
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported):

February 17, 2006 (February 14, 2006)

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)

Ten Penn Center, 1801 Market Street, Philadelphia, PA

(Address of principal executive offices)

19103-1699

(Zip Code)

(215) 977-3000

(Registrant's telephone number, including area code)

NOT APPLICABLE

(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 14, 2006, the following entities (each a “Party” and, collectively, the “Parties”) amended their February 8, 2002 Omnibus Agreement (the “Omnibus Agreement”):

- Sunoco Logistics Partners L.P. (the “Partnership”),
- Sunoco Partners LLC (the “Company”) its general partner,
- Sunoco, Inc. (“Sunoco”),
- Sunoco, Inc. (R&M),
- Sun Pipe Line Company of Delaware,
- Atlantic Petroleum Corporation,
- Sun Pipe Line Company,
- Sun Pipe Line Delaware (Out) LLC, (as successor to Sun Pipe Line Services (Out) LLC),
- Sunoco Logistics Partners Operations L.P., and
- Sunoco Partners LLC.

Section 4.1 of the Omnibus Agreement addresses the Partnership’s obligation to pay the Company an annual fee for the provision by Sunoco of certain general and administrative services. As amended, the term has been extended one year, at an annual Administrative Fee of Seven Million Six Hundred Sixty-Eight Thousand Dollars (\$7,668,000), subject to certain offsets.

A copy of the Omnibus Agreement was filed as Exhibit 10.5 to the Partnership’s Annual Report on Form 10-K for the fiscal year ended December 31, 2004. A copy of the agreement with Sunoco extending the term of Section 4.1 of the Omnibus Agreement is filed herewith as Exhibit 10.1, and incorporated herein by this reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

- 10.1 Amendment No. 2006-1 to Omnibus Agreement, dated as of February 14, 2006, and effective January 1, 2006, by and among Sunoco, Inc., Sunoco, Inc. (R&M), Sun Pipe Line Company of Delaware, Atlantic Petroleum Corporation, Sun Pipe Line Company, Sun Pipe Line Delaware (Out) LLC, Sunoco Logistics Partners L.P., Sunoco Logistics Partners Operations L.P., and Sunoco Partners LLC.

Forward-Looking Statements

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.

SIGNATURES

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

SUNOCO LOGISTICS PARTNERS LP.

By: Sunoco Partners LLC,
its General Partner

/s/ JENNIFER L. ANDREWS

Jennifer L. Andrews
Comptroller

Date: February 17, 2006

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit</u>
10.1	Amendment No. 2006-1 to Omnibus Agreement, dated as of February 14, 2006, and effective January 1, 2006, by and among Sunoco, Inc., Sunoco, Inc. (R&M), Sun Pipe Line Company of Delaware, Atlantic Petroleum Corporation, Sun Pipe Line Company, Sun Pipe Line Delaware (Out) LLC, Sunoco Logistics Partners L.P., Sunoco Logistics Partners Operations L.P., and Sunoco Partners LLC.

**AMENDMENT NO. 2006-1 TO
OMNIBUS AGREEMENT**

This AMENDMENT NO. 2006-1, dated as of February 14, 2006 and effective January 1, 2006 (this "Amendment"), to the Omnibus Agreement, dated as of February 8, 2002, (the "Omnibus Agreement") is adopted, executed and agreed to by Sunoco, Inc., Sunoco, Inc. (R&M), Sun Pipe Line Company of Delaware, Atlantic Petroleum Corporation, Sun Pipe Line Company, Sun Pipe Line Delaware (Out) LLC, Sunoco Logistics Partners L.P., Sunoco Logistics Partners Operations L.P., and Sunoco Partners LLC (each a "Party" and, collectively, the "Parties").

Recitals

WHEREAS, except as otherwise provided herein, capitalized terms used herein have the meanings assigned to them in the Omnibus Agreement; and

WHEREAS, the Parties desire to amend the Omnibus Agreement to provide for the payment of a one-year fixed Administrative Fee for the 2006 calendar year.

NOW, THEREFORE, in consideration of the premises, and each intending to be legally bound, the Parties do hereby agree as follows:

SECTION 1. Amendment to Section 4.1. Section 4.1 of the Omnibus Agreement is amended to add a new subsection (d), as follows:

"(d) Effective January 1, 2006, and for a period of one year thereafter, the Administrative Fee paid by the Partnership to the General Partner will be Seven Million Six Hundred Thousand Sixty-Eight Dollars (\$7,668,000) per year. This Administrative Fee for the 2006 calendar year will be a fixed fee, and will not be subject to any increase by Sunoco, whether to reflect changes in the Consumer Price Index, or otherwise; *provided, however*, that the General Partner, with the approval and consent of its Conflicts Committee, may agree on behalf of the Partnership to increase such Administrative Fee in connection with expansions of the operations of the Partnership Group through the acquisition or construction of new assets or businesses."

SECTION 2. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

SECTION 3. Counterparts. This Amendment may be executed in any number of counterparts and by the different Members in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[COUNTERPART SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

SUNOCO, INC.

By: /s/ THOMAS W. HOFMANN
Name: Thomas W. Hofmann
Title: Senior Vice President & Chief Financial Officer

SUNOCO, INC. (R&M)

By: /s/ THOMAS W. HOFMANN
Name: Thomas W. Hofmann
Title: Senior Vice President & Chief Financial Officer

ATLANTIC PETROLEUM CORPORATION

By: /s/ GEORGE J. SZILIER
Name: George J. Szilier
Title : President

SUN PIPE LINE COMPANY OF DELAWARE

By: /s/ DAVID A. JUSTIN
Name: David A. Justin
Title: President

SUN PIPE LINE COMPANY

By: /s/ DEBORAH M. FRETZ
Name: Deborah M. Fretz
Title: President

SUNOCO PARTNERS LLC

By: /s/ DEBORAH M. FRETZ
Name: Deborah M. Fretz
Title: President and Chief Executive Officer

SUNOCO LOGISTICS PARTNERS L.P.

By: SUNOCO PARTNERS LLC,
its General Partner

By: /s/ DEBORAH M. FRETZ

Name: Deborah M. Fretz

Title: President and Chief Executive Officer

SUNOCO LOGISTICS PARTNERS OPERATIONS L.P.

By: SUNOCO PARTNERS LLC,
its General Partner

By: /s/ DEBORAH M. FRETZ

Name: Deborah M. Fretz

Title: President and Chief Executive Officer

**SUN PIPE LINE DELAWARE (OUT) LLC
(as successor to Sun Pipe Line Services (Out) LLC)**

By: /s/ DEBORAH M. FRETZ

Name: Deborah M. Fretz

Title: President