

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Act of 1934

December 5, 2025

Date of Report (Date of earliest event reported)

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 75225

(Address of principal executive offices, including 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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
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.

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

(e) Cash Restricted Unit Plan

On December 5, 2025, the Compensation Committee (the “Committee”) of the Board of Directors of SunocoCorp Management LLC (the “Manager”) adopted the SunocoCorp LLC Long-Term Cash Restricted Unit Plan (the “CRU Plan”) on behalf of SunocoCorp LLC (the “Company”). The CRU Plan is intended to provide cash incentive awards based on the value of the Company’s common units to certain employees and directors, although all awards will be settled in the form of cash. Each award, or unit, will be equal to the value of one Company common unit. The CRU Plan will be administered by the Committee.

Unless otherwise provided within an individual award agreement, the CRU Plan provides for the following: (1) each award shall be subject to a ratable three (3) year vesting period; (2) in the event that the individual’s employment or service relationship with the Company or an affiliate of the Company is terminated due to death or disability, the award will receive accelerated vesting and will pay out in connection with the applicable termination of employment; and (3) if the individual’s employment or service relationship is terminated for any other reason, all unvested awards will automatically be forfeited without consideration. In the event that a Change in Control (defined below) occurs, each award will receive accelerated vesting. The CRU Plan generally defines the term “Change in Control” as one or more of the following events: (a) any person or group (other than an affiliate of the Company or the Manager) becomes the beneficial owner of 50% or more of the combined voting power of the Manager’s (as that term is defined in the CRU Plan) equity interests by way of a merger, consolidation, recapitalization, reorganization or otherwise; (b) the members of the Manager approve, in one or a series of transactions, a plan of complete liquidation of the Manager; (c) 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 (d) a person other than the Manager, the sole member of the Manager or an affiliate of the Manager’s sole member becomes the managing member.

The foregoing description of the CRU Plan is not complete and is qualified in its entirety to the full text of the CRU Plan, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated into this Item 5.02 by reference. The forms of cash award agreement under the CRU Plan is filed as Exhibit 10.2 and Exhibit 10.3 to this Current Report on Form 8-K and incorporated into this Item 5.02 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

In accordance with General Instruction B.2 of Form 8-K, the information set forth in the attached Exhibit 99.1 is deemed to be “furnished” and shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act.

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	SunocoCorp LLC Long-Term Cash Restricted Unit Plan
10.2	Standard Form of Long-Term Cash Restricted Unit Award under the SunocoCorp LLC Long-Term Cash Restricted Unit Plan
10.3	Non-standard Form of Long-Term Cash Restricted Unit Award under the SunocoCorp LLC Long-Term Cash Restricted Unit Plan
104	Cover Page Interactive Data File (embedded within 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.

Date: December 10, 2025

SUNOCOCORP LLC

By: SUNOCOCORP MANAGEMENT LLC, its managing member

By: /s/ Dylan A. Bramhall

Dylan A. Bramhall

Chief Financial Officer

SUNOCOCORP LLC
LONG-TERM CASH RESTRICTED UNIT PLAN
(Effective as of October 31, 2025)

ARTICLE I Purpose of the Plan

The SunocoCorp LLC Long-term Cash Restricted Unit 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.

ARTICLE II Definitions

As used in this Plan, the following terms shall have the meanings herein specified:

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

2.2 “Award” or “Awards” means a Cash Unit Award(s) granted under the Plan.

2.3 “Award Agreement” means the written or electronic agreement delivered to a Participant by which an Award is evidenced.

2.4 “Board” has the meaning as set out in ARTICLE I.

2.5 “Canada” means the country of Canada, including all of its provinces and territories.

2.6 “Canadian Taxpayer” means a Participant who, with respect to an Award, is subject to taxation under the applicable tax laws of Canada.

2.7 “Cash Unit” means a notional unit granted under the Plan that upon vesting entitles the Participant to receive an amount of cash equal to the Fair Market Value of a Common Unit as of the vesting date.

2.8 “Cash Unit Account” means, with respect to any Participant, the total amount of the liability for payment of incentive compensation to the Participant under this Plan.

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

(a) 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;

(b) the members of the Manager approve, in one or a series of transactions, a plan of complete liquidation of the Manager; or

(c) 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

(d) a Person other than Manager, the sole member of the Manager or an Affiliate of the Manager’s sole member becomes the Managing Member.

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

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

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

2.13 “Company” has the meaning as set out in ARTICLE I.

2.14 “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

2.15 “Director” means a member of the Board.

2.16 “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 Company or an Affiliate of the Company.

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

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

2.19 “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 Common 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.

2.20 “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.

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

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

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

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

2.25 “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.

2.26 “Plan” has the meaning as set out in ARTICLE I.

2.27 “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 following the adoption of this Plan.

2.28 “Service Year” has the meaning as set out in Section 4.2 herein.

2.29 “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.

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

ARTICLE III
Purpose and Effectiveness of Plan; Administration and Eligibility

3.1 Effectiveness. This Plan shall become effective upon approval by the Board. All awards made by the Committee under this Plan shall remain in effect until such awards have been satisfied or terminated in accordance with the Plan and the terms of such awards.

3.2 Eligibility for Participation. The Committee will have the authority, in its sole discretion, and from time to time, to designate the Participants in the Plan. Any Employee or Director shall be eligible to be designated a Participant by the Committee and receive an Award under the Plan.

3.3 Administration of the Plan. 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. 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 Chief Executive Officer 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 3.4, shall be deemed to include the Chief Executive Officer and/or the Most Senior HR Executive. Notwithstanding the foregoing, the Chief Executive Officer 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 an officer or director subject to Rule 16b-3. 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 number of Cash Units to be covered by Awards; (iii) determine the terms and conditions of any Award; (iv) determine whether, to what extent, and under what circumstances Awards may be settled, exercised, canceled, or forfeited; (v) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan; (vi) 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 (vii) 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 any member of the Company, the Manager, any of their respective Affiliates, any Participant, and any beneficiary of any Award.

3.4 Termination and Amendment. Except to the extent prohibited by applicable law:

(a) Amendments to the Plan. Except as required by the rules of the principal securities exchange on which the Units are traded and subject to Section 3.4(b) below, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner or at any time without the consent of any Participant, other holder or beneficiary of an Award, or any other Person.

(b) Amendments to Awards. Subject to Section 3.4(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 3.4(c), in any Award shall materially reduce the rights or benefits of 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 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:

(1) provide for the acceleration of vesting of the Participant's Award and its termination in exchange for an amount of cash, if any, equal to the amount that would have been attained upon the vesting 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 that the Committee determines in good faith that no amount would have been attained upon the vesting of such Award or realization of the Participant's rights, then such Award may be terminated by the Committee without payment);

(2) provide that such Award be assumed by a successor or survivor entity, or a parent or subsidiary thereof, or be exchanged for similar rights or awards covering the equity of a successor or survivor, or a parent or subsidiary thereof, with appropriate adjustments as to the underlying equity interests and prices used to determine the value of the Award;

(3) make adjustments in the number of Cash Units subject to outstanding Awards, and in the number and kind of outstanding Awards or in the terms and conditions of, and the vesting and criteria included in, outstanding Awards, or both;

(4) provide that such Award shall be payable immediately, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement; and

(5) provide that the Award will not become payable after such event, i.e., shall terminate upon such event, with or without consideration being paid to the Participant.

ARTICLE IV Cash Units

4.1 Types of Awards Under the Plan. Awards under the Plan will be in the form of Cash Units, as described in this Article IV. There are no limits to the number of Cash Units that may be granted pursuant to this Plan.

4.2 Award of Cash Units. From time to time, and subject to the provisions of the Plan, the Committee may grant Cash Units to any Participant in respect of services rendered by the applicable Participant in a taxation year (the “**Service Year**”). Such grant of Cash Units shall be reflected as a credit to the Participant’s Cash Unit Account. The date Cash Units are granted shall mean the date selected by the Committee as of which the Committee allots a specific number of Cash Units to a Participant pursuant to the Plan. The Cash Units granted under the Plan shall be evidenced by written certificate (substantially in the form attached hereto as “Exhibit A”) stating the number of Cash Units evidenced thereby, or in such form and as the Committee may from time to time determine.

4.3 No Distribution Rights or Equivalents. No Participant under this Plan will be entitled to receive any payment of distributions or distribution equivalents, or interest or interest equivalents, on any Cash Units held in such Participant’s Cash Unit Account.

4.4 Vesting. Each grant of Cash Units to a Participant shall fully vest no later than the third December 5th after the Service Year.

4.5 Payment of Award.

(a) Timing. Payment in respect of Cash Units earned will be made to the holder thereof within twenty-five (25) calendar days after the applicable vesting date for such Cash Units, but only to the extent that the Committee determines that the Participant remains an Employee or Director as of such applicable vesting date. For greater certainty, and notwithstanding anything to the contrary in this Plan, in respect of Canadian Taxpayers, payments in respect of a Cash Unit shall occur no later than December 31st of the third calendar year following the Service Year in respect of which the Cash Unit is granted.

(b) Form and Amount of Payment. Payment for Cash Units earned will be made only in cash, and in an amount equal to the Fair Market Value on the vesting date of the number of vesting Cash Units held on the vesting date in such Participant’s Cash Unit Account, less applicable federal, state, local and foreign withholding taxes due.

4.6 Death or Disability

(a) In the event of the death or Disability of a Participant occurs while the Participant is still an Employee or Director and has Awards outstanding at the time of the Participant’s death or Disability, the Participant or the Participant’s beneficiary will be paid an amount in cash in full settlement of the Participant’s Cash Units outstanding (vested or unvested), less any applicable federal, state, local and foreign withholding taxes, as a result of death or the Participant’s Disability, 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. The amount payable under this Section 4.6 shall be equal to the Fair Market Value of the number of Cash Units held on the date the Participant became Disabled or died, as applicable.

(b) In the event of the death of a Participant, distribution shall be made to the surviving spouse of a deceased Participant, or, if there is no surviving spouse, the children of the Participant in equal shares (the share of any child who predeceases the Participant to go in equal shares to the issue of such deceased child), or if there is no surviving spouse, child, or issue of such children, the estate of the Participant.

4.7 Termination of Employment. Except as provided in Sections 4.6 and 4.8, as set forth in an Award Agreement, or as otherwise determined by the Committee, all unvested Cash Units of a Participant under the Plan will be immediately and fully forfeited upon the Date of Termination of the Participant's employment or service with the Company or an Affiliate of the Company, as applicable, and in such event the Participant shall not be entitled to receive any payment with respect to unvested Cash Units held in the Participant's Cash Unit Account. Vested Cash Units that have not yet been settled shall be paid in accordance with Section 4.5 above.

4.8 Change of Control. If the Committee elects to accelerate the vesting of a Participant's Cash Units upon the occurrence of a Change in Control as provided in Section 3.4(c), the Participant will be paid an amount in cash in full settlement of the Participant's Cash Units outstanding immediately before the Change in Control equal to the number of such Cash Units credited to such Participant's Cash Unit Account immediately before the Change in Control. The cash payment will be made 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 served as an Employee or Director immediately before the Change in Control. Contemporaneously with the granting of any Cash Units hereunder, the Committee may establish other conditions which must be met for payout to occur. These conditions will be set forth in the Award Agreement evidencing the grant of such Cash Units.

ARTICLE V General Provisions

5.1 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.

5.2 Tax Withholding. Unless other arrangements have been made that are acceptable to the Committee, the Company is authorized to withhold from any Award, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount of any applicable taxes payable in respect of the grant of an Award or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Committee to satisfy the withholding obligations for the payment of such taxes.

5.3 No Right to Employment or Services. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ or service of the Company or an Affiliate of the Company, continue consulting services or to remain on the Board, as applicable. Furthermore, the Company may at any time dismiss a Participant from employment or service free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan, any Award agreement or other valid written agreement.

5.4 Governing Law. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles provided for thereunder.

5.5 Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable 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.

5.6 Other Laws. The Committee may refuse to issue or pay out any Cash Units or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Cash Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Units are then traded, or entitle the Company or an Affiliate to recover the same under Section 16(b) of the Exchange Act.

5.7 No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between any member of the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from any member of the Company pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of that entity.

5.8 No Fractional Cash Units. No fractional Cash Units shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Cash Units or whether such fractional Cash Units or any rights thereto shall be canceled, terminated, or otherwise eliminated.

5.9 Successors and Assigns. This Plan 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's or the Company's assets and business. Unless otherwise provided by the Committee: (a) no part of an 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, an Award shall be payable only to Participant, or Participant's guardian or legal representative.

5.10 Section 409A. In respect of U.S. Taxpayers, to the maximum extent permitted under applicable law, payments under the Plan are intended to be exempt from the application of Section 409A on the basis that they qualify as “short term deferrals” under Section 409A and the Committee intends to interpret and apply the Plan in a manner that is consistent with this intention. To the extent that Section 409A does apply to payments under the Plan, (i) it is intended that such payments under the Plan will comply with Section 409A to the maximum extent possible and the Committee intends to interpret and apply the Plan in a manner that is consistent with this intention and (ii) the applicable provisions of Section 409A are hereby incorporated by reference and shall control over any Plan or Award Agreement provision in conflict within and (iii) to the extent that a Participant is a “specified employee” within the meaning of the Section 409A and that Participant receives a benefit under the Plan due to the Participant’s termination of employment, no amount that constitutes a deferral of compensation which is payable on account of the Participant’s separation from service shall be paid to the Participant before the date (the “Delayed Payment Date”) which is first day of the seventh month after the Participant’s date of termination or, if earlier, the date of the Participant’s death following such date of termination. All such amounts that would, but for this Section 5.10, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date. No interest will be paid with respect to any such delayed payments. For purposes of Section 409A, each payment or amount due under the Plan shall be considered a separate payment. Participants bear exclusive responsibility for any additional taxes they may owe under Section 409A in connection with grants of Awards and payments under the Plan. For purposes of this Plan, references to a termination of employment or service shall have the same meaning as a “separation from service” pursuant to Section 409A.

5.11 Clawback. To the extent required by applicable law 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.

5.12 Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

5.13 Facility Payment. Any amounts payable hereunder to any person 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 person, or may be applied for the benefit of such person in any manner that the Committee may select, and the Manager and the Company shall be relieved of any further liability for payment of such amounts.

5.14 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.

5.15 Term of the Plan. The Plan shall be effective on the date the Plan is adopted by the Board and shall continue until the earliest of (i) the date it is terminated by the Board, or (ii) the tenth (10th) anniversary of the date the Plan is approved as provided above. However, any Award granted prior to such termination, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date.

SUNOCOCORP LLC

**Long-Term Cash Restricted Unit 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 cash restricted units (the “*Award*”) under the SunocoCorp LLC Long-Term Cash Restricted Unit Plan (“*Cash Plan*”). The Award represents a notional Common Unit that upon vesting entitles you to receive an amount of cash equal to the Fair Market Value (as that term is defined in the Cash Plan) of a Common Unit of the Company as of the vesting date.

This Award will vest in three installments – 33% on the first December 5th after the year of service in respect of which the Award is being granted (the “*Service Year*”), 33% on the second December 5th after the Service Year, and 34% on the third December 5th after the Service Year contingent upon your continued employment or service with the Company or its Affiliates on each of the vesting dates. This Award is subject to the terms and conditions of the Cash Plan and the attached following Time-Vested Cash Restricted Unit Award Agreement (the “*Award Agreement*”). By accepting this Award online, you agree to the terms of the Cash Plan and the Award Agreement.

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.

Please note that like any compensation arrangement, Awards under the Cash Plan are to be kept confidential unless required to be disclosed by SEC disclosure regulations.

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 CASH RESTRICTED UNIT PLAN**

Time-Vested Cash Restricted Unit Award Agreement

This Time-Vested Cash Restricted Unit Award Agreement (the “*Award Agreement*”) is entered into on the date of acceptance by the Participant and is made by and between SunocoCorp LLC (the “Company”) and the accepting Participant. The Company and its Affiliates may collectively 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 Cash Plan.

Recitals:

WHEREAS, the Company has adopted the SunocoCorp LLC Long-Term Cash Restricted Unit Plan (the “Cash Plan”) which 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 (as that term is defined below) to the Participant of Cash Units (as defined in the Cash Plan), representing rights to receive an amount of cash equal to the Fair Market Value of a Common Unit of the Company as of the vesting date, subject to a risk of forfeiture pursuant to the terms and conditions of the Cash 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 Cash Restricted Units**

1.1 Award. Subject to the terms and conditions of the Cash Plan and this Award Agreement, the Company hereby grants the Participant an Award of Cash Units (the “Award”) as specified within the Participant’s Cash Unit 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 Cash Units	#QuantityGranted#
Service Year	#YEAR#

Vesting Schedule:

- 33% on the first December 5th following the Service Year
 - 33% on the second December 5th following the Service Year
 - 34% on the third December 5th following the Service Year
-

The Participant will not be entitled to receive any payment of distributions or distribution equivalents, or interest or interest equivalents, on this Award prior to vesting.

1.2 Effect of Plan; Construction. The entire text of the Cash 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 Cash Plan, the provisions in the Cash Plan shall govern and prevail. This Award Agreement is subject in all respects to the terms and conditions of the Cash 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. Initially capitalized terms and phrases used in this Award Agreement but not otherwise defined herein, shall have the respective meanings ascribed to them in the Cash Plan.

1.3 Vesting/Payments. This Award is subject to vesting as described in Section 1.1, subject to the Participant's continued employment or service with the Company or an Affiliate of the Company on each vesting date.

(a) **Settlement of Vested Cash Units.** As soon as practicable after the vesting of a Cash Unit, the Company shall deliver or cause to be delivered to the Participant cash equal to the Fair Market Value of the number of vesting Awards held on the vesting date, less applicable federal, state, local and foreign withholding taxes.

(b) **Timing.** Payment of vested Awards (the Cash Units) will be made within twenty-five (25) calendar days after the applicable vesting date of the Award, and, in respect of Canadian Taxpayers, in any event no later than December 31st of the third calendar year after the Service Year.

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 Cash Plan, occurring prior to the date all outstanding Cash Units granted hereunder have vested in accordance with Section 1.3 above, all then-outstanding unvested Cash Units granted pursuant to this Award Agreement shall become immediately vested and non-forfeitable and the Company shall deliver the amount of cash equal to the Fair Market Value of the number of the vesting Awards 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.** In the event of the death or Disability of a Participant occurs while the Participant is still employed and has Awards outstanding at the time of the Participant's death or Disability, the Participant or the Participant's beneficiary will be paid an amount in cash in full settlement of the Participant's Cash Units outstanding (vested or unvested), less any applicable federal, state, local and foreign withholding taxes, as a result of death or the

Participant's Disability, 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. The amount payable under this Section 1.5 shall be equal to the Fair Market Value of the number of Cash Units held on the date the Participant became Disabled or died, as applicable.

(b) Qualified Retirement. Participants who have at least five (5) years of service with the Company or one of 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 remaining unvested Cash 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 remaining unvested Cash 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 Cash Units 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 Cash 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 Cash Units. For the purposes of this Section 1.5(c), the "Date of Termination" means the later of: (i) the last day the Participant 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.

(d) Leaves of Absence. The Committee shall determine whether any leave of absence constitutes a termination of employment within the meaning of the Cash Plan and the impact of such leave of absence on Award(s) made to Participant under the Cash 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.

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 Cash Plan, may be made in accordance with Section 1.4.

3.2 No Rights as a Member. As any Award under the Cash Plan shall settle in cash, neither the Participant nor any 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 Cash Units), or otherwise have any rights as a member of the Company, by reason of the Award.

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

3.4 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.

3.5 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.

3.6 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, TX 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.

3.7 Severability. If any provision of this Award Agreement 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 Cash 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 Cash Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Cash Plan and any such Award shall remain in full force and effect.

3.8 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 Cash Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Award Agreement and the Cash Plan (including, but not limited to, the definition of Disability and Change in Control) 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 Cash Plan, agrees to be bound, such portion of the Cash Units 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.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Cash 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 Cash 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.

3.9 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.

3.10 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 Cash Restricted Unit 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 cash restricted units (the “*Award*”) under the SunocoCorp LLC Long-Term Cash Restricted Unit Plan (“*Cash Plan*”). The Award represents a notional Common Unit that upon vesting entitles you to receive an amount of cash equal to the Fair Market Value (as that term is defined in the Cash Plan) of a Common Unit of the Company as of the vesting date.

This Award will vest in three installments – 33% on December 5th of the year of service in respect of which the Award is being granted (the “*Service Year*”), 33% on the first December 5th following the Service Year, and 34% on the second December 5th following the Service Year contingent upon your continued employment or service with the Company or its Affiliates on each of the vesting dates. This Award is subject to the terms and conditions of the Cash Plan and the attached following Time-Vested Cash Restricted Unit Award Agreement (the “*Award Agreement*”). By accepting this Award online, you agree to the terms of the Cash Plan and the Award Agreement.

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.

Please note that like any compensation arrangement, Awards under the Cash Plan are to be kept confidential unless required to be disclosed by SEC disclosure regulations.

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 CASH RESTRICTED UNIT PLAN**

Time-Vested Cash Restricted Unit Award Agreement

This Time-Vested Cash Restricted Unit Award Agreement (the “*Award Agreement*”) is entered into on the date of acceptance by the Participant and is made by and between SunocoCorp LLC (the “Company”) and the accepting Participant. The Company and its Affiliates may collectively 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 Cash Plan.

Recitals:

WHEREAS, the Company has adopted the SunocoCorp LLC Long-Term Cash Restricted Unit Plan (the “Cash Plan”) which 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 (as that term is defined below) to the Participant of Cash Units (as defined in the Cash Plan), representing rights to receive an amount of cash equal to the Fair Market Value of a Common Unit of the Company as of the vesting date, subject to a risk of forfeiture pursuant to the terms and conditions of the Cash 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 Cash Restricted Units

1.1 Award. Subject to the terms and conditions of the Cash Plan and this Award Agreement, the Company hereby grants the Participant an Award of Cash Units (the “Award”) as specified within the Participant’s Cash Unit 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 Cash Units	#QuantityGranted#
Service Year	#YEAR#

Vesting Schedule:

- 33% on the December 5th of the Service Year
 - 33% on the first December 5th following the Service Year
 - 34% on the second December 5th following the Service Year
-

The Participant will not be entitled to receive any payment of distributions or distribution equivalents, or interest or interest equivalents, on this Award prior to vesting.

1.2 Effect of Plan; Construction. The entire text of the Cash 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 Cash Plan, the provisions in the Cash Plan shall govern and prevail. This Award Agreement is subject in all respects to the terms and conditions of the Cash 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. Initially capitalized terms and phrases used in this Award Agreement but not otherwise defined herein, shall have the respective meanings ascribed to them in the Cash Plan.

1.3 Vesting/Payments. This Award is subject to vesting as described in Section 1.1, subject to the Participant's continued employment or service with the Company or an Affiliate of the Company on each vesting date.

(a) **Settlement of Vested Cash Units.** As soon as practicable after the vesting of a Cash Unit, the Company shall deliver or cause to be delivered to the Participant cash equal to the Fair Market Value of the number of vesting Awards held on the vesting date, less applicable federal, state, local and foreign withholding taxes.

(b) **Timing.** Payment of vested Awards (the Cash Units) will be made within twenty-five (25) calendar days after the applicable vesting date of the Award, and, in respect of Canadian Taxpayers, in any event no later than December 31st of the third calendar year after the Service Year.

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 Cash Plan, occurring prior to the date all outstanding Cash Units granted hereunder have vested in accordance with Section 1.3 above, all then-outstanding unvested Cash Units granted pursuant to this Award Agreement shall become immediately vested and non-forfeitable and the Company shall deliver the amount of cash equal to the Fair Market Value of the number of the vesting Awards 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.** In the event of the death or Disability of a Participant occurs while the Participant is still employed and has Awards outstanding at the time of the Participant's death or Disability, the Participant or the Participant's beneficiary will be paid an amount in cash in full settlement of the Participant's Cash Units outstanding (vested or unvested), less any applicable federal, state, local and foreign withholding taxes, as a result of death or the

Participant's Disability, 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. The amount payable under this Section 1.5 shall be equal to the Fair Market Value of the number of Cash Units held on the date the Participant became Disabled or died, as applicable.

(b) Qualified Retirement. Participants who have at least five (5) years of service with the Company or one of 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 remaining unvested Cash 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 remaining unvested Cash 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 Cash Units 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 Cash 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 Cash Units. For the purposes of this Section 1.5(c), the "Date of Termination" means the later of: (i) the last day the Participant 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.

(d) Leaves of Absence. The Committee shall determine whether any leave of absence constitutes a termination of employment within the meaning of the Cash Plan and the impact of such leave of absence on Award(s) made to Participant under the Cash 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.

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 Cash Plan, may be made in accordance with Section 1.4.

3.2 No Rights as a Member. As any Award under the Cash Plan shall settle in cash, neither the Participant nor any 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 Cash Units), or otherwise have any rights as a member of the Company, by reason of the Award.

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

3.4 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.

3.5 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.

3.6 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, TX 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.

3.7 Severability. If any provision of this Award Agreement 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 Cash 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 Cash Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Cash Plan and any such Award shall remain in full force and effect.

3.8 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 Cash Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Award Agreement and the Cash Plan (including, but not limited to, the definition of Disability and Change in Control) 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 Cash Plan, agrees to be bound, such portion of the Cash Units 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.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Cash 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 Cash 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.

3.9 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.

3.10 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.