (a) Maintain all material licenses, permits, and franchises necessary for the normal business; (b) keep all of its assets which are useful in and necessary to its business in good working order and condition (ordinary wear and tear excepted) and make all necessary repairs thereto and replacements thereof; and (c) do all things necessary to obtain, renew, extend, and continue in effect all Authorizations which may at any time and from time to time be necessary for SXL Operations and its Subsidiaries to operate their businesses in compliance with applicable Law; except where the failure to so maintain, renew, extend, or continue in effect could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance. Maintain insurance with respect to its properties and business as described in *Section 5.09*.

6.08 Compliance with Laws and Sales Contracts. Comply in all material respects with the requirements of all Laws (including Environmental Laws) applicable to it or to its business or property, except in such instances in which (a) such requirement of Law is being contested in good faith or a bona fide dispute exists with respect thereto; or (b) the failure to comply therewith could not be reasonably expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving its assets and business; and maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over it.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; *provided, however*, that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice.

6.11 Compliance with ERISA. With respect to each Plan maintained by a Company, do each of the following: (a) maintain each Plan in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state Laws, (b) cause each Plan which is qualified under *Section 401(a)* of the Code to maintain such qualification, and (c) make all required contributions to any Plan subject to the Pension Funding Rules, except to the extent that noncompliance, with respect to each event listed above, could not be reasonably expected to have a Material Adverse Effect.

6.12 Use of Proceeds. Use the proceeds of the Credit Extensions only to finance or refinance the purchase by the Borrower of Hedged Eligible Inventory.

6.13 Maintenance of Separateness.

- (a) (i) Maintain books and records separate from those of any other Person, including any Specified Affiliate;
- (ii) maintain its assets in such a manner that it is not more costly or difficult to segregate, identify or ascertain such assets;

(iii) observe all organizational formalities;

(b) (i) hold itself out to creditors and the public as separate and distinct from any other Person, including Specified Affiliates;

(ii) conduct its business in its name or in business names or trade names of the Companies, and use stationary, invoices and checks separate from those of Specified Affiliates;

(iii) not hold itself out as being available to satisfy the obligations of any other Person, including any Specified Affiliate;

(c) To the extent that any Company shares the same officers or other employees as any of its Affiliates (other than another Company), the salaries of and expenses relating to providing benefits to such officers and employees shall be fairly allocated among such entities, and each such entity shall bear its fair share of the salary and benefit costs associated with all such common officers and employees;

(d) To the extent that any Company jointly contracts with any of its Affiliates (other than another Company) to do business with vendors or service providers or to share overhead expenses, the costs incurred in doing so shall be allocated fairly among such entities and each such entity shall bear its fair share of such costs. To the extent that any Company contracts or does business with vendors or service providers where the goods and services are partially for the benefit of an Affiliate (other than another Company), the costs incurred in doing so shall be fairly allocated to or among such entities for whose benefit the goods and services are provided, and each such entity shall bear its fair share of such costs; and

(e) To the extent that any Company has officers in the same location as any of its Affiliates (other than another Company), there shall be a fair and appropriate allocation of overhead costs among them, and each such entity shall bear its fair share of such expenses.

ARTICLE VII. NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, or any Loan or other Obligations shall remain unpaid or unsatisfied, each of the MLP, SXL Operations and the Borrower agree that they shall not, nor shall they permit any of their respective Subsidiaries to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist, any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the Closing Date and listed on **Schedule 7.01** and any renewals or extensions thereof, *provided that* the property covered thereby is not increased, the amount of the Indebtedness secured thereby is not increased, and any renewal or extension of the obligations secured or benefited thereby is permitted under this Agreement;

(c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(f) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) judgment Liens not giving rise to an Event of Default, *provided that* judgment Liens that encumber assets of any one or more Marketing Company shall not secure judgments in an aggregate amount exceeding (individually or collectively) \$25,000,000;

(i) statutory Liens in respect of First Purchase Crude Payables;

(j) Liens on cash and cash equivalents in favor of brokers or other counterparties securing only obligations owed by SXL Operations, the Borrower or their respective Subsidiaries to such brokers or other counterparties pursuant to Hedge Contracts and other Swap Contracts, *provided that* the aggregate amount of cash and cash equivalents encumbered by Liens permitted pursuant to this **clause (j)** does not exceed \$200,000,000;

(k) any Lien existing on any property or asset of any Person that becomes a Subsidiary of SXL Operations after the Closing Date prior to the time such Person becomes a Subsidiary; *provided that* (i) such Lien is not created in contemplation of or in connection with such Person becoming a Subsidiary, (ii) such Lien shall not apply to any other property or assets of SXL Operations or any other Subsidiary, and (iii) such Lien shall secure only those obligations which it secures on the date such Person becomes a Subsidiary and any renewals, extensions and modifications (but not increases) thereof (which, for the avoidance of doubt, shall include any renewal, extension or modification which occurs substantially concurrently with such Person becoming a Subsidiary of the SXL Operations); and

(l) other Liens on assets of SXL Operations or its Subsidiaries (other than the Borrower) securing Indebtedness of SXL Operations or its Subsidiaries, *provided that* the aggregate outstanding principal amount of such Indebtedness shall not exceed at any time \$30,000,000.

7.02 Investments. Make or own any Investments, except:

(a) Permitted Investments;

(b) Investments by SXL Operations and any Subsidiary of SXL Operations in any Wholly-Owned Subsidiary and in any entity which becomes a Wholly-Owned Subsidiary as a result of such Investment;

(c) Investments in the dollar amount outstanding on August 22, 2011 in the entities listed in Sections (b) and (c) of **Schedule 5.12** *provided that* such entities satisfy the requirements set forth in the definition of Permitted Joint Ventures;

(d)

(i) Investments in Permitted Joint Ventures by SXL Operations or a Subsidiary of SXL Operations made during the 90-day period prior the issuance of equity by the MLP, in an amount equal to the net proceeds of such equity issuance, to the extent that the stated purpose of such equity issuance in the relevant prospectus is the making of such specifically identified Investments in such amounts, *provided that* until such equity is issued and such net proceeds are received, such Investments shall not be permitted Investments under this **clause (d)(i)** (but may be permitted under **clause (e)** below), and

(ii) Investments in Permitted Joint Ventures by SXL Operations or a Subsidiary of SXL Operations made during the 120-day period after the issuance of equity by the MLP, in an amount equal to the net proceeds of such equity issuance, to the extent that the stated purpose of such equity issuance in the relevant prospectus is the making of such specifically identified Investments in such amounts,

provided that in the case of **clauses (d)(i)** and **(ii)**, such issuance of equity is done after the Closing Date;

(e) Investments made by SXL Operations or a Subsidiary of SXL Operations not permitted by any other clause of this **Section 7.02**, *provided that* the aggregate amount of such Investments made after August 22, 2011 shall not exceed \$250,000,000;

(f) Investments by the MLP in SXL Operations and the general partner of SXL Operations;

(g) Trade accounts receivable which are for goods furnished or services rendered in the ordinary course of business;

(h) Deposits of net cash receipts and cash disbursements pursuant to the Treasury Services Agreement or any similar agreement entered into with a Specified Affiliate in replacement thereof; and

(i) Asset acquisitions by SXL Operations or a Subsidiary of SXL Operations;

provided that at the time of any Investment permitted by **clauses (d)** or **(e)** of this **Section 7.02**, prior to and after giving effect to the making of such Investment (A) no Default or Event of Default shall have occurred and be continuing, (B) all representations and warranties set forth in **Article V** of this Agreement (excluding **Section 5.05(c)**) shall be true and correct, and (C) SXL Operations shall be in pro forma compliance with this **Section 7.02** and **Sections 7.01, 7.04** and **7.14**.

7.03 Hedging Agreements. Enter into any Swap Contracts other than in the ordinary course of business for the purpose of directly mitigating risks to which SXL Operations or its Subsidiaries are exposed in the conduct of their business.

7.04 Indebtedness of Subsidiaries. Permit any Subsidiary of SXL Operations to create, incur or assume any Indebtedness except:

(a) (i) Indebtedness of Subsidiaries (other than the Borrower) owed to SXL Operations, the MLP or a Subsidiary of SXL Operations; and (ii) Indebtedness of the Borrower owed to SXL Operations provided that such Indebtedness is subordinated to the full payment of the Obligations pursuant to an agreement in form and substance satisfactory to the Administrative Agent;

(b) Indebtedness of the Borrower owed under this Agreement;

(c) Indebtedness of Subsidiaries (other than the Borrower) existing at the time of acquisition of any new Subsidiary by SXL Operations or by a then-existing Subsidiary of SXL Operations (other than the Borrower) and any renewals, extension and modifications (but not increases) thereof (which, for the avoidance of doubt, shall include and renewal, extension or modification which occurs substantially concurrently with such acquisition); *provided* that such Indebtedness was not incurred in contemplation of, and was in existence prior to, such acquisition and that neither SXL Operations nor any other Subsidiary of SXL Operations has any liability under such Indebtedness; and

(d) additional Indebtedness of Subsidiaries (other than the Borrower), *provided that*, (i) both before and after such Indebtedness is created, incurred or assumed, no Default or Event of Default shall exist, and (ii) the aggregate outstanding principal amount of such Indebtedness shall not exceed at any time an amount equal to 0.75 times Consolidated EBITDA for the most recent four fiscal quarters.

7.05 Fundamental Changes. Merge, consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of the assets of (i) SXL Operations or any Subsidiary (other than the Borrower and its Subsidiaries) determined based upon the assets of SXL Operations and its Subsidiaries on a consolidated basis, or (ii) the Borrower or any Subsidiary of the Borrower determined based upon the assets of the Borrower and its Subsidiaries on a consolidated basis, whether now owned or hereafter acquired, to or in favor of any Person, except that, so long as no Default or Event of Default exists or would result therefrom:

(a) mergers and consolidations among SXL Operations and its Subsidiaries are permitted, *provided that* in any merger or consolidation involving (i) the Borrower, the Borrower is the surviving entity, or (ii) SXL Operations, SXL Operations is the surviving entity;

(b) mergers and consolidations with another Person, *provided that* in any merger or consolidation involving (i) the Borrower, the Borrower is the surviving entity, (ii) SXL Operations, SXL Operations is the surviving entity, or (iii) any Subsidiary, (A) such Subsidiary is the surviving entity, or (B) such Person, upon completion of the merger or consolidation, will be a Subsidiary; and

(c) any Subsidiary (other than the Borrower) may sell or otherwise transfer all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise), to the Borrower, SXL Operations or to another Subsidiary; *provided that* if the transferor in such a transaction is a Wholly-Owned Subsidiary, then the transferee must also be a Wholly-Owned Subsidiary.

7.06 Sale-Leaseback. Make, or enter into an agreement to make, any Disposition pursuant to a sale-leaseback transaction, except for Dispositions by the MLP, SXL Operations or any Subsidiary of SXL Operations (other than the Borrower) pursuant to sale-leaseback transactions if at the time of and after giving effect to such Disposition, the aggregate fair market value of all assets Disposed of by such Persons pursuant to sale-leaseback transactions after August 22, 2011 does not exceed \$25,000,000.

7.07 Restricted Payments; Distributions and Redemptions; Payments on Excluded Affiliate Debt.

(a) Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(i) each Subsidiary of SXL Operations (other than the Borrower) may make Restricted Payments to SXL Operations, the Borrower or to another Subsidiary, on at least a pro rata basis with any other holders of its capital stock or other equity interests if such Subsidiary is not wholly-owned by SXL Operations and other wholly-owned Subsidiaries;

(ii) the Borrower may declare and make Restricted Payments to SXL Operations, and may redeem or repurchase its partner interests, in each case, in compliance with the Partnership Agreement (SXL Marketing); *provided, that* no Default or Event of Default exists at the time of, or would result from the making of, such Restricted Payment or such redemption or repurchase;

(iii) SXL Operations may declare and make Quarterly Distributions of Available Cash as defined in the Partnership Agreement (SXL Operations) and SXL Operations may redeem or repurchase its partner interests to the extent such Quarterly Distributions, redemptions and repurchases in any fiscal quarter do not exceed in the aggregate Available Cash as defined in the Partnership Agreement (SXL Operations) and are made in accordance with the Partnership Agreement (SXL Operations); *provided, that* (A) at the time each such Quarterly Distribution is made, no Default that could become an Event of Default pursuant to **Section 8.01(f)** exists and no Event of Default exists or would result therefrom, and (B) at the time each such redemption or repurchase is made, no Default or Event of Default exists or would result therefrom; and

(iv) the MLP may (A) declare and make Quarterly Distributions of Available Cash as defined in the Partnership Agreement (MLP) and the MLP may redeem or repurchase its limited partnership units to the extent such Quarterly Distributions, redemptions and repurchases in any fiscal quarter do not exceed, in the aggregate Available Cash as defined in the Partnership Agreement (MLP) and are made in accordance with the Partnership Agreement (MLP), *provided, that* (1) at the time each such Quarterly Distribution is made, no Default that could become an Event of Default pursuant to **Section 8.01(f)** exists and no Event of Default exists or would result therefrom, and (2) at the time each such redemption or repurchase is made, no Default or Event of Default exists or would result therefrom; and (B) redeem Common Units with the proceeds received from a substantially concurrent issuance of new Common Units or other Parity Units; *provided that* (1) each such redemption complies with the terms of the Partnership Agreement (MLP), and (2) at the time each such redemption is made, no Default or Event of Default exists or would result therefrom. As used in this paragraph, “*Common Units*” and “*Parity Units*” have the meaning given to them in the Partnership Agreement (MLP).

(b) Make or permit to be made by SXL Operations or any Subsidiary of SXL Operations any payments of principal or interest in respect of Excluded Affiliate Debt (i) if a Default or Event of Default exists at the time of such payment or would occur as a result of such payment, or (ii) if such payment would otherwise be prohibited by the terms of the subordination agreement applicable to such Excluded Affiliate Debt.

7.08 ERISA. At any time engage in a transaction which could be subject to *Section 4069* or *4212(c)* of ERISA, or permit any Plan maintained by a Company to (a) engage in any non-exempt “*prohibited transaction*” (as defined in *Section 4975* of the Code); or (b) fail to comply with ERISA or any other applicable Laws, which, with respect to each event listed above, could be reasonably expected to have a Material Adverse Effect.

7.09 Nature of Business. Engage in any line of business other than (a) Present and Related Businesses, and (b) any other business (other than exploration and production) complementary, synergistic or ancillary thereto (including, complementary, synergistic or ancillary technologies) or reasonable extensions thereof.

7.10 Transactions with Affiliates. Sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) at prices and on terms and conditions not less favorable to the MLP, SXL Operations, the Borrower or such Subsidiary, as applicable, than could be obtained on an arm’s length basis from unrelated third parties, (b) transactions between or among SXL Operations and

its Wholly-Owned Subsidiaries (other than the Borrower), not involving any other Affiliate, (c) transactions between or among the Borrower and its Wholly-Owned Subsidiaries, not involving any other Affiliate, (d) any transaction between or among SXL Operations or any Subsidiary on one hand and any non-Wholly-Owned Subsidiary of SXL Operations on the other hand, which transaction does not involve any other Affiliate of SXL Operations (other than the Companies), provided that such transactions in the aggregate could not reasonably be expected to have a Material Adverse Effect, and (e) any Restricted Payment permitted by **Section 7.07**.

7.11 Burdensome Agreements. Enter into any Contractual Obligation that limits the ability of any Subsidiary of the Borrower to make Restricted Payments to the Borrower or to any Subsidiary of the Borrower or to otherwise transfer property to the Borrower or to any Subsidiary of the Borrower, or limits the ability of any Subsidiary of SXL Operations (other than the Marketing Companies) to make Restricted Payments to SXL Operations or any Subsidiary of SXL Operations or to otherwise transfer property to SXL Operations or any Subsidiary of SXL Operations, except for: (i) this Agreement and the other Loan Documents and (ii) the Multi-Year Credit Agreement and the Loan Documents (as defined in the Multi-Year Credit Agreement); (iii) customary provisions restricting subletting or assignment of any lease governing any leasehold interest of any Subsidiary; (iv) customary provisions restricting assignment of any agreement entered into by any Subsidiary; (v) customary provisions restricting the transfer of an asset or assets subject to a Permitted Lien; (vi) Contractual Obligations governing Indebtedness permitted under **Section 7.04(c)**; (vii) customary restrictions and conditions contained in agreements relating to the sale of the equity interests or assets of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder; (viii) restrictions contained in, or existing by reason of, any agreement or instrument relating to any Subsidiary at the time such Subsidiary was merged or consolidated with or into, or acquired by, SXL Operations or a Subsidiary or became a Subsidiary and not created in contemplation thereof; (ix) restrictions contained in the Organization Documents of Subsidiaries that are not Wholly-Owned; and (x) customary restrictions and conditions contained in Contractual Obligations governing Indebtedness, provided that such limitations, taken together with all other restrictions of any kind on the ability of a Subsidiary to make Restricted Payments or otherwise transfer property to SXL Operations or to a Subsidiary could not reasonably be expected to (a) result in a breach of **Section 7.14** or (b) impair the ability of the Borrower to perform its monetary obligations under this Agreement or the ability of SXL Operations to perform its monetary obligations under the Guaranty.

7.12 Use of Proceeds. Use the proceeds of any Loan for purposes other than those permitted by **Section 6.12**, or use the proceeds of any Loan, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.13 Organization Documents. Permit any amendment to any Organization Document of the Borrower, SXL Operations or the MLP if such amendment could reasonably be expected to materially adversely affect the rights and the remedies of the Lenders under the Loan Documents or have a Material Adverse Effect.

7.14 Leverage Ratio. Permit the Leverage Ratio, determined as of the last day of each fiscal quarter, to be greater than the ratio set forth below:

- (a) During an Acquisition Period: 5.50 to 1.0
- (b) Other than during an Acquisition Period: 5.00 to 1.0

**ARTICLE VIII.
EVENTS OF DEFAULT AND REMEDIES**

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or (ii) within three Business Days after the same becomes due, any interest on any Loan, any commitment or other fee due hereunder, or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of **Section 6.03(a)**, **6.05** (with respect to any Loan Party's existence), **6.12** or **Article VII**;

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in **subsection (a)** or **(b)** above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 calendar days after the earlier of the date notice thereof shall have been given to the Borrower by the Administrative Agent or any Lender or the date the Borrower has knowledge of such failure; or

(d) Representations and Warranties. Any representation or warranty made or deemed made by the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith proves to have been incorrect in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) when made or deemed made; or

(e) Cross-Default. (i) The Borrower or any Borrower Affiliate (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness, Guaranty Obligation or Synthetic Lease Obligation having an aggregate principal amount (or, in the case of a Synthetic Lease Obligation, Attributable Principal) (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than (individually or collectively) \$50,000,000, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, Guaranty Obligation or Synthetic Lease Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to (1) cause, with the giving of notice if required, such Indebtedness or Synthetic Lease Obligation to be demanded or to become due or to be repurchased or redeemed (automatically or otherwise) prior to its stated maturity, or such Guaranty Obligation to become payable or cash collateral in respect thereof to be demanded; or (2) in the case of all such Indebtedness and Guaranty Obligations (other than Off-Balance Sheet Liabilities and Guaranty Obligations with respect to Off-Balance Sheet Liabilities), permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guaranty Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased or redeemed (automatically or otherwise) prior to its stated maturity, or such Guaranty Obligation to become payable or cash collateral in respect thereof to be demanded; (ii) (A) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from any event of default under such Swap Contract as to which the Borrower or any Borrower Affiliate is the Defaulting Party (as defined in such Swap Contract) and the Termination Value owed by the Borrower or any Borrower Affiliate as a result thereof is greater than (individually or collectively) \$50,000,000, or (B) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from any Termination Event (as so defined) under such Swap Contract as to which the Borrower or any Borrower Affiliate is an Affected Party (as so defined) and the Swap Termination Value owed by the Borrower and Borrower Affiliate as a result thereof is greater than (individually or collectively) \$50,000,000 and such amount is not paid when due under such Swap Contract; or (iii) any "Event of Default" shall occur, as such term is used in the Multi-Year Credit Agreement; or

(f) Insolvency Proceedings, Etc. (i) The Borrower or any Borrower Affiliate institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property or takes any action to effect any of the foregoing; or (ii) any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or (iii) any proceeding under any Debtor Relief Law relating to any such Person or to all or any part of its property is instituted without the consent of such Person and continues undismitted or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) The Borrower or any Borrower Affiliate becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against property which is a material part of the property of the Borrower and its Subsidiaries taken as a whole, and is not released, vacated or fully bonded within 45 days after its issue or levy; or

(h) Judgments. There is entered against the Borrower or any Borrower Affiliate a final judgment or order for the payment of money in an aggregate amount exceeding (individually or collectively) \$25,000,000 (to the extent not covered by third-party insurance as to which the insurer does not dispute coverage), and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of SXL Operations or any ERISA Affiliate (other than a Specified Affiliate) under *Title IV* of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of \$25,000,000, or (ii) SXL Operations or any ERISA Affiliate (other than a Specified Affiliate) fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under *Section 4201* of ERISA under a Multiemployer Plan in an aggregate amount in excess of \$25,000,000; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than the agreement of all the Lenders or termination of all Commitments and satisfaction in full of all the Obligations, ceases to be in full force and effect, or is declared by a court of competent jurisdiction to be null and void, invalid or unenforceable in any material respect; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Dissolution. Any Loan Party shall dissolve, liquidate, or otherwise terminate its existence.

8.02 Remedies Upon Event of Default. If any Event of Default occurs, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligations shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law;

provided, however, that upon the occurrence of any event specified in **subsection (f)** of **Section 8.01**, the obligation of each Lender to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in **Section 8.02** (or after the Loans have automatically become immediately due and payable), any amounts received on account of the Obligations shall, subject to the provisions of **Section 2.16**, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and other Obligations, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth held by them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX. ADMINISTRATIVE AGENT

9.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints Citibank, N.A. to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed

that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in **Sections 10.01** and **8.02**) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower and a Lender.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the

covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in **Article IV** or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub agents except to the extent that a court of competent jurisdiction determines in a final and non appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

9.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "**Resignation Effective Date**"), then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above *provided* that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective on the Resignation Effective Date in accordance with such notice.

(b) Anything herein to the contrary notwithstanding, if at any time the Required Lenders determine that the Person serving as Administrative Agent is (without taking into account any provision in the definition of "Defaulting Lender" requiring notice from the Administrative Agent or any other party) a Defaulting Lender, the Required Lenders (determined after giving effect to **Section 10.01**) may by notice to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a replacement Administrative Agent hereunder. Such removal will, to the fullest extent permitted by applicable law, be effective on the earlier of (the "**Removal Effective Date**") (i) the date a replacement Administrative Agent is appointed and (ii) the date 30 days after the giving of such notice by the Required Lenders (regardless of whether a replacement Administrative Agent has been appointed).

(c) With effect from the Resignation Effective Date or the Removal Effective Date, as applicable, (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and **Sections 10.04** and **10.05** shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

9.08 Indemnification of Administrative Agent. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under **Section 10.04** or **Section 10.05** to be paid by it to the Administrative Agent (or any sub-agent thereof), or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this **Section 9.08** are subject to the provisions of **Section 2.11(g)**. The agreements of this Section shall survive the termination of the Commitments and the repayment of all other Obligations.

9.09 Other Agents; Lead Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," as a "co-documentation agent," any other type of agent (other than the Administrative Agent), "lead arranger," or "bookrunner" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower or any other Loan Party) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under **Sections 2.08, 10.04 and 10.05**) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under **Sections 2.08, 10.04 and 10.05**.

ARTICLE X. MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however*, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to **Section 8.02**) without the consent of such Lender;

(b) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the consent of each Lender directly affected thereby;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or (subject to **clause (iv)** of the proviso below) any fees or other amounts payable hereunder or under any other Loan Document without the consent of each Lender directly affected thereby, *provided, however*, that only the consent of the Required Lenders shall be necessary to amend the definition of “**Default Rate**” or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) change the definition of "Required Lenders" or the percentage of the Aggregate Commitments or of the aggregate unpaid principal amount of the Loans which is required for the Lenders or any of them to take any action hereunder, without the written consent of each Lender;

(e) release any Guarantor from the Guaranty, or agree to limit any Guarantor's liability thereunder, without the written consent of each Lender directly affected thereby;

(f) change **Section 2.12** or **Section 8.03** in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly affected thereby; or

(g) amend this Section or any provision herein providing for unanimous consent or other action by all the Lenders, without the written consent of each Lender;

and, *provided further*, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Required Lenders or all the Lenders, as the case may be, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (ii) **Section 10.07(g)** may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; and (iii) each Fee Letter may only be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, any Lender that has failed to fund any portion of the Loans, required to be funded by it hereunder shall not have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitments of such Lender may not be increased or extended without the consent of such Lender.

If a Lender does not consent to a proposed amendment or waiver with respect to a Loan Document that requires the consent of each Lender, if such amendment or consent has been approved by the Required Lenders the Borrower may replace such non-consenting Lender; provided that: (i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in **Section 10.07(b)**; (ii) such non-consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under **Section 3.05**) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts); (iii) such assignment does not conflict with applicable Laws; (iv) such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph); and (v) a Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment or waiver (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); provided, (i) that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender, (ii) any waiver, amendment or modification

requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender, and (iii) any waiver, amendment or modification changing the voting rights of a Defaulting Lender shall require the consent of each Lender that is a Defaulting Lender at the time that such waiver, amendment or modification becomes effective.

10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in **subsections (b) and (e)** below), all notices and other communications provided for hereunder and under the other Loan Documents shall be in writing (including by facsimile transmission) and mailed, faxed or delivered by hand or overnight courier service, to the address or facsimile number, or delivered by electronic mail to the electronic mail address, specified for notices on **Schedule 10.02** (for the Borrower, each Guarantor, and the Administrative Agent) or on the Administrative Details Form (for the Lenders); or, in the case of the Borrower, each Guarantor or the Administrative Agent, to such other address as shall be designated by such party in a notice to the other parties, and in the case of any other party, to such other address as shall be designated by such party in a notice to the Borrower and the Administrative Agent. All such notices and other communications shall be deemed to be given or made upon actual receipt by the intended recipient if delivered by hand or by courier or by mail. If delivered by facsimile, such notices and other communications shall be deemed to be given or made when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in **subsections (b) and (e)** below, shall be effective as provided in said **subsections (b) and (e)**.

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to **subsection (e)** below and pursuant to any other procedures approved by the Administrative Agent, *provided that* the foregoing shall not apply to notices to any Lender pursuant to **Article II** if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, *provided that* approval of such procedures may be limited to particular notices or communications.

Except as otherwise provided in **subsection (e)** below, unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "*return receipt requested*" function, as available, return e-mail or other written acknowledgement), *provided that* if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing **clause (i)** of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

(d) Effectiveness of Facsimile Documents and Signatures. Loan Documents may be transmitted and/or signed by facsimile. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually-signed originals and shall be binding on all Loan Parties, the Administrative Agent and the Lenders. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; *provided, however*, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

(e) Electronic Platform. So long as Citibank is the Administrative Agent, all information, documents and other materials that the Borrower is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, Borrowing (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under the Credit Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under the Credit Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of the Credit Agreement and/or any Borrowing thereunder (all such non-excluded communications being referred to herein collectively as “**Communications**”), may be (or upon the request of the Administrative Agent shall be) delivered to the Administrative Agent in an electronic medium in a format acceptable to the Administrative Agent and the Lenders by e-mail at oploanswebadmin@citigroup.com. The Borrower agrees that the Administrative Agent may make the Communications, as well as any other written information, documents, instruments and other material relating to the Borrower, any of its Subsidiaries or any other materials or matters relating to the Loan Documents or any transactions contemplated thereby available to the Lenders by posting such notices on Debt Domain, Intralinks or a substantially similar electronic transmission system (the “**Platform**”). The Borrower acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Platform is provided “as is” and “as available” and (iii) neither the Administrative Agent nor any of its Affiliates warrants the accuracy, adequacy or completeness of the Communications or the Platform and each expressly disclaims liability for errors or omissions in the Communications or the Platform. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Administrative Agent or any of its Affiliates in connection with the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Borrower, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of communications through the Platform (except to the extent such damages, losses or expenses are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from the Administrative Agent’s or its Related Parties’ gross negligence or willful misconduct; *provided, however*, that in no event shall the Administrative Agent or any Related Party have any liability to the Borrower, any Lender or any other Person for special, exemplary, punitive or consequential damages, or damages other than, or in addition to, actual damages).

Each Lender agrees that notice to it (as provided in the next sentence) under any of the Loan Documents (a “**Notice**”) specifying that any Communications hereunder and thereunder have been posted to the Platform shall constitute effective delivery of such information, documents or other materials to such Lender for the purposes of this Agreement and the other Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing of such Lender’s e-mail address to which a Notice may be sent by electronic transmission (including by electronic communication) on or before the date such Lender becomes a party to this Agreement (and from time to time thereafter to ensure that the Administrative Agent has on record an effective e-mail address for such Lender) and (ii) that any Notice may be sent to such e-mail address.

(f) **Reliance by Administrative Agent and Lenders.** The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Borrowing Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein or therein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.04 Attorney Costs; Expenses. The Borrower agrees (a) to pay or reimburse the Administrative Agent for all reasonable out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, syndication, administration and execution of this Agreement and the other Loan Documents and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated hereby or thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all Attorney Costs, and (b) to pay or reimburse the Administrative Agent and each Lender for all costs and expenses incurred in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any workout or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law), including all Attorney Costs. The foregoing costs and expenses shall include all other out-of-pocket expenses incurred by the Administrative Agent and the cost of independent public accountants and other outside experts retained by the Administrative Agent or any Lender. The agreements in this Section shall survive the termination of the Commitments and repayment of all the other Obligations.

10.05 Indemnification. Whether or not the transactions contemplated hereby are consummated, each of the Borrower, SXL Operations and the MLP, jointly and severally, agrees to indemnify, save and hold harmless the Administrative Agent (and any sub-agent thereof), each Lender, and each Related Party of any of the foregoing Persons (collectively the "**Indemnitees**") from and against: (a) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee by any Person (other than the Administrative Agent or any Lender) relating directly or indirectly to a claim, demand, action or cause of action that such Person asserts or may assert against any Loan Party, any Affiliate of any Loan Party or any of their respective officers or directors, arising out of or relating to, the Loan Documents, the Commitments, the use or contemplated use of the proceeds of any Loans, or the relationship of any Loan Party, the Administrative Agent, and the Lenders under this Agreement or any other Loan Document; (b) any and all claims, demands, actions or causes of action that may at any time (including at any time following repayment of the Obligations and the resignation of the Administrative Agent or the replacement of any Lender) be asserted or imposed against any Indemnitee, arising out of or relating to, the Loan Documents, the Commitments, the use or contemplated use of the proceeds of any Loans, or the relationship of any Loan Party, the Administrative Agent, and the Lenders under this Agreement or any other Loan Document; (c) without limiting the foregoing, any and all claims, demands, actions or causes of action that are asserted or imposed against any Indemnitee, (i) under the application of any Environmental Law applicable to the Borrower or any of its Subsidiaries or any of their properties

or assets, including the treatment or disposal of Hazardous Substances on any of their properties or assets, (ii) as a result of the breach or non-compliance by the Borrower or any Subsidiary with any Environmental Law applicable to the Borrower or any Subsidiary, (iii) due to past ownership by the Borrower or any Subsidiary of any of their properties or assets or past activity on any of their properties or assets which, though lawful and fully permissible at the time, could result in present liability, (iv) due to the presence, use, storage, treatment or disposal of Hazardous Substances on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, any of the properties owned or operated by the Borrower or any Subsidiary (including any liability asserted or arising under any Environmental Law), regardless of whether caused by, or within the control of, the Borrower or such Subsidiary, or (v) due to any other environmental, health or safety condition in connection with the Loan Documents; (d) any administrative or investigative proceeding by any Governmental Authority arising out of or related to a claim, demand, action or cause of action described in **subsection (a), (b) or (c)** above; and (e) any and all liabilities (including liabilities under indemnities), losses, costs or expenses (including Attorney Costs and the allocated cost of internal counsel) that any Indemnitee suffers or incurs as a result of the assertion of any foregoing claim, demand, action, cause of action or proceeding, or as a result of the preparation of any defense in connection with any foregoing claim, demand, action, cause of action or proceeding, in all cases, **WHETHER OR NOT ARISING OUT OF THE STRICT LIABILITY OR NEGLIGENCE OF AN INDEMNITEE**, and whether or not an Indemnitee is a party to such claim, demand, action, cause of action or proceeding (all the foregoing, collectively, the "**Indemnified Liabilities**"); *provided that* no Indemnitee shall be entitled to indemnification for any claim to the extent caused by its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment. The agreements in this Section shall survive the termination of the Commitments and repayment of all the other Obligations.

10.06 Payments Set Aside. To the extent that the Borrower makes a payment to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect.

10.07 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void). No Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in **paragraph (b)(i)(B)** of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in **paragraph (b)(i)(A)** of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$1,000,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by **paragraph (b)(i)(B)** of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500.00; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Details Form.

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

(vii) No Assignment to a Defaulting Lender. No such assignment shall be made to a Defaulting Lender or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender.

(viii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent and each other Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to **subsection (c)** of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of **Sections 3.08, 10.04, and 10.05** with respect to facts and circumstances occurring prior to the date of such assignment provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver new or replacement Notes to the assigning Lender and the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with **subsection (d)** of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be

conclusive, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) **Participations.** Any Lender may, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided that* (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For avoidance of doubt, each Lender shall be responsible for the indemnity under **Section 9.08** with respect to any payments made by such Lender to its Participant(s). Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided that* such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso of **Section 10.01** that affects such Participant. Subject to **subsection (e)** of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of **Sections 3.01, 3.04 and 3.05** to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to **subsection (b)** of this Section; *provided* that such Participant agrees to be subject to the provisions of **Section 3.07** as if it were an assignee under **subsection (b)** of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of **Section 10.09** as though it were a Lender, *provided* such Participant agrees to be subject to **Section 2.12** as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); *provided that* no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) **Limitations Upon Participant Rights.** A Participant shall not be entitled to receive any greater payment under **Section 3.01** or **3.04** than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of **Section 3.01** unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with **Section 3.01(e)** as though it were a Lender.

(f) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Notes if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided that* no such pledge or assignment shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) **Special Purpose Funding Vehicles.** Notwithstanding anything to the contrary contained herein, any Lender (a “**Granting Lender**”) may grant to a special purpose funding vehicle (an “**SPC**”), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; *provided that* (i) nothing herein shall constitute a commitment by any SPC to make any Loan, (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan in accordance with and at the times required by this Agreement, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof, and (iii) each SPC that is a “*foreign corporation, partnership or trust*” within the meaning of the Code must comply with the provisions of **Section 3.01(e)**. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. An SPC shall not be entitled to receive any greater payment under **Article III** than its Granting Lender would have been entitled to receive with respect to any Loan made by such SPC. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). All voting rights under this Agreement shall be exercised solely by the Granting Lender and each Granting Lender shall remain solely responsible to the other parties hereto for its obligations under this Agreement, including all obligations of a Lender in respect of Loans made by its SPC. Each Granting Lender shall act as administrative agent for its SPC and give and receive notices and other communications hereunder. Any payments for the account of any SPC shall be paid to its Granting Lender as administrative agent for such SPC and neither the Borrower nor the Administrative Agent shall be responsible for any Granting Lender’s application of any such payments. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any state thereof. In addition, notwithstanding anything to the contrary contained in this Section, any SPC may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent, assign all or a portion of its interests in any Loan to the Granting Lender or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC. This section may not be amended without the written consent of each SPC.

10.08 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates’ respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject

to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference relating to the Borrower or any Guarantor and their respective obligations, this Agreement or payments hereunder, (iii) any rating agency, or (iv) the CUSIP Service Bureau or any similar organization, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower.

For purposes of this Section, "Information" means all information received from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent and any Lender on a nonconfidential basis prior to disclosure by the Borrower or any of its Subsidiaries, provided that, in the case of information received from the Borrower or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

10.09 Set-off. In addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuance of any Event of Default, each Lender and each of its respective Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower (on its own behalf and on behalf of each other Loan Party) to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, such Lender or Affiliate to or for the credit or the account of the Borrower or any other respective Loan Party against any and all Obligations owing to the Administrative Agent and the Lenders, now or hereafter existing, irrespective of whether or not the Administrative Agent or such Lender shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured, *provided, that* in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of **Section 2.16** and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and its respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its respective Affiliates may have. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender; *provided, however*, that the failure to give such notice shall not affect the validity of such set-off and application.

10.10 Interest Rate Limitation. Regardless of any provision contained in any Loan Document, neither the Administrative Agent nor the other Lenders shall ever be entitled to contract for, charge, take, reserve, receive, or apply, as interest on all or any part of the Obligations, any amount in excess of the Maximum Rate, and, if any Lender ever does so, then such excess shall be deemed a partial prepayment of principal and treated hereunder as such and any remaining excess shall be refunded to the Borrower. In determining if the interest paid or payable exceeds the Maximum Rate, the Borrower and the Lenders shall, to the maximum extent permitted under applicable Law, (a) treat all Borrowings as but

a single extension of credit (and the Lenders and the Borrower agree that such is the case and that provision herein for multiple Borrowings is for convenience only), (b) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest, (c) exclude voluntary prepayments and the effects thereof, and (d) amortize, prorate, allocate, and spread the total amount of interest throughout the entire contemplated term of the Obligations. However, if the Obligations are paid and performed in full prior to the end of the full contemplated term thereof, and if the interest received for the actual period of existence thereof exceeds the Maximum Amount, the Lenders shall refund such excess, and, in such event, the Lenders shall not, to the extent permitted by Law, be subject to any penalties provided by any Laws for contracting for, charging, taking, reserving, or receiving interest in excess of the Maximum Amount. If, contrary to the parties' intent expressed in **Section 10.15(a)**, the Laws of the State of Texas are applicable for purposes of determining the "**Maximum Rate**" or the "**Maximum Amount**," then those terms mean the "*weekly ceiling*" from time to time in effect under Texas Finance Code § 303.305, as amended. The Borrower agrees that Chapter 346 of the Texas Finance Code, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts), does not apply to the Obligations.

10.11 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as provided in **Section 4.01**, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

10.12 Integration; Electronic Execution of Assignments and Certain Other Documents.

(a) **Integration.** This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; *provided that* the inclusion of supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

(b) **Electronic Execution of Assignments and Certain Other Documents.** The words "*execution*," "*signed*," "*signature*," and words of like import in any Assignment and Assumption or in any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10.13 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or Event of Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation shall remain unpaid or unsatisfied.

10.14 Severability. Any provision of this Agreement and the other Loan Documents to which the Borrower is a party that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this **Section 10.14**, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.15 Governing Law.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OTHER PARTY HERETO, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. THE BORROWER, EACH GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER (1) IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO, AND (2) IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, AT ITS ADDRESS FOR NOTICES DESIGNATED HEREIN. THE BORROWER, EACH GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

10.16 Waiver of Right to Trial by Jury, Etc. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES TO THE LOAN DOCUMENTS OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE COMPANIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY; AND EXPRESSLY AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH ACTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES, PROVIDED THAT ANY SUCH WAIVER SHALL NOT LIMIT OR OTHERWISE IMPAIR EACH OF THE BORROWER'S, SXL OPERATION'S AND THE MLP'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE FOR ANY SUCH DAMAGES ASSERTED AGAINST SUCH INDEMNITEE BY A THIRD PARTY.

10.17 USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "**Act**")), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

10.18 Termination of Commitments Under Existing Credit Agreement. The Borrower has given, or contemporaneously with the execution and delivery of this Agreement is giving, to the administrative agent under the Existing Credit Agreement, notice of the termination of commitments of the lenders under the Existing Credit Agreement, so that such commitments terminate on the Closing Date. Execution of this Agreement by Lenders who are lenders under the Existing Credit Agreement shall constitute a waiver of the notice provisions in **Section 2.05** of the Existing Credit Agreement that would otherwise be applicable to such termination, and the administrative agent under the Existing Credit Agreement may rely on this **Section 10.18**.

10.19 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Borrower, on the one hand, and the Administrative Agent, the Lenders and the Arrangers, on the other hand, and the Borrower is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, the Administrative Agent, each Lender and each Arranger is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrower or any of its Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Administrative Agent, any Lender or any Arranger has assumed or will assume an advisory, agency or

fiduciary responsibility in favor of the Borrower with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether the Administrative Agent or any Lender or Arranger has advised or is currently advising the Borrower or any of its Affiliates on other matters) and none of the Administrative Agent, any Lender or any Arranger has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Administrative Agent, the Lenders and the Arrangers and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent, any Lender or any Arranger has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Administrative Agent, the Lenders and the Arrangers have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. The Borrower hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent, the Lenders and the Arrangers with respect to any breach or alleged breach of agency or fiduciary duty.

10.20 ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

SUNOCO PARTNERS MARKETING & TERMINALS L.P.,

By: SUNOCO LOGISTICS PARTNERS OPERATIONS GP
LLC, its General Partner

By: _____
Name: _____
Title: _____

GUARANTORS:

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., as a
Guarantor

By: SUNOCO LOGISTICS PARTNERS GP LLC, its
General Partner

By: _____
Name: _____
Title: _____

SUNOCO LOGISTICS PARTNERS L.P., a Delaware limited
partnership, as a Guarantor

By: SUNOCO PARTNERS LLC, its General Partner

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

BARCLAYS BANK PLC, as a Lender

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

By: _____
Name: _____
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Name: _____
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By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

By: _____
Name: _____
Title: _____

[THIS IS A SIGNATURE PAGE TO THE
SUNOCO PARTNERS MARKETING & TERMINALS L.P. 364-DAY CREDIT AGREEMENT]

CURRENTLY APPROVED PERSONS

None.

COMMITMENTS

<u>Lender</u>	<u>Commitment</u>
Citibank, N.A.	\$ 18,000,000
Barclays Bank PLC	\$ 18,000,000
TD Bank, N.A.	\$ 15,000,000
Wells Fargo Bank, N.A.	\$ 15,000,000
Bank of America, N.A.	\$ 13,000,000
JPMorgan Chase Bank, N.A.	\$ 13,000,000
Mizuho Corporate Bank (USA)	\$ 13,000,000
PNC Bank, National Association	\$ 13,000,000
The Bank of Nova Scotia	\$ 13,000,000
The Bank of Tokyo-Mitsubishi UFJ Ltd.	\$ 13,000,000
The Royal Bank of Scotland plc	\$ 13,000,000
UBS Loan Finance LLC	\$ 13,000,000
Credit Suisse AG, Cayman Islands Branch	\$ 10,000,000
Deutsche Bank AG New York Branch	\$ 10,000,000
U.S. Bank National Association	\$ 10,000,000
Total	\$ 200,000,000.00

SUBSIDIARIES
AND OTHER EQUITY INVESTMENTS

(a) Subsidiaries as of the Closing Date:

<u>Name</u>	<u>Jurisdiction of Organization</u>	<u>Ownership</u>
1. Sunoco Logistics Partners Operations GP LLC	Delaware	100% owned by the Sunoco Logistics Partners Operations L.P.
2. Sunoco Partners Marketing & Terminals L.P.	Texas	99.99% limited partner interest owned by Sunoco Logistics Partners Operations L.P. 0.01% general partner interest owned by Sunoco Logistics Partners Operations GP LLC
3. Sunoco Pipeline L.P.	Texas	99.99% limited partner interest owned by Sunoco Logistics Partners Operations L.P. 0.01% general partner interest owned by Sunoco Logistics Partners Operations GP LLC
4. Sunoco Pipeline Acquisition LLC	Delaware	100% owned by Sunoco Pipeline L.P.
5. Sun Pipe Line Company of Delaware LLC	Delaware	100% owned by Sunoco Pipeline Acquisition LLC
6. Mid-Valley Pipeline Company	Ohio	90.999% owned by Sun Pipe Line Company of Delaware LLC
7. West Texas Gulf Pipe Line Company	Delaware	60.32% owned by Sunoco Pipeline L.P.
8. Excel Pipeline LLC	Delaware	100% owned by Sunoco Pipeline L.P.

9. Inland Corporation	Ohio	70% owned by Sunoco Pipeline L.P.
10. Butane Acquisition I LLC	Delaware	100% owned by Sunoco Partners Marketing & Terminals L.P.
11. Sunoco Partners Butane Blending LLC	Delaware	100% owned by Butane Acquisition I LLC
12. Sunoco Partners Operating LLC	Delaware	100% owned by Sunoco Partners Marketing & Terminals L.P.
13. Sunoco Partners Rockies LLC	Delaware	100% owned by Sunoco Partners Marketing & Terminals L.P.
14. Sunoco Partners Real Estate Acquisition LLC	Delaware	100% owned by Sunoco Pipeline L.P.

(b) Investments in Permitted Joint Ventures as of August 22, 2011:

Sunoco Pipeline L.P. has (A) a 31.50% interest in Wolverine Pipe Line Company, a Delaware limited liability company, (C) a 14.00% interest in Yellowstone Pipe Line Company, a Delaware limited liability company, (D) a 17.18% interest in West Shore Pipe Line Company, a Delaware limited liability company, and (E) a 9.4% interest in Explorer Pipeline Company, a Delaware corporation.

(c) Undivided interests ownership (a form of pipeline ownership in which the investors share in the pipeline capacity according to their percentage of ownership in the system) as of August 22, 2011:

1. Sunoco Pipeline L.P. has (A) a 66.70% undivided interest in Harbor Pipeline System, New Jersey, and (B) a 37.01% interest in Mesa Pipeline System, California.
2. Mid-Valley Pipeline Company has a 73.97% undivided interest in Maumee Pipe Line System, Texas.
3. Sunoco Partners Marketing and Terminals L.P. has a 50% undivided interest in Van Buren, New York refined products terminal.

EXISTING LIENS

None.

ADDRESSES FOR NOTICES

ADDRESS FOR NOTICES TO BORROWER

SUNOCO PARTNERS MARKETING & TERMINALS L.P.

Mellon Bank Center
1735 Market Street, Ste. LL
Philadelphia, PA 19103
Attn: Daniel J. Platt
Telephone: (215) 977-6005
Facsimile: (866) 767-0198
Electronic Mail: djplatt@sunocologistics.com

ADDRESS FOR NOTICES TO GUARANTORS

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

Mellon Bank Center
1735 Market Street, Ste. LL
Philadelphia, PA 19103
Attn: Daniel J. Platt
Telephone: (215) 977-6005
Facsimile: (866) 767-0198
Electronic Mail: djplatt@sunocologistics.com

SUNOCO LOGISTICS PARTNERS, L.P.

Mellon Bank Center
1735 Market Street, Ste. LL
Philadelphia, PA 19103
Attn: Daniel J. Platt
Telephone: (215) 977-6005
Facsimile: (866) 767-0198
Electronic Mail: djplatt@sunocologistics.com

ADDRESS FOR ADMINISTRATIVE AGENT

Citibank Delaware
1615 Brett Road
OPS III
New Castle, DE 19720
Attn: Lynn T. Baronsky
Telephone: (302) 323-5871
Facsimile: (212) 994-0961
Electronic Mail: Lynn.Baronsky@citi.com
Electronic Mail for faxes: glagentofficeops@citigroup.com

FORM OF BORROWING NOTICE

Date: _____,

To: Citibank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of August 14, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement**;" the terms defined therein being used herein as therein defined), among Sunoco Partners Marketing & Terminals L.P., a Texas limited partnership, Sunoco Logistics Partners Operations L.P., a Delaware limited partnership, Sunoco Logistics Partners L.P., a Delaware limited partnership, the Lenders from time to time party thereto, and Citibank, N.A., as Administrative Agent.

1. The undersigned hereby requests the following Type of Committed Loan and applicable Dollar amount:

- (a) Base Rate Loan for \$ _____.
- (b) Eurodollar Rate Loan with Interest Period of:
 - (i) one month for \$ _____
 - (ii) two months for \$ _____
 - (iii) three months for \$ _____
 - (iv) six months for \$ _____

2. Requested date of Borrowing: _____, 20____.

3. The undersigned hereby certifies that the following statements will be true on the date of the proposed Borrowing(s) after giving effect thereto and to the application of the proceeds therefrom:

- (a) the aggregate Outstanding Amount of all Loans shall not exceed the lesser of (x) the Loan Value as set forth on the Summary Hedged Collateral Report delivered as of even date herewith and (y) the Aggregate Commitments;
- (b) the representations and warranties of the Borrower contained in **Article V** (excluding **Section 5.05(c)**) of the Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as though made on and as of such date (except such representations and warranties which expressly refer to an earlier date, which are true and correct as of such earlier date); and
- (c) no Default or Event of Default has occurred and is continuing, or would result from such proposed Borrowing(s).

The Borrowing requested herein complies with **Sections 2.01**, and **2.03** of the Agreement, as applicable.

SUNOCO PARTNERS MARKETING & TERMINALS L.P.

By: SUNOCO LOGISTICS PARTNERS OPERATIONS GP
LLC, its General Partner

By: _____

Name: _____

Title: _____

Exhibit A-1
Page 2
Form of Borrowing Notice

FORM OF CONVERSION/CONTINUATION NOTICE

Date: _____,

TO: Citibank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of August 14, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement**"; the terms defined therein being used herein as herein defined), among Sunoco Partners Marketing & Terminals L.P., a Texas limited partnership, Sunoco Logistics Partners Operations L.P., a Delaware limited partnership, Sunoco Logistics Partners L.P., a Delaware limited partnership, the Lenders from time to time party thereto, and Citibank, N.A., as Administrative Agent.

The undersigned hereby requests a [conversion] [continuation] of Committed Loans as follows:

1. Amount of [conversion] [continuation]: \$ _____
2. Existing rate: Check applicable blank
 - (a) Base Rate _____
 - (b) Eurodollar Rate Loan with Interest Period of:
 - (i) one month _____
 - (ii) two months _____
 - (iii) three months _____
 - (iv) six months _____
3. If a Eurodollar Rate Loan, date of the last day of the Interest Period for such Loan: _____, 20 ____.

The Loan described above is to be [converted] [continued] as follows:

4. Requested date of [conversion] [continuation]: _____, 20 ____.
5. Requested Type of Loan and applicable Dollar amount:
 - (a) Base Rate Loan for \$ _____.
 - (b) Eurodollar Rate Loan with Interest Period of:
 - (i) one month for \$ _____
 - (ii) two months for \$ _____
 - (iii) three months for \$ _____
 - (iv) six months for \$ _____

Exhibit A-2

Page 1

Form of Continuation/Conversion Notice

The [conversion] [continuation] requested herein complies with **Sections 2.01** and **2.03** of the Agreement, as applicable.

SUNOCO PARTNERS MARKETING & TERMINALS L.P.,

By: SUNOCO LOGISTICS PARTNERS OPERATIONS GP
LLC, its General Partner

By: _____

Name: _____

Title: _____

Exhibit A-2

Page 2

Form of Continuation/Conversion Notice

FORM OF NOTE

[], 2012

FOR VALUE RECEIVED, the undersigned (the "**Borrower**"), hereby promises to pay to the order of (the "**Lender**"), on the Lender's Maturity Date (as defined in Agreement referred to below) the principal amount of each Committed Loan (each, a "**Loan**") from time to time made by the Lender to the Borrower under that certain Credit Agreement dated as of even date herewith (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement**;" the terms defined therein being used herein as therein defined), among the Borrower, Sunoco Logistics Partners Operations L.P., a Delaware limited partnership, Sunoco Logistics Partners L.P., a Delaware limited partnership, the Lenders from time to time party thereto, and Citibank, N.A., as Administrative Agent.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates, and at such times as are specified in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein. This Note is also entitled to the benefits of the Guaranty. Upon the occurrence of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

This Note is a Loan Document and is subject to **Section 10.10** of the Agreement, which is incorporated herein by reference the same as if set forth herein verbatim.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, notice of intent to accelerate, notice of acceleration, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Exhibit B
Page 1
Form of Note

By: SUNOCO LOGISTICS PARTNERS OPERATIONS GP
LLC, its General Partner

By: _____
Name: _____
Title: _____

Exhibit B
Page 2
Form of Note

LOANS AND PAYMENTS WITH RESPECT THERETO

<u>Date</u>	<u>Type of Loan Made</u>	<u>Amount of Loan Made</u>	<u>End of Interest Period</u>	<u>Amount of Principal or Interest Paid This Date</u>	<u>Revolver Principal Debt This Date</u>	<u>Notation Made By</u>
-------------	--------------------------	----------------------------	-------------------------------	---	--	-------------------------

Exhibit B
Page 3
Form of Note

FORM OF COMPLIANCE CERTIFICATE
(Pursuant to **Section 6.02** of the Agreement)

Financial Statement Date: _____,

To: Citibank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of August 14, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Agreement**,” the terms defined therein being used herein as therein defined), among Sunoco Partners Marketing & Terminals L.P., a Texas limited partnership (the “**Borrower**”), Sunoco Logistics Partners Operations L.P., a Delaware limited partnership (“**SXL Operations**”), Sunoco Logistics Partners L.P., a Delaware limited partnership (the “**MLP**”), the Lenders from time to time party thereto, and Citibank, N.A., as Administrative Agent. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Agreement.

The undersigned Responsible Officers hereby certify as of the date hereof that they are the _____ of the MLP, the _____ of SXL Operations and the _____ of the Borrower, and that, as such, they are authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the MLP, SXL Operations and the Borrower, and that:

[Use one of the following for fiscal year-end financial statements]

1. Attached hereto are the year-end audited financial statements required by **Section 6.01(a)** of the Agreement for the fiscal year of the MLP ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section. [or]

1. The year-end audited financial statements required by **Section 6.01(a)** of the Agreement for the fiscal year of the MLP ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section were filed on-line through EDGAR on _____.

[Use one of the following for fiscal quarter-end financial statements]

1. Attached hereto are the unaudited financial statements required by **Section 6.01(b)** of the Agreement for the fiscal quarter of the MLP ended as of the above date, together with a certificate of a Responsible Officer of the MLP stating that such financial statements fairly present the financial condition, results of operations and cash flows of the MLP and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes. [or]

1. Attached is a certificate of a Responsible Officer of the MLP stating that the unaudited financial statements required by **Section 6.01(b)** of the Agreement for the fiscal quarter of the MLP ended as of the above date, which were filed on-line through EDGAR on _____, fairly present the financial condition, results of operations and cash flows of the MLP and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

Exhibit C

Page 1

Form of Compliance Certificate

[Use the following for both fiscal year-end and quarter-end financial statements]

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower and SXL Operations during the accounting period covered by the attached financial statements.

3. A review of the activities of the MLP, SXL Operations and the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the MLP, SXL Operations and the Borrower performed and observed all their respective Obligations under the Loan Documents, and no Default or Event of Default has occurred and is continuing *except* as follows (list of each such Default or Event of Default and include the information required by **Section 6.03** of the Credit Agreement):

4. The covenant analyses and information set forth on **Schedule 1** attached hereto are true and accurate on and as of the date of this Certificate.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES BEGIN ON NEXT PAGE]

Exhibit C
Page 2
Form of Compliance Certificate

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, _____.

SUNOCO PARTNERS MARKETING & TERMINALS L.P.

By: Sunoco Logistics Partners Operations GP LLC, its
General Partner

By: _____

Name: _____

Title: _____

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., a
Delaware limited partnership

By: Sunoco Logistics Partners GP LLC, its General Partner

By: _____

Name: _____

Title: _____

SUNOCO LOGISTICS PARTNERS L.P., a Delaware limited
partnership

By: Sunoco Partners LLC, its General Partner

By: _____

Name: _____

Title: _____

Exhibit C

Page 3

Form of Compliance Certificate

SCHEDULE 1
to the Compliance Certificate
(\$ in 000's)

- I. **Section 7.04(d)** – Indebtedness of Subsidiaries
- A. Consolidated EBITDA for the most recent four fiscal quarters: (Line II.A below) \$ _____
- B. Consolidated EBITDA shown in Line I.A, times 0.75: \$ _____
- C. Actual Principal Amount of Indebtedness of Subsidiaries: (may not exceed the amount set forth in Line I.B above) \$ _____
- II. Calculation of Consolidated EBITDA for four consecutive fiscal quarters ending on the Statement Date ("**Subject Period**")
- A. Consolidated EBITDA (Sum of Line II.A.1 through Line II.A.7): \$ _____
1. Consolidated Net Income for Subject Period:¹ \$ _____
2. Consolidated Interest Charges for Subject Period: \$ _____
3. Provision for income taxes for Subject Period: \$ _____
4. Depreciation expenses for Subject Period: \$ _____
5. Amortization expenses for Subject Period: \$ _____
6. Pro forma adjustments to EBITDA for Acquisitions and acquisitions of equity interests in Permitted Joint Ventures during the Subject Period:² \$ _____
7. Material Project EBITDA Adjustments: \$ _____

¹ In the event that any Subsidiary is restricted from making Restricted Payments to the MLP or SXL Operations, please include on a separate schedule the name of the Subsidiary and the amount of Consolidated Net Income that is to be excluded.

² In the event that any pro forma adjustments are made, please include on a separate schedule reasonably detailed calculations for such pro forma adjustments.

III. Section 7.14 – Leverage Ratio

- A. Indebtedness (other than Indebtedness set forth in **clause (b)** of the definition thereof): \$ _____
- B. Designated Hybrid Securities (not to exceed 15% of Total Capitalization): \$ _____
1. Face amount of Hybrid Securities: \$ _____
2. Total Capitalization: \$ _____
3. Consolidated Net Worth (used in calculating Total Capitalization): \$ _____
4. Partners' capital of the MLP (used in computing Consolidated Net Worth): \$ _____
- C. Indebtedness under the Agreement: \$ _____
- D. Consolidated Total Debt (Line III.A – Line III.B – Line III.C): \$ _____
- E. Excluded Affiliate Debt: \$ _____
- F. Consolidated EBITDA (Line II.A. above): \$ _____
- G. Leverage Ratio ((Line III.D – Line III.E) ÷ Line III.F): _____ to 1.0
- Maximum permitted
- During a period that is not an Acquisition Period 5.00:1.0
- During an Acquisition Period: 5.50:1.0

If an Acquisition Period is in effect, please attach separate sheet showing relevant calculations and compliance.

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [the] [each]³ Assignor identified in item 1 below ([the][each an] “Assignor” and [the][each]⁴ Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]⁵ hereunder are several and not joint.]⁶ Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor] [the respective Assignors] under the respective facilities identified below (including any guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as, [the][an] “**Assigned Interest**”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____
Assignor [is][is not] a Defaulting Lender

2. Assignee[s]: _____
for each Assignee, indicate [Affiliate] [Approved Fund] of [*identify Lender*]

³ For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

⁴ For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

⁵ Select as appropriate.

⁶ Include bracketed language if there are either multiple Assignors or multiple Assignees.

3. Borrower: Sunoco Partners Marketing & Terminals L.P.
4. Administrative Agent: Citibank, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement: The Credit Agreement dated as of August 14, 2012 among Sunoco Partners Marketing & Terminals L.P., Sunoco Logistics Partners Operations L.P., Sunoco Logistics Partners L.P., the Lenders parties thereto, and Citibank, N.A., as Administrative Agent
6. Assigned Interest[s]:

<u>Assignor[s]</u> ⁷	<u>Assignee[s]</u> ⁸	<u>Aggregate Amount of Commitment/Loans for all Lenders</u> ⁹	<u>Amount of Commitment /Loans Assigned</u>	<u>Percentage Assigned of Commitment/ Loans</u> ¹⁰	<u>CUSIP Number</u>
		\$ _____	\$ _____	%	
		\$ _____	\$ _____	%	
		\$ _____	\$ _____	%	

[7. Trade Date: _____]¹¹

[Page break]

⁷ List each Assignor, as appropriate.

⁸ List each Assignee, as appropriate.

⁹ Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

¹⁰ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

¹¹ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Exhibit D

Page 2

Form of Assignment and Assumption

Effective Date: _____, 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]¹²
[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE[S]¹³
[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[Consented to and]¹⁴ Accepted:

CITIBANK, N.A., as Administrative Agent

By: _____
Name:
Title:

[Consented to:]¹⁵

SUNOCO PARTNERS MARKETING & TERMINALS L.P.

By: SUNOCO LOGISTICS PARTNERS
OPERATIONS GP LLC, its General Partner

By: _____
Name:
Title:

¹² Add additional signature blocks as needed.

¹³ Add additional signature blocks as needed.

¹⁴ To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

¹⁵ To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION1. Representations and Warranties.

1.1 Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is [not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under **Section 10.07(b)(iii)** of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to **Section 6.01** thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance on the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations that by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor[s] and the Assignee[s] shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

Exhibit D

Page 4

Form of Assignment and Assumption

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

Exhibit D

Page 5

Form of Assignment and Assumption

FORM OF GUARANTY

THIS GUARANTY is executed as of August 14, 2012, by the undersigned ("**Guarantor**"), for the benefit of CITIBANK, N.A., a national banking association (in its capacity as Administrative Agent for the benefit of Lenders).

RECITALS

A. Sunoco Partners Marketing & Terminals L.P., a Texas limited partnership ("**Borrower**"), Sunoco Logistics Partners Operations L.P., a Delaware limited partnership ("**SXL Operations**"), Sunoco Logistics Partners L.P., a Delaware limited partnership (the "**MLP**"), Citibank, N.A., as Administrative Agent (including its permitted successors and assigns in such capacity, "**Administrative Agent**"), and the Lenders now or hereafter party to the Credit Agreement (including their respective permitted successors and assigns, "**Lenders**") have entered into a Credit Agreement, dated as of even date herewith (as amended, modified, supplemented, or restated from time to time, the "**Credit Agreement**");

B. Borrower is a Subsidiary of Guarantor, and therefore, Guarantor will derive direct and substantial benefits from the extensions of credit under the Credit Agreement; and

C. This Guaranty is integral to the transactions contemplated by the Loan Documents and the execution and delivery hereof, is a condition precedent to Lenders' obligations to extend credit under the Loan Documents.

ACCORDINGLY, for adequate and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. DEFINITIONS. Terms defined in the Credit Agreement have the same meanings when used, *unless* otherwise defined, in this Guaranty. As used in this Guaranty:

Borrower means Borrower, Borrower as a debtor-in-possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for Borrower or for all or substantially all of Borrower's assets under any Debtor Relief Law.

Credit Agreement is defined in the recitals to this Guaranty.

Guaranteed Debt means, collectively, (a) the Obligations and (b) all present and future costs, attorneys' fees, and expenses reasonably incurred by Administrative Agent or any Lender to enforce Borrower's, the Guarantor's, or any other obligor's payment of any of the Guaranteed Debt, including, without limitation (to the extent lawful), all present and future amounts that would become due but for the operation of §§ 502 or 506 or any other provision of *Title 11* of the *United States Code* and all present and future accrued and unpaid interest (including, without limitation, all post-maturity interest and any post-petition interest in any proceeding under Debtor Relief Laws to which Borrower, the Guarantor or any other Loan Party becomes subject whether or not the claim for such interest is allowed in such proceeding.).

Guarantor is defined in the preamble to this Guaranty.

Lender means, individually, or **Lenders** means, collectively, on any date of determination, the Lenders and their permitted successors and assigns.

Rights means rights, remedies, powers, privileges, and benefits.

Subordinated Debt means, all present and future obligations of any other Loan Party to the Guarantor, whether those obligations are (a) direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, (b) due or to become due to the Guarantor, (c) held by or are to be held by the Guarantor, (d) created directly or acquired by assignment or otherwise, or (e) evidenced in writing.

2. GUARANTY. The Guarantor hereby guarantees to Administrative Agent and Lenders the prompt payment in full when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, of the Guaranteed Debt. This Guaranty is an absolute, irrevocable, unconditional and continuing guaranty of payment and performance, not collection, and the circumstance that at any time or from time to time the Guaranteed Debt may be paid in full does not affect the obligation of the Guarantor with respect to the Guaranteed Debt incurred after that. This Guaranty remains in effect until the Guaranteed Debt is fully paid and performed, all commitments to extend any credit under the Loan Documents have terminated. The Guarantor may not rescind or revoke its obligations with respect to the Guaranteed Debt. All payments made by Guarantor under this Guaranty shall be made to the Administrative Agent at the Administrative Agent's Office in Dollars.

3. NO SETOFF OR DEDUCTIONS; TAXES; PAYMENTS. Guarantor represents and warrants that it is organized and resident in the United States of America. Guarantor shall make all payments hereunder (i) without setoff or counterclaim, and (ii) free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature now or hereafter imposed or levied by any jurisdiction or any political subdivision thereof or taxing or other authority therein unless Guarantor is compelled by law to make such deduction or withholding. If any such obligation (other than one arising with respect to taxes based on or measured by the income or profits of the Lender) is imposed upon Guarantor with respect to any amount payable by it hereunder, Guarantor will pay to the Lender, on the date on which such amount is due and payable hereunder, such additional amount in Dollars as shall be necessary to enable the Lender to receive the same net amount which the Lender would have received on such due date had no such obligation been imposed upon Guarantor. Guarantor will deliver promptly to the Lender certificates or other valid vouchers for all taxes or other charges deducted from or paid with respect to payments made by Guarantor hereunder. The obligations of Guarantor under this paragraph shall survive the payment in full of the Guaranteed Debt and termination of this Guaranty.

4. CONSIDERATION. The Guarantor represents and warrants that its liability under this Guaranty will directly benefit it.

5. CUMULATIVE RIGHTS. If the Guarantor becomes liable for any indebtedness owing by Borrower to Administrative Agent or any Lender, *other than* under this Guaranty, that liability may not be in any manner impaired or affected by this Guaranty. The Rights of Administrative Agent or Lenders under this Guaranty are cumulative of any and all other Rights that Administrative Agent or Lenders may ever have against the Guarantor. The exercise by Administrative Agent or Lenders of any Right under this Guaranty or otherwise does not preclude the concurrent or subsequent exercise of any other Right.

6. PAYMENT UPON DEMAND. (a) If an Event of Default exists, the Guarantor shall, on demand and without further notice of dishonor and without any notice having been given to the Guarantor previous to that demand of either the acceptance by Administrative Agent or Lenders of this Guaranty or the creation or incurrence of any Guaranteed Debt, pay the amount of the Guaranteed Debt then due and payable to Administrative Agent and Lenders; *provided that*, if an Event of Default exists and Administrative Agent or Lenders cannot accelerate the Guaranteed Debt for any reason (including a stay of acceleration in connection with any case commenced by or against the Guarantor, the Borrower or any other Loan Party under any Debtor Relief Laws), then the Guaranteed Debt shall be, as among the Guarantor, Administrative Agent, and Lenders, a fully matured, due, and payable obligation of the Guarantor to Administrative Agent and Lenders.

(b) The obligations of the Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Guaranteed Debt and the obligations of any other guarantor, and it is not necessary for Administrative Agent or Lenders, in order to enforce this Guaranty against the Guarantor, first or contemporaneously to institute suit or exhaust remedies against Borrower or others liable on any Guaranteed Debt.

7. SUBORDINATION. The Subordinated Debt is expressly subordinated to the full and final payment of the Guaranteed Debt. Upon the occurrence and during the continuation of a Default or an Event of Default, the Guarantor agrees not to accept any payment of any Subordinated Debt from any other Loan Party. In the event of (i) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to any other Loan Party, its creditors as such or its property, (ii) any proceeding for the liquidation, dissolution or other winding-up of any other Loan Party, voluntary or involuntary, whether or not involving insolvency or bankruptcy proceedings, (iii) any assignment by any other Loan Party for the benefit of creditors, or (iv) any other marshalling of the assets of a other Loan Party, the Guaranteed Debt (including any interest thereon accruing at the legal rate after the commencement of any such proceedings and any additional interest that would have accrued thereon but for the commencement of such proceedings) shall first be paid in full before any payment or distribution, whether in cash, securities or other property, shall be made to any holder of any Subordinated Debt. If the Guarantor receives any payment of any Subordinated Debt in violation of the terms of this Section, such Guarantor shall hold that payment in trust for Administrative Agent and Lenders and promptly turn it over to Administrative Agent, in the form received (with any necessary endorsements), to be applied to the Guaranteed Debt.

8. SUBROGATION AND CONTRIBUTION. Until payment in full of the Guaranteed Debt and the termination of the commitments of Lenders to extend credit under the Loan Documents, (a) the Guarantor may not assert, enforce, or otherwise exercise any Right of subrogation to any of the Rights or Liens of Administrative Agent or Lenders or any other beneficiary against Borrower or any other obligor on the Guaranteed Debt or any collateral or other security or any Right of recourse, reimbursement, subrogation, contribution, indemnification, or similar Right against Borrower or any other obligor on any Guaranteed Debt or any other guarantor of it, and (b) the Guarantor defers all of the foregoing Rights (whether they arise in equity, under contract, by statute, under common Law, or otherwise). Upon payment in full of the Guaranteed Debt and the termination of the commitments of Lenders to extend credit under the Loan Documents, the Guarantor shall be subrogated to the rights of the Administrative Agent and Lenders against Borrower and the other obligors.

9. NO RELEASE. The Guarantor hereby waives any defense of a surety or guarantor or any other obligor arising in connection with or in respect of any of the following and hereby agrees that its obligations under this Guaranty may not be released, diminished, or affected by the occurrence of any one or more of the following events: (a) any taking or accepting of any additional guaranty or any other security or assurance for any Guaranteed Debt; (b) any release, surrender, exchange, subordination, impairment, or loss of any collateral securing any Guaranteed Debt; (c) any full or partial release of the

liability of any other obligor on the Guaranteed Debt, *except* for any final release resulting from payment in full of such Guaranteed Debt; (d) the modification of, or waiver of compliance with, any terms of any other Loan Document; (e) the insolvency, bankruptcy, or lack of corporate or partnership power of any other obligor at any time liable for any Guaranteed Debt, whether now existing or occurring in the future; (f) any renewal, extension, or rearrangement of any Guaranteed Debt or any adjustment, indulgence, forbearance, or compromise that may be granted or given by Administrative Agent or any Lender to any other obligor on the Guaranteed Debt; (g) any neglect, delay, omission, failure, or refusal of Administrative Agent or any Lender to take or prosecute any action in connection with the Guaranteed Debt or to foreclose, take, or prosecute any action in connection with any Loan Document; (h) any failure of Administrative Agent or any Lender to notify the Guarantor of any renewal, extension, or assignment of any Guaranteed Debt, or the release of any security or of any other action taken or refrained from being taken by Administrative Agent or any Lender against Borrower or any new agreement between Administrative Agent, any Lender, and Borrower; *it being understood that* neither Administrative Agent nor any Lender is required to give the Guarantor any notice of any kind under any circumstances whatsoever with respect to or in connection with any Guaranteed Debt, *other than* any notice required to be given in this Guaranty; (i) the invalidity or unenforceability of any Guaranteed Debt against any other obligor or any security securing same because it exceeds the amount permitted by Law, the act of creating it is *ultra vires*, the officers creating it exceeded their authority or violated their fiduciary duties in connection with it, or otherwise; (j) any payment of the Guaranteed Debt to Administrative Agent or any Lender is held to constitute a preference under any Debtor Relief Law or for any other reason Administrative Agent or any Lender is required to refund that payment or make payment to someone else (and in each such instance this Guaranty will be reinstated in an amount equal to that payment); or (k) any law or regulation or other event affecting any term of the Guaranteed Debt; or (l) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, Borrower or the Guarantor.

10. WAIVERS. By execution hereof, the Guarantor waives presentment and demand for payment, protest, notice of intention to accelerate, notice of acceleration, and notice of protest and nonpayment, and agrees that its liability with respect to the Guaranteed Debt (or any part thereof) shall not be affected by any renewal or extension in the time of payment of the Guaranteed Debt (or any part thereof). To the maximum extent lawful, the Guarantor waives all Rights by which it might be entitled to require suit on an accrued Right of action in respect of any Guaranteed Debt or require suit against Borrower or others.

11. TERMINATION; REINSTATEMENT. This Guaranty is a continuing and irrevocable guaranty of all Guaranteed Debt now or hereafter existing and shall remain in full force and effect until payment in full of the Guaranteed Debt and the termination of the commitments of Lenders to extend credit under the Loan Documents. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any other Loan Party is made, or Administrative Agent or any Lender exercises its right of setoff, in respect of the Guaranteed Debt and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Administrative Agent or any Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not Administrative Agent or Lenders are in possession of or has released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of the Guarantor under this paragraph shall survive termination of this Guaranty

12. LOAN DOCUMENTS. By execution hereof, the Guarantor covenants and agrees that certain representations, warranties, terms, covenants, and conditions set forth in the Loan Documents are applicable to the Guarantor by their terms and shall be imposed upon the Guarantor, and the Guarantor reaffirms that each such representation and warranty is true and correct and covenants and agrees to promptly and properly perform, observe, and comply with each such term, covenant, or condition. Moreover, the Guarantor acknowledges and agrees that this Guaranty is subject to the offset provisions of the Loan Documents in favor of Administrative Agent and Lenders. In the event the Credit Agreement or any other Loan Document shall cease to remain in effect for any reason whatsoever during any period when any part of the Guaranteed Debt remains unpaid, the terms, covenants, and agreements of the Credit Agreement or such other Loan Document incorporated herein by reference shall nevertheless continue in full force and effect as obligations of the Guarantor under this Guaranty.

13. RELIANCE AND DUTY TO REMAIN INFORMED. The Guarantor confirms that it has executed and delivered this Guaranty after reviewing the terms and conditions of the Loan Documents and such other information as it has deemed appropriate in order to make its own credit analysis and decision to execute and deliver this Guaranty. The Guarantor confirms that it has made its own independent investigation with respect to Borrower's creditworthiness and is not executing and delivering this Guaranty in reliance on any representation or warranty by Administrative Agent or any Lender as to that creditworthiness. The Guarantor expressly assumes all responsibilities to remain informed of the financial condition of Borrower and any circumstances affecting Borrower's ability to perform under the Loan Documents to which it is a party.

14. LOAN DOCUMENT. This Guaranty is a Loan Document and is subject to the applicable provisions of *Articles I and X* of the Credit Agreement, including, without limitation, the provisions relating to **GOVERNING LAW, AND WAIVER OF RIGHT TO JURY TRIAL**, both of which are incorporated into this Guaranty by reference the same as if set forth in this Guaranty verbatim *provided that* all references therein to "this Agreement" shall for purposes of this Guaranty be deemed references to "this Guaranty".

15. NOTICES. All notices required or permitted under this Guaranty, if any, shall be given in the manner set forth in Section 10.02 of the Credit Agreement.

16. AMENDMENTS, ETC. No amendment, waiver, or discharge to or under this Guaranty is valid *unless* it is in writing and is signed by the party against whom it is sought to be enforced and is otherwise in conformity with the requirements of Section 10.01 of the Credit Agreement. The unenforceability or invalidity of any provision of this Guaranty shall not affect the enforceability or validity of any other provision herein.

17. ADMINISTRATIVE AGENT AND LENDERS. Administrative Agent is Administrative Agent for each Lender under the Credit Agreement. All Rights granted to Administrative Agent under or in connection with this Guaranty are for each Lender's ratable benefit. Administrative Agent may, without the joinder of any Lender, exercise any Rights in Administrative Agent's or Lenders' favor under or in connection with this Guaranty. Administrative Agent's and each Lender's Rights and obligations *vis-a-vis* each other may be subject to one or more separate agreements between those parties. However, the Guarantor is not required to inquire about any such agreement nor is it subject to any of its terms *unless* the Guarantor specifically joins such agreement. Therefore, neither Guarantor nor its successors or assigns is entitled to any benefits or provisions of any such separate agreement or is entitled to rely upon or raise as a defense any party's failure or refusal to comply with the provisions of such agreement.

18. ADDITIONAL GUARANTORS. From time to time subsequent to the time hereof, additional Persons may execute and deliver guaranties to the Administrative Agent. The Guarantor hereunder expressly agrees that its obligations arising hereunder shall not be affected or diminished by any such additional guaranties. The Guarantor agrees that it shall not be necessary or required that the Administrative Agent or any Lender exercise any right, assert any claim or demand or enforce any remedy whatsoever against the Borrower or any other Person who has guaranteed the Guaranteed Debt before or as a condition to the obligations of the Guarantor hereunder.

19. PARTIES. This Guaranty benefits Administrative Agent, Lenders, and their respective successors and assigns and binds the Guarantor and their respective successors and assigns. Upon appointment of any successor Administrative Agent under the Credit Agreement, all of the Rights of Administrative Agent under this Guaranty automatically vest in that new Administrative Agent as successor Administrative Agent on behalf of Lenders without any further act, deed, conveyance, or other formality *other than* that appointment. The Rights of Administrative Agent and Lenders under this Guaranty may be transferred with any assignment of the Guaranteed Debt pursuant to and in accordance with the terms of the Credit Agreement. The Credit Agreement contains provisions governing assignments of the Guaranteed Debt and of Rights and obligations under this Guaranty.

***Remainder of Page Intentionally Blank.
Signature Page(s) to Follow.***

Exhibit E
Page 6
Form of Guaranty

GUARANTOR:

[SUNOCO LOGISTICS PARTNERS L.P., a Delaware limited partnership

By: Sunoco Partners LLC, a Pennsylvania limited liability company, its General Partner

By: _____

Name: _____

Title: _____]

[SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., as Guarantor

By: SUNOCO LOGISTICS PARTNERS GP LLC, its General Partner

By: _____

Name: _____

Title: _____]

FORM OF INTERCOMPANY SUBORDINATION AGREEMENT

This **INTERCOMPANY SUBORDINATION AGREEMENT** (this “**Subordination Agreement**”) is dated as of _____, 20____, and entered into by SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., a Delaware limited partnership (“**Debtor**”), and _____, a _____ (“**Subordinated Creditor**”), in favor of the Senior Creditors (defined below).

PRELIMINARY STATEMENTS

WHEREAS, Debtor is indebted to (a) the Multi-Year Creditors (defined below) pursuant to the Multi-Year Credit Agreement (defined below) and (b) the 364-Day Creditors (defined below) pursuant to the Guaranty (defined below); the aggregate of (i) all Obligations of Debtor owing from time to time to the Multi-Year Creditors under the Multi-Year Credit Agreement and (ii) all Guaranteed Debt of Debtor owing from time to time to the 364-Day Creditors under the Guaranty, whether present or future, direct or indirect, contingent or otherwise, including any interest accruing thereon after the date of filing any petition by or against the Debtor in connection with any bankruptcy or other proceeding any other interest that would have accrued thereon but for the commencement of such proceeding, shall herein be called the “**Senior Debt**”;

WHEREAS, Debtor is indebted to Subordinated Creditor under that certain promissory note dated as of even date herewith in an aggregate principal amount of _____ (together with interest and premiums, if any, thereon and other amounts payable in respect thereof, the “**Subordinated Debt**”);

WHEREAS, Debtor has requested that the Subordinated Debt be deemed “**Excluded Affiliate Debt**” under the Multi-Year Credit Agreement and the 364-Day Credit Agreement (defined below);

WHEREAS, in order for the Subordinated Debt to be deemed “**Excluded Affiliate Debt**” under the Multi-Year Credit Agreement and the 364-Day Credit Agreement, it is a condition under each such Credit Agreement that the Subordinated Creditor execute and deliver this Subordination Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

Section 1. Definitions. In this Subordination Agreement, capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the Multi-Year Credit Agreement and/or the 364-Day Credit Agreement, as the context may require. In addition, the following terms shall have the following meanings:

“**364-Day Credit Agreement**” means that certain 364-Day Credit Agreement dated as of August 14, 2012 by and among Sunoco Partners Marketing & Terminals L.P. as Borrower, Debtor and Sunoco Logistics Partners L.P. as Guarantors, the Lenders party thereto, and Citibank, N.A., as Administrative Agent (as the same may from time to time be amended, restated, refinanced and replaced).

“**364-Day Creditors**” means 364-Day Lenders and the Administrative Agent under the 364-Day Credit Agreement.

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Form of Intercompany Subordination Agreement

"364-Day Lenders" means the Lenders as defined in the 364-Day Credit Agreement.

"Guaranty" means, the that certain Guaranty dated August 14, 2012 made by Debtor in favor of the Administrative Agent under the 364-Day Credit Agreement for the benefit of Lenders under the 364-Day Credit Agreement, pursuant to which Debtor has agreed to guaranty the Obligations of the Loan Parties arising under the 364-Day Credit Agreement (as the same may from time to time be amended, restated, refinanced and replaced).

"Multi-Year Credit Agreement" means that certain Multi-Year Credit Agreement dated as of August 22, 2011 by and among Debtor as Borrower, Sunoco Logistics Partners L.P. as Guarantor, the Lenders party thereto, and Citibank, N.A. as Administrative Agent (as the same may from time to time be amended, restated, refinanced and replaced).

"Multi-Year Creditors" means Multi-Year Lenders and the Administrative Agent under the Multi-Year Credit Agreement.

"Multi-Year Lenders" means the Lenders as defined in the Multi-Year Credit Agreement.

"Senior Creditors" means, collectively, (a) the Lenders party to the Multi-Year Credit Agreement and the Administrative Agent under the Multi-Year Credit Agreement, and (b) the Lenders party to the 364-Day Credit Agreement and the Administrative Agent under the 364-Day Credit Agreement.

"Senior Debt" has the meaning attributed to such term in the recitals.

"Senior Debt Loan Documents" means, collectively, (a) the Multi-Year Credit Agreement and each of the other Loan Documents as defined in the Multi-Year Credit Agreement, and (b) the 364-Day Credit Agreement, the Guaranty and each of the other Loan Documents as defined in the 364-Day Credit Agreement.

"Subordinated Debt" has the meaning attributed to such term in the recitals.

Section 2. General Postponement and Subordination. Subordinated Creditor agrees that the Subordinated Debt is and shall be expressly postponed and made subordinate, to the extent and in the manner hereinafter set forth, in right of payment to the prior payment in full in cash of the Senior Debt now or hereafter existing and the termination of (a) the Multi-Year Lenders' commitments to lend or issue Letters of Credit under the Multi-Year Credit Agreement and (b) the 364-Day Lenders' commitments to lend under the 364-Day Credit Agreement.

Section 3. Payment on the Subordinated Debt.

(a) Subordinated Creditor agrees that the Subordinated Debt requires (i) no payment of principal at any time prior to the date that is six months after the later of (A) the last occurring Stated Maturity Date of any Lender under the Multi-Year Credit Agreement and (B) the Maturity Date under the 364-Day Credit Agreement, and (ii) no payment of interest during the existence of a Default or Event of Default under either the Multi-Year Credit Agreement or the 364-Day Credit Agreement.

(b) Subordinated Creditor agrees not to ask, demand, sue for, take or receive from Debtor, directly or indirectly, in cash or other property or by set-off or in any other manner (including without limitation from or by way of collateral), payment of all or any of the Subordinated Debt, until the Satisfaction Time (defined below); *provided, however*, that Subordinated Creditor may receive and

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Form of Intercompany Subordination Agreement

Debtor may make payments in respect of the Subordinated Debt if, at the time of making such payment and immediately after giving effect thereto, no Default or Event of Default under the Multi-Year Credit Agreement or the 364-Day Credit Agreement shall have occurred and be continuing. For the purposes of this Subordination Agreement, the “**Satisfaction Time**” shall mean such time as (i) the Lenders under the Multi-Year Credit Agreement have no further commitments to lend or issue Letters of Credit under the Multi-Year Credit Agreement, (ii) the Lenders under the 364-Day Credit Agreement have no further commitments to lend under the 364-Day Credit Agreement, (iii) all Letters of Credit under the Multi-Year Credit Agreement have terminated, and (iv) the Senior Debt (other than contingent indemnification obligations not yet due and payable) has been paid in full.

(c) All payments or distributions upon or with respect to the Subordinated Debt which are received by Subordinated Creditor contrary to the provisions of this Subordination Agreement shall be received in trust for the benefit of the Senior Creditors, shall be segregated from other funds and property held by Subordinated Creditor, and shall be forthwith paid over to the Senior Creditors in the same form as so received (with any necessary endorsement), for the ratable benefit of the Senior Creditors according to the aggregate amounts remaining unpaid on account of the Senior Debt held by each of them, for application to the payment of all Senior Debt then remaining unpaid, until all such Senior Debt shall have been paid in full.

Section 4. Priority of Obligations on Dissolution or Insolvency. In the event of any dissolution, winding up, liquidation, readjustment, reorganization, bankruptcy, insolvency, receivership or other similar proceedings (a “**Proceeding**”) relating to Debtor, or any of its property (whether voluntary or involuntary, partial or complete), or any other marshalling of the assets and liabilities of the Debtor, the Senior Debt shall first be paid in full in cash before Subordinated Creditor shall be entitled to receive or retain any payment or distribution in respect of the Subordinated Debt. In such event, in order to implement the foregoing:

(a) Subordinated Creditor shall promptly file a claim or claims, in the form required in such proceedings, for the full outstanding amount of the Subordinated Debt, and shall cause said claim or claims to be approved and all payments and other distributions in respect thereof to be made directly to the Senior Creditors, ratably according to the aggregate amounts remaining unpaid on account of the Senior Debt held by each of them;

(b) Subordinated Creditor hereby irrevocably agrees that the Senior Creditors may, at their sole discretion, in the name of Subordinated Creditor or otherwise, demand, sue for, collect, receive and receipt for any and all such payments or distributions, and any such receipts shall be distributed to Senior Creditors according to the aggregate amounts remaining unpaid on account of the respective Senior Debt held by them, and file, prove and vote or consent in any Proceeding with respect to any and all claims of Subordinated Creditor relating to the Subordinated Debt;

(c) In any bankruptcy or other Proceeding in respect of Debtor, Subordinated Creditor shall not, unless otherwise agreed by the Senior Creditors, (i) file any motion, application or other pleading seeking affirmative relief, including without limitation for the appointment of a trustee or examiner, for the conversion of the case to a liquidation proceeding, for the substantive consolidation of Debtor’s bankruptcy case with the case of any other entity, for the creation of a separate official committee representing only Subordinated Creditor or any other form of affirmative relief of any other kind or nature, or (ii) file any objection or other responsive pleading opposing any relief requested by any Senior Creditor; and

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Form of Intercompany Subordination Agreement

(d) Subordinated Creditor shall execute and deliver to the Senior Creditors such further proofs of claim, assignments of claim and other instruments confirming the authorization referred to in the foregoing **clause (b)**, and any powers of attorney confirming the rights of the Senior Creditors arising hereunder, and shall take such other actions as may be requested by the Senior Creditors in order to enable the Senior Creditors to enforce any and all claims in respect of the Subordinated Debt.

Section 5. Enforcement of Liens. Subordinated Creditor agrees not to foreclose, repossess, sequester, or otherwise take steps or institute any action or proceedings (judicial or otherwise, including without limitation, the commencement of, or joinder in, any Proceeding) to enforce any Liens on assets of Debtor, until the Satisfaction Time.

Section 6. Confirmation of Waiver of Rights of Subrogation. Subordinated Creditor agrees that no payment or distribution to the Senior Creditors pursuant to the provisions of this Subordination Agreement shall entitle Subordinated Creditor to exercise any rights of subrogation in respect thereof, all of which are expressly waived herein, until the Satisfaction Time.

Section 7. Subordination Legend; Further Assurances. Subordinated Creditor and Debtor will further mark their respective books of account in such a manner as shall be effective to give proper notice of the effect of this Subordination Agreement. At the request of the Senior Creditors, Subordinated Creditor will, in the case of any part of the Subordinated Debt which is not evidenced by an instrument or document, cause such Subordinated Debt to be evidenced by an appropriate instrument or instruments endorsed with a legend referencing this Subordination Agreement. If so requested by the Senior Creditors, all instruments evidencing the Subordinated Debt shall be promptly delivered to and held by or on behalf of the Senior Creditors and shall be in suitable form for transfer by delivery. Subordinated Creditor and Debtor will, at its expense and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that Senior Creditors may request, in order to protect any right or interest granted or purported to be granted hereby or to enable the Senior Creditors to exercise and enforce its rights and remedies hereunder.

Section 8. Agreements by Debtor.

(a) Debtor agrees that it will not make any payment of any of the Subordinated Debt under which it is indebted, or take any other action, in contravention of the provisions of this Subordination Agreement.

(b) Debtor agrees that upon request of the Senior Creditors it will promptly deliver to the Senior Creditors a schedule setting forth the amount of the Subordinated Debt under which it is indebted as of the date of such request.

Section 9. Obligations Hereunder Not Affected. All rights and interests of the Senior Creditors hereunder, and all agreements and obligations of Subordinated Creditor and Debtor under this Subordination Agreement, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Senior Debt Loan Document, or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, the Senior Debt, or any other amendment or waiver of or any consent to or departure from the Senior Debt Loan Documents, including, without limitation, any increase in the Senior Debt;

(c) any enforcement of any Senior Debt Loan Document, including the taking, holding or sale of any property or interests in property in or upon which a Lien is granted or purported to be granted, if any, or any termination or release of same;

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor or Subordinated Creditor or third party guarantor or surety.

This Subordination Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Debt is rescinded or must otherwise be returned by the Senior Creditors, or any one of them, upon the insolvency, bankruptcy or reorganization of Debtor or otherwise, all as though such payment had not been made.

Section 10. Waiver.

(a) Subordinated Creditor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to the Senior Debt and this Subordination Agreement and any requirement that the Senior Creditors, or any one of them, exhaust any right or take any action against Debtor or any other Person.

(b) Subordinated Creditor hereby waives any right to require the Senior Creditors, or any one of them, to proceed against Debtor or any other Person, or pursue any other remedy in the power of the Senior Creditors.

Section 11. Amendments, Etc. No amendment or waiver of any provision of this Subordination Agreement nor consent to any departure by Subordinated Creditor or by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent under the Multi-Year Credit Agreement and the Administrative Agent under the 364-Day Credit Agreement and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 12. No Waiver; Remedies. No failure on the part of the Senior Creditors, or any one of them, to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 13. Continuing Agreement; Assignments under the Senior Debt Loan Documents. This Subordination Agreement is a continuing agreement and shall remain in full force and effect until the Satisfaction Time, be binding upon Subordinated Creditor, Debtor and their respective successors and assigns, and inure to the benefit of and be enforceable by the Senior Creditors and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause, each of the Senior Creditors may assign or otherwise transfer in accordance with the Senior Debt Loan Documents all or any portion of their respective rights and obligations under the Senior Debt Loan Documents to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Senior Creditors herein.

Section 14. Counterparts. This Subordination Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Subordination Agreement shall become effective as to each party hereto when a counterpart hereof shall have been signed by such party.

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Form of Intercompany Subordination Agreement

Section 15. GOVERNING LAW AND JURISDICTION. THIS SUBORDINATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS SUBORDINATION AGREEMENT IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT.

Section 16. Waiver of Right to Trial by Jury, Etc. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SUBORDINATION AGREEMENT, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

Section 17. Loan Document. This Subordination Agreement is a Loan Document as defined in the Multi-Year Credit Agreement and a Loan Document as defined in the 364-Day Credit Agreement.

Section 18. ENTIRE AGREEMENT. THIS SUBORDINATION AGREEMENT AND THE OTHER SENIOR DEBT LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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Exhibit F
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Form of Intercompany Subordination Agreement

IN WITNESS WHEREOF, each of Debtor and Subordinated Creditor have caused this Subordination Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above-written.

DEBTOR:

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P. a
Delaware limited partnership

By: _____

Name: _____

Title: _____

Exhibit F

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Form of Intercompany Subordination Agreement

SUBORDINATED CREDITOR:

By: _____
Name: _____
Title: _____

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of August 14, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Sunoco Partners Marketing & Terminals L.P., Sunoco Logistics Partners Operations L.P., Sunoco Logistics Partners L.P., and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.01* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By:

Name:

Title:

Date: , 20

Exhibit G-1

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Form of U.S. Tax Compliance Certificate

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of August 14, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Sunoco Partners Marketing & Terminals L.P., Sunoco Logistics Partners Operations L.P., Sunoco Logistics Partners L.P., and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.01* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By:

Name:

Title:

Date: , 20

Exhibit G-2

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Form of U.S. Tax Compliance Certificate

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of August 14, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Sunoco Partners Marketing & Terminals L.P., Sunoco Logistics Partners Operations L.P., Sunoco Logistics Partners L.P., and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.01* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By:

Name:

Title:

Date: , 20

Exhibit G-3

Page 1

Form of U.S. Tax Compliance Certificate

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of August 14, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Sunoco Partners Marketing & Terminals L.P., Sunoco Logistics Partners Operations L.P., Sunoco Logistics Partners L.P., and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.01* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By:

Name:

Title:

Date: , 20

Exhibit G-4

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Form of U.S. Tax Compliance Certificate

FORM OF SUMMARY HEDGED INVENTORY REPORT

Reference is made to that certain 364-Day Credit Agreement dated August 14, 2012 (as amended and in effect, the "**Agreement**") among Sunoco Partners Marketing & Terminals L.P., a Texas limited partnership (the "**Borrower**"), Sunoco Logistics Partners Operations L.P., a Delaware limited partnership (the "**SXL Operations**"), Sunoco Logistics Partners L.P., a Delaware limited partnership (the "**MLP**"), the Lenders from time to time party thereto, and Citibank, N.A., as Administrative Agent. Terms which are defined in the Agreement are used herein with the meanings given them in the Agreement.

This Report is furnished pursuant to **Section 6.02(d)** of the Agreement. Borrower hereby represents, warrants, acknowledges and agrees to and with Administrative Agent and each Lender that:

1. The officer or agent of the General Partner signing this instrument is the duly elected, qualified and acting authorized officer or agent of the General Partner as indicated below such officer's signature hereto having all necessary authority to act for Borrower.
2. [(a)] The Loan Value described on the attached Schedule as of (the "**Report Date**") is \$, which shall be available to support Loans for the period from the Report Date to .
[(b)] In connection herewith, Borrower is requesting Loans in the aggregate principal amount of \$. The Outstanding Amount of the Loans as of the Report Date (after giving effect to (i) any Loans requested pursuant to any Borrowing Notice delivered in connection herewith and (ii) any anticipated prepayments of principal of any outstanding Loans on the date of any such requested Loans) is \$, which is not in excess of the lesser of (i) the amount set forth in **clause (2)(a)** above and (ii) the Aggregate Commitment as of the date hereof.]
3. The Petroleum Products inventory described on the attached Schedule (identified by transaction date, type of Petroleum Product, volume, hedged price, counterparty code and credit rating, purchase date and sale date) qualifies [(or when purchased with the proceeds of the Borrowing Notice delivered herewith will qualify)] as Hedged Eligible Inventory as defined in the Agreement.
4. The Accounts listed on the attached Schedule (identified by amount, counterparty code and credit rating, date created, date due and whether arising from sales of Hedged Eligible Inventory or Other Petroleum Products) qualify as Eligible Receivables as defined in the Agreement.
5. The Loan Documents have not been modified, amended or supplemented by any unwritten representations or promises, by any course of dealing, or by any other means not provided for in **Section 10.01** of the Agreement. The Agreement and the other Loan Documents are hereby ratified, approved, and confirmed in all respects.

Exhibit H

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Form of Summary Hedged Inventory Report

IN WITNESS WHEREOF, this instrument is executed as of _____ .

SUNOCO PARTNERS MARKETING & TERMINALS L.P.

By: Sunoco Logistics Partners Operations GP LLC, its
General Partner

By: _____
Name: _____
Title: _____

Exhibit H
Page 2
Form of Summary Hedged Inventory Report

FIRST AMENDMENT TO CREDIT AGREEMENT

This FIRST AMENDMENT TO CREDIT AGREEMENT (this "**Amendment**") is entered into effective as of August 14, 2012 (the "**Amendment Effective Date**"), among SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., a Delaware limited partnership, as borrower (the "**Borrower**"), SUNOCO LOGISTICS PARTNERS, L.P., a Delaware limited partnership, as guarantor (the "**Guarantor**"), THE UNDERSIGNED LENDERS, and CITIBANK, N.A., as administrative agent (in such capacity, the "**Administrative Agent**"), as a L/C Issuer (in such capacity, the "**L/C Issuer**") and as Swing Line Lender.

WHEREAS, the Borrower, the Guarantor, the financial institutions from time to time party thereto (collectively, the "**Lenders**"), the Administrative Agent, and the other agents named therein are parties to that certain Credit Agreement dated as of August 22, 2011 (as renewed, extended, amended or restated from time to time, the "**Credit Agreement**");

WHEREAS, the Borrower and the Guarantor have requested that the Credit Agreement be amended to effect the matters described in **Section 2** below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Amendment, terms used in this Amendment which are defined in the Credit Agreement shall have the meanings assigned to such terms in the Credit Agreement. The interpretive provisions set forth in **Section 1.02** of the Credit Agreement shall apply to this Amendment.

SECTION 2. Amendments to the Credit Agreement. Subject to satisfaction of the conditions precedent set forth in **Section 3** of this Amendment, effective as of the Amendment Effective Date, the Credit Agreement is hereby amended as follows:

(a) The definition of "**364-Day Credit Agreement**" set forth in **Section 1.01** of the Credit Agreement is hereby amended by replacing "even date herewith" with "August 14, 2012, or any refinancing thereof".

(b) The definition of "**Change of Control**" set forth in **Section 1.01** of the Credit Agreement is hereby amended by adding at the end thereof the following paragraph:

"Effective automatically upon the consummation of the ETP Acquisition, clauses (a) and (c) of this definition shall read as follows:

'(a) neither Energy Transfer Equity, L.P. nor Energy Transfer Partners, L.P. own, directly or indirectly, 51% of the equity interests of the general partner of the MLP which are entitled to vote for the board of directors or equivalent governing body of such general partner,'

'(c) the management of the MLP or of the Borrower is no longer controlled by either Energy Transfer Equity, L.P. or Energy Transfer Partners, L.P.'"

(c) The definition of "**Consolidated EBITDA**" set forth in **Section 1.01** of the Credit Agreement is hereby amended as follows:

(i) The first sentence of the definition of "**Consolidated EBITDA**" is amended by adding at the end thereof the following:

“; provided, that, Consolidated Net Income and the expenses and other items described in **clauses (b)** through **(d)** shall be adjusted with respect to the portion of Consolidated Net Income and the portion of expenses and other items which are attributable to Subsidiaries of the MLP that are not Wholly-Owned Subsidiaries, so that Consolidated Net Income and the expenses and other items described in **clauses (b)** through **(d)** above reflect only the MLP and its Subsidiaries’ pro rata ownership interest in such Subsidiaries”.

(ii) The second sentence of the definition of “*Consolidated EBITDA*” is amended by (A) beginning a new paragraph, (B) adding at the beginning thereof the words “At Borrower’s option,” and (C) adding the following after the words “to Acquisitions”: “and acquisitions of equity interests in Permitted Joint Ventures”.

(iii) A new sentence is added after the second sentence of the definition of “*Consolidated EBITDA*” as follows: “All pro forma adjustments for Acquisitions and acquisitions of equity interests in Permitted Joint Ventures shall be calculated in good faith by the Borrower and shall be supported by reasonably detailed calculations provided together with the Compliance Certificate for the applicable period.”

(d) The definition of “*Consolidated Net Income*” set forth in *Section 1.01* of the Credit Agreement is hereby amended by (i) replacing the comma after the word “asset” with a period, (ii) deleting the words “In addition,” at the beginning of the second sentence, and (iii) amending and restating the third sentence thereof to read as follows:

“Further, when determining Consolidated Net Income for any fiscal quarter, Consolidated Net Income shall not include any undistributed net income of a Subsidiary of the MLP to the extent that the ability of such Subsidiary to make Restricted Payments to the MLP or to a Subsidiary of the MLP is, as of the date of determination of Consolidated Net Income, restricted by its Organization Documents, any Contractual Obligation (other than pursuant to this Agreement or the 364-Day Credit Agreement), or any applicable Law.”

(e) The definition of “*Consolidated Total Debt*” set forth in *Section 1.01* of the Credit Agreement is hereby amended by adding to the end thereof the following sentence:

“Notwithstanding the foregoing, Indebtedness of a non-Wholly-Owned Subsidiary of the MLP shall be included in Consolidated Total Debt only to the extent of the MLP’s pro rata ownership interest in such non-Wholly-Subsidiary, unless such Indebtedness is recourse to the MLP or any of its Wholly-Owned Subsidiaries, in which case the full amount of such Indebtedness that is recourse shall be included in the calculation of Consolidated Total Debt.”

(f) The definition of “*Continuing Directors*” set forth in *Section 1.01* of the Credit Agreement is hereby amended by (i) deleting the word “or” at the end of *clause (a)*, (ii) replacing the period at the end of *clause (b)* with a semicolon and adding the word “or” at the end thereof, and (iii) adding a new *clause (c)*, as follows:

“(c) was appointed, approved or elected by Energy Transfer Partners, L.P. in connection with the ETP Acquisition.”

(g) The definition of “*Partnership Agreement (Borrower)*” is hereby amended by adding the word “First” before “Amended and Restated Agreement of Limited Partnership”.

(h) The definition of “*Partnership Agreement (MLP)*” is hereby amended and restated in its entirety as follows:

“**Partnership Agreement (MLP)** means the Third Amended and Restated Agreement of Limited Partnership of the MLP, dated as of January 26, 2010, as amended by Amendment No. 1 to Third Amended and Restated Agreement of Limited Partnership of MLP, dated as of July 1, 2011.”

(i) The following definitions are hereby added to *Section 1.01* of the Credit Agreement in appropriate alphabetical order as follows:

“**ETP Acquisition** means a transaction pursuant to which Sunoco becomes a subsidiary of Energy Transfer Partners, L.P. or Energy Transfer Equity, L.P., the material terms of which are consistent with the terms described in the Registration Statement of Energy Transfer Partners, L.P. on Form S-4 filed with the SEC on June 22, 2012, as amended on July 27, 2012.”

“**Specified Affiliate** means each Affiliate of the Borrower other than the Companies.”

(j) The definition of “*Sunoco, Inc. Affiliate*” is hereby deleted and all references thereto are hereby replaced with the words “*Specified Affiliate*”.

(k) The definitions of “*Borrower Operating Agreements*”, “*Contribution Agreement*”, “*Intellectual Property Agreement*”, “*Interrefinery Lease Agreement*”, “*Material Agreement*”, “*Omnibus Agreement*”, “*Sunoco Contract Party*”, “*Sunoco Pipeline L.P.*”, “*Sunoco R&M*”, “*Throughput Agreement*” and “*Unauthorized Assignment*” and all references thereto are hereby deleted in their entirety.

(l) *Section 2.03(a)* of the Credit Agreement (*Borrowings, Conversions and Continuations of Committed Loans*) is hereby amended by (i) replacing the words “one Business Day” in *clause (ii)* with the words “three Business Days”, (ii) replacing the first and third references to “\$500,000” with “\$1,000,000” and (iii) replacing the reference to “\$100,000” with “\$500,000”.

(m) *Section 2.04(a)* of the Credit Agreement (*Optional Prepayments*) is hereby amended by (i) replacing the first and third references to “\$500,000” in *clause (i)* with “\$1,000,000”, (ii) replacing the reference to “\$100,000” in *clause (i)* with “\$500,000”, and (iii) replacing the reference to “\$100,000” in *clause (ii)* with “\$500,000”.

(n) *Section 2.09* of the Credit Agreement is hereby amended by deleting the proviso at the end of the last sentence therein.

(o) *Section 3.04(b)* of the Credit Agreement (*Capital Requirements*) is hereby amended by adding “or liquidity” after “regarding capital”.

(p) *Section 5.09* of the Credit Agreement (*Insurance*) is hereby amended by replacing (i) the words “Sunoco and its Affiliates,” with “a Specified Affiliate” and (ii) the second reference to “Sunoco” with “such Specified Affiliate”.

(q) *Section 5.15* of the Credit Agreement (*Labor Matters*) is hereby amended by replacing the words “Affiliate of Sunoco” with “Specified Affiliate”.

(r) The Credit Agreement is hereby amended to add a new *Section 5.19* as follows:

“**5.19 PATRIOT Act, Etc.**

(a) To the extent applicable, the Loan Parties and each of their Subsidiaries is in compliance in all material respects with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), and any other enabling legislation or executive order relating thereto, and (ii) the USA Patriot Act (Title III of Pub. L. 107-56, as amended). None of the Loan Parties or any of their Subsidiaries, or to the knowledge of any Loan Party, any director or officer of the Loan Parties or any of their Subsidiaries is subject to any sanctions administered by Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”).

(b) No Loan, nor the proceeds from any Loan, has been used, directly or indirectly, to lend, contribute or provide for, or has otherwise made available to, (a) fund any activity or business in a Designated Jurisdiction or (b) fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction, or (c) in any other manner that will result in a violation by any Person (including any Lender, the Arrangers or the Administrative Agent) of Sanctions. As used in this subsection (b), “**Designated Jurisdiction**” means any country or territory to the extent that such country or territory itself is the subject of any Sanctions, and “**Sanctions**” means international economic sanction administered or enforced by OFAC, the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.”

(s) Section 6.02 of the Credit Agreement (Certificates; Other Information) is hereby amended as follows: (i) clause (c) thereof is amended and restated in its entirety to read “[intentionally blank]”, (ii) by renumbering clause (d) thereof as clause (e), and (iii) by adding new clause (d) as follows:

“(d) promptly after consummation of the ETP Acquisition, a certificate signed by a Responsible Officer of the Borrower confirming that the ETP Acquisition has been consummated; and

(t) Section 6.13 of the Credit Agreement (Material Agreements) is hereby deleted in its entirety and Section 6.14 of the Credit Agreement (Maintenance of Separateness) is hereby renumbered as Section 6.13.

(u) Section 7.02 of the Credit Agreement is hereby amended as follows:

(i) Clause (c) is hereby amended by replacing the reference to “Section (c)” with “Sections (b) and (c)”.

(ii) Clause (e) is hereby amended and restated in its entirety as follows:

“(e) Investments made by the Borrower or a Subsidiary of the Borrower not permitted by any other clause of this Section 7.02, provided that the aggregate amount of such Investments made after the Closing Date shall not exceed \$250,000,000;”

(iii) Clause (g) is hereby amended by deleting the word “and” at the end thereof.

(iv) Clause (h) is hereby amended by adding (A) the following after “Treasury Service Agreement”: “or any similar agreement entered into with a Specified Affiliate in replacement thereof” and (B) the word “and” at the end thereof.

(v) Section 7.02 is hereby amended by adding new clause (i) as follows:

“(i) Asset acquisitions by the Borrower or a Subsidiary of the Borrower;”

(v) *Section 7.04(a)* of the Credit Agreement (Indebtedness of Subsidiaries) is hereby amended by deleting the words “Wholly-Owned”.

(w) *Section 7.05* of the Credit Agreement (Fundamental Changes) is hereby amended (i) by replacing the words “its assets” with “the assets of the Borrower or any Subsidiary of the Borrower determined based upon the assets of the Borrower and its Subsidiaries on a consolidated basis,” (ii) by deleting the word “and” at the end of *clause (a)* (iii) by renumbering *clause (b)* thereof as *clause (c)*, and (iv) by adding new *clause (b)* as follows:

“(b) mergers and consolidations with another Person, provided that in any merger or consolidation involving (i) the Borrower, the Borrower is the surviving entity, or (ii) any Subsidiary, (A) such Subsidiary is the surviving entity, or (B) such Person, upon completion of the merger or consolidation, will be a Subsidiary; and”

(x) *Section 7.10* of the Credit Agreement (Transactions with Affiliates) is hereby amended (i) by deleting the word “and” at the end of *clause (b)* (ii) by renumbering *clause (c)* thereof as *clause (d)* and (iii) by adding new *clause (c)* as follows:

“(c) any transaction between or among the Borrower or any Subsidiary on one hand and any non-Wholly-Owned Subsidiary of the Borrower on the other hand, which transaction does not involve any other Affiliate of the Borrower (other than the Companies), provided that such transactions in the aggregate could not reasonably be expected to have a Material Adverse Effect,”

(y) *Section 7.11* of the Credit Agreement (Burdensome Agreements) is hereby amended by (i) adding the following after the words “make Restricted Payments to the Borrower”: “or to any Subsidiary of the Borrower”, (ii) adding the following after the words “otherwise transfer property to the Borrower”: “or to any Subsidiary of the Borrower”, (iii) by deleting “and” at the end of *clause (v)*, and (iv) by adding new *clauses (vii)* through *(x)* as follows:

“(vii) customary restrictions and conditions contained in agreements relating to the sale of the equity interests or assets of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder; (viii) restrictions contained in, or existing by reason of, any agreement or instrument relating to any Subsidiary at the time such Subsidiary was merged or consolidated with or into, or acquired by, the Borrower or a Subsidiary or became a Subsidiary and not created in contemplation thereof; (ix) restrictions contained in the Organization Documents of Subsidiaries that are not Wholly-Owned; and (x) customary restrictions and conditions contained in Contractual Obligations governing Indebtedness, provided that such limitations, taken together with all other restrictions of any kind on the ability of a Subsidiary to make Restricted Payments or otherwise transfer property to the Borrower or to a Subsidiary could not reasonably be expected to (a) result in a breach of **Section 7.14** or (b) impair the ability of the Borrower to perform its monetary obligations under this Agreement.”

(z) *Section 7.13* of the Credit Agreement (Organizational Documents; Material Agreements) is hereby amended and restated in its entirety as follows:

“**7.13 Organization Documents.** Permit any amendment to any Organization Document of the Borrower or the MLP if such amendment could reasonably be expected to materially adversely affect the rights and the remedies of the Lenders under the Loan Documents or have a Material Adverse Effect.”

(aa) Section 8.01 of the Credit Agreement (Events of Default) is hereby amended as follows:

- (i) Section 8.01(e) of the Credit Agreement (Cross-Default) is hereby amended by replacing the references to “\$10,000,000” with “\$50,000,000”.
- (ii) Section 8.01(h) of the Credit Agreement (Judgments) is hereby amended by replacing the reference to “\$20,000,000” with “\$25,000,000”.
- (iii) Section 8.01(i) of the Credit Agreement (ERISA) is hereby amended by replacing the references to “\$15,000,000” with “\$25,000,000”.
- (iv) Section 8.01(l) of the Credit Agreement (Dissolution) is amended by replacing the semicolon therein with a period and deleting the word “or”.
- (v) Section 8.01(m) of the Credit Agreement (Borrower Operating Agreements; Omnibus Agreement) is hereby deleted in its entirety.

(bb) Section 10.07(b)(iii)(A) of the Credit Agreement (Required Consents) is hereby amended by adding the following at the end thereof: “provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof;”.

(cc) Section 10.07(d) of the Credit Agreement (Participations) is hereby amended by replacing the words “an agent” in the sixth sentence with the words “a non-fiduciary agent”.

(dd) Section 10.15(b) of the Credit Agreement (Governing Law) is hereby amended by deleting the last sentence therein.

(ee) Section 10.16 of the Credit Agreement (Waiver of Right to Trial by Jury; Etc.) is hereby amended by adding the following at the end thereof: “, PROVIDED THAT ANY SUCH WAIVER SHALL NOT LIMIT OR OTHERWISE IMPAIR EACH OF THE BORROWER’S AND THE MLP’S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE FOR ANY SUCH DAMAGES ASSERTED AGAINST SUCH INDEMNITEE BY A THIRD PARTY”.

(ff) Schedule 1 to Exhibit C of the Credit Agreement (Compliance Certificate) is hereby amended as set forth below. A copy of Schedule 1 as amended is attached hereto as **Exhibit A**. The Schedule 1 is hereby amended as follows:

(i) by inserting footnote 1 at the end of *Item II.A.1* to read as follows: “In the event that any Subsidiary is restricted from making Restricted Payments to the MLP or the Borrower, please include on a separate schedule the name of the Subsidiary and the amount of Consolidated Net Income that is to be excluded.”

(ii) by revising *Item II.A.6* to read as follows: “Pro forma adjustments to EBITDA for Acquisitions and acquisitions of equity interests in Permitted Joint Ventures during the Subject Period:”.

(iii) by inserting footnote 2 at the end of *Item II.A.6* to read as follows: “In the event that any pro forma adjustments are made, please include on a separate schedule reasonably detailed calculations for such pro forma adjustments.”

SECTION 3. Conditions of Effectiveness. This Amendment shall be effective on the Amendment Effective Date, provided that (a) the Administrative Agent shall have received a counterpart of this Amendment executed by each of the Borrower, the Guarantor, the Administrative Agent, the L/C Issuers, the Swing Line Lender and the Required Lenders (which may be by electronic transmission), and (b) the Borrower shall have paid any fees due and payable at the Amendment Effective Date.

SECTION 4. Acknowledgment and Ratification. The Borrower and the Guarantor agree and acknowledge that the execution, delivery, and performance of this Amendment shall, except as expressly provided herein, in no way release, diminish, impair, reduce, or otherwise affect the obligations of the Borrower or the Guarantor under the Loan Documents to which it is a party, which Loan Documents shall remain in full force and effect. The Guarantor ratifies the Guaranty executed by it and confirms that such Guaranty remains in full force and effect.

SECTION 5. Loan Parties' Representations and Warranties. Each of the Borrower and the Guarantor represents and warrants to the Lenders that as of the Amendment Effective Date and as of the date of its execution of this Amendment, that:

(a) This Amendment, the Credit Agreement as amended hereby, and each other Loan Document to which such Loan Party is a party have been duly authorized, executed and delivered by such Loan Party and constitute its legal, valid and binding obligations enforceable against it in accordance with their respective terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and to general principles of equity).

(b) Each of the representations and warranties set forth in the Credit Agreement and in the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Amendment Effective Date, after giving effect to this Amendment, as if made on and as of the Amendment Effective Date except to the extent such representations and warranties relate solely to an earlier date, in which case, they shall be true and correct as of such date.

(c) As of the date hereof, at the time of and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 6. Administrative Agent, L/C Issuers and Lenders Make No Representations or Warranties. None of the Administrative Agent, any L/C Issuer nor any Lender (a) makes any representation or warranty nor assumes any responsibility with respect to any statements, warranties, or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency, or value of the Credit Agreement, the Loan Documents, or any other instrument or document furnished pursuant thereto, or (b) makes any representation or warranty nor assumes any responsibility with respect to the financial condition of the Borrower or any other Person or the performance or observance by such Persons of any of their obligations under the Loan Documents, or any other instrument or document furnished pursuant thereto.

SECTION 7. Costs. The Borrower agrees to pay the Attorney Costs of the Administrative Agent and all other reasonable costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment. The Borrower agrees to pay such amounts on the Amendment Effective Date to the extent the Borrower has received an invoice for such amounts prior to the Amendment Effective Date.

SECTION 8. Effect of Amendment.

(a) This Amendment (i) except as expressly provided herein, shall not be deemed to be a consent to the modification or waiver of any other term or condition of the Credit Agreement or of any of the instruments or agreements referred to therein and (ii) shall not prejudice any right or rights which the Administrative Agent or the Lenders may now have under or in connection with the Credit Agreement, as amended by this Amendment. Except as otherwise expressly provided by this Amendment, all of the terms, conditions and provisions of the Credit Agreement shall remain the same, and the Credit Agreement, as amended hereby, shall continue in full force and effect. This Amendment and such Credit Agreement shall be read and construed as one instrument.

(b) From and after the Amendment Effective Date, each reference in the Credit Agreement, including the schedules and exhibits thereto and the other documents delivered in connection therewith, to the "Credit Agreement," "this Agreement," "hereunder," "hereof," "herein," or words of like import, shall mean and be a reference to the Credit Agreement as amended hereby.

SECTION 9. Miscellaneous. This Amendment shall be governed by and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within such state, and applicable federal law. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof. This Amendment may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 10. Entire Agreement. THE CREDIT AGREEMENT (AS AMENDED BY THIS AMENDMENT) AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[SIGNATURES BEGIN ON NEXT PAGE]

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

BORROWER:

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

By: SUNOCO LOGISTICS PARTNERS GP LLC, its General Partner

By: _____
Name:
Title:

GUARANTOR:

SUNOCO LOGISTICS PARTNERS L.P., a Delaware limited partnership

By: SUNOCO PARTNERS LLC, its General Partner

By: _____
Name:
Title:

Signature Page to First Amendment to Credit Agreement

CITIBANK, N.A., as Administrative Agent, a Lender, L/C
Issuer and Swing Line Lender

By: _____
Name:
Title:

Signature Page to First Amendment to Credit Agreement

By: _____
Name: _____
Title: _____

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature Page to First Amendment to Credit Agreement

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Title: _____

By: _____
Name: _____
Title: _____

Signature Page to First Amendment to Credit Agreement

By: _____
Name: _____
Title: _____

Signature Page to First Amendment to Credit Agreement

For the Quarter/Year ended (“Statement Date”)

SCHEDULE 1
to the Compliance Certificate
(\$ in 000’s)

I. Section 7.04(d) – Indebtedness of Subsidiaries		
A.	Consolidated EBITDA for the most recent four fiscal quarters: (Line II.A below)	\$ _____
B.	Consolidated EBITDA shown in Line I.A, times 0.75:	\$ _____
C.	Actual Principal Amount of Indebtedness of Subsidiaries: (may not exceed the amount set forth in Line I.B above)	\$ _____
II. Calculation of Consolidated EBITDA for four consecutive fiscal quarters ending on the Statement Date (“ Subject Period ”)		
A.	Consolidated EBITDA (Sum of Line II.A.1 through Line II.A.7):	\$ _____
1.	Consolidated Net Income for Subject Period: ¹	\$ _____
2.	Consolidated Interest Charges for Subject Period:	\$ _____
3.	Provision for income taxes for Subject Period:	\$ _____
4.	Depreciation expenses for Subject Period:	\$ _____
5.	Amortization expenses for Subject Period:	\$ _____
6.	Pro forma adjustments to EBITDA for Acquisitions and acquisitions of equity interests in Permitted Joint Ventures during the Subject Period: ²	\$ _____
7.	Material Project EBITDA Adjustments:	\$ _____

¹ In the event that any Subsidiary is restricted from making Restricted Payments to the MLP or the Borrower, please include on a separate schedule the name of the Subsidiary and the amount of Consolidated Net Income that is to be excluded.

² In the event that any pro forma adjustments are made, please include on a separate schedule reasonably detailed calculations for such pro forma adjustments.

Exhibit A

III. **Section 7.14** – Leverage Ratio

- A. Indebtedness (other than Indebtedness set forth in **clause (b)** of the definition thereof): \$ _____
- B. Designated Hybrid Securities (not to exceed 15% of Total Capitalization): \$ _____
 - 1. Face amount of Hybrid Securities: \$ _____
 - 2. Total Capitalization: \$ _____
 - 3. Consolidated Net Worth (used in calculating Total Capitalization): \$ _____
 - 4. Partners' capital of the MLP (used in computing Consolidated Net Worth): \$ _____
- C. Indebtedness under the 364-Day Credit Agreement: \$ _____
- D. Consolidated Total Debt (Line III.A – Line III.B – Line III.C): \$ _____
- E. Excluded Affiliate Debt: \$ _____
- F. Consolidated EBITDA (Line II.A. above): \$ _____
- G. Leverage Ratio ((Line III.D – Line III.E) ÷ Line III.F): _____ to 1.0
 - Maximum permitted 5.00:1.0
 - During a period that is not an Acquisition Period 5.50:1.0
 - During an Acquisition Period:

If an Acquisition Period is in effect, please attach separate sheet showing relevant calculations and compliance.

Exhibit A



Christopher Curia
Senior Vice President
Human Resources
800 E. Sonterra Blvd., Suite 400
San Antonio, Texas 78258-3941
(210) 403-7331

October 4, 2012

Michael J. Hennigan
c/o Sunoco Partners, L.P.
1818 Market Street
Philadelphia, PA 19103

Dear Mike:

As you know, the merger (the "Merger") contemplated pursuant to the Agreement and Plan of Merger, dated as of April 29, 2012, as amended, by and among Energy Transfer Partners, L.P. ("Energy Transfer"), Sam Acquisition Corporation, Energy Transfer Partners GP, L.P., Sunoco, Inc. ("Sunoco"), and, for certain limited purposes set forth therein, Energy Transfer Equity, L.P. is expected to be completed on or before November 1, 2012 (the "Closing Date"). Sunoco will become a wholly owned indirect subsidiary of Energy Transfer upon the completion of the Merger. On the Closing Date, an affiliate of Energy Transfer will become the general partner of Sunoco Partners LLC ("SXL"). In connection with the Merger, Energy Transfer would like to offer you the opportunity to continue your employment as a member of the Energy Transfer family of companies as President and Chief Executive Officer of SXL. In this capacity, you will report to the Board of Directors of SXL.

In the event that you wish to accept this offer, the key elements of your employment are summarized below:

1. Your salary will be \$21,153.85 per pay period, \$550,000 on an annual basis.
2. As a regular, full-time employee of the Energy Transfer family of companies, in 2012, you will be eligible to participate in the Energy Transfer Bonus Plan, which may be amended from time to time ("Bonus Plan"). Your current bonus target will be 100% of annual base salary. Your 2012 bonus will be net of the amount you receive under the Sunoco Partners LLC Annual Incentive Plan for 2012. Bonus targets and bonus payments under the Bonus Plan will be discretionary, and generally will be based upon performance compared to stated objectives and certain other factors as may be determined from time to time.

3. You hereby voluntarily and knowingly agree that Section 1.20 of the Sunoco Partners LLC Special Executive Severance Plan (the "SXL SESP") shall be amended with respect to your right to receive benefits under the SXL SESP as follows:

(i) Section 1.20(b) shall be amended to provide:

"(b) a termination of employment by the Participant that occurs from and after the Closing Date for one or more of the following reasons:

(1) a change in the Participant's job title; or

(2) a reduction by the Company in the Participant's annual salary as provided in Section 1 of the Offer Letter, or bonus target, as provided in Section 2 of this Offer Letter; or

(3) a reduction in the value of the Participant's bonus and equity compensation opportunities in the aggregate as provided in the Offer Letter; *provided, however*, that in the case of any such termination of employment by the Participant under this subparagraph (b), such termination shall not be deemed to be a Qualifying Termination unless the termination occurs within 120 days after the occurrence of the event or events constituting the reason for the termination; or"

(ii) The final paragraph of Section 1.20 shall be amended to provide:

"A Participant's mental or physical incapacity following the occurrence of an event described in (b) above shall not affect the Participant's ability to have a Qualifying Termination. As used in this Section 1.20, a "termination of employment" means a separation from service as defined in Code Section 409A and the regulations issued thereunder. As used in this Section 1.20, "Closing Date" means the date of the consummation of the merger contemplated pursuant to the Agreement and Plan of Merger, dated as of April 29, 2012, as amended, by and among Energy Transfer Partners, L.P. ("Energy Transfer"), Sam Acquisition Corporation, Energy Transfer Partners GP, L.P., Sunoco, Inc., and, for certain limited purposes set forth therein, Energy Transfer Equity, L.P., which is expected to be completed on or before November 1, 2012. As used in this Section 1.20, "Offer Letter" means the Participant's offer letter dated **October 4, 2012** with Energy Transfer."

(iii) Section 3.1(c) shall be amended to provide:

"(c) \$3,026,793."

The foregoing amendment shall be binding on you, your descendants, ancestors, dependents, heirs, executors, administrators, assigns and successors. In addition, you will have the right to receive payments and benefits under the SXL SESP if your employment is terminated by SXL by reason of your death or Disability (as defined in the SXL SESP) after the Closing Date and before the Initial Vesting Date (as defined in Section 4, below).

In the event of a change in control (as defined in Section 1.409A-3(i)(5) of the Treasury Regulations) of SXL after the Closing Date and before the Initial Vesting Date (as defined in Section 4, below), to the extent that you have not already received your payments and benefits under the SXL SESP by the Initial Vesting Date, all such payments and benefits shall be paid to you on the Initial Vesting Date.

Except as provided in this Section 3, you agree to waive all rights to payments and benefits (x) under the SXL SESP that would be attributable to a change in control occurring after the Closing Date, (y) under the Sunoco Partners LLC Executive Involuntary Severance Plan, and (z) the Sunoco Partners LLC Involuntary Termination Plan.

4. Upon commencement of your employment with the Energy Transfer family of companies following the Closing Date, you will receive an award of 90,000 restricted units of SXL (the "Restricted Unit Award"), which will be issued under the Sunoco Partners LLC Long-Term Incentive Plan (the "SXL LTIP"). The Restricted Unit Award is subject to the terms of the official unit award letter evidencing such grant. The Restricted Unit Award will be effective December 5, 2012 and will vest (and be distributed) based on your continued employment with the Energy Transfer family of companies over the following schedule:

<u>Date</u>	<u>Vested Percentage</u>
First day following the two-year anniversary of the Closing Date (the "Initial Vesting Date")	40%
December 5, 2015	60%
December 5, 2016	80%
December 5, 2017	100%

5. The Restricted Unit Award will entitle you to receive a quarterly cash distribution on the unvested portion of the common units subject to the Unit Award in an amount equal to the cash distribution per common unit made by SXL on its issued and outstanding units each quarter. Notwithstanding the foregoing, any such cash distributions payable on the unvested common units subject to the Restricted Unit Award prior to the Initial Vesting Date shall not be so paid and instead shall be accumulated in an account on your behalf in the ETP Plan (as defined in Section 7, below) and held in the Energy Transfer Rabbi Trust (as defined in Section 8, below), and such account shall be paid to you on the Initial Vesting Date.

In the event of (i) a change in control (as defined in Section 1.409A-3(i)(5) of the Treasury Regulations) of SXL, (ii) a termination of your employment by SXL (directly or through action by Energy Transfer or any of its affiliates) without cause, (iii) your death, or (iv) your Disability (as defined in Section 1.409A-3(i)(4) of the Treasury Regulations), in each case after the Initial Vesting Date and while you are employed by the Energy Transfer family of companies, all restricted units subject to the Restricted Unit Award shall be immediately 100% vested. In addition, to the extent that you elect to terminate your employment with the Energy Transfer family of companies at any time after the three-year anniversary of the Closing Date, all restricted units subject to the Restricted Unit Award shall be immediately 100% vested.

6. Effective on the second day prior to the Closing Date (the "Waiver Date") and except as provided in Section 9, you hereby unconditionally and irrevocably waive any and all existing and future rights to the benefits and payments that you may be entitled to receive, and any change in control pension improvements, under the following plans (the "Sunoco Non-Account Balance Plans"):

- Sunoco, Inc. Executive Retirement Plan; and
- Sunoco, Inc. Pension Restoration Plan.

You acknowledge that, as a result of your waiver in this Section 6, Sunoco is not required to fund the rabbi trust (the "Sunoco Rabbi Trust") established pursuant to the Deferred Compensation and Benefits Trust Agreement by and among Sunoco, The Bank of New York Mellon (f/k/a Mellon Trust of New England, N.A.) and Towers Watson Pennsylvania Inc. (f/k/a Towers, Perrin, Forster & Crosby, Inc.), as amended (the "Sunoco Rabbi Trust Agreement") with respect to any benefits on your behalf under the Sunoco Non-Account Balance Plans. For purposes of clarity, Sunoco remains obligated to fund the Sunoco Rabbi Trust on your behalf with respect to any other plans referenced in the Sunoco Rabbi Trust Agreement.

7. On the Waiver Date, ETP shall credit an amount equal to the present value of your accrued benefits, excluding any change in control pension improvements, under the Sunoco Non-Account Balance Plans (the "Converted Benefit") to an account established in your name and for your benefit under the Energy Transfer Partners Deferred Compensation Plan for Former Sunoco Executives (the "ETP Plan"). The Converted Benefit shall equal \$2,789,413. The ETP Plan shall provide that (i) as of the Closing Date, you will be 100% vested in the Converted Benefit and any investment earnings attributable thereto; (ii) you will accrue interest and earnings in the ETP Plan account to which your Converted Benefit is credited commencing one week after the Closing Date; and (iii) the time and form of payment of your Converted Benefit and any investment earnings attributable thereto shall be the same as the time and form of payment of your accrued benefits under the Sunoco Non-Account Balance Plans so as to avoid a violation of Section 409A of the Internal Revenue Code of 1986, as amended. The crediting of your account under the ETP Plan shall be in full satisfaction of your rights under the Sunoco Non-Account Balance Plans.

8. On or prior to the Waiver Date, Energy Transfer shall contribute an amount to a rabbi trust established by Energy Transfer (the "Energy Transfer Rabbi Trust") which is equal to the value of the Converted Benefit.

9. In the event that the Merger is not consummated by November 1, 2012, the parties shall be restored to their respective positions prior to this offer letter. Accordingly, in such an event, (a) your waiver described in Section 6 is automatically revoked, and your pre-Merger benefits in the Sunoco Non-Account Balance Plans will be restored, (b) your benefit under the ETP Plan, as described in Section 7, is automatically forfeited, and (c) Energy Transfer shall be entitled to recover any amounts contributed on your behalf to the Energy Transfer Rabbi Trust under Section 8.

10. In addition to the initial Restricted Unit Award described in Section 4, you will be eligible to participate, on a discretionary basis, in the SXL LTIP which allows for the grant of subsequent awards having such terms as determined by the Compensation Committee of the Board of SXL. As President and Chief Executive Officer of SXL, you would be eligible annually to receive annual unit awards with a value equal to 200% to 300% of your annual salary provided, however, that the Board of Directors of SXL may decide, in its discretion, to provide a higher number (such awards are subject to a five year graded vesting period). As noted above, awards under the SXL LTIP are discretionary.
11. Upon your termination of employment with the Energy Transfer family of companies, you will be eligible for retiree medical benefits under the Sunoco, Inc. Retiree Medical Program, subject to all of the terms and conditions of that Program.
12. You will have the opportunity to participate in the employee benefit plans, including nonqualified deferred compensation, retirement, health and other welfare benefit plans, offered to similarly situated executives of Energy Transfer.
13. You will receive the same paid holidays as offered to similarly situated executives of Energy Transfer based on Energy Transfer's Holiday Policy.
14. Vacation eligibility for the remainder of 2012 shall be the same as the vacation to which you were entitled as an SXL employee prior to the completion of the Merger. You are able to use this vacation anytime during the calendar year; however, no more than 40 hours may be carried over to future years.
15. Starting in 2013, your current vacation eligibility will be grandfathered; however, any increase in vacation eligibility will be subject to Energy Transfer's vacation policy. You will be given a Policy Manual that outlines Energy Transfer's policies and procedures, including the applicable vacation policy.

In consideration this offer, please take note of and consider the following:

- Energy Transfer has a binding arbitration policy for its family of companies, that requires SXL and each employee to arbitrate any and all disputes between SXL and an employee, arising out of or in any way related to an employee's employment with SXL or termination of employment with SXL. Upon your acceptance of this offer, you will be given a copy of the binding arbitration policy and be required to provide written acknowledgement of receipt of this policy.
- The employment relationship between you and the Energy Transfer family of companies shall be at-will. That means that either you or Energy Transfer may terminate your employment relationship at any time with or without notice, with or without cause, and for any reason or for no reason. Statements in this offer letter or other documents do not constitute or imply an employment contract and should not be relied upon by employees under any circumstances as altering or superseding the "at will" employment policy. The terms and conditions stated above constitute the entire offer of employment. Any promises, conditions, prerequisites, or statements made prior to this offer and not expressly stated within this offer of employment should not be considered binding upon Energy Transfer or any of its affiliated companies.

- This offer letter highlights the benefit plans currently offered to SXL employees, but does not contain all of the details. The terms of the plan documents govern the specifics of the plans and are available to you upon request. Energy Transfer or its affiliate) reserves the right to amend, modify, suspend or terminate any of the benefit plans at any time. Additionally, certain factors may impact your eligibility to participate in certain compensation and benefits plans. These factors include, but are not limited to your compensation, position, beginning date of employment, hours worked, and prior or continued participation in another employer's plans.
- While you are employed with the Energy Transfer group of companies, you agree not to participate directly or indirectly in any endeavor that is similar or competitive to the business or activity of Energy Transfer or its subsidiaries or affiliates, whether as a principal, consultant, advisor, officer or any similar capacity, unless specifically approved by Energy Transfer.

Before accepting this offer of employment, you should consider its terms and conditions carefully. Energy Transfer encourages you to visit with your family, financial advisor, attorney, and/or anyone else you may deem appropriate in making a decision.

If you decide to accept this offer of continued employment, please sign and date (i) two copies of this offer letter, and return these two (2) original hard copies to Christopher Curia at 800 E. Sonterra Blvd., Suite 100, San Antonio, Texas 78258 or facsimile at 210-403-7531 on the Closing Date.

Sincerely,

/s/ Christopher R. Curia

Christopher R. Curia
SVP—Human Resources

CONTINUED EMPLOYMENT ACCEPTANCE STATEMENT

I, Michael J. Hennigan, do hereby accept this offer of continued employment and acknowledge that I have read the above described offer letter.

I further certify that I have not signed an agreement of confidentiality, covenant not to compete, nor any other type of agreement with restrictive covenants of any kind or nature with any of my employers, past or present, or any third parties, that would restrict, prevent, or otherwise preclude my employment with the Energy Transfer family of companies.

/s/ Michael J. Hennigan

MICHAEL J. HENNIGAN

10-4-2012

DATE

SUNOCO PARTNERS LLC

LONG-TERM INCENTIVE PLAN

Amended and restated as of October 24, 2012

SUNOCO PARTNERS LLC

LONG-TERM INCENTIVE PLAN

SECTION 1. Purpose of the Plan.

The Sunoco Partners LLC Long-Term Incentive Plan (the “Plan”) is intended to promote the interests of Sunoco Logistics Partners L.P., a Delaware limited partnership (the “Partnership”), by providing to Eligible Recipients with superior performance incentive awards that are based on Units. The Plan is also intended to enhance the ability of the Company and its Affiliates to attract and retain employees whose services are key to the growth and profitability of the Partnership, and to encourage them to devote their best efforts to the business of the Partnership, thereby advancing the Partnership’s interests.

SECTION 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

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

2.2 “Award” means a grant of one or more Options or Restricted Units pursuant to the Plan, and shall include any tandem DERs granted with respect to such Award.

2.3 “Board” means the Board of Directors of the Company.

2.4 “Cause” means:

(i) fraud or embezzlement on the part of the Participant;

(ii) conviction of or the entry of a plea of *nolo contendere* by the Participant to any felony;

(iii) the willful and continued failure or refusal by the Participant to perform substantially the Participant’s duties with the Company or an Affiliate thereof (other than any such failure resulting from incapacity due to physical or mental illness, or death, or following notice of employment termination by the Participant for Good Reason) within thirty (30) days following the delivery of a written demand for substantial performance to the Participant by the Board, or any employee of the Company or an Affiliate with supervisory authority over the Participant, that specifically identifies the manner in which the Board or such supervising employee believes that the Participant has not substantially performed the Participant’s duties; or

(iv) any act of willful misconduct by the Participant which:

(a) is intended to result in substantial personal enrichment of the Participant at the expense of the Partnership, the Company, or any of their Affiliates; or

(b) has a material adverse impact on the business or reputation of the Partnership, the Company, or any Affiliate thereof (such determination to be made by the Partnership, the Company or any such Affiliate in the good faith exercise of its reasonable judgment).

2.5 “Change of Control” means, and shall be deemed to have occurred upon the occurrence of one or more of the following events:

(i) the consolidation, reorganization, merger or other transaction pursuant to which more than 50% of the combined voting power of the outstanding equity interests in the Company cease to be owned by ETP and/or its Affiliates;

(ii) a “Change in Control” of Energy Transfer Partners, L.L.C. under the ETP 2008 Long-Term Incentive Plan; or

(iii) the general partner (whether the Company or any other Person) of the Partnership ceases to be an Affiliate of ETP.

2.6 “Committee” means the Compensation Committee of the Board, such subcommittee thereof, or such other committee of the Board as may be appointed from time to time to administer the Plan.

2.7 “Company” means Sunoco Partners LLC, a Pennsylvania limited liability company.

2.7 “DER” or “Distribution Equivalent Right” means the contingent right, granted in tandem with a specific Restricted Unit, to receive an amount in cash equal to the cash distributions made by the Partnership with respect to a Unit during the period such Restricted Unit is outstanding.

2.8 “Director” means a member of the Board who is not an Employee.

2.9 “Eligible Recipient” has the meaning set forth in Section 5.

2.10 “Employee” means an employee of the Company or one or more of its Affiliates.

2.11 “ETP” means Energy Transfer Partners, L.P., a Delaware limited partnership and the owner of a 100% membership interest in the Company.

2.12 “Exchange Act” means the Securities Exchange Act of 1934, as amended.

2.13 “Fair Market Value” means, as of any date and in respect of any Unit, the opening price of a Unit on such date (which price shall be the closing price of a Unit on the previous trading day, as reflected in the consolidated trading tables of The Wall Street Journal or any other publication selected by the Committee). If there is no sale of Units on the New York Stock Exchange for more than ten (10) days immediately preceding such date, or if deemed appropriate by the Committee for any other reason, the Fair Market Value of such Units shall be as determined in good faith by the Committee in such other manner as it may deem appropriate.

2.14 “Member” means, as of any date, any Person that has executed the limited liability company operating agreement of the Company (the “LLC Agreement”) as a member of the Company, and thereafter been admitted to the Company as a member as provided in the LLC Agreement, but such term does not include any Person who has ceased to be a member in the Company.

2.15 “Option” means an option to purchase Units granted under the Plan.

2.16 “Participant” means any Eligible Recipient granted an Award under the Plan.

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

2.18 “Qualifying Termination” means, with respect to the employment of a Participant, any of the following:

(a) a termination of employment by the Company or one of its Affiliate within two (2) years after a Change of Control, other than for Cause, death or disability; or

(b) a termination of employment by the Participant within two (2) years after a Change of Control for one or more of the following reasons:

(1) the material reduction of the Participant's authorities, duties, or responsibilities as an executive officer and/or officer of the Company or one of its Affiliate from those in effect as of ninety (90) calendar days prior to a Change in Control, other than (i) an insubstantial reduction, or (ii) an inadvertent reduction that is remedied by the Company or one of its Affiliates promptly after receipt of notice thereof given by the Participant; provided, however, that any reduction in the foregoing resulting from the acquisition of the Company or one of its Affiliates and its existence as a subsidiary or division of another entity shall not be sufficient to constitute a Qualifying Termination; or

(2) with respect to any Participant who is a member of the Company's board of directors immediately prior to the Change of Control, any failure of the members of the Company to elect or re-elect, or of the Company to appoint or re-appoint, the Participant as a member of such board of directors;

(3) a reduction by the Company or one of its Affiliate, in either the Participant's annual base salary or guideline (target) bonus as in effect immediately prior to the Change of Control; or

(4) the failure of the Company or one of its Affiliates to provide the Participant with employee benefits and incentive compensation opportunities that:

(i) are not less favorable than those provided to other executives who occupy the same grade level at the Company or one of its Affiliates as the Participant, or if the grade levels of the Company or its Affiliates are no longer applicable, to a similar peer group of the executives of the Company; and

(ii) provide the Participant with benefits that are at least as favorable, measured separately for:

(A) incentive compensation opportunities,

(B) savings and retirement benefits,

(C) welfare benefits, and

(D) fringe benefits and vacation

as the most favorable of each such category of benefit in effect for the Participant at any time during the 120-day period immediately preceding the Change of Control; or

(5) the Company or one of its Affiliates requires the Participant to be based anywhere other than the Participant's present work location or a location within thirty-five (35) miles from the present location; or the Company or one of its Affiliates requires the Participant to travel on Company business to an extent substantially more burdensome than such Participant's travel obligations during the period of twelve (12) consecutive months immediately preceding the Change of Control;

provided, however, the Participant may not terminate under this subparagraph (b) unless he or she has given written notice delivered to the Partnership, the Company or their Affiliates, as appropriate, of the action or inaction giving rise to such termination, such notice to state with specificity the nature of the breach, failure or refusal, and such action or inaction is not corrected within thirty (30) days thereafter; *provided further* that such termination shall not be deemed to be a Qualifying Termination unless the termination occurs within 120 days after the occurrence of the event or events constituting the reason for the termination; or

(c) before a Change of Control, a termination of employment by the Company or one of its Affiliates, other than a termination for Cause, or a termination of employment by the Participant for one of the reasons set forth in (b) above, if the affected Participant can demonstrate that such termination or circumstance in (b) above leading to the termination:

(1) was at the request of a third party with which the Company had entered into negotiations or an agreement with regard to a Change of Control; or

(2) otherwise occurred in connection with a Change of Control;

provided, however, that in either such case, a Change of Control actually occurs within one (1) year following the Employment Termination Date.

Any good faith determination made by the Participant that the Participant has experienced a Qualifying Termination pursuant to Section 2.18(b) shall be conclusive. A Participant's mental or physical incapacity following the occurrence of an event described above in (b) above shall not affect the Participant's ability to have a Qualifying Termination. As used in this Section 2.18, a "termination of employment" means a separation from service as defined in Code Section 409A and the regulations issued thereunder.

2.17 "Restricted Period" means the period established by the Committee with respect to an Award during which the Award either remains subject to forfeiture or is not exercisable by the Participant.

2.18 "Restricted Unit" means a phantom, or notional, unit granted under the Plan which is equivalent in value and in distribution rights to a Unit and which, upon vesting, entitles the Participant to receive a Unit or its Fair Market Value in cash, as determined in the sole discretion of the Committee.

2.19 "Rule 16b-3" means Rule 16b-3 promulgated by the SEC under the Exchange Act, or any successor rule or regulation thereto as in effect from time to time.

2.20 "SEC" means the Securities and Exchange Commission, or any successor thereto.

2.21 "Specified Employee" shall mean each of the following: the Chief Executive Officer; the President and Chief Operating Officer; the Chief Financial Officer; the Vice President, Operations; the Vice President, Business Development; the Vice President, Lease Acquisition and Marketing; the Vice President, General Counsel and Secretary; the Vice President, Human Resources and Administration; the Chief Information Officer; the Treasurer; and the Controller (designated pursuant to the election of an alternative method specified in Treasury Regulation Sections 1.409A-1(i)(5) and 1.409A-1(i)(8)).

2.22 "Unit" means a common unit of the Partnership.

SECTION 3. Administration.

The Plan shall be administered by the Committee. Annual grant levels for Participants will be recommended to the Committee by the Chief Executive Officer. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to:

- (i) designate Eligible Recipients and Participants;
- (ii) determine the type or types of Awards to be granted to a Participant;
- (iii) determine the number of Units to be covered by Awards;
- (iv) determine the terms and conditions of any Award;
- (v) determine whether, to what extent, and under what circumstances Awards may be settled, exercised, canceled, or forfeited;
- (vi) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan;
- (vii) establish, amend, suspend, or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and
- (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company, the Partnership, any Affiliate, any Participant, and any beneficiary of any Award.

Subject to the following and any applicable law, the Committee, in its sole discretion, may delegate any or all of its powers and duties under the Plan to the Chief Executive Officer of the Company, including the power to grant Awards under the Plan, provided the Chief Executive Officer is also a member of the Board, subject to such limitations on such delegated powers and duties as the Committee may impose, if any. Upon any such delegation all references in the Plan to the "Committee", other than in Section 7 ("Amendment and Termination"), shall be deemed to include the Chief Executive Officer; provided, however, that such delegation shall not limit the Chief Executive Officer's right to receive Awards under the Plan. Notwithstanding the foregoing, the Chief Executive Officer may not grant Awards to, or take any action with respect to any Award previously granted to, a person who is an officer subject to Rule 16b-3 or a member of the Board.

SECTION 4. Units Available for Awards.

4.1 Units Available. Subject to adjustment as provided in Section 4.3 and this Section 4.1, the number of Units with respect to which Awards may be granted under the Plan is one million two hundred fifty thousand (1,250,000). If any Award is forfeited or otherwise terminates or is canceled without the delivery of Units, then the Units covered by such Award, to the extent of such forfeiture, termination, or cancellation, shall again be Units with respect to which Awards may be granted.

4.2 Sources of Units Deliverable Under Awards. Any Units delivered pursuant to an Award shall consist, in whole or in part, of Units acquired in the open market, from any Affiliate, the Partnership or any other Person, or any combination of the foregoing, as determined by the Committee in its discretion.

4.3 Adjustments. In the event of any change in the outstanding Units of the Partnership by reason of any distribution (whether in the form of cash, Units, other securities, or other property), split, reverse split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Units or other securities of the Partnership, issuance of warrants or other rights to purchase Units or other securities of the Partnership, or other similar transaction or event, an equitable and proportionate anti-dilution adjustment will be made to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, and to offset any resultant change in the price per Unit and preserve the intrinsic value of Options, Restricted Units and other awards theretofore granted under the Plan. Such mandatory adjustment may include a change in one or more of the following:

- (i) the number and type of Units (or other securities or property) with respect to which Awards may be granted;
- (ii) the number and type of Units (or other securities or property) subject to outstanding Awards;
- (iii) the purchase price per Unit purchasable under outstanding Options;
- (iv) the number of Restricted Units outstanding; and
- (v) other similar matters.

SECTION 5. Eligibility.

Persons who are eligible to be designated as a Participant and receive an Award under the Plan are (i) any Employee or officer of the Company or one of its Affiliates who perform services for the benefit of the Partnership and/or one or more of its subsidiaries and (ii) any Director of the Company (each, an "Eligible Recipient").

SECTION 6. Awards.

6.1 Options. The Committee shall have the authority to determine the Eligible Recipients to whom Options will be granted, the number of Units to be covered by each Option, the purchase price therefor and the conditions and limitations applicable to the exercise of the Option, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan.

(i) *Exercise Price*. The purchase price per Unit purchasable under an Option shall be determined by the Committee at the time the Option is granted but shall not be less than the closing price of a Unit on the date the Option is granted, as reflected in the consolidated trading tables of the Wall Street Journal under the caption 'New York Stock Exchange Composite Transactions' or any other publication selected by the Committee). If there is no sale of shares of Units on the New York Stock Exchange for more than ten (10) days immediately preceding such date, the applicable purchase price per Unit purchasable under an Option shall be as determined by the Committee in such other manner as it may deem appropriate.

(ii) *Time and Method of Exercise*. The Committee shall determine the Restricted Period, i.e., the time or times at which an Option may be exercised in whole or in part, and the method or methods by which payment of the exercise price with respect thereto may be made or deemed to have been made which may include, without limitation, cash, check acceptable to the Company, a "cashless-broker" exercise (through procedures approved by the Company), other securities or other property, a note from the Participant (in a form acceptable to the Company), or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(iii) *Forfeiture*. Except as otherwise provided in the terms of the Option grant, upon termination of a Participant's employment with the Company or one of its Affiliates, or membership on the Board, whichever is applicable, for any reason (other than permanent disability, or approved leave of absence) during the applicable Restricted Period, all Options shall be forfeited by the Participant, unless otherwise provided in a written employment agreement (if any) between the Participant and the Company or one or more of its Affiliates; provided, however, that the Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Options.

6.2 Restricted Units. The Committee shall have the authority to determine the Eligible Recipients to whom Restricted Units shall be granted, the number of Restricted Units to be granted to each such Eligible Recipient, the duration of the Restricted Period, the conditions under which the Restricted Units may become vested or forfeited, and such other terms and conditions as the Committee may establish respecting such Awards, including whether DERs are granted with respect to such Restricted Units. The Committee may establish, at the time of the grant of Restricted Units, other conditions that must be met for payout to occur. These conditions shall be set forth in the Committee's resolution granting the Restricted Units and in the applicable agreements with Participants.

(i) *DERs*. To the extent provided by the Committee, in its discretion, a grant of Restricted Units may include a tandem DER grant, which may provide that such DERs shall be paid directly to the Participant, be credited to a bookkeeping account (with or without interest in the discretion of the Committee) subject to the same restrictions as the tandem Award, or be subject to such other provisions or restrictions as determined by the Committee in its discretion. Payment of DERs under a tandem DER grant made pursuant to this Section 6.2(i) shall be made as determined by the Committee in its discretion.

(ii) *Forfeiture*. Except as otherwise provided in the terms of the Award agreement, upon termination of a Participant's employment with the Company or one of its Affiliates or membership on the Board, whichever is applicable, for any reason (other than permanent disability, or approved leave of absence) during the applicable Restricted Period, all Restricted Units shall be forfeited by the Participant, unless otherwise provided in a written employment agreement (if any) between the Participant and the Company or one or more of its Affiliates; *provided, however*, that the Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Restricted Units.

(iii) *Lapse of Restrictions*. Upon, or as soon as reasonably practicable following, the vesting of each Restricted Unit, but within two and one-half (2-1/2) months following the calendar year in which such Restricted Unit becomes nonforfeitable, the Participant shall be entitled to receive from the Company, and the Company shall pay to the Participant, one Unit or its Fair Market Value, in cash, as determined by the Committee, subject to the provisions of Section 8.2.

6.3 General.

(i) *Awards May Be Granted Separately or Together*. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other Award granted under the Plan or any award granted under any other plan of the Company or any Affiliate. Awards granted in addition to or in tandem with other Awards or awards granted under any other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(ii) *Limits on Transfer of Awards*.

(a) Except as provided in (b) below:

(1) no Award and no right under any such Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate;

(2) each Option shall be exercisable only by the Participant during the Participant's lifetime, or by the person to whom the Participant's rights shall pass by will or the laws of descent and distribution; and

(b) To the extent specifically provided by the Committee with respect to an Option grant, an Option may be transferred by a Participant without consideration to immediate family members or related family trusts, limited partnerships or similar entities or on such terms and conditions as the Committee may from time to time establish. In addition, Awards may be transferred by will and the laws of descent and distribution.

(iii) *Term of Awards*. The term of each Award shall be for such period as may be determined by the Committee.

(iv) *Unit Certificates*. All certificates for Units or other securities of the Partnership delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Units or other securities are then listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(v) *Consideration for Grants*. Awards may be granted for such consideration as the Committee determines including, without limitation, services or such minimal cash consideration as may be required by applicable law.

(vi) *Delivery of Units or other Securities and Payment by Participant of Consideration.* Notwithstanding anything in the Plan or any grant agreement to the contrary, delivery of Units pursuant to the exercise or vesting of an Award may be deferred for any period during which, in the good faith determination of the Committee, the Company is not reasonably able to obtain Units to deliver pursuant to such Award without violating the rules or regulations of any applicable law or securities exchange. No Units or other securities shall be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award agreement (including, without limitation, any exercise price or any tax withholding) is received by the Company. Such payment may be made by such method or methods and in such form or forms as the Committee shall determine, including, without limitation, cash, other Awards, withholding of Units, cashless broker exercises with immediate sale, or any combination thereof; provided, however, that the combined value, as determined by the Committee, of all cash and cash equivalents and the Fair Market Value of any such Units or other property so tendered to the Company, as of the date of such tender, is at least equal to the full amount required to be paid to the Company pursuant to the Plan or the applicable Award agreement.

(vii) *Change of Control.*

(a) *Payment of Restricted Units.* In the event of a Qualifying Termination, Restricted Units will be paid to the Participant no later than the earlier of ninety (90) days following the date of occurrence of such Qualifying Termination or two and one-half (2-1/2) months following the end of the calendar year in which occurs the date of such Qualifying Termination, regardless of whether the applicable performance goals or targets have been met.

For a Qualifying Termination occurring within the first consecutive twelve-month period following the date of grant, the number of performance-based Restricted Units paid out with regard to such grant shall be equal to the total number of Restricted Units outstanding in such grant as of the Qualifying Termination, not adjusted for any performance factors.

For a Qualifying Termination occurring after the first consecutive twelve-month period following the date of grant, the number of performance-based Restricted Units paid out with regard to such grant shall be the greater of:

(a) the total number of Restricted Units outstanding in such grant as of the Qualifying Termination, not adjusted for any performance factors, or

(b) the total number of such Restricted Units outstanding in such grant, multiplied by the applicable performance factors related to the Partnership's actual performance immediately prior to the Qualifying Termination.

In the case of an award of Restricted Units conditioned upon the Participant's continued employment, the total number of Restricted Units outstanding in such grant as of the Qualifying Termination shall be paid to the Participant.

The Participant's Restricted Units shall be payable to the Participant in cash or Units, as determined by the Committee, as follows:

(a) if the Participant is to receive Units, the Participant will receive the total number of Units stated above in this Section 6.3(vii); or

(b) if the Participant is to receive cash, the Participant will be paid an amount in cash equal to the number of Units stated above in this Section 6.3(vii), multiplied by the Fair Market Value per Unit. Such amount will be reduced by the applicable federal, state and local withholding taxes due.

(b) *Payment of Distribution Equivalents.* On or before the earlier of the ninetieth (90th) day following the date of occurrence of such Qualifying Termination or the day that is two and one-half (2-1/2) months following the end of the calendar year in which occurs the date of such Qualifying Termination, the Participant will be paid an amount in cash equal to the value of the applicable DERs on the number of Units being paid pursuant to this Section 6.3(vii) for the time period immediately preceding the Qualifying Termination.

(c) *Options*. Notwithstanding any provisions to the contrary in agreements evidencing Options granted thereunder, or in this Plan, each outstanding Option shall become immediately and fully exercisable upon the occurrence of any Qualifying Termination.

6.4 Definition of Termination of Employment. For purposes of this Section 6, termination of a Participant's employment, and any and all other references to a Participant's employment being terminated ("Termination of Employment"), shall mean with respect to a Participant such Participant's separation from service as defined in Internal Revenue Code ("Code") Section 409A and the regulations issued thereunder, from the Company or one of its Affiliates and a Participant's Employment Termination Date shall mean the date that a Participant separates from service as defined in Code Section 409A and the regulations issued thereunder. For clarity, an Employee's employment with respect to the Company or one of its Affiliates shall not be deemed terminated unless and until such Employee is no longer employed by any one of the Company or its Affiliates, and no transfers of employment within the Company or its Affiliates shall be deemed a termination under this Plan Notwithstanding any other provisions of this Section 6, payment of any Restricted Unit (and related DER) to any Participant who is a Specified Employee on account of such Participant's Termination of Employment shall be made as follows: Restricted Units that are scheduled to be paid for the period which begins on such Participant's Employment Termination Date and ends on the date six months from such Participant's Employment Termination Date, shall not be paid as scheduled, but shall be accumulated and paid in a lump sum on the date six months after the Participant's Employment Termination Date. In the case of payments delayed pursuant to this Section 6.4, at the time of a Participant's Termination of Employment, at the election of the Participant, all or a portion of a Participant's Restricted Units may be converted to the cash equivalent Fair Market Value of such units ("Cash Units"). Simple interest will be paid on Cash Units delayed hereunder from the date of such conversion to the date of actual payment, at a rate equal to the prime rate of Citibank, N.A. as in effect from time to time after such due date. With respect to any Restricted Units that are not converted to Cash Units, and which include a tandem DER, the provisions of Section 6.2(i) will continue to apply to such Restricted Units during the period that payment of Restricted Units are delayed pursuant to this Section 6.4, with payment of all such DERs made at the time of payment of the associated Restricted Unit hereunder.

SECTION 7. Amendment and Termination.

Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award agreement or in the Plan:

(i) Amendments to the Plan. Except as required by applicable law or the rules of the principal securities exchange on which the Units are traded and subject to Section 7(ii) below, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner; provided, however, that neither the Board nor the Committee may increase the number of Units available for Awards under the Plan, without the express prior written consent of the Members of the Company.

(ii) Amendments to Awards. The Committee may waive any conditions or rights under, amend any terms of, or alter any Award theretofore granted, provided no change, other than pursuant to Section 7(iii), in any Award shall materially reduce the benefit to Participant without the consent of such Participant.

(iii) Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. In order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, adjustments will be made in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4.3 of the Plan) affecting the Partnership or the financial statements of the Partnership, or of changes in applicable laws, regulations, or accounting principles.

SECTION 8. General Provisions.

8.1 No Rights to Awards. No Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants. The terms and conditions of Awards need not be the same with respect to each Participant.

8.2 Withholding. The Company or any Affiliate is authorized to withhold from any Award, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount (in cash, Units, other securities, Units that otherwise would be issued pursuant to such Award or other property) of any applicable taxes payable in respect of the grant of an Award, its exercise, the lapse of restrictions thereon, or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Company to satisfy its withholding obligations for the payment of such taxes.

8.3 No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employment of the Company or any of its Affiliates or to remain on the Board, as applicable. Further, the Company or its Affiliate may at any time dismiss a Participant from employment, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award agreement.

8.4 Governing Law. THE VALIDITY, CONSTRUCTION, AND EFFECT OF THE PLAN AND ANY RULES AND REGULATIONS RELATING TO THE PLAN SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND APPLICABLE FEDERAL LAW.

8.5 Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

8.6 Other Laws. The Committee may refuse to issue or transfer any Units or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Units are then traded, or entitle the Partnership or an Affiliate to recover the entire then Fair Market Value thereof under Section 16(b) of the Exchange Act, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

8.7 No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or any Affiliate.

8.8 No Fractional Units. No fractional Units shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Units or whether such fractional Units or any rights thereto shall be canceled, terminated, or otherwise eliminated.

8.9 Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

8.10 Facility Payment. Any amounts payable hereunder to any person under legal disability or who, in the judgment of the Committee, is unable to properly manage his financial affairs, may be paid to the legal representative of such person, or may be applied for the benefit of such person in any manner which the Committee may select, and the Company shall be relieved of any further liability for payment of such amounts.

8.11 Gender and Number. Words in the masculine gender shall include the feminine and the neuter, the plural shall include the singular and the singular shall include the plural.

SECTION 9. Term of the Plan.

The Plan shall be effective on the date of its approval by the Board and shall continue until the date terminated by the Board or Units are no longer available for grants of Awards under the Plan, whichever occurs first. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted prior to such termination, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date.

**STATEMENT OF COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(UNAUDITED)**

	<u>Nine Months Ended September 30, 2012</u> (in millions)
Fixed Charges:	
Interest cost and debt expense	\$ 73
Interest allocable to rental expense ⁽¹⁾	3
Total	<u>\$ 76</u>
Earnings:	
Income before income tax expense ⁽²⁾	\$ 413
Income before income tax expense attributable to noncontrolling interests	(13)
Equity in income of 50 percent or less owned affiliated companies	(14)
Dividends received from 50 percent or less owned affiliated companies ⁽³⁾	5
Fixed charges	76
Interest capitalized	(8)
Amortization of previously capitalized interest	—
Total	<u>\$ 459</u>
Ratio of Earnings to Fixed Charges	<u>6.0</u>

⁽¹⁾ Represents one-third of the total operating lease rental expense which is that portion deemed to be interest.

⁽²⁾ Represents income before income tax expense for all consolidated entities, including Inland Corporation, Mid-Valley Pipeline Company and West Texas Gulf Pipe Line Company.

⁽³⁾ Represents dividends received from equity-method investments, which excludes dividends from Inland Corporation, Mid-Valley Pipeline Company and West Texas Gulf Pipe Line Company.

CERTIFICATION
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Michael J. Hennigan, President and Chief Executive Officer of Sunoco Partners LLC, the general partner of the registrant Sunoco Logistics Partners L.P., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated entities, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2012

/s/ MICHAEL J. HENNIGAN

Name: Michael J. Hennigan

Title: President and Chief Executive Officer

CERTIFICATION
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Martin Salinas, Jr., Chief Financial Officer of Sunoco Partners LLC, the general partner of the registrant Sunoco Logistics Partners L.P., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated entities, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2012

/s/ MARTIN SALINAS, JR.

Name: Martin Salinas, Jr.

Title: Chief Financial Officer

**Certification of President and Chief Executive Officer of Sunoco Partners LLC
Pursuant to 18 U.S.C. Section 1350**

In connection with this Quarterly Report on Form 10-Q of Sunoco Logistics Partners L.P. for the quarter ended September 30, 2012, I, Michael J. Hennigan, President and Chief Executive Officer of Sunoco Partners LLC, the general partner of the registrant Sunoco Logistics Partners L.P., certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the periodic report fairly presents, in all material respects, the financial condition and results of operations of Sunoco Logistics Partners L.P.

Date: November 8, 2012

/s/ Michael J. Hennigan

Michael J. Hennigan

President and Chief Executive Officer

**Certification of Chief Financial Officer of Sunoco Partners LLC
Pursuant to 18 U.S.C. Section 1350**

In connection with this Quarterly Report on Form 10-Q of Sunoco Logistics Partners L.P. for the quarter ended September 30, 2012, I, Martin Salinas, Jr., Chief Financial Officer of Sunoco Partners LLC, the general partner of the registrant Sunoco Logistics Partners L.P., certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the periodic report fairly presents, in all material respects, the financial condition and results of operations of Sunoco Logistics Partners L.P.

Date: November 8, 2012

/s/ Martin Salinas, Jr.

Martin Salinas, Jr.

Chief Financial Officer