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

FORM 8-K

CURRENT REPORT

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

Date of report: February 6, 2009

(Date of earliest event reported): February 3, 2009

SUNOCO LOGISTICS PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-31219
(Commission file number)

23-3096839
(IRS employer
identification number)

1735 Market Street, Suite LL, Philadelphia, PA
(Address of principal executive offices)

19103-7583
(Zip Code)

(215) 977-3000
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 **Entry into a Material Definitive Agreement.**

On February 3, 2009, Sunoco Logistics Partners L.P., (the “Partnership”) and its wholly-owned subsidiary, Sunoco Logistics Partners Operations L.P. (the “Operating Partnership”), entered into an underwriting agreement, attached as exhibit 1.1 hereto and incorporated by reference herein, with the underwriters named therein with respect to the issuance and sale by the Operating Partnership of \$175 million in aggregate principal amount of 8.75% senior unsecured notes due 2014 (the “Notes”), in an underwritten public offering (the “Offering”). The Notes sold in the Offering were registered under the Securities Act of 1933, as amended pursuant to an effective shelf registration statement on Form S-3 (File No. 133-155644).

The Notes were issued under an indenture dated as of December 16, 2005 as supplemented by a Second Supplemental Indenture, dated February 6, 2009, attached as Exhibit 1.2 hereto and incorporated by reference herein, between the Partnership, the Operating Partnership and U.S. Bank National Association, as trustee.

The closing of the Offering occurred on February 6, 2009.

Item 9.01. **Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit</u>
1.1	Underwriting Agreement dated as of February 3, 2009 by and among Sunoco Logistics Partners Operations L.P., Sunoco Logistics Partners L.P., Sunoco Logistics Partners GP LLC, Sunoco Partners LLC and Citigroup Global Markets Inc. and UBS Securities LLC, as representatives of several underwriters named therein.
1.2	Second Supplemental Indenture dated as of February 6, 2009 by and among Sunoco Logistics Partners Operations L.P., Sunoco Logistics Partners L.P., and U.S. National Association.
5.1	Opinion of Vinson & Elkins L.L.P.
23.1	Consent of Vinson & Elkins L.L.P. (included as Exhibit 5.1 hereto)

Forward-Looking Statement

Statements contained in the exhibits to this report that state the Partnership’s or its management’s expectations or predictions of the future are forward-looking statements. The Partnership’s actual results could differ materially from those projected in such forward-looking statements. Factors that could affect those results include those mentioned in the documents that the Partnership has filed with the Securities and Exchange Commission.

SIGNATURE

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

SUNOCO LOGISTICS PARTNERS LP.

**By: Sunoco Partners LLC,
its General Partner**

By: /s/ NEAL E. MURPHY

Neal E. Murphy
Vice President and Chief Financial
Officer

February 6, 2009

Philadelphia, PA

EXHIBIT INDEX

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\$175,000,000

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

8.75% Senior Notes due 2014

UNDERWRITING AGREEMENT

February 3, 2009

CITIGROUP GLOBAL MARKETS INC.
UBS SECURITIES LLC
As the Representatives of the several
Underwriters named in Schedule 1 attached hereto

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

c/o UBS Securities LLC
677 Washington Boulevard
Stamford, Connecticut 06901

Ladies and Gentlemen:

Sunoco Logistics Partners Operations L.P., a Delaware limited partnership (the "Operating Partnership"), proposes to issue and sell to the several underwriters (collectively, the "Underwriters") named in Schedule 1 attached to this agreement (this "Agreement") \$175,000,000 aggregate principal amount of its 8.75% Senior Notes due 2014 (the "Notes"). The Operating Partnership's obligations under the Notes and the Indenture (as defined below) will be unconditionally guaranteed (the "Guarantee"), on a senior basis, by the Guarantor (as defined below). The Notes and the Guarantee are referred to herein as the "Securities." The Securities will (i) have terms and provisions that are summarized in the Pricing Disclosure Package (as defined below) as of the Applicable Time (as defined below) and the Prospectus (as defined below) dated as of the date hereof and (ii) be issued pursuant to the Indenture dated as of December 16, 2005 (the "Original Indenture") among the Operating Partnership, as the issuer of the Notes, Sunoco Logistics Partners L.P., a Delaware limited partnership and the sole limited partner of the Operating Partnership (the "Partnership" or the "Guarantor" and together with the Operating Partnership, the "Issuers"), as the guarantor of the Notes, U.S. Bank National Association, as successor trustee (the "Trustee"), and the other parties thereto, as supplemented by the Second Supplemental Indenture to be dated as of the Delivery Date (as defined herein) (the "Second Supplemental Indenture" and the Original Indenture, as supplemented and amended thereby, the "Indenture") among the Issuers and the Trustee. Citigroup Global Markets Inc. and UBS Securities LLC (the "Representatives") shall act as the representatives of the several Underwriters. Capitalized terms used but not defined herein shall have the same meanings given them in the Partnership Agreement (as defined herein) and the Indenture.

Sunoco Partners LLC, a Pennsylvania limited liability company (the “General Partner”), is an indirect wholly owned subsidiary of Sunoco, Inc., a Pennsylvania corporation (“Sunoco”), and the general partner of the Partnership. The Partnership is the sole limited partner of the Operating Partnership and the sole member of Sunoco Logistics Partners GP LLC, a Delaware limited liability company (the “OLP GP”), which serves as the general partner of the Operating Partnership. The Operating Partnership is the sole member of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company (the “Operating GP LLC”), which serves as the general partner of each of Sunoco Pipeline L.P., a Texas limited partnership (“Sunoco Pipeline LP”), and Sunoco Partners Marketing & Terminals L.P., a Texas limited partnership (“Sunoco M&T LP”). The Operating Partnership is the sole limited partner of each of Sunoco M&T LP and Sunoco Pipeline LP. Sunoco Pipeline LP is the sole member of Sunoco Pipeline Acquisition LLC, a Delaware limited liability company (“Sunoco Acquisition LLC”). Sunoco Acquisition LLC is the sole member of Sun Pipe Line Company of Delaware LLC, a Delaware limited liability company (“Sun Pipe Line LLC”). Each of the Operating GP LLC, Sunoco M&T LP, Sunoco Pipeline LP, Sunoco Acquisition LLC and Sun Pipe Line LLC is a subsidiary of the Operating Partnership, and is sometimes referred to herein, individually as a “Subsidiary” and collectively, as the “Subsidiaries.”

Each of the General Partner, the Partnership, the Operating Partnership, the OLP GP and the Subsidiaries is sometimes referred to herein individually as a “Partnership Entity” and collectively as the “Partnership Entities.” The Partnership Entities, excluding the General Partner, are sometimes referred to herein collectively as the “Partnership Group.” The General Partner, the Partnership, the OLP GP and the Operating Partnership are referred to herein collectively as the “Partnership Parties” and are parties to this Agreement.

This Agreement is to confirm the agreement among the Partnership Parties and the Underwriters concerning the purchase of the Securities from the Issuers by the Underwriters.

Section 1. Representations, Warranties and Agreements of the Partnership Parties.

Each of the Partnership Parties, jointly and severally, represent, warrant and agree that:

(a) *Registration.* An “automatic shelf registration statement” as defined in Rule 405 of the Rules and Regulations (defined below) on Form S-3 (File No. 333-155644) with respect to the Securities (i) has been prepared by the Issuers in conformity with the requirements of the Securities Act of 1933, as amended (the “Securities Act”), and the rules and regulations (the “Rules and Regulations”) of the Securities and Exchange Commission (the “Commission”) thereunder; (ii) has been filed with the Commission under the Securities Act; and (iii) became effective upon filing thereof under the Securities Act on November 25, 2008. Copies of such registration statement and any amendment thereto have been delivered by the Issuers to the Representatives. As used in this Agreement:

(i) “Applicable Time” means 1:45 p.m. (New York City time) on the date of this Agreement, which the Underwriters have informed the Issuers is a time prior to the time of the first sale of the Securities;

(ii) “Base Prospectus” means the base prospectus filed as part of the Registration Statement, in the form in which it has most recently been amended on or prior to the date hereof;

(iii) “Effective Date” means any date as of which any part of the Registration Statement relating to the Securities became, or is deemed to have become, effective under the Securities Act in accordance with the Rules and Regulations;

(iv) “Issuer Free Writing Prospectus” means each “free writing prospectus” (as defined in Rule 405 of the Rules and Regulations) prepared by or on behalf of the Issuers or used or referred to by the Issuers in connection with the offering of the Securities, including the final term sheet prepared pursuant to Section 5(a)(ii) hereof and attached to this Agreement in Annex 1 hereto;

(v) “Preliminary Prospectus” means the preliminary prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations and used prior to the filing of the Prospectus, together with the Base Prospectus;

(vi) “Pricing Disclosure Package” means, as of the Applicable Time, the Preliminary Prospectus, together with each Issuer Free Writing Prospectus filed or used by the Issuers on or before the Applicable Time, other than a road show that is an Issuer Free Writing Prospectus under Rule 433 of the Rules and Regulations;

(vii) “Prospectus” means the prospectus supplement relating to the Securities that is first filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations after the Applicable Time, together with the Base Prospectus; and

(viii) “Registration Statement” means, collectively, the various parts of the automatic shelf registration statement on Form S-3 (File No. 333-155644), including exhibits and financial statements and any information in the prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B.

Any reference in this Agreement or the exhibits or annexes hereto to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein pursuant to Form S-3 under the Securities Act as of the date of the Registration Statement, such Preliminary Prospectus or the Prospectus, as the case may be. Any reference to any amendment or supplement to the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any document filed under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), after the date of such Preliminary Prospectus or the Prospectus, as the case may be, and incorporated by reference in such Preliminary Prospectus or the Prospectus, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to include any periodic or current report of the Partnership filed with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act after the Effective Date that is incorporated by reference in the Registration Statement. The Commission has not issued any order preventing or suspending the use of the Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus or suspending the

effectiveness of the Registration Statement, and no proceeding for such purpose has been instituted or, to the knowledge of the Partnership Parties, threatened by the Commission. The Commission has not notified the Issuers of any objection to the use of the form of the Registration Statement.

(b) *Well-Known Seasoned Issuer.* (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), if any, (iii) at the time any Issuer or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163 and (iv) as of the date hereof, each Issuer was or is (as the case may be) a “well-known seasoned issuer” as defined in Rule 405 of the Rules and Regulations. None of the Issuers were at the earliest time after the initial filing of the Registration Statement that the Issuers or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Rules and Regulations) of the Securities, are not on the date hereof and will not be on the Delivery Date an “ineligible issuer” (as defined in Rule 405 of the Rules and Regulations). The Issuers have been since the time of initial filing of the Registration Statement and continue to be eligible to use Form S-3 for the offering of the Securities.

(c) *Form of Documents.* The Registration Statement conformed and will conform in all material respects on the Effective Date and on the Delivery Date, and any amendment to the Registration Statement filed after the date hereof will conform in all material respects when filed, to the requirements of the Securities Act and the Rules and Regulations. The Preliminary Prospectus conformed, and the Prospectus will conform, in all material respects when filed with the Commission pursuant to Rule 424(b) and on the Delivery Date to the requirements of the Securities Act and the Rules and Regulations. The documents incorporated by reference in the Preliminary Prospectus or the Prospectus conformed, and any further documents so incorporated will conform, when filed with the Commission, in all material respects to the requirements of the Exchange Act or the Securities Act, as applicable, and the rules and regulations of the Commission thereunder.

(d) *Registration Statement.* The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and each of the statements made by the Issuers in the Registration Statement and any further amendments to the Registration Statement within the coverage of Rule 175(b) of the Rules and Regulations, including (but not limited to) any statements with respect to future cash distributions of the Partnership or the anticipated ratio of taxable income to distributions was made with a reasonable basis and in good faith; *provided* that no representation or warranty is made as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), of the Trustee on Form T-1 (“Form T-1”) and (ii) information contained in or omitted from the Registration Statement in reliance upon and in conformity with written information furnished to the Issuers through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 8(b).

(e) *Prospectus*. The Prospectus will not, as of its date and on the Delivery Date, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each of the statements made or to be made by the Issuers in the Preliminary Prospectus or the Prospectus, as applicable, and any further supplements to the Preliminary Prospectus or the Prospectus within the coverage of Rule 175(b) of the Rules and Regulations, including (but not limited to) any statements with respect to future cash distributions of the Partnership or the anticipated ratio of taxable income to distributions was made with a reasonable basis and in good faith; *provided* that no representation or warranty is made as to information contained in or omitted from the Preliminary Prospectus or the Prospectus in reliance upon and in conformity with written information furnished to the Issuers through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in [Section 8\(b\)](#).

(f) *Documents Incorporated by Reference*. The documents incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, when they were filed with the Commission and on the Delivery Date, conformed and will conform in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder and any further documents filed with the Commission prior to the Delivery Date and incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, when filed with the Commission and on the Delivery Date, will conform in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder. The documents incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus did not, and any further documents filed prior to the Delivery Date and incorporated by reference therein will not, when filed with the Commission and on the Delivery Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) *Pricing Disclosure Package*. The Pricing Disclosure Package did not, as of the Applicable Time, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Pricing Disclosure Package in reliance upon and in conformity with written information furnished to the Issuers through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in [Section 8\(b\)](#).

(h) *Issuer Free Writing Prospectus and Pricing Disclosure Package*. Each Issuer Free Writing Prospectus (including, without limitation, any road show that is a free writing prospectus under Rule 433 of the Rules and Regulations), when considered together with the Pricing Disclosure Package as of the Applicable Time, did not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) *Each Issuer Free Writing Prospectus*. Each Issuer Free Writing Prospectus conformed or will conform in all material respects to the requirements of the Securities Act and the Rules and Regulations on the date of first use, and the Issuers have complied or will comply

with any filing requirements applicable to such Issuer Free Writing Prospectus pursuant to the Rules and Regulations. The Issuers have not made any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Representatives, except as set forth on Annex 3 hereto. The Issuers have retained in accordance with the Rules and Regulations all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Rules and Regulations (it being understood that, as of the date hereof, the Issuers have not retained any Issuer Free Writing Prospectus for the three year period required thereby).

(j) *Formation and Qualification of the Partnership and Operating Partnership.* Each of the Partnership and the Operating Partnership has been duly formed and is validly existing in good standing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, as amended (the “Delaware LP Act”), with full partnership power and authority necessary to own or hold its properties and assets and to conduct the businesses in which it is engaged as described in the Registration Statement, the Preliminary Prospectus and the Prospectus. Each of the Partnership and the Operating Partnership is duly registered or qualified as a foreign limited partnership for the transaction of business under the laws of each jurisdiction listed opposite its name on Annex 2, such jurisdictions being the only jurisdictions in which the ownership or lease of property or the character of business conducted by it makes such qualification or registration necessary, except where the failure to so register or qualify would not (i) have a material adverse effect on the general affairs, management, condition (financial or otherwise), business, prospects, properties, assets, securityholders’ equity, capitalization or results of operations of the Partnership Entities, taken as a whole (a “Material Adverse Effect”), or (ii) subject the limited partners of the Operating Partnership or the Partnership to any material liability or disability.

(k) *Formation and Qualification of the LP Subsidiaries.* Each of Sunoco M&T LP and Sunoco Pipeline LP (collectively, the “LP Subsidiaries” and each individually, a “LP Subsidiary”) has been duly formed and is validly existing as a limited partnership under the Texas Revised Limited Partnership Act, as amended (the “Texas LP Act”), with full partnership power and authority necessary to own or hold its properties and assets and to conduct the businesses in which it is engaged, in each case in all material respects. Each of the LP Subsidiaries is duly registered or qualified as a foreign limited partnership for the transaction of business under the laws of each jurisdiction listed opposite its name on Annex 2, such jurisdictions being the only jurisdictions in which the ownership or lease of property or the character of business conducted by it makes such registration or qualification necessary, except where the failure to so register or qualify would not (i) have a Material Adverse Effect or (ii) subject the limited partners of the Operating Partnership or the Partnership to any material liability or disability.

(l) *Formation and Qualification of the General Partner.* The General Partner has been duly formed and is validly existing in good standing as a limited liability company under the Pennsylvania Limited Liability Company Law of 1994, as amended (the “Pennsylvania LLC Law”), with full limited liability company power and authority necessary to own or hold its properties and assets, to conduct the businesses in which it is engaged, in each case in all material respects, and to act as general partner of the Partnership. The General Partner is duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction listed opposite its name on Annex 2, such jurisdictions being the

only jurisdictions in which the ownership or lease of property or the character of business conducted by it makes such registration or qualification necessary, except where the failure to so register or qualify would not (i) have a Material Adverse Effect or (ii) subject the limited partners of the Operating Partnership or the Partnership to any material liability or disability.

(m) *Formation and Qualification of the OLP GP, the Operating GP LLC, Sunoco Acquisition LLC and Sun Pipe Line LLC.* Each of the OLP GP, the Operating GP LLC, Sunoco Acquisition LLC and Sun Pipe Line LLC has been duly formed and is validly existing in good standing as a limited liability company under the Delaware Limited Liability Company Act, as amended (the “Delaware LLC Act”), with full limited liability company power and authority necessary (i) to own or hold its properties and assets and to conduct the businesses in which it is engaged, in each case in all material respects, (ii) with regard to the OLP GP, to act as general partner of the Operating Partnership and (iii) with regard to the Operating GP LLC, to act as general partner of each of the LP Subsidiaries. Each of the OLP GP and the Operating GP LLC is duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction listed opposite its name on Annex 2, such jurisdictions being the only jurisdictions in which the ownership or lease of property or the character of business conducted by it makes such registration or qualification necessary, except where the failure to so register or qualify would not (i) have a Material Adverse Effect or (ii) subject the limited partners of the Operating Partnership or the Partnership to any material liability or disability.

(n) *Existence and Good Standing of the Joint Ventures.* To the knowledge of the Partnership Parties, each of Wolverine Pipeline Company, a Delaware corporation (“Wolverine”), Yellowstone Pipeline Company, a Delaware corporation (“Yellowstone”), West Shore Pipeline Company, a Delaware corporation (“West Shore”), West Texas Gulf Pipe Line Company, a Delaware corporation (“West Texas Gulf”), Explorer Pipeline Company, a Delaware corporation (“Explorer”), and Mid-Valley Pipeline Company, an Ohio corporation (“Mid-Valley,” and together with Wolverine, Yellowstone, West Shore, West Texas Gulf and Explorer, the “Joint Ventures”), has been duly incorporated or organized and is validly existing in good standing as a corporation under the laws of its jurisdiction of incorporation with full corporate power and authority necessary to own or hold its properties and assets and to conduct the businesses in which it is engaged, in each case in all material respects. To the knowledge of the Partnership Parties, each of such Joint Ventures is duly registered or qualified as a foreign corporation for the transaction of business under the laws of each jurisdiction in which the ownership or lease of property or the character of business conducted by it makes such registration or qualification necessary, except where the failure to so register or qualify would not (i) have a Material Adverse Effect or (ii) subject the limited partners of the Operating Partnership or the Partnership to any material liability or disability.

(o) *Ownership of General Partner.* To the knowledge of the Partnership Parties, Sun Pipe Line Company, a Texas corporation (“Sun Pipe Line”), Sunoco, Inc. (R&M), a Pennsylvania corporation (“Sunoco R&M”), and Atlantic Refining & Marketing Corp., a Delaware corporation (“Atlantic R&M,” and together with Sun Pipe Line and Sunoco R&M, the “GP Members”), are the sole members of the General Partner with a 67% member interest, 13% member interest and 20% member interest, respectively, in the General Partner; such member interests have been duly authorized and validly issued in accordance with the limited liability

company agreement of the General Partner (as the same may be amended or restated at or prior to the Delivery Date, the “GP LLC Agreement”), and are fully paid (to the extent required under the GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Section 8931 of the Pennsylvania LLC Law) and the GP Members own such member interests free and clear of all liens, encumbrances, security interests, equities, charges or claims (collectively, “Liens”).

(p) *Ownership of the General Partner Interest in the Partnership.* The General Partner is the sole general partner of the Partnership with a 2.0% general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the agreement of limited partnership of the Partnership (as the same may be amended or restated at or prior to the Delivery Date, the “Partnership Agreement”); and the General Partner owns such general partner interest free and clear of all Liens.

(q) *Ownership of the Sponsor Units, Incentive Distribution Rights and Outstanding Common Units.* As of the date hereof, the Partnership has no interests issued and outstanding other than the following:

(i) 12,063,734 Common Units owned by the General Partner (collectively, the “Sponsor Units”) representing an aggregate 41.3% interest in the Partnership (not including the General Partner’s 2.0% general partner interest in the Partnership);

(ii) the Incentive Distribution Rights (as defined in the Partnership Agreement) held by the General Partner; and

(iii) 16,593,751 Common Units representing an aggregate 56.7% interest in the Partnership issued to public unitholders (the “Public Units”);

all of such Sponsor Units, Incentive Distribution Rights, Public Units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and the General Partner owns all of the Sponsor Units and Incentive Distribution Rights free and clear of all Liens.

(r) *Valid Issuance of Notes.* The Notes have been duly and validly authorized by the Operating Partnership for issuance and sale to the Underwriters as part of the Securities pursuant to this Agreement and, when executed by the Operating Partnership and authenticated by the Trustee in accordance with the Indenture and delivered to the Underwriters against payment therefor in accordance with the terms hereof, will have been validly issued and delivered and will constitute valid and legally binding obligations of the Operating Partnership entitled to the benefits of the Indenture and enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors’ rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(s) *Valid Issuance of Guarantee.* The Guarantee has been duly and validly authorized by the Guarantor for issuance and sale to the Underwriters as part of the Securities pursuant to this Agreement and, when the Notes are duly executed by the Operating Partnership and authenticated by the Trustee in accordance with the Indenture and delivered to the Underwriters against payment therefor in accordance with the terms hereof, the Guarantee will have been validly issued and delivered and will constitute a valid and legally binding obligation of the Guarantor entitled to the benefits of the Indenture and enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(t) *Ownership of the OLP GP.* The Partnership is the sole member of the OLP GP with a 100% member interest in the OLP GP; such member interest has been duly authorized and validly issued in accordance with the limited liability company agreement of the OLP GP (as the same may be amended or restated on or prior to the Delivery Date, the "OLP GP LLC Agreement"), and is fully paid (to the extent required under the OLP GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Partnership owns such member interest free and clear of all Liens.

(u) *Ownership of the Operating Partnership.*

(i) The OLP GP is the sole general partner of the Operating Partnership with a 0.01% general partner interest in the Operating Partnership; such general partner interest has been duly authorized and validly issued in accordance with the agreement of limited partnership of the Operating Partnership (as the same may be further amended or restated on or prior to the Delivery Date, the "Operating Partnership Agreement") and the OLP GP owns such general partner interest free and clear of all Liens; and

(ii) The Partnership is the sole limited partner of the Operating Partnership with a 99.99% limited partner interest in the Operating Partnership; such limited partner interest has been duly authorized and validly issued in accordance with the Operating Partnership Agreement and is fully paid (to the extent required under the Operating Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and the Partnership owns such limited partner interest free and clear of all Liens.

(v) *Ownership of Operating GP LLC.* The Operating Partnership owns a 100% member interest in the Operating GP LLC; such member interest has been duly authorized and validly issued in accordance with the limited liability company agreement of the Operating GP LLC (as the same may be amended and restated on or prior to the Delivery Date, the "Operating GP LLC Agreement"), and is fully paid (to the extent required under the Operating GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Operating Partnership owns such member interest free and clear of all Liens.

(w) *Ownership of the LP Subsidiaries.*

(i) The Operating GP LLC is the sole general partner of each of the LP Subsidiaries with a 0.01% general partner interest in each of the LP Subsidiaries; each such general partner interest has been duly authorized and validly issued in accordance with each of the respective partnership agreements of each of the LP Subsidiaries (as each may be amended and restated on or prior to the Delivery Date, the “LP Subsidiary Partnership Agreements”); and the Operating GP LLC owns each such general partner interest free and clear of all Liens; and

(ii) The Operating Partnership is the sole limited partner of each of the LP Subsidiaries with a 99.99% limited partner interest in each of the LP Subsidiaries; each such limited partner interest has been duly authorized and validly issued in accordance with each of the respective LP Subsidiary Partnership Agreements and is fully paid (to the extent required under each of the LP Subsidiary Partnership Agreements and the Texas LP Act) and nonassessable (except as such nonassessability may be affected by Sections 3.03 and 6.07 of the Texas LP Act); and the Operating Partnership owns each such limited partner interest free and clear of all Liens.

(x) *Ownership of Sunoco Acquisition LLC.* Sunoco Pipeline LP owns a 100% member interest in Sunoco Acquisition LLC; such member interest has been duly authorized and validly issued in accordance with the limited liability company agreement of Sunoco Acquisition LLC (as the same may be amended and restated on or prior to the Delivery Date, the “Sunoco Acquisition LLC Agreement”), and is fully paid (to the extent required under the Sunoco Acquisition LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and Sunoco Pipeline LP owns such member interest free and clear of all Liens.

(y) *Ownership of Sun Pipe Line LLC.* Sunoco Acquisition LLC owns a 100% member interest in Sun Pipe Line LLC; such member interest has been duly authorized and validly issued in accordance with the limited liability company agreement of Sun Pipe Line LLC (as the same may be amended and restated on or prior to the Delivery Date, the “Sun Pipe Line LLC Agreement”), and is fully paid (to the extent required under the Sun Pipe Line LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and Sunoco Acquisition LLC owns such member interest free and clear of all Liens.

(z) *Subsidiaries.* Other than (i) the General Partner’s ownership of the partnership interests in the Partnership set forth in Sections 1(p) and (q) and a 100% member interest in Sunoco Partners Lease Acquisition & Marketing LLC, a Delaware limited liability company, (ii) the Partnership’s ownership of a 100% member interest in the OLP GP and a 99.99% limited partner interest in the Operating Partnership, (iii) the OLP GP’s ownership of a 0.01% general partner interest in the Operating Partnership, (iv) the Operating Partnership’s ownership of a 100% member interest in the Operating GP LLC and a 99.99% limited partner interest in each of the LP Subsidiaries, (v) the Operating GP LLC’s ownership of a 0.01% general partner interest in each of the LP Subsidiaries, (vi) Sunoco Pipeline LP’s ownership of a 100% member interest in Sunoco Acquisition LLC, a 9.4% interest in the capital stock of Explorer, a 31.5% interest in the capital stock of Wolverine, a 14.0% interest in the capital stock of Yellowstone, a 12.3%

interest in the capital stock of West Shore, a 43.8% interest in the capital stock of West Texas Gulf, and a 55.3% interest in the capital stock of Mid-Valley Pipeline Company and (vii) Sunoco Acquisition LLC's ownership of a 100% member interest in Sun Pipe Line LLC, none of the Partnership Entities own, and at the Delivery Date, will own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity; and none of these entities other than the Operating Partnership, the OLP GP, the Operating GP LLC, Sunoco Pipeline LP and Sunoco M&T LP is a "significant subsidiary." of the Partnership as such term is defined in Rule 405 of the Rules and Regulations.

(aa) *No Preemptive Rights, Options or Other Rights.* Except as described in the Preliminary Prospectus and the Prospectus or for any such rights which have been effectively complied with or waived, (i) no person has the right, contractual or otherwise, to cause the Partnership to issue or register any equity interests in the Partnership or any other Partnership Entity, (ii) there are no statutory or contractual preemptive rights, resale rights, rights of first refusal or other rights to subscribe for or to purchase, nor any restriction upon voting or transfer of, any partnership or membership interests in the Partnership Entities and (iii) no person has the right to act as an underwriter, or as a financial advisor to the Issuers, in connection with the offer and sale of the Securities, in the case of each of the foregoing clauses (i), (ii) and (iii), whether as a result of the filing or the effectiveness of the Registration Statement or the offering or sale of the Securities as contemplated thereby or otherwise; and except as described in the Preliminary Prospectus and the Prospectus, there are no outstanding options or warrants to purchase any Common Units, Incentive Distribution Rights or other interests in the Partnership or any other Partnership Entity.

(bb) *Authority.* The Issuers have all requisite power and authority to (i) issue, sell and deliver the Securities, as the case may be, in accordance with and upon the terms and conditions set forth in this Agreement, the Indenture, the Partnership Agreement, the Operating Partnership Agreement, the Registration Statement, the Pricing Disclosure Package and the Prospectus and (ii) consummate the transactions contemplated by this Agreement and the Indenture; each of the Partnership Parties party thereto has all requisite power and authority to execute and deliver the Securities, the Indenture and this Agreement and perform its obligations thereunder (this Agreement, the Securities and the Indenture are each referred to herein individually as a "Debt Document" and collectively as the "Debt Documents"); and at the Delivery Date, all corporate, partnership and limited liability company action, as the case may be, required to be taken by any of the Partnership Entities or any of their securityholders, partners or members for (i) the authorization, issuance, sale and delivery of the Securities, (ii) the authorization, execution and delivery of the Debt Documents and (iii) the consummation of the transactions contemplated by the Debt Documents, shall have been validly taken.

(cc) *Authorization of the Agreement.* This Agreement has been duly authorized and validly executed and delivered by each of the Partnership Parties.

(dd) *Authorization and Enforceability of the Indenture.* As of the Delivery Date, the Indenture will (i) be duly and validly authorized, executed and delivered by each of the Partnership Entities party thereto, (ii) be duly qualified under the Trust Indenture Act and the rules and regulations thereunder, (iii) comply as to form with the requirements of the Trust Indenture Act and (iv) constitute a valid and legally binding agreement of each of the Partnership

Entities party thereto, enforceable against each of the Partnership Entities party thereto in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(ee) *Debt Documents*. Each Debt Document that is described in the Registration Statement, the Preliminary Prospectus and the Prospectus conforms in all material respects to the description thereof contained in the Registration Statement, the Preliminary Prospectus and the Prospectus.

(ff) *Authorization and Enforceability of Other Agreements*.

(i) The GP LLC Agreement has been duly authorized, executed and delivered by the GP Members, and is a valid and legally binding agreement of each of the GP Members, enforceable against each of them in accordance with its terms.

(ii) The Partnership Agreement has been duly authorized, executed and delivered and is a valid and legally binding agreement of the General Partner, enforceable against the General Partner in accordance with its terms.

(iii) The OLP GP LLC Agreement has been duly authorized, executed and delivered by the Partnership, and is a valid and legally binding agreement of the Partnership, enforceable against it in accordance with its terms.

(iv) The Operating Partnership Agreement has been duly authorized, executed and delivered by the OLP GP and the Partnership, and is a valid and legally binding agreement of the OLP GP and the Partnership, enforceable against the OLP GP and the Partnership in accordance with its terms.

(v) The Operating GP LLC Agreement has been duly authorized, executed and delivered by the Operating Partnership, and is a valid and legally binding agreement of the Operating Partnership, enforceable against it in accordance with its terms.

(vi) Each of the LP Subsidiary Partnership Agreements has been duly authorized, executed and delivered by the Operating GP LLC and the Operating Partnership and is a valid and legally binding agreement of the Operating GP LLC and the Operating Partnership, enforceable against each of them in accordance with its terms.

(vii) The Sunoco Acquisition LLC Agreement is a valid and legally binding agreement of Sunoco Pipeline LP, enforceable against it in accordance with its terms.

(viii) The Sun Pipe Line LLC Agreement is a valid and legally binding agreement of Sunoco Acquisition LLC, enforceable against it in accordance with its terms.

provided that, with respect to each agreement described in Section 1(ff)(i)-(viii) above, the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer,

reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and *provided, further*, that the indemnity and contribution provisions contained in any of such agreements may be limited by federal or state securities laws.

(gg) *No Violations*. None of the (i) offering, issuance and sale by the Issuers of the Securities, (ii) execution, delivery and performance of the Debt Documents by the Partnership Entities party thereto, (iii) consummation of the transactions contemplated by the Debt Documents or (iv) application of the proceeds from the sale of the Notes as described under "Use of Proceeds" in each of the Preliminary Prospectus and the Prospectus (A) conflicts or will conflict with or constitutes or will constitute a breach or violation of any provision of the certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company or operating agreement or any other organizational or governing documents of any of the Partnership Entities, (B) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default under (or an event which, with notice or lapse of time or both, would constitute such a default), any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which any of the Partnership Entities is a party or by which any of them or any of their respective properties or assets may be bound, (C) violates or will violate any statute, law or regulation or any order, judgment, ruling, decree or injunction of any court or governmental agency or body having jurisdiction over any of the Partnership Entities or any of their assets or properties or (D) results or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any of the Partnership Entities, except with respect to clauses (B), (C) or (D) for such conflicts, breaches, violations or defaults that would not have a Material Adverse Effect.

(hh) *No Consents*. No permit, consent, approval, authorization, order, registration, filing or qualification of or with any court, governmental agency or body having jurisdiction over any of the Partnership Entities or any of their respective properties or assets (a "Consent") is required in connection with (i) the offering, issuance and sale by the Issuers of the Securities, (ii) the execution, delivery and performance of the Debt Documents by the Partnership Entities party thereto, (iii) the consummation of the transactions contemplated by the Debt Documents (including the issuance and sale of the Securities) or (iv) the application of the proceeds from the sale of the Notes as described under "Use of Proceeds" in each of the Preliminary Prospectus and the Prospectus, except for such Consents (A) required under the Securities Act, the Exchange Act, and state securities or Blue Sky laws in connection with the purchase and sale of the Securities by the Underwriters, (B) that have been, or prior to the Delivery Date will be, obtained, including pursuant to the Trust Indenture Act, and (C) that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect.

(ii) *No Registration Rights*. Except as described in the Preliminary Prospectus and the Prospectus, there are no contracts, agreements or understandings between any of the Partnership Entities and any person granting such person the right to require the Issuers to file a registration statement under the Securities Act with respect to any securities of any of the Partnership Entities owned or to be owned by such person or to require the Issuers to include such securities in the securities registered pursuant to the Registration Statement or in any securities being

registered pursuant to any other registration statement filed by any of the Partnership Entities under the Securities Act.

(jj) *No Sales*. None of the Partnership Entities has sold or issued any securities of the same class as the Securities during the six-month period preceding the date of the Prospectus, including any sales pursuant to Rule 144A under, or Regulations D or S of, the Securities Act.

(kk) *No Material Adverse Change*. Neither the General Partner nor any member of the Partnership Group has sustained, since the date of the latest audited financial statements included or incorporated by reference in the Preliminary Prospectus, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree, otherwise than as set forth or contemplated in the Preliminary Prospectus; and, since such date, (i) there has not been any change in the capitalization or in the long-term debt of the General Partner or the capitalization or consolidated long-term debt of the Partnership Group, taken as a whole, or (ii) any material adverse change, or any development involving, or which may reasonably be expected to involve, a prospective material adverse change, in or affecting the general affairs, management, condition (financial or other), securityholders' equity, assets, properties, capitalization, results of operations, business or prospects of the Partnership Group, taken as a whole, otherwise than as set forth or contemplated in the Preliminary Prospectus.

(ll) *Capitalization and Financial Statements*. At September 30, 2008, the Partnership had, on the consolidated basis indicated in the Preliminary Prospectus (and any amendment or supplement thereto), a capitalization as set forth therein. The historical financial statements (including the related notes and supporting schedules) included or incorporated by reference in the Registration Statement and the Preliminary Prospectus (and any amendment or supplement thereto) comply as to form in all material respects with the requirements of Regulation S-X under the Securities Act and the Exchange Act and present fairly in all material respects the financial position, results of operations and cash flows of the entities purported to be shown thereby on the basis stated therein at the respective dates and for the respective periods to which they apply, and have been prepared in conformity with accounting principles generally accepted in the United States consistently applied throughout the periods involved, except to the extent disclosed therein. The summary historical financial information, including non-GAAP financial measures, set forth in the Registration Statement and the Preliminary Prospectus (and any amendment or supplement thereto) under the caption "Summary—Summary Financial and Operating Data" is accurately presented in all material respects and prepared on a basis consistent with the audited and unaudited historical consolidated financial statements from which it has been derived.

(mm) *Independent Registered Public Accounting Firm*. Ernst & Young LLP, who has certified certain financial statements of the General Partner and the Partnership Group, whose reports are included or incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus (and any amendment or supplement thereto) and who have delivered the initial letter referred to in [Section 7\(h\)](#) hereof, are and have been, during the periods covered by the financial statements on which they reported contained or incorporated by reference in the Registration Statement and the Preliminary Prospectus and the Prospectus (and any amendment or supplement thereto), an independent registered public accounting firm with respect to the General Partner and the Partnership Group as required by the Securities Act and

(nn) *Title to Properties.* Each of the Partnership Entities has good and indefeasible title to all real property and good title to all personal property owned by it, in each case, free and clear of all Liens and other defects, except (i) as described and qualified in the Preliminary Prospectus and the Prospectus or (ii) such as do not materially affect the use of such properties taken as a whole as they have been used in the past and are proposed to be used in the future as described in the Preliminary Prospectus and the Prospectus; provided, that, with respect to title to pipeline rights-of-way, the Partnership Parties represent only that (A) the Partnership Entities have sufficient title to enable them to use and occupy the pipeline rights-of-way as they have been used and occupied in the past and are to be used and occupied in the future as described in the Preliminary Prospectus and the Prospectus and (B) any lack of title to the pipeline rights-of-way will not have a material adverse effect on the ability of the Partnership Entities to use and occupy the pipeline rights-of-way as they have been used and occupied in the past and are to be used and occupied in the future as described in the Preliminary Prospectus and the Prospectus and will not materially increase the cost of such use and occupation; and provided further that with respect to all real property, buildings and assets held under lease or license by the Partnership Entities, such real property, buildings and assets are held under valid, subsisting and enforceable leases or licenses, with such exceptions as are not material and do not interfere with the use made and proposed to be made of such real property, buildings or assets as they have been used as described in the Preliminary Prospectus and the Prospectus.

(oo) *Permits.* Each of the Partnership Entities has, or at the Delivery Date will have, such permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities (“permits”) as are necessary to own or lease its properties and to conduct its business in the manner described in the Preliminary Prospectus and the Prospectus, subject to such qualifications as may be set forth in the Preliminary Prospectus and the Prospectus and except for such permits that, if not obtained, would not have, individually or in the aggregate, a Material Adverse Effect; each of the Partnership Entities has, or at the Delivery Date will have, fulfilled and performed all its material obligations with respect to such permits in the manner described, and subject to the limitations contained in the Preliminary Prospectus and the Prospectus and no event has occurred that would prevent the permits from being renewed or reissued or that allows, or after notice or lapse of time would allow, revocation or termination thereof or results or would result in any impairment of the rights of the holder of any such permit, except for such non-renewals, non-issues, revocations, terminations and impairments that would not, individually or in the aggregate, have a Material Adverse Effect.

(pp) *Insurance.* Each of the Partnership Entities carry, or are covered by, insurance from insurers of recognized financial responsibility in such amounts and covering such risks as is reasonably adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for businesses engaged in similar businesses in similar industries, and none of the Partnership Entities has received notice of cancellation or non-renewal of such insurance or notice that substantial capital improvements or other expenditures will have to be made in order to continue such insurance. All such policies of insurance are outstanding and in full force and effect on the date hereof and will be outstanding and in full

force and effect on the Delivery Date; and the Partnership Entities are in compliance with the terms of such policies in all material respects.

(qq) *Intellectual Property*. Each of the Partnership Entities owns or possesses adequate rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of its respective business, and none of the Partnership Entities has reason to believe that the conduct of their respective businesses will conflict with any such rights of others or are aware of any claim or any challenge by any other person to the rights of any of the Partnership Entities with respect to the foregoing.

(rr) *Adequate Disclosure and Descriptions*. There are no legal or governmental proceedings pending or, to the knowledge of any of the Partnership Parties, threatened against any of the Partnership Entities or to which any of the Partnership Entities is a party or to which any property or assets of any of the Partnership Entities is subject that are required to be described in the Registration Statement, the Preliminary Prospectus or the Prospectus but are not described as required; there are no agreements, contracts, indentures, leases or other documents which are required to be described in the Preliminary Prospectus or the Prospectus or filed as exhibits to the Registration Statement or incorporated by reference therein by the Securities Act or the Rules and Regulations thereunder which have not been described in the Preliminary Prospectus or the Prospectus and filed or incorporated by reference as exhibits to the Registration Statement; and the statements set forth or incorporated by reference in the Preliminary Prospectus or the Prospectus under the captions “Summary—The Offering,” “Description of the Notes” and “Description of the Debt Securities,” insofar as they purport to constitute a summary of the terms of the Securities, and under the captions “Certain United States Federal Income Tax Considerations,” and “Material Tax Considerations” insofar as they purport to describe the provisions of the laws and documents referred to therein, are fair summaries in all material respects.

(ss) *Related Party Transactions*. No relationship, direct or indirect, exists between or among (i) any member of the Partnership Group, on the one hand and (ii) the securityholders, customers, suppliers, directors or officers of the General Partner, Sunoco, Inc. or any of their affiliates, on the other hand, which is required to be described in the Preliminary Prospectus or the Prospectus and is not so described; there are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by any Partnership Entity to or for the benefit of any of the officers or directors of any Partnership Entity or their respective family members, except as disclosed in the Registration Statement, the Preliminary Prospectus and the Prospectus; and no Partnership Entity has, in violation of the Sarbanes-Oxley Act of 2002, directly or indirectly, extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer of any Partnership Entity.

(tt) *No Labor Dispute*. No labor disturbance by the employees of any member of the Partnership Group (and to the extent they perform services on behalf of any member of the Partnership Group, employees of the General Partner or any affiliate of the General Partner), exists or, to the knowledge of any of the Partnership Parties, is imminent or threatened, that is reasonably likely to have a Material Adverse Effect.

(uu) *Employee Benefit Matters.* The General Partner and the members of the Partnership Group are in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published governmental interpretations thereunder (“ERISA”); no “reportable event” (as defined in ERISA) has occurred with respect to any “pension plan” (as defined in ERISA) for which the General Partner or any member of the Partnership Group would have any liability; neither the Partnership nor any member of the Partnership Group has incurred nor does either expect to incur liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any “pension plan” or (ii) Sections 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published governmental interpretations thereunder (the “Code”); and each “pension plan” for which the General Partner or any member of the Partnership Group would have any liability that is intended to be qualified under Section 401(a) of the Code has been determined by the Internal Revenue Service to be so qualified and nothing has occurred, whether by action or by failure to act, which could reasonably be expected to cause the loss of such qualification; and neither the General Partner nor any member of the Partnership Group have incurred any unpaid liability to the Pension Benefit Guaranty Corporation (other than for payment of premiums in the ordinary course of business).

(vv) *Tax Returns.* Each of the Partnership Entities has filed (or has obtained extensions with respect to) all material federal, state and local income and franchise tax returns required to be filed through the date of this Agreement, which such returns are complete and correct in all material respects, and has timely paid all taxes shown to be due pursuant to such returns, other than those (i) that, if not paid, would not have a Material Adverse Effect or (ii) that are being contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting principles. No tax deficiency has been determined adversely to any of the Partnership Entities which has had (nor do the Partnership Parties have any knowledge of any tax deficiency which, if determined adversely to any of the Partnership Entities, might have) a Material Adverse Effect.

(ww) *No Changes.* Since the date as of which information is given in the Preliminary Prospectus through the date of this Agreement, and except as may otherwise be disclosed in the Preliminary Prospectus, neither the General Partner nor any member of the Partnership Group has (i) issued or granted any securities, (ii) incurred any liability or obligation, direct, indirect or contingent, other than liabilities and obligations which were incurred in the ordinary course of business, (iii) entered into any transaction not in the ordinary course of business or (iv) declared or paid any distributions.

(xx) *Books and Records.* The Partnership Entities (i) make and keep books, records and accounts, that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the Partnership Entities and (ii) maintain a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management’s general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with accounting principles generally accepted in the United States and to maintain accountability for the Partnership’s consolidated assets, (C) access to assets is permitted only in accordance with management’s general or specific authorization and (D) the recorded accountability for assets is compared with

existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(yy) *No Default*. None of the Partnership Entities is (i) in violation of its certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement or any other organizational or governing documents; (ii) in breach or default in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default, in the performance or observance of any term, covenant or condition contained in any bond, debenture, note or any other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject or (iii) in violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or its property or assets or has failed to obtain any license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business, in the case of clauses (ii) and (iii) as would, if continued, have a Material Adverse Effect, or could materially impair the ability of any of the Partnership Entities to perform their respective obligations under the Debt Documents. To the knowledge of the Partnership Parties, no third party to any indenture, mortgage, deed of trust, loan agreement, guarantee, lease or other agreement or instrument to which any of the Partnership Entities is a party or by which any of them are bound or to which any of their properties are subject, is in default under any such agreement, which breach, default or violation would, if continued, have a Material Adverse Effect.

(zz) *Environmental Compliance*. Except as described in the Preliminary Prospectus and the Prospectus, the Partnership Entities and their subsidiaries (i) are in compliance with any and all applicable federal, state and local laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legally enforceable requirements relating to the protection of human health and safety, the environment or natural resources or imposing liability or standards of conduct concerning any Hazardous Materials (as defined below) ("Environmental Laws"), (ii) have received or timely applied for and, as necessary and applicable, maintained all permits required of them under applicable Environmental Laws to conduct their respective businesses, (iii) are in compliance with all terms and conditions of any such permits, (iv) do not have any liability in connection with the release into the environment of any Hazardous Material and (v) have not been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or any other analogous state Superfund statute, except where such noncompliance with Environmental Laws, failure to receive and maintain required permits, failure to comply with the terms and conditions of such permits, liability in connection with such releases or naming as a potentially responsible party under CERCLA would not, individually or in the aggregate, have a Material Adverse Effect. The term "Hazardous Material" means (A) any "hazardous substance" as defined in CERCLA, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum product, (D) any polychlorinated biphenyl and (E) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any other Environmental Law. Except as described in the Preliminary Prospectus and the Prospectus, (A) none of the Partnership Entities are a party to a proceeding under Environmental Laws in which a

governmental authority is also a party, other than such proceedings regarding which it believes no monetary penalties of \$100,000 or more ultimately will be imposed against it and (B) none of the Partnership Entities anticipates material capital expenditures relating to Environmental Laws.

(aaa) *Investment Company*. None of the Partnership Entities is, and as of the Delivery Date and, after giving effect to the offer and sale of the Securities to be sold by the Issuers hereunder and application of the net proceeds from such sale as described in the Preliminary Prospectus and the Prospectus under the caption "Use of Proceeds," none of them will be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the rules and regulations of the Commission thereunder.

(bbb) *Certificates*. Each certificate signed by or on behalf of any of the Partnership Entities and delivered to the Underwriters or counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by each such Partnership Entity to the Underwriters as to the matters covered thereby.

(ccc) *No Legal Actions or Violations*. Except as described in the Preliminary Prospectus, there is (i) no action, suit or proceeding before or by any court, arbitrator or governmental agency, body or official, domestic or foreign, now pending or, to the knowledge of the Partnership Parties, threatened, to which any member of the Partnership Entities is or may be a party or to which the business, property or assets of any of the Partnership Entities is or may be subject, (ii) no statute, rule, regulation or order that has been enacted, adopted or issued by any governmental agency or that has been proposed by any governmental agency and (iii) no injunction, restraining order or order of any nature issued by a federal or state court or foreign court of competent jurisdiction to which any member of the Partnership Entities is or may be subject, that, in the case of clauses (i), (ii) and (iii) above, is reasonably expected to (A) have a Material Adverse Effect, (B) prevent or result in the suspension of the offering and issuance of the Securities or (C) in any manner draw into question the validity of the Debt Documents.

(ddd) *Statistical Data*. The statistical and market-related data included in the Preliminary Prospectus and the Registration Statement are based on or derived from sources which the Partnership Entities believe to be reliable and accurate.

(eee) *Disclosure Controls and Procedures*. The Partnership has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act), which (A) are designed to ensure that material information relating to the Partnership, including its consolidated subsidiaries, is made known to the Partnership's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared, (B) have been evaluated for effectiveness as of September 30, 2008 and (C) are effective in all material respects to perform the functions for which they were established.

(fff) *Internal Control Over Financial Reporting*. Since the date of the audited balance sheet of the Partnership and its consolidated subsidiaries reviewed or audited by Ernst & Young LLP and the audit committee of the board of directors of the General Partner, (i) the Partnership has not been advised of (A) any significant deficiencies in the design or operation of internal control over financial reporting that could adversely affect the ability of the Partnership and each of its subsidiaries to record, process, summarize and report financial data, or any material

weaknesses in internal control over financial reporting and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of the Partnership and each of its subsidiaries, and (ii) there have been no changes in internal control over financial reporting, including any corrective actions with regard to significant deficiencies and material weaknesses, that has materially affected, or is reasonably likely to materially affect, the Partnership's internal control over financial reporting.

(ggg) *No Distribution of Offering Materials.* None of the Partnership Entities have distributed nor, prior to the later to occur of the Delivery Date and completion of the distribution of the Securities, will they distribute any offering material in connection with the offering and sale of the Securities other than the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus to which the Representatives have consented in accordance with Sections 1(i) or 5(a)(vii), and any Issuer Free Writing Prospectus set forth in Annex 3 hereto.

(hhh) *Compliance with Sarbanes-Oxley.* The Partnership and the Operating Partnership are in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(iii) *FCPA.* None of the Partnership Entities, nor, to the knowledge of the Partnership Parties, any director, officer, agent, employee or other person associated with or acting on behalf of the Partnership Entities, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(jjj) *Money Laundering.* The operations of the Partnership Entities are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Partnership Entities with respect to the Money Laundering Laws is pending or, to the knowledge of the Partnership Parties, threatened, except, in each case, as would not reasonably be expected to have a Material Adverse Effect.

(kkk) *OFAC.* None of the Partnership Entities nor, to the knowledge of the Partnership Parties, any director, officer, agent, employee or affiliate of the Partnership Entities is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Operating Partnership will not directly or indirectly use the proceeds of the offering of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(III) *Stabilization*. The Partnership Entities have not taken and will not take, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of the Notes to facilitate the sale or resale of the Securities.

(mmm) *Ranking*. The Securities will be *pari passu* with all existing and future senior unsecured and unsubordinated indebtedness of the Issuers.

Section 2. Purchase of the Securities by the Underwriters.

On the basis of the representations and warranties contained in, and subject to the terms and conditions of, this Agreement, the Issuers agree to sell and each of the Underwriters, severally and not jointly, agrees to purchase from the Issuers, at a price equal to 99.395% of the principal amount thereof plus accrued interest, if any, from February 6, 2009, the principal amount of the Securities set forth opposite that Underwriter's name in Schedule 1 hereto.

The Issuers shall not be obligated to deliver any of the Securities to be delivered on the Delivery Date, except upon payment for all the Securities to be purchased on such Delivery Date as provided herein.

Section 3. Offering of Securities by the Underwriters.

Upon authorization by the Representatives of the release of the Securities, the several Underwriters propose to offer the Securities for sale upon the terms and conditions to be set forth in the Prospectus.

Section 4. Delivery of and Payment for the Securities.

Delivery of and payment for the Securities shall be made at the offices of Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, beginning at 8:30 a.m., Houston, Texas time, on the third full business day following the date of this Agreement or at such other date or place as shall be determined by agreement between the Representatives and the Issuers. This date and time are sometimes referred to as the "Delivery Date." Delivery of the Securities shall be made to the Representatives for the account of each Underwriter against payment by the several Underwriters through the Representatives of the respective aggregate purchase price of the Securities being sold by the Issuers to or upon the order of the Operating Partnership by wire transfer in immediately available funds to the accounts specified by the Operating Partnership. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. The Issuers shall deliver the Securities through the facilities of The Depository Trust Company ("DTC"). The Securities shall be evidenced by one or more certificates in global form registered in the name of Cede & Co., as DTC's nominee, and having an aggregate principal amount corresponding to the aggregate principal amount of the Securities.

Section 5. Further Agreements of the Partnership Parties and the Underwriters.

(a) Each of the Partnership Parties, jointly and separately, covenants and agrees with each Underwriter:

(i) *Preparation of Prospectus and Registration Statement.* (A) To prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement or, if applicable, such earlier time as may be required by Rule 430B under the Securities Act; (B) to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the Delivery Date except as permitted herein; (C) to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed and to furnish the Representatives with copies thereof; (D) to file promptly all reports and other documents required to be filed by the Issuers with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; (E) to advise the Representatives, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Registration Statement, the Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus or for additional information; (F) in the event of the issuance of any stop order or of any order preventing or suspending the use of the Registration Statement, the Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus or suspending any such qualification, to use promptly its reasonable best efforts to obtain its withdrawal; and (G) to pay any fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(ii) *Term Sheet.* The Issuers will prepare a final term sheet containing solely a description of the Securities, substantially in the form of Annex 1 hereto, and approved by the Representatives and file such term sheet pursuant to Rule 433(d) of the Rules and Regulations within the time period prescribed by such Rule.

(iii) *Conformed Copies of Registration Statement.* At the request of the Representatives, to furnish promptly to each of the Underwriters and to counsel for the Underwriters a conformed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith.

(iv) *Copies of Documents to Underwriters.* To deliver promptly to the Representatives such number of the following documents as the Representatives shall reasonably request: (A) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto (in each case excluding exhibits other than this Agreement), (B) each Preliminary Prospectus, the Prospectus and any amended or supplemented Prospectus, (C) each Issuer Free Writing Prospectus and (D) other than documents available via EDGAR (as defined herein), any document

incorporated by reference in the Preliminary Prospectus or the Prospectus (excluding exhibits thereto); and, if the delivery of a prospectus is required at any time after the date hereof in connection with the offering or sale of the Securities or any other securities relating thereto (or in lieu thereof, the notice referred to in Rule 173(a)) and if at such time any events shall have occurred as a result of which the Pricing Disclosure Package or the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary to amend the Registration Statement or amend or supplement the Pricing Disclosure Package or the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act or the Exchange Act or with a request from the Commission, to notify the Representatives and, upon its request, to file such document required to be filed under the Securities Act or the Exchange Act and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended Registration Statement or amended or supplemented Pricing Disclosure Package or the Prospectus that will correct such statement or omission or effect such compliance.

(v) *Filing of Amendment or Supplement.* To file promptly with the Commission any amendment or supplement to the Registration Statement or the Pricing Disclosure Package or the Prospectus that may, in the reasonable judgment of the Issuers or the Representatives, be required by the Securities Act or the Exchange Act or requested by the Commission.

(vi) *Copies of Amendments or Supplements.* Prior to filing with the Commission any amendment to the Registration Statement or amendment or supplement to the Pricing Disclosure Package or the Prospectus, any document incorporated by reference in the Pricing Disclosure Package or the Prospectus, any amendment to any document incorporated by reference in the Pricing Disclosure Package or the Prospectus or any prospectus pursuant to Rule 424(b) of the Rules and Regulations, to furnish a copy thereof to the Representatives and counsel for the Underwriters and not to file any such document to which the Representatives shall reasonably object promptly after having been given reasonable notice of the proposed filing thereof unless, in the judgment of counsel to the Issuers, such filing is required by law.

(vii) *Issuer Free Writing Prospectus.* Not to make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Representatives.

(viii) *Retention of Issuer Free Writing Prospectus.* To retain in accordance with the Rules and Regulations all Issuer Free Writing Prospectuses not required to be filed pursuant to the Rules and Regulations; and if at any time after the date hereof any events shall have occurred as a result of which any Issuer Free Writing Prospectus, as then amended or supplemented, would conflict with the information in the Registration Statement, the Preliminary Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make

the statements therein, in the light of the circumstances under which they were made, not misleading, or, if for any other reason it shall be necessary to amend or supplement any Issuer Free Writing Prospectus, to notify the Representatives and, upon its request, to file such document and to prepare and furnish without charge to each Underwriter as many copies as the Representatives may from time to time reasonably request of an amended or supplemented Issuer Free Writing Prospectus that will correct such conflict, statement or omission or effect such compliance.

(ix) *Reports to Securityholders.* As soon as practicable after the Effective Date, to make generally available via the Commission's Electronic Data Gathering, Analysis and Retrieval (EDGAR) System, to the Partnership's securityholders and the Representatives an earnings statement of the Partnership and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Issuers, Rule 158).

(x) *Copies of Reports.* For a period of two years following the Effective Date, to furnish, or to make available via EDGAR, to the Representatives copies of all materials furnished by the Issuers to their respective securityholders and all reports and financial statements furnished by the Issuers to the principal national securities exchange or automated quotation system upon which the Securities may be listed pursuant to requirements of or agreements with such exchange or system or to the Commission pursuant to the Exchange Act or any rule or regulation of the Commission thereunder.

(xi) *Blue Sky Registration.* Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Securities for offering and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities; *provided* that in connection therewith no Partnership Entity shall be required to (A) qualify as a foreign limited partnership or limited liability company in any jurisdiction where it would not otherwise be required to qualify or (B) to file a general consent to service of process in any jurisdiction.

(xii) *Application of Proceeds.* To apply the net proceeds from the sale of the Securities being sold by the Issuers as set forth in the Prospectus.

(xiii) *Investment Company.* To take such steps as shall be necessary to ensure that neither the General Partner nor any member of the Partnership Group shall become an "investment company" as defined in the Investment Company Act.

(xiv) *No Stabilization or Manipulation.* To not directly or indirectly take any action designed to or which constitutes or which might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of the Securities to facilitate the sale or resale of the Securities.

(xv) *DTC.* The Issuers agree to comply with all the terms and conditions of all agreements set forth in the representation letters of the Issuers to DTC relating to the approval of the Securities by DTC for "book-entry" transfer.

(xvi) *Lock-Up*. Until 30 days following the date of the Prospectus, the Issuers will not, without the prior written consent of the Representatives, directly or indirectly, issue, sell, offer to sell, grant any option for the sale of or otherwise dispose of, any debt securities (other than the Notes and bank borrowings) in the same market as the Notes.

(b) Each Underwriter severally agrees that such Underwriter shall not include any “issuer information” (as defined in Rule 433 of the Rules and Regulations) in any “free writing prospectus” (as defined in Rule 405 of the Rules and Regulations but excluding any Issuer Free Writing Prospectus, including any road show constituting a free writing prospectus under Rule 433 of the Rules and Regulations in connection with the offer and sale of the Securities) used or referred to by such Underwriter without the prior consent of the Issuers (any such issuer information with respect to whose use the Issuers have given their consent, “Permitted Issuer Information”); *provided that* (i) no such consent shall be required with respect to any such issuer information contained in any document filed by the Issuers with the Commission prior to the use of such free writing prospectus and (ii) “issuer information,” as used in this Section 5(b), shall not be deemed to include information prepared by or on behalf of such Underwriter on the basis of or derived from issuer information (including the information contained in the final term sheet prepared and filed pursuant to Section 5(a)(ii)).

Section 6. Expenses.

The Issuers covenant and agree, whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, to pay all costs, expenses, fees and taxes incident to and in connection with (a) the authorization, issuance, sale and delivery of the Securities and any stamp duties or other taxes payable in that connection; (b) the preparation, printing and filing under the Securities Act of the Registration Statement and any amendments and exhibits thereto, the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus, the Form T-1 and any amendment or supplement thereto; (c) the distribution of the Registration Statement as originally filed and each amendment thereto and any post-effective amendments thereof (including, in each case, exhibits), the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto or any document incorporated by reference therein, all as provided in this Agreement; (d) the production and distribution of this Agreement, the Indenture, any supplemental agreement among Underwriters and any other related documents in connection with the offering, purchase, sale and delivery of the Securities; (e) the filing fees incident to securing any required review by the Financial Industry Regulatory Authority, Inc. of the terms of sale of the Securities; (f) the listing of the Securities on the NYSE and/or any other exchange; (g) the qualification of the Securities under the securities laws of the several jurisdictions as provided in Section 5(a)(xi) and the preparation, printing and distribution of a Blue Sky Memorandum (including related fees and expenses of counsel to the Underwriters); (h) any fees required to be paid to rating agencies in connection with the rating of the Notes; (i) the fees, costs and expenses of the Trustee, any agent of the Trustee and any paying agent (including related fees and expenses of a counsel to such parties); (j) the printing of certificates representing the Securities; (k) the investor presentations on any “road show” undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with any electronic roadshow, travel and lodging expenses of the representatives and officers of the Partnership Entities and any such consultants and the cost of any aircraft chartered in connection with the road show; and

(j) all other costs and expenses incident to the performance of the obligations of the Partnership Parties under this Agreement; *provided that*, except as provided in this Section 6 and in Sections 8 and 11 hereof, the Underwriters shall pay their own costs and expenses, including the costs and expenses of their counsel, any transfer taxes on the Securities which they may sell and the expenses of advertising any offering of the Securities made by the Underwriters.

Section 7. Conditions of Underwriters' Obligations.

The respective obligations of the Underwriters hereunder are subject to the accuracy, when made and on the Delivery Date, of the representations and warranties of the Partnership Parties contained herein, to the performance by the Partnership Parties of their respective obligations hereunder, and to each of the following additional terms and conditions:

(a) The Prospectus shall have been timely filed with the Commission in accordance with Section 5(a)(i); the Issuers shall have complied with all filing requirements applicable to any Issuer Free Writing Prospectus used or referred to after the date hereof; no stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus shall have been issued and no proceeding for such purpose shall have been initiated or threatened by the Commission; and any request of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been disclosed to the Representatives and complied with to the Representatives' reasonable satisfaction; and the Commission shall not have notified the Issuers of any objection to the use of the form of the Registration Statement.

(b) No Underwriter shall have discovered and disclosed to the Issuers on or prior to such Delivery Date that the Registration Statement, the Prospectus or the Pricing Disclosure Package, or any amendment or supplement thereto, contains an untrue statement of a fact which, in the reasonable opinion of counsel to the Underwriters, is material or omits to state a fact which, in the reasonable opinion of such counsel, is material and is required to be stated therein or in the documents incorporated by reference therein or is necessary to make the statements therein (with respect to the Prospectus and the Pricing Disclosure Package, in the light of the circumstances under which they were made) not misleading.

(c) All corporate, partnership and limited liability company proceedings and other legal matters incident to the authorization, form and validity of the Debt Documents, the Registration Statement, the Prospectus and any Issuer Free Writing Prospectus, and all other legal matters relating to the Debt Documents and the transactions contemplated thereby shall be reasonably satisfactory in all material respects to counsel for the Underwriters, and the Partnership Entities shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) Vinson & Elkins L.L.P. shall have furnished to the Representatives their written opinion, as counsel to the Issuers, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives and its counsel, substantially in the form attached hereto as Exhibit A.

(e) Ballard Spahr Andrews & Ingersoll LLP shall have furnished to the Representatives their written opinion, as counsel to Sunoco, Inc. and its subsidiaries (other than the Partnership

Group) and as local counsel for opining as to the law of Pennsylvania, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives and its counsel, substantially in the form attached hereto as Exhibit B.

(f) The Representatives shall have received from Bruce D. Davis, Jr., Esq., General Counsel of the General Partner, a letter, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives and its counsel, substantially in the form attached hereto as Exhibit C.

(g) The Representatives shall have received from Andrews Kurth LLP, counsel for the Underwriters, such opinion or opinions, dated such Delivery Date, with respect to the issuance and sale of the Securities, the Registration Statement, the Prospectus and the Pricing Disclosure Package and other related matters as the Representatives may reasonably require, and the Issuers shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(h) At the time of execution of this Agreement, the Representatives shall have received from Ernst & Young LLP a letter or letters, in form and substance satisfactory to the Representatives, addressed to the Underwriters and dated the date hereof (i) confirming that they are an independent registered public accounting firm within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Commission and the PCAOB and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission and (ii) stating, as of the date hereof (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Preliminary Prospectus, as of a date not more than four (4) days prior to the date hereof), the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings.

(i) With respect to the letter or letters of Ernst & Young LLP referred to in the preceding paragraph and delivered to the Representatives concurrently with the execution of this Agreement (the "initial letter"), the Issuers shall have furnished to the Representatives a letter (the "bring-down letter") of such accountants, addressed to the Underwriters and dated such Delivery Date (i) confirming that they are an independent registered public accounting firm within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Commission and the PCAOB and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the date of the bring-down letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not more than three (3) days prior to the date of the bring-down letter), the conclusions and findings of such firm with respect to the financial information and other matters covered by the initial letter and (iii) confirming in all material respects the conclusions and findings set forth in the initial letter.

(j) On the Delivery Date, there shall have been furnished to the Representatives certificates, dated such Delivery Date and addressed to the Underwriters, signed on behalf of (i) the General Partner by the chief executive officer and the chief financial officer of the General

Partner and (ii) the OLP GP by the chief executive officer and the chief financial officer of the OLP GP, stating, in each case with respect to the entities covered by the certificate, that:

(1) the representations, warranties and agreements of the Partnership Parties contained in this Agreement in Section 1 are true and correct on and as of such Delivery Date, and the Partnership Parties have complied with all the agreements contained in this Agreement and satisfied all the conditions on their part to be performed or satisfied hereunder at or prior to such Delivery Date;

(2) the Prospectus has been timely filed with the Commission in accordance with Section 5(a)(i) of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued; and no proceedings for that purpose have been instituted or, to the knowledge of such officers, threatened by the Commission; all requests of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise has been complied with; and the Commission has not notified the Issuers of any objection to the use of the form of the Registration Statement or any post-effective amendment thereto;

(3) no event contemplated by subsections (k)(i), (k)(ii) or (l) of this Section 7 has occurred in respect of the Partnership Entities; and

(4) they have carefully examined the Registration Statement, the Prospectus and the Pricing Disclosure Package, and, in their opinion, (A) (i) the Registration Statement, including the documents incorporated by reference therein, as of the most recent Effective Date, (ii) the Prospectus, including the documents incorporated by reference therein, as of its date and on the Delivery Date and (iii) the Pricing Disclosure Package, as of the Applicable Time, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary in order to make the statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading, and (B) since the Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus that has not been so set forth.

(k) None of the Partnership Entities shall have sustained, since the date of the latest audited financial statements included or incorporated by reference in the Preliminary Prospectus (i) any material loss or interference with its business from fire, explosion, flood, accident or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree, otherwise than as set forth or contemplated in the Preliminary Prospectus, or shall have become a party to or the subject of any litigation, court or governmental action, investigation, order or decree that is materially adverse to the Partnership Entities, taken as whole, or (ii) any change or decrease specified in the letter or letters referred to in paragraph (h) or (i) of this Section 7, or any change, or any development involving a prospective material adverse change, in or affecting the general affairs, operations, properties, business, prospects, capitalization, management, condition (financial or otherwise), securityholders' equity or results of operations or net worth of the Partnership Entities, taken as a whole, other than as set forth or contemplated in the Preliminary Prospectus, the effect of which, in any such case described in clause (i) or (ii), is, in the reasonable judgment of the

Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities being delivered on such Delivery Date on the terms and in the manner contemplated in the Prospectus.

(l) Subsequent to the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the debt securities of any of the Partnership Entities that are rated by any “nationally recognized statistical rating or organization” (as that term is defined by the Commission for purposes of Rule 436(g)(2) of the Rules and Regulations) and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any debt securities of any of the Partnership Entities.

(m) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the events described in Section 10(i)-(iv) hereof.

(n) If any event shall have occurred on or prior to the Delivery Date that requires the Issuers under Section 5(a)(v) to prepare an amendment or supplement to the Prospectus, such amendment or supplement shall have been prepared, the Representatives shall have been given a reasonable opportunity to comment thereon as provided in Section 5(a)(vi) hereof, and copies thereof shall have been delivered to the Representatives reasonably in advance of such Delivery Date.

(o) The Partnership Parties shall have furnished the Representatives such additional documents and certificates as the Representatives or counsel for the Underwriters may reasonably request.

All opinions, letters, documents, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to the Representatives and to counsel for the Underwriters.

Section 8. Indemnification and Contribution.

(a) Each of the Partnership Parties, jointly and severally, shall indemnify and hold harmless each Underwriter, its officers, directors and employees and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Securities), to which that Underwriter, officer, director, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in (A) the Preliminary Prospectus, the Registration Statement, the Prospectus or in any amendment or supplement thereto or (B) any Issuer Free Writing Prospectus or in any amendment or supplement thereto or (C) any Permitted Issuer Information used or referred to in any “free writing prospectus” (as defined in Rule 405 of the Rules and Regulations) used or referred to by any Underwriter, (D) any “road show” (as defined in Rule 433 of the Rules and Regulations) not constituting an Issuer Free Writing Prospectus (a “Non-Prospectus Road Show”) or (E) any Blue Sky application or other document prepared or executed by the Partnership Parties (or based upon any written information furnished by the

Partnership Parties for use therein) specifically for the purpose of qualifying any or all of the Securities under the securities laws of any state or other jurisdiction (any such application, document or information being hereinafter called a “Blue Sky Application”), (ii) the omission or alleged omission to state in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Permitted Issuer Information, any Non-Prospectus Road Show or any Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (in the case of all of the foregoing, other than the Registration Statement, in the light of the circumstances under which they were made) not misleading, or (iii) any act or failure to act or any alleged act or failure to act by any Underwriter in connection with, or relating in any manner to, the Securities or the offering contemplated hereby, and which is included as part of or referred to in any loss, claim, damage, liability or action arising out of or based upon matters covered by clause (i) or (ii) above (provided that the Partnership Parties shall not be liable under this clause (iii) to the extent that it is determined in a final judgment by a court of competent jurisdiction that such loss, claim, damage, liability or action resulted directly from any such acts or failures to act undertaken or omitted to be taken by such Underwriter through its gross negligence or willful misconduct), and shall reimburse each Underwriter and each such officer, director, employee or controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter, officer, director, employee or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided, however*, that the Partnership Parties shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus, or in any such amendment or supplement thereto or in any Permitted Issuer Information, any Non-Prospectus Road Show or any Blue Sky Application, in reliance upon and in conformity with written information concerning such Underwriter furnished to the Issuers through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information consists solely of the information specified in Section 8(e) hereof. The foregoing indemnity agreement is in addition to any liability which the Partnership Parties may otherwise have to any Underwriter or to any officer, director, employee or controlling person of that Underwriter.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Partnership Parties, their respective employees, the officers and directors of the General Partner, and each person, if any, who controls the Partnership Parties within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Partnership Parties or any such officer, director, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Non-Prospectus Road Show or Blue Sky Application, or (ii) the omission or alleged omission to state in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Non-Prospectus Road Show or Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only

to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Underwriter furnished to the Issuers through the Representatives by or on behalf of that Underwriter specifically for inclusion therein, which information is limited to the information set forth in Section 8(e) hereof. The foregoing indemnity agreement is in addition to any liability that any Underwriter may otherwise have to the Partnership Parties or any such officer, director, employee or controlling person.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; *provided, however*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent it has been materially prejudiced by such failure and, *provided, further*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that the Representatives shall have the right to employ counsel to represent jointly the Representatives and those other Underwriters and their respective officers, directors, employees and controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriters against the Partnership Parties under this Section 8 if, (i) the Partnership Parties and the Underwriters shall have so mutually agreed; (ii) the Partnership Parties have failed within a reasonable time to retain counsel reasonably satisfactory to the Underwriters; (iii) the Underwriters and their respective directors, officers, employees and controlling persons shall have reasonably concluded that there may be legal defenses available to them that are different from or in addition to those available to the Partnership Parties; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Underwriters or their respective directors, officers, employees or controlling persons, on the one hand, and the Partnership Parties, on the other hand, and representation of both sets of parties by the same counsel would be inappropriate due to actual or potential differing interests between them, and in any such event the fees and expenses of such separate counsel shall be paid by the Partnership Parties. No indemnifying party shall (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any findings of fact or admissions of fault or culpability as to the indemnified party, or (ii) be liable for any settlement of any such

action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with the consent of the indemnifying party or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or 8(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Partnership Parties, on the one hand, and the Underwriters on the other, from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership Parties, on the one hand, and the Underwriters on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Partnership Parties, on the one hand, and the Underwriters on the other, with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Securities purchased under this Agreement (before deducting expenses) received by the Operating Partnership, as set forth in the table on the cover page of the Prospectus, on the one hand, and the total underwriting discounts and commissions received by the Underwriters with respect to the Securities purchased under this Agreement, as set forth in the table on the cover page of the Prospectus, on the other hand. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Partnership Parties or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Partnership Parties and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 8(d) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 8(d) shall be deemed to include, for purposes of this Section 8(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8(d), no Underwriter shall be required to contribute any amount in excess of the amount by which the net proceeds from the sale of the Securities underwritten by it exceeds the amount of any damages that such Underwriter has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 8(d) are several in proportion to their respective underwriting obligations and not joint.

(e) The Underwriters severally confirm and the Partnership Parties acknowledge and agree that the statements regarding delivery of the Securities by the Underwriters set forth on the cover page of, and the concession and reallowance figures and the paragraph relating to stabilization by the Underwriters appearing under the caption "Underwriting" in, the Preliminary Prospectus and the Prospectus are correct and constitute the only information concerning such Underwriters furnished in writing to the Issuers by or on behalf of the Underwriters specifically for inclusion in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Non-Prospectus Road Show.

Section 9. Defaulting Underwriters.

If, on any Delivery Date, any Underwriter defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriters shall be obligated to purchase the Securities that the defaulting Underwriter agreed but failed to purchase on such Delivery Date in the respective proportions which the principal amount of the Securities set forth opposite the name of each remaining non-defaulting Underwriter in Schedule 1 hereto bears to the total principal amount of Securities set forth opposite the names of all the remaining non-defaulting Underwriters in Schedule 1 hereto; *provided, however*, that the remaining non-defaulting Underwriters shall not be obligated to purchase any of the Securities on such Delivery Date if the total principal amount of Securities that the defaulting Underwriter or Underwriters agreed but failed to purchase on such date exceeds 10% of the aggregate principal amount of Securities to be purchased on such Delivery Date. If the foregoing maximums are exceeded, the remaining non-defaulting Underwriters, or those other underwriters satisfactory to the Representatives who so agree, shall have the right, but shall not be obligated, to purchase, in such proportion as may be agreed upon among them, the total aggregate principal amount of Securities to be purchased on such Delivery Date. If the remaining Underwriters or other underwriters satisfactory to the Representatives do not elect to purchase the Securities that the defaulting Underwriter or Underwriters agreed but failed to purchase on such Delivery Date, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Partnership Parties, except that the Partnership Parties will continue to be liable for the payment of expenses to the extent set forth in Sections 6 and 11. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context requires otherwise, any party not listed in Schedule 1 hereto that, pursuant to this Section 9, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Partnership Parties for damages caused by its default. If other Underwriters are obligated or agree to purchase the Securities of a defaulting or withdrawing Underwriter, either the Representatives or the Issuers may postpone the Delivery Date for up to seven (7) full business days in order to effect any changes that in the opinion of counsel for the Issuers or counsel for the Underwriters may be necessary in the Registration Statement, the Prospectus, the Pricing Disclosure Package or in any other document or arrangement.

Section 10. Termination.

The obligations of the Underwriters hereunder may be terminated by the Representatives by notice given to and received by the Issuers prior to delivery of and payment for the Securities,

if at any time prior to such delivery and payment, (i) trading in any securities of the Issuers shall have been suspended on any exchange or in the over-the-counter market by the Commission or the NYSE, (ii) trading in securities generally on the NYSE, NYSE Alternext US, or in the over-the-counter market shall have been suspended or limited or minimum prices shall have been established on any such exchange or market by the Commission, by such exchange, or by any other regulatory body or governmental authority, (iii) a banking moratorium shall have been declared either by Federal or New York state authorities, or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis, the effect of which on financial markets in the United States is such as to make it, in the judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated in the Preliminary Prospectus or the Final Prospectus.

Section 11. Reimbursement of Underwriters' Expenses.

If the Issuers shall fail to tender the Securities for delivery to the Underwriters by reason of any failure, refusal or inability on the part of any of the Partnership Parties to perform any agreement on its part to be performed, or because any other condition to the Underwriters' obligations hereunder required to be fulfilled by any of the Partnership Parties is not fulfilled for any reason the Partnership Parties will reimburse the Underwriters for all reasonable out-of-pocket expenses (including fees and disbursements of counsel) incurred by the Underwriters in connection with this Agreement and the proposed purchase of the Securities, and upon demand the Partnership Parties shall pay the full amount thereof to the Representatives. If this Agreement is terminated (i) pursuant to Section 10(ii), (iii) or (iv) or (ii) pursuant to Section 9 by reason of the default of one or more Underwriters, the Partnership Parties shall not be obligated to reimburse any Underwriter, in the case of clause (i) of this sentence, or any defaulting Underwriter, in the case of clause (ii) of this sentence, on account of the expenses described in the first sentence of this section.

Section 12. Research Independence.

The Partnership Parties acknowledge that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Partnership Parties and/or the offering that differ from the views of their respective investment banking divisions. The Partnership Parties hereby waive and release, to the fullest extent permitted by law, any claims that the Partnership Parties may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Partnership Parties by such Underwriters' investment banking divisions. The Partnership Parties acknowledge that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

Section 13. No Fiduciary Duty.

The Partnership Parties acknowledge and agree that in connection with this offering, sale of the Securities or any other services the Underwriters may be deemed to be providing hereunder, notwithstanding any preexisting relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by the Underwriters: (i) no fiduciary or agency relationship between the Partnership Entities and any other person, on the one hand, and the Underwriters, on the other, exists; (ii) the Underwriters are not acting as advisors, expert or otherwise, to any of the Partnership Entities, including, without limitation, with respect to the determination of the public offering price of the Securities, and such relationship between the Partnership Entities, on the one hand, and the Underwriters, on the other, is entirely and solely commercial, based on arms-length negotiations; (iii) any duties and obligations that the Underwriters may have to the Partnership Entities shall be limited to those duties and obligations specifically stated herein; and (iv) the Underwriters and their respective affiliates may have interests that differ from those of the Partnership Entities. The Partnership Parties hereby waive any claims that they may have against the Underwriters with respect to any breach of fiduciary duty in connection with this offering of the Securities.

Section 14. Notices, Etc.

All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Underwriters, shall be delivered or sent by mail or facsimile transmission to: (i) Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel, Fax: (212) 816-7912 and (ii) UBS Securities LLC, 677 Washington Boulevard, Stamford, Connecticut 06901, Attention: Fixed Income Syndicate Department, Fax: (203) 719-0495;

(b) if to the Partnership Parties, shall be delivered or sent by mail or facsimile transmission to Sunoco Logistics Partners Operations L.P., Mellon Bank Center, 1735 Market Street, Suite LL, Philadelphia, Pennsylvania 19103, Attention: Deborah M. Fretz, President (Fax: 215-977-3902);

provided, however, that any notice to an Underwriter pursuant to Section 8(c) shall be delivered or sent by mail or facsimile transmission to such Underwriter at its address set forth in its acceptance telex to the Representatives, which address will be supplied to any other party hereto by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Partnership Parties shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Underwriters by the Representatives.

Section 15. Persons Entitled to Benefit of Agreement.

This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Partnership Parties and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (A) the representations, warranties, indemnities and agreements of the Partnership Parties contained in this Agreement shall also be deemed to be for the benefit of the directors, officers and employees

of the Underwriters and each person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Securities Act and (B) the indemnity agreement of the Underwriters contained in Section 8(b) of this Agreement shall be deemed to be for the benefit of the directors of the General Partner, the officers of the General Partner who have signed the Registration Statement and any person controlling the Partnership Parties within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 15, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 16. Survival.

The respective indemnities, representations, warranties and agreements of the Partnership Parties and the Underwriters contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

Section 17. Definition of the Terms “Business Day” “Subsidiary” and “Affiliate”.

For purposes of this Agreement, (a) “business day” means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close and (b) “subsidiary” and “affiliate” have their respective meanings set forth in Rule 405 of the Rules and Regulations.

Section 18. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 19. Counterparts.

This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

Section 20. Headings.

The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[Signature pages follow]

If the foregoing correctly sets forth the agreement among the Partnership Parties and the Underwriters, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

“*OLP GP*”

SUNOCO LOGISTICS PARTNERS GP LLC

By: /s/ Deborah M. Fretz
Deborah M. Fretz
President and Chief Executive Officer

“*Operating Partnership*”

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

By: Sunoco Logistics Partners GP LLC,
its general partner

By: /s/ Deborah M. Fretz
Deborah M. Fretz
President and Chief Executive Officer

“*General Partner*”

SUNOCO PARTNERS LLC

By: /s/ Deborah M. Fretz
Deborah M. Fretz
President and Chief Executive Officer

“*Partnership*”

SUNOCO LOGISTICS PARTNERS L.P.

By: Sunoco Partners LLC, its general partner

By: /s/ Deborah M. Fretz
Deborah M. Fretz
President and Chief Executive Officer

Accepted:

**CITIGROUP GLOBAL MARKETS INC.
UBS SECURITIES LLC**

For themselves and as the Representatives
of the several Underwriters named
in Schedule 1 hereto

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski
Name: Brian D. Bednarski
Title: Managing Director

UBS SECURITIES LLC

By: /s/ Scott Whitney
Name: Scott Whitney
Title: Managing Director

By: /s/ Christopher Fernando
Name: Christopher Fernando
Title: Associate Director

SCHEDULE 1

<u>Underwriters</u>	<u>Principal Amount</u>
Citigroup Global Markets Inc.	\$ 61,600,000
UBS Securities LLC	61,600,000
Mitsubishi UFJ Securities International plc	6,475,000
Barclays Capital Inc.	6,475,000
Greenwich Capital Markets, Inc.	6,475,000
CREDIT SUISSE SECURITIES (USA) LLC	6,475,000
Deutsche Bank Securities Inc.	6,475,000
KeyBanc Capital Markets Inc.	6,475,000
SunTrust Robinson Humphrey, Inc.	6,475,000
Wachovia Capital Markets, LLC	6,475,000
Total	<u><u>\$175,000,000</u></u>

Schedule 1

Final Pricing Terms
Sunoco Logistics Partners Operations L.P.
Senior Notes Due 2014

Issuer	Sunoco Logistics Partners Operations L.P.
Security Type	Senior Notes
Ratings	Baa2 / BBB (stable/stable)
Principal Amount	\$175,000,000
Pricing Date	February 3, 2009
Settlement Date	February 6, 2009
Maturity Date	February 15, 2014
Treasury Benchmark	1.75% due January 31, 2014
Benchmark Price	99-17
Benchmark Yield	1.849%
Reoffer Spread to Benchmark	+690.1 bp
Reoffer Yield	8.75%
Coupon	8.75%
Reoffer Price (%)	99.995%
Gross Spread	0.60%
Price to Sunoco Logistics Partners Operations L.P.	99.395%
All-in Yield	8.901%
CUSIP / ISIN	86765B AF6 / US86765BAF67

Make-whole call	Make-Whole Call at any time at the greater of par or a discount rate of Treasury plus 50 basis points
Payment Dates	Semi-annually each February 15 and August 15, beginning August 15, 2009
Jt. Bookrunning Managers (Economics)	Citigroup Global Markets Inc. (35.2%) UBS Securities LLC (35.2%)
Co-Managers (Economics)	Mitsubishi UFJ Securities International plc (3.7%) Barclays Capital Inc. (3.7%) Greenwich Capital Markets, Inc. (3.7%) CREDIT SUISSE SECURITIES (USA) LLC (3.7%) Deutsche Bank Securities Inc. (3.7%) KeyBanc Capital Markets Inc. (3.7%) SunTrust Robinson Humphrey, Inc. (3.7%) Wachovia Capital Markets, LLC (3.7%)

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

The issuer has filed a registration statement (including a base prospectus) and a prospectus supplement, with the U.S. Securities and Exchange Commission (SEC) for this offering. Before you invest, you should read the prospectus supplement for this offering, the base prospectus in that registration statement and other documents the issuer (including its parent, Sunoco Logistics Partners L.P.) has filed with the SEC for more complete information about the issuer (including its parent, Sunoco Logistics Partners L.P.) and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at <http://www.sec.gov>. Alternatively, you may obtain a copy of the prospectus supplement from Citigroup Global Markets Inc. by calling 877-858-5407 or UBS Securities LLC by calling 877-827-6444 ext 561-3884.

ANNEX 2

JURISDICTIONS OF FORMATION AND QUALIFICATION

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Other Jurisdictions of Registration or Qualification</u>
Sunoco Partners LLC (the " <u>General Partner</u> ")	Pennsylvania	Indiana Kansas Kentucky Louisiana Maryland Michigan Mississippi New Jersey New Mexico New York Ohio Oklahoma Tennessee Texas Virginia
Sunoco Logistics Partners L.P. (the " <u>Partnership</u> ")	Delaware	Pennsylvania
Sunoco Logistics Partners GP LLC (the " <u>OLP GP</u> ")	Delaware	Pennsylvania
Sunoco Logistics Partners Operations L.P. (the " <u>Operating Partnership</u> ")	Delaware	New York Pennsylvania

Annex 2-1

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Other Jurisdictions of Registration or Qualification</u>
Sunoco Logistics Partners Operations GP LLC (the " <u>Operating GP LLC</u> ")	Delaware	Alabama Arkansas Colorado Indiana Kansas Kentucky Louisiana Maryland Michigan Mississippi New Jersey New Mexico New York North Dakota Ohio Oklahoma Pennsylvania Tennessee Texas Virginia Ontario, Canada Wyoming
Sunoco Partners Marketing & Terminals L.P. (" <u>Sunoco M&T LP</u> ")	Texas	Alabama Arkansas Colorado Indiana Kansas Kentucky Louisiana Maryland Michigan Mississippi New Jersey New Mexico New York North Dakota Ohio Oklahoma Pennsylvania Tennessee Virginia Wyoming

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Other Jurisdictions of Registration or Qualification</u>
Sunoco Pipeline L.P. ("Sunoco Pipeline LP")	Texas	Michigan New Jersey New York Ohio Oklahoma Pennsylvania
Sunoco Pipeline Acquisition LLC ("Sunoco Acquisition LLC")	Delaware	None
Sun Pipe Line Company of Delaware LLC ("Sun Pipe Line LLC")	Delaware	None

Annex 2-3

ANNEX 3

**Issuer Free Writing Prospectuses
other than those to which the Underwriters
provided their consent**

None.

Annex 3-1

EXHIBIT A

FORM OF ISSUERS' COUNSEL OPINION

(a) Each of the Partnership and the Operating Partnership has been duly formed and is validly existing in good standing as a limited partnership under the Delaware LP Act with all necessary limited partnership power and authority to own or lease its properties and to conduct its business as described in the Prospectus, in each case in all material respects. Each of the Partnership and the Operating Partnership has been duly registered or qualified as a foreign limited partnership for the transaction of business under the laws of each jurisdiction set forth opposite its name in Annex I to this opinion.

(b) Each of Sunoco Pipeline LP and Sunoco M&T LP has been duly formed and is validly existing in good standing as a limited partnership under the Texas LP Act with all necessary limited partnership power and authority to own or lease its properties and to conduct its business as described in the Prospectus, in each case in all material respects. Each of Sunoco Pipeline LP and Sunoco M&T LP has been duly registered or qualified as a foreign limited partnership for the transaction of business under the laws of each jurisdiction set forth opposite its name in Annex I to this opinion.

(c) Each of OLP GP, the Operating GP LLC, Sunoco Acquisition LLC and Sun Pipe Line LLC has been duly formed and is validly existing in good standing as a limited liability company under the Delaware LLC Act with all necessary limited liability company power and authority to own or lease its properties and to conduct its business as described in the Prospectus, in each case in all material respects. OLP GP has all necessary limited liability company power and authority to act as general partner of the Operating Partnership. Operating GP LLC has all necessary limited liability company power and authority to act as general partner of Sunoco Pipeline LP and Sunoco M&T LP. Each of OLP GP and Operating GP LLC has been duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction set forth opposite its name in Annex I to this opinion.

(d) The General Partner is the sole general partner of the Partnership with a 2.0% general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns such general partner interest free and clear of all liens, encumbrances (except restrictions on transferability as set forth in the Partnership Agreement), security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the Commonwealth of Pennsylvania naming the General Partner as debtor is on file in the office of the Secretary of the Commonwealth of the Commonwealth of Pennsylvania or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act.

(e) The General Partner owns 12,063,734 Common Units (the "Sponsor Units") and all of the Incentive Distribution Rights; all of the Sponsor Units and the limited partner interests represented thereby and the Incentive Distribution Rights have been duly authorized and validly

issued in accordance with the Partnership Agreement, and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act and except as described in the Prospectus); and the General Partner owns the Sponsor Units and the Incentive Distribution Rights free and clear of all liens, encumbrances, (except, with respect to the Incentive Distribution Rights, restrictions on transferability as set forth in the Partnership Agreement), security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the Commonwealth of Pennsylvania naming the General Partner as debtor is on file in the office of the Secretary of the Commonwealth of the Commonwealth of Pennsylvania or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act.

(f) The Notes have been duly authorized, executed and delivered by the Operating Partnership and the Guarantee has been duly authorized by the Partnership and, when the Notes have been duly authenticated and delivered to and paid for by the Underwriters in accordance with the terms of the Indenture and the Agreement, the Notes and the Guarantee will be duly and validly issued and outstanding and will constitute legally valid and binding obligations of the Operating Partnership and the Partnership, respectively, enforceable against the Operating Partnership and the Partnership in accordance with their terms and entitled to the benefits provided by the Indenture, subject as to enforceability to (i) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting the rights and remedies of creditors, (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law, and the discretion of the court before which any proceeding therefore may be brought and (iii) the potential unenforceability under certain circumstances under law or court decisions of provisions providing for the indemnification of a party with respect to a liability where such indemnification is contrary to public policy.

(g) The Partnership is the sole member of OLP GP with a 100% member interest in OLP GP; such member interest has been duly authorized and validly issued in accordance with the OLP GP LLC Agreement and is fully paid (to the extent required under the OLP GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Partnership owns such member interest free and clear of all liens, encumbrances, security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LLC Act.

(h) OLP GP is the sole general partner of the Operating Partnership with a 0.01% general partner interest in the Operating Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Operating Partnership Agreement, and OLP GP owns such general partner interest free and clear of all liens, encumbrances (except restrictions on transferability as set forth in the Operating Partnership Agreement), security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming OLP GP as a debtor is on file in the office of

Exhibit A-2

the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act.

(i) The Partnership is the sole limited partner of the Operating Partnership with a 99.99% limited partner interest in the Operating Partnership; such limited partner interest has been duly authorized and validly issued in accordance with the Operating Partnership Agreement and is fully paid (to the extent required under the Operating Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and the Partnership owns such limited partner interest free and clear of all liens, encumbrances, security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act.

(j) The Operating Partnership is the sole member of Operating GP LLC with a 100% member interest in Operating GP LLC; such member interest has been duly authorized and validly issued in accordance with the Operating GP LLC Agreement and is fully paid (to the extent required under the Operating GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Operating Partnership owns such member interest free and clear of all liens, encumbrances, security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Operating Partnership as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LLC Act.

(k) Operating GP LLC is the sole general partner of each of Sunoco Pipeline LP and Sunoco M&T LP with a 0.01% general partner interest in each; each such general partner interest has been duly authorized and validly issued in accordance with the applicable LP Subsidiary Partnership Agreement; and Operating GP LLC owns such general partner interests free and clear of all liens, encumbrances (except restrictions on transferability set forth in the applicable LP Subsidiary Partnership Agreement), security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming Operating GP LLC as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Texas LP Act.

(l) The Operating Partnership is the sole limited partner of each of Sunoco Pipeline LP and Sunoco M&T LP with a 99.99% limited partner interest in each; each such limited partner interest has been duly authorized and validly issued in accordance with the applicable LP Subsidiary Partnership Agreement and is fully paid (to the extent required under such LP Subsidiary Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 3.03 and 6.07 of the Texas LP Act); and the Operating Partnership owns such limited partner interests free and clear of all liens, encumbrances (except restrictions on transferability set forth in the applicable LP Subsidiary Partnership Agreement), security interests, charges or claims (i) in respect of which a financing statement under the Uniform

Commercial Code of the State of Delaware naming the Operating Partnership as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Texas LP Act.

(m) Sunoco Pipeline LP is the sole member of Sunoco Acquisition LLC with a 100% member interest in Sunoco Acquisition LLC; such member interest has been duly authorized and validly issued in accordance with the Sunoco Acquisition LLC Agreement and is fully paid (to the extent required under the Sunoco Acquisition LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and Sunoco Pipeline LP owns such member interest free and clear of all liens, encumbrances, security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming Sunoco Pipeline LP as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LLC Act.

(n) Sunoco Acquisition LLC is the sole member of Sun Pipe Line LLC with a 100% member interest in Sun Pipe Line LLC; such member interest has been duly authorized and validly issued in accordance with the Sun Pipe Line LLC Agreement and is fully paid (to the extent required under the Sun Pipe Line LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and Sunoco Acquisition LLC owns such member interest free and clear of all liens, encumbrances, security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming Sunoco Acquisition LLC as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LLC Act.

(o) Each of the Partnership Entities party thereto has full right, power and authority to execute and deliver the Agreement, the Notes, the notation of the Guarantee and the Indenture (collectively, the "Debt Documents") and to perform its obligations thereunder; and all partnership and limited liability company action required to be taken for the due and proper authorization, execution and delivery of each of the Debt Documents and the consummation of the transactions contemplated by the Agreement and thereby has been duly and validly taken.

(p) Each of the Original Indenture and the Second Supplemental Indenture has been duly authorized, executed and delivered by the Partnership Entities party thereto and, assuming due authorization, execution and delivery thereof by the Trustee, the Original Indenture, as supplemented and amended by the Second Supplemental Indenture, constitutes a legally valid and binding obligation of the Operating Partnership and the Partnership, enforceable against the Operating Partnership and the Partnership in accordance with its terms, subject as to enforceability to (A) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity), and (B) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

Exhibit A-4

(q) The Original Indenture, as supplemented and amended by the Second Supplemental Indenture, has been duly qualified under the Trust Indenture Act and the rules and regulations thereunder.

(r) The Agreement has been duly authorized and validly executed and delivered by the Partnership Parties.

(s) Each of the Operative Agreements (as defined below) of the applicable Partnership Group members constitutes a valid and legally binding obligation of each Partnership Group member party thereto, enforceable against each such Partnership Group member in accordance with its respective terms, subject to (A) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity) and (B) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing. The Partnership Agreement, the OLP GP LLC Agreement and the Operating Partnership Agreement are herein referred to as the "Operative Agreements."

(t) None of the offering, issuance and sale by the Issuers of the Securities, the execution, delivery and performance of the Debt Documents by the Partnership Group members that are parties thereto, or the consummation of the transactions contemplated thereby and the application of the proceeds from the sale of the Notes as described under "Use of Proceeds" in the Prospectus (i) constitutes or will constitute a violation of the agreement of limited partnership, limited liability company agreement or any other governing document of any Partnership Group member, (ii) constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) under, any agreement filed as an exhibit to the Registration Statement, the Partnership's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, the Partnership's Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2008, June 30, 2008 and September 30, 2008 or any Current Report on Form 8-K filed by the Partnership since January 1, 2008, (iii) violates or will violate the Delaware LP Act, the Delaware LLC Act, the Texas LP Act, New York law, Texas law or federal law, or (iv) results or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any Partnership Group member, which conflicts, breaches, violations, defaults or liens, in the case of clauses (ii), (iii) or (iv), would, individually or in the aggregate, have a material adverse effect on the consolidated financial condition, business, assets or results of operations of the Partnership Group taken as a whole; provided, however, that no opinion need be expressed pursuant to the preceding clause (iii) in relation to any anti-fraud laws.

(u) No permit, consent, approval, authorization, order, registration, filing or qualification ("consent") under the Delaware LP Act, the Delaware LLC Act, the Texas LP Act, Texas law, New York law or federal law is required for the offering, issuance and sale by the Issuers of the Securities, the execution, delivery and performance of the Debt Documents by each Partnership Group member party thereto, or the consummation by each Partnership Group member, as applicable, of the transactions contemplated thereby, except (i) for such consents required under the Exchange Act or under state securities or "Blue Sky" laws, as to which such counsel need not express any opinion, (ii) for such consents that have been obtained or made,

(iii) for such consents that, if not obtained or made, would not, individually or in the aggregate, have a material adverse effect on the consolidated financial condition, business, assets or results of operations of the Partnership Group taken as a whole or (iv) as disclosed in the Prospectus.

(v) The statements contained in the Pricing Disclosure Package and the Prospectus under the caption “Certain United States Federal Income Tax Considerations,” insofar as they constitute descriptions of legal proceedings or refer to statements of law or legal conclusions, are accurate and complete in all material respects, and the descriptions of the Securities and the Indenture contained in the Pricing Disclosure Package and Prospectus under the captions “Summary — The Offering,” “Description of the Notes” and “Description of the Debt Securities” are accurate in all material respects.

(w) The Registration Statement became effective upon the filing thereof under the Securities Act on November 25, 2008; to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or threatened by the Commission; and the filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by such Rule.

(x) The Registration Statement, as of the latest Effective Date, the Preliminary Prospectus, as of its date, and the Prospectus, as of its date (except for the financial statements and the notes and the schedules thereto and the other financial, accounting and related statistical data included in the Registration Statement, the Preliminary Prospectus or the Prospectus and the Form T-1 of the Trustee, as to which such counsel need not express any opinion), comply as to form in all material respects with the requirements of the Securities Act and the Rules and Regulations.

(y) To the knowledge of such counsel, (i) there are no legal or governmental proceedings pending or threatened to which any of the Partnership Entities is a party or to which any of their respective properties or assets is subject that are required to be disclosed in the Prospectus and are not so disclosed as required and (ii) there are no agreements, contracts, indentures, leases or other instruments that are required to be described in the Registration Statement, the Preliminary Prospectus or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required by the Securities Act.

(z) None of the Partnership Entities is an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

In addition, such counsel shall state that because it has not conducted any independent investigation or verification with regard to the information set forth in the Registration Statement, the Pricing Disclosure Package or the Prospectus (except to the extent set forth in paragraph (v) above), such counsel is not (except as aforesaid) passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained therein. Such counsel shall state it has participated, however, in conferences with officers and other representatives of the General Partner and the Partnership, representatives of the independent registered public accounting firm of the General Partner and the Partnership and your representatives, at which the contents of the Registration Statement, the Pricing Disclosure

Package and Prospectus and related matters were discussed. Based on the foregoing (relying as to factual matters in respect of the determination of materiality to a significant extent upon statements made by officers and other representatives of the General Partner and the Partnership), such counsel shall state no facts have come to such counsel's attention that lead such counsel to believe that (i) the Registration Statement (other than (A) the financial statements included or incorporated by reference therein, including the notes and schedules thereto and the auditors' reports thereon, (B) the other financial, accounting and related statistical data included or incorporated by reference therein and (C) the Form T-1 of the Trustee, as to which such counsel need not comment), as of the most recent Effective Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Pricing Disclosure Package (other than (A) the financial statements included or incorporated by reference therein, including the notes and schedules thereto and the auditors' reports thereon and (B) the other financial, accounting and related statistical data included or incorporated by reference therein, as to which such counsel need not comment), as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that (iii) the Prospectus (other than (A) the financial statements included or incorporated by reference therein, including the notes and schedules thereto and the auditors' reports thereon and (B) the other financial, accounting and related statistical data included or incorporated by reference therein, as to which such counsel need not comment), as of its date and the Delivery Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Such counsel's opinion may be limited to matters governed by the federal laws of the United States of America to the extent specifically referred to therein, the Delaware LP Act, the Delaware LLC Act, the laws of the State of Texas, and the laws of the State of New York and such counsel need not express any opinion as to the law of any other jurisdiction. Such counsel need not express any opinion with respect to the title of any of the Partnership Entities to any of their respective real or personal property, and such counsel need not express any opinion with respect to (i) any permits to own or operate any real or personal property or (ii) state or local taxes or tax statutes to which any of the limited partners of the Partnership Entities may be subject.

Exhibit A-7

EXHIBIT B

FORM OF OPINION PENNSYLVANIA LOCAL COUNSEL

(a) The General Partner has been duly formed and is validly subsisting as a limited liability company under the Pennsylvania LLC Act with all necessary limited liability company power and authority to own or lease its properties and assets and to conduct its business as general partner of the Partnership as described in the GP LLC Agreement and pursuant to the Pennsylvania LLC Act.

(b) The Agreement has been duly authorized and validly executed and delivered by the General Partner.

(c) None of the execution, delivery and performance of the Indenture and the Guarantee by the Partnership, the execution, delivery and performance of the Agreement by the General Partner and the Partnership, and the consummation of the transactions contemplated thereby, (i) constitutes or will constitute a violation of the GP LLC Agreement or (ii) violates or will violate any present statute, rule or regulation promulgated by the United States or the Commonwealth of Pennsylvania which in such counsel's experience is normally applicable both to limited liability companies which are not engaged in regulated business activities and to transactions of the type contemplated by the Agreement. To such counsel's knowledge, there are no orders, judgments, decrees or injunctions of any court or governmental agency or body directed to the General Partner or any of its properties in a proceeding to which it or its property is subject.

(d) No permit, consent, approval, authorization, order, registration, filing or qualification ("consent") of or with any court, governmental agency or body of the Commonwealth of Pennsylvania having jurisdiction over the General Partner or any of its properties is required for the execution, delivery and performance of the Indenture and the Guarantee by the Partnership as contemplated under the Agreement, except for such consents (i) required under the Securities Act, the Exchange Act and state securities or "Blue Sky" laws, as to which no opinion need be expressed, (ii) which have been obtained or made; (iii) which are of a routine or administrative nature; or (iv) which are disclosed in the Preliminary Prospectus and the Prospectus.

In rendering such opinion, among other customary exceptions, qualifications and limitations, such counsel may (A) rely in respect of matters of fact upon the representations of the Partnership Parties set forth in the Agreement and in certificates of officers and employees of the Partnership Parties and upon information obtained from public officials, (B) assume that all documents submitted to such counsel as originals are authentic, that all copies submitted to such counsel conform to the originals thereof, and that the signatures on all documents examined by such counsel are genuine, (C) state that such opinions are limited to federal laws (exclusive of patent law) and the laws of the Commonwealth of Pennsylvania and (D) state that such counsel expresses no opinion with respect to state or local taxes or tax statutes to which any of the limited partners of the Partnership may be subject.

Exhibit B-1

EXHIBIT C

FORM OF OPINION OF SUNOCO GENERAL COUNSEL

Such counsel shall state that he has participated in conferences with officers and other representatives of the Partnership Entities and the independent registered public accounting firm of the General Partner and the Partnership and your representatives and your counsel, at which the contents of the Registration Statement, the Pricing Disclosure Package and the Prospectus and related matters were discussed, and, although such counsel has not independently verified, is not passing on, and is not assuming any responsibility for the accuracy, completeness or fairness of, the statements contained or incorporated by reference in, the Registration Statement, the Pricing Disclosure Package and the Prospectus, based on the foregoing, no facts have come to such counsel's attention that lead such counsel to believe that (i) the Registration Statement (other than (A) the financial statements included or incorporated by reference therein, including the notes and schedules thereto and the auditors' reports thereon, (B) the other financial, accounting and related statistical data included or incorporated by reference therein and (C) the Form T-1 of the Trustee, as to which such counsel need not comment), as of the most recent Effective Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Pricing Disclosure Package (other than (A) the financial statements included or incorporated by reference therein, including the notes and schedules thereto and the auditors' reports thereon and (B) the other financial, accounting and related statistical data including or incorporated by reference therein, as to which such counsel need not comment), as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) the Prospectus (other than (A) the financial statements included or incorporated by reference therein, including the notes and schedules thereto and the auditors' reports thereon and (B) the other financial, accounting and related statistical data included or incorporated by reference therein, as to which such counsel need not comment), as of its issue date and as of the Delivery Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Exhibit C-1

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

As Issuer,

SUNOCO LOGISTICS PARTNERS L.P.

As Guarantor,

and

U.S. BANK NATIONAL ASSOCIATION,

As Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of February 6, 2009

to

Indenture dated as of December 16, 2005

\$175,000,000

8.75% Senior Notes due 2014

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THIS SECOND SUPPLEMENTAL INDENTURE dated as of February 6, 2009 is among Sunoco Logistics Partners Operations L.P., a Delaware limited partnership (the "**Partnership**"), Sunoco Logistics Partners L.P., a Delaware limited partnership (the "**Guarantor**"), and U.S. Bank National Association, a national banking association, as successor trustee (the "**Trustee**"). Each capitalized term used but not defined in this Second Supplemental Indenture shall have the meaning assigned to such term in the Original Indenture (as defined below).

RECITALS:

WHEREAS, the Partnership, the Guarantor and the Subsidiary Guarantors named therein have executed and delivered to the Trustee an Indenture dated as of December 16, 2005 (the "**Original Indenture**"), providing for the issuance by the Partnership from time to time of its debentures, notes, bonds or other evidences of indebtedness, issued and to be issued in one or more series unlimited as to principal amount (the "**Debt Securities**"), and the guarantee of the Debt Securities by one or more of the Subsidiary Guarantors and the Guarantor (the "**Guarantee**");

WHEREAS, on May 8, 2006 the Partnership issued pursuant to the Original Indenture, as supplemented and amended by the First Supplemental Indenture dated as of May 8, 2006 among the Partnership, the Subsidiary Guarantors named therein, the Guarantor and Citibank, N.A., as trustee, an initial series of Debt Securities designated the "6.125% Senior Notes due 2016," such initial series of Debt Securities being guaranteed by such Subsidiary Guarantors and the Guarantor;

WHEREAS, U.S. Bank National Association replaced Citibank, N.A. as the trustee under the Original Indenture, pursuant to the Agreement of Resignation, Appointment and Acceptance dated as of April 9, 2007 among the Partnership, Citibank, N.A. and U.S. Bank National Association;

WHEREAS, the Partnership has duly authorized and desires to issue pursuant to the Original Indenture, as supplemented and amended by this Second Supplemental Indenture, a second series of Debt Securities designated the "8.75% Senior Notes due 2014" (the "**Notes**"), all of such Notes to be guaranteed by the Guarantor as provided in Article XIV of the Original Indenture;

WHEREAS, the Partnership desires to issue the Notes pursuant to Sections 2.01 and 2.03 of the Original Indenture, which Sections permit the execution of supplemental indentures to establish the form and terms of Debt Securities of any series;

WHEREAS, pursuant to Section 9.01 of the Original Indenture, the Partnership and the Guarantor have requested that the Trustee join in the execution of this Second Supplemental Indenture to establish the form and terms of the Notes;

WHEREAS, all things necessary have been done to make the Notes, when executed by the Partnership and authenticated and delivered under the Indenture and duly issued by the Partnership, and the Guarantee of the Guarantor, when the Notes are duly issued by the Partnership, the valid obligations of the Partnership and the Guarantor, respectively, and to make

this Second Supplemental Indenture a valid agreement of the Partnership and the Guarantor enforceable in accordance with its terms.

NOW, THEREFORE, the Partnership, the Guarantor and the Trustee hereby agree that the following provisions shall supplement the Original Indenture:

**ARTICLE I.
THE NOTES**

SECTION 1.1 Form.

The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A to this Second Supplemental Indenture, which is hereby incorporated into this Second Supplemental Indenture. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Second Supplemental Indenture and to the extent applicable, the Partnership, the Guarantor and the Trustee, by their execution and delivery of this Second Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

The Notes shall be issued upon original issuance in whole in the form of one or more Global Securities (the "**Book-Entry Notes**"). Each Book-Entry Note shall represent such of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate amount of Outstanding Notes from time to time endorsed thereon and that the aggregate amount of Outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Book-Entry Note to reflect the amount, or any increase or decrease in the amount, of Outstanding Notes represented thereby shall be made by the Trustee in accordance with written instructions or such other written form of instructions as is customary for the Depository, from the Depository or its nominee on behalf of any Person having a beneficial interest in the Book-Entry Note.

The Partnership initially appoints The Depository Trust Company ("**DTC**") to act as Depository with respect to the Book-Entry Notes.

SECTION 1.2 Title, Amount and Payment of Principal and Interest.

The Notes shall be entitled the "8.75% Senior Notes due 2014." The Trustee shall authenticate and deliver (i) Notes for original issue on the date hereof (the "**Original Notes**") in the aggregate principal amount of \$175.0 million and (ii) additional Notes for original issue from time to time after the date hereof in such principal amounts as may be specified in the Partnership Order described in this sentence, provided that no such additional Notes may be issued at a price that would cause such Notes to have "original issue discount" within the meaning of the Internal Revenue Code of 1986, as amended, in each case upon a Partnership Order for the authentication and delivery thereof and satisfaction of the other provisions of Section 2.05 of the Original Indenture. Such order shall specify the amount of the Notes to be authenticated, the date on which the original issue of Notes is to be authenticated, and the name or names of the initial Holder or Holders. The aggregate principal amount of Notes that may be outstanding at any time may not exceed \$175.0 million plus such additional principal amounts as may be issued and authenticated pursuant to clause (ii) of this paragraph (except as provided in

Section 2.09 of the Indenture). Any such additional Notes issued in this manner will be consolidated with, and will form a single series with, the Original Notes.

The principal amount of each Note shall be payable on February 15, 2014. Each Note shall bear interest from the date of original issuance, or the most recent date to which interest has been paid, at the fixed rate of 8.75% per annum. The dates on which interest on the Notes shall be payable shall be February 15 and August 15 of each year, commencing August 15, 2009 in the case of the Original Notes (the “**Interest Payment Dates**”). The regular record date for interest payable on the Notes on any Interest Payment Date shall be February 1 or August 1 (the “**Regular Record Date**”), as the case may be, next preceding such Interest Payment Date.

Payments of principal of, premium, if any, and interest due on the Book-Entry Notes on any Interest Payment Date or at maturity will be made available to the Trustee by 11:00 a.m., New York City time, on such date, unless such date falls on a day which is not a Business Day, in which case such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the next Business Day. As soon as possible thereafter, the Trustee will make such payments to the Depository.

SECTION 1.3 Registrar and Paying Agent.

The Partnership initially appoints the Trustee as Registrar and paying agent with respect to the Notes. The office or agency in the City and State of New York where Notes may be presented for registration of transfer or exchange and the Place of Payment for the Notes shall initially be U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Department.

SECTION 1.4 Transfer and Exchange.

Transfer and Exchange of Notes in Definitive Form. Notes in definitive form shall be presented or surrendered for registration of transfer or exchange pursuant to Section 2.07 of the Original Indenture.

Transfer and Exchange of Global Notes. The transfer and exchange of Book-Entry Notes or beneficial interests therein shall be effected through the Depository, in accordance with Section 2.15 of the Original Indenture.

SECTION 1.5 Legends.

Each certificate evidencing the Book-Entry Notes shall bear the legend specified in Section 2.15 of the Original Indenture.

SECTION 1.6 Guarantee of the Notes.

In accordance with Article XIV of the Original Indenture, the Notes will be fully, unconditionally and absolutely guaranteed on an unsecured, unsubordinated basis by the Guarantor.

Section 14.04(a) is amended with respect to the Notes by (i) adding the words “with respect to the Notes” after the word “Default” in the final sentence thereof and (ii) substituting the words “Funded Debt” for the word “Debt” in such sentence.

SECTION 1.7 Defeasance and Discharge.

The Notes shall be subject to satisfaction and discharge and to both legal defeasance and covenant defeasance as contemplated by Article XI of the Original Indenture.

SECTION 1.8 Additional Covenants.

Pursuant to Section 9.01 of the Original Indenture, the following covenants of the Partnership are made in relation solely to the Notes by adding the following Sections to Article IV of the Original Indenture:

Section 4.12. Limitations on Liens.

(i) The Partnership will not, nor will the Partnership permit any Subsidiary to, create, assume, incur or suffer to exist any Lien upon any Principal Property, or upon any shares of capital stock of any Subsidiary owning or leasing any Principal Property, whether owned or leased on the date of the Second Supplemental Indenture or thereafter acquired, to secure any Debt of the Partnership or Debt of any other Person, other than the Notes and any other Debt Securities issued under the Indenture, without making effective provision for all the Notes outstanding under the Indenture to be secured equally and ratably with, or prior to, that Debt so long as that Debt is so secured.

There is excluded from this restriction:

(1) Permitted Liens:

(2) any Lien upon any property or asset created at the time of the acquisition of that property or asset by the Partnership or any of its Subsidiaries or within one year after that time to secure all or a portion of the purchase price for that property or asset or Debt incurred to finance the purchase price, whether that Debt was incurred prior to, at the time of or within one year after the date of the acquisition;

(3) any Lien upon any property or asset to secure all or part of the cost of construction, development, repair or improvements thereon or to secure Debt incurred prior to, at the time of, or within one year after completion of the construction, development, repair or improvements or the commencement of full operations thereof, whichever is later, to provide funds for that purpose;

(4) any Lien upon any property or asset existing thereon at the time of the acquisition thereof by the Partnership or any of its Subsidiaries, whether or not the obligations secured thereby are assumed

by the Partnership or by any of its Subsidiaries; provided, however, that the Lien only encumbers the property or asset so acquired;

(5) any Lien upon any property or asset of an entity existing thereon at the time that entity becomes a Subsidiary by acquisition, merger or otherwise; provided, however, that the Lien only encumbers the property or asset of that entity at the time it becomes a Subsidiary;

(6) any Lien upon any property or asset of the Partnership or any of its Subsidiaries in existence on the date the Notes are first issued or provided for pursuant to agreements existing on that date, including, without limitation, pursuant to the revolving credit facility of the Partnership;

(7) Liens imposed by law or order as a result of any proceeding before any court or regulatory or body that is being contested in good faith, and Liens which secure a judgment or other court-ordered award or settlement as to which the Partnership or the applicable Subsidiary has not exhausted its appellate rights;

(8) any extension, renewal, refinancing, refunding or replacement, or successive extensions, renewals, refinancings, refundings or replacements, of Liens, in whole or in part, referred to in clauses (1) through (7) above; provided, however, that any extension, renewal, refinancing, refunding or replacement Lien shall be limited to the property or asset covered by the Lien extended, renewed, refinanced, refunded or replaced and that the obligations secured by any extension, renewal, refinancing, refunding or replacement Lien shall be in an amount not greater than the amount of the obligations secured by the Lien extended, renewed, refinanced, refunded or replaced and any expenses of the Partnership and its Subsidiaries, including any premium, incurred in connection with any extension, renewal, refinancing, refunding or replacement; or

(9) any Lien resulting from the deposit of moneys or evidence of indebtedness in trust for the purpose of defeasing Debt of the Partnership or any of its Subsidiaries.

(ii) Notwithstanding the preceding, under the Indenture, the Partnership may, and may permit any Subsidiary to, create, assume, incur, or suffer to exist any Lien upon any Principal Property or upon any shares of capital stock of any Subsidiary owning or leasing any Principal Property to secure Debt of the Partnership or any other Person, other than the Notes and any other Debt Securities issued under the Indenture, that is not excepted by clauses (1) through (9) above, without securing the Notes; provided that the aggregate principal amount of all Debt then outstanding secured by that Lien and all similar Liens, together with all Attributable Indebtedness from Sale-Leaseback Transactions

(excluding Sales-Leaseback Transactions permitted by clauses (1) through (4), inclusive, of Section 4.13(i)) does not exceed 10% of Consolidated Net Tangible Assets.

Section 4.13. Restrictions on Sale-Leasebacks.

(i) The Partnership will not, and will not permit any of its Subsidiaries to, engage in the sale or transfer by the Partnership or any of its Subsidiaries of any Principal Property to a Person, other than the Partnership or any of its Subsidiaries, and the taking back by the Partnership or any Subsidiary, as the case may be, of a lease of the Principal Property (a "**Sale-Leaseback Transaction**"), unless:

(1) the Sale-Leaseback Transaction occurs within one year from the date of completion of the acquisition of the Principal Property subject thereto or the date of the completion of construction, development or substantial repair or improvement, or commencement of full operations on the Principal Property, whichever is later;

(2) the Sale-Leaseback Transaction involves a lease for a period, including renewals, of not more than three years;

(3) the Partnership or the Subsidiary would be entitled to incur Debt secured by a Lien on the Principal Property subject thereto in a principal amount equal to or exceeding the Attributable Indebtedness from the Sale-Leaseback Transaction without equally and ratably securing the Notes; or

(4) the Partnership or a Subsidiary, within a one-year period after the Sale-Leaseback Transaction, applies or causes to be applied an amount not less than the Attributable Indebtedness from the Sale-Leaseback Transaction to:

(A) the prepayment, repayment, redemption, reduction or retirement of any Debt of the Partnership or Debt of any Subsidiary that is not subordinated to the Notes; or

(B) the expenditure or expenditures for Principal Property used or to be used in the ordinary course of the Partnership's business or the business of its Subsidiaries.

(ii) Notwithstanding the preceding, the Partnership may, and may permit any Subsidiary to, effect any Sale-Leaseback Transaction that is not excepted by clauses (1) through (4), inclusive, of Section 4.13(i), provided that the Attributable Indebtedness from the Sale-Leaseback Transaction and any other Sale-Leaseback Transaction that is not so excepted, together with the aggregate principal amount of outstanding Debt, other than the Notes and any other Debt Securities issued under the Indenture, secured by Liens upon Principal Properties, or upon any shares of capital stock of any Subsidiary owning

or leasing any Principal Property, and in any case not excepted by clauses (1) through (9), inclusive, of Section 4.12(i), does not exceed 10% of the Consolidated Net Tangible Assets.

Section 4.14. Future Subsidiary Guarantors.

The Partnership shall cause each of its Subsidiaries that guarantees or becomes a co-obligor in respect of any Funded Debt of the Partnership at any time after the date of the Second Supplemental Indenture (including, without limitation, following any release of such Subsidiary pursuant to Section 14.04 of the Original Indenture from any Guarantee previously provided by it under Article XIV), to cause such Subsidiary to guarantee the Notes, but only to the extent that the Notes are not already guaranteed by such Subsidiary, by executing and delivering to the Trustee, within thirty days, a supplemental indenture substantially in the form attached to the Second Supplemental Indenture as Annex A.

SECTION 1.9 Additional Default

In accordance with Section 9.01(b) of the Original Indenture, Section 6.01 is amended solely with respect to the Notes by deleting paragraph (h) and inserting in lieu thereof:

(h) the acceleration of the maturity of any other Debt of the Partnership or any of its Subsidiaries or a default in the payment of any principal or interest in respect of any other Debt of the Partnership or any of its Subsidiaries having an outstanding principal amount of \$25 million or more individually or in the aggregate and such default shall be continuing for a period of 30 days.

SECTION 1.10 Additional Definitions

In accordance with Section 9.01 of the Original Indenture, the following terms are inserted into Section 1.01 of the Original Indenture in the appropriate alphabetical order and made applicable only to the Notes:

“Attributable Indebtedness,” when used with respect to any Sale-Leaseback Transaction, means, as at the time of determination, the present value, discounted at the rate set forth or implicit in the terms of the lease included in the transaction, of the total obligations of the lessee for rental payments, other than amounts required to be paid on account of property taxes, maintenance, repairs, insurance, assessments, utilities, operating and labor costs and other items that constitute payments for property rights, during the remaining term of the lease included in the Sale-Leaseback Transaction, including any period for which the lease has been extended. In the case of any lease that is terminable by the lessee upon the payment of a penalty or other termination payment, the amount shall be the lesser of the amount determined assuming termination upon the first date the lease may be terminated, in which case the amount shall also include the amount of the penalty or termination payment, but no rent shall be considered as required to be paid under the lease subsequent to the first date upon which it may be so terminated, or the amount determined assuming no termination.

“Consolidated Net Tangible Assets” means, at any date of determination, the total amount of assets after deducting:

(1) all current liabilities, excluding:

(A) any current liabilities that by their terms are extendable or renewable at the option of the obligor to a time more than one year after the time as of which the amount is being computed; and

(B) current maturities of long-term debt; and

(2) the value, net of any applicable reserves, of all goodwill, trade names, trademarks, patents and other like intangible assets,

all as set forth, or as on a pro forma basis would set forth, on the consolidated balance sheet of the Partnership for its most recently completed fiscal quarter, prepared in accordance with GAAP.

“Funded Debt” means all Debt: (1) maturing one year or more from the date of its creation; (2) directly or indirectly renewable or extendable, at the option of the debtor, by its terms or by the terms of any instrument or agreement relating to the Debt, to a date one year or more from the date of its creation; or (3) under a revolving credit or similar agreement obligating the lender or lenders to extend credit over a period of one year or more.

“Notes” means the Partnership’s 8.75% Senior Notes due 2014.

“Permitted Liens” means:

(1) Liens upon rights of way for pipeline purposes;

(2) any statutory or governmental Lien or Lien arising by operation of law, or any mechanic’s, repairman’s, materialman’s, supplier’s, carrier’s, landlord’s, warehouseman’s or similar Lien incurred in the ordinary course of business which is not yet due or which is being contested in good faith by appropriate proceedings and any undetermined Lien which is incidental to construction, development, improvement or repair;

(3) the right reserved to, or vested in, any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or by any provision of law, to purchase or recapture or to designate a purchaser of, any property;

(4) Liens of taxes and assessments which are (A) for the then current year, (B) not at the time delinquent, or (C) delinquent but the validity of which is being contested at the time by the Partnership or any of its Subsidiaries in good faith;

(5) Liens of, or to secure performance of, leases, other than capital leases;

(6) any Lien upon, or deposits of, any assets in favor of any surety company or clerk of court for the purpose of obtaining indemnity or stay of judicial proceedings;

(7) any Lien upon property or assets acquired or sold by the Partnership or by any of its Subsidiaries resulting from the exercise of any rights arising out of defaults on receivables;

(8) any Lien incurred in the ordinary course of business in connection with worker's compensation, unemployment insurance, temporary disability, social security, retiree health or similar laws or regulations or to secure obligations imposed by statute or governmental regulations;

(9) any Lien in favor of the Partnership or any of its Subsidiaries;

(10) any Lien in favor of the United States of America or any state of the United States, or any department, agency or instrumentality or political subdivision of the United States of America or any state of the United States, to secure partial, progress, advance, or other payments pursuant to any contract or statute, or any Debt incurred by the Partnership or any of its Subsidiaries for the purpose of financing all of any part of the purchase price of, or the cost of constructing, developing, repairing or improving, the property or assets subject to the Liens;

(11) any Lien securing industrial development, pollution control or similar revenue bonds;

(12) any Lien securing debt of the Partnership or any of its Subsidiaries, all or a portion of the net proceeds of which are used, substantially concurrent with the funding thereof (and for purposes of determining "substantial concurrence," taking into consideration, among other things, required notices to be given to Holders of Outstanding Notes in connection with the refunding, refinancing or repurchase, and the required corresponding durations thereof), to refinance, refund or repurchase all Outstanding Notes, including the amount of all accrued interest thereon and reasonable fees and expenses and premium, if any, incurred by the Partnership or any of its Subsidiaries in connection therewith;

(13) Liens in favor of any Person to secure obligations under the provisions of any letters of credit, bank guarantees, bonds or surety obligations required or requested by any governmental authority in connection with any contract or statute; or

(14) any Lien upon or deposits of any assets to secure performance of bids, trade contracts, leases or statutory obligations.

“Principal Property” means, whether owned or leased on the date of the Second Supplemental Indenture or thereafter acquired, any pipeline, terminal or other logistics property or asset of the Partnership or any of its Subsidiaries, including any related property or asset employed in the transportation, distribution, storage, terminalling, processing or marketing of crude oil, refined products (including gasoline, diesel fuel, jet fuel, heating oil, distillates, liquefied petroleum gas, natural gas liquids, blend stocks, ethanol, xylene, toluene and petrochemical feedstocks) or fuel additives, that is located in the United States of America or any territory or political subdivision thereof, except:

(1) any of those properties or assets consisting of inventories, furniture, office fixtures and equipment, including data processing equipment, vehicles and equipment used on, or with, vehicles; and

(2) any of those properties or assets which, in the opinion of the board of directors of the General Partner, is not material in relation to the activities of the Partnership or its Subsidiaries, taken as a whole.

“Sale-Leaseback Transaction” has the meaning attributed thereto in Section 4.13.

“Second Supplemental Indenture” means the Second Supplemental Indenture among the Partnership, the Guarantor and the Trustee dated as of February 6, 2009 relating to the Partnership’s 8.75% Senior Notes due 2014.

ARTICLE II. REDEMPTION

SECTION 2.1 Redemption.

The Partnership shall have no obligation to redeem, purchase or repay the Notes pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of a Holder thereof. The Partnership, at its option, may redeem the Notes in accordance with the provisions of paragraph 5 of the Notes and Article III of the Original Indenture.

ARTICLE III. MISCELLANEOUS PROVISIONS

SECTION 3.1 Table of Contents, Headings, etc.

The table of contents and headings of the Articles and Sections of this Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 3.2 Counterpart Originals.

The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 3.3 Governing Law.

THIS SECOND SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the day and year first above written.

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

By: SUNOCO LOGISTICS PARTNERS GP LLC,
its General Partner

By: /s/ Deborah M. Fretz
Deborah M. Fretz
President and Chief Executive Officer

SUNOCO LOGISTICS PARTNERS L.P.

By: SUNOCO PARTNERS LLC,
its General Partner

By: /s/ Deborah M. Fretz
Deborah M. Fretz
President and Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ George J. Rayzis
George J. Rayzis
Vice President

FORM OF NOTE

[FACE OF SECURITY]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), A NEW YORK CORPORATION, NEW YORK, NEW YORK, TO THE PARTNERSHIP OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]*

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.]*

Principal Amount

No. _____

\$_____, [which amount may be increased or decreased by the Schedule of Increases and Decreases in Global Security attached hereto.]*

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

8.75% SENIOR NOTE DUE 2014

CUSIP 86765B AF6

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., a Delaware limited partnership (the "Partnership," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to [Cede & Co.]* or its registered assigns, the principal sum of _____ U.S. dollars (\$_____) , [or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Security]*, on February 15, 2014 in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest at an annual rate of 8.75% payable on February 15 and

* To be included in a Book-Entry Note.

August 15 of each year, to the person in whose name the Security is registered at the close of business on the record date for such interest, which shall be the preceding February 1 and August 1 (each, a "Regular Record Date"), respectively, payable commencing on August 15, 2009, with interest accruing from February 6, 2009, or the most recent date to which interest shall have been paid.

Reference is made to the further provisions of this Security set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The statements in the legends set forth in this Security are an integral part of the terms of this Security and by acceptance hereof the Holder of this Security agrees to be subject to, and bound by, the terms and provisions set forth in each such legend.

This Security is issued in respect of a series of Debt Securities of an initial aggregate principal amount of \$175.0 million, designated as the 8.75% Senior Notes due 2014 of the Partnership, which are governed by the Indenture dated as of December 16, 2005 (the "Original Indenture"), among the Partnership, Sunoco Logistics Partners L.P., a Delaware limited partnership (the "Guarantor"), the Subsidiary Guarantors named therein and Citibank, N.A., as initial trustee, as supplemented and amended by the Second Supplemental Indenture (herein so called) dated as of February 6, 2009 among the Partnership, the Guarantor and U.S. Bank National Association, as successor trustee (the "Trustee"). The Original Indenture, as supplemented and amended from time to time, is herein referred to as the "Indenture." The terms of the Indenture are incorporated herein by reference. This Security shall in all respects be entitled to the same benefits as definitive Securities under the Indenture.

This Security shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Partnership has caused this instrument to be duly executed by its sole General Partner.

Dated: _____

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

By: SUNOCO LOGISTICS PARTNERS GP LLC,
its General Partner

By: _____

Name:

Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Debt Securities of the series designated herein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____

Authorized Signatory

[REVERSE OF SECURITY]
SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

8.75% SENIOR NOTE DUE 2014

This Security is one of a duly authorized issue of debentures, notes or other evidences of indebtedness of the Partnership (the "Debt Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to the Indenture, to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Partnership, the Guarantor and the Holders of the Debt Securities. The Debt Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as provided in the Indenture. This Security is one of a series designated as the 8.75% Senior Notes due 2014 of the Partnership, in initial aggregate principal amount of \$175.0 million (the "Securities").

1. *Interest.*

The Partnership promises to pay interest on the principal amount of this Security at the rate of 8.75% per annum.

The Partnership will pay interest semi-annually on February 15 and August 15 of each year (each an "Interest Payment Date"), commencing August 15, 2009. Interest on the Securities will accrue from the most recent date to which interest has been paid or, if no interest has been paid on the Securities, from February 6, 2009. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Partnership shall pay interest (including post-petition interest in any proceeding under any applicable bankruptcy laws) on overdue installments of interest (without regard to any applicable grace period) and on overdue principal and premium, if any, from time to time on demand at the same rate per annum, in each case to the extent lawful.

2. *Method of Payment.*

The Partnership shall pay interest on the Securities (except Defaulted Interest) to the persons who are the registered Holders at the close of business on the Regular Record Date immediately preceding the Interest Payment Date. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") may be paid to the persons who are registered Holders at the close of business on a special record date for the payment of such Defaulted Interest, or in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may then be listed if such manner of payment shall be deemed practicable by the Trustee, as more fully provided in the Indenture. The Partnership shall pay principal, premium, if any, and interest in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts. Payments in respect of a Global Security (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depository. Payments in respect of Securities in definitive form (including principal, premium, if any, and

interest) will be made at the office or agency of the Partnership maintained for such purpose within The City of New York, which initially will be U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005 Attention: Corporate Trust Department, or, at the option of the Company, payment of interest may be made by check mailed to the Holders on the relevant record date at their addresses set forth in the Debt Security register of Holders or at the option of the Holder, payment of interest on Securities in definitive form will be made by wire transfer of immediately available funds to any account maintained in the United States, provided such Holder has requested such method of payment and provided timely wire transfer instructions to the paying agent. The Holder must surrender this Security to a paying agent to collect payment of principal.

3. *Paying Agent and Registrar.*

Initially, U.S. Bank National Association will act as paying agent and Registrar. The Partnership may change any paying agent or Registrar at any time upon notice to the Trustee and the Holders. The Partnership may act as paying agent.

4. *Indenture.*

This Security is one of a duly authorized issue of Debt Securities of the Partnership issued and to be issued in one or more series under the Indenture.

Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Securities include those stated in the Original Indenture, those made part of the Indenture by reference to the TIA, as in effect on the date of the Original Indenture, and those terms stated in the Second Supplemental Indenture. The Securities are subject to all such terms, and Holders of Securities are referred to the Original Indenture, the Second Supplemental Indenture and the TIA for a statement of them. The Securities of this series are general unsecured obligations of the Company limited to an initial aggregate principal amount of \$175.0 million; *provided, however*, that the authorized aggregate principal amount of such series may be increased from time to time as provided in the Second Supplemental Indenture.

5. *Optional Redemption.*

The Securities are redeemable, at the option of the Partnership, at any time in whole, or from time to time in part, at a redemption price (the "Make-Whole Price") equal to the greater of: (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (at the rate in effect on the date of calculation of the redemption price) on the Securities (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 50 basis points; plus, in either case, accrued and unpaid interest to the Redemption Date.

The actual Make-Whole Price, calculated as provided above, shall be calculated and certified to the Trustee and the Partnership by the Independent Investment Banker. For purposes of determining the Make-Whole Price, the following definitions are applicable:

“Treasury Rate” means the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third business day preceding the Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Securities.

“Comparable Treasury Price” means with respect to any Redemption Date (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means either Citigroup Global Markets Inc. or UBS Securities LLC, as specified by the Partnership, and any successor firm or, if such firm is unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Partnership.

“Reference Treasury Dealer” means each of Citigroup Global Markets Inc. and UBS Securities LLC and three other primary U.S. government securities dealers (each a “Primary Treasury Dealer”), as specified by the Partnership; provided, that (1) if any of Citigroup Global Markets Inc., UBS Securities LLC or any Primary Treasury Dealer as specified by the Partnership shall cease to be a Primary Treasury Dealer, the Partnership will substitute therefor another Primary Treasury Dealer and (2) if the Partnership fails to select a substitute within a reasonable period of time, then the substitute will be a Primary Treasury Dealer selected by the Independent Investment Banker.

“Reference Treasury Dealer Quotations” means, with respect to the Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed, in each case, as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such Redemption Date.

Except as set forth above, the Securities will not be redeemable prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

Securities called for optional redemption become due on the Redemption Date. Notices of optional redemption will be mailed at least 30 but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed at its registered address. The notice of optional redemption for the Securities will state, among other things, the amount of Securities to be redeemed, the Redemption Date, the method of calculating such redemption price and the place(s) that payment will be made upon presentation and surrender of Securities to be redeemed. Unless the Partnership defaults in payment of the redemption price, interest will cease to accrue on the Redemption Date with respect to any Securities that have been called for optional redemption. If less than all the Securities are redeemed at any time, the Trustee will select the Securities to be redeemed on a pro rata basis, by lot or by any other method the Trustee deems fair and appropriate; provided, however, that if at the time of redemption such Securities are represented by a Global Security, the Depositary shall determine, in accordance with its procedures, the principal amount of such Securities held by each beneficial owner to be redeemed.

The Securities may be redeemed in part in multiples of \$1,000 only. Any such redemption will also comply with Article III of the Indenture.

6. *Denominations; Transfer; Exchange.*

The Securities are to be issued in registered form, without coupons, in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. A Holder may register the transfer of, or exchange, Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

7. *Person Deemed Owners.*

The registered Holder of a Security may be treated as the owner of it for all purposes.

8. *Amendment; Supplement; Waiver.*

Subject to certain exceptions, the Indenture may be amended or supplemented, and any existing Event of Default or compliance with any provision may be waived, with the consent of the Holders of a majority in principal amount of the Outstanding Debt Securities of each series affected. Without consent of any Holder of a Security, the parties thereto may amend or supplement the Indenture to, among other things, cure any ambiguity or omission, to correct any defect or inconsistency, or to make any other change that does not adversely affect the rights of any Holder of a Security. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

9. *Defaults and Remedies.*

Certain events of bankruptcy or insolvency are Events of Default that will result in the principal amount of the Securities, together with premium, if any, and accrued and unpaid

interest thereon, becoming due and payable immediately upon the occurrence of such Events of Default. If any other Event of Default with respect to the Securities occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may declare the principal amount of all the Securities, together with premium, if any, and accrued and unpaid interest thereon, to be due and payable immediately in the manner and with the effect provided in the Indenture. Notwithstanding the preceding sentence, however, if at any time after such a declaration of acceleration has been made, the Holders of a majority in principal amount of the Outstanding Securities, by written notice to the Trustee, may rescind such declaration and annul its consequences if the rescission would not conflict with any judgment or decree of a court already rendered and if all Events of Default with respect to the Securities, other than the nonpayment of the principal, premium, if any, or interest which has become due solely by such acceleration, shall have been cured or shall have been waived. No such rescission shall affect any subsequent default or shall impair any right consequent thereon. Holders of Securities may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require reasonable indemnity or security before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Securities then outstanding may direct the Trustee in its exercise of any trust or power.

10. *Trustee Dealings with Partnership.*

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Partnership or its Affiliates or any subsidiary of the Partnership's Affiliates, and may otherwise deal with the Company or its Affiliates as if it were not the Trustee.

11. *Authentication.*

This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

12. *Abbreviations and Defined Terms.*

Customary abbreviations may be used in the name of a Holder of a Security or an assignee, such as: TEN COM (tenant in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

13. *CUSIP Numbers.*

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Partnership has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such number as printed on the Securities and reliance may be placed only on the other identification numbers printed hereon.

14. *Absolute Obligation.*

No reference herein to the Indenture and no provision of this Security or the Indenture shall alter or impair the obligation of the Partnership, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Security in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

15. *No Recourse.*

The General Partner and its directors, officers, employees and members, as such, shall have no liability for any obligations of any Subsidiary Guarantor, the Guarantor or the Partnership under the Securities, the Indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting the Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

16. *Governing Law.*

This Security shall be construed in accordance with and governed by the laws of the State of New York.

17. *Guarantee.*

The Securities are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by the Guarantor as set forth in Article XIV of the Indenture, as noted in the Notation of Guarantee affixed to this Security, and under certain circumstances set forth in the Second Supplemental Indenture one or more Subsidiaries of the Partnership may be required to join in such Guarantee.

18. *Reliance.*

The Holder, by accepting this Security, acknowledges and affirms that (i) it has purchased the Security in reliance upon the separateness of the Guarantor and the general partner of the Guarantor from each other and from any other Persons, and (ii) the Guarantor and the general partner of Guarantor have assets and liabilities that are separate from those of each other and of any other Persons.

NOTATION OF GUARANTEE

The Guarantor (which term includes any successor Person under the Indenture), has fully, unconditionally and absolutely guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture, the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Indenture and the Securities by the Partnership.

The obligations of the Guarantor to the Holders of Securities and to the Trustee pursuant to its Guarantee and the Indenture are expressly set forth in Article XIV of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee.

SUNOCO LOGISTICS PARTNERS L.P.

By: SUNOCO PARTNERS LLC,
Its General Partner

By: _____
Name:
Title:

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common

UNIF GIFT MIN ACT –
(Cust.)

TEN ENT – as tenants by entireties

Custodian for:
(Minor)
under Uniform Gifts to

JT TEN – as joint tenants with right of survivorship and not as tenants in common

Minors Act of
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

**Please print or type name, Social Security or other identifying number
and address including postal zip code of assignee**

the within Security and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Security on the books of the Partnership, with full power of substitution in the premises.

Dated _____

Registered Holder

Signature Guarantee:*

* Signatures must be guaranteed by an “**eligible guarantor institution**” meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“**STAMP**”) or such other “**signature guarantee program**” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

**SCHEDULE OF INCREASES OR DECREASES
IN GLOBAL SECURITY***

The following increases or decreases in this Global Security have been made:

<u>Date of Exchange</u>	<u>Amount of Decrease in Principal Amount of this Global Security</u>	<u>Amount of Increase in Principal Amount of this Global Security</u>	<u>Principal Amount of this Global Security following such decrease (or increase)</u>	<u>Signature of authorized officer of Trustee or Depository</u>
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* To be included in a Global Security.

FORM OF SUPPLEMENTAL INDENTURE

This Supplemental Indenture, dated as of _____ (this "Supplemental Indenture"), is among [name of future Subsidiary Guarantor] (the "Additional Guarantor"), Sunoco Logistics Partners Operations L.P., a Delaware limited partnership (the "Partnership"), Sunoco Logistics Partners L.P., a Delaware limited partnership (the "Guarantor"), each other then existing Subsidiary Guarantor, if any, under the Indenture referred to below, and U.S. Bank National Association, as Trustee under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Partnership, the Guarantor, the Subsidiary Guarantors named therein and the Trustee have heretofore executed and delivered an Indenture, dated as of December 16, 2005 (as supplemented and amended by the Second Supplemental Indenture thereto dated as of February 6, 2009, the "Indenture"), providing for the issuance of an aggregate principal amount of \$175,000,000 of 8.75% Senior Notes due 2014 of the Partnership (the "Securities");

WHEREAS, Section 4.14 of the Indenture provides that under certain circumstances the Partnership is required to cause the Additional Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the Additional Guarantor shall unconditionally guarantee the Securities pursuant to the Guarantee set forth in Section 14.01 of the Indenture on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.01(g) of the Indenture, the Partnership, the Guarantor, any other then existing Subsidiary Guarantors and the Trustee are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder of the Securities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Additional Guarantor, the Partnership, the Guarantor, [the existing Subsidiary Guarantors] and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 *Defined Terms*. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

**ARTICLE II
AGREEMENT TO BE BOUND; GUARANTEE**

Section 2.01 *Agreement to be Bound*. The Additional Guarantor hereby becomes a party to the Indenture as a Subsidiary Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Subsidiary Guarantor under the Indenture.

Annex-1

The Additional Guarantor agrees to be bound by all of the provisions of the Indenture applicable to a Subsidiary Guarantor and to perform all of the obligations and agreements of a Subsidiary Guarantor under the Indenture.

Section 2.02 *Guarantee*. The Additional Guarantor hereby fully, unconditionally and absolutely guarantees, jointly and severally with any other Subsidiary Guarantor and the Guarantor, to each Holder of the Securities and the Trustee, the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Indenture and the Securities by the Partnership, when and as such principal, premium, if any, and interest shall become due and payable, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise, according to the terms of the Securities and Article XIV of the Indenture.

ARTICLE III MISCELLANEOUS

Section 3.01 *Parties*. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

Section 3.02 *Governing Law*. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.03 *Severability Clause*. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 3.04 *Ratification of Indenture; Supplemental Indenture Part of Indenture*. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture.

Section 3.05 *Counterparts*. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

Section 3.06 *Headings*. The headings of the Articles and the sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Annex-2

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

[ADDITIONAL GUARANTOR]

By: _____
Name:
Title:

SUNOCO LOGISTICS PARTNERS OPERATIONS L. P.

By: SUNOCO LOGISTICS
PARTNERS GP LLC,
Its General Partner

By: _____
Name:
Title:

SUNOCO LOGISTICS PARTNERS L. P.

By: SUNOCO PARTNERS LLC,
Its General Partner

By: _____
Name:
Title:

**[EACH EXISTING SUBSIDIARY
GUARANTOR]**

By: _____
Name:
Title:

U.S.BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

Vinson&Elkins

February 6, 2008

Sunoco Logistics Partners L.P.
Sunoco Logistics Partners Operations L.P.
Mellon Bank Center
1735 Market Street, Suite LL
Philadelphia, Pennsylvania 19103

Re: 8.75% Senior Notes due 2014

Ladies and Gentlemen:

We have acted as counsel for Sunoco Logistics Partners Operations L.P., a Delaware limited partnership (the "Operating Partnership") and Sunoco Logistics Partners L.P., a Delaware limited partnership (the "Partnership") with respect to certain legal matters in connection with the registration by the Operating Partnership under the Securities Act of 1933 (the "Securities Act") of the offer and sale by the Operating Partnership from time to time pursuant to Rule 415 under the Securities Act of \$175,000,000 aggregate principal amount of 8.75% Senior Notes due 2014, which are fully and unconditionally guaranteed by the Partnership (the "Securities").

The Securities were offered and sold pursuant to a prospectus supplement, dated February 3, 2009 and filed with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b) on February 4, 2009, to a prospectus dated November 25, 2008 (such prospectus, as amended and supplemented by the prospectus supplement, the "Prospectus") included in a Registration Statement on Form S-3 (Registration Nos. 333-155644 and 333-155644-01) (the "Registration Statement"), which became effective upon filing.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Certificate of Limited Partnership and First Amended and Restated Agreement of Limited Partnership of the Operating Partnership, each as amended to the date hereof; (ii) the Certificate of Limited Partnership and Second Amended and Restated Agreement of Limited Partnership of the Partnership, each as amended to the date hereof; (iii) the Certificate of Limited Partnership and First Amended and Restated Agreement of

Vinson & Elkins LLP Attorneys at Law

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London Moscow New York Shanghai Tokyo Washington

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Houston, TX 77002-6760

Tel 713.758.2222 **Fax** 713.758.2346 **www.velaw.com**

Limited Partnership of Sunoco Partners Marketing & Terminals L.P., a Texas limited partnership ("Sunoco M&T LP"), each as amended to the date hereof (iv) the Certificate of Limited Partnership and Second Amended and Restated Agreement of Limited Partnership of Sunoco Pipeline L.P., a Texas limited partnership ("Sunoco Pipeline LP"), each as amended to the date hereof; (v) the Certificate of Formation and Second Amended and Restated Limited Liability Company Agreement of Sunoco Logistics Partners GP LLC, a Delaware limited liability company ("OLP GP"), each as amended to the date hereof; (vi) resolutions adopted by the Pricing Committee of the Board of Directors of OLP GP; (vii) the Registration Statement; (viii) the Prospectus; (ix) the Indenture, dated as of December 16, 2005, between the Operating Partnership, the Partnership, Sunoco M&T LP, Sunoco Pipeline L.P. and Citibank, N.A., as trustee under the Indenture (the "Indenture"); (x) the Second Supplemental Indenture, dated as of February 6, 2008, among the Operating Partnership, the Partnership and U.S. Bank National Association, a national banking association ("U.S. Bank"), as successor trustee under the Indenture (the "Second Supplemental Indenture"); and (xi) such other certificates, statutes and other instruments and documents as we considered appropriate for purposes of the opinions hereafter expressed. In addition, we reviewed such questions of law as we considered appropriate.

As to any facts material to the opinions contained herein, we have made no independent investigation of such facts and have relied, to the extent that we deem such reliance proper, upon certificates of public officials and officers or other representatives of the Partnership, the Operating Partnership and the Trustee.

In connection with rendering the opinions set forth below, we have assumed that (i) all information contained in all documents reviewed by us is true and correct; (ii) all signatures on all documents examined by us are genuine; (iii) all documents submitted to us as originals are authentic and all documents submitted to us as copies conform to the originals of those documents; (iv) each natural person signing any document reviewed by us had the legal capacity to do so; (v) each person signing in a representative capacity (other than on behalf of the Operating Partnership, the Partnership, OLP GP, Sunoco M&T LP and Sunoco Pipeline LP) any document reviewed by us had authority to sign in such capacity; (vi) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Prospectus and the Registration Statement; and (vii) the Indenture and the Second Supplemental Indenture each were duly authorized, executed and delivered by the parties thereto in substantially the form reviewed by us or with changes that do not affect the opinions given hereunder.

Based on the foregoing, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that the Securities have been duly authorized, executed and issued by the Operating Partnership and the Partnership and constitute valid and binding obligations of the Operating Partnership and the Partnership enforceable against the Operating Partnership and the Partnership in accordance with their terms and will be entitled to the benefits of the Indenture, as amended and supplemented by the Second Supplemental Indenture.

The foregoing opinion is qualified to the extent that the enforceability of any document, instrument or security may be limited by or subject to bankruptcy, insolvency, fraudulent transfer or conveyance, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally, and general equitable or public policy principles.

We express no opinions concerning (i) the validity or enforceability of any provisions contained in the Indenture or the Second Supplemental Indenture that purport to waive or not give effect to rights to notices, defenses, subrogation or other rights or benefits that cannot be effectively waived under applicable law or (ii) the enforceability of indemnification provisions to the extent they purport to relate to liabilities resulting from or based upon negligence or any violation of federal or state securities or blue sky laws.

The foregoing opinions are limited in all respects to the laws of the Delaware Revised Uniform Limited Partnership Act and the Delaware Limited Liability Company Act (including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting these laws) and the laws of the State of New York, the State of Texas and the federal laws of the United States of America, and we do not express any opinions as to the laws of any other jurisdiction.

We hereby consent to the references to this firm under the caption "Legal" in the Prospectus and to the filing of this opinion as an exhibit to a Current Report on Form 8-K. By giving such consent, we do not admit that we are within the category of persons whose consent is required under the provisions of the Securities Act or the rules and regulations of the Commission issued thereunder

Very truly yours,
Vinson & Elkins L.L.P.