
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): October 31, 2025

SUNOCOCORP LLC
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-42928
(Commission
File Number)

85-0470977
(IRS Employer
Identification No.)

8111 Westchester Drive, Suite 400
Dallas, Texas
(Address of Principal Executive Offices)

75225
(Zip Code)

(214) 981-0700
(Registrant's Telephone Number, Including Area Code)

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

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

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name Of Each Exchange On Which Registered
Common Units Representing Limited Liability Company Interests	SUNC	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introductory Note

On October 31, 2025, SunocoCorp LLC, a Delaware limited liability company (“SunocoCorp”), and Sunoco LP, a Delaware limited partnership (“Sunoco”), completed the strategic transaction contemplated by the previously announced Arrangement Agreement, dated as of May 4, 2025, by and among SunocoCorp, Sunoco, Parkland Corporation, an Alberta corporation (“Parkland”), and 2709716 Alberta ULC, an Alberta unlimited liability corporation (as amended on May 26, 2025 and October 10, 2025, the “Arrangement Agreement”). In accordance with the Arrangement Agreement and pursuant to the Plan of Arrangement attached thereto (the “Plan of Arrangement”), Sunoco acquired all of the issued and outstanding common shares of Parkland (the “Parkland Shares”) by way of a court-approved plan of arrangement under Section 193 of the *Business Corporations Act* (Canada) (the “Arrangement”) and Parkland became an indirect, wholly owned subsidiary of Sunoco.

Pursuant to the Arrangement, after taking into account the elections made by Parkland shareholders and the proration, maximum amounts and adjustments set forth in the Plan of Arrangement, each holder of Parkland Shares became entitled to receive as consideration for each Parkland Share held immediately prior to the effective time of the Arrangement (the “Effective Time”), and in accordance with the Plan of Arrangement:

- with respect to each Parkland shareholder electing to receive a mix of cash and units (or who did not make an election or was otherwise deemed to have elected to receive a mix of cash and SunocoCorp Common Units (as defined below)), CAD\$19.80 in cash and 0.295 common units representing limited liability company interests in SunocoCorp (the “SunocoCorp Common Units”);
- with respect to each Parkland shareholder electing to receive cash consideration, approximately CAD\$21.82 in cash and approximately 0.270 SunocoCorp Common Units; and
- with respect to each Parkland shareholder duly and properly electing to receive unit consideration, approximately 0.536 SunocoCorp Common Units.

After giving effect to the elections made by the Parkland shareholders and the maximum amounts and pro-ratation set forth in the Plan of Arrangement, the aggregate consideration payable to Parkland shareholders in connection with the consummation of the Arrangement, consists of approximately CAD\$3,458 million in cash and approximately 51.5 million SunocoCorp Common Units.

The foregoing description of the Arrangement Agreement and the transactions contemplated thereby does not purport to be complete and is subject to and qualified in its entirety by reference to the Arrangement Agreement, the First Amending Agreement to the Arrangement Agreement, dated as of May 26, 2025, and the Second Amending Agreement to the Arrangement Agreement, dated as of October 10, 2025, which are filed as Exhibits 2.1, 2.2 and 2.3, respectively, to this Current Report on Form 8-K.

As a result of the consummation of the Arrangement, SunocoCorp holds limited partnership interests in Sunoco (the “Sunoco Class D Units”) that are economically equivalent to Sunoco’s publicly-traded common units (the “Sunoco Common Units”), on the basis of one Sunoco Class D Unit for each outstanding SunocoCorp Common Unit. Based on the number of SunocoCorp Common Units issued pursuant to the Arrangement, as of the Effective Time, SunocoCorp owns approximately a 27.4% interest in Sunoco’s outstanding common units (*i.e.*, treating the Sunoco Common Units and Sunoco Class D Units as if they were a single class).

In addition, as a result of the consummation of the Arrangement, SunocoCorp became a publicly traded company, with the SunocoCorp Common Units expected to begin trading on the New York Stock Exchange (“NYSE”) on November 6, 2025 under the ticker symbol “SUNC”.

The SunocoCorp Common Units were issued in reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), provided by Section 3(a)(10) of the Securities Act. Pursuant to the Registration Statement on Form 8-A filed by SunocoCorp with the Securities and Exchange Commission (the “SEC”) on October 30, 2025, the SunocoCorp Common Units are deemed to be registered under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and SunocoCorp is subject to the informational requirements of the Exchange Act, as well as the rules and regulations promulgated thereunder.

Item 1.01 Entry into a Material Definitive Agreement.

Amended and Restated Limited Liability Company Agreement of SunocoCorp

In connection with the consummation of the Arrangement, SunocoCorp Management LLC (the “SunocoCorp Manager”) adopted and entered into the Amended and Restated Limited Liability Company Agreement of SunocoCorp LLC, dated as of October 27, 2025 (the “SunocoCorp LLCA”). The SunocoCorp LLCA, (i) provides that all activities of SunocoCorp will be conducted, directed and managed by the SunocoCorp Manager in its capacity as the managing member of SunocoCorp and as the holder of the management and ownership interest (the “Managing Member Interest”) in SunocoCorp, and (ii) fixes the rights, preferences, privileges, restrictions and obligations of the SunocoCorp Common Units issued as part of the Arrangement, which represent non-managing member limited liability company interests in SunocoCorp.

Voting Rights

The holders of SunocoCorp Common Units are entitled to a vote according to their percentage interest in SunocoCorp on all matters voted on by holders of SunocoCorp Common Units. The holders of SunocoCorp Common Units have no voting rights other than on the limited matters specified in the SunocoCorp LLCA. Non-managing members, including holders of SunocoCorp Common Units, will have no right to designate, elect, appoint or remove the members of the board of directors of the SunocoCorp Manager (the “SunocoCorp Manager Board”).

Distributions

The SunocoCorp LLCA provides that (i) the holders of SunocoCorp Common Units are entitled to participate in distributions, (ii) the Managing Member Interest will not have economic rights, including with respect to participation in distributions, and (iii) it will be the policy of SunocoCorp to pay regular quarterly cash distributions of substantially all of SunocoCorp’s cash available for distribution each fiscal quarter. The SunocoCorp Manager will make a determination of the amount of cash available for distribution to SunocoCorp members, based upon cash on hand at the end of the fiscal quarter, after establishing reserves for the prudent conduct of SunocoCorp’s business or for distributions to members in respect of future fiscal quarters as the SunocoCorp Manager may determine to be appropriate. The SunocoCorp Manager may change SunocoCorp’s cash distribution policy at any time without amending the SunocoCorp LLCA. Any such distributions will be made to SunocoCorp’s members pro rata in accordance with their percentage ownership interest in SunocoCorp.

Liquidation

Upon the dissolution of SunocoCorp (unless its business is continued in certain circumstances), the SunocoCorp LLCA provides that the SunocoCorp Manager will select one or more persons to act as liquidator (which may be the SunocoCorp Manager). The liquidator will, acting with all of the powers of the SunocoCorp Manager that are necessary or appropriate thereto, sell or otherwise dispose of SunocoCorp’s assets, discharge its liabilities and otherwise wind up its affairs. The liquidator may defer liquidation or distribution of SunocoCorp’s assets for a reasonable period of time or distribute assets to members in kind if it determines that a sale would be impractical or would result in undue loss to the members.

In the event of a liquidation, dissolution or winding up of SunocoCorp, the holders of SunocoCorp Common Units are entitled to receive distributions of the assets of SunocoCorp remaining after satisfaction and discharge of all of SunocoCorp’s liabilities on a pro rata basis in accordance with their respective percentage interests in SunocoCorp.

Transfers of SunocoCorp Common Units

Upon a transfer of SunocoCorp Common Units in accordance with the SunocoCorp LLCA, each transferee of SunocoCorp Common Units will be admitted as a member with respect to the SunocoCorp Common Units transferred when such transfer and admission is reflected in SunocoCorp’s books and records. By accepting any SunocoCorp Common Units, each transferee:

- represents that the transferee has the capacity, power and authority to become bound by the SunocoCorp LLCA;
- automatically agrees to be bound by the terms and conditions of, and is deemed to have executed, the SunocoCorp LLCA; and
- gives the consents, waivers and acknowledgments contained in the SunocoCorp LLCA.

Transfer of the Managing Member Interest; Removal of SunocoCorp Manager

The non-managing members of SunocoCorp are not entitled to remove the SunocoCorp Manager. The SunocoCorp Manager may voluntarily withdraw as managing member by giving at least 90 days' advance notice to SunocoCorp unitholders. In addition, the SunocoCorp LLCA permits the SunocoCorp Manager in some instances to sell or otherwise transfer all of its Managing Member Interest without the approval of the non-managing members so long as (x) the transferee agrees to assume all of the rights and duties of the SunocoCorp Manager under, and to be bound by, the SunocoCorp LLCA and (y) SunocoCorp receives an opinion of counsel that such transfer would not result in the loss of the limited liability of any non-managing member under the Limited Liability Company Act of the State of Delaware, as amended.

In the case of a transfer of the Managing Member Interest, the transferee or successor will be subject to compliance with the terms of the SunocoCorp LLCA and will be admitted as the manager of SunocoCorp effective immediately prior to the transfer of the Managing Member Interest.

Reimbursement of Expenses

The SunocoCorp LLCA requires SunocoCorp to reimburse the SunocoCorp Manager for all direct and indirect expenses that the SunocoCorp Manager and its affiliates incur and payments they make on SunocoCorp's behalf and all other expenses allocable to SunocoCorp or otherwise incurred by the SunocoCorp Manager in connection with operating SunocoCorp's business. These expenses will include salary, bonus, incentive compensation and other amounts paid to persons who perform services for SunocoCorp or on its behalf and expenses allocated to the SunocoCorp Manager by its affiliates. The SunocoCorp Manager is entitled to determine the expenses that are allocable to SunocoCorp, and the SunocoCorp LLCA does not limit the amount of expenses for which the SunocoCorp Manager and its affiliates may be reimbursed.

This summary is qualified in its entirety by reference to the full text of the SunocoCorp LLCA, which is attached as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Delegation Agreement

In connection with the consummation of the Arrangement, SunocoCorp entered into a Delegation Agreement, dated as of October 27, 2025 (the "Delegation Agreement"), with Energy Transfer LP, a Delaware limited partnership ("Energy Transfer"), and Sunoco GP LLC, a Delaware limited liability company and the general partner of Sunoco ("Sunoco GP"), pursuant to which, among other things, Energy Transfer delegated all of its power and authority to elect, appoint and remove the members of the board of directors of Sunoco GP (the "Sunoco GP Board") to SunocoCorp. The rights delegated to SunocoCorp will terminate upon the earliest to occur of, (i) the commencement of certain involuntary insolvency proceedings involving SunocoCorp, (ii) SunocoCorp or its governing body voluntarily commencing certain insolvency or liquidation proceedings, seeking consent for the appointment of a receiver, trustee or similar official, or making a general assignment for the benefit of its creditors, or (iii) upon written notice at the election of Energy Transfer, if Energy Transfer has a good faith belief that any of the foregoing events is substantially likely to occur in the near future or SunocoCorp has become unable to or generally failed to pay its debts as they become due or has become insolvent (or has admitted in writing or publicly declared its intention with respect to the foregoing).

Under the Delegation Agreement, Sunoco GP also agreed that, for so long as any equity securities of SunocoCorp are listed on a national securities exchange or are not wholly-owned by Energy Transfer or its subsidiaries, Sunoco GP will not (i) propose or make any amendments to the Sunoco limited partnership agreement that would adversely affect the rights delegated to SunocoCorp under the Delegation Agreement or (ii) withdraw as general partner of Sunoco or assign or transfer its general partner interest in Sunoco.

This summary is qualified in its entirety by reference to the full text of the Delegation Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Omnibus Agreement

In connection with the consummation of the Arrangement, SunocoCorp also entered into an Omnibus Agreement with Sunoco, dated as of October 31, 2025 (the “Omnibus Agreement”), pursuant to which, among other things, during the term of the agreement, (i) Sunoco will indemnify SunocoCorp, the SunocoCorp Manager and SunocoCorp’s officers, employees, agents and representatives from certain liabilities incurred by SunocoCorp in connection with carrying on its business as provided for in the SunocoCorp LLCA, including liabilities from any litigation brought against SunocoCorp by holders of SunocoCorp Common Units, and (ii) Sunoco agreed to provide all general and administrative services necessary or useful for the conduct of SunocoCorp’s business and pay on SunocoCorp’s behalf or otherwise reimburse SunocoCorp for any costs and expenses incurred by SunocoCorp for any such services as well as certain other costs and expenses, including the salaries and related benefits and expenses of any SunocoCorp personnel and the expenses and expenditures incurred by SunocoCorp as a result of becoming and continuing as a publicly traded company. Sunoco’s indemnification obligations will not apply to (a) any liabilities relating to or arising out of any business, operations or financing activities engaged in by SunocoCorp following the completion of the Arrangement that are not related to its business of owning, directly or indirectly, partnership interests in Sunoco and activities incidental thereto and financing activities engaged in under the agreement or (b) any federal, state or local income taxes payable by SunocoCorp.

The Omnibus Agreement also includes provisions relating to the intended economic alignment between the SunocoCorp Common Units and the Sunoco Common Units. In particular, (i) from the closing date of the Arrangement until the date that is the end of the eighth full quarter following such date, Sunoco will be required to ensure that SunocoCorp has sufficient cash available for distribution for SunocoCorp to pay distributions on each SunocoCorp Common Unit in an amount equal to 100% of the distributions paid by Sunoco on each Sunoco Common Unit for each fiscal quarter and (ii) Sunoco and SunocoCorp agree that is their intention, absent certain changes in circumstances, to keep the number of Sunoco Class D Units held by SunocoCorp equal to the number of SunocoCorp Common Units issued by SunocoCorp, including provisions to address potential offerings of SunocoCorp Common Units or any employee equity awards issued by SunocoCorp.

In the event of certain triggering events, including events related to the ownership of the SunocoCorp Managing Member Interest or Sunoco general partner interest or SunocoCorp engaging, directly or indirectly, in any business or operations unrelated to its investment in Sunoco, SunocoCorp and Sunoco have agreed to renegotiate any needed amendments to the agreement in good faith so as to preserve, to the extent possible, their original intention to maintain economic and governance alignment between SunocoCorp and Sunoco. If Sunoco and SunocoCorp are unable to agree on the necessary amendments to the Omnibus Agreement or that no such amendments are necessary within the time period prescribed by the Omnibus Agreement, either party may terminate the Omnibus Agreement by written notice to the other parties thereto.

This summary is qualified in its entirety by reference to the full text of the Omnibus Agreement, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the “Introductory Note” above is incorporated into this Item 2.01 by reference. The following sets forth certain additional information with respect to SunocoCorp, its business following the Effective Time and certain risks related thereto.

Business

As of the Effective Time, SunocoCorp’s only assets consist of its interest in Sunoco through its ownership of the Sunoco Class D Units and its ability to participate in and control the business of Sunoco and its subsidiaries through its rights to elect, appoint and remove the directors of the Sunoco GP pursuant to the Delegation Agreement.

Description of SunocoCorp Common Units

A description of the SunocoCorp Common Units, which represent non-managing limited liability company interests in SunocoCorp, including the rights, preferences and privileges of the SunocoCorp Common Units and certain restrictions and limitations thereon, is included as Exhibit 4.1 to this Current Report on Form 8-K, which is incorporated into this Item 2.01 by reference.

Risk Factors

Certain risks relating to holding or making an investment in the SunocoCorp Common Units are described in Exhibit 99.1 to this Current Report on Form 8-K, which is incorporated into this Item 2.01 by reference.

Forward-Looking Statements

This Current Report on Form 8-K contains and incorporates by reference information that constitutes “forward-looking statements” within the meaning of the federal securities laws, including without limitation, statements regarding the business, capital structure, financial position, future operations, prospects, plans and objectives of SunocoCorp management. Statements using words such as “believe,” “expect,” “may,” “will,” “should,” “could,” “would,” “anticipate,” “estimate,” “intend,” “plan,” “seek,” “see,” “target” or similar expressions, or variations or negatives of these words, but not all forward-looking statements include such words.

Forward-looking statements by their nature address matters that are, to different degrees, uncertain, such as statements about the consummation of the Arrangement and the future performance of Sunoco and SunocoCorp following the Arrangement. All such forward-looking statements are based on information available as of the date of this Current Report on Form 8-K and based upon current plans, estimates, expectations and ambitions that are subject to risks, uncertainties and assumptions, many of which are beyond the control of Sunoco or SunocoCorp, that could cause actual results to differ materially from those expressed in such forward-looking statements.

Some risk factors that may cause SunocoCorp’s actual results to differ include, but are not limited to:

- SunocoCorp’s and/or Sunoco’s ability to make, complete and integrate acquisitions from affiliates or third parties;
- business strategy and operations of Energy Transfer and its conflicts of interest with Sunoco and/or SunocoCorp and their respective unitholders;
- changes in the price of and demand for the motor fuel that Sunoco distributes and Sunoco’s ability to appropriately hedge any motor fuel Sunoco holds in inventory;
- Sunoco’s dependence on limited principal suppliers;
- competition in the wholesale motor fuel distribution and retail store industry;
- changing customer preferences for alternate fuel sources or improvement in fuel efficiency;
- volatility of fuel prices or a prolonged period of low fuel prices and the effects of actions by, or disputes among or between, oil producing countries with respect to matters related to the price or production of oil;
- any acceleration of the domestic and/or international transition to a low carbon economy as a result of the Inflation Reduction Act of 2022 or otherwise;
- the possibility of cyber and malware attacks;
- changes in SunocoCorp’s credit rating or Sunoco’s credit rating, as assigned by rating agencies;
- a deterioration in the credit and/or capital markets and changes in financial institutions’ policies or practices concerning businesses linked to fossil fuels;
- general economic conditions, including sustained periods of inflation, supply chain disruptions and associated central bank monetary policies;
- environmental, tax and other federal, state and local laws and regulations that may have an impact on Sunoco’s business;
- the fact that SunocoCorp and/or Sunoco may not be fully insured against all risks incident to their respective businesses;
- dangers inherent in the storage and transportation of motor fuel;
- Sunoco’s ability to manage growth and/or control costs;
- Sunoco’s reliance on senior management of Energy Transfer, supplier trade credit and information technology;
- the risk that the Arrangement disrupts current plans and operations;
- the outcome of any legal proceedings that may be instituted against Sunoco or SunocoCorp following the consummation of the Arrangement;
- costs related to the Arrangement;
- changes in tax regulations that are applicable to SunocoCorp that may adversely affect SunocoCorp’s businesses, financial condition, and results of operation; and
- the risks and uncertainties set forth under the section entitled “*Risk Factors*” above in this Current Report on Form 8-K.

While the list of factors presented here is considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements, and undue reliance should not be made on this forward-looking information, which is as of the date of this Current Report on Form 8-K. Neither Sunoco nor SunocoCorp intends to update these statements unless required by the securities laws to do so, or undertakes any obligation to publicly release the result of any revisions to any such forward-looking statements that may be made to reflect events or circumstances after the date of this Current Report on Form 8-K.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosure regarding the Arrangement and the issuance of SunocoCorp Common Units pursuant to the exemption from the registration requirements afforded by Section 3(a)(10) of the Securities Act, as set forth in the “Introductory Note” above and Item 2.01 of this Current Report on Form 8-K, each of which is incorporated into this Item 3.02 by reference.

Item 3.03 Material Modification to Rights of Security Holders.

In connection with the closing of the transactions contemplated by the Arrangement Agreement, the SunocoCorp Manager adopted and entered into the SunocoCorp LLCA, which governs the rights of holders of SunocoCorp Common Units. The description of the SunocoCorp LLCA set forth in Item 1.01 of this Current Report on Form 8-K and the description of the material terms of the SunocoCorp LLCA and the general effect thereof upon the rights of holders of SunocoCorp Common Units set forth in the description of the SunocoCorp Common Units included as Exhibit 4.1 to this Current Report on Form 8-K are incorporated into this Item 3.03 by reference.

Item 4.01 Changes in Registrant’s Certifying Accountant.

In connection with the consummation of the Arrangement, on October 31, 2025, Grant Thornton LLP was appointed as SunocoCorp’s independent registered public accounting firm to audit SunocoCorp’s consolidated financial statements for the year ended December 31, 2025.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Appointment of Directors and Officers

As of October 31, 2025, the following persons were appointed or confirmed as and are serving as directors and/or executive officers of the SunocoCorp Manager. Biographical information with respect to each of the directors and executive officers is also included below.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Austin B. Harkness	45	Executive Vice President, Chief Commercial Officer
Bradley C. Barron	59	Director
Brian A. Hand	57	Executive Vice President, Chief Sales Officer
David K. Skidmore	70	Director
Dylan A. Bramhall	48	Chief Financial Officer
Joseph Kim	54	President and Chief Executive Officer; Director
Karl R. Fails	50	Executive Vice President, Chief Operating Officer
Michael Jennings	60	Director
Oscar A. Alvarez	69	Director
Richard D. Brannon	66	Director
W. Brett Smith	66	Director

In addition, on October 31, 2025, the individuals below were appointed to the audit committee of the SunocoCorp Manager Board (the “Audit Committee”) and the compensation committee of the SunocoCorp Manager Board (the “Compensation Committee”), respectively, of the SunocoCorp Manager Board:

Audit Committee

Oscar Alvarez
David Skidmore
Brett Smith

Compensation Committee

Oscar Alvarez
Brett Smith

The SunocoCorp Manager Board has affirmatively determined that Messrs. Alvarez, Barron, Brannon, Jennings, Skidmore and Smith are independent within the meaning of the NYSE independence standards and applicable SEC rules for the committees on which they serve.

Director Biographies:

Bradley C. Barron – Director. In connection with the consummation of the Arrangement, Mr. Barron became a member of the SunocoCorp Manager Board. Mr. Barron has been a member of the Sunoco GP Board since July 2024. Mr. Barron previously served as the chairman of the board of directors of NuStar Energy L.P. (“NuStar”), as well as President and Chief Executive Officer of NuStar until NuStar’s acquisition by Sunoco LP in May 2024. From 2003 until his 2013 promotion to Chief Executive Officer of NuStar, Mr. Barron served in executive positions at NuStar ranging from Vice President, Executive Vice President, and General Counsel and Secretary. Prior to Mr. Barron’s service with NuStar, he was with Valero Energy Corporation from 2001 to 2003. He holds a Bachelor’s degree in Business Administration at Texas Tech University and a Juris Doctorate degree from The University of Texas School of Law, where he was Order of the Coif. Mr. Barron also serves on the board of directors of the San Antonio branch of the Federal Reserve Bank of Dallas. Mr. Barron has relevant experience, qualifications and skills in the logistics and refining industries as well as extensive knowledge and experience attained as an executive officer and director of public companies.

David K. Skidmore – Director. In connection with the consummation of the Arrangement, Mr. Skidmore became a member of the SunocoCorp Manager Board and the Chair of the Audit Committee. Mr. Skidmore has been a member of the Sunoco GP Board since May 2021, and has been Chair of the Sunoco GP Board’s audit committee since January 2023. Mr. Skidmore previously served as a director of Energy Transfer Operating, L.P. from March 2013 to May 2021. He was also a member of the audit committee of Energy Transfer Operating, L.P. He has been Vice President of Ventex Oil & Gas, Inc. since 1995 and has been actively involved in exploration and production throughout the Gulf Coast and mid-Continent regions for over 35 years. He founded Skidmore Exploration, Inc. in 1981 and has been an independent oil and gas producer since that time. From 1977 to 1981, he worked for Paraffine Oil Corporation and Texas Oil & Gas in Houston. He holds BS degrees in both Geology and Petroleum Engineering, is a Certified Petroleum Geologist and Registered Professional Engineer (inactive), and active member of the AAPG, and SPE. Mr. Skidmore was selected to serve as a director because of his continual involvement in geological, geophysical, legal, engineering and accounting aspects of an active oil and gas exploration company. As an energy professional, active oil and gas producer and successful business owner, Mr. Skidmore possesses valuable first-hand knowledge of the energy transportation business and market conditions affecting its economics.

Michael Jennings – Director. In connection with the consummation of the Arrangement, Mr. Jennings became a member of the SunocoCorp Manager Board. Mr. Jennings joined Parkland’s board of directors (the “Parkland Board”) in 2024 and served as the Executive Chair of the Parkland Board and its ESS committee until the Arrangement was consummated. Mr. Jennings served as Chief Executive Officer of HF Sinclair Corporation from January 2020 to May 2023. He also served as President of that Company from January 2020 to November 2021, as Executive Vice President from November 2019 to December 2019, as Executive Chairperson from January 2016 to January 2017 and as Chief Executive Officer and President from the July 2011 merger of Holly Corporation with Frontier Oil Corporation until January 2016. He served as Chairperson of the Board of HF Sinclair from January 2017 to February 2019 and also from January 2013 to January 2016. Mr. Jennings also served as Chief Executive Officer and Chair of HLS (the General Partner of Holly Energy Partners, an affiliated Master Limited Partnership of HF Sinclair) from January 2020 through November 2023. He previously served as Chief Executive Officer of HLS from January 2014 to November 2016 and as President of HLS from October 2015 to February 2016. Mr. Jennings served as President and Chief Executive Officer of Frontier Oil from 2009 until its merger with Holly Corporation and as the Executive Vice President and Chief Financial Officer of Frontier Oil from 2005 to 2009. Mr. Jennings currently serves as a director of The Plaza Group, a privately-owned firm engaged in the marketing and logistics management of high value chemical intermediates. He previously served as director and Audit Committee Chair of FTS International, Inc. from January 2019 to November 2020, as a director and Chairperson of the Board of Montage Resources and predecessor entities from May 2016 to November 2019, and as a director of ION Geophysical Corporation from December 2010 to February 2019. He served as Chairperson of the board of directors of Frontier Oil from 2010 until the merger in July 2011 and served as a director of Frontier from 2008 to July 2011.

Oscar A. Alvarez – Director. In connection with the consummation of the Arrangement, Mr. Alvarez became a member of the SunocoCorp Manager Board, the Chair of the Compensation Committee and a member of the Audit Committee. Mr. Alvarez has been a member of the Sunoco GP Board since March 2018, chairs the Sunoco GP Board’s compensation committee and serves on its audit committee. Mr. Alvarez served the Republic of Honduras for over 30 years, and was elected as a Representative in the National Congress of Honduras multiple times before retiring from politics in 2018. Over the course of his political career he was appointed to the cabinet position of Secretary of Security in both 2002 and 2010. Prior to this, he assisted with the diplomatic mission of the Honduran Embassy in Washington D.C. as Assistant Defense Attaché. In 1994, Mr. Alvarez entered the private sector and founded Atessa Seguridad S.A., providing turnkey security services for many major banks in the country of Honduras. A veteran of the Honduran Armed Forces, he is a graduate of United States Army Ranger School in Fort Benning, GA and the Special Forces Qualification Course at Fort Bragg, NC. Mr. Alvarez has a bachelor’s degree from Texas A&M University, where he was the first cadet to be commissioned into a foreign army. He has also taken graduate courses in International Relations at Johns Hopkins University.

Richard D. Brannon – Director. In connection with the consummation of the Arrangement, Mr. Brannon became a member of the SunocoCorp Manager Board. Mr. Brannon previously served as a member of the board of directors of LE GP, LLC (the “LE GP Board”) from March 2016 to November 2025, as well as the Chairman of the audit committee of the LE GP Board from April 2016 to November 2025. Mr. Brannon is the CEO of CH4 Energy Six, LLC and Uinta Wax, LLC, both independent companies focused on horizontal oil and gas development. Mr. Brannon previously served on the board of directors of WildHorse Resource Development from its IPO in December 2016 until June 2018. Mr. Brannon also formerly served on the board of directors and as a member of its audit committee and compensation committee of Sunoco GP, Regency, OEC Compression and Cornerstone Natural Gas Corp. He has over 35 years of experience in the energy business, having started his career in 1981 with Texas Oil & Gas. Mr. Brannon’s relevant experience includes his knowledge of the energy industry and his experience as a director and audit and compensation committee member for other public companies.

W. Brett Smith – Director. In connection with the consummation of the Arrangement, Mr. Smith became a member of the SunocoCorp Manager Board and a member of the Audit Committee. Mr. Smith has been a member of the Sunoco GP Board and served as a member of its audit committee since March 2024. He has served as President and Managing Partner of Rubicon Oil & Gas, LLC since October 2000. He has also served as President of Rubicon Oil & Gas II, LP since May 2005, President of Quientesa Royalty LP since February 2005 and President of Action Energy LP since October 2008. Mr. Smith was President of Rubicon Oil & Gas, LP from October 2000 to May 2005. For more than 30 years, Mr. Smith has been active in assembling exploration prospects in the Permian Basin, Oklahoma, New Mexico and the Rocky Mountain areas. Mr. Smith previously served on the LE GP Board, the general partner of Energy Transfer LP, and on the audit committee of the LE GP Board, as well as on the board of directors of USA Compression GP, LLC, the general partner of USA Compression Partners, LP. Mr. Smith has relevant experience as an executive and as a director in the oil and gas industry, particularly for other limited partnerships.

Executive Officer Biographies:

Austin B. Harkness – Executive Vice President, Chief Commercial Officer. In connection with the consummation of the Arrangement, Mr. Harkness became Executive Vice President, Chief Commercial Officer of the SunocoCorp Manager. In addition, Mr. Harkness has served as Executive Vice President, Chief Commercial Officer of Sunoco GP since March 2024. He is responsible for all aspects of Sunoco’s supply, trading, pricing, real estate and unbranded sales activity. Mr. Harkness previously held the positions of Senior Vice President, Commercial from June 2021 to March 2024 and Vice President, Pricing & Real Estate beginning in March 2020 when he joined Sunoco. Prior to joining Sunoco, Mr. Harkness held various executive positions, including Chief Operating Officer for Honor and Vice President, Operations at YUM! Brands. Prior to that, Mr. Harkness worked at McKinsey where he served clients on a variety of strategic and commercial topics spanning multiple industries. He holds a Bachelor’s degree in Business Administration from the Business Honors Program and a Master of Business Administration degree from the McCombs School of Business, both at the University of Texas at Austin.

Brian A. Hand – Executive Vice President, Chief Sales Officer. In connection with the consummation of the Arrangement, Mr. Hand became the Executive Vice President, Chief Sales Officer of the SunocoCorp Manager. In addition, Mr. Hand has served as Executive Vice President, Chief Sales Officer of Sunoco GP since March 2024. He is responsible for all aspects of the fuel distribution business, including strategic acquisition and divestment, branded wholesale, direct dealers, performance products, and sales. He is also responsible for all marketing functions, engineering, construction and strategic partnerships. Mr. Hand previously held the positions of Senior Vice President, Chief Sales Officer, Chief Development and Marketing Officer, Chief Procurement Officer and various other leadership positions during his tenure with Sunoco and Sunoco, Inc. (now known as ETC Sunoco Holdings LLC). Prior to joining Sunoco, Inc. in 2010, Mr. Hand served in various leadership positions at Hewlett Packard, Blockbuster, Inc. and Cingular Wireless (now AT&T Mobility). He holds a Bachelor’s degree in Accounting and Business Management from Lebanon Valley College and a Master of Business Administration degree from Widener University.

Dylan A. Bramhall – Chief Financial Officer. In connection with the consummation of the Arrangement, Mr. Bramhall became the Chief Financial Officer of the SunocoCorp Manager. In addition, Mr. Bramhall has served as Chief Financial Officer of Sunoco GP since October 2020 and currently is also Group Chief Financial Officer of LE GP, LLC, the general partner of Energy Transfer, since November 2022. Mr. Bramhall joined Energy Transfer in 2015 as a result of its merger with Regency Energy Partners and is responsible for oversight of Sunoco’s Financial Planning and Analysis, Credit and Commodity Risk Management, Insurance, Cash Management, Capital Markets, Accounting, Financial Reporting and Investor Relations groups. He also serves as a member of Energy Transfer’s Risk Oversight Committee. While at Regency, Mr. Bramhall held management positions in the finance, risk, commercial and operations groups. Mr. Bramhall holds a Bachelor of Business Administration in finance and Master of Business Administration in finance and operations management, both from the University of Iowa.

Joseph Kim – President and Chief Executive Officer and Director. In connection with the consummation of the Arrangement, Mr. Kim became a member of the SunocoCorp Manager Board and the President and Chief Executive Officer of the SunocoCorp Manager. In addition, Mr. Kim is the President and Chief Executive Officer of Sunoco GP and has been a member of the Sunoco GP Board since January 2018. From June 2017 through December 2017, he served as President and Chief Operating Officer of Sunoco and prior to that served as Executive Vice President and Chief Development Officer of Sunoco since October 2015. Prior to joining Sunoco in October 2015, Mr. Kim held various executive positions, including Chief Operating Officer for Pizza Hut and Senior Vice President - Retail Strategy and Growth for Valero Energy. Prior to his 18 years with Pizza Hut and Valero, Mr. Kim worked for Arthur Andersen within both the Audit and Consulting business units. He is a graduate of Trinity University with a bachelor's degree in Business Administration.

Karl R. Fails – Executive Vice President, Chief Operating Officer. In connection with the consummation of the Arrangement, Mr. Fails became the Executive Vice President, Chief Operating Officer of the SunocoCorp Manager. In addition, Mr. Fails has served as Executive Vice President, Chief Operating Officer of Sunoco GP since September 2021. He is responsible for overall performance of the business across all segments, both financial and operational, and has direct control of transportation and midstream operations. Mr. Fails previously held the positions of Senior Vice President, Chief Operations Officer from January 2019 to September 2021, Senior Vice President, Chief Commercial Officer from February 2018 to January 2019, and Executive Vice President - Supply & Trading from January 2017 to January 2018 and held various other leadership positions during his tenure at Sunoco and Sunoco, Inc. (now known as ETC Sunoco Holdings LLC). Prior to joining Sunoco, Inc. in 2010, Mr. Fails served in various operations and engineering roles in the refining business for both Valero Energy and Exxon. He holds Bachelor's degrees in Chemical Engineering and Math from Brigham Young University and a Master of Business Administration degree from the University of California, Berkeley.

SunocoCorp LLC 2025 Long-Term Incentive Plan

In connection with the Arrangement, the SunocoCorp Manager Board adopted, on behalf of SunocoCorp, the SunocoCorp LLC 2025 Long-Term Incentive Plan (the "Plan") and reserved 10,000,000 SunocoCorp Common Units for issuance thereunder, subject to adjustment in accordance with the terms of the Plan. The Plan will be administered by the Compensation Committee. Under the Plan, employees and members of the SunocoCorp Manager Board receive grants of cash and unit-based awards, including options, unit appreciation rights, restricted units, phantom units or unit awards, in each case on the terms and conditions determined by the SunocoCorp Manager Board or the Compensation Committee of the SunocoCorp Manager Board. The Plan will remain in effect until the earlier of (i) termination of the Plan by the SunocoCorp Manager Board, (ii) the issuance of all of the SunocoCorp Common Units available under the Plan or (iii) the tenth anniversary of its effective date.

The foregoing description of the Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Plan, which is attached as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Compensatory Plans, Contracts or Arrangements

The executive officers of the SunocoCorp Manager are also the executive officers of Sunoco GP and are not expected to receive additional compensation for their services on behalf of SunocoCorp.

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

The information set forth in Item 1.01 with respect to the SunocoCorp LLCA and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

Item 8.01 Other Events.

On November 3, 2025, SunocoCorp and Sunoco issued a joint press release announcing the completion of the Arrangement. A copy of the press release is attached as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated in this Item 8.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The financial information required by this Item 9.01 is not being filed herewith. It will be filed not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The financial information required by this Item 9.01 is not being filed herewith. It will be filed not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit No.	Description
2.1	<u>Arrangement Agreement, dated as of May 4, 2025, by and among Sunoco LP, SunocoCorp LLC (f/k/a NuStar GP Holdings LLC), 2709716 Alberta ULC (f/k/a 2709716 Alberta Ltd.) and Parkland Corporation (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Sunoco LP on May 6, 2025).</u>
2.2	<u>First Amending Agreement, dated as of May 26, 2025, by and among Sunoco LP, 2709716 Alberta ULC (f/k/a 2709716 Alberta Ltd.), SunocoCorp LLC (f/k/a NuStar GP Holdings, LLC), and Parkland Corporation (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Sunoco LP on May 28, 2025).</u>
2.3	<u>Second Amending Agreement, dated as of October 10, 2025, by and among Sunoco LP, 2709716 Alberta ULC, SunocoCorp LLC, and Parkland Corporation.</u>
3.1	<u>Certificate of Formation of SunocoCorp LLC, originally filed with the Delaware Secretary of State on June 6, 2000 (as amended and in effect as of October 30, 2025) (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form 8-A filed by SunocoCorp LLC on October 30, 2025).</u>
3.2	<u>Amended and Restated Limited Liability Company Agreement of SunocoCorp LLC, dated as of October 27, 2025 (incorporated by reference to Exhibit 3.2 to the Registration Statement on Form 8-A filed by SunocoCorp LLC on October 30, 2025).</u>
3.3	<u>Third Amended and Restated Limited Liability Company Agreement of SunocoCorp Management LLC, dated as of October 27, 2025.</u>
4.1	<u>Description of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 - Description of SunocoCorp Common Units.</u>
10.1	<u>Delegation Agreement, dated as of October 27, 2025, by and among SunocoCorp LLC, Energy Transfer LP and Sunoco GP LLC.</u>
10.2	<u>Omnibus Agreement, dated as of October 31, 2025, by and between SunocoCorp LLC and Sunoco LP.</u>
10.3	<u>SunocoCorp LLC 2025 Long-Term Incentive Plan.</u>
10.4	<u>Form of Time-Vested Phantom Unit Award Agreement (3-Year Vesting).</u>
10.5	<u>Form of Time-Vested Phantom Unit Award Agreement (5-Year Vesting).</u>
99.1	<u>Information with respect to certain “Risk Factors” related to an investment in SunocoCorp LLC.</u>
99.2	<u>Joint Press Release of SunocoCorp LLC and Sunoco LP, dated November 3, 2025.</u>
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

SIGNATURES

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

SUNOCOCORP LLC

By: SUNOCOCORP MANAGEMENT LLC, its managing member

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

Date: November 3, 2025

SECOND AMENDING AGREEMENT

THIS SECOND AMENDING AGREEMENT (this “**Second Amendment**”) is dated as of October 10, 2025, among SUNOCO LP, a Delaware limited partnership (“**Sunoco**”); and 2709716 ALBERTA ULC (formerly, 2709716 ALBERTA LTD.), an Alberta unlimited liability corporation (the “**Purchaser**”); and SunocoCorp LLC (formerly, NUSTAR GP HOLDINGS, LLC), a Delaware limited liability company (“**Purchaser Holdco**” and together with the Purchaser and Sunoco, the “**Purchaser Parties**”); and PARKLAND CORPORATION, a corporation formed under the laws of the Province of Alberta (the “**Company**”);

WHEREAS Sunoco, the Purchaser, Purchaser Holdco and the Company (collectively, the “**Parties**” and each a “**Party**”) have entered into an arrangement agreement dated May 4, 2025, as amended pursuant to an amending agreement dated May 26, 2025 (collectively, the “**Arrangement Agreement**”);

AND WHEREAS Section 9.6(a) of the Arrangement Agreement provides, among other things, that the Arrangement Agreement may be amended by written agreement of the Parties;

AND WHEREAS the Parties wish to amend the Arrangement Agreement as provided in this Second Amendment;

NOW THEREFORE in consideration of the foregoing premises, mutual covenants and agreements contained in this Second Amendment and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

Section 1 Definitions

Capitalized terms used but not defined in this Second Amendment shall have the meanings specified in the Arrangement Agreement.

Section 2 Amendments to the Arrangement Agreement

- (1) Section 1.1 [*Definitions*] of the Arrangement Agreement is hereby amended by (i) deleting the words and characters in strikethrough text, and (ii) adding each of the words and characters in bold and underlined text, in each case, as applicable, in the place where such words and characters appear as follows:

“**Certificate of Arrangement**” means the certificate ~~or proof of filing to be issued by the Registrar~~ pursuant to Section 193(11) of the ABCA **to be issued by the Registrar** upon receipt of the Articles of Arrangement.”

- (2) Section 2.8 [*Payment of Consideration*] of the Arrangement Agreement is hereby amended by (i) deleting the words and characters in strikethrough text, and (ii) adding each of the words and characters in bold and underlined text, in each case, as applicable, in the place where such words and characters appear in Exhibit A attached hereto.
- (3) Section 2.12(b) [*Intended US Income Tax Treatment*] of the Arrangement Agreement is hereby amended by adding each of the words and characters in bold and underlined text in the place where such words and characters appear in Exhibit B attached hereto.
- (4) Appendix A [*Plan of Arrangement*] to the Arrangement Agreement is hereby amended by (i) deleting the words and characters in strikethrough text, and (ii) adding each of the words and characters in bold and underlined text, in each case, as applicable, in the place where such words and characters appear in Exhibit C attached hereto.

Section 3 Second Amendment Effective Date and Termination

- (1) This Second Amendment shall become effective as of October 14, 2025 (the “**Second Amendment Effective Date**”), subject to and conditional upon the granting by the Court of an amendment to the Final Order approving this Second Amendment (the “**Amended Final Order**”).
- (2) For greater certainty, if the Court does not grant the Amended Final Order, this Second Amendment shall immediately terminate, become null and void and shall no longer be of any force or effect.

Section 4 Reference to and Effect on the Arrangement Agreement

On and after the Second Amendment Effective Date, any reference to “this Agreement” or “the Plan of Arrangement” in the Arrangement Agreement, any reference to “this Plan of Arrangement” in Appendix A to the Arrangement Agreement, and any reference to the Arrangement Agreement in any other agreements, exhibits or schedules thereto will mean the Arrangement Agreement and Appendix A to the Arrangement Agreement, as applicable, as amended by this Second Amendment. Except as specifically amended by this Second Amendment, the Arrangement Agreement shall continue unamended and remain in full force and effect.

Section 5 Severability

If any provision of this Second Amendment is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Second Amendment and the remaining provisions will continue in full force and effect, without amendment.

Section 6 Governing Law and Forum

- (1) This Second Amendment is governed by and is to be interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (2) The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of Alberta in any Proceeding arising out of, or relating to, this Second Amendment. Each of the Parties waives objection to the venue of any Proceeding in such court or any argument that such court provides an inconvenient forum.
- (3) Each of the Parties irrevocably waives any and all rights to trial by jury in any legal Proceeding arising out of, or related to, this Second Amendment.

Section 7 No Presumption

The Parties and their counsel have participated jointly in the negotiation and drafting of this Second Amendment. If an ambiguity or a question of intent or interpretation arises, this Second Amendment is to be construed as if drafted jointly by the Parties. No presumption or burden of proof should arise in favour of any Party by virtue of the authorship of any provision of this Second Amendment.

Section 8 Counterparts and Electronic Delivery

This Second Amendment may be executed in any number of separate counterparts, each of which shall be deemed to be an original. All such signed counterparts, taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Second Amendment by electronic means (including by facsimile or in PDF format) shall be as valid and effective as delivery of an originally or manually executed copy of this Second Amendment.

(The remainder of this page is intentionally left blank; signature page follows.)

IN WITNESS WHEREOF the Parties have executed this Second Amendment.

SUNOCOCORP LLC

Per: /s/ Joseph Kim _____
Name: Joseph Kim
Title: President and Chief Executive Officer

2709716 ALBERTA ULC

Per: /s/ Joseph Kim _____
Name: Joseph Kim
Title: Director

SUNOCO LP

By: SUNOCO GP LLC, its general partner

Per: /s/ Joseph Kim _____
Name: Joseph Kim
Title: President and Chief Executive Officer

PARKLAND CORPORATION

Per: /s/ Robert Espey _____
Name: Robert Espey
Title: President and Chief Executive Officer

EXHIBIT A
AMENDMENTS TO SECTION 2.8 [PAYMENT OF CONSIDERATION]

2.8 Payment of Consideration

The Purchaser Parties shall, following receipt of the Final Order and prior to the filing by the Company of the Articles of Arrangement with the Registrar, deposit, or cause to be deposited, with the Depository in escrow the aggregate Cash Consideration payable to Company Shareholders ~~to be held in escrow and~~ a copy of an irrevocable instruction letter ~~direction to Purchaser Holdco's transfer agent providing~~ for the ~~issuance~~ transfer to the Depository of a ~~sufficient~~ number of Consideration Units equal to the aggregate number of Consideration Units deliverable to Company Shareholders, in each case as provided for in the Plan of Arrangement.

EXHIBIT B
AMENDMENTS TO SECTION 2.12(b) [INTENDED US INCOME TAX TREATMENT]

- (b) Purchaser's acquisition of the Company Shares from the Company Shareholders in exchange for the Consideration shall be treated as a taxable purchase of Company Shares by Purchaser Midco from the Company Shareholders, and Purchaser Midco shall be treated as (i) acquiring the Consideration Units indirectly from Purchaser Holdco and transferring the Consideration Units to the Company Shareholders in accordance with Section 1032 of the Code and U.S. Treasury Regulations Section 1.1032-3(b) and (ii) receiving the Cash Consideration directly or indirectly from Sunoco and transferring the Cash Consideration to the Company Shareholders.

EXHIBIT C
AMENDMENTS TO APPENDIX A [PLAN OF ARRANGEMENT]

PLAN OF ARRANGEMENT UNDER SECTION 193
OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

ARTICLE 1
INTERPRETATION

- 1.1** In this Plan of Arrangement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:
- (a) “**ABCA**” means the *Business Corporations Act* (Alberta);
 - (b) “**Arrangement**” means the arrangement under Section 193 of the ABCA on the terms set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the terms of the Arrangement Agreement and Article 7, in accordance with the terms of the Interim Order (once issued) or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser Parties, each acting reasonably;
 - (c) “**Arrangement Agreement**” means the arrangement agreement dated May 4, 2025 among Sunoco, the Purchaser, Purchaser Holdco and the Company with respect to the Arrangement, including the appendixes attached to it or otherwise forming part of it, all as the same may be amended, restated, replaced or supplemented from time to time;
 - (d) “**Arrangement Resolution**” means the special resolution of the Company Shareholders approving the Arrangement considered and voted on at the Company Meeting, substantially in the form set out in Appendix B to the Arrangement Agreement;
 - (e) “**Articles of Arrangement**” means the articles of arrangement of the Company in respect of the Arrangement required by Section 193(4.1) of the ABCA to be sent to the Registrar after the Final Order is made, which shall include this Plan of Arrangement;
 - (f) “**Available Cash Election Amount**” means, expressed in dollars, an amount equal to the greater of zero, and the Cash Maximum less:
 - (i) the aggregate amount of Cash Consideration payable to Combination Electing Shareholders, and
 - (ii) the aggregate amount of Cash Consideration that would be payable to Dissenting Shareholders if each Dissenting Shareholder were a Cash Electing Shareholder;
 - (g) “**Available Unit Election Number**” means the Unit Maximum less the aggregate number of Consideration Units deliverable to Combination Electing Shareholders;
 - (h) “**Business Day**” means a day on which commercial banks are open for business in Calgary, Dallas and New York but excludes:
 - (i) a Saturday, Sunday or any other statutory or civic holiday in Calgary, Dallas or New York; and
 - (ii) any such day on which commercial banks are generally required or authorized to be closed in Calgary, Dallas or New York;

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- (i) “**Cash Consideration**” means the consideration in the form of cash to be paid for Company Shares (other than to Dissenting Shareholders) pursuant to this Plan of Arrangement;
 - (j) “**Cash Elected Consideration**” means an amount in cash equal to the quotient obtained by dividing \$19.80 by 45%;
 - (k) “**Cash Electing Shareholder**” means a Company Shareholder (for certainty, other than a Dissenting Shareholder) who has duly and properly elected, in a Filed Letter of Transmittal and Election Form, to receive the Cash Elected Consideration in respect of their Company Shares;
 - (l) “**Cash Election Amount**” means the aggregate amount of Cash Consideration that would be payable to Cash Electing Shareholders before giving effect to Section 3.2;
 - (m) “**Cash Maximum**” means an amount in dollars equal to the product obtained by multiplying the number of Company Shares issued and outstanding immediately prior to the Effective Time by \$19.80, determined without reference to cash deliverable in lieu of fractional Unit Consideration as set forth in Section 5.9;
 - (n) “**Certificate of Arrangement**” means the certificate ~~or proof of filing to be issued by the Registrar~~ pursuant to section 193(11) of the ABCA to be issued by the Registrar upon receipt of the Articles of Arrangement;
 - (o) “**Combination Elected Consideration**” means: (i) \$19.80 in cash; and (ii) 0.295 Consideration Units;
 - (p) “**Combination Electing Shareholder**” means a Company Shareholder who has duly and properly elected, or has been deemed to have so elected, in a Filed Letter of Transmittal and Election Form, to receive the Combination Elected Consideration in respect of their Company Shares;
 - (q) “**Company**” means Parkland Corporation, a corporation existing under the laws of Alberta;
 - (r) “**Company Board**” means the board of directors of the Company, as constituted from time to time;
 - (s) “**Company DSU Holders**” means holders of Company DSUs;
 - (t) “**Company DSU Plan**” means the deferred share unit plan of the Company effective as of January 1, 2011, as amended most recently on August 5, 2022;
 - (u) “**Company DSUs**” means the deferred share units granted pursuant to the Company DSU Plan and includes any fractional deferred share unit;
 - (v) “**Company Incentive Holders**” means the holders of Company Incentives;
 - (w) “**Company Incentive Plans**” means, collectively, the Company DSU Plan, the Company RSU Plan and the Company Stock Option Plan;
 - (x) “**Company Incentives**” means, collectively, the Company DSUs, the Company RSUs and the Company Stock Options;
 - (y) “**Company ITM Stock Options**” means those unexercised Company Stock Options with an exercise price per Company Share that is less than the Fair Market Value;

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- (z) “**Company Meeting**” means the special meeting (or annual and special, as applicable) of the Company Shareholders including any adjournment or postponement of such meeting called and held to secure approval of the Arrangement Resolution;
 - (aa) “**Company Optionholders**” means holders of Company Stock Options;
 - (bb) “**Company OTM Stock Options**” means those unexercised Company Stock Options with an exercise price per Company Share that is equal to or greater than the Fair Market Value;
 - (cc) “**Company RSU Holders**” means holders of Company RSUs;
 - (dd) “**Company RSU Plan**” means the amended and restated restricted share unit plan of the Company, effective as of December 31, 2010, as amended most recently on November 1, 2023;
 - (ee) “**Company RSUs**” means the vested and unvested restricted share units granted pursuant to the Company RSU Plan, and includes any fractional restricted share unit and any restricted share units that are subject to performance vesting conditions;
 - (ff) “**Company Securityholders**” means, collectively, the Company Shareholders and the Company Incentive Holders;
 - (gg) “**Company Shareholder Rights Plan**” means the Restated Shareholder Rights Plan Agreement between the Company and Computershare Trust Company of Canada as rights agent dated as of May 4, 2023;
 - (hh) “**Company Shareholders**” means the registered or beneficial holders of Company Shares, as the context requires;
 - (ii) “**Company Shares**” means common shares in the capital of the Company;
 - (jj) “**Company Stock Option Plan**” means the amended and restated stock option plan of the Company, effective as of December 31, 2010, as amended most recently on November 1, 2023;
 - (kk) “**Company Stock Options**” means the outstanding options to purchase Company Shares granted under the Company Stock Option Plan;
 - (ll) “**Consideration**” means the consideration to be paid and received pursuant to the Arrangement in respect of each Company Share that is transferred to the Purchaser, consisting of Cash Consideration and/or Unit Consideration;
 - (mm) “**Consideration Units**” means common units representing limited liability company interests in Purchaser Holdco;
 - (nn) “**Court**” means the Court of King’s Bench of Alberta in Calgary, Alberta;
 - (oo) “**Depository**” means Computershare Trust Company of Canada, as depository, or any other bank, trust company or financial institution, as may be agreed to in writing by the Company and the Purchaser;
 - (pp) “**Deposited Cash**” means the aggregate Cash Consideration payable to Company Shareholders pursuant to Section 3.1(i)(i);

- (qq) **“Dissent Rights”** means the right of a registered Company Shareholder to dissent with respect to the Arrangement Resolution and to be paid by the Company the fair value of the Company Shares in respect of which the Company Shareholder dissents, granted pursuant to the Interim Order, all in accordance with section 191 of the ABCA (as modified by the Interim Order), the Interim Order and Article 4;
- (rr) **“Dissenting Shareholder”** means a registered Company Shareholder who validly exercises its Dissent Rights with respect to the Arrangement Resolution in strict compliance with section 191 of the ABCA, the Interim Order and Article 4, and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights as of the Effective Time;
- (ss) **“Effective Date”** means the date upon which the Arrangement becomes effective, being the date shown on the Certificate of Arrangement;
- (tt) **“Effective Time”** means the time on the Effective Date as the Parties agree to in writing before the Effective Date ~~the time at which the Arrangement becomes effective on the Effective Date pursuant to the ABCA;~~
- (uu) **“Election Deadline”** means 5:00 p.m. (Calgary time) on the election deadline, which date shall be (i) agreed by the Parties, each acting reasonably, and (ii) announced by the Company by means of a news release at least two (2) Business Days before such date, ~~and (iii) not less than ten (10) Business Days before the Effective Date;~~
- (vv) **“Fair Market Value”** means the volume weighted average trading price for the Company Shares on the Toronto Stock Exchange for the five trading days on which the Company Shares traded immediately preceding the Business Day prior to the Effective Date;
- (ww) **“Filed Letter of Transmittal and Election Form”** means a duly and properly completed Letter of Transmittal and Election Form deposited with the Depositary on or before the Election Deadline by a Company Shareholder, accompanied by the certificate(s) representing such holder’s Company Shares;
- (xx) **“Final Order”** means the final order of the Court approving the Arrangement, as such final order may be amended by the Court prior to the Effective Time, provided that any such amendment is acceptable to both the Company and the Purchaser Parties, each acting reasonably, or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Purchaser Parties and the Company, each acting reasonably) on appeal;
- (yy) **“Governmental Authority”** means
- (i) the government of Canada or any other nation, or any political subdivision thereof, whether provincial, territorial, state, regional, municipal or local;
 - (ii) any department, agency, authority, instrumentality, regulatory body, central bank, court, commission, board, tribunal, bureau, or other entity exercising executive, legislative, regulatory, judicial or administrative powers or functions under, or for the account of, any of the foregoing; and
 - (iii) any stock exchange.
- (zz) **“In-the-Money Value”**:

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- (i) in the case of a Company Stock Option, means the amount, if any, by which the Fair Market Value exceeds the exercise price of such Company Stock Option;
 - (ii) in the case of a Company RSU, means the Fair Market Value; and
 - (iii) in the case of a Company DSU, means the Fair Market Value;
- (aaa) “**Interim Order**” means the interim order of the Court, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court, provided that any such amendment is acceptable to both the Company and the Purchaser Parties, each acting reasonably;
- (bbb) “**Law**” means, with respect to any Person, any and all applicable law, including the common law, constitution, treaty, convention, ordinance, code, rule, instrument, regulation, Order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, standards, practices, guidelines and protocols of any Governmental Authority, including, as applicable, the rules and requirements of any stock exchange.
- (ccc) “**Letter of Transmittal and Election Form**” means the letter of transmittal and election form sent by the Company to Company Shareholders to surrender the certificates representing their Company Shares and to elect to receive, on completion of the Arrangement, Cash Elected Consideration, Unit Elected Consideration, or Combination Elected Consideration, in exchange for their Company Shares;
- (ddd) “**Liens**” means:
- (i) any mortgage, charge, pledge, hypothec, security interest, assignment, Lien (statutory or otherwise), privilege, easement, servitude, pre-emptive right or right of first refusal, ownership or title retention agreement, restrictive covenant or conditional sale agreement or option, imperfections of title or encroachments relating to real property; and
 - (ii) any other encumbrance of any nature or any arrangement or condition which, in substance, secures payment or performance of an obligation.
- (eee) “**Parties**” means the Company, the Purchaser, Purchaser Holdco, and Sunoco; and “**Party**” means any one of them, as the context requires;
- (fff) “**Person**” means a natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, corporation or company (with or without share capital), limited liability company, stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;
- (ggg) “**Plan of Arrangement**” means this plan of arrangement under section 193 of the ABCA, and any amendments or variations made in accordance with the Arrangement Agreement or Article 7 or made at the direction of the Court in the Interim Order or the Final Order, and acceptable to the Parties, each acting reasonably;
- (hhh) “**Purchaser**” means 2709716 Alberta Ltd., a corporation existing under the laws of Alberta;
- (iii) “**Purchaser Holdco**” means NuStar GP Holdings, LLC, a limited liability company existing under the laws of Delaware;

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- (jjj) “**Purchaser Midco**” means SUN PKI Holdings LLC⁺, a limited liability company existing under the laws of Delaware.
- (kkk) “**Purchaser Midco Units Shares**” means the units representing limited liability company interests ~~of~~ in Purchaser Midco.
- (lll) “**Purchaser Parties**” means, collectively, the Purchaser, Purchaser Holdco and Sunoco;
- (mmm) “**Registrar**” means the Registrar of Corporations for the Province of Alberta or a Deputy Registrar of Corporations appointed under section 263 of the ABCA;
- (nnn) “**Remaining Cash Amount**” means, expressed in dollars, the Available Cash Election Amount less the aggregate amount of Cash Consideration payable to Cash Electing Shareholders;
- (ooo) “**Remaining Unit Number**” means the Available Unit Election Number less the aggregate number of Consideration Units deliverable to Unit Electing Shareholders;
- (ppp) “**Section 409A**” means Section 409A of the U.S. Internal Revenue Code of 1986;
- (qqq) “**Sunoco**” means Sunoco LP, a limited partnership existing under the laws of Delaware;
- (rrr) “**Sunoco Common Units**” means the common units representing limited partnership interests in Sunoco.
- (sss) “**Sunoco Class D Common Units**” means a new class of Class D Common Units of Sunoco representing limited partnership interests in Sunoco to be formed prior to the Effective Time that will be economically equivalent to Sunoco Common Units, including, subject to Section 4.18(d) of the Arrangement Agreement, as to timing and quantum of distributions;
- (ttt) “**Sunoco Retail Deposited Cash**” has the meaning given to it in Section 3.1(g);
- (uuu) (~~ttt~~) “**Unit Consideration**” means the consideration in the form of Consideration Units to be paid for Company Shares pursuant to this Plan of Arrangement;
- (vvv) (~~uuu~~) “**Unit Elected Consideration**” means the number of Consideration Units equal to the quotient obtained by dividing 0.295 by 55%;
- (www) (~~vvv~~) “**Unit Electing Shareholder**” means a Company Shareholder (for certainty, other than a Dissenting Shareholder) who has duly and properly elected, in a Filed Letter of Transmittal and Election Form, to receive the Unit Elected Consideration in respect of their Company Shares;
- (xxx) (~~www~~) “**Unit Election Number**” means the aggregate number of Consideration Units that would be deliverable to Unit Electing Shareholders before giving effect to Section 3.2; and
- (yyy) (~~xxx~~) “**Unit Maximum**” means such number of Consideration Units as is equal to the product obtained by multiplying the number of Company Shares issued and outstanding immediately prior to the Effective Time by 0.295.

⁺ Name to be inserted once organized.

- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; and words importing any gender shall include all genders.
- 1.5 Unless otherwise specified, all references to “dollars” or “\$” shall mean Canadian dollars.
- 1.6 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.7 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.
- 1.8 Where the word “including” or “includes” is used in this Plan of Arrangement, it means “including (or includes) without limitation”.
- 1.9 This Plan of Arrangement shall be governed by, and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

ARTICLE 2 EFFECT OF THE ARRANGEMENT

- 2.1 This Plan of Arrangement is made pursuant to, and is subject to the provisions of and forms part of, the Arrangement Agreement. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.
- 2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective on, and be binding on and after, the Effective Time on (a) the Company, (b) the Purchaser Parties, (c) all Company Securityholders (including Dissenting Shareholders), (d) the Depositary, and (e) all other Persons, all without any further act or formality required on the part of any Person.
- 2.3 The Articles of Arrangement and Certificate of Arrangement shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

ARTICLE 3 ARRANGEMENT

- 3.1 Commencing at the Effective Time, each of the events and transactions set out below shall occur and shall be deemed to occur consecutively in the following order without any further act or formality, in each case, unless stated otherwise, effective as at one (1) minute intervals starting at the Effective Time:

Company Shareholder Rights Plan

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- (a) the Company Shareholder Rights Plan shall be terminated without any further act required by the Company or Computershare Trust Company of Canada, in its capacity as rights agent;

Dissenting Shareholders

- (b) the Company Shares held by Dissenting Shareholders shall be deemed to be, without any further act or formality by the holders thereof, transferred to, and acquired by, the Company (free and clear of all Liens), and:
- (i) such Dissenting Shareholders shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid fair value for such Company Shares as set out in Article 4;
 - (ii) such Dissenting Shareholders' names shall be removed as the holders of such Company Shares from the register of Company Shares maintained by or on behalf of the Company; and
 - (iii) all such Company Shares shall be cancelled;

Settlement of Company Stock Options

- (c) notwithstanding the terms of the Company Stock Option Plan, any resolutions of the Company Board or the terms of any agreement, certificate or other instrument granting or confirming the grant of Company Stock Options or representing Company Stock Options, each Company Stock Option outstanding at the Effective Time shall be, and shall be deemed to be, fully and unconditionally vested and shall be, and shall be deemed to be, surrendered and transferred by the Company Optionholder to the Company pursuant to its terms (free and clear of all Liens) and:
- (i) in respect of the surrender and transfer of Company ITM Stock Options to the Company, each Company Optionholder shall be entitled to receive, subject to Article 6 [*Withholdings*], a cash payment (without interest) from the Company equal to the aggregate In-the-Money Value of such Company ITM Stock Options;
 - (ii) in respect of the surrender and transfer of Company OTM Stock Options to the Company, each Company Optionholder shall not be entitled to receive any consideration from any Person;
 - (iii) each Company Stock Option shall be, and shall be deemed to be, terminated and cancelled and shall cease to represent an option to purchase a Company Share;
 - (iv) each former Company Optionholder shall cease to be a holder of Company Stock Options and to have any rights as a holder of Company Stock Options other than the right to receive the consideration (if any) to which such Company Optionholder is entitled pursuant to Section 3.1(c)(i), and the name of each former Company Optionholder shall be removed from the register of Company Optionholders maintained by or on behalf of the Company;
 - (v) any agreement, certificate or other instrument granting or confirming the grant of Company Stock Options or representing Company Stock Options or the right of a former Company Optionholder to any such Company Stock Options shall be void and of no further force or effect and neither the Company nor the Purchaser shall have any further liabilities or obligations to any Person with respect thereto other than the obligation of the Company to pay the consideration (if any) which the

former Company Optionholder is entitled to receive pursuant to Section 3.1(c)(i); and

- (vi) the Company Stock Option Plan shall be terminated and be of no further force or effect;

Settlement of Company RSUs

- (d) notwithstanding the terms of the Company RSU Plan, any resolutions of the Company Board or the terms of any agreement, certificate or other instrument granting or confirming the grant of Company RSUs or representing Company RSUs, each Company RSU outstanding at the Effective Time shall be, and shall be deemed to be, fully and unconditionally vested and, in the case of a Company RSU with vesting conditions based on satisfaction of specified performance criteria, such vesting shall be based on a vesting multiplier of 1.25 and:
 - (i) each such Company RSU, including any such Company RSU pursuant to the vesting multiplier of 1.25, shall be, and shall be deemed to be, surrendered and transferred by the Company RSU Holder to the Company pursuant to its terms (free and clear of all Liens) in exchange for, subject to Article 6 [*Withholdings*], a cash payment (without interest) from the Company equal to the In-the-Money Value of such Company RSU (provided that, to the extent that such cash payment in respect of a Company RSU cannot be paid at the effective time of this Section 3.1(d) without causing the recipient to incur a penalty tax under Section 409A, then such cash payment shall be paid (without interest) on the earliest permissible date on which such payment can be made without causing the recipient to incur a penalty tax under Section 409A);
 - (ii) each Company RSU shall be, and shall be deemed to be, terminated and cancelled and shall cease to represent any right to payment from any Person;
 - (iii) each former Company RSU Holder shall cease to be a holder of Company RSUs and to have any rights as a holder of Company RSUs other than the right to receive the consideration to which such Company RSU Holder is entitled pursuant to Section 3.1(d), and the name of each former Company RSU Holder shall be removed from the register of Company RSU Holders maintained by or on behalf of the Company;
 - (iv) any agreement, certificate or other instrument granting or confirming the grant of Company RSUs or representing Company RSUs or the right of a former Company RSU Holder to any such Company RSUs shall be void and of no further force or effect and neither the Company nor the Purchaser shall have any further liabilities or obligations to any Person with respect thereto other than the obligation of the Company to pay the consideration which the former Company RSU Holder is entitled to receive pursuant to Section 3.1(d); and
 - (v) the Company RSU Plan shall be terminated and be of no further force or effect;

Settlement of Company DSUs

- (e) notwithstanding the terms of the Company DSU Plan, any resolutions of the Company Board or the terms of any agreement, certificate or other instrument granting or confirming the grant of Company DSUs or representing Company DSUs, each Company DSU shall be, and shall be deemed to be, redeemed by, and surrendered and transferred to, the Company in accordance with its terms (free and clear of all Liens), in exchange for, subject

to Article 6 [*Withholdings*], a cash payment (without interest) from the Company equal to the In-the-Money Value of such Company DSU (provided that, to the extent that such cash payment in respect of a Company DSU cannot be paid at the effective time of this Section 3.1(e) without causing the recipient to incur a penalty tax under Section 409A, then such cash payment shall be paid (without interest) on the earliest permissible date on which such payment can be made without causing the recipient to incur a penalty tax under Section 409A):

- (i) each Company DSU shall be, and shall be deemed to be, terminated and cancelled and shall cease to represent any right to payment from any Person;
- (ii) each former Company DSU Holder shall cease to be a holder of Company DSUs and to have any rights as a holder of Company DSUs other than the right to receive the consideration to which such Company DSU Holder is entitled pursuant to Section 3.1(e), and the name of each former Company DSU Holder shall be removed from the register of Company DSU Holders maintained by or on behalf of the Company;
- (iii) any agreement, certificate or other instrument granting or confirming the grant of Company DSUs or representing Company DSUs or the right of a former Company DSU Holder to any such Company DSUs shall be void and of no further force or effect and neither the Company nor the Purchaser shall have any further liabilities or obligations to any Person with respect thereto other than the obligation of the Company to pay the consideration which the former Company DSU Holder is entitled to receive pursuant to Section 3.1(e); and
- (iv) the Company DSU Plan shall be terminated and be of no further force or effect;

Funding of Purchaser

- (f) such number of Consideration Units as is equal to the aggregate number of Consideration Units to be received by Company Shareholders pursuant to Section 3.1(i)(i) are issued ~~and contributed~~ by Purchaser Holdco to Sunoco in exchange for the issuance by Sunoco to Purchaser Holdco of an equal number of Sunoco Class D Common Units;
- (g) (i) the Consideration Units received by Sunoco in Section 3.1(f) are contributed by Sunoco to Sunoco Retail LLC in exchange for the issuance by Sunoco Retail LLC to Sunoco of such amount of limited liability company interests in Sunoco Retail LLC as is determined by Sunoco and Sunoco Retail LLC to reflect the value of the Consideration Units so transferred, and (ii) Sunoco ~~(A)~~ transfers **such portion of the Deposited Cash (which could be any amount from zero to all of the Deposited Cash) as is determined by Sunoco (the "Sunoco Retail Deposited Cash")** ~~(cash in an amount equal to the Deposited Cash to Sunoco Retail LLC, in exchange for some combination of a promissory note from Sunoco Retail or the issuance by Sunoco Retail LLC to Sunoco of such amount of limited liability company interests in Sunoco Retail LLC as is determined by Sunoco and Sunoco Retail LLC to reflect the amount of such cash (if any) that is contributed, and (B) transfers all Deposited Cash other than Sunoco Retail Deposited Cash directly to Purchaser Midco in exchange for a promissory note from Purchaser Midco;~~
- (h) the Consideration Units and **Sunoco Retail Deposited Cash (if any)** ~~cash~~ received by Sunoco Retail LLC in Section 3.1(g) are contributed by Sunoco Retail LLC to Purchaser Midco in exchange for the issuance by Purchaser Midco to Sunoco Retail LLC of such amount of Purchaser Midco **Units Shares** as is determined by Sunoco Retail LLC and Purchaser Midco to reflect the value of the Consideration Units and cash so transferred;

Acquisition of Company Shares

- (i) each Company Share held by a Company Shareholder (other than Company Shares held by Dissenting Shareholders) shall be and shall be deemed to be, transferred without any further act or formality by the holder thereof to the Purchaser (free and clear of all Liens) and:
 - (i) in respect of the transfer of each such Company Share:
 - (A) each Combination Electing Shareholder shall receive the Combination Elected Consideration from Purchaser Midco on behalf of (and as directed by) the Purchaser;
 - (B) subject to Section 3.2, each Cash Electing Shareholder shall receive the Cash Elected Consideration from Purchaser Midco on behalf of (and as directed by) the Purchaser; and
 - (C) subject to Section 3.2, each Unit Electing Shareholder shall receive the Unit Elected Consideration from Purchaser Midco on behalf of (and as directed by) the Purchaser;
 - (ii) the holders of such Company Shares shall cease to be the holders thereof and to have any rights as holders of such Company Shares other than the right to receive the Consideration for each such Company Share in accordance with this Plan of Arrangement;
 - (iii) such holders' names shall, in respect of the Company Shares, be removed from the register of Company Shares maintained by or on behalf of the Company;
 - (iv) the Purchaser shall be recorded on the register of the holder of Company Shares maintained by or on behalf of the Company as the holder of the Company Shares so transferred and shall be deemed to be the legal and beneficial owner thereof (free and clear of all Liens); and
 - (v) the delivery of Consideration Units from Purchaser Midco on behalf of the Purchaser in Section 3.1(i)(i) shall be deemed to occur concurrently with the issuance of the common shares of the Purchaser to Purchaser Midco in Section 3.1(j); and
 - (j) concurrently with the transfers in Section 3.1(i), the Purchaser shall issue common shares of the Purchaser to Purchaser Midco as consideration for the delivery of cash and Consideration Units from Purchaser Midco on behalf of the Purchaser pursuant to Section 3.1(i)(i).
- 3.2** The Purchaser shall not be obligated to pay or cause the payment of more Cash Consideration than the Cash Maximum or more Unit Consideration than the Unit Maximum and, in this regard and notwithstanding any provision herein to the contrary:
- (a) if, but for this Section 3.2, the Unit Election Number exceeds the Available Unit Election Number, then each Unit Electing Shareholder will receive from Purchaser Midco on behalf of the Purchaser, in aggregate:
 - (i) such number of Consideration Units equal to the product obtained by multiplying the Available Unit Election Number by a fraction the numerator of which is the number of Consideration Units that would otherwise be deliverable to such

Company Shareholder pursuant to Section 3.1(i)(i) and the denominator of which is the Unit Election Number; and

- (ii) a cash amount equal to the product obtained by multiplying the Remaining Cash Amount by a fraction the numerator of which is the number of Consideration Units that would otherwise be deliverable to such Company Shareholder pursuant to Section 3.1(i)(i) and the denominator of which is the Unit Election Number; and
- (b) if, but for this Section 3.2, the Cash Election Amount exceeds the Available Cash Election Amount, then each Cash Electing Shareholder will receive from Purchaser Midco on behalf of the Purchaser, in aggregate:
- (i) a cash amount equal to the product obtained by multiplying the Available Cash Election Amount by a fraction the numerator of which is the amount of cash that would otherwise be payable to such Company Shareholder pursuant to Section 3.1(i)(i) and the denominator of which is the Cash Election Amount; and
 - (ii) such number of Consideration Units equal to the product obtained by multiplying the Remaining Unit Number by a fraction the numerator of which is the amount of cash that would otherwise be payable to such Company Shareholder pursuant to Section 3.1(i)(i) and the denominator of which is the Cash Election Amount; provided however, that if, as a result of this Section 3.2(b), a Cash Electing Shareholder would receive a cash amount equal to less than the amount such Cash Electing Shareholder would have received if such Cash Electing Shareholder was a Combination Electing Shareholder, such Cash Electing Shareholder shall be deemed to have been a Combination Electing Shareholder and elected to receive the Combination Elected Consideration pursuant to Section 3.1(i)(i)(A).
- 3.3** With respect to the election required to be made by the Company Shareholders (other than Dissenting Shareholders) pursuant to Section 3.1(i)(i):
- (a) each Company Shareholder shall make such election by depositing with the Depository, prior to the Election Deadline, a duly and properly completed Letter of Transmittal and Election Form indicating such holder's election, together with certificates representing such holder's Company Shares; and
 - (b) any Company Shareholder who does not deposit with the Depository a duly and properly completed Letter of Transmittal and Election Form prior to the Election Deadline, or otherwise fails to comply with the requirements of Section 3.3(a) and the Letter of Transmittal and Election Form or to elect to receive Cash Elected Consideration, Combination Elected Consideration or Unit Elected Consideration in respect of their Company Shares, shall be deemed to have elected to receive Combination Elected Consideration.
- 3.4** With respect to the exchange of Company Shares effected pursuant to Section 3.1(i)(i):
- (a) each Company Shareholder shall receive, in respect of each Company Share held, the Consideration, subject to Sections 5.8 and 5.9 and Article 6 [*Withholdings*]; and
 - (b) **unless otherwise agreed to in writing by the Parties**, any Letter of Transmittal and Election Form, once deposited with the Depository, shall be irrevocable and may not be withdrawn by a Company Shareholder.

ARTICLE 4
DISSENTING SHAREHOLDERS

- 4.1** Each registered Company Shareholder may exercise Dissent Rights with respect to the Company Shares held by such registered Company Shareholder in connection with the Arrangement. Dissenting Shareholders shall be deemed to have transferred the Company Shares held by them and in respect of which Dissent Rights have been validly exercised free and clear of all Liens as provided in Section 3.1 and if they:
- (a) are ultimately entitled to be paid fair value for their Company Shares, shall: (i) be deemed not to have participated in the transactions in Section 3.1, other than the transaction in Section 3.1(b) pursuant to which such Company Shares are transferred to, and acquired by, the Company; (ii) be entitled to be paid an amount equal to such fair value by the Company; and (iii) not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Dissenting Shareholders not exercised their Dissent Rights in respect of such Company Shares; or
 - (b) are ultimately not entitled, for any reason, to be paid fair value for their Company Shares, shall be deemed to have: (i) participated in the Arrangement, as of the Effective Time, on the same basis as a Company Shareholder who did not exercise its Dissent Rights and thereby to have transferred such Company Shares to the Purchaser; and (ii) elected, for the purposes of Section 3.1(i)(i), to receive Combination Elected Consideration.
- 4.2** The fair value of the Company Shares for the purposes of Section 4.1(a) shall be determined as of the close of business on the last Business Day immediately prior to the day on which the Arrangement Resolution is approved by the Company Shareholders.
- 4.3** In no event shall the Purchaser or the Company be required to recognize any Dissenting Shareholder as a Company Shareholder after the Effective Time and the names of such holders shall be removed from the register of Company Shareholders as at the Effective Time.
- 4.4** In no circumstances shall the Company or the Purchaser Parties or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Company Shares in respect of which such rights are sought to be exercised. For greater certainty, Company Incentive Holders shall not be entitled to exercise Dissent Rights in respect of their Company Incentives.
- 4.5** For greater certainty, in addition to any other restrictions in section 191 of the ABCA, any Person who has voted (including by way of instructing a proxy holder to vote) their Company Shares in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights. A registered Company Shareholder may only exercise Dissent Rights in respect of all, and not less than all, of its Company Shares.
- 4.6** Notwithstanding subsection 191(5) of the ABCA, the written notice setting forth such registered Company Shareholder's objection to the Arrangement Resolution must be received in accordance with the Interim Order by no later than 5:00 p.m. (Calgary time) on the fifth Business Day immediately prior to the date of the Company Meeting (as it may be adjourned or postponed from time to time).

ARTICLE 5
OUTSTANDING CERTIFICATES AND ROUNDING OF CONSIDERATION

5.1 Deposit of Consideration

The Purchaser Parties shall, following receipt of the Final Order and prior to the filing by the Company of the Articles of Arrangement with the Registrar, deposit, or cause to be deposited, with the Depository in escrow (a) cash in the amount equal to the Deposited Cash to be held in escrow, (b) a copy of an irrevocable direction instruction letter to Purchaser Holdco's transfer agent providing for the transfer to the Depository for the issuance of a sufficient number of Consideration Units equal to the aggregate number of Consideration Units deliverable to Company Shareholders pursuant to the Arrangement, and (c) a copy of an irrevocable instruction letter to Sunoco's transfer agent for the issuance to Purchaser Holdco of a sufficient number of Sunoco Class D Common Units equal to the number of Consideration Units to be delivered to Company Shareholders pursuant to the Arrangement. No Company Shareholder shall be entitled to receive any consideration with respect to Company Shares other than the consideration to which such Company Shareholder is entitled to receive pursuant to the Arrangement Agreement and this Plan of Arrangement, and, for greater certainty, no such Company Shareholder will be entitled to receive any interest, dividends, premium or other payment or distribution in connection therewith.

5.2 Delivery of Consideration by Depository

- (a) Promptly following the Effective Time, upon receipt of the irrevocable direction and the cash delivered by the Purchaser Parties pursuant to Section 5.1, the Depository shall cause a cheque or wire transfer representing the aggregate Cash Consideration and one or more certificates representing the Consideration Units that a Company Shareholder has the right to receive under the Arrangement for Company Shares, less any amounts withheld pursuant to Article 6, to be forwarded to those Persons who have deposited with the Depository the certificates for Company Shares, if any, a Letter of Transmittal and Election Form and such documents and instruments as the Depository may reasonably require.
- (b) The cash deposited with the Depository shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser.
- (c) The Depository shall register the Consideration Units in the name of each Company Shareholder entitled thereto or otherwise as instructed in the Filed Letter of Transmittal and Election Form deposited by such Company Shareholder.

5.3 Rights of Holders

Until the Company Shareholder deposits the certificates, if any, for Company Shares, the Letter of Transmittal and Election Form and the documents and instruments reasonably required by the Depository in accordance with Section 5.2, each certificate that immediately prior to the Effective Time represented Company Shares shall be deemed after the Effective Time to represent only the right to receive, upon such deposit, the aggregate Consideration to which such former holder of Company Shares is entitled under the Arrangement and this Plan of Arrangement or, as to those certificates held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to Section 4.1(b), the right to receive the fair value of the Company Shares formerly represented by such certificates as set out in Article 4.

5.4 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were exchanged pursuant to Section 3.1 shall have been lost, stolen or destroyed, upon satisfying such reasonable requirements as may be imposed by the Purchaser Parties and the Depository in relation to the issuance of replacement share certificates, the Depository will issue and deliver in exchange for such lost, stolen or destroyed certificate the Consideration deliverable in accordance with Section 3.1. The Person who is entitled to receive such Consideration shall, as a condition precedent to the receipt thereof, give a bond to the Purchaser Parties, the Company and the Company's transfer agent in form and substance satisfactory to the Purchaser Parties, the Company and the Company's transfer agent, or otherwise indemnify the Purchaser Parties, the Company and the Company's transfer agent, to

the reasonable satisfaction of the Purchaser Parties, the Company and the Company's transfer agent, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.5 Book-Based Registrations

For the purposes of this Plan of Arrangement, any reference to a "certificate" in respect of Company Shares or Consideration Units shall include evidence of registered ownership of Company Shares or Consideration Units, as the case may be, in an electronic book-based system maintained by the registrar and transfer agent of the Company Shares or Consideration Units, and the provisions of this Plan of Arrangement shall be read and construed (and where applicable, modified) to give effect to such interpretation.

5.6 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to the Consideration Units with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Company Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.3 or Section 5.4. Subject to applicable Law, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Consideration Units to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend with a record date after the Effective Time theretofore paid with respect to such Consideration Units.

5.7 Termination of Rights

Subject to applicable Laws relating to unclaimed property, any certificate formerly representing Company Shares that is not deposited with all other documents as required by this Plan of Arrangement, or any payment made by way of cheque to the Depositary pursuant to this Plan of Arrangement that has been returned to the Depositary or that otherwise remains unclaimed on or before the day prior to the second anniversary of the Effective Date shall cease to represent a right or interest of or a claim by any former Company Shareholder of any kind or nature against the Purchaser. On such date, the Consideration to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled, or the claim to payment hereunder that remains outstanding, as the case may be, shall be deemed to have been surrendered and forfeited to the Purchaser, for no consideration, and such rights shall thereupon terminate and be cancelled.

5.8 Rounding of Cash Consideration

Notwithstanding anything contained herein, if the aggregate cash amount which a former Company Securityholder is entitled to receive pursuant to Section 3.1 or Section 5.9 would otherwise include a fraction of \$0.01, then the aggregate cash amount to which such former Company Securityholder shall be entitled to receive shall be rounded down to the nearest whole \$0.01.

5.9 Rounding of Unit Consideration

Notwithstanding anything contained herein, no fractional Consideration Units shall be issued under this Plan of Arrangement. Where the aggregate number of the Consideration Units issuable to a former Company Shareholder would result in a fraction of a Consideration Units being issuable, such former Company Shareholder shall receive, in lieu of such fractional Consideration Units, a cash amount determined by reference to the volume weighted average trading price of Consideration Units on the New York Stock Exchange on the first five trading days on which such Consideration Units trade on such exchange following the Effective Date, converted into Canadian dollars based on the daily rate published by the Bank of Canada on the last day of such five day period. In calculating such fractional interests, all Company Shares formerly registered in the name of such former Company Shareholder shall be aggregated without regard to any underlying beneficial ownership of such Company Shares.

5.10 Paramountcy

From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over:
 - (i) any and all rights related to Company Shares issued or outstanding prior to the Effective Time; and
 - (ii) any and all rights related to Company Incentives that are outstanding at the Effective Time and the terms and conditions thereof, including the terms and conditions of the applicable Company Incentive Plan and any agreement, certificate or other instrument granting or confirming the grant of, or representing, a Company Incentive.
- (b) the rights and obligations of the Company, the Purchaser Parties, the Depositary, the Company Securityholders (including Dissenting Shareholders) and any trustee, transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement; and
- (c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to any Company Shares or Company Incentives shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 6 WITHHOLDINGS

- 6.1 Each of the Company, the Purchaser and the Depositary shall be entitled to deduct and withhold from the amounts otherwise payable to any Person under this Plan of Arrangement or any amount contemplated herein, such amounts as it is required, or reasonably believes it is required, to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada) or any provision of Applicable Law (including any proposed change of Applicable Law and any applicable assessing practices or administrative policies of a Governmental Authority) and remit such deduction and withholding amount to the appropriate Governmental Authority. To the extent that amounts are so properly deducted, withheld and remitted, such deducted, withheld and remitted amounts shall be treated for all purposes of the Arrangement Agreement and the Arrangement as having been paid to such Person in respect of which such deduction and withholding and remittance was made.

ARTICLE 7 AMENDMENTS

- 7.1 The Purchaser Parties and the Company may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) approved by the Purchaser Parties and the Company; (iii) filed with the Court and, if made following the Company Meeting, approved by the Court subject to Sections 7.4 and 7.5; and (iv) communicated to the Company Securityholders if and as required by the Court.
- 7.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Purchaser Parties or the Company at any time prior to or at the Company Meeting (provided that the other Parties shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

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- 7.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting and prior to the Effective Time shall be effective only: (i) if it is consented to in writing by each of the Purchaser Parties and the Company (each acting reasonably); and (ii) if required by the Court, it is consented to by the Company Shareholders, voting in the manner directed by the Court.
- 7.4 Any amendment, modification or supplement to this Plan of Arrangement may be made by the Purchaser Parties and the Company (upon their mutual agreement) without the approval of or communication to the Court or the Company Shareholders, provided that it concerns a matter which, in the reasonable opinion of the Purchaser Parties and the Company, is of an administrative or ministerial nature required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the economic interest of any Company Shareholders.
- 7.5 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser Parties provided that it concerns a matter which, in the reasonable opinion of the Purchaser Parties, is of an administrative or ministerial nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of Company Shares.

**ARTICLE 8
FURTHER ASSURANCES**

- 8.1 Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document, give effect to or evidence any of the transactions or events set out in this Plan of Arrangement or otherwise to carry out the full intent and meaning of this Plan of Arrangement.

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SUNOCOCORP MANAGEMENT LLC**

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**THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT
OF SUNOCOCORP MANAGEMENT LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF SUNOCOCORP MANAGEMENT LLC (the “*Company*”), dated as of October 27, 2025, is entered into by Energy Transfer LP, a Delaware limited partnership (“*ET*”), as sole member of the Company as of the date hereof (in such capacity, the “*Sole Member*”).

RECITALS:

WHEREAS, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act by the filing of a Certificate of Formation with the Secretary of State of Delaware on December 7, 1999.

WHEREAS, the Company was previously governed by that certain Second Amended and Restated Limited Liability Company Agreement, dated as of July 20, 2018 (the “*Second A&R LLC A*”).

WHEREAS, NuStar GP Holdings, LLC, a Delaware limited liability company (“*NuStar Holdings*”), was previously the sole member of the Company and, in connection with the consummations of the transactions contemplated by that certain Arrangement Agreement, dated as of May 4, 2025, by and among Sunoco LP, a Delaware limited partnership (“*Sunoco*”), NuStar GP Holdings, LLC (n/k/a SunocoCorp LLC), a Delaware limited liability company and wholly-owned subsidiary of Sunoco (“*SunocoCorp*”), 2709716 Alberta Ltd., an Alberta corporation and wholly-owned subsidiary of SunocoCorp, and Parkland Corporation, an Alberta corporation, NuStar Holdings sold the Company to ET.

WHEREAS, ET, in its capacity as the Sole Member of the Company, now desires to amend and restate the Second A&R LLC A in its entirety by executing this Third Amended and Restated Limited Liability Company Agreement.

NOW THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the Sole Member hereby enters into this Agreement:

**ARTICLE I
DEFINITIONS**

SECTION 1.1 *Definitions*. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

“*Act*” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

“*Affiliate*” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries’ controls, is controlled by or is under common control with, the Person in question. As used herein, the term “control” means the possession, direct or indirect,

of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“*Agreement*” means this Third Amended and Restated Limited Liability Company Agreement of SunocoCorp Management LLC, as it may be amended, supplemented or restated from time to time. The Agreement constitutes a “*limited liability company agreement*” as such term is defined in the Act.

“*Board*” means the board of directors of the Company.

“*Capital Contribution*” means any cash, cash equivalents or the value of Contributed Property contributed to the Company.

“*Certificate of Formation*” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware as referenced in Section 2.1, as such Certificate of Formation may be amended, supplemented or restated from time to time.

“*Chairman*” is defined in Section 5.2(d).

“*Common Units*” is defined in the SunocoCorp Agreement.

“*Company*” means SunocoCorp Management LLC, a Delaware limited liability company, and any successors thereto. For the avoidance of doubt, references in this Agreement to the Company shall not include SunocoCorp or Sunoco GP LLC or any of their Subsidiaries.

“*Company Group*” means the Company and any Subsidiary of the Company, treated as a single consolidated entity.

“*Contributed Property*” means each property, contract, or other asset, in such form as may be permitted by the Act, but excluding cash, contributed to the Company.

“*Directors*” is defined in Section 5.1.

“*ET*” means Energy Transfer LP, a Delaware limited partnership.

“*Group Member*” means a member of the Company Group.

“*Indemnitee*” means (a) the Sole Member; (b) any Person who is or was an Affiliate of the Company; (c) any Person who is or was a member, partner, director, officer, fiduciary or trustee of the Company, any Group Member or SunocoCorp; (d) any Person who is or was serving at the request of the Sole Member as a member, partner, director, officer, fiduciary or trustee of another Person, in each case, acting in such capacity, *provided*, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services; and (e) any Person the Company designates as an “Indemnitee” for purposes of this Agreement.

“*Independent Director*” is defined in Section 5.2(c)(ii).

“*Listing Date*” means the first day upon which the Common Units are listed or admitted to trading on the New York Stock Exchange or another national securities exchange.

“*Membership Interest*” means all of the Sole Member’s rights and interest in the Company in the Sole Member’s capacity as the Sole Member, all as provided in the Certificate of Formation, this Agreement and the Act, including, without limitation, the Sole Member’s interest in the capital, income, gain, deductions, losses and credits of the Company.

“*NuStar Holdings*” means NuStar GP Holdings, LLC, a Delaware limited liability company.

“*Officer*” has the meaning given to such term in [Section 6.1\(a\)](#).

“*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.

“*Second A&R LLC*” means that certain Second Amended and Restated Limited Liability Company Agreement, dated as of July 20, 2018.

“*Sole Member*” means ET, or any successor sole member of the Company.

“*Subsidiary*” means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general partner of such partnership, but only if such Person, directly or by one or more Subsidiaries of such Person, or a combination thereof, controls such partnership, directly or indirectly, at the date of determination or (c) any other Person in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

“*Sunoco*” means Sunoco LP, a Delaware limited partnership.

“*SunocoCorp*” means SunocoCorp LLC, a Delaware limited liability company.

“*SunocoCorp Agreement*” means the Amended and Restated Limited Liability Company Agreement of SunocoCorp LLC, as it may be amended, supplemented or restated from time to time.

“*SunocoCorp Interest*” means a limited liability company interest in SunocoCorp but shall exclude any options, rights, warrants, appreciation rights tracking and phantom interests, and other economic interests relating to an equity interest in SunocoCorp.

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

SECTION 1.2 *Construction.*

(a) Unless the context requires otherwise: (i) capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the SunocoCorp Agreement; (ii) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (iii) references to Articles and Sections refer to Articles and Sections of this Agreement; and (iv) the term “include” or “includes” means includes, without limitation, and “including” means including, without limitation.

(b) A reference to any Person includes such Person’s successors and permitted assigns.

**ARTICLE II
ORGANIZATION**

SECTION 2.1 *Formation.* On December 7, 1999, the Company was formed as a limited liability company pursuant to the provisions of the Act by virtue of the filing of the Certificate of Formation with the Secretary of State of the State of Delaware.

SECTION 2.2 *Name.* The name of the Company shall be “SunocoCorp Management LLC”. The Company’s business may be conducted under any other name or names deemed necessary or appropriate by the Board in its discretion, including, if consented to by the Board, the name of SunocoCorp. The words “Limited Liability Company,” “L.L.C.” or “LLC” or similar words or letters shall be included in the Company’s name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The Board in its discretion may change the name of the Company at any time and from time to time and shall promptly notify the Sole Member of such change.

SECTION 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* Unless and until changed by the Board, the registered office of the Company in the State of Delaware shall be located at 251 Little Falls Drive, Wilmington, Delaware, 19808, and the registered agent for service of process of the Company in the State of Delaware at such registered office shall be Corporation Service Company. The principal office of the Company shall be located at 8111 Westchester Drive, Suite 400, Dallas, Texas 75225, or such other place as the Board may from time to time designate. The Company may maintain offices at such other place or places within or outside the State of Delaware as the Board determines to be necessary or appropriate.

SECTION 2.4 *Purpose and Business.* The purpose and nature of the business to be conducted by the Company shall be to (a) serve as the manager of SunocoCorp and, in connection therewith, to exercise all rights conferred upon the Company as the manager of SunocoCorp in accordance with the SunocoCorp Agreement; (b) engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that the Company is permitted to engage in and, in connection therewith, to exercise all of the rights and powers conferred upon the Company pursuant to the agreements relating to such business activity; (c) engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the Sole Member and that lawfully may be conducted by a limited liability company organized pursuant to the Act and, in connection

therewith, to exercise all of the rights and powers conferred upon the Company pursuant to the agreements relating to such business activity; (d) guarantee, mortgage, pledge or encumber any or all of its assets in connection with any indebtedness of any Affiliate of the Company; and (e) do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member, SunocoCorp or any Subsidiary of SunocoCorp or Sunoco GP LLC.

SECTION 2.5 *Powers*. The Company shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Company.

SECTION 2.6 *Term*. The term of the Company commenced upon the filing of the Certificate of Formation in accordance with the Act and shall continue in existence in perpetuity or until the dissolution of the Company in accordance with the provisions of Article VIII. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation as provided in the Act.

SECTION 2.7 *Title to Company Assets*. Title to Company assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and the Sole Member shall not have any ownership interest in such Company assets or any portion thereof.

ARTICLE III RIGHTS OF SOLE MEMBER

SECTION 3.1 *Voting*. Unless otherwise granted to the Board by this Agreement, the Directors shall not have any voting or management rights with respect to the Company and the Sole Member shall possess all voting rights in all matters relating to the Company, including, without limitation, matters relating to the amendment of this Agreement (except as provided in Section 2.2), any merger, consolidation or conversion of the Company, any sale of all or substantially all of the assets of the Company and the termination, dissolution and liquidation of the Company. The Sole Member may act by written consent without a meeting with respect to any action it could act upon at a meeting.

SECTION 3.2 *Distributions*. Distributions by the Company of cash or other property shall be made to the Sole Member at such time as the Sole Member deems appropriate.

ARTICLE IV CAPITAL CONTRIBUTIONS; PREEMPTIVE RIGHTS; NATURE OF MEMBERSHIP INTEREST

SECTION 4.1 *Initial Capital Contributions*. NuStar Holdings or its predecessor in interest has previously made Capital Contributions to the Company.

SECTION 4.2 *Additional Capital Contributions*. The Sole Member shall not be obligated to make additional Capital Contributions to the Company.

SECTION 4.3 *No Preemptive Rights*. No Person shall have preemptive, preferential or other similar rights with respect to: (a) additional Capital Contributions; (b) issuance or sale of any class or series of Membership Interests, whether unissued, held in the treasury or hereafter created; (c) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such Membership Interests; (d) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any such Membership Interests; or (e) issuance or sale of any other securities that may be issued or sold by the Company.

SECTION 4.4 *Fully Paid and Non-Assessable Nature of Membership Interests*. All Membership Interests issued pursuant to, and in accordance with, the requirements of this Article IV shall be fully paid and non-assessable Membership Interests, except as such non-assessability may be affected by Section 18-607 and 18-804 of the Act.

ARTICLE V MANAGEMENT AND OPERATION OF BUSINESS

SECTION 5.1 *Establishment of the Board*. The number of directors (the “*Directors*”) constituting the board of directors of the Company shall be at least three and not more than twelve, unless otherwise fixed from time to time pursuant to action by the Sole Member. The Directors shall be elected or approved by the Sole Member. The Directors shall serve as Directors of the Company for their term of office established pursuant to Section 5.3.

SECTION 5.2 *The Board; Delegation of Authority and Duties*.

(a) *Sole Members and Board*. Except as otherwise provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board, which shall possess all rights and powers which are possessed by “managers” under the Act and otherwise by applicable law, pursuant to Section 18-402 of the Act, subject to the provisions of this Agreement. Except as otherwise provided for herein, the Sole Member hereby consents to the exercise by the Board of all such powers and rights conferred on it by the Act or otherwise by applicable law with respect to the management and control of the Company.

(b) *Delegation by the Board*. The Board shall have the power and authority to delegate to one or more other Persons the Board’s rights and powers to manage and control the business and affairs of the Company, including delegating such rights and powers of the Board to agents and employees of the Company (including Officers). The Board may authorize any Person (including, without limitation, the Sole Member, or any Director or Officer) to enter into any document on behalf of the Company and perform the obligations of the Company thereunder.

(c) *Committees*.

(i) The Board may establish committees of the Board and may delegate any of its responsibilities to such committees.

(ii) On or before the Listing Date, the Board shall have an audit committee comprised of at least one Director as of such Listing Date, at least two Directors within 90 days of the Listing Date and at least three Directors within one year of the Listing Date, all of whom shall be Independent Directors. Such audit committee shall establish a written audit committee charter in accordance with the rules of the principal national securities exchange on which a class of SunocoCorp Interests of SunocoCorp are listed or admitted to trading, as amended from time to time. “*Independent Director*” shall mean Directors meeting independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder and by the national securities exchange on which any class of SunocoCorp Interests of SunocoCorp are listed or admitted to trading.

(d) *Chairman of the Board.* The Board may elect a chairman (the “*Chairman*”) of the Board. The Chairman of the Board, if elected, shall be a member of the Board and shall preside at all meetings of the Board and of the members of SunocoCorp. The Chairman of the Board shall not be an Officer by virtue of being the Chairman of the Board but may otherwise be an Officer. The Chairman of the Board may be removed either with or without cause at any time by the affirmative vote of a majority of the Board. No removal or resignation as Chairman of the Board shall affect such Chairman’s status as a Director.

SECTION 5.3 *Term of Office.* Once designated pursuant to Section 5.1, a Director shall continue in office until the removal of such Director in accordance with the provisions of this Agreement or until the earlier death or resignation of such Director. Any Director may resign at any time by giving written notice of such Director’s resignation to the Board. Any such resignation shall take effect at the time the Board receives such notice or at any later effective time specified in such notice. Unless otherwise specified in such notice, the acceptance by the Board of such Director’s resignation shall not be necessary to make such resignation effective. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors or from any other cause shall be filled by the Sole Member. Notwithstanding anything herein or under applicable law to the contrary, any Director may be removed at any time with or without cause by the Sole Member.

SECTION 5.4 *Meetings of the Board and Committees.*

(a) *Meetings.* The Board (or any committee of the Board) shall meet at such time and at such place as the Chairman of the Board (or the chairman of such committee) may designate. If no Chairman has been elected or is serving, the Board shall meet at such time and such place as a majority of the Directors may designate. Written notice of all regular meetings of the Board (or any committee of the Board) must be given to all Directors (or all members of such committee) at least two days prior to the regular meeting of the Board (or such committee). Special meetings of the Board (or any committee of the Board) shall be held at the request of the Chairman, a majority of the Directors (or a majority of the members of such committee) or the Sole Member upon at least two days’ (if the meeting is to be held in person) or twenty-four hours’ (if the meeting is to be held telephonically) oral or written notice to the Directors (or the members of such committee) or upon such shorter notice as may be approved by the Directors (or the members of such committee), which approval may be given before or after the relevant meeting to which the notice

relates. All notices and other communications to be given to Directors (or members of a committee) shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service or three days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or when received in the form of a telegram, as an attachment to an electronic mail message or facsimile, and shall be directed to the address, electronic mail address or facsimile number as such Director (or member) shall designate by notice to the Company. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board (or committee) need be specified in the notice of such meeting. Any Director (or member of such committee) may waive the requirement of such notice as to such Director (or such member).

(b) *Conduct of Meetings.* Any meeting of the Board (or any committee of the Board) may be held in person or by telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

(c) *Quorum.* Fifty percent or more of all Directors (or members of a committee of the Board), present in person or participating in accordance with Section 5.4(b), shall constitute a quorum for the transaction of business, but if at any meeting of the Board (or committee) there shall be less than a quorum present, a majority of the Directors (or members of a committee) present may adjourn the meeting without further notice. The Directors (or members of a committee) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors (or members of a committee) to leave less than a quorum; *provided*, however, that only the acts of the Directors (or members of a committee) meeting the requirements of Section 5.5 shall be deemed to be acts of the Board (or such committee).

SECTION 5.5 *Voting.* Except as otherwise provided in this Agreement, the effectiveness of any vote, consent or other action of the Board (or any committee) in respect of any matter shall require either (a) the presence of a quorum and the affirmative vote of a majority of the Directors (or members of such committee) present or (b) the written consent (in lieu of meeting) of the Directors (or members of such committee) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Board (or any committee) at which all Directors (or members of such committee) entitled to vote thereon were present and voted. Any Director may vote in person or by proxy (pursuant to a power of attorney) on any matter that is to be voted on by the Board at a meeting thereof.

SECTION 5.6 *Responsibility and Authority of the Board.*

(a) *General.* Except as otherwise provided in this Agreement, the relative authority and functions of the Board, on the one hand, and the Officers, on the other hand, shall be identical to the relative authority and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporation Law of the State of Delaware. The Officers shall be vested with such powers and duties as are set forth in Section 6.1 hereof and as are specified by the Board from time to time. Accordingly, except as otherwise specifically provided in this Agreement, the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers who shall be agents of the Company. In addition to the powers and

authorities expressly conferred on the Board by this Agreement, the Board may exercise all such powers of the Company and do all such acts and things as are not restricted by this Agreement, the SunocoCorp Agreement, the Act or applicable law.

(b) *Member Consent Required for Extraordinary Matters.* Notwithstanding anything herein to the contrary, the Board will not take any action without approval of the Sole Member with respect to an extraordinary matter that would have, or would reasonably be expected to have, a material effect, directly or indirectly, on the Sole Member's interests in the Company. The type of extraordinary matter referred to in the prior sentence which requires approval of the Sole Member shall include, but not be limited to, the following: (i) commencement of any action relating to bankruptcy, insolvency, reorganization or relief of debtors by the Company or a material Subsidiary thereof; (ii) a merger, consolidation, recapitalization or similar transaction involving the Company, SunocoCorp or a material Subsidiary thereof; (iii) a sale, exchange or other transfer not in the ordinary course of business of a substantial portion of the assets of SunocoCorp or a material Subsidiary of SunocoCorp, viewed on a consolidated basis, in one or a series of related transactions; (iv) dissolution or liquidation of the Company or SunocoCorp; and (v) a material amendment of the SunocoCorp Agreement. An extraordinary matter will be deemed approved by the Sole Member if the Board receives a written, facsimile or electronic instruction evidencing such approval from the Sole Member or if a majority of the Directors that do not qualify as Independent Directors because of their affiliation with the Sole Member, approve such matter. To the fullest extent permitted by law, a Director, acting as such, shall have no duty, responsibility or liability to the Sole Member with respect to any action by the Board approved by the Sole Member.

(c) *Member-Managed Decisions.*

(i) Notwithstanding anything herein to the contrary, the Sole Member shall have exclusive authority over the internal business and affairs of the Company that do not relate to management and control of SunocoCorp and its subsidiaries. For illustrative purposes, the internal business and affairs of the Company where the Sole Member shall have exclusive authority include (i) the amount and timing of distributions paid by the Company, (ii) the issuance or repurchase of any equity interests in the Company, (iii) the prosecution, settlement or management of any claim made directly against the Company, (iv) the decision to sell, convey, transfer or pledge any asset of the Company, (v) the decision to amend, modify or waive any rights relating to the assets of the Company and (vi) the decision to enter into any agreement to incur an obligation of the Company other than an agreement entered into for and on behalf of SunocoCorp for which the Company is liable exclusively by virtue of the Company's capacity as manager of SunocoCorp or of any of its Affiliates.

(ii) In addition, notwithstanding anything herein to the contrary, the Sole Member shall have exclusive authority to cause the Company to exercise the rights of the Company as manager of SunocoCorp (or those exercisable after the Company ceases to be the manager of SunocoCorp) where (A) the Company makes a determination or takes or declines to take any other action in its individual capacity under the SunocoCorp Agreement, as opposed to its capacity as the manager of SunocoCorp or (B) where the SunocoCorp Agreement permits the Company to make a determination or take or decline to take any other action in its sole discretion. For illustrative purposes, a list of provisions

where the Company would be acting in its individual capacity or is permitted to act in its sole discretion is contained in Appendix A hereto.

SECTION 5.7 *Devotion of Time*. The Directors shall not be obligated and shall not be expected to devote all of their time or business efforts to the affairs of the Company (except, to the extent appropriate, in their capacity as employees of the Company).

SECTION 5.8 *Certificate of Formation*. The Certificate of Formation has previously been filed with the Secretary of State of the State of Delaware as required by the Act. The Board shall use all reasonable efforts to cause to be filed such additional certificates or documents as may be determined by the Board to be necessary or appropriate for the formation, continuation, qualification and operation of a limited liability company in the State of Delaware or any other state in which the Company may elect to do business or own property. To the extent that such action is determined by the Board to be necessary or appropriate, the Board shall cause the Officers to file amendments to and restatements of the Certificate of Formation and do all things to maintain the Company as a limited liability company under the laws of the State of Delaware or of any other state in which the Company may elect to do business or own property.

SECTION 5.9 *Benefit Plans*. The Board may propose and adopt on behalf of the Company employee benefit plans, employee programs and employee practices, or cause SunocoCorp to issue SunocoCorp Interests, in connection with or pursuant to any employee benefit plan, employee program or employee practice maintained or sponsored by any Group Member or any Affiliate thereof, in each case for the benefit of employees of the Company, any Group Member or any Affiliate thereof, or any of them, in respect of services performed, directly or indirectly, for the benefit of any Group Member.

SECTION 5.10 *Indemnification*.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Company; *provided*, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 5.10, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 5.10 shall be made only out of the assets of the Company, it being agreed that the Sole Member shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 5.10(a) in appearing at, participating in or defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 5.10, the Indemnitee is not entitled to be indemnified upon receipt by the Company of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 5.10.

(c) The indemnification provided by this Section 5.10 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Company may purchase and maintain (or reimburse the Sole Member or its Affiliates for the cost of) insurance, on behalf of the Directors, the Officers, the Sole Member, its Affiliates, the Indemnitees and such other Persons as the Sole Member shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Company's activities or such Person's activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 5.10, the Company shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Company also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 5.10(a); and action taken or omitted by an Indemnitee with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Company.

(f) In no event may an Indemnitee subject the Sole Member to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 5.10 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 5.10 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 5.10 shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified

by the Company, nor the obligations of the Company to indemnify any such Indemnitee under and in accordance with the provisions of this Section 5.10 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

SECTION 5.11 *Liability of Indemnitees.*

(a) Notwithstanding anything to the contrary set forth in this Agreement or the SunocoCorp Agreement, no Indemnitee shall be liable for monetary damages to the Company, the Sole Member or any other Persons who have acquired interests in the Company for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to SunocoCorp or to the members, any Indemnitee acting in connection with SunocoCorp's business or affairs shall not be liable to SunocoCorp or to any of its members for its good faith reliance on the provisions of this Agreement.

(c) Any amendment, modification or repeal of this Section 5.11 shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 5.11 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

SECTION 5.12 *Reliance by Third Parties.* Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Company shall be entitled to assume that any Officer authorized by the Board to act for and on behalf of and in the name of the Company has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any authorized contracts on behalf of the Company, and such Person shall be entitled to deal with any such Officer as if it were the Company's sole party in interest, both legally and beneficially. The Sole Member hereby waives any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of any such Officer in connection with any such dealing. In no event shall any Person dealing with any such Officer or its representatives be obligated to ascertain that the terms of the Agreement have been complied with or to inquire into the necessity or expedience of any act or action of any such Officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Company by any Officer authorized by the Board shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of and in the name of the Company and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Company.

SECTION 5.13 *Other Business of Members.*

(a) *Existing Business Ventures.* The Sole Member, each Director and their respective Affiliates may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company or SunocoCorp, and the Company, SunocoCorp, the Directors and the Sole Member shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company or SunocoCorp, shall not be deemed wrongful or improper or a breach of any duty.

(b) *Business Opportunities.* None of the Sole Member, any Director or any of their respective Affiliates shall be obligated to present any particular investment opportunity to the Company or SunocoCorp even if such opportunity is of a character that the Company, SunocoCorp or any of their respective Subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and the Sole Member, each Director or any of their respective Affiliates shall have the right to take for such person's own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity, and any such action shall not constitute a breach of any duty existing at law, in equity or otherwise.

**ARTICLE VI
OFFICERS**

SECTION 6.1 *Officers.*

(a) *Generally.* The Board shall appoint agents of the Company, referred to as "*Officers*" of the Company as described in this Section 6.1, who shall be responsible for the day-to-day business affairs of the Company, subject to the overall direction and control of the Board. Unless provided otherwise by the Board, the Officers shall have the titles, power, authority and duties described below in this Section 6.1.

(b) *Titles and Number.* The Officers shall be one or more Presidents, any and all Vice Presidents, the Secretary and any and all Assistant Secretaries and any Treasurer and any and all Assistant Treasurers and any other Officers appointed pursuant to this Section 6.1. There shall be appointed from time to time, in accordance with this Section 6.1, such Vice Presidents, Secretaries, Assistant Secretaries, Treasurers and Assistant Treasurers as the Board may desire. Any Person may hold two or more offices.

(i) *President.* The Board shall elect one or more individuals to serve as President. In general, each President, subject to the direction and supervision of the Board, shall have general and active management and control of the affairs and business and general supervision of the Company, and SunocoCorp and its subsidiaries, and its officers, agents and employees, and shall perform all duties incident to the office of President of the Company and such other duties as may be prescribed from time to time by the Board. Each President shall have the nonexclusive authority to sign on behalf of the Company any deeds, mortgages, leases, bonds, notes, certificates, contracts or other instruments, except in cases where the execution thereof shall be expressly delegated by the Board or by this

Agreement to some other Officer or agent of the Company or shall be required by law to be otherwise executed. In the absence of the Chairman, or the Vice Chairman, if there is one, or in the event of the Chairman's inability or refusal to act, a President shall perform the duties of the Chairman, and each President, when so acting, shall have all of the powers of the Chairman.

(ii) *Vice Presidents.* The Board, in its discretion, may elect one or more Vice Presidents. If a President does not have the role of chief financial officer of the Company, to have responsibility to oversee the financial operations of the Company, and SunocoCorp and its subsidiaries, the Board shall elect one or more individuals to serve as Vice Presidents and chief financial officers. In the absence of any President or in the event of a Presidents' inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of a President, and the Vice President, when so acting, shall have all of the powers and be subject to all the restrictions upon a President. Each Vice President shall perform such other duties as from time to time may be assigned by a President or the Board.

(iii) *Secretary and Assistant Secretaries.* The Board, in its discretion, may elect a Secretary and one or more Assistant Secretaries. The Secretary shall record or cause to be recorded in books provided for that purpose the minutes of the meetings or actions of the Board, of the Sole Member and of the members of SunocoCorp, shall see that all notices are duly given in accordance with the provisions of this Agreement and as required by law, shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by this Agreement, the Board or a President. The Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability or refusal to act.

(iv) *Treasurer and Assistant Treasurers.* The Board, in its discretion, may elect a Treasurer and one or more Assistant Treasurers. The Treasurer shall keep or cause to be kept the books of account of the Company and shall render statements of the financial affairs of the Company in such form and as often as required by this Agreement, the Board or a President. The Treasurer, subject to the order of the Board, shall have the custody of all funds and securities of the Company. The Treasurer shall perform all other duties commonly incident to his office and shall perform such other duties and have such other powers as this Agreement, the Board or a President, shall designate from time to time. The Assistant Treasurers shall exercise the power of the Treasurer during that Officer's absence or inability or refusal to act. Each of the Assistant Treasurers shall possess the same power as the Treasurer to sign all certificates, contracts, obligations and other instruments of the Company. If no Treasurer or Assistant Treasurer is appointed and serving or in the absence of the appointed Treasurer and Assistant Treasurer, a President or such other Officer as the Board shall select, shall have the powers and duties conferred upon the Treasurer.

(c) *Other Officers and Agents.* The Board may appoint such other Officers and agents as may from time to time appear to be necessary or advisable in the conduct of the affairs of the

Company, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

(d) *Appointment and Term of Office.* The Officers shall be appointed by the Board at such time and for such terms as the Board shall determine. Any Officer may be removed, with or without cause, only by the Board. Vacancies in any office may be filled only by the Board.

(e) *Powers of Attorney.* The Board may grant powers of attorney or other authority as appropriate to establish and evidence the authority of the Officers and other Persons.

(f) *Officers' Delegation of Authority.* Unless otherwise provided by resolution of the Board, no Officer shall have the power or authority to delegate to any Person such Officer's rights and powers as an Officer to manage the business and affairs of the Company.

SECTION 6.2 *Compensation.* The Officers shall receive such compensation for their services as may be designated by the Board or any committee thereof established for the purpose of setting compensation.

ARTICLE VII BOOKS, RECORDS, ACCOUNTING AND REPORTS

SECTION 7.1 *Records and Accounting.* The Board shall keep or cause to be kept at the principal office of the Company appropriate books and records with respect to the Company's business. The books of account of the Company shall be (a) maintained on the basis of a fiscal year that is the calendar year and (b) maintained on an accrual basis in accordance with U.S. GAAP, consistently applied.

SECTION 7.2 *Reports.* With respect to each calendar year, the Board shall prepare, or cause to be prepared, and deliver, or cause to be delivered, to the Sole Member:

(a) Within 120 days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year and a balance sheet as of the end of such year.

(b) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by the Sole Member on or before June 15 following the end of each calendar year of its income tax return with respect to such year.

SECTION 7.3 *Bank Accounts.* Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Board. All withdrawals from any such depository shall be made only as authorized by the Board and shall be made only by check, wire transfer, debit memorandum or other written instruction.

ARTICLE VIII DISSOLUTION AND LIQUIDATION

SECTION 8.1 *Dissolution.*

-
- (a) The Company shall be of perpetual duration; however, the Company shall dissolve, and its affairs shall be wound up, upon:
- (i) an election to dissolve the Company by the Sole Member;
 - (ii) the entry of a decree of judicial dissolution of the Company pursuant to the provisions of the Act; or
 - (iii) a merger or consolidation under the Act where the Company is not the surviving entity in such merger or consolidation.
- (b) No other event shall cause a dissolution of the Company.

SECTION 8.2 *Effect of Dissolution*. Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Sole Member shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Sole Member shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining fair value therefor, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 8.3, and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

SECTION 8.3 *Application of Proceeds*. Upon dissolution and liquidation of the Company, the assets of the Company shall be applied and distributed in the following order of priority:

(a) First, to the payment of debts and liabilities of the Company (including to the Sole Member to the extent permitted by applicable law) and the expenses of liquidation;

(b) Second, to the setting up of such reserves as the Person required or authorized by law to wind up the Company's affairs may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company, *provided*, that any such reserves shall be paid over by such Person to an escrow agent appointed by the Sole Member, to be held by such agent or its successor for such period as such Person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided; and

(c) Thereafter, the remainder to the Sole Member.

ARTICLE IX GENERAL PROVISIONS

SECTION 9.1 *Addresses and Notices*. Any notice, demand, request, report or proxy materials required or permitted to be given or made to the Sole Member under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Sole Member at

the address described below. Any notice to the Company shall be deemed given if received by a President at the principal office of the Company designated pursuant to Section 2.3. The Company may rely and shall be protected in relying on any notice or other document from the Sole Member or other Person if believed by it to be genuine.

Energy Transfer LP
8111 Westchester Drive
Suite 600
Dallas, Texas 75225
Attention: General Counsel
Telephone: (214) 981-0700

SECTION 9.2 *Creditors*. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company.

SECTION 9.3 *Applicable Law*. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

SECTION 9.4 *Invalidity of Provisions*. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

SECTION 9.5 *Third Party Beneficiaries*. The Sole Member agrees that any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee.

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IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first written above.

SOLE MEMBER:

ENERGY TRANSFER LP

By: LE GP, LLC, its general partner

By: /s/ Thomas E. Long

Name: Thomas E. Long

Title: Co-Chief Executive Officer

Appendix A

The following are provisions of the SunocoCorp Agreement where the Company is permitted to act in its sole discretion or would be acting in its individual capacity. Capitalized terms used but not defined in this Appendix A have the meanings assigned to them in the SunocoCorp Agreement.

- (a) Section 2.4 (“*Purpose and Business*”), with respect to decisions to propose or approve the conduct by SunocoCorp of any business;
- (b) Section 5.3 (“*Limited Preemptive Right*”);
- (c) Section 7.6(d) (relating to the right of the Company and its Affiliates to purchase Units or other Membership Interests and exercise rights related thereto);
- (d) Section 7.7 (“*Indemnification*”), solely with respect to any decision by the Company to exercise its rights as an “Indemnitee”;
- (e) Section 7.9(b) (relating to decisions to appoint or remove directors of MLP GP under the Delegation Agreement);
- (f) Section 11.1 (“*Withdrawal of the Manager*”), solely with respect to the decision by the Company to withdraw as Manager of SunocoCorp and to giving notices required thereunder;
- (g) Section 11.3 (“*Interest of Departing Manager and Successor Manager*”);
- (h) Section 13.2 (“*Amendment Procedures*”); and
- (i) Section 15.1 (“*Right to Acquire Non-Managing Member Interests*”).

**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

DESCRIPTION OF COMMON UNITS

The following description of the common units of SunocoCorp LLC, a Delaware limited liability company ("**SunocoCorp**") is a summary and does not purport to be complete. It is subject to and is qualified in its entirety by reference to the Certificate of Formation of SunocoCorp, as amended (the "**Certificate of Formation**"), and the full text of the Amended and Restated Limited Liability Company Agreement of SunocoCorp (as amended or modified from time to time, the "**SunocoCorp LLCA**"), which are incorporated by reference or filed as an exhibit to the Current Report on Form 8-K of which this Exhibit 4.1 is a part. We encourage you to read our Certificate of Formation, the SunocoCorp LLCA and the applicable provisions of the Delaware Limited Liability Company Act for additional information.

The Common Units

The SunocoCorp Common Units represent non-managing member limited liability company interests in SunocoCorp. The holders of SunocoCorp Common Units are entitled to participate in distributions and to exercise the rights and privileges available to non-managing members under the SunocoCorp LLCA.

Following the consummation of the transactions contemplated by the Arrangement Agreement, dated as of May 4, 2025, among SunocoCorp, Sunoco LP ("**Sunoco**"), Parkland Corporation and 2709716 Alberta ULC (as amended, the "**Arrangement Agreement**"), and the Plan of Arrangement attached thereto (the "**Plan of Arrangement**"), the SunocoCorp Common Units will be listed on the New York Stock Exchange under the symbol "SUNC".

Voting Rights

The holders of outstanding SunocoCorp Common Units are entitled to a vote according to their percentage interest in SunocoCorp on all matters voted on by holders of SunocoCorp Common Units. The holders of SunocoCorp Common Units will have no voting rights other than on the limited matters specified in the SunocoCorp LLCA, as described below under "SunocoCorp LLCA—Voting Rights".

Board of Directors

All activities of SunocoCorp will be conducted, directed and managed by a managing member (the "**SunocoCorp Manager**"), which will hold a limited liability company interest representing the management and ownership interest (the "**Managing Member Interest**") in SunocoCorp. Energy Transfer LP ("**Energy Transfer**") owns and controls the SunocoCorp Manager and appoints all of the members of the board of directors of the SunocoCorp Manager. Non-managing members, including holders of SunocoCorp Common Units, will have no right to designate, elect, appoint or remove the members of the board of directors of the SunocoCorp Manager.

SunocoCorp is also party to an agreement with Energy Transfer pursuant to which Energy Transfer will delegate to it the right to elect, appoint and remove members of the board of directors of Sunoco GP LLC, the general partner of Sunoco. Holders of SunocoCorp Common Units, however, will have no vote on, or other ability to influence, how the SunocoCorp Manager exercises such right.

Liquidation Rights

In the event of a liquidation, dissolution or winding up of SunocoCorp, the holders of SunocoCorp Common Units are entitled to receive distributions of the assets of SunocoCorp remaining after satisfaction and discharge of all of SunocoCorp's liabilities on a pro rata basis in accordance with their respective percentage interests in SunocoCorp.

Transfer of SunocoCorp Common Units

SunocoCorp Common Units are securities and are transferable according to the laws governing transfers of securities. Upon a transfer of SunocoCorp Common Units in accordance with the SunocoCorp LLCA, each transferee of SunocoCorp Common Units will be admitted as a member with respect to the SunocoCorp Common Units transferred when such transfer and admission is reflected in SunocoCorp's books and records. Until a SunocoCorp Common Unit has been transferred on SunocoCorp's books, SunocoCorp and its transfer agent may treat the record holder of the common unit as the absolute owner for all purposes, except as otherwise required by law or stock exchange regulations. The SunocoCorp Manager will, or will cause SunocoCorp's transfer agent to, update SunocoCorp's books and records from time to time as necessary to accurately reflect the information therein. By accepting any SunocoCorp Common Units, each transferee:

- represents that the transferee has the capacity, power and authority to become bound by the SunocoCorp LLCA;
- automatically agrees to be bound by the terms and conditions of, and is deemed to have executed, the SunocoCorp LLCA; and
- gives the consents, waivers and acknowledgments contained in the SunocoCorp LLCA.

SunocoCorp may, at its discretion, treat the nominee holder of a SunocoCorp Common Unit as the absolute owner. In that case, the beneficial holder's rights are limited solely to those that it has against the nominee holder as a result of any agreement between the beneficial owner and the nominee holder.

Dividends and Distributions

Cash Distribution Policy

The SunocoCorp LLCA provides that it will be the policy of SunocoCorp to pay regular quarterly cash distributions of substantially all of SunocoCorp's cash available for distribution each fiscal quarter. The SunocoCorp Manager will make a determination of the amount of cash available for distribution to SunocoCorp members, based upon cash on hand at the end of the fiscal quarter, after establishing reserves for the prudent conduct of SunocoCorp's business or for distributions to members in respect of future fiscal quarters as the SunocoCorp Manager may determine to be appropriate. The SunocoCorp Manager may change SunocoCorp's cash distribution policy at any time without amending the SunocoCorp LLCA. Any such distributions will be made to SunocoCorp's members pro rata in accordance with their percentage ownership interest in SunocoCorp.

Under the Arrangement Agreement, for a two-year period following the date on which the Plan of Arrangement becomes effective, SunocoCorp has agreed to declare and pay on each SunocoCorp Common Unit a dividend or distribution in an amount equal to 100% of the distributions paid by Sunoco on each Sunoco common unit for each fiscal quarter. Sunoco has also agreed to ensure that, during such two-year period, SunocoCorp has sufficient cash available necessary for SunocoCorp to pay such distributions.

Distributions of Cash Upon Liquidation

If SunocoCorp is dissolved in accordance with the SunocoCorp LLCA, SunocoCorp will sell or otherwise dispose of its assets in a process called liquidation. SunocoCorp will first apply the proceeds of liquidation to discharge SunocoCorp's liabilities, including the payment of its creditors. SunocoCorp will distribute any remaining proceeds to its members in accordance with their relative percentage interests in SunocoCorp. See "SunocoCorp LLCA—Liquidation" below for additional detail.

SUNOCOCORP LLCA

The following is a summary of the material provisions of the SunocoCorp LLCA.

Organization and Duration

SunocoCorp was organized in June 2000 and will have a perpetual existence unless terminated pursuant to the terms of the SunocoCorp LLCA and the Limited Liability Company Act of the State of Delaware, as amended (the "**DLLCA**").

Purpose

SunocoCorp's purpose, as set forth in the SunocoCorp LLCA, is to engage in any business activity that is approved by the SunocoCorp Manager and that lawfully may be conducted by a limited liability company organized under Delaware law. Although the SunocoCorp Manager has the ability to cause SunocoCorp and its subsidiaries to engage in activities other than the ownership of an interest in Sunoco, the SunocoCorp Manager may decline to do so free of any fiduciary duty or obligation whatsoever to SunocoCorp or its members, including any duty to act in good faith or in the best interests of SunocoCorp or its members. The SunocoCorp Manager is generally authorized to perform all acts it determines to be necessary or appropriate to carry out SunocoCorp's purposes and to conduct SunocoCorp's business.

Capital Contributions

Holders of SunocoCorp Common Units are not obligated to make additional capital contributions, except as described below under “—Liquidation”.

Voting Rights

Holders of SunocoCorp Common Units have no voting rights other than on the limited matters specified in the SunocoCorp LLCA.

The following is a summary of the non-managing member vote required for approval of the matters specified below. Matters that require the approval of a “unit majority” require the approval of a majority of the outstanding SunocoCorp Common Units.

Issuance of additional units or other membership interests	No approval right.
Amendment of the SunocoCorp LLCA	Certain amendments may be made by the SunocoCorp Manager without the approval of any member of SunocoCorp. Other amendments generally require a specified approval level of either the applicable outstanding units or non-managing member interests. See “—Amendment of the SunocoCorp LLCA” below.
Merger or consolidation of SunocoCorp or the sale of all or substantially all of its assets	Unit majority in certain circumstances.
Election of SunocoCorp Manager board members	No approval right.
Dissolution of SunocoCorp	Unit majority in certain circumstances.
Continuation of SunocoCorp’s business following certain events of withdrawal of the SunocoCorp Manager	Unit majority.
Removal of SunocoCorp Manager	No approval right. However, if the SunocoCorp Manager voluntarily withdraws, a unit majority may elect a successor manager prior to the effective date of the SunocoCorp Manager’s withdrawal.
Transfer of the SunocoCorp Manager’s managing member interest	No approval right.
Transfer of ownership interests in the SunocoCorp Manager	No approval right.

If any person or group, other than the SunocoCorp Manager or its affiliates, acquires beneficial ownership of 20% or more of any class of membership interests then outstanding, that person or group will not have any voting rights with respect to any of its membership interests, and such person’s or group’s membership interests also will not be considered to be outstanding when sending notices of a meeting of SunocoCorp members, calculating required votes, determining the presence of a quorum or for other similar purposes. This loss of voting and related rights does not apply to any person or group that acquires the membership from the SunocoCorp Manager or its affiliates and any transferees of that person or group (if approved and notified by the SunocoCorp Manager) or to any person or group who acquires the membership interests from the Company with the specific approval of the SunocoCorp Manager and notification that such limitation will not apply.

Applicable Law; Forum, Venue and Jurisdiction; Waiver of Trial by Jury

The SunocoCorp LLCA is governed by Delaware law. The SunocoCorp LLCA requires that any claims, suits, actions or proceedings:

- arising out of or relating in any way to the SunocoCorp LLCA (including any claims, suits or actions to interpret, apply or enforce the provisions of the SunocoCorp LLCA or the duties, obligations or liabilities among the members of SunocoCorp or of the members of SunocoCorp to SunocoCorp, or the rights or powers of, or restrictions on, the members of SunocoCorp or SunocoCorp);
- brought in a derivative manner on SunocoCorp’s behalf;
- asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of SunocoCorp or the SunocoCorp Manager, or owed by the SunocoCorp Manager, to SunocoCorp or the SunocoCorp members;
- asserting a claim arising pursuant to any provision of the DLLCA; or
- asserting a claim governed by the internal affairs doctrine,

will be exclusively brought in the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction). By purchasing a SunocoCorp Common Unit, a member is irrevocably (i) consenting to these limitations and provisions regarding claims, suits, actions or proceedings, (ii) submitting to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claims, suits, actions or proceedings and (iii) waiving the right to trial by jury in connection with any such claims, suits, actions or proceedings.

Although SunocoCorp believes these provisions will benefit SunocoCorp by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against SunocoCorp's and the SunocoCorp Manager's directors, officers, employees and agents. The enforceability of similar forum selection provisions in other companies' certificates of incorporation or similar governing documents have been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could find that the forum selection provision contained in the SunocoCorp LLCA is inapplicable or unenforceable in such action or actions, including with respect to claims arising under the federal securities laws. Members will not be deemed, by operation of the forum selection provision alone, to have waived claims arising under the federal securities laws and the rules and regulations thereunder.

The forum selection provision is intended to apply "to the fullest extent permitted by applicable law" to the above-specified types of actions and proceedings, including, to the extent permitted by the federal securities laws, to lawsuits asserting both the above-specified claims and federal securities claims. However, application of the forum selection provision may in some instances be limited by applicable law. Section 27 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") provides: "The district courts of the United States ... shall have exclusive jurisdiction of violations of [the Exchange Act] or the rules and regulations thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created by [the Exchange Act] or the rules and regulations thereunder." As a result, the forum selection provision will not apply to actions arising under the Exchange Act or the rules and regulations thereunder. However, Section 22 of the Securities Act of 1933, as amended (the "**Securities Act**") provides for concurrent federal and state court jurisdiction over actions under the Securities Act and the rules and regulations thereunder, subject to a limited exception for certain "covered class actions" as defined in Section 16 of the Securities Act and interpreted by the courts. Accordingly, SunocoCorp believes that the forum selection provision would apply to actions arising under the Securities Act or the rules and regulations thereunder, except to the extent a particular action fell within the exception for covered class actions.

Limited Liability

Except as otherwise provided in the DLLCA or in the SunocoCorp LLCA, the members and managers of SunocoCorp are not personally liable for the debts, obligations and liabilities of SunocoCorp, whether arising in contract, tort or otherwise, solely by reason of being a member or acting as a manager of the limited liability company.

Under the DLLCA, a limited liability company may not make a distribution to a member to the extent that, after giving effect to the distribution, all liabilities of the limited liability company, other than liabilities to members on account of their limited liability company interests and liabilities for which the recourse of creditors is limited to specific property of SunocoCorp, would exceed the fair value of the assets of the limited liability company. For the purpose of determining the fair value of the assets of a limited liability company, the DLLCA provides that the fair value of property subject to liability for which recourse of creditors is limited shall be included in the assets of the limited liability company only to the extent that the fair value of that property exceeds the liability. The DLLCA provides that a member who receives a distribution and knew at the time of the distribution that the distribution was in violation of the foregoing restriction in the DLLCA shall be liable to the limited liability company for the amount of the distribution. Unless otherwise agreed, the member will cease to be liable for the amount of such distribution after three years from the date of the distribution, unless an action to recover the distribution from such member is commenced prior to the expiration of the 3-year period and an adjudication of liability against the member is made in such action. Under the DLLCA, an assignee of a limited liability company interest who becomes a member of the limited liability company is liable for the obligations of its assignor to make contributions to the limited liability company, except that such assignee is not obligated for liabilities unknown to it at the time it became a member and that could not be ascertained from the SunocoCorp LLCA.

SunocoCorp may in the future have subsidiaries that conduct business in different states. Maintenance of SunocoCorp's limited liability as owner of any such subsidiaries may require compliance with legal requirements in the jurisdictions in which the subsidiaries conduct business, including qualifying any such subsidiaries to do business in those jurisdictions.

Limitations on the liability of members or limited partners for the obligations of equityholders in a limited liability company or limited partnership have not been clearly established in many jurisdictions. If, by virtue of SunocoCorp's ownership in or control of any subsidiaries it were to be determined that SunocoCorp was conducting business in any jurisdiction without compliance with the applicable limited partnership or limited liability company statute, or that the right, or exercise of the right, by the members of SunocoCorp as a group to approve some amendments to the SunocoCorp LLCA or to take other action under the SunocoCorp LLCA constituted "participation in the control" of SunocoCorp's business for purposes of the statutes of any relevant jurisdiction, then SunocoCorp's members could be held personally liable for SunocoCorp's obligations under the law of that jurisdiction to the same extent as SunocoCorp is under the circumstances. SunocoCorp will operate in a manner that the SunocoCorp Manager considers reasonable and necessary or appropriate to preserve the limited liability of SunocoCorp's members.

Issuance of Additional Membership Interests

The SunocoCorp LLCA authorizes SunocoCorp to issue an unlimited number of additional membership interests and derivative securities for the consideration and on the terms and conditions as determined by the SunocoCorp Manager, and without the approval of any non-managing members, including holders of SunocoCorp Common Units.

It is possible that SunocoCorp will fund acquisitions through the issuance of additional SunocoCorp Common Units or other membership interests. Holders of any additional SunocoCorp Common Units that are issued will be entitled to share equally (based on their percentage interest) with the then-existing holders of SunocoCorp Common Units in any distributions of available cash made by SunocoCorp. In addition, the issuance of additional SunocoCorp Common Units or other membership interests may dilute the value of the interests of the then-existing SunocoCorp unitholders in SunocoCorp.

In accordance with the DLLCA and the provisions of the SunocoCorp LLCA, SunocoCorp may also issue additional membership interests that, as determined by the SunocoCorp Manager, may have special voting rights to which the holders of SunocoCorp Common Units are not entitled or be senior in right of distribution to the SunocoCorp Common Units. In addition, the SunocoCorp LLCA does not prohibit SunocoCorp or any subsidiaries of SunocoCorp from issuing equity interests which effectively rank senior to the SunocoCorp Common Units.

The SunocoCorp Manager has the right, which it may from time to time assign in whole or in part to any of its affiliates, to purchase SunocoCorp Common Units or other membership interests from SunocoCorp whenever, and on the same terms that, SunocoCorp issues membership interests to persons other than the SunocoCorp Manager and its affiliates, to the extent necessary to maintain the percentage interest of the SunocoCorp Manager and its affiliates, including such interest represented by SunocoCorp Common Units, equal to the percentage that existed immediately prior to each issuance of membership interests.

Holders of SunocoCorp units will not have preemptive rights under the SunocoCorp LLCA to acquire additional common units or other membership interests.

Amendment of the SunocoCorp LLCA

General

Amendments to the SunocoCorp LLCA may be proposed only by the SunocoCorp Manager. The SunocoCorp Manager, however, will have no duty or obligation to propose or approve any amendment and may decline to do so free of any fiduciary duty or obligation whatsoever to SunocoCorp or its members, including any duty to act in good faith or in the best interests of SunocoCorp or its members.

In order to adopt a proposed amendment, other than the amendments discussed under “—Amendments Not Requiring Member Approval” below, the SunocoCorp Manager is required to seek written approval of the holders of a number of units representing the percentage interest required to approve the amendment or to call a meeting of unitholders to consider and vote upon the proposed amendment. Except as described below, an amendment must be approved by a unit majority.

Prohibited Amendments

No amendment may be made to the SunocoCorp LLCA that would:

- enlarge the obligations of any non-managing member without such member’s consent, unless approved by holders of at least a majority of the outstanding membership interests of the class so affected; or
- enlarge the obligations of, restrict, change or modify in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the SunocoCorp Manager or any of its affiliates, without the consent of the SunocoCorp Manager, which consent may be given or withheld at its option.

The provisions containing the above restrictions on amendments to the SunocoCorp LLCA can only be amended with the approval of the members holding at least 90% of the percentage interests of all non-managing members (including any interest of the SunocoCorp Manager and its affiliates with regard to units held by them other than the Managing Member Interest).

Amendments Not Requiring Member Approval

The SunocoCorp Manager may generally make amendments to the SunocoCorp LLCA without the approval of any member to reflect:

- a change in the name of SunocoCorp, the location of the principal place of SunocoCorp's business, SunocoCorp's registered agent or SunocoCorp's registered office;
- the admission, substitution or withdrawal of members in accordance with the SunocoCorp LLCA;
- a change that the SunocoCorp Manager determines to be necessary or appropriate to qualify or continue SunocoCorp's qualification as a limited liability company or other entity in which the non-managing members have limited liability under the laws of any state;
- a change in SunocoCorp's fiscal year or taxable year and related changes;
- an amendment that is necessary, in the opinion of SunocoCorp's counsel, to prevent SunocoCorp or the SunocoCorp Manager or its directors, officers, agents or trustees from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, whether or not substantially similar to plan asset regulations currently applied or proposed;
- an amendment that the SunocoCorp Manager determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of membership interests or rights to acquire membership interests;
- any amendment expressly permitted in the SunocoCorp LLCA to be made by the SunocoCorp Manager acting alone;
- an amendment effected, necessitated or contemplated by a merger agreement that has been approved under the terms of the SunocoCorp LLCA;
- any amendment that the SunocoCorp Manager determines to be necessary or appropriate to reflect and account for the formation by SunocoCorp of, or SunocoCorp's investment in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with conduct by SunocoCorp of activities otherwise permitted by the SunocoCorp LLCA;
- mergers with or conveyances to another limited liability entity that is newly formed and has no assets, liabilities or operations at the time of the merger or conveyance other than those it receives by way of the merger or conveyance; or
- any other amendments substantially similar to any of the matters described in the clauses above.

In addition, the SunocoCorp Manager may make amendments to the SunocoCorp LLCA without the approval of any member in connection with a merger or consolidation approved in accordance with the SunocoCorp LLCA, or if the SunocoCorp Manager determines that those amendments:

- do not adversely affect the non-managing members (or any particular class of membership interests as compared to other classes or series of membership interests) in any material respect (except as permitted in connection with the creation, authorization or issuance of any class or series of membership interests or rights to acquire membership interests);
- are necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute;
- are necessary or appropriate to facilitate the trading of any units or to comply with any rule, regulation, guideline or requirement of any securities exchange on which the units are or will be listed or admitted to trading;
- are necessary or appropriate for any action taken by the SunocoCorp Manager relating to splits or combinations of membership interests under the provisions of the SunocoCorp LLCA; or
- are required to effect the intent expressed in SunocoCorp's Registration Statement on Form 8-A with respect to the SunocoCorp Common Units or the intent of the provisions of the SunocoCorp LLCA or are otherwise contemplated by LLCA.

Certain Unitholder Approvals; Opinion of Counsel

Unless specifically authorized in the SunocoCorp LLCA, including amendments as a result of a merger, or the authorization, creation or issuance of new classes of membership interests, any amendment that would have a material adverse effect on the rights or preferences of any class of membership interests in relation to other classes of membership interest will require approval by holders of not less than a majority of the outstanding membership interests of the affected class. If the SunocoCorp Manager determines that any amendment requires approval of the non-managing members because it adversely affects the non-managing members (or any class or series of membership interests as compared to other classes or series of membership interests) in any material respect, the amendment must be approved only by the requisite approval of the adversely affected class or classes. In addition, any amendment that would reduce or increase the voting percentage required to take any action other than the percentage required to call a meeting of unitholders is required to be approved by the written consent or the affirmative vote of members whose aggregate outstanding units or percentage interest, as applicable, constitute not less than the voting requirement sought to be reduced.

Except for amendments that may be made by the SunocoCorp Manager without member approval or made in connection with an approved merger, no other amendments to the SunocoCorp LLCA will become effective without the vote of members holding at least 90% of the outstanding SunocoCorp units, voting as a single class, unless SunocoCorp obtains an opinion of counsel to the effect that the amendment would not affect the limited liability of any non-managing member under the DLLCA or other applicable limited liability company law of the state under whose laws SunocoCorp is then organized.

Merger, Consolidation, Conversion, Sale or Other Disposition of Assets

Any merger or consolidation of SunocoCorp will require the prior consent of the SunocoCorp Manager. However, to the fullest extent permitted by applicable law, the SunocoCorp Manager will have no duty or obligation to consent to any merger or consolidation and may decline to do so free of any fiduciary duty or obligation whatsoever to SunocoCorp or its non-managing members, including no duty to act in good faith or in the best interest of SunocoCorp or its non-managing members in declining to consent to any merger or consolidation.

Except as described below, any merger or consolidation approved by the SunocoCorp Manager must be submitted to a vote of the non-managing members, whether at a special meeting or by written consent, and will require approval of a majority of the outstanding SunocoCorp Common Units, except that if the merger agreement contains any provisions that, if contained in an amendment to the SunocoCorp LLCA, would require a greater percentage of outstanding units or class of non-managing members to approve, such greater percentage will also be required.

The SunocoCorp Manager may, however, consummate any merger or consolidation of SunocoCorp with or into another entity without the prior approval of the non-managing members if, (i) SunocoCorp is the surviving entity in the transaction, (ii) the SunocoCorp Manager has obtained an opinion of counsel regarding the lack of any loss of the limited liability under the DLLCA of the non-managing members, (iii) the transaction would not result in an amendment to the SunocoCorp LLCA (other than an amendment that the SunocoCorp Manager could adopt without the consent or approval of other members of SunocoCorp), (iv) each SunocoCorp membership interest immediately prior to the effective date of the transaction will be an identical membership interest in the surviving entity following the transaction and (v) the number of membership interests to be issued does not exceed 20% of the SunocoCorp membership interests outstanding immediately prior to the transaction.

The SunocoCorp LLCA also generally prohibits the SunocoCorp Manager, without obtaining the prior approval of the holders of a unit majority, from selling, exchanging or otherwise disposing of all or substantially all of the assets of SunocoCorp and its subsidiaries, taken as a whole, whether in a single transaction or a series of related transactions, except in certain circumstances involving the dissolution of SunocoCorp. The SunocoCorp Manager may, however, mortgage, pledge, hypothecate or grant a security interest in all or substantially all of SunocoCorp's and its subsidiaries' assets without such approval. The SunocoCorp Manager may also sell all or substantially all of SunocoCorp's assets under a foreclosure or other realization upon those encumbrances without such approval.

If the conditions specified in the SunocoCorp LLCA are satisfied, however, the SunocoCorp Manager may, without the approval of the non-managing members, convert SunocoCorp or any of its subsidiaries into a new limited liability entity or merge SunocoCorp or any of its subsidiaries into, or convey all of SunocoCorp's assets to, a newly formed limited liability entity with no assets, liabilities or operations at the time of such merger, conveyance or conversion if (i) the primary purpose of such conversion, merger or conveyance is to effect a change in the legal form of SunocoCorp into another limited liability entity, (ii) the SunocoCorp Manager has received an opinion of counsel that the merger, conversion or conveyance would not result in the loss of the limited liability of any non-managing member under the DLLCA, and (iii) the SunocoCorp Manager determines that the governing instruments of the new entity provide the non-managing members and the SunocoCorp Manager with substantially the same rights and obligations as provided under the SunocoCorp LLCA.

SunocoCorp's members are not entitled to dissenters' rights of appraisal under the SunocoCorp LLCA or applicable Delaware law in the event of a conversion, merger or consolidation, a sale of substantially all of SunocoCorp's assets or any other similar transaction or event.

The SunocoCorp LLCA does not contain an express anti-takeover provision; however, certain provisions of the SunocoCorp LLCA may have the effect of discouraging, delaying or impeding unsolicited takeover proposals, including those provisions described in this section "Merger, Consolidation, Conversion, Sale or Other Disposition of Assets", "—Voting Rights" above, and the requirement that the SunocoCorp Manager must consent to any merger and may decline to do so free of any fiduciary duty or obligation.

Dissolution

SunocoCorp will continue as a limited liability company until dissolved under the SunocoCorp LLCA. SunocoCorp will dissolve, and (unless continued in certain circumstances) its affairs wound up upon:

- the election of the SunocoCorp Manager to dissolve SunocoCorp, if approved by a unit majority;
- if at any time there are no members, unless SunocoCorp is continued without dissolution in accordance with the DLLCA;
- the entry of a decree of judicial dissolution of SunocoCorp pursuant to the provisions of the DLLCA; or
- the withdrawal of the SunocoCorp Manager or any other event that results in its ceasing to be the managing member other than by reason of a transfer of its managing member interest in accordance with the SunocoCorp LLCA and admission of a successor.

Upon a dissolution under the last clause above, members representing a unit majority may elect, within specific time limitations, to continue SunocoCorp's business on the same terms and conditions described in the SunocoCorp LLCA by appointing as the successor managing member a person approved by members representing a unit majority, subject to SunocoCorp's receipt of an opinion of counsel to the effect that the action would not result in the loss of limited liability under the DLLCA of any member.

Liquidation

Upon the dissolution of SunocoCorp, unless its business is continued as described above, the SunocoCorp Manager will select one or more persons to act as liquidator (which may be the SunocoCorp Manager). The liquidator will, acting with all of the powers of the SunocoCorp Manager that are necessary or appropriate thereto, sell or otherwise dispose of SunocoCorp's assets, discharge its liabilities and otherwise wind up its affairs. The liquidator may defer liquidation or distribution of SunocoCorp's assets for a reasonable period of time or distribute assets to members in kind if it determines that a sale would be impractical or would result in undue loss to the members.

Upon liquidation, the assets of SunocoCorp in excess of that required to discharge SunocoCorp's liabilities will be distributed to the members of SunocoCorp on a pro rata basis in accordance with the members' respective percentage interests in SunocoCorp.

Withdrawal or Removal of the SunocoCorp Manager; Removal of the Sunoco General Partner

The non-managing members of SunocoCorp are not entitled to remove the SunocoCorp Manager.

The SunocoCorp Manager may voluntarily withdraw as managing member by giving at least 90 days' advance notice to SunocoCorp unitholders, and that withdrawal will not constitute a violation of the SunocoCorp LLCA. In addition, the SunocoCorp LLCA permits the SunocoCorp Manager in some instances to sell or otherwise transfer all of its non-economic managing member interest in SunocoCorp without the approval of the non-managing members so long as (x) the transferee agrees to assume all of the rights and duties of the SunocoCorp Manager under, and to be bound by, the SunocoCorp LLCA and (y) SunocoCorp receives an opinion of counsel that such transfer would not result in the loss of the limited liability of any non-managing member under the DLLCA. See "—Transfer of Managing Member Interest" below.

If the SunocoCorp Manager voluntarily withdraws, the holders of a unit majority may elect a successor manager prior to the effective date of the SunocoCorp Manager's withdrawal. If a successor is not elected, or is elected but an opinion of counsel regarding limited liability and tax matters is not obtained, SunocoCorp will be dissolved, wound up and liquidated, unless, within a specified period after that withdrawal, members representing a unit majority agree in writing to continue SunocoCorp's business and appoint a successor managing member as described above under "—Dissolution."

In addition, SunocoCorp will be required to reimburse the departing manager for all amounts due to the departing manager, including, without limitation, any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the departing manager or its affiliates (other than SunocoCorp and its subsidiaries) for the benefit of SunocoCorp or its subsidiaries.

In the event of any vote of the partners of Sunoco to remove the general partner of Sunoco, the SunocoCorp Manager is required to vote and to cause SunocoCorp to vote, any equity interests of Sunoco owned by the SunocoCorp Manager, Sunoco or their respective controlled affiliates against the removal, unless (i) the SunocoCorp Manager approves such removal (in its sole discretion) and (ii) either (x) the SunocoCorp Manager receives an opinion of counsel that removal of the Sunoco general partner will not result in Sunoco being required to register as an investment company of the Investment Company Act of 1940, as amended, or (y) the removal is also approved by a majority of the outstanding SunocoCorp Common Units (excluding any SunocoCorp Common Units owned by the SunocoCorp Manager and its affiliates).

Transfer of Managing Member Interest

The SunocoCorp Manager may, at its option, transfer all or any part of its managing member interest without approval from the non-managing members so long as: (i) the transferee agrees to assume the rights and duties of the manager under, and to be bound by, the SunocoCorp LLCA; and (ii) SunocoCorp receives an opinion of counsel that such transfer would not result in the loss of limited liability of any non-managing member under the DLLCA.

In the case of a transfer of the managing member interest, the transferee or successor will be subject to compliance with the terms of the SunocoCorp LLCA and will be admitted as the manager of SunocoCorp effective immediately prior to the transfer of the managing member interest.

The SunocoCorp Manager and its affiliates, including Energy Transfer, may, at any time, transfer any common units they hold to one or more persons, without approval of the holders of SunocoCorp Common Units.

Transfer of Ownership Interests in the SunocoCorp Manager

At any time, the owner of the SunocoCorp Manager may sell or transfer all or part of its ownership interest in the managing member to an affiliate or third party without the approval of the SunocoCorp non-managing members.

Limited Call Right

If at any time the SunocoCorp Manager and its affiliates hold more than 80% of the total non-managing member interests of any class then outstanding, the SunocoCorp Manager will have the right, which it may assign, in whole or in part, to any of its affiliates or to SunocoCorp, to acquire all, but not less than all, of the non-managing member interests of such class held by unaffiliated persons (as of a record date selected by the SunocoCorp Manager) on at least 10 but not more than 60 days' notice. The purchase price in the event of such a purchase will be equal to the greater of:

- the highest price paid by the SunocoCorp Manager or any of its affiliates for any membership interests of such class purchased within the 90 days preceding the date on which the SunocoCorp Manager first mails notice of its election to purchase such membership interests, and
- the average of the daily closing prices per membership interest of such class for the 20 consecutive trading days immediately preceding the date that is three days before the date the notice is mailed.

As a result of the SunocoCorp Manager's right to purchase outstanding membership interests, a holder of non-managing member interests may have its interests purchased at an undesirable time or price. The tax consequences to a holder of SunocoCorp Common Units of the exercise of this call right are the same as a sale by that unitholder of its common units in the market.

Eligible Holders; Redemption

If the SunocoCorp Manager, with the advice of counsel, determines that SunocoCorp or any of its subsidiaries is subject to any U.S. federal, state or local law or regulation that would create a substantial risk of cancellation or forfeiture of any property in which SunocoCorp or such subsidiary has an interest because of the nationality, citizenship or other related status of any member, then the SunocoCorp Manager may adopt such amendments to the SunocoCorp LLCA as it determines necessary or advisable to:

- obtain proof of the nationality, citizenship or other related status of SunocoCorp's members (and their owners, to the extent relevant); and
- permit SunocoCorp to redeem the membership interests held by any person whose nationality, citizenship or other related status creates a substantial risk of cancellation or forfeiture or who fails to comply with the procedures instituted by the SunocoCorp Manager to obtain proof of the nationality, citizenship or other related status.

The redemption price in the case of any such a redemption will be equal to the average of the daily closing prices per non-managing member interest for the 20 consecutive trading days immediately preceding the date three days before the date of redemption. The redemption may be paid in cash or by the issuance of a promissory note bearing interest at the rate of 8% annually and payable in three equal annual installments, as determined by the SunocoCorp Manager.

Meetings; Voting

Except as described below with regard to certain persons or groups owning 20% or more of any class of membership interests then outstanding, record holders of membership interests on the record date are entitled to notice of, and to vote at, meetings of the non-managing members and to act upon matters for which approvals may be solicited.

Any meeting of non-managing members will be held at a time and place determined by the SunocoCorp Manager, on a date that is not less than 10 days nor more than 60 days after the time the notice of the meeting is given. However, the SunocoCorp Manager does not anticipate that any meeting of non-managing members will be called in the foreseeable future. Any action that is required or permitted to be taken by the non-managing members may be taken either at a meeting of the non-managing members or without a meeting if consents in writing describing the action so taken are signed by non-managing members holding not less than the minimum percentage (by percentage ownership interest) of membership interest of the class or classes taking such action necessary to authorize or take that action at a meeting at which all of the non-managing members entitled to vote at such meeting were present and voted (subject to any applicable requirements of any national securities exchange).

Meetings of the non-managing members may be called by the SunocoCorp Manager or by non-managing members owning at least 20% of the outstanding units of the class for which the meeting is proposed. Non-managing members may vote either in person or by proxy at meetings.

The holders of a majority, by percentage interest, of the membership interests of the class or classes for which a meeting has been called, represented in person or by proxy, will constitute a quorum, unless any action by the non-managing members requires approval by holders of a greater percentage interest of units, in which case the quorum will be such greater percentage.

Each holder of a SunocoCorp Common Unit has a vote according to his, her or its percentage interest in SunocoCorp, although additional limited liability company interests having special voting rights could be issued. Except where the SunocoCorp LLCA expressly requires a greater or different vote standard or approval requirement or as otherwise required by the DLLCA, action by the non-managing members generally requires approval by members holding membership interests that, in the aggregate, represent a majority of the percentage interests present in person or by proxy at the applicable members' meeting.

If at any time any person or group, other than the SunocoCorp Manager or its affiliates, a direct transferee of the SunocoCorp Manager or its affiliates or a purchaser specifically approved by the SunocoCorp Manager, acquires, in the aggregate, beneficial ownership of 20% or more of the outstanding membership interests of any class of membership interests then outstanding, that person or group will not have any voting rights with respect to any membership interests owned by it, and the membership interests may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of SunocoCorp members, calculating required votes, determining the presence of a quorum or for other similar purposes.

With respect to SunocoCorp Common Units held through a nominee, agent or representative or in a street name account, the broker, dealer, bank, trust company or clearing corporation (or agent of any of the foregoing) acting in such capacity is considered the record holder of the applicable membership interests. As a result, any such SunocoCorp Common Units will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and his nominee provides otherwise. Any notice, demand, request, report or proxy material required or permitted to be given or made to record holders of SunocoCorp Common Units under the SunocoCorp LLCA will be delivered to the record holder by SunocoCorp or by the transfer agent.

Status as a Member

By the transfer of SunocoCorp Common Units in accordance with the SunocoCorp LLCA, each transferee of SunocoCorp Common Units will be admitted as a member with respect to the SunocoCorp Common Units transferred when such transfer and admission is reflected in SunocoCorp's books and records. Except as described under "— Limited Liability," the SunocoCorp Common Units will be fully paid, and holders thereof will not be required to make additional contributions.

Indemnification

Under the SunocoCorp LLCA, in most circumstances SunocoCorp will indemnify the following persons (“**Indemnitees**”), to the fullest extent permitted by law, from and against any and all losses, claims, damages, liabilities, settlements, penalties, expenses and other amounts arising out of any claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which they are or are threatened to be involved by reason of their status as an Indemnitee and acting or refraining from acting in such capacity:

- the SunocoCorp Manager;
- any departing manager;
- any person who is or was an affiliate of the SunocoCorp Manager or any departing manager;
- any person who is or was a manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of SunocoCorp or its subsidiaries, any manager of SunocoCorp, any departing manager or any of their respective affiliates;
- any person who is or was serving at the request of the SunocoCorp Manager, any departing manager or any of their respective affiliates as an officer, director, manager, managing member, general partner, employee, agent, fiduciary or trustee of any other person that owes a fiduciary duty to SunocoCorp or its subsidiaries;
- any person who controls the SunocoCorp Manager or any departing manager; and
- any person designated by the SunocoCorp Manager as an Indemnitee.

Indemnification will not be available to Indemnitees if a court of competent jurisdiction enters a final and non-appealable judgment determining that the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee’s conduct was unlawful. In addition, SunocoCorp will, to the fullest extent permitted by law, advance the expenses of any Indemnitees, subject to receipt of an undertaking of the Indemnitee to repay such amounts if it is ultimately determined the Indemnitee is not entitled to indemnification.

Any indemnification under the SunocoCorp LLCA will only be out of SunocoCorp’s assets. Unless the SunocoCorp Manager otherwise agrees, in its sole discretion, the SunocoCorp Manager will not be personally liable for, or have any obligation to contribute or loan funds or assets to SunocoCorp to enable it to effectuate, such indemnification.

SunocoCorp may purchase insurance against liabilities asserted against and expenses incurred by persons for its activities, regardless of whether SunocoCorp would have the power to indemnify the person against liabilities under the SunocoCorp LLCA.

Reimbursement of Expenses

The SunocoCorp LLCA requires SunocoCorp to reimburse the SunocoCorp Manager for all direct and indirect expenses that the SunocoCorp Manager and its affiliates incur and payments they make on SunocoCorp’s behalf and all other expenses allocable to SunocoCorp or otherwise incurred by the SunocoCorp Manager in connection with operating SunocoCorp’s business. These expenses will include salary, bonus, incentive compensation and other amounts paid to persons who perform services for SunocoCorp or on its behalf and expenses allocated to the SunocoCorp Manager by its affiliates. The SunocoCorp Manager is entitled to determine the expenses that are allocable to SunocoCorp, and the SunocoCorp LLCA does not limit the amount of expenses for which the SunocoCorp Manager and its affiliates may be reimbursed.

Books and Reports

The SunocoCorp Manager is required to keep appropriate books of SunocoCorp’s business at SunocoCorp’s principal offices. The books will be maintained for both tax and financial reporting purposes on an accrual basis. For tax and financial reporting purposes, SunocoCorp’s fiscal year is the calendar year.

SunocoCorp will furnish or make available to record holders of SunocoCorp units, within 105 days after the close of each fiscal year, an annual report containing audited financial statements and a report on those financial statements by SunocoCorp’s independent registered public accounting firm. Except for SunocoCorp’s fourth quarter, SunocoCorp will also furnish or make available unaudited financial information within 50 days after the close of each quarter. SunocoCorp will be deemed to have made any such report available if SunocoCorp files such report with the SEC on EDGAR or makes the report available on a publicly available website which SunocoCorp maintains.

Right to Inspect SunocoCorp's Books and Records

The SunocoCorp LLCA provides that non-managing members can, for a purpose that is reasonably related to their interest as members in SunocoCorp, upon reasonable written demand stating the purpose of such demand and at their own expense, have the following documents furnished to them:

- true and full information regarding the status of the business and financial condition of SunocoCorp (provided that the foregoing obligation shall be satisfied to the extent the member is furnished with SunocoCorp's most recent annual report and any subsequent quarterly or periodic reports required to be filed (or which would be required to be filed) with the SEC pursuant to Section 13 of the Exchange Act);
- a current list of the name and last known business, residence or mailing address of each record holder of membership interests; and
- a copy of the SunocoCorp LLCA and SunocoCorp's certificate of formation.

The foregoing rights replace in their entirety any rights to information otherwise provided for in the DLLCA.

The SunocoCorp Manager may, and intends to, keep confidential from the non-managing members trade secrets or other information the disclosure of which the SunocoCorp Manager believes is not in SunocoCorp's best interests, could damage SunocoCorp or its business or that SunocoCorp is required by law or by agreements with third parties to keep confidential.

**DELEGATION AGREEMENT
AMONG
ENERGY TRANSFER LP
SUNOCO GP LLC
AND
SUNOCOCORP LLC**

This Delegation Agreement (the “Agreement”) dated October 27, 2025 (the “Effective Date”), is by and among Energy Transfer LP, a Delaware limited partnership (the “Sole Member”), Sunoco GP LLC, a Delaware limited liability company (the “General Partner”), and SunocoCorp LLC, a Delaware limited liability company (“SunocoCorp”). The Sole Member is the sole member of the General Partner. The General Partner is the general partner of Sunoco LP, a Delaware master limited partnership (“Sunoco”).

References herein to the Third Amended and Restated Agreement of Limited Partnership of Sunoco (the “Partnership Agreement”) or the Second Amended and Restated Limited Liability Company Agreement of the General Partner (the “GP LLCA”) in a context that contemplates a future time shall mean the Partnership Agreement or the GP LLCA, respectively, as amended or restated at the applicable time.

RECITALS:

WHEREAS, Section 5.1 and Section 5.3 of the GP LLCA grant the Sole Member the right to elect, appoint or remove the members of the board of directors of the General Partner;

WHEREAS, Section 5.2 of the GP LLCA grants the board of directors of the General Partner certain power and authority to manage the business and affairs of the General Partner and the Partnership Agreement grants certain authority to the General Partner to manage the business and affairs of Sunoco; and

WHEREAS, the Sole Member wishes to delegate to SunocoCorp the Sole Member’s power and authority to elect, appoint and remove the members of the board of directors of the General Partner, subject to the terms and conditions of this Agreement and the GP LLCA, and SunocoCorp wishes to accept such delegation.

NOW, THEREFORE, the parties hereto agree as follows:

1. Delegation and Related Matters.

1.1. *Delegation by Sole Member to SunocoCorp.* The Sole Member hereby delegates to SunocoCorp, to the fullest extent permitted under the GP LLCA and Delaware law, all of the Sole Member’s power and authority to elect, appoint and remove the members of the board of directors of the General Partner (the “Board Appointment Delegation”), subject to termination in accordance with Section 3 hereof and the terms and provisions of the GP LLCA. (a) The power and authority of the Sole Member to elect, appoint and remove the members of the board of directors of the General Partner is set forth in the GP LLCA and is provided by Delaware law, (b) certain power and authority of the board of directors of the General Partner to manage the business and affairs of the

General Partner is set forth in Section 5.2 of the GP LLCA and is provided by Delaware law and (c) certain power and authority of the General Partner to manage the business and affairs of Sunoco is set forth in the Partnership Agreement and is provided by Delaware law. If (i) the Sole Member's power and authority to elect, appoint or remove the members of the board of directors of the General Partner, (ii) the power and authority of the board of directors of the General Partner to manage the business and affairs of the General Partner or (iii) the power and authority of the General Partner to manage the business and affairs of Sunoco is modified pursuant to a subsequent amendment or restatement of the GP LLCA, the Partnership Agreement or changes in Delaware law, then the power and authority delegated to SunocoCorp shall be modified on the same basis.

Notwithstanding the foregoing, the Sole Member is retaining all of its Membership Interests (as defined in the GP LLCA) in the General Partner and all of its rights, powers, obligations and other interests as the Sole Member of the General Partner, and none of these are hereby being assigned or transferred by the Sole Member to SunocoCorp except for the Board Appointment Delegation in accordance with the terms hereof.

1.2. *Acceptance of Delegation by SunocoCorp.* SunocoCorp hereby accepts the Board Appointment Delegation in accordance with the terms hereof and acknowledges and agrees that the Board Appointment Delegation and its performance thereof remains subject to (i) the terms, limitations and standards of the GP LLCA and the Partnership Agreement applicable thereto and (ii) applicable Delaware law.

2. Conflicts of Interest. All potential and actual conflicts of interest that exist or arise between the General Partner, SunocoCorp and each of their Affiliates, on the one hand, and the Partnership, any Group Member (as defined in the Partnership Agreement), any Partner (as defined in the Partnership Agreement) or any other Person (as defined in the Partnership Agreement) who acquires an interest in a Partnership Interest (as defined in the Partnership Agreement) or any other Person who is bound by the Partnership Agreement, on the other hand, shall be subject to Section 7.9 of the Partnership Agreement, as amended as of the Effective Date.

3. Termination of Delegation. The Board Appointment Delegation under this Agreement commences on the Effective Date and shall continue in effect until the earliest to occur of any of the following events, at which time the Board Appointment Delegation by the Sole Member to SunocoCorp shall, and shall be deemed to, immediately and automatically cease and terminate and revert in the Sole Member without any further notice or action by any Person (other than with respect to the notice referenced in Section 3.4 below):

3.1. The commencement of an involuntary proceeding or the filing of an involuntary proceeding or petition seeking (i) liquidation, arrangement, relief of creditors, reorganization or other relief in respect of SunocoCorp or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, monitor or similar official for SunocoCorp, or for a substantial part of its assets;

3.2. SunocoCorp or its governing body shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, arrangement, relief of creditors, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for itself or for a substantial part of its assets, (iii) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (iv) make a general assignment for the benefit of creditors or (v) take any action (including any corporate or other organizational action) for the purpose of effecting any of the foregoing;

3.3. SunocoCorp shall become unable, admit in writing its inability, or publicly declare its intention not to, or fail generally to pay its debts as they become due or shall become insolvent; or

3.4. The Sole Member shall deliver a notice in writing (email being sufficient) to SunocoCorp of its election to terminate the Board Appointment Delegation, which it may exercise at any time upon its good-faith belief that any of the items described in Section 3.1 or Section 3.2 is substantially likely to occur in the immediate future.

4. Non-withdrawal of General Partner. The General Partner hereby covenants and agrees that it shall not withdraw as general partner of Sunoco or assign or transfer its general partner interest in Sunoco so long as any equity securities of SunocoCorp are listed on a national securities exchange or are owned by Persons other than the Sole Member and its Subsidiaries.

5. Amendments to Partnership Agreement. The General Partner hereby covenants and agrees that it shall not propose any amendment to the Partnership Agreement that would adversely affect the rights delegated to SunocoCorp pursuant to this Agreement so long as any equity securities of SunocoCorp are listed on a national securities exchange or are owned by Persons other than the Sole Member and its Subsidiaries.

6. Amendments to GP LLCA. The Sole Member hereby covenants and agrees that it shall not amend the GP LLCA in any manner that would adversely affect the rights delegated to SunocoCorp pursuant to this Agreement, including any amendment that would diminish the authority of the board of directors of the General Partner, so long as any equity securities of SunocoCorp are listed on a national securities exchange or are owned by Persons other than the Sole Member and its Subsidiaries.

7. Miscellaneous.

7.1. *References*. Except as specifically provided otherwise, references to “Sections” are to Sections of this Agreement.

7.2. *Pronouns and Plurals*. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

7.3. *Further Action.* The parties shall execute and deliver all documents, provide all information and take or refrain from taking actions as may be necessary or appropriate to achieve the purposes of this Agreement.

7.4. *Binding Effect; Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement may not be assigned, in whole or in part, by any party to this Agreement without the written consent of the other parties to this Agreement. The parties hereto acknowledge and agree that this Agreement shall not constitute an executory contract under Section 365 of Title 11 of the United States Bankruptcy Code.

7.5. *Integration.* This Agreement and the other instruments and agreements specifically referenced herein constitute the entire agreement among parties hereto.

7.6. *Creditors.* None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Sole Member, SunocoCorp, the Partnership or the General Partner.

7.7. *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

7.8. *Counterparts.* This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

7.9. *Applicable Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

7.10. *Invalidity of Provisions.* If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

7.11. *Amendments.* This Agreement may be amended by an agreement in writing signed by the Sole Member and SunocoCorp without the vote, approval or consent of the holders of Limited Partner Interests (as such term is defined in the Partnership Agreement).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

SUNOCO GPLLC

By: /s/ Joseph Kim
Name: Joseph Kim
Title: President and Chief Executive Officer

SUNOCOCORP LLC

By: /s/ Joseph Kim
Name: Joseph Kim
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

ENERGY TRANSFER LP

By: LE GP, LLC, its general partner

By: /s/ Thomas E. Long

Name: Thomas E. Long

Title: Co-Chief Executive Officer

OMNIBUS AGREEMENT

between

SUNOCO LP

and

SUNOCOCORP LLC

This **OMNIBUS AGREEMENT** ("Agreement") is entered into on, and effective as of, the Closing Date (as defined herein) by and between Sunoco LP, a Delaware limited partnership ("Sunoco"), and SunocoCorp LLC, a Delaware limited liability company ("SunocoCorp"). The above-named entities are sometimes referred to in this Agreement each as a "Party" and collectively as the "Parties."

RECITALS:

1. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article II, with respect to certain indemnification obligations of Sunoco.

2. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article III, with respect to certain general and administrative services to be provided by Sunoco for and on behalf of SunocoCorp and Sunoco's reimbursement obligations related thereto.

3. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article IV, with respect to certain economic alignment provisions.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
Definitions

1.1 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"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.

"Arrangement Agreement" means that certain Arrangement Agreement, dated as of May 4, 2025, by and among Sunoco, Parkland Corporation, a corporation formed under the laws of the Province of Alberta, NuStar GP Holdings, LLC (n/k/a SunocoCorp LLC), a Delaware

limited liability company, and 2709716 Alberta Ltd., an Alberta corporation, as amended by that certain Amending Agreement, dated as of May 26, 2025 and that certain Second Amending Agreement, dated as of October 10, 2025.

“Closing Date” means October 31, 2025.

“control” including as used in the terms “is controlled by” or “is under common control with” means the possession, directly or indirectly, 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.

“Energy Transfer” means Energy Transfer LP, a Delaware limited partnership.

“Equalization Period” is defined in Section 4.1.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“G&A Services” is defined in Section 3.1.

“Indemnified Party” means a Person entitled to indemnification in accordance with Article II hereof.

“Indemnifying Party” means Sunoco in its capacity as a party from whom indemnification may be required in accordance with Article II hereof.

“Losses” means all losses, damages, liabilities, injuries, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses of any and every kind or character (including, without limitation, court costs and attorneys’ and experts’ fees and expenses) but excluding federal, state and local income taxes payable by SunocoCorp.

“Party” and “Parties” are defined in the introduction to this Agreement.

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

“Offering Proceeds” is defined in Section 4.2(b).

“SUN Class D Common Units” means the Class D Common Units representing limited partner interests of Sunoco.

“SUN Common Units” means the Common Units representing limited partner interests of Sunoco, other than the SUN Class D Common Units.

“SunocoCorp Common Units” means the common units representing limited liability company interests in SunocoCorp.

“SunocoCorp Derivative Units” means any options, rights, warrants, appreciation rights, tracking, profit or phantom interests or other derivative securities relating to, convertible into or exchangeable for SunocoCorp Common Units.

“SunocoCorp LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of SunocoCorp LLC, dated as of October 27, 2025, as such agreement is in effect on the Closing Date, to which reference is hereby made for all purposes of this Agreement.

“SunocoCorp Manager” means SunocoCorp Management LLC, a Delaware limited liability company, in its capacity as managing member of SunocoCorp.

“SunocoCorp Manager LLC Agreement” means the Third Amended and Restated Limited Liability Company Agreement of SunocoCorp Management LLC, dated as of October 27, 2025, as such agreement is in effect on the Closing Date, to which reference is hereby made for all purposes of this Agreement.

“SunocoCorp Offering” is defined in Section 4.2(b).

“Trigger Date” means the date on which a Trigger Event occurs.

“Trigger Event” means any of the following (i) Energy Transfer ceasing to own, directly or indirectly, all of the managing member interests in, and ceasing to own, directly or indirectly, or act as, the managing member of, SunocoCorp, (ii) SunocoCorp ceasing to have the ability, directly or indirectly, to designate all or a majority of the members of the board of directors of Sunoco GP LLC, a Delaware limited liability company, (iii) Sunoco GP LLC or an Affiliate ceasing to own, directly or indirectly, all of the outstanding general partner interests in, and ceasing to act as the general partner of, Sunoco, (iv) SunocoCorp or any of its subsidiaries other than Sunoco and its subsidiaries (A) engaging in any business or operations other than the direct and indirect investment in and management of Sunoco and its subsidiaries, (B) making any investment in or acquisition of any Person or any of its assets (whether or not such Person or its assets are ultimately contributed to Sunoco) other than any direct or indirect investment in Sunoco and its subsidiaries or (C) incurring any liabilities other than those resulting from its investment in and management of Sunoco and contemplated by this Agreement, other than, in the case of any of clauses (A) through (C), any business, operations, investment or liability that is immaterial in its nature or amount or (v) any other event that materially frustrates the intention of the Parties set forth in Section 4.2 hereof.

“Unrelated Losses” means all losses, damages, liabilities, injuries, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses of any and every kind or character (including, without limitation, court costs and attorneys’ and experts’ fees and expenses) relating to or arising out of any business, operations or financing activities engaged in by SunocoCorp from and after the date hereof other than the business of owning, directly or indirectly, partnership interests in Sunoco and managing Sunoco’s business and affairs and activities incidental thereto and financing activities engaged in pursuant to Article IV or otherwise as agreed in writing by the Parties.

ARTICLE II
Indemnification

2.1 Indemnification. Subject to the provisions of Section 2.2, to the fullest extent permitted by law, Sunoco shall indemnify, defend and hold harmless SunocoCorp, SunocoCorp Manager and their respective officers, employees, agents and representatives from and against any Losses (other than Unrelated Losses) suffered or incurred by SunocoCorp, SunocoCorp Manager or such Persons and related to or arising out of or in connection with SunocoCorp and SunocoCorp Manager carrying on their respective businesses as provided in the SunocoCorp LLC Agreement and the SunocoCorp Manager LLC Agreement, as applicable, including, without limitation, Losses (other than Unrelated Losses) arising from any threatened or pending claim or proceeding initiated by a holder of SunocoCorp Common Units against SunocoCorp.

2.2 Indemnification Procedures.

(a) The Indemnified Party agrees that promptly after it becomes aware of facts giving rise to a claim for indemnification under this Article II, it will provide notice thereof in writing to the Indemnifying Party, specifying the nature of and specific basis for such claim. Notwithstanding anything in this Article II to the contrary, a delay by the Indemnified Party in notifying the Indemnifying Party shall not relieve the Indemnifying Party of its obligations under this Article II.

(b) The Indemnifying Party shall have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification under this Article II, including, without limitation, the selection of counsel, the determination of whether to appeal any decision of any court and the settlement of any such matter or any issues relating thereto; *provided, however*, that no such settlement shall be entered into without the consent of the Indemnified Party unless it includes a full release of the Indemnified Party from such matter or issues, as the case may be, and does not include any admission of fault, culpability or a failure to act, by or on behalf of such Indemnified Party.

(c) The Indemnified Party agrees to cooperate fully with the Indemnifying Party with respect to all aspects of the defense of any claims covered by the indemnification under this Article II, including, without limitation, the prompt furnishing to the Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the name of the Indemnified Party to be utilized in connection with such defense, the making available to the Indemnifying Party of any files, records or other information of the Indemnified Party that the Indemnifying Party considers relevant to such defense and the making available to the Indemnifying Party, at no cost to the Indemnifying Party, of any employees of the Indemnified Party.

2.3 Insurance. Sunoco may purchase and maintain insurance to protect itself and any officer of SunocoCorp or SunocoCorp Manager against any liability asserted against and incurred by such officer in respect of service as such, whether or not Sunoco would have the power to indemnify such officer against such liability by law or under the provisions of this Article II or otherwise.

ARTICLE III
Services and Reimbursements

3.1 Agreement to Provide General and Administrative Services. Sunoco shall provide or cause to be provided to SunocoCorp all general and administrative services necessary or useful for the conduct of its business, including but not limited to financial, legal, accounting, tax advisory, financial advisory services, including but not limited to accounting, auditing, billing, corporate record keeping, treasury services (including with respect to the payment of distributions and allocation of reserves for taxes), cash management and banking, planning, budgeting, investor relations, risk management, information technology, insurance administration and claims processing, regulatory compliance and government relations, tax preparation, payroll, human resources, printing costs, and other administrative services as the Parties may agree from time to time (collectively, the “G&A Services”).

3.2 Performance of G&A Services by Affiliates and Third Parties. In discharging its obligations hereunder, Sunoco may engage any of its Affiliates or any qualified third party to provide the G&A Services (or any part thereof) on its behalf and the performance of the G&A Services (or any part thereof) by any such Affiliate or third party will be treated as if Sunoco performed such G&A Services itself. Notwithstanding the foregoing, the engagement of any Affiliate or third party to provide G&A Services shall not relieve Sunoco of its obligations hereunder.

3.3 Reimbursement by Sunoco. Sunoco shall reimburse SunocoCorp for, or pay on SunocoCorp’s behalf, all direct and indirect costs and expenses (other than income taxes) incurred by SunocoCorp during the term of this Agreement in connection with the following:

(a) payments or expenses incurred for G&A Services provided by third parties or any Affiliates of Sunoco;

(b) payments or expenses incurred in connection with any SunocoCorp Offering in accordance with Section 4.2(b), including, without limitation, legal and other expert fees, printing costs and filing fees;

(c) salaries and related benefits and expenses of any personnel employed by SunocoCorp, plus general and administrative expenses associated with such personnel and compensation and benefits paid to officers of SunocoCorp; and

(d) expenses and expenditures incurred by SunocoCorp as a result of SunocoCorp becoming and continuing as a publicly traded entity, including, without limitation, costs associated with annual, quarterly and other reports to holders of SunocoCorp Common Units, tax return and Form 1099 preparation and distribution, independent auditor fees, limited liability company governance and compliance, registrar and transfer agent fees and legal fees.

3.4 Billing Procedures. Sunoco will reimburse SunocoCorp for billed costs and expenses no later than the later of (a) the last day of the month following the performance month, or (b) thirty (30) calendar days following the date of the billing. Billings and payments may be accomplished by inter-company accounting procedures and transfers. Sunoco shall have the right to review all source documentation concerning such billed costs and expenses.

ARTICLE IV
Certain Economic Alignment Provisions

4.1 Dividend Equalization. During the period beginning on the date of issuance of the SUN Class D Common Units by Sunoco to SunocoCorp pursuant to the Arrangement Agreement and ending on December 31, 2027 (the “Equalization Period”), Sunoco shall ensure that SunocoCorp has the cash necessary and sufficient to pay distributions on each SunocoCorp Common Unit with respect to each Quarter (as defined in the SunocoCorp LLC Agreement) during the Equalization Period in an amount equal to 100% of the distribution paid by Sunoco on each SUN Common Unit during such Quarter.

4.2 Intention of the Parties Regarding Economic Alignment.

(a) It is the intention of the Parties that the total number of SunocoCorp Common Units that are issued by SunocoCorp and reflected as outstanding on the books and records of SunocoCorp shall, subject to the occurrence of a Trigger Event, at all times equal the number of SUN Class D Common Units held by SunocoCorp and its wholly owned subsidiaries.

(b) In connection with any future public or private offering and sale of SunocoCorp Common Units by SunocoCorp other than in connection with a Trigger Event (each offering, a “SunocoCorp Offering”), Sunoco agrees to issue and sell to SunocoCorp, and SunocoCorp agrees to purchase from Sunoco, a number of SUN Class D Common Units equal to the number of SunocoCorp Common Units sold in such SunocoCorp Offering. The price to be paid by SunocoCorp for the SUN Class D Common Units purchased in connection with the sale of SunocoCorp Common Units in any SunocoCorp Offering will be the net proceeds (after deducting underwriting or selling discounts or commissions) received by SunocoCorp from the sale of SunocoCorp Common Units therein (such aggregate amount, the “Offering Proceeds”).

(c) If SunocoCorp makes any award of SunocoCorp Common Units or SunocoCorp Derivative Units in connection with any employee benefit plans, Sunoco agrees to issue and sell to SunocoCorp, and SunocoCorp agrees to purchase from Sunoco, upon the earlier of the issuance of any such SunocoCorp Common Units or the exercise or vesting of such SunocoCorp Derivative Units, a number of SUN Class D Common Units equal to the number of SunocoCorp Common Units issued pursuant to such award (after any applicable netting for tax withholding purposes), for such consideration, if any, received by SunocoCorp from the recipient of any such award.

ARTICLE V
Trigger Events; Termination

5.1 Mutual Termination. Except as set forth in Section 5.2, this Agreement shall remain in full force and effect until terminated by mutual agreement of all Parties hereto.

5.2 Renegotiation Upon Trigger Event. Upon the occurrence of any Trigger Event, each of the Parties hereto shall negotiate in good faith with respect to the necessity and appropriateness of any amendments to this Agreement necessary to preserve, to the extent possible, the original intention of the Parties to maintain economic (other than with respect to income taxes) and governance alignment between SunocoCorp and Sunoco. If, following sixty (60) days of such

good faith negotiations (or any shorter period of time agreed by the Parties), the Parties are unable to agree on the necessary amendments to this Agreement or that no such amendments are necessary, then either SunocoCorp or Sunoco may, subject to Section 5.3, terminate this Agreement by written notice to the other Party.

5.3 Effect of Termination. (a) Any accrued but unpaid reimbursement obligations under Article III shall survive any termination in accordance with this Article V until all obligations thereunder are satisfied or unless the Parties mutually agree otherwise, (b) any obligations with respect to indemnification under Section 2.1 notified pursuant to Section 2.2(a) prior to the Trigger Date shall survive any termination in accordance with this Article V until all obligations thereunder are satisfied or unless the Parties mutually agree otherwise, (c) Section 4.1 shall survive any termination in accordance with this Article V until all obligations thereunder are satisfied or unless the Parties mutually agree otherwise and (d) Article VI shall survive any termination of this Agreement unless the Parties mutually agree otherwise.

ARTICLE VI **Miscellaneous**

6.1 Choice of Law; Submission to Jurisdiction. This Agreement shall be subject to and governed by the laws of the State of Delaware, excluding any conflicts-of-law rule or principles that might refer the construction or interpretation of this Agreement to the laws of another state. Each Party hereby submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction).

6.2 Notice. All notices or requests or consents provided for by, or permitted to be given pursuant to, this Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postage-paid, and registered or certified with return receipt requested or by delivering such notice in person, by overnight delivery service or by facsimile or email to such Party. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by facsimile or email shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below or at such other address as such Party may stipulate to the other Party in the manner provided in this Section 6.2.

If to Sunoco:

Sunoco LP
Edward S. Pak
8111 Westchester Drive, Suite 600
Dallas, Texas 75225
Attn: Assistant General Counsel

If to SunocoCorp:

SunocoCorp LLC
Edward S. Pak
8111 Westchester Drive, Suite 600
Dallas, Texas 75225
Attn: Assistant General Counsel

6.3 Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

6.4 Amendment or Modification. Except for an assumption of this Agreement by a third party in accordance with the SunocoCorp LLC Agreement, this Agreement may be amended or modified from time to time only by the written agreement of all Parties hereto. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" or an "Addendum" to this Agreement.

6.5 Assignment. No Party shall have the right to assign this Agreement or any of its respective rights or obligations under this Agreement.

6.6 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.

6.7 Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

6.8 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

6.9 Rights of Common Unitholders. The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no holder of SunocoCorp Common Units shall have the right, separate and apart from SunocoCorp, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the Closing Date.

SUNOCO LP

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

SUNOCOCORP LLC

By: SunocoCorp Management LLC, its managing member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO OMNIBUS AGREEMENT]

SUNOCOCORP LLC

LONG-TERM INCENTIVE PLAN

(Effective as of 2025)

SUNOCOCORP LLC
LONG-TERM INCENTIVE PLAN

SECTION 1. PURPOSE OF THE PLAN.

The SunocoCorp LLC Long-Term Incentive Plan (the “**Plan**”) has been adopted by the Board of Directors (the “**Board**”) of SunocoCorp Management LLC (the “**Manager**”) on behalf of SunocoCorp LLC (the “**Company**”) as of October 31, 2025. The Plan is intended to promote the interests of the Company by providing to Employees and Directors incentive compensation awards based on the value of Common Units to encourage superior performance. The Plan is also contemplated to enhance the ability of the Company and its Affiliates to attract and retain the services of individuals who are essential for the growth and profitability of the Company and its Affiliates and to encourage them to devote their best efforts to advancing the business of the Company and its Affiliates.

SECTION 2. DEFINITIONS.

As used in the Plan, the following terms shall have the meanings set forth below:

“**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.

“**ASC Topic 718**” means Accounting Standards Codification Topic 718, *Compensation—Stock Compensation*, or any successor accounting standard.

“**Award**” means an Option, Unit Appreciation Right, Restricted Unit, Phantom Unit, Other Unit-Based Award or Unit Award granted under the Plan, and includes any tandem DERs granted with respect to a Phantom Unit.

“**Award Agreement**” means the written or electronic agreement by which an Award shall be evidenced.

“**Board**” has the meaning as set out in SECTION 1.

“**Canadian Taxpayer**” means a Participant that is a resident of Canada for purposes of the *Income Tax Act* (Canada).

“**Cashless-Broker Exercise**” means an arrangement with a broker approved by the Company (or through an arrangement directly with the Company) whereby payment of the exercise price with respect to an Option is accomplished with the proceeds of sale of Common Units that were issued upon the exercise of the Option.

“**Change of Control**” means, and shall be deemed to have occurred upon one or more of the following events:

- (i) any “person” or “group” within the meaning of those terms as used in Sections 13(d) and 14(d)(2) of the Exchange Act, other than an Affiliate of the Company or the Manager, shall become the beneficial owner, by way of merger, consolidation, recapitalization, reorganization or otherwise, of 50% or more of the combined voting power of the equity interests in the Manager;
- (ii) the members of the Manager approve, in one or a series of transactions, a plan of complete liquidation of the Manager;
- (iii) the sale or other disposition by the Manager of all or substantially all of its assets in one or more transactions to any Person other than the Manager or an Affiliate of the Manager; or
- (iv) a Person other than Manager, the sole member of the Manager or an Affiliate of the Manager’s sole member becomes the Managing Member.

Notwithstanding the foregoing, if a Change of Control constitutes a payment event with respect to an Award that is subject to Section 409A, the transaction or event described in subsection (i), (ii), or (iii) above must also constitute a “change of control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5), as applied to non-corporate entities and as relates to the holder of such Award, to the extent required to comply with Section 409A.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Committee” means the Board, the Compensation Committee of the Board or such other committee as may be appointed by the Board to administer the Plan.

“Common Unit” has the meaning set forth for such term in the Company’s Fifth Amended and Restated Limited Liability Company Agreement.

“Company” has the meaning as set out in SECTION 1.

“Date of Termination” means, in respect of an Employee, the later of: (i) the last day the Employee actually performs their duties prior to the termination of their employment with the Company or an Affiliate of the Company (as applicable) for any reason; or (ii) the end of the period of statutory notice of termination prescribed by applicable employment or labour standards legislation. For clarity, except to the extent required by applicable employment or labour standards legislation, the Date of Termination shall not be extended by any contractual, civil law, or common law notice of termination period in respect of which the Employee receives or may receive pay in lieu of notice of termination or damages in lieu of such notice of termination.

“DER” means a distribution equivalent right representing a contingent right granted in tandem with a specific Phantom Unit to receive, with respect to each Phantom Unit subject to the Award, an amount in cash, Common Units and/or Phantom Units, as determined by the Committee in its sole discretion, equal in value to the distributions made by the Company with respect to a Common Unit during the period such Award is outstanding.

“Director” means a member of the Board who is not an Employee.

“Disability” means, unless provided otherwise in the Award grant agreement, an illness or injury that lasts at least six continuous months, is expected to be permanent and renders the Participant unable to carry out his or her duties to the Board, the Company, or an Affiliate of the Company.

“Effective Date” means October 31, 2025.

“Employee” means an employee of the Company or an Affiliate of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fair Market Value” means the volume-weighted average price (“VWAP”) of a Common Unit on the day of vesting calculated by totaling the dollars traded for every transaction (price multiplied by the volume) and then dividing by the total shares traded on the applicable date (or if there is no trading in the Units on such date, on the next preceding date on which there was trading). Described in a formula such as the following: $VWAP = (\text{Sum of (Tick Price} \times \text{Tick Volume)}) / \text{Trading Volume}$. In the event a Common Unit is not publicly traded at the time a determination of its value is required to be made under the Plan, the amount determined by the Committee in its discretion in such manner as it deems appropriate, taking into account all factors the Committee deems appropriate, including Section 409A.

“Fifth Amended and Restated Limited Liability Company Agreement” means the Fifth Amended and Restated Limited Liability Company Agreement of SunocoCorp LLC, as it may be amended, supplemented or restated from time to time.

“Manager” has the meaning as set out in SECTION I.

“Managing Member” has the meaning ascribed to “Manager” as set forth in the Company’s Fifth Amended and Restated Limited Liability Company Agreement.

“Non-Managing Member” has the meaning set forth in the Company’s Fifth Amended and Restated Limited Liability Company Agreement.

“Option” means an option to purchase Common Units granted under the Plan.

“Other Unit-Based Award” means an Award granted under the Plan.

“Participant” means an Employee or Director granted an Award under the Plan.

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

“Phantom Unit” means a notional unit granted under the Plan that, to the extent vested, entitles the Participant to receive a Common Unit or an amount of cash equal to the Fair Market Value of a Common Unit or a combination thereof, as determined by the Committee in its discretion and as provided in the applicable Award Agreement.

“Plan” has the meaning set forth in SECTION 1.

“Restricted Period” means the period established by the Committee with respect to an Award during which the Award remains subject to restrictions established by the Committee, including, without limitation, a period during which an Award or Common Unit is subject to forfeiture or restrictions on transfer, or is not yet exercisable by or payable to the Participant, as the case may be.

“Restricted Unit” means a Common Unit granted under the Plan that is subject to a Restricted Period.

“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.

“SEC” means the Securities and Exchange Commission, or any successor thereto.

“Section 409A” means Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or guidance that may be amended or issued after the Effective Date.

“Service Year” means the taxation year in which services are rendered by the applicable Participant and in respect of which an Award is granted.

“UDR” means a distribution made by the Company with respect to a Restricted Unit.

“Unit Appreciation Right” or “UAR” means an Award that, upon exercise, entitles the holder to receive all or part of the excess of the Fair Market Value of a Common Unit on the exercise date of the UAR over the exercise price of the UAR. Such excess may be paid in Common Units, cash or any combination thereof, in the discretion of the Committee.

“Unit Award” means a grant of a Common Unit under the Plan that is not subject to a Restricted Period.

“U.S. or United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

“U.S. Taxpayer” means a Participant who, with respect to an Award, is subject to taxation under the applicable U.S. tax laws.

SECTION 3. ADMINISTRATION.

The Plan shall be administered by the Committee. A majority of the Committee shall constitute a quorum, and the acts of the members of the Committee who are present at any meeting thereof at which a quorum is present, or acts unanimously approved by the members of the Committee in writing, shall be the acts of the Committee; *provided, however*, that in the event that the Board is not also serving as the Committee, the Board, in its sole discretion, may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan. Subject to the following and applicable law, the Committee, on behalf of the Company and the Board, in its sole discretion, may delegate any or all of its powers and duties under the Plan, including the power to grant Awards under the Plan, to the Chairman and/or the most senior Human Resources executive of the Company (including its parents, general partners, subsidiaries, and Affiliates) (the “**Most Senior HR Executive**”), 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, shall be deemed to include the Chairman and/or the Most Senior HR Executive; *provided, however*, that such delegation shall not limit the Chairman and/or the Most Senior HR Executive’s right to receive Awards under the Plan. Notwithstanding the foregoing, the Chairman and/or the Most Senior HR Executive may not grant Awards to, or take any action with respect to any Award previously granted to a Person who is then an officer subject to Rule 16b-3 or a member of the Board. 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 Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Common 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 vested, 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. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or an Award Agreement in such manner and to such extent as the Committee deems necessary or appropriate. 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 Manager, and any of their respective Affiliates, any Participant, and any beneficiary of any Award.

SECTION 4. UNITS.

- (a) Limits on Units Deliverable. Subject to adjustment as provided in Section 4(c), the number of Common Units that may be delivered with respect to Awards under the Plan is 10,000,000. Common Units withheld from an Award to either satisfy the Company’s or one of its Affiliates’ tax withholding obligations with respect to the Award or pay the exercise price of an Award shall not be considered to be Common Units delivered under the Plan. If any Award is forfeited, cancelled, exercised, settled in cash, or otherwise terminates or expires without the actual delivery of Common Units pursuant to such Award (except after the 10th anniversary of the Effective Date, the grant of Restricted Units is not a delivery of Common Units for this purpose unless and until the Restricted Period for such Restricted Units lapses), the Common Units subject to such Award shall again be available for delivery with respect to future Awards under the Plan. There shall not be any limitation on the number of Awards that may be paid in cash.
- (b) Sources of Units Deliverable Under Awards. Any Common Units delivered pursuant to an Award shall consist, in whole or in part, of Common Units newly issued by the Company, Common Units acquired in the open market, from any Affiliate of the Company or from any other Person, or any combination of the foregoing, as determined by the Committee in its discretion.
- (c) Anti-dilution Adjustments. With respect to any “equity restructuring” event that could result in an additional compensation expense to the Manager or the Company pursuant to the provisions of ASC Topic 718, if adjustments to Awards with respect to such event were discretionary, the Committee shall equitably adjust the number and type of Common Units (or other securities or property) covered by each outstanding Award and the terms and conditions, including the exercise price and performance criteria (if any), of such Award to equitably reflect such event and shall adjust the number and type of Common Units (or other securities or property) with respect to which Awards may be granted under the Plan after such event. With respect to any other similar event that would not result in an accounting charge under ASC Topic 718, if the adjustment to Awards with respect to such event were subject to discretionary action, the Committee shall have complete discretion to adjust Awards and the number and type of Common Units (or other securities or property) with respect to which Awards may be granted under the Plan in such manner as it deems appropriate with respect to such other event.

SECTION 5. ELIGIBILITY.

Any Employee or Director shall be eligible to be designated a Participant by the Committee and receive an Award under the Plan.

SECTION 6. AWARDS.

- (a) **Options.** The Committee shall have the authority to determine the Employees and Directors to whom Options shall be granted, the number of Common Units to be covered by each Option, the exercise price therefor, the Restricted Period and other 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 exercise price per Common Unit purchasable under an Option shall be determined by the Committee at the time the Option is granted, but may not be less than the Fair Market Value of a Common Unit as of the date of grant of the Option.
- (ii) **Time and Method of Exercise.** The Committee shall determine the exercise terms and the Restricted Period, if any, with respect to an Option grant, which may include, without limitation, (A) a provision for accelerated vesting upon the death or Disability of a Participant, the achievement of specified performance goals or such other events as the Committee may provide, and (B) the method or methods by which payment of the exercise price with respect to an Option may be made or deemed to have been made, which may include, without limitation, cash, check acceptable to the Committee, a Cashless-Broker Exercise through procedures approved by the Committee, or any combination of the above methods, and for Participants other than Canadian Taxpayers such other methods as the Committee determines to be appropriate.
- (iii) **Forfeitures.** Except as otherwise provided in the terms of the Option grant, upon the Date of Termination of a Participant's employment with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all unvested Options shall be forfeited by the Participant. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Options.

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- (b) UARs. The Committee shall have the authority to determine the Employees and Directors to whom UARs shall be granted, the number of Common Units to be covered by each UAR, the exercise price therefor, the Restricted Period and other conditions and limitations applicable to the exercise of the UAR, 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 exercise price per UAR shall be determined by the Committee at the time the UAR is granted, but may not be less than the Fair Market Value of a Common Unit as of the date of grant of the UAR.
- (ii) Time and Method of Exercise. The Committee shall determine the exercise terms and the Restricted Period, if any, with respect to a UAR, which may include, without limitation, (A) a provision for accelerated vesting upon the death or Disability of a Participant, the achievement of specified performance goals or such other events as the Committee may provide, and (B) the method or methods by which payment of the exercise price with respect to a UAR may be made or deemed to have been made, which may include, without limitation, cash, check acceptable to the Committee, withholding Common Units having a Fair Market Value on the exercise date equal to the relevant exercise price from the Award, a Cashless-Broker Exercise through procedures approved by the Committee, or any combination of the above methods.
- (iii) Forfeitures. Except as otherwise provided in the terms of the UAR, upon the Date of Termination of a Participant's employment with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all unvested UARs shall be forfeited by the Participant. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's UARs.
- (c) Restricted Units. The Committee shall have the authority to determine the Employees and Directors to whom Restricted Units shall be granted (provided that no Restricted Unit shall be granted to a Canadian Taxpayer), the number of Restricted Units to be granted to each such Participant, 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 with respect to such Awards which may include, without limitation, a provision for accelerated vesting upon the death or Disability of a Participant, the achievement of specified performance goals or such other events as the Committee may provide.
- (i) UDRs. To the extent provided by the Committee, in its discretion, a grant of Restricted Units may provide that the distributions made by the Company with respect to the Restricted Units shall be subject to the same forfeiture and other restrictions as the Restricted Unit and, if restricted, such distributions shall be held, without interest, until the Restricted Unit vests or is forfeited with the UDR being paid or forfeited at the same time, as the case may be. In addition, the Committee may provide that such distributions be used to acquire additional Restricted Units for the Participant. Such additional Restricted Units may be subject to such vesting and other terms as the Committee may prescribe. Absent such a restriction on the UDRs in the Award Agreement, upon a distribution with respect to the Restricted Unit, such distribution shall be paid to the holder of the Restricted Unit without restrictions at the same time as cash distributions are paid by the Company to its members.
- (ii) Forfeitures. Except as otherwise provided in the terms of the Restricted Units grant agreement, upon the Date of Termination of a Participant's employment with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding, unvested Restricted Units awarded to the Participant shall be automatically forfeited on such termination. 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, subject to satisfying the tax withholding obligations of Section 8(b), the Participant shall be entitled to have the restrictions removed from his or her Common Unit certificate so that the Participant then holds an unrestricted Common Unit.

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- (d) Phantom Units. The Committee shall have the authority to determine the Employees and Directors to whom Phantom Units shall be granted, the number of Phantom Units to be granted to each such Participant, the Restricted Period, the conditions under which the Phantom Units may become vested or forfeited and such other terms and conditions as the Committee may establish with respect to such Awards which may include, without limitation, a provision for accelerated vesting upon the death or Disability of a Participant, the achievement of specified performance goals or such other events as the Committee may provide.
- (i) DERs. To the extent provided by the Committee, in its discretion, a grant of Phantom Units may include a tandem DER grant, which may provide that such DERs shall be paid directly to the Participant, be settled in Common Units, be credited to a bookkeeping account (with or without interest in the discretion of the Committee), be “reinvested” in additional Phantom Units and be subject to the same or different vesting restrictions as the tandem Phantom Unit Award, or be subject to such other provisions or restrictions as determined by the Committee in its discretion. Absent a contrary provision in the Award Agreement, upon a distribution with respect to a Common Unit, cash equal in value to such distribution shall be paid promptly to the Participant without vesting restrictions with respect to each tandem DER then held, except that this sentence does not apply in respect of Phantom Units issued to Canadian Taxpayers which must be settled in Common Units.
- (ii) Forfeitures. Except as otherwise provided in the terms of the Phantom Unit grant agreement, upon the Date of Termination of a Participant’s employment with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding, unvested Phantom Units awarded to the Participant shall be automatically forfeited on such termination. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant’s Phantom Units.
- (iii) Lapse of Restrictions. Upon or as soon as reasonably practical following the vesting of each Phantom Unit, subject to the provisions of Section 8(b), the Participant shall be entitled to receive one Common Unit, cash equal to the Fair Market Value of a Common Unit or a combination thereof, as determined by the Committee in its discretion.
- (iv) Limitation on Vesting Period and Payment. Notwithstanding anything to the contrary in this Plan, in respect of any Phantom Units granted to Canadian Taxpayers which may in the discretion of the Committee be settled in cash, all such Phantom Units shall vest no later than December 5th of the third year following the Service Year in respect of which the Restricted Unit or Phantom Unit is granted. Payment in satisfaction of such Restricted Units and Phantom Units to the holder thereof shall be made no later than December 31st of the third calendar year following the Service Year in respect of which such Restricted Units or Phantom Units are granted.
- (e) Unit Awards. Unit Awards may be granted under the Plan to such Employees and/or Directors and in such amounts as the Committee, in its discretion, may select.
- (f) Other Unit-Based Awards. Other Unit-Based Awards may be granted under the Plan to such Employees and/or Directors and in such amounts as the Committee, in its discretion, may select. An Other Unit-Based Award shall be an award denominated or payable in, valued in or otherwise based on or related to Common Units, in whole or in part. The Committee shall determine the terms and conditions of any such Other Unit-Based Award. An Other Unit-Based Award may be paid in cash, Common Units (including Restricted Units) or any combination thereof as provided in the Award.

(g) 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 of the Company. Awards granted in addition to or in tandem with other Awards or awards granted under any other plan of the Company or any Affiliate of the Company 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 Paragraph (C) below, each Option and Unit Appreciation Right 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.
- (B) Except as provided in Paragraph (C) below, 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 of the Company.
- (C) To the extent specifically provided by the Committee with respect to an Award, such Award may be transferred by a Participant without consideration to any "family member" of the Participant, as defined in the instructions to use of the Form S-8 Registration Statement under the Securities Act of 1933, as amended, or any related family trust, limited partnership or other transferee specifically approved by the Committee.
- (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 Common Units or other securities of the Company 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 securities exchange upon which such Common Units or other securities are then listed, and any applicable laws, and the Committee may cause a legend or legends to be inscribed on any such certificates to make appropriate reference to such restrictions.
- (v) Consideration for Grants. Awards may be granted for such consideration, including services, as the Committee shall determine.
- (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 Common 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 or deliver Common Units pursuant to such Award without violating applicable law or the applicable rules or regulations of any governmental agency or authority or securities exchange. No Common 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 tax withholding) is received by the Company.
- (vii) Prohibition on Repricing of Options and UARs. Subject to the provisions of Section 4(c) and Section 7(c), the terms of outstanding Award Agreements may not be amended without the approval of the Company's Non-Managing Members so as to (A) reduce the Common Unit exercise price of any outstanding Options or UARs, (B) grant a new Option, UAR or other Award in substitution for, or upon the cancellation of, any previously granted Option or UAR that has the effect of reducing the exercise price thereof, (C) exchange any Option or UAR for Common Units, cash or other consideration when the exercise price per Common Unit under such Option or UAR exceeds the Fair Market Value of the underlying Common Units, or (D) take any other action that would be considered a "repricing" of an Option or UAR under the listing standards of the New York Stock Exchange or, if the Common Units are not then-listed on such exchange, to the extent applicable, on any other national securities exchange on which the Common Units are listed. Subject to Section 4(c) and Section 7(c), the Committee shall have the authority, without the approval of the Company's Non-Managing Members, to amend any outstanding Award to increase the per Common Unit exercise price of any outstanding Options or UARs or to cancel and replace any outstanding Options or UARs with the grant of Options or UARs having a per Common Unit exercise price that is equal to or greater than the per Common Unit exercise price of the original Options or UARs.

SECTION 7. AMENDMENT AND TERMINATION.

Except to the extent prohibited by applicable law:

- (a) Amendments to the Plan. Except as required by applicable law or the rules of the principal securities exchange on which the Common Units are traded and subject to Section 7(b) below, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner, including increasing the number of Common Units available for Awards under the Plan, without the consent of any Participant, other holder or beneficiary of an Award, or any other Person.
- (b) Amendments to Awards. Subject to Section 7(a), 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 4(c) or Section 7(c), in any Award shall materially reduce the benefit to a Participant with respect to an Award without the consent of such Participant.
- (c) Actions Upon the Occurrence of Certain Events. Upon the occurrence of a Change of Control, any change in applicable law or regulation affecting the Plan or Awards thereunder, or any change in accounting principles affecting the financial statements of the Manager or the Company, the Committee, in its sole discretion, without the consent of any Participant or holder of the Award, and on such terms and conditions as it deems appropriate, may take any one or more of the following actions in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or an outstanding Award:
 - (i) provide for either (A) the termination of any Award in exchange for an amount of cash, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights (and, for the avoidance of doubt, if as of the date of the occurrence of such transaction or event the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Committee without payment) or (B) the replacement of such Award with other rights or property selected by the Committee in its sole discretion;
 - (ii) provide that such Award be assumed by the successor or survivor entity, or a parent or subsidiary thereof, or be exchanged for similar options, rights or awards covering the equity of the successor or survivor, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of equity interests and prices;
 - (iii) make adjustments in the number and type of Common Units (or other securities or property) subject to outstanding Awards, and in the number and kind of outstanding Awards or in the terms and conditions of (including the exercise price), and the vesting and performance criteria included in, outstanding Awards, or both;
 - (iv) provide that such Award shall be exercisable or payable, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement; and
 - (v) provide that the Award cannot be exercised or become payable after such event, i.e., shall terminate upon such event.

Notwithstanding the foregoing, with respect to any "equity restructuring" event that could result in an additional compensation expense to the Manager or the Company pursuant to the provisions of ASC Topic 718, the provisions in Section 4(c) shall control to the extent they are in conflict with the discretionary provisions of this Section 7(c).

SECTION 8. GENERAL PROVISIONS.

- (a) No Rights to Award. No Person shall have any claim to be granted any Award under the Plan, 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 recipient.
- (b) Tax Withholding. Unless other arrangements have been made that are acceptable to the Committee, the Company or any Affiliate of the Company is authorized to deduct, withhold, or cause to be deducted or withheld 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, Common Units, including Common Units that would otherwise be issued pursuant to such Award or other property) of any applicable taxes payable in respect of the grant or settlement of an Award, its exercise, the lapse of restrictions thereon, or any other 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 Committee to satisfy the withholding obligations for the payment of such taxes. In the event that Common Units that would otherwise be issued pursuant to an Award are used to satisfy such withholding obligations, the number of Common Units that may be withheld or surrendered shall be limited to the number of Common Units that have a Fair Market Value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income.
- (c) No Right to Employment or Board Membership. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Company or any Affiliate of the Company or to remain on the Board, as applicable. Furthermore, the Company or an Affiliate of the Company, as applicable, may at any time dismiss a Participant from employment or the Board free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan, any Award agreement or other agreement between any such entity and a Participant.
- (d) 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 State of Delaware without regard to its conflict of laws principles.
- (e) 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 law 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.
- (f) Other Laws. The Committee may refuse to issue or transfer any Common Units or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Common Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Common Units are then traded, or entitle the Company or an Affiliate of the Company to recover the same 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.
- (g) 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 participating Affiliate of the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any participating Affiliate of the Company pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or any participating Affiliate of the Company.
- (h) No Fractional Common Units. No fractional Common Units shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine, in its sole discretion, whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Common Units or whether such fractional Common Units or any rights thereto shall be cancelled, terminated, or otherwise eliminated with or without consideration.
- (i) 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 hereof.
- (j) Facility Payment. Any amounts payable hereunder to any individual under legal disability or who, in the judgment of the Committee, is unable to manage properly his financial affairs, may be paid to the legal representative of such individual, or may be applied for the benefit of such individual in any manner that the Committee may select, and the Company shall be relieved of any further liability for payment of such amounts.
- (k) Gender and Number. Words in the masculine gender shall include the feminine gender, the plural shall include the singular and the singular shall include the plural.
- (l) Allocation of Costs. Nothing herein shall be deemed to override, amend, or modify any cost sharing arrangement, omnibus agreement, or other arrangement between the Company, the Manager or any of their respective Affiliates regarding the sharing of costs between such entities.
- (m) Compliance with Section 409A. In respect of U.S. Taxpayers, nothing in the Plan or any Award Agreement shall operate or be construed to cause the Plan or an Award that is subject to Section 409A to fail to comply with the requirements of Section 409A. The applicable provisions of Section 409A are hereby incorporated by reference and shall control over any Plan or Award Agreement provision in conflict therewith or that would cause a failure of compliance thereunder, to the extent necessary to resolve such conflict or obviate such failure. Subject to any other restrictions or limitations contained herein, in the event that a "specified employee" (as defined under Section 409A) becomes entitled to a payment under an Award that constitutes a "deferral of compensation" (as defined under Section 409A) on account of a "separation from service" (as defined under Section 409A), to the extent required by the Code, such payment shall not occur until the date that is six months plus one day from the date of such separation from service. Any amount that is otherwise payable within the six-month period described herein will be aggregated and paid in a lump sum without interest.

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- (n) **Compliance with Applicable Law.** Notwithstanding any provision of this Plan to the contrary, the issuance of Common Units hereunder will be subject to compliance with all applicable requirements of applicable law with respect to such securities and with the requirements of any stock exchange or market system upon which the Common Units may then be listed. No Common Units will be issued hereunder if such issuance would constitute a violation of any applicable law or regulation or the requirements of any stock exchange or market system upon which the Common Units may then be listed. In addition, Common Units will not be issued hereunder unless (a) a registration statement under the Securities Act of 1933, as amended from time to time, is in effect at the time of such issuance with respect to the Common Units to be issued or (b) in the opinion of legal counsel to the Company, the Common Units to be issued are permitted to be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act of 1933, as amended from time to time. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any Common Units hereunder will relieve the Company of any liability in respect of the failure to issue such Common Units as to which such requisite authority has not been obtained. As a condition to any issuance of Common Units hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company.
- (o) **No Guarantee of Tax Consequences.** None of the Manager, the Board, the Committee or the Company (i) provides or has provided any tax advice to any Participant or any other Person or makes or has made any assurance, commitment or guarantee that any federal, state, local or other tax treatment will (or will not) apply or be available to any Participant or other Person or (ii) assumes any liability with respect to any tax or associated liabilities to which any Participant or other Person may be subject.
- (p) **Clawback.** To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Committee, Awards and amounts paid or payable pursuant to or with respect to Awards shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Manager or the Company, which clawback policies or procedures may provide for forfeiture, repurchase and/or recoupment of Awards and amounts paid or payable pursuant to or with respect to Awards. Notwithstanding any provision of the Plan or any Award Agreement to the contrary, the Manager and the Company reserve the right, without the consent of any Participant or beneficiary of any Award, to adopt any such clawback policies and procedures, including such policies and procedures applicable to the Plan or any Award Agreement with retroactive effect.

SECTION 9. TERM OF THE PLAN.

The Plan shall be effective on the Effective Date and shall continue until the earliest of (i) the date it is terminated by the Board, (ii) all Common Units available under the Plan have been paid to Participants, or (iii) the 10th Anniversary of the Effective Date. 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 under the Plan 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.

SUNOCOCORP LLC
Long-Term Incentive Plan
Unit Award

Dear #ParticipantName#:

We are extremely pleased to inform you that the Compensation Committee of the Board of Directors of SunocoCorp Management LLC (the “*Manager*”) has, on behalf of SunocoCorp LLC (the “*Company*”), granted you an award of phantom units of the Company (the “*Award*”) under the Company’s Long-Term Incentive Plan (the “*Plan*”). Vesting of the phantom units is subject to (i) your continued service with the Company or one of its affiliates on the vesting dates; and (ii) the terms and conditions set forth in the Plan and the attached Time-Vested Phantom Unit Award Agreement (the “*Award Agreement*”). By accepting this Award online, you agree to the terms of the Plan and the Award Agreement.

The Award is subject to vesting as follows:

Vesting Schedule: 100% on the **third (3rd)** December 5th following the year of service in respect of which the Award is being granted (the “*Service Year*”)

Upon vesting, you will be entitled to receive, with respect to each vested phantom unit, one Common Unit (as defined in the Company’s Fifth Amended and Restated Limited Liability Company Agreement, as it may be amended, supplemented or restated from time to time).

In addition, this Award entitles you to receive, with respect to each phantom unit that has not either vested or been forfeited, cash payments equal to distributions per Common Unit made by the Company on its outstanding Common Units, in each case promptly following each such distribution made by the Company to its members.

Please note that like any compensation arrangement, an Award under the Plan is to be kept confidential unless required to be disclosed by SEC disclosure regulations.

By accepting this Award, you agree to be bound by the terms and conditions of the Award Agreement, including, without limitation, the provisions concerning confidentiality and non-solicitation. You further acknowledge and agree that this Award is conferred solely at the discretion of the Company, and it is valid consideration for your promise to comply with the provisions in the Award Agreement, including in relation to confidentiality and non-solicitation.

Thanks for your continuing contribution to our efforts. It is a pleasure for us to be associated with you in building an even greater Company.

/s/ Joseph Kim

Joseph Kim

President and Chief Executive Officer

**SUNOCOCORP LLC
LONG-TERM INCENTIVE PLAN**

Time-Vested Phantom Unit Award Agreement

This Time-Vested Phantom Unit Award Agreement (the “*Award Agreement*”) is entered into on the date of acceptance by the participant (the “*Participant*”) (as set out in Section 1.1 below) and is made by and between SunocoCorp LLC (the “*Company*”) and the Participant. The Company and its Affiliates may collectively be referred to as the “**SUN Entities**” and each a “**SUN Entity**.” Except as otherwise expressly provided herein, all capitalized terms used in this Award Agreement, but not defined, shall have the meanings provided in the Plan (as defined below).

Recitals:

WHEREAS, the Company has adopted the SunocoCorp LLC Long-Term Incentive Plan, as amended and restated from time to time (the “*Plan*”), which Plan is administered by the Compensation Committee (the “*Committee*”) of the Board of Directors of SunocoCorp Management LLC; and

WHEREAS, the Committee has determined to make an award (the “*Award*”) to the Participant of phantom units (the “*Phantom Units*”) representing the right to receive, following vesting of and upon settlement of the Phantom Units, Common Units (as defined in the Company’s Fifth Amended and Restated Limited Liability Company Agreement, as it may be amended, supplemented or restated from time to time), subject to a risk of forfeiture pursuant to the terms and conditions of this Award Agreement and the Plan; and

WHEREAS, the Participant has determined to accept such Award;

NOW, THEREFORE, the Company and the Participant, each intending to be legally bound hereby, agree as follows:

**ARTICLE I:
Award of Phantom Units**

1.1 Award. Subject to the terms and conditions of the Plan and this Award Agreement, the Company hereby grants the Participant an Award of Phantom Units as specified within the Participant’s RSU account within Fidelity Stock Plan Services, LLC (the Company’s online equity award tracking system at the time of the Award). The details of the Award are as follows:

Participant:	#ParticipantName#
Date of Grant:	#GrantDate#
Total Number of Phantom Units:	#QuantityGranted#
Service Year:	#Service Year#
Vesting Schedule:	100% on the third December 5 th following the Service Year

Subject to Section 3.11, the Phantom Units granted under this Award Agreement must be settled in Common Units.

This Award includes tandem Distribution Equivalent Rights (“*DERs*”), which entitles the Participant to receive with respect to each Phantom Unit, so long as the underlying Phantom Unit has not either vested or been forfeited, an amount in cash equal to the distributions per Common Unit made by the Company on its issued and outstanding Common Units, with such payment being made promptly following each such distribution made by the Company and in any event no later than December 31st of the third calendar year after the Service Year.

1.2 Effect of Plan; Construction. The entire text of the Plan is expressly incorporated herein by this reference and so forms a part of this Award Agreement. In the event of any inconsistency or discrepancy between the provisions of this Award Agreement and the Plan, the provisions in the Plan shall govern and prevail. This Award Agreement is subject in all respects to the terms and conditions of the Plan, as the same may have been amended from time to time in accordance with its terms; *provided, however*, that no such amendment shall deprive the Participant, without such Participant’s consent, of any rights earned or otherwise due to Participant hereunder. Capitalized terms and phrases used in this Award Agreement but not otherwise defined herein, shall have the respective meanings ascribed to them in the Plan.

1.3 Vesting/Payments. Except as otherwise provided herein, this Award is subject to vesting over a three (3) year period (the “*Vesting Period*”), with 100% of this Award to vest on the third December 5th following the Service Year subject to the Participant’s continued employment with the Company or its Affiliates on the vesting date.

(a) **Settlement of Vested Phantom Units.** Upon the vesting of a Phantom Unit, within twenty-five (25) days of the vesting date and in any event no later than December 31st of the third calendar year after the Service Year, the Company shall deliver or cause to be delivered to the Participant one Common Unit of the Company for each vested Phantom Unit, subject to applicable governmental tax withholdings described in Section 1.3(c).

(b) **Payment of DERs.** As noted above, the Participant is entitled to receive from the Company, with respect to each Phantom Unit that has not either vested or been forfeited, DERs. Upon the forfeiture or vesting of the underlying Phantom Unit, the associated DER will automatically expire and no further payments shall be made with respect to such DER, except with respect to amounts not yet paid with respect to distributions on Phantom Units made prior to the date of such forfeiture or vesting.

(c) **Tax Withholding.** All settlements of Phantom Units and payments with respect to DERs under this Award Agreement are subject to applicable governmental tax withholdings as determined by the Company. Prior to vesting of Phantom Units or payment with respect to DERs, the Participant must satisfy applicable governmental tax withholding due with respect to such vesting or payment.

(i) **Phantom Units.** Participant may elect to satisfy withholding obligations associated with the vesting or settlement of Phantom Units in cash or by the Company withholding from the Common Units issued in settlement of the Phantom Units such number of Common Units

as is sufficient to satisfy such withholding obligations. Notwithstanding the above, the Company shall also have the right to require Participant to satisfy all employment, payroll, social insurance or other tax withholding and reporting obligations that the Company determines are due or may become due prior to the settlement of the Phantom Units, including by reducing the number of Common Units otherwise deliverable upon the future settlement of the Phantom Units.

(ii) *DERs*. Cash payments of DERs, shall be made net of any applicable governmental withholding.

1.4 Change of Control. Notwithstanding Section 1.3 of this Award Agreement, in the event of a Change of Control, as that term is defined in the Plan, occurring prior to the date all outstanding Phantom Units granted hereunder have vested in accordance with Section 1.3 above, all then-outstanding unvested Phantom Units granted pursuant to this Award Agreement shall become immediately vested and nonforfeitable and the Company shall deliver the Common Units (or the amount of cash equal to the Fair Market Value of such Common Units as of the date of such event) to the Participant as soon as practicable thereafter, but no later than the twenty-fifth (25th) calendar day immediately following the date of occurrence of such Change in Control or December 31st of the third calendar year after the Service Year, whichever occurs earlier, less any applicable federal, state, local and foreign withholding taxes, provided that the Participant remained employed immediately before the Change in Control.

1.5 Termination of Employment.

(a) Death or Permanent Disability. No portion of this Award shall be forfeited as a result of the occurrence, prior to the end of the Vesting Period, of the Participant's death or Disability (as defined in the Plan). Instead, in the event of the Participant's death or Disability, this Award shall become immediately vested and nonforfeitable and the Company shall deliver the Common Units to the Participant or the Participant's estate, no later than twenty-five (25) calendar days following the date of the Participant's death or the date of the determination of the Participant's Disability.

(b) Qualified Retirement. Participants who have at least five (5) years of service with the Company or its Affiliates and leave voluntarily due to retirement will be eligible for the accelerated vesting of this Award per the following schedule:

- Participants ages 65-68 are eligible for the accelerated vesting of 40% of the unvested Phantom Units under the Award at the time of the Participant's separation from service due to retirement.
- Participants over the age of 68 are eligible for the accelerated vesting of 50% of the unvested Phantom Units under the Award at the time of the Participant's separation from service due to retirement.

Notwithstanding the foregoing, in order for this Award to be accelerated under the qualified retirement provision hereof, it must be outstanding for at least one year from the date of grant, referenced in Section 1.1(b) above.

Any qualified retirement occurring prior to the one-year anniversary of the date of grant will result in the Award hereunder being forfeited with no acceleration.

With respect to a Participant that is a U.S. Taxpayer: (i) any termination due to a retirement under this Section 1.5 must also qualify as a “separation from service” within the definition of Section 409A, and (ii) notwithstanding anything to the contrary within Section 1.3(a), no portion of the vested Phantom Units (or associated DERs) will be paid to the Participant prior to such a “separation from service” event.

(c) Termination due other than to Death, Disability or Qualified Retirement. The Award granted hereunder is for the express purpose of retaining the services and engagement of the Participant for the full time of the Vesting Period. Except as otherwise provided in the Plan or in Sections 1.5(a) and (b) of this Award Agreement, the unvested portion of this Award shall be automatically forfeited upon the Date of Termination, for no consideration, as a result of the termination of the Participant’s employment with the Company or its Affiliates for any reason, including by reason of retirement prior to the end of the Vesting Period, and Participant shall not have any further rights with respect to any such forfeited Phantom Units.

(d) Leaves of Absence. The Committee shall determine whether any leave of absence constitutes a termination of employment within the meaning of the Plan and the impact of such leave of absence on awards made to Participant under the Plan. Notwithstanding the foregoing, the Committee will not deem a leave of absence as a termination in circumstances prohibited by applicable employment standards legislation.

ARTICLE II

Restrictive Covenants

2.1 Confidentiality and Access to Confidential Information

(a) Participant’s Receipt of and Access to Confidential Information and Protected Relationships. In connection with Participant’s service to the SUN Entities, the Company and/or its Affiliates have provided and will continue to provide Participant access to, and/or allow Participant the opportunity to develop, confidential information of the SUN Entities, including certain information pertaining to the SUN Entities’ past, current, and future: business plans, corporate opportunities, operations, acquisition, merger or sale strategies; production, product development, product names and marks; marketing, costs, pricing, financial performance, business plans, and strategic plans; financial statements and all information relating to financial activities, assets, and liabilities; operation or production procedures or results; trade secrets; partners, partnership or other business arrangements or agreements with third parties; customers including their identities, contact persons, sales volumes, preferences, requirements, history, and contracts; and technical information, including equipment, drawings, blueprints, services and processes, along with any other information relating to the SUN Entities’ business that is treated by the Company as confidential (all of the foregoing collectively, “*Confidential Information*”). The SUN Entities will also provide Participant access to, and the opportunity to develop, business relationships with the SUN Entities’ customers, clients, and partners with whom the SUN Entities have developed goodwill and to which Participant would not otherwise have access (collectively, “*Protected Relationships*”). Participant acknowledges and agrees that even if Participant creates or adds to any Confidential Information or Protected Relationships, Participant is being compensated to do so under Participant’s service with the SUN Entities and any such information is and will remain the property of the SUN Entities.

(b) Participant's Obligations of Non-Use and Non-Disclosure. Participant acknowledges that the business of the Company and its Affiliates is highly competitive and that the Confidential Information and opportunity to develop Protected Relationships are valuable, special, and unique assets of the Company and its Affiliates which they use in their business to obtain a competitive advantage over their competitors which do not know or use this information. Participant further acknowledges that protection of the Confidential Information and Protected Relationships against unauthorized disclosure and use is of critical importance to the Company and its Affiliates in maintaining their competitive position. Accordingly, Participant hereby agrees that Participant will not, at any time during or after Participant's service to any of the SUN Entities, make any unauthorized disclosure of any Confidential Information or make any use thereof or of the Protected Relationships, except for the benefit of, and on behalf of, the SUN Entities.

(c) Third-Party Information. Participant acknowledges that, as a result of Participant's service with the Company or its Affiliates, Participant has had and will continue to have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, clients, vendors, suppliers, partners, joint venturers, and the like, of the SUN Entities. Participant agrees to preserve and protect the confidentiality of such third-party confidential information and trade secrets to the same extent, and on the same basis, as the Confidential Information.

(d) Return of Documents and Electronic Data. All written or electronic or other data or materials, records and other documents made by, or coming into the possession of, Participant during the period of Participant's service which contain or disclose the Confidential Information and/or Protected Relationships shall be and remain the property of the SUN Entities. Upon request, and in any event without request upon termination of Participant's service for any reason, Participant shall promptly deliver the same, and all copies, derivatives and extracts thereof, to the SUN Entities.

(e) Restriction Limitations. Notwithstanding the foregoing or anything herein to the contrary, Participant acknowledges and agrees that (i) nothing contained in this Award Agreement will prohibit Participant from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation; (ii) nothing in this Award Agreement is intended to or will prevent Participant from communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state, local or foreign government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Participant's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding; and (iii) pursuant to 18 USC Section 1833(b), Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

2.2 Non-Solicit/Non-Hire

(a) Consideration for Restrictive Covenants. The restrictive covenants contained in this Section 2.2 are supported by consideration to Participant from the Company as specified in this Award Agreement, including, but not limited to, the consideration provided in Article I. Participant agrees that the restrictive covenants contained in this Section 2.2 are in exchange for the consideration specified herein, as a material incentive for the Company to enter into this Award Agreement, to help enforce Participant's agreement not to use or disclose Confidential Information and Protected Relationships as set forth in Section 2.1, and to protect the SUN Entities' goodwill which Participant will help develop during Participant's period of service.

(b) Non-Solicitation/Non-Hire of Employees. During the Restrictive Covenant Period (as defined below), Participant shall not, without written consent of the SUN Entities, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, hire, retain or seek to hire or retain any employee of the SUN Entities or in any other manner attempt directly or indirectly to solicit, influence, induce, or encourage any employee of the SUN Entities to leave the employment of the SUN Entities, nor shall Participant use or disclose to any person, partnership, entity, association, or corporation any information concerning the names, addresses, or personal telephone numbers of any employees of the SUN Entities for the purpose of soliciting or hiring such employee for potential employment or services on behalf of any person or entity other than the SUN Entities.

(c) Non-Solicitation of Customers and Business Partners. During the Restrictive Covenant Period, Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, directly or indirectly:

(i) influence, induce, solicit or encourage any potential or actual customer, actual vendor, or actual business partner of the SUN Entities to abandon, reduce, or materially change its business relationship with the SUN Entities, or

(ii) provide products or services related to the Restricted Business (as defined below) to any potential or actual customer or actual business partner of the SUN Entities.

During the post-employment period of the Restrictive Covenant Period, this Section 2.2(c) shall only restrict Participant's activities with respect to (i) actual or potential customers and actual business partners of the SUN Entities with whom Participant had direct contact or business dealings or indirect contact or business dealings (through the supervision of other employees) in the twenty-four (24) months preceding the termination of Participant's employment for any reason, or (ii) actual or potential customers and actual business partners of the SUN Entities about whom Participant learned Confidential Information in the twenty-four (24) months preceding the termination of Participant's service for any reason.

(d) Definitions.

(i) *Restricted Business.* The Restricted Business is defined as the products and services provided or proposed to be provided by the SUN Entities during Participant's employment

and which Participant (1) was directly involved or indirectly involved through the supervision of other employees; or (2) about which Participant received Confidential Information.

(ii) *Restrictive Covenant Period.* The Restrictive Covenant Period is defined as the period of time during Participant's employment with any SUN Entity and continuing for one (1) year after the date Participant is no longer employed by any of the SUN Entities, regardless of the reason for the termination of Participant's employment and regardless of whether Participant's employment was terminated by Participant or the SUN Entities.

(e) Reasonableness of Restrictions; Breach and Reformation. Participant understands and agrees that the restrictions and obligations upon Participant contained in this Award Agreement are material to the SUN Entities and that this Award Agreement would not be entered into without these promises from Participant. Participant acknowledges that these restrictions and obligations do not terminate when Participant's employment terminates. Participant understands that the restrictions in Sections 2.1 and 2.2 of this Award Agreement may limit Participant's ability to engage in a business similar to or competitive with the SUN Entities, but acknowledges that Participant will receive sufficient consideration from the SUN Entities under this Award Agreement to justify such restrictions. Participant further acknowledges that the foregoing restrictions and obligations do not prevent Participant from earning a living with the skills and experience Participant currently possesses. Participant acknowledges that money damages would not be a sufficient remedy for any breach of this Award Agreement by Participant, and, as such, the SUN Entities shall be entitled to enforce their rights under this Award Agreement by injunctive relief in addition to all remedies available at law or in equity. Participant agrees that in the event of a breach, or a threatened breach, by Participant of any of the provisions of Sections 2.1 and 2.2 of this Award Agreement the SUN Entities shall be entitled to seek, in addition to any and all other rights, remedies or damages (including the right to receive any and all Common Units of the Company delivered hereunder or the market value of the Common Units delivered hereunder) available to the SUN Entities at law or in equity, a temporary and permanent injunction, without having to prove damages, in order to prevent or restrain any such breach, or threatened breach, by Participant, or by any or all of Participant's partners, employers, employees, servants, agents, representatives and any other persons directly or indirectly acting for, or on behalf of, or in concert with, Participant, and that the SUN Parties shall be entitled to seek all of its costs and expenses incurred in obtaining such relief including reasonable attorneys' and client legal costs and disbursements.

It is expressly understood and agreed that the Company and the Participant consider the restrictions and obligations upon Participant contained in this Section 2.2 to constitute reasonable restraints as to time, geography, and activities involved, and to be necessary for the purposes of preserving and protecting the goodwill, Confidential Information, Protected Relationships, and other legitimate business interests of the SUN Entities. Nevertheless, if any covenant contained in this Section 2.2 is found by a court of competent jurisdiction to contain limitations as to time, geographic area, or scope of activity that are not reasonable and impose a greater restraint than is necessary to protect the legitimate business interests of the SUN Entities, then the court shall reform the covenant to the extent necessary to cause the limitations contained in the covenant as to time, geographic area, and scope of activity to be restrained to be reasonable and to impose a restraint that is not greater than necessary to protect the legitimate business interests of the SUN Entities. Participant hereby expressly waives, and agrees not to assert, any challenge to any

restrictive covenant in this Award Agreement premised upon insufficiency of consideration, over breadth or unreasonableness, or that any provisions of this Award Agreement are otherwise void, voidable, or unenforceable or should be voided or held unenforceable.

ARTICLE III
General Provisions

3.1 Successors and Assignability. This Award Agreement shall be binding upon, and inure to the benefit of the Manager, the Company and any of their successors or their assigns, and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Manager or the Company's assets and business. Unless otherwise provided by the Committee: (a) no part of this Award shall be assignable or transferable by the Participant, except by will or the laws of descent and distribution; and (b) during the Participant's life, this Award shall be payable only to Participant, or Participant's guardian or legal representative. In the event of the Participant's death, payment, to the extent permitted by this Award Agreement and the Plan, shall be made to the Participant's estate.

3.2 Rights as a Member. Until Common Units have been validly issued (as fully paid Common Units representing membership interests in the Company) in settlement of vested Phantom Units to the Participant or any other person, neither Participant nor such other person shall be entitled to any privileges of Common Unit ownership, (including, without limitation, any voting rights or any right to distributions paid with respect to the Common Units underlying the Phantom Units), or otherwise have any rights as a member of the Company, by reason of the Award.

3.3 No Right to Continued Employment. Nothing in this Award Agreement or in the Plan shall be construed as giving the Participant the right to be retained in the employ or service of the Company or any Affiliate thereof or establish standards regarding the termination from employment of the Participant. Furthermore, the Company or any Affiliate may at any time dismiss the Participant from employment or consulting free from any liability or any claim under the Plan or this Award Agreement, unless otherwise expressly provided in the Plan, this Award Agreement or any other written agreement between the Participant and the Company or an Affiliate thereof.

3.4 Amendment. This Award Agreement shall not be amended or modified except by an instrument in writing executed by both parties hereto.

3.5 Captions. The captions at the beginning of each of the numbered Sections and Articles herein are for reference purposes only and will have no legal force or effect. Such captions will not be considered a part of this Award Agreement for purposes of interpreting, construing or applying this Award Agreement and will not define, limit, extend, explain or describe the scope or extent of this Award Agreement or any of its terms and conditions.

3.6 Governing Law. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS INSTRUMENT SHALL BE GOVERNED EXCLUSIVELY BY, AND DETERMINED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF), EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL LAW, WHICH SHALL GOVERN.

3.7 Notices. Communications shall be addressed and directed to the parties, as follows, or to such other address or recipient for a party as may be hereafter notified by such party hereunder:

- (a) if to the Company: SunocoCorp LLC
8111 Westchester Drive, Suite 600
Dallas, Texas 75225
Attn: Group SVP - Human Resources & Administration

Notices to the Company shall be deemed to have been duly given or made upon actual receipt by the Company.

- (b) if to the Participant: to the address for Participant as it appears on the Company's records.

3.8 Severability. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.

3.9 Amendments, Suspension and Termination. Solely to the extent permitted by the Plan, this Award Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee. Except as provided in the preceding sentence, this Award Agreement cannot be modified, altered or amended, except by an agreement, in writing, signed by both the Company and the Participant.

3.10 Code Section 409A. In respect of Participants that are U.S. Taxpayers:

(a) General. This Award Agreement is intended to comply with the provisions of Section 409A of the Code ("*Section 409A*") and this Award Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Award Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

(b) Delayed Payment Rule. If and to the extent any portion of any payment provided to the Participant under this Award Agreement in connection with the Participant's "separation from service" (as defined in Section 409A) is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a "specified employee" (as defined in Section 409A(a)(2)(B)(i)), as determined by the Company in accordance with the procedures separately adopted by the Company for this purpose, by which determination the

Participant, as a condition to accepting benefits under this Award Agreement and the Plan, agrees to be bound, such portion of the Phantom Units and, if applicable DERs, to be delivered on a vesting date shall not be delivered before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) the tenth (10th) day after the date of the Participant's death (as applicable, the "New Payment Date"). Any amount that is otherwise payable within the six (6) month period described in the preceding sentence, will be aggregated and paid in a lump sum without interest. In addition, if a distribution is paid by the Company with respect to its Common Units during the six month period between the Participant's separation from service and the New Payment Date, the Company shall calculate the distribution amount that the Participant would have received with respect to each Phantom Unit that is not settled through delivery of a Common Unit pursuant to this Section 3(b) during the six (6) month delay period and shall pay such amount, without interest, to the Participant on the New Payment Date.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Phantom Units under this Award Agreement shall be treated as a separate payment of compensation. Neither the Company nor the Participant shall have the right to accelerate or defer the delivery of any such Phantom Units except to the extent specifically permitted or required by Section 409A.

(d) No Representation. The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments under this Award Agreement are determined to constitute deferred compensation subject to Section 409A but not to satisfy the conditions of that section.

3.11 Compliance with Applicable Law. Notwithstanding any provision of this Award Agreement to the contrary, the issuance of Common Units hereunder will be subject to compliance with all applicable requirements of applicable law with respect to such securities and with the requirements of any stock exchange or market system upon which the Common Units may then be listed. No Common Units will be issued hereunder if such issuance would constitute a violation of any applicable law or regulation or the requirements of any stock exchange or market system upon which the Common Units may then be listed. In addition, Common Units will not be issued hereunder unless (a) a registration statement under the Securities Act of 1933, as amended from time to time, is in effect at the time of such issuance with respect to the Common Units to be issued or (b) in the opinion of legal counsel to the Company, the Common Units to be issued are permitted to be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act of 1933, as amended from time to time. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any Common Units hereunder will relieve the Company of any liability in respect of the failure to issue such Common Units as to which such requisite authority has not been obtained. As a condition to any issuance of Common Units hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company.

3.12 Clawback. To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Committee, this Award and amounts paid or payable pursuant to or with respect to this Award shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Manager or the Company, which clawback policies or procedures may provide for forfeiture, repurchase and/or recoupment of this Award and amounts paid or payable pursuant to or with respect to this Award. Notwithstanding any provision of the Plan or this Award Agreement to the contrary, the Manager and the Company reserve the right, without the consent of any Participant or beneficiary of any Award, to adopt any such clawback policies and procedures, including such policies and procedures applicable to the Plan or this Award Agreement with retroactive effect.

3.13 Entire Agreement. This Award Agreement constitutes the entire understanding and supersedes any and all other agreements, oral or written, between the parties hereto, in respect of the subject matter of this Award Agreement and embodies the entire understanding of the parties with respect to the subject matter hereof.

BY ACCEPTING THIS AWARD ONLINE YOU AGREE TO THE TERMS OF THE AWARD AGREEMENT AS SPECIFIED HEREIN.

SUNOCOCORP LLC
Long-Term Incentive Plan
Unit Award

Dear #ParticipantName#:

We are extremely pleased to inform you that the Compensation Committee of the Board of Directors of SunocoCorp Management LLC (the “*Manager*”) has, on behalf of SunocoCorp LLC (the “*Company*”) granted you an award of phantom units of the Company (the “*Award*”) under the Company’s Long-Term Incentive Plan (the “*Plan*”). Vesting of the phantom units is subject to (i) your continued service with the Company or one of its affiliates on the vesting dates; and (ii) the terms and conditions set forth in the Plan and the attached Time-Vested Phantom Unit Award Agreement (the “*Award Agreement*”). By accepting this Award online, you agree to the terms of the Plan and the Award Agreement.

The Award is subject to vesting as follows:

Vesting Schedule: 100% on the **fifth (5th)** December 5th following the year of service in respect of which the Award is being granted (the “*Service Year*”)

Upon vesting, you will be entitled to receive, with respect to each vested phantom unit, one Common Unit (as defined in the Company’s Fifth Amended and Restated Limited Liability Company Agreement, as it may be amended, supplemented or restated from time to time).

In addition, this Award entitles you to receive, with respect to each phantom unit that has not either vested or been forfeited, an amount equal to distributions per Common Unit made by the Company on its outstanding Common Units.

Please note that like any compensation arrangement, an Award under the Plan is to be kept confidential unless required to be disclosed by SEC disclosure regulations.

By accepting this Award, you agree to be bound by the terms and conditions of the Award Agreement, including, without limitation, the provisions concerning confidentiality and non-solicitation. You further acknowledge and agree that this Award is conferred solely at the discretion of the Company, and it is valid consideration for your promise to comply with the provisions in the Award Agreement, including in relation to confidentiality and non-solicitation.

Thanks for your continuing contribution to our efforts. It is a pleasure for us to be associated with you in building an even greater Company.

/s/ Joseph Kim

Joseph Kim

President and Chief Executive Officer

**SUNOCOCORP LLC
LONG-TERM INCENTIVE PLAN**

Time-Vested Phantom Unit Award Agreement

This Time-Vested Phantom Unit Award Agreement (the “*Award Agreement*”), is entered into on the date of acceptance by the participant (the “*Participant*”) (as set out in Section 1.1 below) and is made by and between SunocoCorp LLC (the “*Company*”) and the Participant. The Company and its Affiliates may collectively be referred to as the “**SUN Entities**” and each a “**SUN Entity**.” Except as otherwise expressly provided herein, all capitalized terms used in this Award Agreement, but not defined, shall have the meanings provided in the Plan (as defined below).

Recitals:

WHEREAS, the Company has adopted the SunocoCorp LLC Long-Term Incentive Plan, as amended and restated from time to time (the “*Plan*”), which Plan is administered by the Compensation Committee (the “*Committee*”) of the Board of Directors of SunocoCorp Management LLC; and

WHEREAS, the Committee has determined to make an award (the “*Award*”) to the Participant of phantom units (the “*Phantom Units*”) representing the right to receive, following vesting of and upon settlement of the Phantom Units, Common Units (as defined in the Company’s Fifth Amended and Restated Limited Liability Company Agreement, as it may be amended, supplemented or restated from time to time), subject to a risk of forfeiture pursuant to the terms and conditions of this Award Agreement and the Plan; and

WHEREAS, the Participant has determined to accept such Award;

NOW, THEREFORE, the Company and the Participant, each intending to be legally bound hereby, agree as follows:

**ARTICLE I:
Award of Phantom Units**

1.1 Award. Subject to the terms and conditions of the Plan and this Award Agreement, the Company hereby grants the Participant an Award of Phantom Units as specified within the Participant’s RSU account within Fidelity Stock Plan Services, LLC (the Company’s online equity award tracking system at the time of the Award). The details of the Award are as follows:

Participant:	#ParticipantName#
Date of Grant:	#GrantDate#
Total Number of Phantom Units:	#QuantityGranted#
Service Year:	#Service Year#
Vesting Schedule:	100% on the fifth December 5 th following the Service Year

Subject to Section 3.11, the Phantom Units granted under this Award Agreement must be settled in Common Units.

This Award includes tandem Distribution Equivalent Rights (“*DERs*”), which entitles the Participant to receive with respect to each Phantom Unit, so long as the underlying Phantom Unit has not either vested or been forfeited, an amount equal to the distributions per Common Unit made by the Company on its outstanding Common Units. Any such amounts accruing on the *DERs* shall be credited to a bookkeeping account maintained on behalf of the Participant and are subject to the same vesting conditions and schedule as the underlying Phantom Unit to which they relate.

1.2 Effect of Plan; Construction. The entire text of the Plan is expressly incorporated herein by this reference and so forms a part of this Award Agreement. In the event of any inconsistency or discrepancy between the provisions of this Award Agreement and the Plan, the provisions in the Plan shall govern and prevail. This Award Agreement is subject in all respects to the terms and conditions of the Plan, as the same may have been amended from time to time in accordance with its terms; *provided, however*, that no such amendment shall deprive the Participant, without such Participant’s consent, of any rights earned or otherwise due to Participant hereunder. Capitalized terms and phrases used in this Award Agreement but not otherwise defined herein, shall have the respective meanings ascribed to them in the Plan.

1.3 Vesting/Payments. Except as otherwise provided herein, this Award is subject to vesting over a five (5) year period (the “*Vesting Period*”), with 100% of this Award to vest on the fifth December 5th following the Service Year subject to the Participant’s continued employment with the Company or its Affiliates on the vesting date.

(a) **Settlement of Vested Phantom Units.** Upon the vesting of a Phantom Unit, within twenty-five (25) days of the vesting date, the Company shall deliver or cause to be delivered to the Participant one Common Unit of the Company for each vested Phantom Unit, subject to applicable governmental tax withholdings described in Section 1.3(c).

(b) **Payment of *DERs*.** As noted above, the Participant is entitled to receive from the Company, with respect to each Phantom Unit that has not either vested or been forfeited, an amount equal to the distributions per Common Unit made by the Company on its outstanding Common Units with respect to the tandem *DERs*. Upon the vesting of the underlying Phantom Units, within twenty-five (25) days of the vesting date, the Company shall deliver or cause to be delivered to the Participant such number of whole Common Units of the Company (rounded down to the nearest whole Common Unit) having a Fair Market Value equal to the balance as of the vesting date as recorded on the bookkeeping account maintained on behalf of the Participant as described in Section 1.1, subject to applicable governmental tax withholdings described in Section 1.3(c). Upon the forfeiture or vesting of the underlying Phantom Unit, the associated *DER* will automatically expire and the Participant shall have no further rights or entitlements under such *DER*.

(c) **Tax Withholding.** All settlements of Phantom Units and payments with respect to *DERs* under this Award Agreement are subject to applicable governmental tax withholdings as determined by the Company. Prior to the delivery of Common Units in settlement of the Phantom

Units or the DERs, the Participant must satisfy or make sufficient arrangements as necessary to satisfy applicable governmental tax withholding due with respect to such delivery.

Participant may elect to satisfy withholding obligations associated with the vesting or settlement of Phantom Units and the settlement of DERs in cash or by the Company withholding from the Common Units issued in settlement of the Phantom Units and DERs such number of Common Units, as is sufficient to satisfy such withholding obligations. Notwithstanding the above, the Company shall also have the right to require Participant to satisfy all employment, payroll, social insurance or other tax withholding and reporting obligations that the Company determines are due or may become due prior to the settlement of the Phantom Units, including by reducing the number of Common Units otherwise deliverable upon the future settlement of the Phantom Units.

1.4 Change of Control. Notwithstanding Section 1.3 of this Award Agreement, in the event of a Change of Control, as that term is defined in the Plan, occurring prior to the date all outstanding Phantom Units granted hereunder have vested in accordance with Section 1.3 above, all then-outstanding unvested Phantom Units granted pursuant to this Award Agreement shall become immediately vested and nonforfeitable and the Company shall deliver the Common Units to the Participant as soon as practicable thereafter, but no later than the twenty-fifth (25th) calendar day immediately following the date of occurrence of such Change in Control, subject to applicable governmental tax withholdings described in Section 1.3(c).

1.5 Termination of Employment.

(a) Death or Permanent Disability. No portion of this Award shall be forfeited as a result of the occurrence, prior to the end of the Vesting Period, of the Participant's death or Disability (as defined in the Plan). Instead, in the event of the Participant's death or Disability, this Award shall become immediately vested and nonforfeitable and the Company shall deliver the Common Units to the Participant or the Participant's estate, as soon as practicable thereafter, subject to applicable governmental tax withholdings described in Section 1.3(c).

(b) Qualified Retirement. Participants who have at least five (5) years of service with the Company or its Affiliates, and who leave voluntarily due to retirement, will be eligible for the accelerated vesting of this Award per the following schedule:

- Participants ages 65-68 are eligible for the accelerated vesting of 40% of the unvested Phantom Units under the Award at the time of the Participant's separation from service due to retirement.
- Participants over the age of 68 are eligible for the accelerated vesting of 50% of the unvested Phantom Units under the Award at the time of the Participant's separation from service due to retirement.

Notwithstanding the foregoing, in order for this Award to be accelerated under the qualified retirement provision hereof, it must be outstanding for at least one year from the date of grant, referenced in Section 1.1(b) above.

Any qualified retirement occurring prior to the one-year anniversary of the date of grant will result in the Award hereunder being forfeited with no acceleration.

With respect to a Participant that is a U.S. Taxpayer: (i) any termination due to a retirement under this Section 1.5 must also qualify as a “separation from service” within the definition of Section 409A, and (ii) notwithstanding anything to the contrary within Section 1.3(a), no portion of the vested Phantom Units (or associated DERs) will be paid to the Participant prior to such a “separation from service” event.

(c) Termination due other than to Death, Disability or Qualified Retirement. The Award granted hereunder is for the express purpose of retaining the services and engagement of the Participant for the full duration of the Vesting Period. Except as otherwise provided in the Plan or in Section 1.5(a) and (b) of this Award Agreement, the unvested portion of this Award shall be automatically forfeited upon the Date of Termination, for no consideration, as a result of the termination of the Participant’s employment with the Company or its Affiliates for any reason, including by reason of retirement prior to the end of the Vesting Period, and Participant shall not have any further rights with respect to any such forfeited Phantom Units.

(d) Leaves of Absence. The Committee shall determine whether any leave of absence constitutes a termination of employment within the meaning of the Plan and the impact of such leave of absence on awards made to Participant under the Plan. Notwithstanding the foregoing, the Committee will not deem a leave of absence as a termination in circumstances prohibited by applicable employment standards legislation.

ARTICLE II

Restrictive Covenants

2.1 Confidentiality and Access to Confidential Information

(a) Participant’s Receipt of and Access to Confidential Information and Protected Relationships. In connection with Participant’s service to the SUN Entities, the Company and/or its Affiliates have provided and will continue to provide Participant access to, and/or allow Participant the opportunity to develop, confidential information of the SUN Entities, including certain information pertaining to the SUN Entities’ past, current, and future: business plans, corporate opportunities, operations, acquisition, merger or sale strategies; production, product development, product names and marks; marketing, costs, pricing, financial performance, business plans, and strategic plans; financial statements and all information relating to financial activities, assets, and liabilities; operation or production procedures or results; trade secrets; partners, partnership or other business arrangements or agreements with third parties; customers including their identities, contact persons, sales volumes, preferences, requirements, history, and contracts; and technical information, including equipment, drawings, blueprints, services and processes, along with any other information relating to the SUN Entities’ business that is treated by the Company as confidential (all of the foregoing collectively, “*Confidential Information*”). The SUN Entities will also provide Participant access to, and the opportunity to develop, business relationships with the SUN Entities’ customers, clients, and partners with whom the SUN Entities have developed goodwill and to which Participant would not otherwise have access (collectively, “*Protected Relationships*”). Participant acknowledges and agrees that even if Participant creates or adds to any Confidential Information or Protected Relationships, Participant is being compensated to do so under Participant’s service with the SUN Entities and any such information is and will remain the property of the SUN Entities.

(b) Participant's Obligations of Non-Use and Non-Disclosure. Participant acknowledges that the business of the Company and its Affiliates is highly competitive and that the Confidential Information and opportunity to develop Protected Relationships are valuable, special, and unique assets of the Company and its Affiliates which they use in their business to obtain a competitive advantage over their competitors which do not know or use this information. Participant further acknowledges that protection of the Confidential Information and Protected Relationships against unauthorized disclosure and use is of critical importance to the Company and its Affiliates in maintaining their competitive position. Accordingly, Participant hereby agrees that Participant will not, at any time during or after Participant's service to any of the SUN Entities, make any unauthorized disclosure of any Confidential Information or make any use thereof or of the Protected Relationships, except for the benefit of, and on behalf of, the SUN Entities.

(c) Third-Party Information. Participant acknowledges that, as a result of Participant's service with the Company or its Affiliates, Participant has had and will continue to have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, clients, vendors, suppliers, partners, joint venturers, and the like, of the SUN Entities. Participant agrees to preserve and protect the confidentiality of such third-party confidential information and trade secrets to the same extent, and on the same basis, as the Confidential Information.

(d) Return of Documents and Electronic Data. All written or electronic or other data or materials, records and other documents made by, or coming into the possession of, Participant during the period of Participant's Service which contain or disclose the Confidential Information and/or Protected Relationships shall be and remain the property of the SUN Entities. Upon request, and in any event without request upon termination of Participant's service for any reason, Participant shall promptly deliver the same, and all copies, derivatives and extracts thereof, to the SUN Entities.

(e) Restriction Limitations. Notwithstanding the foregoing or anything herein to the contrary, Participant acknowledges and agrees that (i) nothing contained in this Award Agreement will prohibit Participant from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation; (ii) nothing in this Award Agreement is intended to or will prevent Participant from communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state, local or foreign government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Participant's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding; and (iii) pursuant to 18 USC Section 1833(b), Participant will not be held criminally or civilly liable under any federal, or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

2.2 Non-Solicit/Non-Hire

(a) Consideration for Restrictive Covenants. The restrictive covenants contained in this Section 2.2 are supported by consideration to Participant from the Company as specified in this Award Agreement, including, but not limited to, the consideration provided in Article I. Participant agrees that the restrictive covenants contained in this Section 2.2 are in exchange for the consideration specified herein, as a material incentive for the Company to enter into this Award Agreement, to help enforce Participant's agreement not to use or disclose Confidential Information and Protected Relationships as set forth in Section 2.1, and to protect the SUN Entities' goodwill which Participant will help develop during Participant's period of service.

(b) Non-Solicitation/Non-Hire of Employees. During the Restrictive Covenant Period (as defined below), Participant shall not, without written consent of the SUN Entities, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, hire, retain or seek to hire or retain any employee of the SUN Entities or in any other manner attempt directly or indirectly to solicit, influence, induce, or encourage any employee of the SUN Entities to leave the employment of the SUN Entities, nor shall Participant use or disclose to any person, partnership, entity, association, or corporation any information concerning the names, addresses, or personal telephone numbers of any employees of the SUN Entities for the purpose of soliciting or hiring such employee for potential employment or services on behalf of any person or entity other than the SUN Entities.

(c) Non-Solicitation of Customers and Business Partners. During the Restrictive Covenant Period, Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, directly or indirectly:

(i) influence, induce, solicit or encourage any potential or actual customer, actual vendor or actual business partner of the SUN Entities to abandon, reduce, or materially change its business relationship with the SUN Entities, or

(ii) provide products or services related to the Restricted Business (as defined below) to any potential or actual customer or actual business partner of the SUN Entities.

During the post-employment period of the Restrictive Covenant Period, this Section 2.2(c) shall only restrict Participant's activities with respect to (i) actual or potential customers and actual business partners of the SUN Entities with whom Participant had direct contact or business dealings or indirect contact or business dealings (through the supervision of other employees) in the twenty-four (24) months preceding the termination of Participant's employment for any reason, or (ii) actual or potential customers and actual business partners of the SUN Entities about whom Participant learned Confidential Information in the twenty-four (24) months preceding the termination of Participant's service for any reason.

(d) Definitions.

(i) *Restricted Business.* The Restricted Business is defined as the products and services provided or proposed to be provided by the SUN Entities during Participant's employment

and which Participant (i) was directly involved or indirectly involved through the supervision of other employees; or (ii) about which Participant received Confidential Information.

(ii) *Restrictive Covenant Period.* The Restrictive Covenant Period is defined as the period of time during Participant's employment with any SUN Entity and continuing for one (1) year after the date Participant is no longer employed by any of the SUN Entities, regardless of the reason for the termination of Participant's employment and regardless of whether Participant's employment was terminated by Participant or the SUN Entities.

(e) Reasonableness of Restrictions; Breach and Reformation. Participant understands and agrees that the restrictions and obligations upon Participant contained in this Award Agreement are material to the SUN Entities and that this Award Agreement would not be entered into without these promises from Participant. Participant acknowledges that these restrictions and obligations do not terminate when Participant's employment terminates. Participant understands that the restrictions in Sections 2.1 and 2.2 of this Award Agreement may limit Participant's ability to engage in a business similar to or competitive with the SUN Entities, but acknowledges that Participant will receive sufficient consideration from the SUN Entities under this Award Agreement to justify such restrictions. Participant further acknowledges that the foregoing restrictions and obligations do not prevent Participant from earning a living with the skills and experience Participant currently possesses. Participant acknowledges that money damages would not be a sufficient remedy for any breach of this Award Agreement by Participant, and, as such, the SUN Entities shall be entitled to enforce their rights under this Award Agreement by injunctive relief in addition to all remedies available at law or in equity. Participant agrees that in the event of a breach, or a threatened breach, by Participant of any of the provisions of Sections 2.1 and 2.2 of this Award Agreement the SUN Entities shall be entitled to seek, in addition to any and all other rights, remedies or damages (including the right to receive any and all Units of the Company delivered hereunder or the market value of the Units delivered hereunder) available to the SUN Entities at law or in equity, a temporary and permanent injunction, without having to prove damages, in order to prevent or restrain any such breach, or threatened breach, by Participant, or by any or all of Participant's partners, employers, employees, servants, agents, representatives and any other persons directly or indirectly acting for, or on behalf of, or in concert with, Participant, and that the SUN Parties shall be entitled to seek all of its costs and expenses incurred in obtaining such relief including reasonable attorneys' and client legal costs and disbursements.

It is expressly understood and agreed that the Company and the Participant consider the restrictions and obligations upon Participant contained in this Section 2.2 to constitute reasonable restraints as to time, geography, and activities involved, and to be necessary for the purposes of preserving and protecting the goodwill, Confidential Information, Protected Relationships, and other legitimate business interests of the SUN Entities. Nevertheless, if any covenant contained in this Section 2.2 is found by a court of competent jurisdiction to contain limitations as to time, geographic area, or scope of activity that are not reasonable and impose a greater restraint than is necessary to protect the legitimate business interests of the SUN Entities, then the court shall reform the covenant to the extent necessary to cause the limitations contained in the covenant as to time, geographic area, and scope of activity to be restrained to be reasonable and to impose a restraint that is not greater than necessary to protect the legitimate business interests of the SUN Entities. Participant hereby expressly waives, and agrees not to assert, any challenge to any restrictive covenant in this Award Agreement premised upon insufficiency of consideration, over

breadth or unreasonableness, or that any provisions of this Award Agreement are otherwise void, voidable, or unenforceable or should be voided or held unenforceable.

ARTICLE III
General Provisions

3.1 Successors and Assignability. This Award Agreement shall be binding upon, and inure to the benefit of the Manager, the Company and any of their successors or their assigns, and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Manager or the Company's assets and business. Unless otherwise provided by the Committee: (a) no part of this Award shall be assignable or transferable by the Participant, except by will or the laws of descent and distribution; and (b) during the Participant's life, this Award shall be payable only to Participant, or Participant's guardian or legal representative. In the event of the Participant's death, payment, to the extent permitted by this Award Agreement and the Plan, shall be made to the Participant's estate.

3.2 Rights as a Member. Until Common Units have been validly issued (as fully paid Common Units representing membership interests in the Company) in settlement of vested Phantom Units to the Participant or any other person, neither Participant nor such other person shall be entitled to any privileges of Common Unit ownership, (including, without limitation, any voting rights or any right to distributions paid with respect to the Common Units underlying the Phantom Units), or otherwise have any rights as a member of the Company, by reason of the Award.

3.3 No Right to Continued Employment. Nothing in this Award Agreement or in the Plan shall be construed as giving the Participant the right to be retained in the employ or service of the Company or any Affiliate thereof or establish standards regarding the termination from employment of the Participant. Furthermore, the Company or any Affiliate may at any time dismiss the Participant from employment or consulting free from any liability or any claim under the Plan or this Award Agreement, unless otherwise expressly provided in the Plan, this Award Agreement or any other written agreement between the Participant and the Company or an Affiliate thereof.

3.4 Amendment. This Award Agreement shall not be amended or modified except by an instrument in writing executed by both parties hereto.

3.5 Captions. The captions at the beginning of each of the numbered Sections and Articles herein are for reference purposes only and will have no legal force or effect. Such captions will not be considered a part of this Award Agreement for purposes of interpreting, construing or applying this Award Agreement and will not define, limit, extend, explain or describe the scope or extent of this Award Agreement or any of its terms and conditions.

3.6 Governing Law. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS INSTRUMENT SHALL BE GOVERNED EXCLUSIVELY BY, AND DETERMINED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF), EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL LAW, WHICH SHALL GOVERN.

3.7 Notices. Communications shall be addressed and directed to the parties, as follows, or to such other address or recipient for a party as may be hereafter notified by such party hereunder:

(a) if to the Company: SunocoCorp LLC
8111 Westchester Drive, Suite 600
Dallas, Texas 75225
Attn: Group SVP - Human Resources & Administration

Notices to the Company shall be deemed to have been duly given or made upon actual receipt by the Company.

(b) if to the Participant: to the address for Participant as it appears on the Company's records.

3.8 Severability. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.

3.9 Amendments, Suspension and Termination. Solely to the extent permitted by the Plan, this Award Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee. Except as provided in the preceding sentence, this Award Agreement cannot be modified, altered or amended, except by an agreement, in writing, signed by both the Company and the Participant.

3.10 Code Section 409A. In respect of Participants that are U.S. Taxpayers:

(a) General. This Award Agreement is intended to comply with the provisions of Section 409A of the Code ("*Section 409A*") and this Award Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Award Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

(b) Delayed Payment Rule. If and to the extent any portion of any payment provided to the Participant under this Award Agreement in connection with the Participant's "separation from service" (as defined in Section 409A) is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a "specified employee" (as defined in Section 409A(a)(2)(B)(i)), as determined by the Company in accordance with the procedures separately adopted by the Company for this purpose, by which determination the Participant, as a condition to accepting benefits under this Award Agreement and the Plan, agrees to be bound, such portion of the Phantom Units and, if applicable DERs, to be delivered on a vesting date shall not be delivered before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) the tenth (10th) day after the date of the Participant's death (as applicable, the "*New Payment Date*"). Any amount that is otherwise payable within the six (6) month period described in the preceding sentence, will

be aggregated and paid in a lump sum without interest. In addition, if a distribution is paid by the Company with respect to its Common Units during the six month period between the Participant's separation from service and the New Payment Date, the Company shall calculate the distribution amount that the Participant would have received with respect to each Phantom Unit that is not settled through delivery of a Common Unit pursuant to this Section 3(b) during the six (6) month delay period and shall pay such amount, without interest, to the Participant on the New Payment Date.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Phantom Units under this Award Agreement shall be treated as a separate payment of compensation. Neither the Company nor the Participant shall have the right to accelerate or defer the delivery of any such Phantom Units except to the extent specifically permitted or required by Section 409A.

(d) No Representation. The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments under this Award Agreement are determined to constitute deferred compensation subject to Section 409A but not to satisfy the conditions of that section.

3.11 Compliance with Applicable Law. Notwithstanding any provision of this Award Agreement to the contrary, the issuance of Common Units hereunder will be subject to compliance with all applicable requirements of applicable law with respect to such securities and with the requirements of any stock exchange or market system upon which the Common Units may then be listed. No Common Units will be issued hereunder if such issuance would constitute a violation of any applicable law or regulation or the requirements of any stock exchange or market system upon which the Common Units may then be listed. In addition, Common Units will not be issued hereunder unless (a) a registration statement under the Securities Act of 1933, as amended from time to time, is in effect at the time of such issuance with respect to the Common Units to be issued or (b) in the opinion of legal counsel to the Company, the Common Units to be issued are permitted to be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act of 1933, as amended from time to time. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any Common Units hereunder will relieve the Company of any liability in respect of the failure to issue such Common Units as to which such requisite authority has not been obtained. As a condition to any issuance of Common Units hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company.

3.12 Clawback. To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Committee, this Award and amounts paid or payable pursuant to or with respect to this Award shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Manager or the Company, which clawback policies or procedures may provide for forfeiture, repurchase and/or recoupment of this Award and amounts paid or payable pursuant to or with respect to this Award. Notwithstanding any provision of the Plan or this Award Agreement to the contrary, the Manager and the Company

reserve the right, without the consent of any Participant or beneficiary of any Award, to adopt any such clawback policies and procedures, including such policies and procedures applicable to the Plan or this Award Agreement with retroactive effect.

3.13 Entire Agreement. This Award Agreement constitutes the entire understanding and supersedes any and all other agreements, oral or written, between the parties hereto, in respect of the subject matter of this Award Agreement and embodies the entire understanding of the parties with respect to the subject matter hereof.

BY ACCEPTING THIS AWARD ONLINE YOU AGREE TO THE TERMS OF THE AWARD AGREEMENT AS SPECIFIED HEREIN.

Risk Factors

Provided below are certain risks that should be reviewed when considering holding or making an investment in securities of SunocoCorp LLC (“SunocoCorp”). The risk factors set forth below are not all the risks that SunocoCorp faces, and there are other factors that SunocoCorp faces in the ordinary course of its business that are currently considered immaterial or that are currently unknown to SunocoCorp may impact its business, future operations or financial condition.

In addition to the risks described below, holders of SunocoCorp securities should also review and consider the risk factors relating to Sunoco LP (“Sunoco”) disclosed in the section entitled “*Item 1A. Risk Factors*” of Sunoco’s Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (the “SEC”), and in Sunoco’s quarterly and current reports filed with the SEC.

There may be a limited trading market for SunocoCorp’s securities. SunocoCorp became a publicly traded company in connection with the completion of the acquisition of Parkland Corporation (“Parkland”) by Sunoco by way of a court-approved plan of arrangement under Section 193 of the *Business Corporations Act* (Alberta) (the “Arrangement”), and the common units representing limited liability company interests in SunocoCorp (the “SunocoCorp Common Units”) that were issued to Parkland shareholders in connection therewith are expected to start trading on the New York Stock Exchange on November 6, 2025.

Prior to the completion of the Arrangement, there has been no public market for the SunocoCorp Common Units, and there can be no assurance that an active market for the SunocoCorp Common Units will develop, or that if it develops, the market will be sustained or provide adequate liquidity for SunocoCorp unitholders.

SunocoCorp’s sole material asset is limited partnership interests in, and control of, Sunoco and, accordingly, SunocoCorp will be dependent upon distributions or other payments from Sunoco in order to pay taxes and other expenses, satisfy its liabilities and make distributions to SunocoCorp unitholders.

SunocoCorp has no material assets other than (i) its ownership of limited partnership interests in Sunoco (the “Sunoco Class D Units”) that are economically equivalent to Sunoco’s publicly-traded common units (the “Sunoco Common Units”), and (ii) the right to elect, appoint and remove the directors of Sunoco’s general partner (the “Sunoco GP”) pursuant to a Delegation Agreement, dated as of October 27, 2025 (the “Delegation Agreement”), entered into with Energy Transfer LP (“Energy Transfer”) and the Sunoco GP.

As a result, although SunocoCorp has entered into an Omnibus Agreement with Sunoco, dated as of October 31, 2025, (the “Omnibus Agreement”) pursuant to which Sunoco is obligated, in accordance with the terms and conditions thereof, to reimburse SunocoCorp for, or pay on SunocoCorp’s behalf, certain direct and indirect costs and expenses (other than income taxes) incurred by SunocoCorp, SunocoCorp does not have independent means of generating revenue beyond the distributions it receives from Sunoco on the Sunoco Class D Units. Consequently, SunocoCorp’s ability to make payments in respect of its contractual obligations, to cover its expenses, to pay any taxes (including U.S. federal and state income taxes on its allocable share of Sunoco’s taxable income or gain) and to satisfy any other liabilities, among other things, will be dependent on the amount and timing of any distributions received from Sunoco as well as certain reimbursement and indemnification rights of SunocoCorp under the Omnibus Agreement.

There can be no assurance that Sunoco and its subsidiaries will generate sufficient cash flow to make distributions to SunocoCorp or to satisfy Sunoco’s obligation to reimburse certain of SunocoCorp’s expenses, or that applicable state law and contractual restrictions, including negative covenants in any applicable debt instruments, will permit such distributions and payments. Subsidiaries of Sunoco are currently subject to debt instruments or other agreements that may restrict distributions from Sunoco’s subsidiaries and consequently Sunoco’s ability to make distributions to SunocoCorp. To the extent that Sunoco is restricted from making distributions or from making any required expense reimbursement or indemnification payments to SunocoCorp under applicable law or regulation or under the terms of any financing or other contractual arrangements, or is otherwise unable to satisfy its obligations to SunocoCorp or to make distributions in an amount or at the time it has done so historically, it could materially adversely affect SunocoCorp’s liquidity and financial condition. If, as a result, SunocoCorp is unable to pay its taxes or satisfy its other liabilities, SunocoCorp may default on contractual obligations or have to borrow funds. In the event that SunocoCorp is required to borrow funds, it could adversely affect SunocoCorp’s liquidity and subject SunocoCorp to certain restrictions imposed by lenders.

SunocoCorp's limited liability company agreement does not require it to distribute cash to SunocoCorp unitholders.

Under SunocoCorp's limited liability company agreement (the "SunocoCorp LLCA"), it is the policy of SunocoCorp to pay regular quarterly cash distributions of substantially all of SunocoCorp's cash available for distribution to SunocoCorp's unitholders. However, SunocoCorp's managing member (the "SunocoCorp Manager") may change such policy at any time, and generally has discretion to determine the amount and timing of any such distributions. This includes broad discretion to establish and maintain reserves in amounts that the SunocoCorp Manager determines to be appropriate and to determine the cash available for distribution to SunocoCorp members. Because of this discretion, as well as the fact that SunocoCorp will be dependent on distributions from Sunoco for cash available for distribution and may be subject to U.S. federal and state income taxes on any such distributions, SunocoCorp may be unable to maintain per-unit distributions at the level historically paid by Sunoco to its unitholders or to otherwise maintain or increase its per-unit distribution levels. As a result of this cash distribution policy, SunocoCorp also may be unable to fund any acquisitions or capital investments that the SunocoCorp Manager may otherwise determine to be in the best interests of SunocoCorp and that would allow SunocoCorp's business to expand or grow its operations beyond holding Sunoco Class D Units.

Energy Transfer owns and controls the SunocoCorp Manager, which has sole responsibility for conducting SunocoCorp's business and managing SunocoCorp's operations. The SunocoCorp Manager and its affiliates, including Energy Transfer, may have conflicts of interest with SunocoCorp and have limited contractual duties and so they may favor their own interests to the detriment of SunocoCorp and its unitholders.

Energy Transfer owns and controls SunocoCorp Management LLC, the SunocoCorp Manager, and therefore appoints all of the directors of the SunocoCorp Manager. Although the SunocoCorp Manager has a contractual obligation to manage SunocoCorp in a manner it believes is not adverse to the interests of SunocoCorp, the executive officers and directors of the SunocoCorp Manager also have a contractual duty to manage the SunocoCorp Manager in a manner beneficial to Energy Transfer. Therefore, conflicts of interest may arise between Energy Transfer and its affiliates, including the SunocoCorp Manager, on the one hand, and SunocoCorp and its unitholders, on the other hand. In resolving these conflicts of interest, the SunocoCorp Manager may favor its own interests and the interests of its affiliates over the interests of SunocoCorp unitholders. Energy Transfer also owns the Sunoco GP and, through SunocoCorp, will appoint all of the directors of the board of directors of the Sunoco GP. Similar conflicts may also arise with respect to Sunoco, which could also adversely affect SunocoCorp unitholders if Energy Transfer and its affiliates, including the Sunoco GP, favor their own interests to the detriment of Sunoco, including SunocoCorp as a holder of limited partnership interests in Sunoco.

These conflicts include the following situations, among others:

- The SunocoCorp Manager's affiliates, including Energy Transfer and its affiliates, are not prohibited from engaging in other business or activities, including those in direct competition with SunocoCorp and Sunoco.
- Neither the SunocoCorp LLC A nor any other agreement requires Energy Transfer to pursue a business strategy that favors SunocoCorp. The affiliates of the SunocoCorp Manager have contractual duties to make decisions in their own best interests and in the best interest of their owners, which may be contrary to SunocoCorp's interests.
- Certain officers and directors of the SunocoCorp Manager are expected to be officers or directors of affiliates of the SunocoCorp Manager, and as such will also devote significant time to the business of these entities and will be compensated accordingly.
- Affiliates of the SunocoCorp Manager, including Energy Transfer, are not limited in their ability to compete with SunocoCorp or Sunoco, and may offer business opportunities or sell assets to parties other than SunocoCorp or Sunoco.
- The SunocoCorp LLC A provides that the SunocoCorp Manager may, but is not required to, in connection with its resolution of a conflict of interest, seek "special approval" of such resolution by appointing a conflicts committee of the board of directors of the SunocoCorp Manager, composed of one or more independent directors, to consider such conflicts of interest and to either, itself, take action or recommend action to the board of directors of SunocoCorp Manager and any resolution of the conflict of interest by the conflicts committee shall be conclusively deemed to be approved by SunocoCorp unitholders.
- Except in limited circumstances, the SunocoCorp Manager has the power and authority to conduct SunocoCorp's business without the approval of SunocoCorp unitholders.
- The SunocoCorp Manager determines any transactions to be undertaken by SunocoCorp, including the amount and timing of any asset purchases and sales, borrowings or repayment of indebtedness and issuances of additional limited liability company interests in SunocoCorp as well as the level of reserves and amount and timing of any capital expenditures that may be undertaken by SunocoCorp, each of which can affect the amount of cash that is distributed to the SunocoCorp unitholders.
- The SunocoCorp Manager may cause SunocoCorp to borrow funds in order to permit the payment of cash distributions.
- The SunocoCorp Manager determines which costs incurred by it and its affiliates are reimbursable by SunocoCorp.

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- The SunocoCorp LLCA does not restrict the SunocoCorp Manager from causing SunocoCorp to pay it or its affiliates for any services rendered to SunocoCorp or entering into additional contractual arrangements with its affiliates on SunocoCorp's behalf. There is no limitation on the amounts the SunocoCorp Manager can cause SunocoCorp to pay it or its affiliates.
 - The SunocoCorp Manager has limited its liability regarding its contractual and other obligations to SunocoCorp.
 - The SunocoCorp Manager may exercise its right to call and purchase SunocoCorp common units held by unaffiliated persons if the SunocoCorp Manager and its affiliates own more than 80% of the SunocoCorp common units.
 - The SunocoCorp Manager controls the enforcement of obligations owed to SunocoCorp by the SunocoCorp Manager and its affiliates. In addition, the SunocoCorp Manager decides whether to retain separate counsel or others to perform services for SunocoCorp.

SunocoCorp cannot predict the impact the indirect control by Energy Transfer may have on the trading price for SunocoCorp Common Units.

SunocoCorp cannot predict whether Energy Transfer's ownership and control of the SunocoCorp Manager will result in a lower trading price or greater fluctuations in the trading price of the SunocoCorp Common Units, or will result in adverse publicity or other adverse consequences.

Cost reimbursements due to the SunocoCorp Manager and its affiliates for services provided to SunocoCorp or on SunocoCorp's behalf will reduce cash available for distribution to the SunocoCorp unitholders. The amount and timing of such reimbursements will be determined by the SunocoCorp Manager.

SunocoCorp will reimburse the SunocoCorp Manager for all expenses that the SunocoCorp Manager and its affiliates incur and payments they make on SunocoCorp's behalf pursuant to the SunocoCorp LLCA. The SunocoCorp LLCA does not limit the amount of expenses for which the SunocoCorp Manager may be reimbursed. The SunocoCorp LLCA provides that the SunocoCorp Manager determines the expenses that are allocable to SunocoCorp. Reimbursement of these expenses and payment of fees to the SunocoCorp Manager will, directly or indirectly, reduce the amount of cash available to pay distributions to SunocoCorp unitholders, either by reducing SunocoCorp's cash available for distribution or, where SunocoCorp is itself entitled to reimbursement of some or all of such payments from Sunoco under the Omnibus Agreement, by reducing Sunoco's cash available to make distributions to Sunoco unitholders, including on the Sunoco Class D Units owned by SunocoCorp.

The SunocoCorp Manager may, in its sole discretion, approve the issuance of SunocoCorp securities and specify the terms of such SunocoCorp securities.

Pursuant to the SunocoCorp LLCA, the SunocoCorp Manager has the ability, in its sole discretion and without the approval of SunocoCorp unitholders, to approve the issuance of securities by SunocoCorp at any time and to specify the terms and conditions of such securities. The securities authorized to be issued may be issued in one or more classes or series, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of SunocoCorp securities), as are determined by the SunocoCorp Manager, including:

- the right to share in SunocoCorp's profits and losses;
- the right to share in SunocoCorp's distributions;
- rights upon dissolution and liquidation of SunocoCorp;
- whether, and the terms upon which, SunocoCorp may redeem the securities;
- whether the securities will be issued, evidenced by certificates and assigned or transferred; and
- the right, if any, of the security to vote on matters relating to SunocoCorp, including matters relating to the relative rights, preferences and privileges of such security or on which holders of SunocoCorp Common Units do not have the right to vote.

The SunocoCorp LLCA limits the liability and duties of the SunocoCorp Manager and restricts the remedies available to SunocoCorp and SunocoCorp unitholders for actions taken by the SunocoCorp Manager that might otherwise constitute breaches of fiduciary duty if SunocoCorp were a Delaware corporation.

The SunocoCorp LLCA limits the liability and duties of the SunocoCorp Manager, while also restricting the remedies available to SunocoCorp unitholders for actions that, without these limitations, might constitute breaches of fiduciary duty under Delaware law. Delaware limited liability company law permits such contractual reductions or elimination of fiduciary duties. By acquiring SunocoCorp Common Units, including pursuant to the Arrangement, SunocoCorp unitholders consent to be bound by the SunocoCorp LLCA, and pursuant to the SunocoCorp LLCA, each holder of SunocoCorp Common Units consents to various actions and conflicts of interest contemplated in the SunocoCorp LLCA that might otherwise constitute a breach of fiduciary or other duties under Delaware law. For example:

- The SunocoCorp LLCA permits the SunocoCorp Manager to make a number of decisions in its individual capacity, as opposed to its capacity as the managing member of SunocoCorp. This entitles the SunocoCorp Manager to consider only the interests and factors that it desires, with no duty or obligation to give consideration to the interests of, or factors affecting, SunocoCorp or its unitholders. Decisions made by the SunocoCorp Manager in its individual capacity (as opposed to in its capacity as managing member) are made by Energy Transfer, as the owner of the SunocoCorp Manager, and not by the board of directors of the SunocoCorp Manager. Examples of such decisions include:
 - decisions to appoint or remove directors from the board of the Sunoco GP;
 - whether to exercise limited call rights;
 - how to exercise voting rights with respect to any units it owns; and
 - whether to consent to any merger or consolidation of SunocoCorp, or amendment to the SunocoCorp LLCA.
- The SunocoCorp LLCA provides that the SunocoCorp Manager does not have any liability to SunocoCorp or the SunocoCorp unitholders for decisions made in its capacity as managing member of SunocoCorp so long as it acted in good faith as defined in the SunocoCorp LLCA, meaning it believed that the decisions were not adverse to the interests of SunocoCorp.
- The SunocoCorp LLCA provides that the SunocoCorp Manager and the officers and directors of the SunocoCorp Manager will not be liable for monetary damages to SunocoCorp for any acts or omissions unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that the SunocoCorp Manager or those persons acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that such person's conduct was criminal.
- The SunocoCorp LLCA provides that the SunocoCorp Manager will not be in breach of its obligations under the SunocoCorp LLCA or its duties to the members of SunocoCorp with respect to any transaction involving an affiliate if the transaction with an affiliate or the resolution of a conflict of interest is:
 - approved by the conflicts committee of the board of directors of the SunocoCorp Manager, although the SunocoCorp Manager is not obligated to seek such approval; or
 - approved by the vote of a majority of the outstanding SunocoCorp Common Units, excluding any SunocoCorp Common Units owned by the SunocoCorp Manager and its affiliates, or if the board of directors of the SunocoCorp Manager acted in good faith in taking any action or failing to act.

If an affiliate transaction or the resolution of a conflict of interest is not approved by SunocoCorp unitholders or the conflicts committee, then it will be presumed that, in making its decision, taking any action or failing to act, the board of directors of the SunocoCorp Manager acted in good faith, and in any proceeding brought by or on behalf of SunocoCorp or any member, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption.

SunocoCorp unitholders have limited voting rights with respect to SunocoCorp and are not entitled to vote, and generally have no control over how the SunocoCorp Manager votes, the Sunoco Class D Units held by SunocoCorp.

Unlike the holders of common stock in a corporation, holders of SunocoCorp Common Units have no voting rights other than on the limited matters specified in the SunocoCorp LLCA and, therefore, limited ability to influence management's decisions regarding SunocoCorp's business, including, subject to certain limited exceptions relating to the removal of the Sunoco GP, no ability to control or influence how the SunocoCorp Manager votes the Sunoco Class D Units held by SunocoCorp.

Holders of SunocoCorp Common Units are not entitled to elect the SunocoCorp Manager or its directors. Even if holders of SunocoCorp Common Units are dissatisfied, they will not be able to remove the SunocoCorp Manager.

Holders of SunocoCorp Common Units have no right on an annual or ongoing basis to elect the SunocoCorp Manager or its board of directors. The board of directors of the SunocoCorp Manager, including the independent directors, are chosen entirely by Energy Transfer due to its ownership of the SunocoCorp Manager, and not by holders of SunocoCorp's Units. Unlike a publicly traded corporation, SunocoCorp will not conduct annual meetings of its unitholders to elect directors or conduct other matters routinely conducted at annual meetings of stockholders of corporations. The SunocoCorp LLCA also contains provisions limiting the ability of SunocoCorp unitholders to call meetings or to acquire information about SunocoCorp's operations, as well as other provisions limiting the SunocoCorp unitholders' ability to influence the manner or direction of management.

If SunocoCorp unitholders are dissatisfied with the performance of the SunocoCorp Manager, they will not have the ability to remove the SunocoCorp Manager as the manager of SunocoCorp.

The SunocoCorp Manager may transfer its managing member interest to a third party without the consent of holders of SunocoCorp Common Units.

The SunocoCorp Manager may transfer its managing member interest to a third party without the consent of SunocoCorp unitholders so long as certain conditions are satisfied. Furthermore, the SunocoCorp LLCA does not restrict the ability of Energy Transfer to transfer all or a portion of its interest in the SunocoCorp Manager to a third party. Any new owner of the SunocoCorp Manager or the managing member interest would then be in a position to control the management and operation of the business and affairs of SunocoCorp, including, as applicable to elect or replace the board of directors and executive officers of the managing member without the consent of SunocoCorp unitholders, and thereby may exert significant control over SunocoCorp and may change SunocoCorp's business strategy.

The SunocoCorp Manager has a limited call right that may require SunocoCorp unitholders to sell their SunocoCorp Common Units at an undesirable time or price.

If, at any time, the SunocoCorp Manager and its affiliates own more than 80% of the outstanding non-managing membership interests of SunocoCorp, the SunocoCorp Manager will have the right, which it may assign to any of its affiliates or to SunocoCorp, but not the obligation, to acquire all, but not less than all, of the outstanding non-managing membership interests of SunocoCorp held by unaffiliated persons at a price equal to the greater of (1) the average of the daily closing price per non-managing membership interest over the 20 trading days preceding the date three days before notice of exercise of the call right is first mailed and (2) the highest per-unit price paid by the SunocoCorp Manager or any of its affiliates for any such non-managing membership interests during the 90-day period preceding the date such notice is first mailed. As a result, SunocoCorp unitholders may be required to sell their SunocoCorp Common Units at an undesirable time or price and may not receive any return or a negative return on their investment. SunocoCorp unitholders may also incur a tax liability upon a sale of their membership interests. The SunocoCorp Manager is not obligated to obtain a fairness opinion regarding the value of the non-managing membership interests to be repurchased by it upon exercise of the limited call right. There are no restrictions in the SunocoCorp LLCA on the ability of the SunocoCorp Manager to issue additional common units and exercising its call right.

SunocoCorp may be subject to a 1% U.S. federal excise tax in connection with redemptions of SunocoCorp Common Units.

Under the SunocoCorp LLCA, SunocoCorp is entitled, in certain circumstances, to redeem the membership interests of certain SunocoCorp members and SunocoCorp may from time to time create classes of membership interests that by their terms carry certain redemption rights. On August 16, 2022, the Inflation Reduction Act of 2022 (the “IR Act”) was signed into law. The IR Act provides for, among other things, a 1% U.S. federal excise tax on certain repurchases (including redemptions) of stock by publicly traded U.S. corporations after December 31, 2022. The excise tax is imposed on the repurchasing corporation itself, not its stockholders from whom the shares are repurchased (although it may reduce the amount of cash distributable in a current or subsequent redemption). The amount of the excise tax is 1% of the fair market value of any shares repurchased by the repurchasing corporation during a taxable year, which may be potentially netted by the fair market value of certain new stock issuances by the repurchasing corporation during the same taxable year. In addition, a number of exceptions apply to this excise tax.

On April 9, 2024, the U.S. Department of Treasury and Internal Revenue Service issued proposed regulations, which provided clarification on some aspects of the application of the excise tax. Although the proposed regulations clarify certain aspects of the excise tax, the interpretation and operation of aspects of the excise tax remain unclear and such interim operating rules are subject to change.

Any redemption or other repurchase by SunocoCorp of any membership interests in SunocoCorp may be subject to this excise tax. Because any such excise tax would be payable by SunocoCorp and not by the redeeming holder, it could reduce the cash available for distribution to SunocoCorp unitholders, including in a subsequent liquidation and may cause a reduction in the value of the SunocoCorp Common Units.

SunocoCorp may issue additional limited liability company interests without the approval of holders of SunocoCorp Common Units, which would dilute the existing ownership interests of SunocoCorp unitholders.

The SunocoCorp LLCA does not limit the number of additional membership interests that SunocoCorp may issue. Further, the SunocoCorp Manager may authorize the issuance of any number of interests, including interests that rank senior to the SunocoCorp Common Units or that have preferential rights as it relates to voting, distributions or other matters, at any time without the approval of SunocoCorp unitholders. The issuance of additional common units or other equity interests of equal or senior rank relative to the SunocoCorp Common Units will have the following effects:

- the proportionate ownership interest of the existing SunocoCorp unitholders will decrease;
- the amount of cash available for distribution on each SunocoCorp Common Unit may decrease;
- the relative voting strength of each previously outstanding SunocoCorp Common Unit may be diminished; and
- the market price of the SunocoCorp Common Units may decline.

The SunocoCorp LLCA restricts the voting rights of SunocoCorp unitholders owning 20% or more of any outstanding class of SunocoCorp units.

The SunocoCorp LLCA limits SunocoCorp unitholders’ voting rights by providing that any units held by a person or group that owns 20% or more of the outstanding units of any class, other than the SunocoCorp Manager and its affiliates, certain of their transferees and persons who acquired such units with the prior approval of the board of directors of the SunocoCorp Manager, cannot vote on any matter.

SunocoCorp unitholders may have liability to repay distributions.

Under certain circumstances, SunocoCorp unitholders may have to repay amounts wrongfully returned or distributed to them. Under Section 18-607 of the Delaware Limited Liability Company Act (the “DLLCA”), SunocoCorp may not make a distribution to SunocoCorp unitholders if the distribution would cause SunocoCorp’s liabilities to exceed the fair value of SunocoCorp’s assets. Delaware law provides that for a period of three years from the date of an impermissible distribution, members who received the distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the limited liability company for the distribution amount.

The SunocoCorp LLCA limits the forum, venue and jurisdiction of claims, suits, actions or proceedings.

The SunocoCorp LLCA is governed by Delaware law. The SunocoCorp LLCA requires that any claims, suits, actions or proceedings:

- arising out of or relating in any way to the SunocoCorp LLCA (including any claims, suits or actions to interpret, apply or enforce the provisions of the SunocoCorp LLCA or the duties, obligations or liabilities among the members of SunocoCorp or of members to SunocoCorp, or the rights or powers of, or restrictions on, members of SunocoCorp);
- brought in a derivative manner on SunocoCorp's behalf;
- asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of SunocoCorp or the SunocoCorp Manager, or owed by the SunocoCorp Manager to SunocoCorp or the SunocoCorp unitholders;
- asserting a claim arising pursuant to any provision of the DLLCA; or
- asserting a claim governed by the internal affairs doctrine,

be exclusively brought in the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction). By acquiring a SunocoCorp Common Unit, including pursuant to the Arrangement, a member of SunocoCorp is irrevocably consenting to these limitations and provisions regarding claims, suits, actions or proceedings and submitting to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claims, suits, actions or proceedings and waives any rights to a jury trial with respect to such proceedings.

These provisions may have the effect of discouraging lawsuits against the directors, officers, employees and agents of SunocoCorp and/or the SunocoCorp Manager. Members of SunocoCorp will not be deemed, by operation of the forum selection provision alone, to have waived claims arising under the federal securities laws and the rules and regulations thereunder.

The forum selection provision is intended to apply to the fullest extent permitted by applicable law to the above-specified types of actions and proceedings, including, to the extent permitted by the federal securities laws, to lawsuits asserting both the above-specified claims and federal securities claims. However, application of the forum selection provision may in some instances be limited by applicable law. Section 27 of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act") provides: "The district courts of the United States ... shall have exclusive jurisdiction of violations of the Exchange Act or the rules and regulations thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created by the Exchange Act or the rules and regulations thereunder." As a result, the forum selection provision will not apply to actions arising under the Exchange Act or the rules and regulations thereunder. However, Section 22 of the United States Securities Act of 1933, as amended (the "Securities Act") provides for concurrent federal and state court jurisdiction over actions under the Securities Act and the rules and regulations thereunder, subject to a limited exception for certain "covered class actions" as defined in Section 16 of the Securities Act and interpreted by the courts. Accordingly, it is anticipated that the forum selection provision would apply to actions arising under the Securities Act or the rules and regulations thereunder, except to the extent a particular action fell within the exception for covered class actions.

As a “controlled company”, SunocoCorp is not required to comply with certain NYSE corporate governance requirements.

Because Energy Transfer has the ability to elect all of the members of the board of directors of the SunocoCorp Manager, SunocoCorp is considered a “controlled company” for the purposes of the NYSE’s listing rules and corporate governance standards. Under these rules, a “controlled company” may elect not to comply with certain corporate governance requirements, including:

- the requirement to have a majority of directors on the SunocoCorp Manager’s board of directors consist of “independent directors” as defined under the rules of the NYSE;
- the requirement to establish a compensation committee that is composed entirely of directors who meet NYSE independence standards for compensation committee members or to adopt a written charter addressing the committee’s purpose and responsibilities;
- the requirement that director nominations be made or recommended by independent directors or a nominating committee consisting entirely of independent directors, or to adopt a written charter or board resolution addressing the nominations process; or
- the requirement for annual performance evaluation of the nominating and corporate governance and compensation committee.

SunocoCorp may rely on some or all of these exemptions for so long as it remains a “controlled company”. As a result, the members of the board of directors of the SunocoCorp Manager and any committees thereof may have some or all directors who do not meet the NYSE’s independence standards. The independence standards are intended to ensure that directors who meet those standards are free of any conflicting interest that could influence their actions as directors. Accordingly, holders of SunocoCorp Common Units may not have the same protections afforded to stockholders of companies that are subject to all of the NYSE’s corporate governance requirements.

Because the SunocoCorp Common Units are non-voting, SunocoCorp and its members are exempt from certain provisions of U.S. securities laws. This may limit the information available to holders of SunocoCorp Common Units or their ability to vote on certain matters.

Because the SunocoCorp Common Units are non-voting, significant holders of the SunocoCorp Common Units are exempt from the obligation to file reports under Sections 13(d), 13(g), and 16 of the Exchange Act. These provisions generally require significant unitholders to report their beneficial and economic ownership. The directors and officers of the SunocoCorp Manager and SunocoCorp, as applicable, are required to file reports under Section 16 of the Exchange Act. However, SunocoCorp’s significant unitholders, other than directors and officers, are exempt from the “short-swing” profit recovery provisions of Section 16 of the Exchange Act and related rules with respect to their purchases and sales of SunocoCorp securities.

Since the SunocoCorp Common Units are the only class of SunocoCorp equity registered under Section 12 of the Exchange Act and that class is non-voting, SunocoCorp also is not subject to the proxy rules under Section 14 of the Exchange Act, unless a vote of the SunocoCorp Common Units is required by the SunocoCorp LLCA or applicable law. The SunocoCorp Common Units are “non-voting” under the NYSE listing standards and corporate governance standards. Accordingly, holders of SunocoCorp Common Units may not have the same protections afforded to stockholders of companies that are subject to all of the NYSE’s corporate governance requirements.

If SunocoCorp ceases to control Sunoco, it may become an investment company under the Investment Company Act of 1940.

If SunocoCorp ceases to indirectly manage and control Sunoco and is determined to be an investment company under the Investment Company Act of 1940, as amended (the “1940 Act”), it would either have to register as an investment company under the 1940 Act, obtain exemptive relief from the SEC or modify its organizational structure or its contractual rights to fall outside the definition of an investment company. SunocoCorp’s control of the Sunoco GP and Sunoco is pursuant to the Delegation Agreement, pursuant to which SunocoCorp has the power and authority to elect, appoint and remove the members of the board of directors of the Sunoco GP pursuant to the Delegation Agreement. The rights delegated to SunocoCorp will terminate upon certain bankruptcy or insolvency events of SunocoCorp, or upon written notice at the election of Energy Transfer, if Energy Transfer has a good faith belief that any such events is substantially likely to occur in the near future or SunocoCorp has become unable to or generally failed to pay its debts as they become due or has become insolvent (or has admitted in writing or publicly declared its intention with respect to the foregoing). If, at any time, SunocoCorp were to be required to register as an “investment company” under the 1940 Act, it could result in significant registration and compliance costs, could require changes to or impose limitations on SunocoCorp’s capital structure and SunocoCorp’s ability to transact with affiliates, could make it impractical for SunocoCorp to continue its business as contemplated and could have a material adverse effect on SunocoCorp’s business.

The SunocoCorp Common Units to be received by Parkland shareholders as a result of the Arrangement will have different rights from the Sunoco Common Units.

Although SunocoCorp will have no material assets other than its ownership of Sunoco Class D Units (which will be economically equivalent to the Sunoco Common Units), the rights of holders of SunocoCorp Common Units following the Arrangement will be different than the rights of holders of Sunoco Common Units.

SunocoCorp is a Delaware limited liability company, and the rights of holders of SunocoCorp Common Units following the Arrangement will be governed by the SunocoCorp LLCA and the DLLCA, while Sunoco is a Delaware master limited partnership and the rights of holders of Sunoco Units are governed by Sunoco's limited partnership agreement (the "Sunoco Partnership Agreement"), and the Delaware Revised Uniform Limited Partnership Act. SunocoCorp and Sunoco will be separate and distinct publicly traded entities, and holders of SunocoCorp Common Units will have no rights under Sunoco's organizational documents and will not be unit holders of Sunoco.

Following the completion of the Arrangement, the rights of holders of SunocoCorp Common Units will differ from the rights of holders of Sunoco Units in certain material respects, including that:

- the Sunoco Common Units represent interests in a limited partnership that is treated as a partnership and is not subject to entity-level tax for U.S. federal income tax purposes, while the SunocoCorp Common Units will represent interests in a limited liability company that will be treated as a corporation and will be taxed at the SunocoCorp entity-level for U.S. federal income tax purposes;
- the SunocoCorp Common Units will not be subject to certain transfer restrictions or eligible holder requirements that apply to holders of Sunoco Common Units under the Sunoco Partnership Agreement and arise from Sunoco's status as a partnership for U.S. federal income tax purposes;
- Sunoco is required under the Sunoco Partnership Agreement to distribute all of its available cash to its unitholders each fiscal quarter, while SunocoCorp will only have a policy of paying quarterly cash distributions of substantially all of SunocoCorp's cash that is available for distribution and the SunocoCorp Manager will generally have discretion to change such dividend policy and to determine the amount and timing of any distributions to holders of SunocoCorp Common Units (subject to the requirement under the Arrangement that, for two years following the date upon which the Arrangement becomes effective (the "Effective Date")), SunocoCorp declare and pay cash distributions on the SunocoCorp Common Units each time, and in the same amount, as the cash distribution paid to holders of Sunoco Units); and
- Following the time at which the Arrangement becomes effective on the Effective Date, the Sunoco GP may be removed as the general partner of Sunoco if approved by (i) holders of at least 66 $\frac{2}{3}$ % of the outstanding Sunoco Common Units (excluding the Sunoco Class D Units) and (ii) 66 $\frac{2}{3}$ % of the outstanding Sunoco Class D Units, while the holders of SunocoCorp Common Units will not have the ability to remove the SunocoCorp Manager as the manager of SunocoCorp.

The amount of any dividends or distributions to be paid by SunocoCorp following the Arrangement will not be guaranteed.

For a period of two years after the Effective Date, SunocoCorp will declare and pay on each SunocoCorp Common Unit a dividend or distribution in an amount equal to 100% of the distributions paid by Sunoco on each Sunoco Common Unit each time that Sunoco declares and pays a distribution on Sunoco Common Units. Pursuant to the previously announced Arrangement Agreement, dated as of May 4, 2025, by and among SunocoCorp, Sunoco, Parkland and 2709716 Alberta ULC, an Alberta unlimited liability corporation, Sunoco has agreed to ensure that, during such two-year period, SunocoCorp has sufficient cash available as is necessary for SunocoCorp to pay such distributions, as well as ensure that SunocoCorp at all applicable times has sufficient cash or financial capacity necessary to pay when due, all expenses, obligations and liabilities of SunocoCorp (other than income taxes) arising in the ordinary course incurred in or attributable to the period starting on the Effective Date and ending on the earlier of the end date of such two-year period and a customarily defined trigger event.

Following the completion of the Arrangement, SunocoCorp will have no material assets other than its ownership of Sunoco Class D Units and the right to elect, appoint or remove the directors of Sunoco's general partner pursuant to the Delegation Agreement. As a result, while Sunoco will be obligated, in accordance with the terms and conditions of the Omnibus Agreement, to reimburse SunocoCorp for, or pay on SunocoCorp's behalf, certain direct and indirect costs and expenses (other than income taxes) incurred by SunocoCorp, SunocoCorp will not have independent means of generating revenue beyond the distributions it receives from Sunoco on the Sunoco Class D Units. As a result, the amount of future dividends or distributions paid by SunocoCorp and the declaration and payment thereof will be based in part upon Sunoco's financial position, results of operations, cash flow, capital requirements and restrictions under its debt instruments, as well as broader market and economic conditions, among other factors, as such factors will impact the amount of dividends/distributions that Sunoco will pay on the Sunoco Units and Sunoco Class D Units. In addition, SunocoCorp will be taxed as a corporation for U.S. federal and state income tax purposes and will potentially be subject to U.S. federal and state income tax on the distributions it receives from Sunoco on the Sunoco Class D Units, and the amount of any such tax liability (which is not subject to reimbursement by Sunoco), will, subject to any available tax attributes of SunocoCorp that may reduce its tax liability, reduce the cash available to SunocoCorp to pay dividends or distributions on the SunocoCorp Common Units. For these reasons, as well as others, (i) there can be no assurance that the SunocoCorp Manager will not decide to suspend or discontinue the payment of dividends in the future, (ii) the amount of any dividends or distributions paid by SunocoCorp on SunocoCorp Common Units may vary over time and (iii) following the expiration of the two-year dividend equivalency period, the amount of any distribution paid on the SunocoCorp Common Units may not be equal to the amount of distributions received by holders of Sunoco Common Units.

Holders of SunocoCorp Common Units will not be beneficiaries of and will have no right to enforce the terms of the Omnibus Agreement or Delegation Agreement.

Holders of SunocoCorp Common Units are not parties to and will have no rights under or ability to enforce the Omnibus Agreement or Delegation Agreement. As a result, SunocoCorp must rely on the SunocoCorp Manager to enforce any rights of SunocoCorp under such agreements, including the obligation of Sunoco to ensure, during the two-year dividend equivalency period, that SunocoCorp has sufficient cash available for distribution for SunocoCorp to pay distributions on each SunocoCorp Common Unit in an amount equal to 100% of the distributions paid by Sunoco on each Sunoco Common Unit for each fiscal quarter.



Sunoco LP and SunocoCorp LLC Announce Completion of Acquisition of Parkland Corporation and Start Date for Trading in SunocoCorp LLC Common Units; Publication of Updated Investor Presentation

DALLAS, November 3, 2025 – Sunoco LP (NYSE: SUN) (“Sunoco” or the “Partnership”), and SunocoCorp LLC (NYSE: SUNC) (“SunocoCorp”) announced today that Sunoco completed the acquisition of Parkland Corporation (“Parkland”) on October 31, 2025 (the “Transaction”).

Parkland shares are expected to be delisted from the Toronto Stock Exchange as of the close of markets on Tuesday, November 4, 2025 and, until such time, will continue to be traded on the Toronto Stock Exchange. The Common Units of SunocoCorp to be received by Parkland shareholders in connection with the Transaction will begin trading on the New York Stock Exchange on Thursday, November 6, 2025 under the ticker symbol “SUNC” following the settlement of the Parkland shares and completion of the allocation process for the SunocoCorp Common Units.

An updated investor presentation is available on Sunoco’s website at www.sunocolp.com in the Investor Relations section under Webcasts & Presentations.

About Sunoco and SunocoCorp

Sunoco LP (NYSE: SUN) is a leading energy infrastructure and fuel distribution master limited partnership operating across 32 countries and territories in North America, the Greater Caribbean, and Europe. The Partnership’s midstream operations include an extensive network of approximately 14,000 miles of pipeline and over 160 terminals. This critical infrastructure complements the Partnership’s fuel distribution operations, which distribute over 15 billion gallons annually to approximately 11,000 Sunoco and partner-branded retail locations, as well as independent dealers and commercial customers. SUN’s general partner is owned by Energy Transfer LP (NYSE: ET).

SunocoCorp (NYSE: SUNC) is a publicly traded limited liability company that owns a direct limited partner interest in Sunoco LP.

SUN and SUNC are headquartered in Dallas, Texas. More information is available at www.sunocolp.com

Forward-Looking Statements

This news release may include certain statements concerning expectations for the future that are forward-looking statements as defined by U.S. federal law, including without limitation statements regarding the anticipated benefits of the acquisition and the timing for the commencement of trading of the SunocoCorp Common Units on the New York Stock Exchange. Forward-looking statements often address future business and financial events, conditions, expectations, plans or ambitions, and often include, but are not limited to, words such as “believe,” “expect,” “may,” “will,” “should,” “could,” “would,” “anticipate,” “estimate,” “intend,” “plan,” “seek,” “see,” “target” or similar expressions, or variations or negatives of these words, but not all forward-looking statements include such words. Forward-looking statements are based upon current plans, estimates, expectations and ambitions and are subject to a variety of known and unknown risks, uncertainties, assumptions and other factors that are difficult to predict, many of which are beyond management’s control and that could cause actual results to differ materially from those expressed in such forward-looking statements, including factors associated with the timing for the completion of the de-listing process and the settlement procedures and allocation process for the SunocoCorp Common Units. These risks, as well as other risks associated with Sunoco and SunocoCorp, are discussed in Sunoco’s Annual Report on Form 10-K and any subsequently filed Quarterly Reports on Form 10-Q, and in any Current Reports on Form 8-K and other documents filed from time to time by Sunoco or SunocoCorp, as applicable, with the Securities and Exchange Commission. Neither Sunoco nor SunocoCorp undertakes any obligation to update or revise any forward-looking statement to reflect new information or events, unless required by law.

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