FRANCHISE DISCLOSURE DOCUMENT

SUNOCO RETAIL LLC
a Pennsylvania Limited Liability Company
8111 Westchester Drive, Suite 600, Dallas, Texas 75225
215.977.3000
www.sunocolp.com
www.sunoco.com

You will operate an Area Representative business as a part of the APLUS franchise system that uses our System and our Proprietary Marks to recruit, screen, and evaluate, potential APLUS franchisees who will operate full line retail grocery convenience stores (with or without a gas fueling station) within an agreed-upon territory in exchange for compensation from us.

The total investment necessary to begin operation of an Area Representative business ranges from $20,000 to $38,500, excluding any applicable costs to obtain and operate an APLUS Store (which is offered under a separate Disclosure Document). The total investment includes the $5,000 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your Area Representative agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Mallory Raleigh, 8111 Westchester Drive, Suite 600, Dallas, Texas 75225, (214) 840-5270, mallory.raleigh@sunoco.com.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW. Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 28, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised APLUS Store(s).
Will my business be the only APLUS Store Area Representative business in my area?	Item 12 and the "territory" provisions in the area representative agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an APLUS Area Representative franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The area representative agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The area representative agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the area representative agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your area representative agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The area representative agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your area representative agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The area representative agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.
2. The area representative agreement states that Texas law governs the agreement, and this law may not provide the same protections and benefits as local law. You may want to compare these laws.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

MICHIGAN NOTICE

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(a) A prohibition against you joining an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver or estoppel, which would deprive you of rights and protections provided under the Michigan Franchise Investment Law. This does not preclude you, after entering into an area representative agreement, from settling any and all claims.

(c) A provision that permits the franchisor to terminate your franchise prior to the expiration of its term except for good cause. Good cause includes your failure to comply with any lawful provision of the Area Representative Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits the franchisor to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials, which have no value to the franchisor, and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business, are not subject to compensation. This provision applies only if:

(i) The term of the franchise is less than five years; and

(ii) You are prohibited by the Area Representative Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise, or if you do not receive at least six months advance notice of the franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew the franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This provision does not require a renewal provision in the Area Representative Agreement or other agreement.

(f) A provision requiring that arbitration or litigation be conducted outside of Michigan. This does not preclude you from entering into an agreement, at the time of the arbitration, to conduct arbitration at a location outside of Michigan.

(g) A provision that permits the franchisor to refuse to permit a transfer of ownership of the franchise except for good cause. This provision does not prevent the franchisor from exercising a right of first refusal to purchase the franchise. Good cause includes, but is not limited to, the following:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Area Representative Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to the franchisor items that are not uniquely identified with the franchisor. This does not prohibit a provision that grants the franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a *bona fide* third party willing and able to purchase those assets, nor does it prohibit a provision that grants the franchisor the right to acquire the assets of a

franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Area Representative Agreement and have failed to cure the breach in the manner provided in (c), above.

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions concerning this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 5th Floor, Lansing, Michigan 48913, (517) 373-7117.

SUNOCO RETAIL LLC
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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, "we", "us," and "our" refer to SUNOCO RETAIL LLC, a Pennsylvania limited liability company, the franchisor. "You" and "your" mean the person who buys this area representative opportunity. If you are a corporation, limited liability company, or other entity, each owner of the area representative entity must sign our Guaranty and Non-Compete Agreement, which means that all of the area representative agreement's provisions also will apply to your owners.

The Franchisor and Any Parents, Predecessors, and Affiliates

We are a limited liability company formed under the laws of the State of Pennsylvania on December 2015. We maintain our principal business address at 8111 Westchester Drive, Suite 600, Dallas, Texas 75225 which we share with our affiliates.

Our parent is Sunoco LP, a Delaware limited partnership ("Sunoco"), which was formed on June 11, 2012. Sunoco shares our principal business address. Sunoco has never offered franchises in any line of business. As noted in Item 21, Sunoco is our guarantor. As of the date of this disclosure document Sunoco Retail LLC has operated 19 Sunoco APLUS convenience stores as company units. These company-operated units are frequently referred to as "Co-Op" units.

Our affiliate, Sunmarks, LLC, a Delaware limited liability company ("Sunmarks"), was formed on May 23, 1990, and owns certain Marks and licenses us the right to use them and to sub-license their use to franchisees. Sunmarks shares our principal business address. Sunmarks has never offered franchises in any line of business.

Our affiliate, Sunoco, LLC, a Delaware limited liability company, was formed on November 19, 2013 and provides certain petroleum products and services to our franchisees and its dealers and distributors. Sunoco, LLC shares our principal business address, and has never offered franchises in any line of business.

Our affiliate, Sunoco GP, LLC a Delaware limited liability company ("Sunoco GP"), was formed on June 11, 2012 and provides certain other APLUS services to our franchisees. Sunoco GP shares our principal business address. Sunoco GP has never offered franchises in any line of business.

We do not have any predecessors. We do business only under our corporate name, "SUNOCO RETAIL LLC" and under the trade name and service mark "APLUS" and "Sunoco". We do not intend to use any other names to conduct business.

We engage in two lines of business: (1) the offering of APLUS convenience store with or without fueling station franchises and (offered under a separate Disclosure Document), and (2) the offering of Area Representative Businesses (described below). If you choose to operate a SUNOCO fueling station, you will sign a separate agreement. This disclosure document contains information for the offer of an Area Representative franchise. Other than as disclosed, we have not offered franchises in any other line of business. You must independently qualify to operate each brand, and we reserve the right to deny your application to purchase the remaining brand even if you qualify to franchise the other brand.

Information about our APLUS convenience store franchises are contained in a separate disclosure document. As an Area Representative you are not required to open and operate your own APLUS convenience store.

Our affiliates sell gasoline, diesel fuel and motor oils to certain franchisees who have gasoline facilities, distributors, independent business people who operate service stations leased from us, or one of our affiliates or subsidiaries, or service stations owned by them or leased from a third party. We or one of our affiliates or subsidiaries also sells products directly to consumers through various company operated service stations.

We do not operate businesses of the type being franchised. We have offered franchises for APLUS Stores since May 1993. Other than as disclosed above, we have not offered franchises in other lines of business. Other than as disclosed, none of our affiliates have offered franchises in other lines of business.

The Franchises Offered

We grant franchises that enable you to operate an Area Representative business ("Area Representative Business"), within a designated territory ("Territory"), that is authorized to use our System and our Proprietary Marks to recruit, screen, evaluate and coach prospective APLUS Store ("APLUS Store") franchisees, as well as provide certain services to support specific APLUS franchisees operating stores in the Territory ("Prospects" or individually "Prospect").

In order for you to qualify for this Area Representative Business, you must be a current Sunoco fuel distributor or fuel dealer ("**Sunoco Fuel Dealer**"). You must be a distributor or multi-site dealer under a separate agreement with Sunoco, LLC and us.

If we grant you an area representative franchise, you will sign our Area Representative Agreement (AR Agreement" or "Area Representative Agreement") (see Exhibit B to this disclosure document). In consideration for the Area Representative Business services performed by you, you will receive up to a 50% share of the royalty fees paid by the respective APLUS Store developed and operating due to your efforts ("**Royalty Commission**"). Minimum Royalty Commission will be $500 per APLUS Store per month, subject to payment. As an additional consideration for the Area Representative Business services performed by you, upon APLUS Store franchisee's execution of their franchise agreement, you are entitled to keep the $5,000 of the Initial Franchise Fee per APLUS Store signed franchise agreement ("**Initial Fee Commission**") and the remainder must be remitted to us. Royalty Commission and Initial Fee Commission is collectively defined in this disclosure documents as "**Commission**".

As an Area Representative, at your option, you may choose to own, operate, and maintain a franchise APLUS Store. If you choose to do so, the APLUS Store opportunities are offered under a separate Disclosure Document and pursuant to a signed franchise agreement between you and us. We are not offering the rights to operate an APLUS Store in this Disclosure Document, as this Disclosure Document only applies to the Area Representative Business.

You may only sell APLUS franchises. You shall not be a master franchisee or perform Area Representative duties for another company. As an Area Representative, your primary roles will include actively and continually soliciting Prospects ("Sales Services"), perform certain site acquisition and development services as described below ("Site Services") and assisting us in rendering support services to the Prospects, as described in your AR Agreement and on SunocoNet. SunocoNet is our internet-based portal which contains or describes the standards and methods for running your Area Representative Business, Sales Services, and Site Services, including computer-based training, other operations, manuals and electronic books, as may be updated from time to time ("SunocoNet").. Among other things, you will be responsible for certain critical support functions ("Support Services") as further defined below:

(1) *Solicitation of Prospects*. You must actively and continuously market and promote in your Territory through advertising (or otherwise as we direct) Franchises and solicit Prospects to develop and operate franchised APLUS Stores to be located in your Territory. You will be required to comply with all national, state, and local laws and regulations applicable to the marketing and sale of franchises. Depending on the location of your Territory, you may have to register, at your expense, yourself (which may include obtaining registrations or licenses as a franchise broker, real estate broker, business broker or otherwise) with one or more state authorities or make other state filings before offering Franchises. If your Territory is in a state that requires the registration of franchise offerings, you may not solicit Prospects in any period in which (i) we do

not have an active franchise registration in such jurisdiction, or (ii) you must suspend sales while an amendment or renewal application is pending.

You must provide us with a list of Prospects and requested information about the Prospect. If we determine in our sole discretion, the Prospect meets our then current criteria of being a franchisee, we will disclose the Prospect with our current franchise disclosure document. If we decide to move forward, we in our sole discretion will execute the franchise agreement with the Prospect. We will bear any costs related to the preparation and registration of the franchise disclosure document. You are responsible for developing through you, your affiliates, or third parties a minimum number of APLUS Stores in your Territory. You must ensure that Franchise Agreements are signed and APLUS Stores are developed, opened, and operated in your Territory in accordance with, and by the deadlines specified in, the development schedule set out in your AR Agreement (the "**Development Schedule**"). We will negotiate with you the terms of the Development Schedule, including the minimum number of APLUS Stores that you are responsible for directly or indirectly developing and the deadlines for signing Franchise Agreements and opening APLUS Stores. At a minimum, we require that you, directly or indirectly, to develop at least 5 APLUS Stores during your first twelve months of your AR Agreement; however, the exact number will be determined based on the Territory granted and the AR Agreement. If you fail to meet any of the deadlines in the Development Schedule, we may terminate the AR Agreement, or exercise other remedies outlined in the AR Agreement. We in our sole discretion retain the right to determine whether to execute and bring each Prospect into the franchise system.

(2) *Assisting Prospects*. You must work with Prospects in your Territory to help gather information requested by us and ensure that everything is in order for them to sign a franchise agreement.

(3) *Pre-Opening Assistance*. You must assist new franchisees with guidance on real estate selection and identification of vendors. You will be required to perform the following activities:

(a) *Pre-Development Phase*. Assist franchisees in planning and value-ads, and other support reasonably required by the franchisees. We may in our sole discretion approve the final location for the APLUS Store.

(b) Construction Phase. This on-going phase starts once the lease is signed and the plans are approved for a franchisee's site. You will ensure that the construction plans meet our specifications; that the franchisee has obtained all required permits and approvals; and that the franchisee and its contractor(s) are following the plans without any changes or deviations. We at our sole discretion may require you to conduct weekly or bi-weekly inspections and gather photographs to send to us. You will help franchisees in your Territory secure and order equipment for their APLUS Store, and you will ultimately be required to sign off on the APLUS Store build-out and provide all photographs to us before we will approve the APLUS Store to be opened for business.

(c) *Pre-Sales Phase*. Meet with franchisees and inspect the franchised business during the pre-sale period to ensure that all presales activities achieve consistency and brand compliance, as well as spot check agreements for accuracy.

(d) *Preparing for Opening*. We will provide training for Franchisees in your Territory at a location of our choosing; however, at our request you must assist us in coordinating the training and us getting the required information from trainees.

(f) *Grand Opening and Post Grand Opening*. You, or your approved representative, must attend the Grand Opening for each Franchised APLUS Store in your Territory, assist with grand opening and visit the APLUS Store and/or stay in contact with the franchised APLUS Store owner on a regular basis to provide support/assistance and audit the APLUS Store on a monthly basis.

(4) *On-going Franchisee Support*. You are required to support your franchisees in the following six critical component areas (we may require certain activities to be performed by you on a daily, weekly, monthly, quarterly or annual basis, as may be specified on SunocoNet or otherwise by us):

(a) Sales;

(b) Operations;

(c) Fitness;

(d) Training and development at our request;

(e) Marketing;

(f) Franchisee management and leadership; and

(g) Inspection and compliance.

(5) *On-going Area Representative Obligations*. You and/or one of your other owners, if any, are required to attend all Area Representative, conferences, webinars, or training hosted by us and all other events as required, such as Fitness, Marketing and Sales.

The Area Representative Business also renders certain services directly to us, including delivery of annual audit reports of Franchisees in the Territory; regular reports on business activities; collection of moneys due to us by Franchisees; and other activities that we may deem necessary from time to time.

You will have no right to grant franchises or sub-franchises, or to enter into any agreements with prospective franchisees or APLUS franchisees; only we have the right to grant franchises and enter into franchise and other agreements with prospective franchisees. You do not have any autonomous rights to make any decision regarding the design, selection, or implementation of any products, services, equipment, supplier, vendor, marketing program or promotion, or approval of a franchisee candidate except as we authorize in writing.

As long as you comply with the AR Agreement and all obligations therein, we will compensate you with a share of the revenue that we collect from those designated APLUS franchisees in your Territory. We will pay you a Sales Services Commission equal to $5,000 of each initial franchise fee that is paid at the time a franchise (accredited to your efforts) is granted. Our current initial franchise fee for an APLUS Store franchise is $15,000. During the term of your Area Representative franchise, you will be entitled to a monthly Royalty Fee Commission, up to a 50% of the monthly royalties actually received by us from each related APLUS Store operating in the Territory for Support Services you provide with a minimum Royalty Commission of $500 per APLUS Store per month. Our current monthly royalty fee requirement for an APLUS Store is up to 4% of gross sales for Non-Leased APlus Stores. You are not entitled to any commission of Leased APLUS Stores. Leased APLUS Stores are units operated by the franchisees, where the premises of the store are owned by us or our affiliate. Non-Leased APlus Stores are units operated by the franchisees, where the premises of the store are owned by the franchisee or leased from an independent third-party.

You shall not be entitled to share in or receive any commissions from Sales Services or Site Services on fees paid to us by any APLUS Stores located in the Territory that were (i) opened under a franchise agreement entered into prior to the effective date of your AR Agreement; (ii) constructed by us and then transferred to an APLUS franchisee; (iii) any independent facility acquired by us and thereafter converted to a APLUS Store; (iv) if the store is currently leased through us or our affiliate; (v) signed or opened outside of the Term of your AR Agreement, or (vi) if Prospect, regardless if they fall within your Territory or not, signs the franchise agreement with us without your involvement.

In both FTC states and in states where registration of a franchise offering is required, you will not be able to work with prospective franchisees until we have notified you that our registration in that state has taken effect, been renewed, or amended, as may be the case. Therefore, you may not solicit or offer for sale any APLUS Store franchise opportunity without approval from us. Upon our notice to you, you must cease all sales activities until further notified by us.

Market and Competition

The convenience store business is very competitive and highly developed. Our customers are both residential

and commercial. Sales are not seasonal, however you may experience peak months due to increased travel or certain weather conditions.

As an Area Representative, you will compete with other franchise development professionals who are seeking qualified franchise candidates. The competition is not limited by industry, and it is not seasonal. You will compete with franchise development professionals- independent, regional, and national, that seek franchisee candidates for all types of businesses. The market for a particular Area Representative Business or APLUS Store may differ significantly from the market conditions we experience and in the markets where we or our affiliates operate APLUS Stores. Therefore, you should consider this and other factors in evaluating whether to invest in our franchise system.

Laws and Regulations

In addition to laws and regulations that apply to businesses generally, your APLUS Store is subject to federal, state, and local regulations and guidelines governing the convenience store and retail gasoline industries. You are required to be knowledgeable of, and comply with, all federal, state, and local environmental laws and safety regulations requiring certain safety and security procedures and equipment, including laws applicable to the storage, handling and dispensing of gasoline, if applicable, and those specifying a certain number of employees to be present during business hours for safety reasons. We also require you to be knowledgeable of and comply with federal, state, county, and local laws with respect to the sale of restricted products such as tobacco, alcohol, and certain over-the-counter drugs or similar substances including, but not limited to, minimum age restrictions for purchasers, qualifications of your employees to sell these items (i.e., minimum age, training and licensing requirements), and any other requirements for sale as mandated by law. You should also be aware of federal, state, and local labor regulations, including, but not limited to, minimum age and minimum wage laws. You alone are responsible for complying with all applicable laws and regulations for the operation of your franchise. Area Representatives must comply with the FTC's Franchise Rule, 16 CFR part 436, as well as state laws regulating the sale of franchises and business opportunities, in addition to other local, state and federal laws of a more general nature which affect the operation of an Area Representative Franchise, including employment, worker's compensation, insurance, corporate, taxing, licensing and similar laws and regulations. You should familiarize yourself with these laws.

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

Item 2
BUSINESS EXPERIENCE

Joseph Kim

Chief Executive Officer and President

Mr. Kim has served as Chief Executive Officer and President for us and Sunoco GP in Dallas, Texas since January 2018.

Karl Fails

Chief Operations Officer

Mr. Fails has served as Chief Operations Officer for us and Sunoco GP in Dallas, Texas since February 2019.

Dylan Bramhall

Chief Financial Officer

Mr. Bramhall has served as Chief Financial Officer for us and Sunoco GP in Dallas, Texas since October 2020. He has also served as Group CFO for Energy Transfer Partners, LLC in Dallas, Texas since November 2022. He served as EVP Finance & Group Treasurer for Energy Transfer Partners, LLC in Dallas, Texas from January 2021 to November 2022. He served as SVP Finance & Treasurer for Energy Transfer Partners, LLC in Dallas, Texas from July 2016 to January 2021.

Scott Grischow

Senior Vice President Finance and Treasury

Mr. Grischow has served as Senior Vice President Finance and Treasury for us and Sunoco GP in Dallas, Texas since December 2022. He served as Vice President of Treasury and Investor Relations for us and Sunoco GP in Dallas, Texas from January 2019 to December 2022.

Edward Pak

Assistant General Counsel

Mr. Pak has served as Assistant General Counsel for us and Sunoco GP in Dallas, Texas since June 2023. Prior to that Mr. Pak served as Chief Counsel for us and Sunoco GP in Dallas, Texas from November 2021 through May 2023. Mr. Pak served as Senior Counsel for us and Sunoco GP in Dallas, Texas from April 2016 through October 2021.

Brian A. Hand

Senior Vice President Chief Sales Officer

Mr. Hand has served as Senior Vice President Chief Sales Officer for us and Sunoco GP in Dallas, Texas since March 2019.

Mark Burford

Vice President of Account Management

Mr. Burford has served as Vice President of Account Management for us and Sunoco GP in Newtown Square, Pennsylvania since August 2023. He served as Senior Director, Account Management for us and Sunoco GP in Newtown Square, Pennsylvania from November 2019 to August 2023. He served as Senior Director, Marketing for us and Sunoco GP in Newtown Square, Pennsylvania and in Dallas, Texas from November 2016 to November 2019.

Mallory Raleigh

Senior Director Sales Support

Ms. Raleigh has served as Senior Director Sales Support for us and Sunoco GP in Dallas, Texas since November 2023. She served as Senior Manager - Customer Accounts for us and Sunoco GP in Dallas, Texas from October 2021 to November 2023. She served as Manager- Customer Accounts for us and Sunoco GP in Dallas, Texas from August 2018 to November 2021.

Duane Tabor

Senior Manager, Division Sales Ops

Mr. Tabor has served as Senior Manager, Division Sales Ops for us and Sunoco GP since April 2020 in Dallas, Texas. He served as Operations Manager for Alimentation Couche Tard in Dallas, Texas and San Antonio, Texas from July 1987 to April 2020.

Patrick White

Senior Manager, Franchise Onboard

Mr. White has served as Senior Manager, Franchise Onboard for us and Sunoco GP since 2024 in Dallas,

Texas. He served as an APlus Area Manager from August 1996 to October 1999 in Buffalo, NY and an APlus Division Manager from May 2002 to March 2007 in New York City. He also served as Franchise Manager from March 2007 to June 2016.

Item 3
LITIGATION

Pending Litigation

Sunoco (R&M), LLC and Sunoco, LLC vs. Pennsylvania National Mutual Casualty Insurance Company, Greyhound Aramingo Petroleum Co., Inc., and Sergey Gorlov

Originally filed in Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania, Civil Trial Division, Commerce Program, No. 00271; now at the Superior Court of Pennsylvania, No. 1532 EDA 2023, No. 1404 EDA 2023, and No. 1403 EDA 2023

In June of 2020, Plaintiffs Sunoco (R&M), LLC and Sunoco, LLC (collectively "Sunoco") filed an action for breach of contract and indemnification against Pennsylvania National Mutual Casualty Insurance Company ("Penn National"), franchisee Greyhound Aramingo Petroleum Co., Inc. ("Greyhound") and Sergey Gorlov arising out of defendants' failure to perform their respective contractual duties to Sunoco with respect to litigation arising out of an accident occurring on September 25, 2014, at a Sunoco-branded gas station located at 2750 Aramingo Avenue in the City of Philadelphia. In its complaint, Sunoco alleges that Defendant Greyhound and non-party SG II, LLC (both of which are owned or controlled by Defendant Gorlov) entered into a dealer franchise agreement with Sunoco and undertook indemnity and insurance obligations as it pertains to the above-referenced accident. For the Greyhound agreement, Defendant Gorlov also executed a personal guaranty that he too would be personally responsible for any monetary liabilities or obligations that Defendant Greyhound owed Sunoco. In accordance with their obligations under the dealer franchise agreements, both SGII and Defendant Greyhound purchased insurance policies that named Sunoco as an additional insured; SG II purchased its policy through Defendant Penn National. Sunoco alleges that Penn National, Greyhound, and Mr. Gorlov have all breached their contractual obligations to Sunoco with respect to a settlement of the personal injury litigation surrounding the above-referenced accident. Sunoco further brought a claim against Defendant Penn National for bad faith in unreasonably refusing to pay for Sunoco's loss incurred as a result of the personal injury litigation and settlement. Sunoco brought this suit to recover actual damages sustained, plus consequential damages, attorneys' fees, and pre and post-judgment interest to the extent permitted by law. After discovery and motion practice at the trial court level, the judge granted Sunoco's motion for summary judgment for breach of contract against Greyhound. At the same time, the judge granted Penn National and Sergey Gorlov's motions for summary judgment against Sunoco, which negated Sunoco's claims against Penn National and Gorlov as a matter of law. A damages trial was set on Sunoco's damages as a result of Greyhound's breach of contract. At the trial, the judge awarded Sunoco all of the damages it sought in its breach of contract case against Greyhound for failure to defend/indemnify Sunoco in the underlying personal injury case. Specifically, the judge awarded $1.5MM for the underlying settlement amount that Sunoco had to pay, $409,344.07 for unreimbursed defense costs for the underlying litigation, and $379,458.69 for attorney's fees to prosecute this breach of contract claim. The total verdict was $2,288,802.76. Greyhound appealed the verdict to the Superior Court of Pennsylvania. Sunoco also appealed the order granting Penn National's and Gorlov's motions for summary judgment to the same court. On February 7, 2025, the Supreme Court of Pennsylvania denied Sunoco's petitions for review, which exhausts Sunoco's appeals. However, the verdict against Greyhound has been affirmed, and enforcement efforts to try to collect

the unpaid judgment are currently ongoing.

Completed Actions

Kiran Park Newsstand Inc. v. Sunoco, Inc.

United States District Court, Eastern District of New York, No. 1:17-cv-03817(AMD)(VMS)

Plaintiff Kiran Park Newsstand Inc. brought an action against Sunoco, Inc. alleging that Sunoco owed Kiran Park $79,218.01 (representing funds for the return of a collateral security deposit) after the termination of Kiran Park's franchise with Sunoco. After removing the action to federal court, Sunoco was contacted by counsel for station manager Azhar Saeed who claimed that Saeed was also entitled to some or all of the funds sought by former franchisee Kiran Park in the lawsuit. Sunoco filed an answer, counterclaim, and third-party complaint in interpleader asserting that it held $79,218.01 in an account referencing prior franchisee Kiran Park. Sunoco offered to deposit the funds into the registry of the court and be dismissed with prejudice, as neither Kiran Park nor Saeed disputed that the amount held by Sunoco was the correct total to be returned. On November 7, 2017, Sunoco paid the funds into the registry of the court, and on February 8, 2018, Sunoco was dismissed with prejudice from the action. The case is now closed.

Item 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

Area Representative Fee

When you sign your AR Agreement, you must pay us an initial fee in the amount of $5,000 ("Initial Fee"). Effective from the signing of the AR Agreement, you must commit to developing a minimum of 5 APLUS Stores within the first 12 months of operation.

You must pay the Initial Fee as a lump sum when you sign the AR Agreement. The Initial Fee is fully earned and non-refundable upon our receipt.

All APLUS Stores operated by Prospects you or your affiliate recruit must pay the standard, then-current initial franchise fee for each APLUS Store. The franchise for the APLUS Store will be offered under a separate Disclosure Document.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Advertising	$5,000	If you fail to meet your sales goals in a particular year, you may be required to make an additional advertising expenditure in the	If your sales goals are met, there will be no requirement to make this expenditure. This amount must be used for approved franchise sales advertising.

Type of Fee	Amount	Due Date	Remarks
		following year	
AR Brand Fee	Currently, not collected. If we establish AR Brand Fee, you must pay up to $1,000 per month per Territory owned by you.	Monthly	Payable if we establish the Area Representative Marketing Fee (the "**AR Brand Fee**"), which is described in Item 11. If you engage and hire a broker, you are solely responsible for all costs and broker's fees.
Successor License Fee	Currently you do not have any contractual right to renew.	Upon signing successor Area Representative Agreement	You do not have a contractual right to renew your Area Representative Agreement; however, upon expiration of your Area Representative Agreement or termination you are obligated to make payment to us for Royalty Fee Commission and may be entitled to Continued Right to Commission subject to services provided to the existing APLUS Store franchisees you signed pursuant to your agreement with us.
Continued Right to Commissions	Payment of Royalty Fee Commission to us		Upon expiration of your Area Representative Agreement, your right to receive and obligation to pay us the Royalty Fee Commission continues subject to your continued support and services as outlined in your Area Representative Agreement. If we terminate your Area Representative Agreement or you fail to provide the required support to the franchisee you signed, we reserve the right in our sole discretion and you are no longer entitled to the Continued Right to Commissions.
Training Fee[1]	Up to $2,000 per person	Prior to attending training	If you send more than one principal, owner, manager or employee to our training program, we will charge our then-current training fee. The amount in this chart does not

Type of Fee	Amount	Due Date	Remarks
			include any expenses incurred by such attendee.
On-Site Training Cancellation Fee	Our then-current on-site training cancellation fee	Upon demand	A minimum of 72 hours written notice is required otherwise the on-site cancellation fee will be applied.
Records Audit	All costs and expenses associated with the audit, plus amount of outstanding fees due, if any	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3%.
Transfer Fee	The greater of (a) 10% of sales price, or (b) the average monthly revenue collected in the previous 12 months or specific number of months if less than 12.	When transfer occurs	You do not have a contractual right to transfer your Area Representative Agreement; however, we may in our sole discretion allow you to assign to whoever takes over distributor's contracts for fuel, if appropriate and they meet our AR requirements. If we do permit an assignment, then we charge the greater of 10% of the sales price or the average monthly revenue collected in a 12-month period (or as long as AR has been around, if less than 12 months).
Failure to Perform Fee	Amount of out-of-pocket expenses incurred by us directly or indirectly plus 25%	On demand	Payable for work and expenses incurred by us in performing services to Franchisees in the Territory which you have failed to perform including any fees charged by an independent third-party. Additionally, failure to perform services to APLUS Store franchisee in the Territory can lead to termination of your AR Agreement or forfeiture of any compensation that otherwise would be due relating to such franchisee at our discretion.
Indemnity	Our actual costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates, parents and subsidiaries against all losses in any action by or against us related to, or alleged to arise out

Type of Fee	Amount	Due Date	Remarks
			of, the operation of your franchise (unless caused by our misconduct or negligence).
Technology Fee	Currently not enforced, however, we retain the right to enforce upon 10 days written notice in the amount $350 to $600 per month.	Monthly as invoiced	Technology fee may cover the cost of acquiring software used to track the sales process of franchisees and e-mail addresses with "APLUS" domains. Each additional e-mail address required by the Area Representative will be subject to additional then-current cost. The amount due will be automatically deducted from any amount to you or other means designated by us. Technology Fee is subject to increase by an amount not to exceed 10% of the prior year's Technology Fee.
Legal Costs	If you are in the default and if we take any action to enforce provisions of your Area Representative Agreement, you must reimburse us for our actual attorney fees, court costs, and other expenses of a legal proceeding	On demand	This amount includes accounting and attorneys' fees, travel costs, expert witness fees, filing fees, and other costs related to the action or claim.
Insurance Premiums	Cost to obtain missing insurance policies plus our costs, for which our costs are not to exceed $1,000	As incurred	If you fail to obtain or maintain required insurance, we may obtain insurance and seek from you reimbursement for insurance including late fees
Default Fee	$1,500 per event, plus $1,500 for each month the default continues; or our actual costs of reinspection and enforcement, whichever is greater.	Within 3 days of demand	If you are in default under this Agreement, or non-compliant under the terms of your agreement or our system standards and specifications, at our direction and without waiver of any of our rights under this Agreement, in lieu of termination of this Agreement, we may impose a fee ("Default Fee") in

Type of Fee	Amount	Due Date	Remarks
			an amount of $1,500 plus the cost of reinspection and the cost of enforcing compliance. Fee continues each month the default continues. You must pay this default fee within 3 days of our demand.
Interest Charges	18% per annum from due date	On demand	Applies to past due payments of all fees, charges, interest and payments due from you to us.
Administrative Enforcement Fee	$200 which may increase by an amount not to exceed 10% of then-current amount	Per Occurrence	APLUS may impose and collect from Area Representative an Administrative Enforcement Fee (which may be increased each year by an amount not to exceed 10% of the then-current amount) for each "enforcement effort" that APLUS undertakes on account of Area Representative's noncompliance with System Standards or this Agreement

All fees are imposed, and collected by and paid to us unless otherwise noted. All fees are nonrefundable. All fees are uniformly imposed except as otherwise noted.

Note 1: You are responsible for all expenses (in addition to the stated training fee) associated with travel, meals, and lodging while you attend training sessions. All of these expenses are paid to third parties. These expenses will vary according to where you stay, where you eat and how far you travel.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Area Rep Initial Fee[1]	$5,000	Check or wire transfer	Upon signing the franchise agreement	Us
Initial Training: travel and living expenses[2]	$2,500 to $5,000	As Incurred	As Incurred	Airlines, Restaurants, Hotels
Office Supplies and Equipment (including Computer System)[3]	$2,500 to $7,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance[4]	$5,000 to $10,000	Check	Upon ordering	Insurance company
Professional Fees (lawyer, accountant, etc.)	$1,500 to $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Office Supplies	$500 to $1,500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Additional funds (for first 3 months)[6]	$3,000 to $7,000	Varies	Varies	Employees, suppliers, utilities
Total	**$20,000 to $38,500**			

Note 1: See Item 5 for more information about the Area Representative Initial Fee. The Initial Fee is uniformly imposed on all area representatives and is not refundable under any circumstances.

Note 2: We provide an initial Area Representative training ("AR Training Program") for one of your owners who have executed the AR Agreement without charge, but you are responsible for all compensation, travel and living expenses. We may charge a training fee (currently, $2,000 per person trained) for additional or replacement trainees or owners. In any event you are responsible for yourself and your employees or agents' expenses for attending such training. All individuals with Area Representative responsibility must attend our required training. The amounts in the chart represent the estimated out-of-pocket costs for up to three individuals to attend training.

Note 3: The costs of these items are dependent on the size and configuration of your Area Representative Business. This estimate includes computer, printer, scanner, cell phone, telephone, facsimile machine, and high-speed internet connection and general stationery and office materials.

Note 4: See Item 8 for our current minimum insurance requirements. The cost of insurance will vary based on types and limits of insurance purchased, location of the Area Representative Business, terms available and other related factors. The amount reflected in the chart is cost of insurance for the first three month of area representative's operation.

Note 5: You must apply for, obtain and maintain all required permits and licenses necessary to operate your Area Representative Business. The licenses will vary depending on the state within which you operate and the location of your Area Representative Business. Depending on the location of your Area Representative Business you may be required to register as a franchise seller with a state franchise regulator.

Note 6: These amounts are our estimate of the amount needed to cover your expenses for the three-month start-up phase of your Area Representative Business. These amounts do not include any estimates for debt service.2

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Approved or Designated Suppliers; Purchases According to Specifications

You must purchase only from us or from designated sources, as applicable, all: (1) proprietary products, advertising, point-of-purchase materials, and other printed promotional and marketing materials; (2) stationery, business cards, contracts, and forms; and (3) other such similar materials, memorabilia, and supplies bearing our Marks necessary to operate your Area Representative Business. In addition to approved suppliers, we may require you to buy your supplies from affiliated or third-party distributors. Information concerning approved and designated suppliers will be communicated to you via SunocoNet. Currently, neither we nor any affiliate is an approved supplier. None of our officers own an interest in any other privately-held supplier or a material interest in any publicly-held supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

If you desire to purchase any of the items specified in this Item 8 from a supplier that is not an Approved Supplier, you or the supplier must submit to us a written request for approval. We have sole discretion over

the approval of such suppliers. At a minimum they must demonstrate the ability to meet our standards and specifications and possess adequate quality controls and capacity to supply your needs promptly and reliably. We may inspect the proposed supplier's facilities, and require that we receive samples from the proposed supplier for testing prior to granting or denying approval. We may impose a charge that does not exceed the reasonable costs of our inspection and testing. This charge may be paid by you or the proposed supplier. We may re-inspect the facilities and products of any supplier at any time, and may revoke the prior approval if we determine that the supplier does not meet the quality standard that is consistent with the favorable public image of the APLUS. The AR Agreement imposes no time period in which we are required to exercise our right of approval or disapproval. All suppliers approved by us are required to sign an agreement indemnifying us for the supplier's products, actions and services.

We will provide you a list of Approved Suppliers that will be incorporated on SunocoNet. We will remove the status of a previously Approved Supplier by notifying you in writing of the revocation and the reasons for the revocation. We may also require you to purchase certain items and services only from specific suppliers designated by us ("Designated Specific Suppliers"). We reserve the right to require your purchases from Approved Suppliers or Designated Specific Suppliers be made through a buying group administered by us or our third-party designee.

Insurance

You must obtain and maintain insurance policies protecting you and us and our affiliates as additional insureds on a primary non-contributory basis. The insurance must be underwritten by insurers licensed and admitted to write coverage in the state in which the Area Representative Business is located and with a rating of "A" or better by the A.M. Best Company's rating guide. Sunoco Retail LLC and its Subsidiaries & Affiliates must be included as an "Additional Insured" on all policies.

These policies must include the coverage that we require, which currently includes:

1. Comprehensive commercial general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, explosions, and collapse liability, coverage on all equipment (other than motor vehicles, licensed for highway use) and personal and advertising injury, with a combined bodily injury and property damage, including personal injury single limit of at least $1,000,000 each occurrence, or as required by the U.S. Department of Transportation, whichever is greater;
2. Automobile liability insurance, including contractual liability covering any motor vehicles owned, hired, or used in connection with the Area Representative Business, with a minimum combined single limit per occurrence of at least $1,000,000 for property damage and bodily injury, and in full compliance with the U.S. Department of Transportation requirements, whichever is greater.
3. If you hire any employees for your Area Representative Business, then you must maintain statutory workers' compensation insurance and employers' liability insurance as required by the law of the state in which the Area Representative Business is located, including statutory workers' compensation limits and employers' liability limits of at least $500,000 for each accident, $500,000 for disease (policy limit), $500,000 for disease (each employee);
4. You must maintain errors and omissions insurance to protect your Area Representative Business for any negligent acts, errors or omissions committed during your Area Representative Business activities that result in yours or our financial loss in the amount of $2,000,000.00.
5. All other insurance that we require on SunocoNet or that is required by law or by the lease or sublease for the Area Representative Business.

We reserve the right to require you to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that we are named as additional insured on these cybersecurity insurance policies.

You may purchase insurance from any vendor and you may purchase greater coverage than the amounts listed here. You must name us as an additional insured on any insurance policies that you purchase and furnish proof to us before beginning operation of your Area Representative Business.

Revenue Derived from Franchisee Purchases and Leases

We and our affiliates will derive revenue from your purchases and leases to the extent that you buy products or services from us, our affiliate, or our designated suppliers. We receive payments or material benefits from suppliers based on your purchases or leases of equipment, inventory, and operating supplies used in operating your Area Representative Business day-to-day.

During our fiscal year ending December 31, 2025, neither we nor our affiliates received any revenue as result of these types of purchases or leases by franchisees.

Estimated Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 27% to 30% of your total initial investment (not including the initial franchise fee). We estimate that approximately 90% of your total inventory purchases will be used to operate your Area Representative Business.

Description of Purchasing Cooperatives; Purchasing Arrangements

We may negotiate purchase arrangements with primary suppliers for the benefit of Area Representatives. If we negotiate a purchase agreement for the region where your Area Representative Business is located, you must participate in the purchasing program at the price and other terms we negotiate with designated supplier for source restricted goods and services on behalf of the System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers. We and/or our affiliates may receive rebates payments and other material benefit from suppliers based on your purchase and we reserve the right to institute and expand rebate programs in the future.

Currently, no purchasing or distribution cooperatives exist in the Area Representative franchise system.

Item 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Area Representative Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 8.C	Item 11
b. Pre-opening purchase/leases	Section 8.C	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Section 8.E	Items 5, 7, 8 and 11
d. Initial and ongoing training	Section 6	Items 5, 6, 8 and 11
e. Opening	Section 8.G	Items 7, 8 and 11
f. Fees	Section 4	Items 5, 6 and 7
g. Compliance with standards and policies/operating contained on SunocoNet	Section 7	Items 8, 11 and 14
h. Trademarks and proprietary information	Sections 9 and 10	Items 13 and 14

Obligation	Section in Area Representative Agreement	Disclosure Document Item
i. Restrictions on products/services offered	Section 12	Items 8, 11 and 16
j. Warranty and customer service requirements	No provision	Item 8
k. Territorial development and sales quotas	Section 3.A., 3.B Attachment 1	Item 12
l. Ongoing product/service purchases	Section 8.K	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	Section 8.F, 8.J	Items 6, 7 and 8
n. Insurance	Sections 12.G. and Section 12.H.	Items 6, 7 and 8
o. Advertising	Sections 3.C, 3.D, 12.I, 12.J	Items 6, 7, 8 and 11
p. Indemnification	Section 17.C	Items 6 and 8
q. Owner's participation/management/staffing	Section 2.E	Items 15
r. Records and reports	Sections 12.K, and 12.L	Item 11
s. Inspections and audits	Section 13.A	Items 6 and 11
t. Transfer	Section 14	Items 6 and 17
u. Renewal	Section 15.B	Item 17
v. Post-termination obligations	Section 16	Item 17
w. Non-competition covenants	Sections 11 and 16	Item 17
x. Dispute resolution	Section 18	Items 6 and 17

Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or other obligations.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Before you begin your operation as Area Representative Business, we will:

1. By mutual agreement we will establish: (a) the geographic area of your Territory (Section 1.D, and Attachment 1), and (b) your sales and opening goals (Section 3, and Attachment 1).

2. Provide your Controlling Principal, (defined in the Area Representative agreement) of the Area Representative franchisee, with our standard Area Representative training program as described in this Item 11. You are responsible for any additional persons training cost plus your own expenses associated with any such training by your attendees. (Section 6.A)

3. Provide you access to SunocoNet and various materials and other on-line communications. (Section 7.A).

4. Provide you with copies of the Franchise Agreement, Franchise Disclosure Document and related ancillary documents necessary to offer or sell APLUS Store franchises (the "Documentations"). Section 7.B.

During your operation as Area Representative, we will:

1. Distribute to you the applicable franchise Sales Service Commissions and royalty commissions due to you for the related APLUS Store(s) in your Territory (subject to the terms and conditions of the Area Representative Agreement.) (Section 5, and Attachment 2).

2. Provide counseling, information and materials on advertising and promotional matters, training and development procedures, and other elements of the APLUS System, through directives, System bulletins, meetings and seminars, telephone and on-site visits, and through the APLUS website, Sunoco portal, or other on-line communications. (Section 7.B.)

Office Site Selection

Area Representatives may operate their Area Representative Franchise from any site located inside the Area Representative's Territory, including but not limited to a home office. Only you are responsible for compliance with any local rules and regulations, including any home owner's association if you operate your business from your home office. We do not own, lease, select or approve the site from which you will operate your Area Representative Franchise location.

Length of Time to Open

They average length of time to between signing of the Area Representative Agreement and the opening of the Area Representative Business is 30-90 days. Failure to open and operate your Area Representative Business within the required time frame may lead to termination of your Area Representative Agreement without refunding any fees or other funds to you. You may not open or commence the operations of the Area Representative Business until you have completed our initial training requirements and obtained the necessary licensing and authorization from state and regulatory agencies within your Territory or our registration of the APLUS Store Franchise Disclosure Document, and all appropriate waivers and requirements related to the sale of franchises and/or business opportunities within your Territory and any other state that maintains jurisdiction related to the operations of the Area Representative Business.

Advertising

You will be responsible for assisting us in advertising for, recruiting, screening, and interviewing Prospects for APLUS Store franchises within the Territory.

The media in which the advertising may be disseminated includes merchandising materials and programs (i.e. handbills, flyers, brochures, signs, point-of-sale, billboards, and high-rise signs), electronic media (i.e. television, radio, cable and Internet) outdoor, print, point-of-sale and sponsorship, all of which must be approved by us in writing prior to your use. The scope of the coverage of the media, if any, is local or regional and is determined at our sole discretion. All advertising is created in-house with the help of outside agencies. If we provide any advertising materials or advertising support, we reserve the right to charge you a reasonable fee for such support and cost for advertising materials.

Any advertising and promotions conducted by you independently of those conducted by us must be reviewed and approved by us prior to implementation and must be in accordance with our standards and specifications. Any request not approved within 30 days of submission will be deemed not approved. You must promptly discontinue the use of any materials, media, or method of distribution promptly upon receipt of written notice

from us. You may not use your own materials until we have approved them, and must promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us.

Website and Digital Media
You may not utilize any websites, web-based media, or digital media unless expressly approved by us in writing. We strictly control how you may use websites and digital media, and you must assign all website media and digital media accounts to us.

AR BRAND FEE. Currently, Area Representatives are not required to participate in any advertising fees. We may, in our sole discretion, establish the AR Brand Fee for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate, in our sole discretion. The AR Brand Fee is intended to promote recognition of the Marks, efforts to recruit Prospects, and patronage of APLUS Stores. If we establish the AR Brand Fee, you must participate in it and contribute between $500 to $1,000 per month, as we designate from time to time. We will give you at least 30 days' written notice of the establishment of the AR Brand Fee or any change in the amount of AR Brand Fees. We and our affiliates will not be obligated to contribute to the AR Brand Fee. We reserve the right to defer or reduce contributions of any or all Area Representative franchisees and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the AR Brand Fee for one or more periods of any length and to terminate (and, if terminated, to reinstate) the AR Brand Fee.

If we establish the AR Brand Fee, we or our designee will maintain and administer it as follows:

(a) We will direct all advertising program fees or sponsorships using the AR Brand Fee and will have sole discretion to approve or disapprove the creative concepts, materials, and media used in those programs, the placement of the advertisements, and the allocation of the money in the AR Brand Fee to production, placement, or other costs. The AR Brand Fee may be used to pay the costs of preparing, producing, and distributing advertising materials in any form or format; administering regional and multi-regional advertising programs or services, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System Website, other websites, and applications; implementing keyword or ad-word purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities, and reimbursing administrative costs related to the AR Brand Fee.

(b) In administering the AR Brand Fee, we and our designees are not required to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you or any particular Area Representative Business benefits directly or pro rata from the placement of advertising. We are not required to spend any advertising monies in your Territory.

(c) The AR Brand Fee will be accounted for separately from our other fees and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the AR Brand Fee and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the AR

Brand Fee. We have no fiduciary duty to you, or any other franchisees, or your or their respective owners with regard to the operation or administration of the AR Brand Fee.

(d) The AR Brand Fee will from time to time furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at the expense of the AR Brand Fee, including any related shipping, handling and storage charges.

(e) We may spend, in any fiscal year, an amount greater or less than the contributions to the AR Brand Fee in that year. If excess amounts remain in the AR Brand Fee at the end of the fiscal year, the money will remain in the AR Brand Fee for use in the next year.

(f) We will not audit the AR Brand Fee and do not make any financial statements of the AR Brand Fee available for your review.

(g) Although the AR Brand Fee is intended to be of perpetual duration, we may terminate the AR Brand Fee. If the AR Brand Fee is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be, at our option, spent on marketing in accordance with the above or distributed to our franchisees in proportion to their respective contributions to the AR Brand Fee during the preceding 12-month period.

(h) There is no contractual restriction on our right to use monies from the AR Brand Fee for preparation of Area Representative Business franchise sales solicitation materials. However, we do not anticipate using the AR Brand Fee for such purposes, other than including a brief statement about the availability of Area Representative Business franchises in items produced and/or distributed using the AR Brand Fee.

(i) As of the most recent fiscal year ending December 31, 2025, we have not collected any AR brand fee contributions.

Advertising Council / Marketing Cooperative

We do not have an advertising council that advises us on the use of the AR Brand Fee or advertising polices as it relates to your Area Representative Business. We have no Area Representative market cooperatives, currently in place for the Area Representative system.

Computer Systems/Requirements

Strictly for the operation of your Area Representative Business you may use your own personal computer, that includes Internet access, which is able to send and receive e-mail communication. To facilitate automated communications, a broadband connection (DSL, Cable, FIOS, or similar connection) is required. You agree to fully cooperate with us, without limitation, to provide us with independent access to any Area Representative Business-related computer-based records and information as we deem appropriate.

Training Program

Our AR Training Program consists of the following:

AR TRAINING PROGRAM

The following chart summarizes the subjects covered in our AR Representative initial training program:

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Store Development - Sales Process, Selecting Prospects - Design and Approval Process - Required Documents - Onboarding with Sunoco - Grand Opening	3	0	Self-directed virtual modules via CBT or any other method we may designate.
Store Support - Monthly Visits and Checklist - Promotion and Planogram Compliance - Back Office Accounting Compliance - Improving Sales	3	0	Self-directed virtual modules via CBT or any other method we may designate.
TOTALS:	6	0	

In addition to the AR Initial Training Program you must also complete the Franchisee Initial Training Program consisting of the following:

Subject	Hours of Training*	Hours of On-The-Job Training*	Method*
Introduction	10min	0	Self-directed virtual modules via CBT or any other method we may designate
APlus Merchandising	30min	0	Self-directed virtual modules via CBT or any other method we may designate
Central Scheduling	10min	0	Self-directed virtual modules via CBT or any other method we may designate
Core Mark	10min	0	Self-directed virtual modules via CBT or any other method we may designate
Customer Solutions	10min	0	Self-directed virtual modules via CBT or any other method we may designate
Dealer Credit	10min	0	Self-directed virtual modules via CBT or any other method we may designate
Environmental	60min	0	Self-directed virtual modules via CBT or any other method we may designate

Subject	Hours of Training*	Hours of On-The-Job Training*	Method*
Safety	30min	0	Self-directed virtual modules via CBT or any other method we may designate
Serv Safe Manager Course + Exam	8-10hrs	0	Self-directed virtual modules via CBT or any other method we may designate
Serv Safe Food Handler Course + Exam	60min	0	Self-directed virtual modules via CBT or any other method we may designate
SSCS	3 days (18-20hrs)	0	Self-directed virtual modules via CBT or any other method we may designate
Sunoco Brand Marketing	30min	0	Self-directed virtual modules via CBT or any other method we may designate
SunocoNet Portal	60min	0	Self-directed virtual modules via CBT or any other method we may designate
Supply Optimization	10min	0	Self-directed virtual modules via CBT or any other method we may designate
Total	**31.5 / 35.5 Hours**	**0**	

FRANCHISEE DISCRETIONARY TRAINING PROGRAM (AS REQUIRED/REQUESTED)

Subject	Hours of Training*	Hours of On-The-Job Training*	Method*
Sales Associate Role Training	0	15	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate
Inventory Management	0	4	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate
Loss Prevention Techniques	0	1	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate
Safety Management	0	3	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate

Underground Storage Tank Review	0	3	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate
Driving Sales	0	30	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate
Driving Food Service Sales	0	30	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate
Driving Fuel Sales	0	30	Hands-on leaning at our headquarters in Dallas, Texas, your franchised business location, or another location we designate
TOTAL	**0**	**116**	

*Or such other location or format (including virtual) as Sunoco may designate from time to time.

The AR Representative initial training program is comprised of mandatory self-directed virtual modules via computer-based training ("CBT"). In addition to AR Representative initial training program, you must also complete the Franchisee initial training program via CBT. Furthermore, you must also complete an additional discretionary hands-on learning if requested by you or required by us based on our assessment of your experience. We use a pre-training questionnaire to evaluate your industry experience and store management history. Based on this evaluation, Patrick White and Duane Tabor, our Senior Managers responsible for training curriculum, will determine if additional discretionary training is required in specific operational areas. You and your Controlling Principal or owner must satisfactorily complete the initial training before the opening of the Area Representative Business. Because Area Representatives are responsible for training and supporting franchisees, we may require completion of all discretionary modules to ensure proficiency.

Patrick White and Duane Tabor are the Senior Managers responsible for the training curriculum. Mr. White has been with us since August 1996 and has over thirty years of experience in the industry. Mr. Tabor has thirty-nine years of experience in the industry and has been with us for the past six years.

There is no fee for one individual to attend training. You must pay the travel, salary, food, and living expenses of people attending training. All individuals with Area Representative responsibility must attend training. If you are an individual, you must attend training. If you are an entity, at least one of your Controlling Principals must attend training. You may send any additional persons to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business. We do not provide assistance with the hiring and training of your employees. You will be directly responsible for the management and supervision of your employees.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who has completed our training program. If you need to send a new general manager to our training program, or periodically, you, your general manager, or employee must attend a refresher-training program as we may designate to be conducted at our headquarters or another location we designate. We will charge a fee, which is currently $2,000 per training per person. Attendance at these programs will be at your expense.

If we or our representative is scheduled to conduct an on-site training program, or scheduled for a visit at your location for training or other reasons, or if you register for a training program and you subsequently

cancel, fail to attend, fail to have the appropriate parties attend, or fail to stay for the entire training program then you must pay us our current on-site training cancellation fee (the "On-Site Training Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of schedule training program and how far in advance you notify the Franchisor in writing of the cancellation and the cost and expense incurred in rescheduling our travel arrangements.

Item 12
TERRITORY

You will not receive an exclusive territory. You may face competition from us, other franchisees, from APLUS Stores that we own, other Area Representatives, or from other channels of distribution or competitive brands that we control.

Under the Area Representative Agreement, we grant to you, subject to our Reserved Rights (defined below), the right to develop and operate an Area Representative Business to sell a minimum number of APLUS Store franchises only to those individuals or such entities which are currently under a contractual relationship with you or your affiliate to be supplied fuel pursuant to your signed agreement with Sunoco, LLC and us, which shall be your "**Territory**".

The scope and size of your Territory will be limited to those dealer's fueling stations currently supplied by you under a fuel distribution contract. At the time of signing your Area Representative Agreement we will mutually agree on the number of APLUS Store Franchises that must be sold, developed, operated and supported by you within your Territory. You must develop or sell, a minimum of five APLUS Store franchises within your Territory during your first twelve months as an Area Representative. Generally, we assume each APLUS Store will have a designated area which is generally specific to that fueling station only.

We retain all rights, including our right to offer and sell APLUS Store franchise opportunities and other franchise opportunities using different Marks inside and outside of your Territory. Except the rights granted to you pursuant to your Area Representative Agreement, you do not have the right to sell APLUS Store opportunities outside of your Territory.

In addition we reserve to ourselves all other rights, including the right (a) to own and operate and to grant others the right to own and operate an APLUS Store within and outside the Territory, regardless of their proximity to the Territory; (b) to operate APLUS Store and license the use of the Marks and System outside the Territory; (c) to operate, and license others to operate other convenience or similar stores or, businesses utilizing trademarks other than APLUS inside and outside the Territory and (d) engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license, and sale of any and all food, beverages, fuel, or other services and products, under the Marks or under other names or marks through any method of distribution, other than such products offered at a APLUS Store, regardless of the competitive impact, and including, but not limited to: from vending machines and kiosks, food trucks, grocery stores, and other food retailers and through mail order catalogs and the Internet, regardless of the proximity to, or the competitive impact on, APLUS Store you develop or sell within and outside of the Territory.

We are not required to compensate you if we exercise any of the rights specified above inside your Territory.

The Area Representative Agreement requires that you refer to us franchise candidates which result in the opening of at least the agreed upon number of APLUS Stores per year (whether one or more).

The continuation of your Area Representative Territory rights is dependent and subject to your achievement of a certain sales volume, market penetration, and other contingencies in addition to your continued compliance with and satisfaction of, the terms and conditions of your Area Representative Agreement. To retain the rights of your Area Representative Business and to your rights in the your Area Representative Territory, as to each and every year and development period identified in your Area Representative Agreement, you must satisfy a development quota (the "Development Quota") as to the total number of

APLUS Store Franchise Agreements signed with APLUS Store Franchises designated and to be located within the Area Representative Territory and, the number of APLUS Store Franchises located within your Area Representative Territory that are developed, open, and operating in conformity with the requirements of our System. Your Development Quota will be determined and agreed to by both of us at the time of signing the Area Representative Agreement. Your failure to comply with the Development Quota is a violation of your Area Representative Agreement.

If you fail to meet the sales goal performance requirements we can, in our sole discretion, elect to either reduce your annual Development Quota or we may terminate the Area Representative Agreement. Other than as defined in this Item 12, boundaries of your Territory may be altered only by mutual consent of the parties.

We do not grant you any options or rights of first refusal to acquire additional franchises or additional area representative territories.

There may be Area Representative Agreements or other agreements already in effect between us and Franchisees in the Territory when you sign your AR agreement. The rights granted to you under the AR Agreement are subject to the rights of existing Franchisees in the Territory. Furthermore, if you are no longer in a contractual relationship with Sunoco, LLC and us, regardless due to expiration or termination, we retain the right to terminate your Area Representative Agreement. Upon your termination you relinquish any right to sell or receive Commission from APLUS Store franchisee in your Territory. We may in our sole discretion allow you to receive Royalty Fee Commission for existing franchisees in your Territory, subject to your continued support and services as outlined in your Area Representative Agreement.

Item 13
TRADEMARKS

Our affiliate Sunmarks owns the following Marks, which are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO") and all required affidavits have been filed:

Mark	Registration Number	Filing Date	International Class
APLUS	1760205	March 23, 1993	035
APLUS	1843340	July 5, 1994	042
A PLUS and Design	6732447	May 28, 2020	035
A PLUS and Design	6732448	May 28, 2020	035
A PLUS and Design	6732449	May 28, 2020	035

A PLUS and Design	6761171	May 28, 2020	035
	4446193	September 25, 2012	035
	2471154	November 24, 1999	035
	2419068	November 24, 1999	35
	2419073	November 24, 1999	35
	2419067	November 24, 1999	35

We have applied; however, the following Marks are not registered with the USPTO. We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark which may increase your expenses.

Mark	Serial Number	Filing Date	International Class
APLUS	88937954	May 28, 2020	029, 030
A PLUS and Design	88937980	May 28, 2020	029, 030
A PLUS and Design	88938003	May 28, 2020	029, 030
A PLUS and Design	99100600	March 24, 2025	035
A PLUS and Design	88938104	May 28, 2020	029, 030
A PLUS and Design	99100595	March 24, 2025	035

 A PLUS and Design	88938064	May 28, 2020	029, 030
 A PLUS and Design	88938091	May 28, 2020	029, 030
 A PLUS and Design	88938115	May 28, 2020	029, 030

Through a master license agreement dated June 1, 1990, Sunmarks granted us a license to use the Marks and to sublicense their use to our franchisees. The license is perpetual unless terminated for cause by either party. In the event of termination by Sunmarks, you will have to change, at your expense, to the alternative Marks we designate. There are no other agreements currently in effect which would significantly limit our rights to use or license the use of the trademarks and service marks in a manner material to the franchise.

There are no currently pending or effective material determinations of the USPTO, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court. There are no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. We know of no infringing or prior superior uses that could materially affect the use of the Marks.

You do not receive any rights to the Marks other than the exclusive right to use them in the operation of your APLUS Store. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the APLUS Store, except as may be required otherwise. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Area Representative Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Area Representative Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges, or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We, at our expense, take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, upon 30 days written notice, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your APLUS Store for the new or modified Marks. You do not have to spend an amount unreasonably disproportionate to your initial investment during the initial term of the APlus Franchise Agreement to conform your APLUS Store to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You may not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks. You may not use service marks or service names the same or confusingly similar to any of our Marks in whole or in part as part of any corporate, partnership, or other business name used by you.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

We do claim copyright protection and proprietary rights in the original materials used in the System, including our recipes and procedures, menus, manuals, bulletins, correspondence and communications with our franchisees, training, advertising, and promotional materials, the content and designed of our web site, and other written materials regarding the operation of APLUS or SUNOCO franchised business and the System ("Copyrighted Works").

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes SunocoNet and APLUS Systems Manual, as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business. We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The area representative agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have proprietary, confidential materials and information on SunocoNet, and the APLUS Systems Manual that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of the information contained on SunocoNet and in our APLUS Systems Manual and any other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are an individual, you must devote your full time, energy, and best efforts to the operation of the Area Representative Business. If you are a business entity, you must designate either one or more Controlling Principal(s) to be responsible for the day-to-day management of the Area Representative Business. You and your Controlling Principal (if not you) must successfully complete all APLUS required training for Area Representatives and the APLUS Store franchisee training.

If you have formed a business entity to operate the Area Representative Business, you and each holder of an ownership interest of 10% or more in that entity must personally guaranty the complete and timely performance of all the Area Representative's obligations under the Area Representative Agreement, including payment of all fees and other expenses, and must sign the form of guaranty attached to the Area Representative Agreement as Attachment 3.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide the sales and service activities that we authorize within your Territory. We may periodically add authorized services or require you to change the required services that you offer. Nothing limits our right to make these changes, and you must promptly implement them in the timeframe that we designate.

You may not sell proprietary products through any means of distribution unless we expressly authorize in writing. We have the right to establish maximum, minimum or other retail pricing requirements to the extent permitted by law.

You may not operate any co-branding marketing system without our prior written consent, which may be withheld in our sole discretion.

You must comply with all applicable federal, state, and local laws, rules, and regulations governing the marketing, promotion, and sale of franchises, including, without limitation, those relating to franchise registration, disclosure, and unfair or deceptive practices. You may only promote the sale of APLUS Store franchises as approved by us in writing and subject to our standards and specifications as set forth on SunocoNet. As an Area Representative you are not authorized to enter any agreements on our behalf and we possess sole discretion as to whether or not we approve the APLUS Store franchisees. There is no limitation on our right to change the terms and conditions upon which we may offer APLUS Store franchises.

You may not offer any products or services to APLUS franchisees that are not authorized by us.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Area Representative Agreement	Summary
a. Length of the AR term	Section 15.A	Unless sooner terminated, 5 years from effective date; however, if you do not meet the minimum development requirements according to the development schedule, this agreement shall terminate upon notice.
b. Renewal or extension of the term	Section 15.B	No contractual right to enter into a successor term.
c. Requirements for AR to renew or extend	Section 15.B	Conditions include (notwithstanding other provisions): you must give six months' notice, have provided requested information and meet current criteria, have substantially complied with and not be in breach under any other agreements with us or our affiliates, agree to a redefinition of the Territory, agree to a revised Development Schedule, pay a successor license fee, complete refresher training, correct any deficiencies, and sign a then-current AR Agreement (which may be materially different from the form attached to this Disclosure Document) and general release.
d. Termination by AR	No provision	Not applicable.
e. Termination by franchisor without cause	No provision	Not applicable.
f. Termination by franchisor with cause	Section 16.A	We may terminate the AR Agreement if you materially default under your AR Agreement, any franchise agreement or any other agreement between you and us or our affiliate. In the event of the death or permanent incapacity of an owner, we may terminate if you fail to adhere to the applicable transfer requirements.
g. "Cause" defined--curable defaults	Section 16.A	We may terminate the Area Representative Agreement after providing you a 30-day cure period if you fail to comply with any provisions of the Agreement, except as described in 17.H., below.
h. "Cause" defined--non-curable defaults	Section 16.A	We may terminate the Area Representative Agreement without providing an opportunity to cure for failure to complete initial training, for the making of material misrepresentations or omissions in your franchise application, for failure to meet the sales

Provision	Section in Area Representative Agreement	Summary
		and opening goals or if you or your affiliate's agreement with us or Sunoco, LLC terminates. If we terminate your rights and obligations under your Area Representative Agreement, we may immediately terminate any rights you may have in Commissions.
i. AR's obligations on termination/non-renewal	Section 16.C	You must cease the solicitation and recruitment of franchise Prospects, and you must cease all services to APLUS Stores in the Territory, and you must comply with all applicable confidentiality, non-competition covenants, and all your post termination obligations. You relinquish any right to receive Commission. You may, however, continue to operate any APLUS Store under a franchise agreement between you and us that remains in effect after the termination or non-renewal of the Area Representative Agreement.
j. Assignment of agreement by franchisor	Section 14.A	We have the right to transfer or assign the Area Representative Agreement to any person or entity without restriction.
k. "Transfer" by AR - defined	Section 14.B	Includes sale, assignment, conveyance, pledge, mortgage, license or other disposal or encumbrance of any direct or indirect interest in the Area Representative Agreement or you (if you are not a natural person).
l. Franchisor's approval of transfer by AR	Section 14.B	You must obtain our written consent before transferring any interest.
m. Conditions for franchisor's approval of transfer	Section 14.C	Conditions include: you must pay all amounts due us, not otherwise be in default, execute a general release, remain liable for pre-transfer obligations and pay the Transfer Fee. Transferee must meet our current Sunoco, LLC fuel distributor criteria for AR representative, assume post-transfer obligations and execute our then-standard Area Representative Agreement.
n. Franchisor's right of first refusal to acquire AR's business	Section 14.G	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third party.
o. Franchisor's option to purchase franchisee's business	No provision	Not applicable.
p. Death or disability of AR	Section 14.F	Upon your death, disability or incompetency if you are an individual, or upon the death, disability or incompetency of your Controlling Principal, the transferee must be approved by us, or the interest must be transferred to someone approved by us

Provision	Section in Area Representative Agreement	Summary
		within six months after death, disability or incompetency.
q. Non-competition covenants during the term of the franchise	Article 11	You and your principals are prohibited from operating or having an interest in a similar business in the Territory or within 10 miles of any APLUS Store or APLUS territory granted to another area representative.
r. Non-competition covenants after the franchise is terminated or expires	Sections 11 and 16.E	For a period of two years, you and your principals are prohibited from operating or having an interest in a similar business which is located within the Territory or within 10 miles of any APLUS Store or territory granted to another area representative.
s. Modification of the agreement	Section 19.A	Except for those permitted to be made unilaterally by us under the Area Representative Agreement, the Area Representative Agreement may not be modified unless mutually agreed to in writing.
t. Integration/merger clause	Section 19.A	Only the terms of the Area Representative Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the franchise disclosure document and Area Representative Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	N/A	None
v. Choice of forum	Article 18	Venue for any other proceeding is exclusively the courts located in the county in which we maintain our principal business address (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.
w. Choice of law	Section 18.A	Texas law applies (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representative to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mallory Raleigh, 8111 Westchester Drive, Suite 600, Dallas, Texas 75225, (214) 840-5270, mallory.raleigh@sunoco.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchise	2023	250	248	-2
	2024	248	246	-2
	2025	247	247	0
Company-Owned	2023	21	19	-2
	2024	19	19	0
	2025	19	19	0
Total Outlets	2023	271	266	-5
	2024	267	265	-2
	2025	266	266	0

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

State	Year	Number of Transfers
CT	2023	0
	2024	0
	2025	0
DE	2023	0
	2024	0

	2025	1
MA	2023	1
	2024	2
	2025	0
MD	2023	1
	2024	0
	2025	2
NJ	2023	1
	2024	1
	2025	0
NY	2023	0
	2024	2
	2025	3
PA	2023	8
	2024	6
	2025	1
Total	2023	11
	2024	11
	2025	7

Table 3
Status of Franchised Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
CT	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
DC	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	**2**	0	0	0	0	0	2
DE	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	1	0	0	0	0	9
MA	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	0	0	0	0	0	16
MD	2023	25	0	0	0	0	0	25
	2024	25	0	0	0	0	0	25
	2025	25	0	1	0	0	0	24
NJ	2023	12	0	0	0	0	0	12
	2024	12	0	1	0	0	0	11

	2025	11	0	0	0	0	0	11
NY	2023	53	0	1	0	0	0	52
	2024	52	0	0	0	0	0	52
	2025	52	0	1	0	0	0	51
PA	2023	103	0	2	0	0	0	101
	2024	101	0	0	0	0	0	101
	2025	101	0	1	0	0	0	100
RI	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
VA	2023	20	0	0	0	0	0	20
	2024	21	0	0	0	0	0	21
	2025	21	0	0	0	0	0	21
Totals	2023	250	0	3	0	0	0	248
	2024	248	0	2	0	0	0	246
	2025	246	2	1	0	0	0	247

Table 4
Status of Company-Owned Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee[1]	Outlets at End of Year
NJ	2023	21	0	0	2	0	19
	2024	19	0	0	0	0	19
	2025	19	0	0	0	0	19
Totals	2023	21	0	0	2	0	19
	2024	19	0	0	0	0	19
	2025	19	0	0	0	0	19

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Table 5
Projected Openings As Of December 31, 2025

STATE	FRANCHISE AGREEMENTS SIGNED BUT NOT OPEN	PROJECTED FRANCHISED NEW STORES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY-OWNED OPENINGS IN THE NEXT FISCAL YEAR
DE	2	0	0
MD	1	0	0
VA	1	0	0
Totals	4	0	0

A list of the names and current addresses of our Area Representatives as of December 31, 2025, is located in Exhibit F. A list of names and current addresses of Area Representatives who have been terminated, canceled, not renewed, voluntarily or involuntarily ceased to do business under their franchise agreement during our fiscal year ending December 31, 2025, or who have not communicated with us within 10 weeks of the issuance date of this Franchise Disclosure Document are listed in Exhibit F.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed confidentiality clauses with any current or former Area Representatives.

As of the date of this Franchise Disclosure Document, we have not created, sponsored or endorsed any Area Representative association, and we are not aware of any independent trademark-specific Area Representative associations in existence for the system.

Item 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit D is Sunoco LP's Guaranty of Performance and audited consolidated financial statements for the years ended December 31, 2025, 2024, and 2023, as published in Sunoco LP's Annual Report for the Year Ended December 31, 2025.

Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Area Development Agreement with Attachments
C. Form of General Release
G. State Addenda to Disclosure Document
H. State Addenda to Area Representative Agreements

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Department of Financial Protection and Innovation 320 W. 4th Street, Suite 750 Los Angeles, California 90013 866-275-2677	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013
Hawaii	Department of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Franchise Section Indiana Securities Division Secretary of State 302 W. Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 6th Floor Lansing, MI 48933 (517) 373-7117	Department of the Attorney General Consumer Protection Division, Franchise Section 525 Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48909

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, New York 12231
North Dakota	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept 401 Bismarck, ND 58505-0510 (701) 328-2910	North Dakota Insurance & Securities Commissioner State of North Dakota 600 East Boulevard Avenue, Dept 401 Bismarck, North Dakota 58505-0510
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920 401-462-9500	Department of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission, Securities Division 1300 East Main Street, 1st Floor Richmond, Virginia 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	
Wisconsin	Division of Securities Department of Financial Institutions 345 West Washington Avenue Madison, Wisconsin 53703 (608) 266-2801	Administrator, Division of Securities Department of Financial Institutions 345 West Washington Avenue Madison, Wisconsin 53703

EXHIBIT B

AREA REPRESENTATIVE AGREEMENT

AREA REPRESENTATIVE AGREEMENT
SUNOCO RETAIL LLC



_____

Area Representative

_____

Date

SUNOCO RETAIL LLC
AREA REPRESENTATIVE AGREEMENT
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ATTACHMENTS

Attachment 1 Description of the Territory; Sales and Opening Goals
Attachment 2 Initial Fee; Sales Services Commission; Royalty Fees Commission
Attachment 3 Agreement of Controlling Principals and Guaranty
Attachment 4 State Specific Amendment

SUNOCO RETAIL LLC
AREA REPRESENTATIVE AGREEMENT

This Area Representative Agreement (this "Agreement") is made and entered into, on _____ (the "Effective Date"), by and between Sunoco Retail LLC, a Pennsylvania limited liability company, having its principal place of business at 8111 Westchester Drive, Suite 600, Dallas, Texas 75225 ("Franchisor", or "us"), and _____, having a principal place of business at _____ ("Area Representative" or "you").

W I T N E S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort and money, Franchisor has developed and owns a unique and distinctive system relating to the establishment and operation of APLUS Stores offering a full-line retail grocery convenience store that offers fast foods, prepackaged foods, beverages, sundries, and other convenience store goods (the "System"); and

WHEREAS, under certain circumstances and as authorized by Franchisor, a franchisee may operate a gasoline fueling station and related petroleum products identified principally by the trademark SUNOCO ("SUNOCO Station") or another brand (generally referred to as "Fueling Station"); and

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the marks "APLUS" or "SUNOCO" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (the "Marks");

WHEREAS, Area Representative desires to provide to Franchisor certain sales and services activities within the Territory (as defined below), enabling Area Representative to solicit the sale of franchises for APLUS Store and to develop, support, and provide services to APLUS Stores within such Territory, under the terms and conditions contained in this Agreement (the "Area Representative Business" or "Business").

WHEREAS, Franchisor is willing to grant to Area Representative the right to solicit the sale of franchises for APLUS Stores and to provide site selection and support services to APLUS Stores within the Territory, under terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS**

A. Franchise Agreement. "Franchise Agreement" means the forms of agreements (including, without limitation, franchise agreement and any exhibits, riders, collateral assignments of lease or sublease, and personal guarantees used in connection therewith) used by Franchisor from time to time in the granting of franchises for the ownership and operation of an "APLUS" or "APLUS Store" .

B. Commission. Royalty Commission and Initial Fee Commission is collectively defined in this Agreement as "Commission".

C. Controlling Principal. "Controlling Principal" means the individual or individuals identified as Controlling Principal(s) on the signature page of this Agreement who have the responsibilities set forth in this Agreement or the individual(s) named as the franchisee and/or the individual(s) owning a direct or indirect interest in the legal entity named as Area Representative. The Controlling Principal(s) is responsible for the day-to-day management of the Business and has the authority to act for Area Representative in all matters regarding the Business including voting responsibilities.

D. Initial Fee Commission. $5,000 per APLUS Store franchise fee collected by the Area Representative.

E. SunocoNet. "SunocoNet" means the Area Representative portal, and other manuals, technical bulletins, or other written materials covering the proper operating and marketing techniques of an Area Representative Business, as may be updated from time to time.

F. APLUS Systems Manual. The "APLUS Systems Manual" means the APLUS Store portal on SunocoNet, technical bulletins, or other written materials with standards and specifications for implementing the System for operation of APLUS Store as may be updated from time to time.

G. Royalty Commission. Amount as defined in Attachment 1 of this Agreement. Area Representative shall have the right to retain the Royalty Commission for services performed.

H. Territory. "Territory" is the right to develop and operate an Area Representative Business to sell a minimum number of APLUS Store franchises only to those individuals or such entities which are currently under a contractual relationship with the Area Representative to be supplied fuel pursuant the Area Representative or its affiliate's signed agreement with Sunoco, LLC and us.

2. SCOPE OF APPOINTMENT

A. Grant of Area Representative Rights; Scope of Operations. Franchisor hereby grants to Area Representative the rights set forth in this Agreement, and Area Representative agrees to perform its obligations in accordance with the terms and conditions of this Agreement, and except as otherwise approved by Franchisor, only within the Territory to:

i) Solicit prospective franchisees for APLUS Stores to be located in the Territory as described in Section 8 ("Sales Services");

ii) Perform certain site acquisition and development services described in Section 8 ("Site Services"); and

iii) Render support and other services ("Support Services") to APLUS Stores located within the Territory, as those services are described in Section 8.

iv) Develop a minimum number of APLUS Stores in the Territory as specified in the Development Schedule, as specified in Attachment 1 of this Agreement.

B. Rights and Limitations to Territory. You do not have an exclusive Territory. Area Representative acknowledges and agrees that Franchisor retains the right to offer and sell APLUS Store franchise opportunities inside and outside of the Territory among other certain rights retained by Franchisor as described in Section 2.C.

C. Reservation of Rights to Franchisor. Area Representative acknowledges that the rights granted hereunder are nonexclusive and Franchisor (on behalf of itself, its affiliates, assignees, and designees) retains the right in its sole discretion (and without compensation or obligation whatsoever to Area Representative unless specifically set forth herein):

i) To use, and to license others to use, the Marks and System for the operation of other area representative franchised businesses at any location inside or outside of the Territory, regardless of proximity to the Territory;

ii) To solicit prospective franchisees and to grant other persons franchises to operate APLUS Stores at such locations inside or outside the Territory, and on such terms and conditions as Franchisor deems appropriate in their sole discretion;

iii) If Franchisor purchases, merges, acquires, or affiliates with another business, Franchisor may continue to operate, franchise, or license the acquired business anywhere, including inside the Territory, under the Marks or different marks;

iv) Engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license, and sale of any and all food, beverages, fuel, or other services and products, under the

Marks or under other names or marks through any method of distribution, other than such products offered at a APLUS Store, regardless of the competitive impact, and including, but not limited to: from vending machines and kiosks, food trucks, grocery stores, and other food retailers and through mail order catalogs and the Internet, regardless of the proximity to, or the competitive impact on, APLUS Store(s) you develop or sell within and outside of the Territory.

v) Area Representative acknowledges and agrees that if Franchisor exercises its rights pursuant to this Section 2.C. the Area Representative is not entitled to any compensation for rights exercised by Franchisor within or outside of the Territory.

D. Non-Exclusive Grant. Area Representative acknowledges and agrees that the rights granted to Area Representative hereunder is non-exclusive and is only for the Territory; that Area Representative is not granted any area, market, or protected territorial rights other than as expressly provided in this Section 2 of this Agreement; and that Area Representative shall not have the right to sublicense, sublease, subcontract, or enter into any management agreement providing for the right to operate the Area Representative business or to use the System granted pursuant to this Agreement, except in the manner expressly provided for in this Agreement. Except as to the Area Representative business and Area Representative Territory designated in your Area Representative Agreement, you do not have the right to establish additional Area Representative businesses.

E. Controlling Principal. If Area Representative is an entity, the names of the Controlling Principal are identified on the signature page of this Agreement. Franchisor has entered into this Agreement with the Area Representative in reliance on the personal involvement, participation, and supervision of the Business by the Controlling Principals. At all times during the Term of this Agreement, such Controlling Principals shall devote their full time and best efforts to the management and operation of the Business and to fulfill Area Representative's duties and obligations under this Agreement.

F. Minimum number of APLUS Stores. The Area Representative expressly agrees that this Agreement requires that Area Representative to either (a) refer to Franchisor franchise candidates which results in the opening of at least the agreed upon number of APLUS Stores per year as specified in Attachment 1 of this Agreement, or (b) the Area Representative may choose to develop and open one or more APLUS Stores for their own operations, as long as in so doing, the sales goals and the Development Schedule as specified in Attachment 1 of this Agreement are met each year. The Area Representative further expressly agrees that failure to meet the sales goals performance requirements as defined in Attachment 1 of this Agreement, Franchisor at its sole discretion, can elect to either reduce the Development Quota, or terminate the Area Representative Agreement in its entirety. The continuation of Territory rights is dependent and subject to Franchisee's achievement of a certain sales volume, market penetration, and other contingencies in addition to the continued compliance with and satisfaction of, the terms and conditions of this Agreement.

G. There may be Area Representative Agreements, Franchise Agreements or other agreements already in effect between us and other franchisees in the Territory. The rights granted to you under this Agreement are subject to the rights of existing Franchisees in the Territory. Furthermore, if you or your affiliate is no longer in a contractual relationship with Sunoco, LLC and us, regardless whether due to expiration or termination, we retain the right to terminate this Agreement. Upon your termination you relinquish any right to sell or receive Commission from APLUS Store franchisees in your Territory. We may in our sole discretion allow you to receive Royalty Fee Commission for existing franchisees in your Territory, subject to your continued support and services as outlined in your Area Representative Agreement.

3. **FRANCHISE SALES PROCEDURES**

A. Sales and Openings Goals. Area Representative agrees that during the Term of this Agreement, Area Representative will comply with the franchise sales and openings goals ("Sales and Openings Goals") set forth in Attachment 1 to this Agreement.

i) Area Representative shall notify Franchisor, in writing at least 60 days prior to the expiration of each deadline by which Area Representative must meet its Sales and Opening Goals, as set forth in Attachment 1 (the "Sales and Operating Goals"), if Area Representative will be unable to account for the required number of APLUS Stores sold and/or open before the expiration of the agreed-upon deadline.

ii) Area Representative shall ensure that each APLUS Store sold commences business operations according to the Sales and Opening Goals set forth in Attachment 1. No extension of any deadline shall affect the duration of any other Sales and Opening Goal deadlines or any of the Area Representative's other obligations under this Agreement.

iii) Failure by Area Representative to adhere to the Sales and Opening Goals shall constitute a material event of default under this Agreement, except when such failure is the result of a Force Majeure event.

B. Franchise Registration and Disclosure. Neither Area Representative nor any employee, agent or representative of Area Representative shall solicit prospective franchisees of APLUS Stores until Franchisor has registered its then-current franchise disclosure document ("FDD") in applicable jurisdictions and has provided Area Representative with the requisite documents, or at any time when Franchisor notifies Area Representative that its registration is not then in effect or its documents are not then in compliance with applicable law. Area Representative shall only use the version of the FDD specifically authorized by Franchisor, and Franchisor reserves the right to issue updated versions of the FDD at any time and retire all other versions from use. If Area Representative's activities pursuant to this Agreement require the preparation, amendment, registration, or filing of information or any disclosure or other documents, all requisite disclosure documents, ancillary documents, and registration applications shall be prepared and filed by Franchisor or its designee, and registration secured before Area Representative may solicit prospective franchisees of APLUS Stores.

C. Area Representative Advertising, Recruiting, and Screening. Area Representative shall be responsible for assisting Franchisor in advertising for, recruiting, screening, and interviewing prospects for APLUS franchises within the Territory. Franchisor may provide prospective franchisees with written information regarding an APLUS Store franchise as requested by Area Representative, or via the telephone or internet, face-to-face meetings or by visiting other APLUS Stores within the Territory. Area Representative shall submit each qualified applicant ("Applicant", "Prospect" or "Prospects") for an APLUS franchise to Franchisor for approval. You shall not disclose prospective franchisee with the APLUS Store disclosure document. Upon Franchisor's receipt of the prospective information, Franchisor retains the right in its sole discretion to disclose such franchisee with the APLUS Store disclosure document. Area Representative further agrees that all Applicants submitted to Franchisor by Area Representative, if an individual, or the controlling principal of the Applicant if the Applicant is not an individual, shall be individuals who are of good character, have adequate financial resources, and meet Franchisor's criteria for franchisees or controlling principals of franchisees. Each application for an APLUS franchise received by Area Representative shall be submitted to Franchisor with all information related to the Applicant in the form prescribed by Franchisor, including but not limited to the Controlling Principal of the Applicant, if applicable, the Applicant's proposed APLUS franchise location, if known, and all other information then customarily required by Franchisor concerning Applicants, including such financial statements and other information as Franchisor may reasonably require. **Area Representative is strictly prohibited from making any financial representations to Applicant regarding the franchise opportunity beyond those disclosed in the then-current APLUS FDD.**

D. Franchisor Approval of Prospective Franchisees. By delivery of written notice which may be in a form of an electronic communication to Area Representative, Franchisor shall approve or disapprove, in its sole reasonable discretion, Applicants to become APLUS Store franchisees. Franchisor agrees to use commercially reasonable efforts to deliver such notification to Area Representative within 15 business days after the later of:

i) Receipt by Franchisor of a complete application, financial statement, and other materials regarding the Applicant requested by Franchisor; and

ii) The personal interview, if any, of Applicant by Franchisor.

Franchisor, in its sole reasonable discretion, shall determine whether the Applicant possesses sufficient financial and managerial capability and meets the other criteria then utilized by Franchisor in granting franchises. The grant of the franchise shall be effective only upon and after the full execution of the then current Franchise Agreement by and between Franchisor and the Applicant and payment of the initial franchise fee thereunder.

4. PAYMENTS TO SUNOCO RETAIL LLC

A. Initial Fee. The Initial Fee ("Initial Fee") payable to Franchisor by Area Representative in consideration for Area Representative's appointment as the exclusive Area Representative within the Territory shall be calculated and set forth in Attachment 2. Unless otherwise agreed, the Initial Fee is payable in full upon execution of this Agreement. The Initial Fee is fully earned by Franchisor upon receipt and is nonrefundable once paid. Area Representative acknowledges that the Initial Fee does not include payment of any initial franchise fees for an individual APLUS Store developed and operated by Area Representative or an entity affiliated or owned (fully or partially) by Area Representative.

The Initial Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Sunoco up to the date of Franchisee's the Area Representative's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

B. Administrative Enforcement Fee. If at any time Area Representative fails to conform to System standards or this Agreement, Franchisor shall have the right to impose and collect from Area Representative an administrative fee as described in this Section 4.B ("Administrative Enforcement Fee"). Specifically, (i) Franchisor may impose and collect from Area Representative a $200 Administrative Enforcement Fee (which may be increased each year by an amount not to exceed 10% of the then-current amount) for each "enforcement effort" that Franchisor undertakes on account of Area Representative's noncompliance with System Standards or this Agreement (e.g., a letter, email, or telephone communication notifying Area Representative of noncompliance or continued noncompliance, and attorneys' fees), and (ii) if Franchisor has notified Area Representative of noncompliance and Area Representative has failed to correct the issue within seven days, Franchisor may impose and collect from Area Representative a $200 Administrative Enforcement Fee (which may be increased each year by an amount not to exceed 10% of the then-current amount) per week until the issue has been corrected to Franchisor's satisfaction. This fee is not a penalty but is intended to compensate Franchisor for the additional costs that Franchisor incurs in enforcing compliance with the System and is in addition to and not in lieu of any other rights or remedies that Franchisor may have based on Area Representative's noncompliance. Franchisor may impose and collect the Administrative Enforcement Fee whether or not the noncompliance at issue is of the type or degree that constitutes a material default of Area Representative's obligations under this Agreement and, if it is, whether or not a cure period applies. This Administrative Enforcement Fee shall be imposed in addition to, and not in lieu of, any other right or remedy available under this Agreement or applicable law.

C. Default Fee. If Area Representative is in default under this Agreement or non-compliant under Franchisor's then-current System, Standards, and/or Specifications, at Franchisor's sole discretion, and without waiver of any of Franchisor's rights under this Agreement, Franchisor may impose a fee

("Default Fee") in an amount up to $1,500 per event of default, plus $1,500 for each month the default continues or the cost of re-inspections and the costs enforcing compliance whichever is greater. Area Representative shall pay the Default Fee within three (3) days of Franchisor's demand. Any late payment due under this Section is subject to interest charge as stated in Section 3.8 of this Agreement. Default Fee is in addition to all other rights and remedies available to the Franchisor under the terms of this Agreement, at law, or in equity.

D. Alcohol Sales. Area Representative acknowledges that if franchisee is prohibited by law from offering for sale alcoholic beverages at its franchised business, or otherwise chooses not to offer for sale alcoholic beverages at its franchised business, franchisee shall pay an additional fee of 1% of gross sales ("Alcoholic Beverages Assessment"), in addition to the royalty fee; provided the definition of gross sales will not include any income from the sale of alcoholic beverages. This additional charge is in addition to and without prejudice to Franchisor's remedies for a material default/termination under the terms of the applicable agreement.

5. PAYMENTS TO AREA REPRESENTATIVE

A. Collection of Fees: The parties acknowledge and agree that Area Representative shall collect the initial franchise fee and royalty fee due for each APLUS Store franchisees signed by the Area Representative and shall keep Commission and remit remainder amount to the Franchisor. Franchisor may in its sole discretion choose to collect all fees from each APLUS franchisee operating within the Territory upon a notice to you, and in turn will distribute to Area Representative its applicable compensation in accordance with this Section 5.

B. Sales Services Commission and Conditions of Payment. During the Term of this Agreement, Area Representative shall be paid a Commission, as set forth in the attached Attachment 2, based on a portion of initial franchise fees paid by franchisees secured by Area Representative for the purchase of a franchise for an APLUS Store to be located within the Territory royalty fee paid by such APLUS Store franchisees, subject to fulfillment of the following conditions ("Franchise Sales Conditions"):

i) Franchisee executes a Franchise Agreement with Franchisor and an initial franchise fee has been paid and actually received by Franchisor (Franchisor shall not be deemed to have received any fees paid into escrow, if applicable, until such fees have actually been remitted to Franchisor);

ii) The sale for which the initial franchise fee has been paid is not a resale of any existing APLUS Store, or any interest therein; and

iii) Area Representative has complied with all other of its obligations under this Agreement with respect to such sale and has verified the same to Franchisor in writing in the form prescribed by Franchisor.

C. Initial Fee Commission. Initial Fee Commission shall be in an amount set forth on Attachment 2. These monies will be payable to Area Representative within 30 business days after the Franchise Sales Conditions have been fulfilled. If Area Representative collects the initial franchise fee, they may keep the Initial Fee Commission and promptly remit remainder to the Franchisor. If Area Representative utilizes a broker in the Territory or otherwise, the Area Representative shall be solely liable for all costs and fees associated with such broker services. Area Representative shall not receive any Commission for APLUS Stores owned and operated by Franchisor, its affiliates, designees, existing franchisees ("Company Owned Stores") or any new franchisees in the Territory that Area Representative did not generate the lead for inside the Territory, if any. Area Representative shall not receive any Commission for any franchised APLUS Stores already owned and operated inside the Territory at the time of executing this Agreement, including any APLUS Store already in operation but transferred within the Territory.

D. Commissions on Royalties. Area Representative shall be entitled to Royalty Fee Commission actually received by Franchisor from each designated franchisee located in the Territory during the applicable period pursuant to each franchisee's Franchise Agreement in the amount set forth on Attachment 2. If Area Representative collects the royalty fee payment, they may retain the Royalty Commission due under this Agreement and remit remainder to the Franchisor by the 15th of each month during the term of the Franchise Agreement. If the royalty fee is collected by the Franchisor, the Royalty Commission will be paid to Area Representative within thirty (30) days of receipt of royalty fees during the term of the Franchise Agreement signed by franchisee within the Territory and during any renewal term of such franchisee within the Territory, based on the previous month's collections of both initial franchise fees and royalties which were in Area Representative's Territory; provided however the payment of the Royalty Fee Commission and obligation of the Franchisor to pay the Royalty Fee Commission shall be subject to the foregoing:

i) If Area Representative has failed to conduct the periodic inspections described in Section 8 and file a written report or failed to perform in any material respect the other services described in Section 8 to be provided to franchisees located in the Territory during any applicable month with respect to one or more franchisees located in the Territory, Area Representative shall not be entitled to Royalty Fees Commissions with respect to such franchisees for the period during which reports or services were not provided. Franchisor's payment of any such Royalty Fees Commissions, however, shall not be deemed confirmation that Area Representative has performed its obligations as required herein.

ii) If Area Representative is in default under any other agreement entered into between Area Representative and Franchisor or its affiliates, Area Representative shall not be entitled to receive Royalty Fees Commissions with respect to such franchisees for the period during which Area Representative remains in default. Franchisor's payment of any such commission, however, shall not be deemed confirmation that Area Representative is not in default of its obligations as required herein.

iii) Area Representative shall not be entitled to share in and receive any Royalty Fees Commission from any royalty fees paid to Franchisor by franchisees in the Territory prior to the time Area Representative completes the initial Area Representative training program and commences full performance of the services set forth in Section 8.

iv) Area Representative shall not be entitled to share in or receive any Royalty Fees Commission or any royalty fees paid to Franchisor by franchisees that operate their premises owned by Franchisor or its affiliates or such APLUS Stores in the Territory that was (i) opened, or operated under a Franchise Agreement entered into prior to the Effective Date of this Agreement; (ii) constructed by Franchisor and then transferred to a franchisee; or (iii) a non-APLUS operation acquired by Franchisor or its subsidiaries and thereafter converted to a APLUS Store (collectively, "Exempt Convenience Stores").

E. Application of Payments. If the initial franchise fee and royalty fee is collected by the Area Representative, Area Representative shall retain the Initial Fee Commission and the Royalty Commission and remit the remainder amount to the Franchisor. If Franchisor collects the initial franchise fee and royalty fee, Franchisor shall pay the Initial Fee Commission and Royalty Commission as specified in Attachment 1 of this Agreement. Franchisor's payments to Area Representative shall be based on monies actually collected by Franchisor from franchisees, not on payments accrued, due, or owing. Franchisor shall first apply any payments received from a franchisee to any past due indebtedness of that franchisee for royalty fees, advertising contributions, purchases from Franchisor or its affiliates, interest, or any other indebtedness of that franchisee to Franchisor or its affiliates. To the extent that such payments are applied to a franchisee's overdue royalty fee payments, Area Representative shall be entitled to its pro rata share of such payments, less its pro rata share of the costs of collection paid to attorneys or other third parties.

F. Set-offs. Franchisor shall be allowed to set-off amounts owed to Area Representative for Initial Fee Commission, Royalty Fees Commissions, or other amounts due hereunder, against any monies owed to Franchisor by Area Representative, if any.

6. TRAINING ASSISTANCE

A. Area Representative Training. Area Representative and at least one of Area Representative's Controlling Principals shall attend Franchisor's initial training course concerning the operation of an Area Representative Business. The initial training program is comprised of mandatory self-directed virtual modules via computer-based training ("CBT"). In addition to CBT training, Area Representative shall also complete Franchisor's then-current training offered for operation of APLUS franchised business. Furthermore, Area Representative shall also complete an additional discretionary hands-on learning if requested by the Area Representative or required by Franchisor, at its sole and absolute discretion, based on Franchisor's assessment of the Area Representative experience. Franchisor may use a pre-training questionnaire to evaluate the Area Representative's industry experience and store management history. Based on this evaluation, Franchisor may determine if additional discretionary training is required in specific operational areas. Area Representative and its Controlling Principal or owner must satisfactorily complete the initial training before the opening of the Area Representative Business. Area Representative hereby expressly acknowledges and agrees that because Area Representatives are responsible for training and supporting franchisees, Franchisor at its sole and absolute discretion may require completion of all discretionary modules to ensure proficiency. Completion of the required initial training course is mandatory and must be satisfactorily completed within the timeframe established by Franchisor. The training is conducted at its headquarters, designated regional office, another designated location or in another format (including digitally or virtually) as Franchisor may designate at its sole option. Franchisor reserves the right to deliver training via video, the Internet or other on-line communications, or through other means. Training requirements may be communicated and updated through SunocoNet, periodic memos, publications, manuals, or over the APLUS website or other on-line communications. All individuals who attend a training course may be required to execute a confidentiality agreement. Additional individuals may attend training for a tuition equivalent to our then current training fee. Franchisor reserves the right to require Area Representative or any of Area Representative's Controlling Principals to re-attend any training sessions. If Area Representative or Area Representative's Controlling Principals fail to complete the training program to Franchisor's satisfaction, Franchisor may terminate this Agreement. Area Representative must also attend and complete to Franchisor's satisfaction the initial franchise training course.

B. Length of Training. Franchisor shall determine the appropriate length of the initial Area Representative training program. Other than the Initial Fee, no tuition or fee shall be charged for the Area Representative's first attendee at initial training. However, Area Representative shall be responsible for all travel and living expenses which are incurred in connection with attendance at the initial training program.

C. Additional Training. The initial training program will be made available to replacement or additional Controlling Principals and other management personnel during the Term of this Agreement. All individuals with Area Representative responsibility must attend the initial training program. Franchisor reserves the right to charge a tuition or fee in an amount payable in advance for such training. Area Representative will be responsible for all wages, travel, and living expenses incurred by Area Representative and its personnel in connection with attendance at the training program. Further, the availability of the training programs will be subject to space considerations and prior commitments to new franchisees and Area Representatives.

D. Seminars and Ongoing Training. From time to time, Franchisor may present seminars, conventions, or continuing development programs for the benefit of Area Representatives. Area Representative or its Controlling Principal shall be required to attend any ongoing mandatory seminars, industry conventions, or programs as may be offered by Franchisor. If Area Representative or Controlling Principal fail to attend a mandatory seminar, convention, or program without obtaining Franchisor's prior written approval of the absence and fails to arrange for attendance at an alternate time, Area Representative or Controlling Principal shall be required to make up the missed program at a time and place designated by Franchisor and will be charged $1,000 per attendee for each program missed. Franchisor shall give Area

Representative at least 30 days' prior written notice of any seminar, convention, or program that is deemed mandatory, and shall not unreasonably withhold written approval for requested absences. Franchisor will not require that Area Representative or Controlling Principal attend any ongoing training more often than one time per calendar year. Area Representative will be responsible for all wages, travel, and living expenses which are associated with attendance at any ongoing training program.

E. Training Expenses. Area Representative shall be responsible for all its and its Controlling Principal's or employees' expenses associated with travel, meals, and lodging while attending any training sessions regardless if the training is required by the Franchisor or elected by the Area Representative. Area Representative shall have sole responsibility to pay all of these expenses to third parties' vendors and suppliers.

F. Nature and Assistance of Training. You agree that we are not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of our experience, knowledge and judgment. You also acknowledge that we are not obligated to provide any services to you that are not set forth in this Agreement. If you believe we have failed to adequately provide any pre-opening services to you or to your employees, whether with respect to site selection, selection and purchase of equipment and supplies, training or any other matter affecting the establishment of your Area Representative Business, you must notify in writing within 30 days following the opening of your Area Representative Business or you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment and complied with all representations made to you.

G. Training Franchisees. Area Representatives must assist in coordinating and must participate in training for Prospects in the Territory if Franchisor conducts the training. If Franchisor in its sole discretion require that Area Representative must conduct the training, the Area Representative or its employees will be responsible for training for franchisees in the Territory pursuant to specifications and instructions provided by Franchisor and to Franchisor's satisfaction. Area Representatives shall use an approved APLUS Store for all on-the-job training for the franchisees in the Territory. If you have not already completed the initial franchisee training pursuant to the Franchise Agreement, in addition to the AR initial training program you must also complete the initial franchisee training program to Franchisor's satisfaction.

7. APLUS OPERATING ASSISTANCE

A. SunocoNet. Franchisor shall provide Area Representative access to, during the Term hereof, its access to SunocoNet and APLUS Systems Manual to assist Area Representative and its employees in the conduct of the business contemplated by this Agreement. Franchisor may prescribe mandatory and suggested standards and operating procedures for Area Representative on SunocoNet, which may be modified from time to time by Franchisor in its sole discretion. Area Representative shall take reasonable precautions to protect access to SunocoNet and prevent unauthorized access and disclosure of the confidential information contained on SunocoNet, and shall not at any time copy any part of SunocoNet, unless approved in writing by Franchisor. SunocoNet is confidential information belonging to Franchisor. SunocoNet and other writings communicated to Area Representative shall constitute material provisions of this Agreement as if fully set forth herein.

B. Operating Assistance. Franchisor will make available the following services during the Term of this Agreement:

i) Upon the reasonable request of Area Representative, consultation by telephone regarding franchise sales and franchisee support and assistance; and

ii) Access to franchise sales advertising and promotional materials as may be developed by Franchisor, the reasonable cost of which may be passed on to Area Representative at Franchisor's option.

iii) Provide Area Representative with copies of the Franchise Agreement, franchise disclosure document and related ancillary documents necessary to offer or sell franchises.

iv) Provide Franchisor's standard area representative training program as described in Section 6 of this Agreement.

C. AR Brand Fee. Currently, Area Representatives are not required to participate in any Franchisor required advertising fees. We may, in our sole discretion, establish the "AR Brand Fee" for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate, in our sole discretion. The AR Brand Fee will be intended to promote recognition of the Marks, efforts to recruit Prospects, and patronage of APLUS Stores. If we establish the AR Brand Fee, you must participate in it and contribute to the AR Brand Fee up to $1,000 per month, per Territory owned by Area Representative, as we may designate from time to time. We will give you at least 30 days' written notice of any change in the amount of AR Brand Fees. We and our affiliates will not be obligated to contribute to the AR Brand Fee. We reserve the right to defer or reduce contributions of any or all Area Representative franchisees and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the AR Brand Fee for one or more periods of any length and to terminate (and, if terminated, to reinstate) the AR Brand Fee.

i) If we establish the AR Brand Fee, we or our designee will maintain and administer it as follows: we will direct all advertising programs or sponsorships using the AR Brand Fee, and will have sole discretion to approve or disapprove the creative concepts, materials, and media used in those programs, the placement of the advertisements, and the allocation of the money in the AR Brand Fee to production, placement, or other costs. The AR Brand Fee may be used to pay the costs of preparing, producing, and distributing advertising materials in any form or format; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System website, other websites, and applications; implementing keyword or ad word purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities, and reimbursing administrative costs related to the AR Brand Fee.

ii) In administering the AR Brand Fee, we and our designees are not required to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you or any particular Area Representative Business benefits directly or pro rata from the placement of advertising. We are not required to spend any advertising monies in your Territory.

iii) The AR Brand Fee will be accounted for separately from our other fees and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the AR Brand Fee and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the AR Brand Fee. We have no fiduciary duty to you, or any other franchisees, or your or their respective owners with regard to the operation or administration of the AR Brand Fee.

iv) The AR Brand Fee will from time to time furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at the expense of the AR Brand Fee, including any related shipping, handling and storage charges.

v) We may spend in any fiscal year an amount greater or less than the contributions to the AR Brand Fee in that year. If excess amounts remain in the AR Brand Fee at the end of the year, the money will remain in the AR Brand Fee in the next year.

vi) We will not audit the AR Brand Fee and do not have any obligation to provide you any financial statements regarding the same.

vii) Although the AR Brand Fee is intended to be of perpetual duration, we may terminate the AR Brand Fee at a time of our choosing with appropriate notice to you. If the AR Brand Fee is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be, at our option, spent on marketing in accordance with the above or distributed to our franchisees in proportion to their respective contributions to the AR Brand Fee during the preceding 12-month period.

viii) There is no contractual restriction on our right to use monies from the AR Brand Fee for preparation of Area Representative Business franchise sales solicitation materials. However, we do not anticipate using the AR Brand Fee for such purposes, other than including a brief statement about the availability of Area Representative Business franchises in items produced and/or distributed using the AR Brand Fee.

8. AREA REPRESENTATIVE'S OBLIGATIONS

A. Solicitation of Prospects. Area Representative must actively and continuously market and promote in the Territory through advertising (or otherwise as we direct) franchises and solicit Prospects to develop and operate franchised APLUS Stores to be located in your Territory. You will be required to comply with all national, state, and local laws and regulations applicable to the marketing and sale of franchises. Depending on the location of your Territory, you may have to register, at your expense, yourself (which may include obtaining registrations or licenses as a franchise broker, real estate broker, business broker or otherwise) with one or more state authorities or make other state filings before offering Franchises. If your Territory is in a state that requires the registration of franchise offerings, you may not solicit prospects in any period in which (i) Franchisor has no active franchise registration in such jurisdiction and (ii) you must suspend sales while an amendment or renewal application is pending until further notice and instructions from Franchisor. Regardless, if Area Representative's Territory is in a state that requires the registration or not, upon Franchisor's notice, which may be in a form of electronic communication, Area Representative shall cease all sales activities immediately, until further notified by the Franchisor.

B. Site Selection. With respect to site selection, Area Representative is responsible for assisting franchisee as follows:

i) Assist with APLUS Store location selection for each franchisee, which shall consist of providing each franchisee with criteria for a satisfactory site and assisting each franchisee in completing a site submittal package (containing such demographic, commercial, and other information as Franchisor may reasonably require) for each location at which franchisee proposes to establish and operate an APLUS Store, and assist in negotiating lease terms and assist in coordinating the work of contractors and architects with respect to the development of each APLUS Store;

ii) Provide standards and specifications for the build-out, interior design, layout, floor plan, signs, designs, color, and decor of the APLUS Store as prescribed from time to time by Franchisor; and

iii) Submit completed forms and reports to Franchisor as prescribed by Franchisor from time to time, including site selection and pre-opening assistance forms and reports related to leases and construction.

Area Representative acknowledges that Franchisor may withhold consent to any proposed APLUS Store location in its absolute discretion, and its consent, if granted, is permission only and not an assurance

or guaranty to either Area Representative or franchisee as to the availability, suitability, or success of a location.

D. APLUS Store Standards and Opening. Area Representative shall be responsible for ensuring that Stores developed in the Territory are designed, constructed or improved, equipped and furnished in accordance with Franchisor's System standards and specifications. The Area Representative must ensure that the construction and the franchisee has obtained all required permits and approvals and that the franchisee and its contractor(s) are following the plans without any changes or deviations. Franchisor at their sole discretion may require that Area Representative conducts weekly or bi-weekly inspections and gather photographs to send to Franchisor. You will help franchisees in your Territory secure and order equipment for their APLUS Store, and you will ultimately be required to sign off on the APLUS Store's build-out and provide all photographs to us before we will approve the APLUS Store to be opened for business.

E. Assisting Prospects. Area Representative must work with Prospects in the Territory to help gather information requested by Franchisor and ensure that everything is in order for them to sign a Franchise Agreement.

F. Pre-Opening Assistance. Area Representative must assist new franchisees with guidance on real estate selection and identification of vendors. Assist franchisees in planning and value-ads, and other support reasonably required by the franchisees. Franchisor may in our sole discretion approve the final location for the APLUS Store.

G. Preparing for Opening. At Franchisor's sole discretion Franchisor may provide training for franchisees in the Territory. If Franchisor conducts the training, Area Representative shall coordinate and assist Franchisor in scheduling the training and ensuring franchisee's attendance. If Franchisor in its sole discretion requires Area Representative to provide such training, the Area Representative shall successfully complete APLUS Store training and shall responsible for the training for franchisees in the Territory. Area Representative must use a location of Franchisor' choosing for all hands-on training of the franchisees in the Territory.

H. Grand Opening and Post Grand Opening. Area Representative or a Franchisor approved representative, must attend the Grand Opening for each APLUS Store in the Territory, assist with grand opening and visit the APLUS Store and/or stay in contact with the franchised APLUS Store owner on a regular basis to provide support/assistance and audit the APLUS Store on a monthly basis.

I. On-going Area Representative Obligations. Area Representative or any Principal Owner are required to attend all Area Representative webinars or other training hosted by Franchisor and all other webinars as required, such as Fitness, Marketing and Sales.

J. Area Representative shall further render certain services directly to Franchisor, including delivery of annual audit reports of franchisees in the Territory; regular reports on business activities; inspections; collection of moneys due to Franchisor by franchisees; and other activities that Franchisor may deem necessary from time to time.

K. The APLUS Stores must conform to Franchisor's then-current approved APLUS Store layouts, floor plans, specifications, exterior and interior decorating designs and color schemes. Area Representative must confirm that the necessary permits, licenses and other legal or architectural requirements are obtained and shall insure that the APLUS Store is in compliance with all applicable local, state, and federal laws, statutes and building and architectural barrier codes, including the Americans with Disabilities Act prior to opening.

L. Products and Services. Area Representative will confirm that APLUS Stores operating in the Territory comply regarding the use and offer for sale only those products and services designated and approved periodically by Franchisor in writing. Area Representative acknowledges and agrees that

designated products and services may be changed by Franchisor from time to time and Area Representative is obligated to confirm that each APLUS Store in the Territory conform to the then-current requirements as they may change. Area Representative shall require its franchisees in the Territory to purchase supplies and equipment used in the operation of its franchise businesses from only designated and approved suppliers to ensure quality and uniformity and to take advantage of quantity purchasing discounts, if any. Franchisor shall provide the list of approved and designated suppliers for supplies and equipment on SunocoNet and other correspondence.

M. Compliance with Laws Regarding the Operation of APLUS Stores. Area Representative shall require and confirm that all APLUS Stores operating in the Territory are maintained in a clean, orderly, and safe manner and in compliance with all applicable laws pertaining to the business including all health, sanitation, food preparation and service, and Occupational Safety and Health Administration laws. Area Representative shall require and confirm that all APLUS Stores operating in the Territory are operated and maintained in strict compliance with all fire, safety and building codes, the American with Disabilities Act, and other requirements that may be prescribed by Franchisor or by public authority.

N. Personnel. Area Representative shall require and confirm that all APLUS Stores operating in the Territory are managed or operated by and through Controlling Principal(s) or a competent manager who has successfully completed Franchisor's training programs. Area Representative shall confirm that all APLUS Stores operating in the Territory are staffed with qualified, competent employees who have been trained in accordance with Franchisor's standards. Area Representative shall take such steps as are necessary to ensure that each APLUS Store preserves good customer relations and complies with such dress code as Franchisor may prescribe. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for Area Representative, Area Representative's employees, or any franchisee's employees. Area Representative is exclusively responsible for labor relations with Area Representative's employees. Area Representative shall defend and indemnify Franchisor and its affiliates against any and all proceedings, claims, investigations, and causes of action instituted by Area Representative's employees or by others that arise from Area Representative's employment practices.

O. Standards of Operation. Area Representative shall:

i) require and confirm that all APLUS Stores operating in the Territory are operated in compliance with the System standards, authorized services, operating systems, and other aspects of the System prescribed by Franchisor on SunocoNet and other manuals, as revised periodically by Franchisor, or in other communications from Franchisor;

ii) not duplicate or disseminate SunocoNet materials and other manuals in whole or in part, and shall cease access to SunocoNet and all other materials and manuals immediately upon the assignment, termination, or expiration of this Agreement;

iii) acknowledge that the entire contents of SunocoNet, and Franchisor's mandatory specifications, procedures and rules prescribed from time to time shall constitute provisions of this Agreement as if they were set forth herein, and

iv) implement changes in operational requirements when prescribed, even if additional investment or expenditure is required.

P. Commencement of Business. Area Representative shall have 30-90 days from the date of this Agreement within which to complete its initial training to Franchisor's satisfaction, and commence operation of its Area Representative Business. Such 90-day time period may be extended by Franchisor, in its reasonable discretion, upon satisfaction of each of the following conditions:

i) Area Representative demonstrates that it has been delayed in opening such Business by events outside of Area Representative's reasonable control; and

ii) Area Representative has made and is continuing to make reasonable and continuing efforts to commence operations.

Q. Sales Services. Area Representative shall use its best efforts to solicit and identify prospective franchisees for APLUS Stores to be located within the Territory. Area Representative may not initiate any Sales Services until Area Representative or Controlling Principal have satisfactorily completed Franchisor's initial training.

R. Pre-Opening and Opening Support Services to Franchisees. Area Representative shall provide the following to APLUS franchisees operating APLUS Store(s) in the Territory:

i) Provide advice to franchisee regarding the standards and specifications for the equipment, supplies, and materials used in, and the items offered for sale by, the APLUS Store, and advice regarding the selection of suppliers for the purchasing of such items used in connection with APLUS Store operations;

ii) Provide on-site assistance for not less than 40 hours for the opening of all APLUS Stores located in the Territory; and

iii) Provide guidance in implementing Franchisor's approved advertising and marketing programs, operating and sales procedures, and bookkeeping (excluding accounting programs) all in compliance with the System.

S. Continuing Support Services. Area Representative shall perform the following Support Services on behalf of Franchisor:

i) Provide consultation by telephone regarding the continuing operation and management of the APLUS Store and advice regarding APLUS Stores services, product quality control, employee items, and customer relations issues;

ii) Provide advice and assistance in connection with the development of and improvements to APLUS franchises;

iii) Conduct at least one quality assurance inspection (or re-inspection in the case of a failed first inspection) of each APLUS Store in the Territory every month in the manner as required by Franchisor from time to time, said inspections to be verified by written reports in a form acceptable to Franchisor, such inspections to be conducted by Area Representative or Controlling Principal;

iv) Provide access to advertising and promotional materials as may be developed by Franchisor from time to time;

v) At Franchisor's written request, establish an advertising cooperative for all APLUS Stores located in the Territory using forms and procedures supplied by Franchisor;

vi) Submit periodic reports to Franchisor on activities in the Territory, using procedures and forms prescribed by Franchisor, as may be modified from time to time; and

vii) Supervise the use of all Marks by franchisees in the Territory and report any potential violations to Franchisor promptly in writing (digital communication is acceptable).

T. Compliance with Area Representative Agreement. Area Representative acknowledges that it is being delegated certain responsibilities of Franchisor under the Area Representative Agreement to franchisees in the Territory. The obligations to franchisees are to be performed by Area Representative as described herein or as may in the future be set forth on SunocoNet or other reasonable standards and specifications as may be provided by Franchisor from time to time. In the performance of services to franchisees of all APLUS Stores located in the Territory, Area Representative shall in all respects comply with the terms and conditions of any Franchise Agreement or other agreement in effect between franchisee and Franchisor. Area Representative understands, however, that its rights as an Area Representative are

only by virtue of this Agreement and that it is not in any manner a party, third party, beneficiary, or holder of any other right, title, or interest in or to any Franchise Agreement.

U. No Other Business. Area Representative shall require and confirm that no franchisee nor any of its Controlling Principals shall operate, directly or indirectly, nor allow the operation of, any other business within or in connection with the respective APLUS Store, specifically excluding any fueling business or other business approved in writing by Franchisor.

V. Continuous Operations. Area Representative shall require and confirm that franchisees shall, beginning on the date hereof and continuing during the remaining term of the respective Franchise Agreements, continuously operate a quick service business at the APLUS Store premises during Franchisor-approved business hours (except if prevented by an act of God or other cause beyond franchisee's control as determined by Franchisor in its sole discretion), using its best efforts in the conduct of the business.

W. Area Representative's Inspections. Area Representative shall ascertain through field audits, reviews, and inspections that each franchisee in the Territory has complied satisfactorily with all of the terms and conditions of the Franchise Agreement, specifications, standards, operating procedures, and SunocoNet, and shall promptly notify franchisee in writing, with a copy and evaluation report to Franchisor of any deficiencies. Area Representative understands and acknowledges that as a result of any such deficiencies, Franchisor shall have the sole right to: i) inspect and ascertain compliance of franchisee; ii) send notices of default to franchisee; iii) terminate the related Franchise Agreement, and/or iv) take any legal action with respect to any default or any violation of franchisee or Franchise Agreement.

X. Discoveries. Should Area Representative, or anyone affiliated with Area Representative, develop any discoveries or ideas related to the operation of an APLUS Store, Area Representative shall immediately advise Franchisor of such discovery or idea in writing. Franchisor may authorize the use and/or dissemination of such discovery or idea in its discretion, and Area Representative agrees not to implement the discovery or idea until authorized to do so by Franchisor. All such discoveries and ideas developed or used in connection with the Business are the property of Franchisor, regardless of whether developed by Franchisor, Area Representative, or otherwise. No compensation is due to Area Representative or franchisee on account of any such idea or discovery.

Y. Office Location. Area Representative is not required to maintain a commercial office space and may operate out of a home-based office or co-working space. Area Representative shall be solely responsible for any leases of real or personal property in connection with the operation of the Area Representative Business. Franchisor reserves the right, but is not required, to approve Area Representative's office location and any leasehold improvements to such location to protect its image, reputation, Marks, and goodwill.

Z. Public Relations. Area Representative shall not make any public statements (including giving interviews or issuing press releases) regarding the Area Representative Business or any particular incident or occurrence related to the Area Representative Business, the APLUS franchise opportunity, Franchisor and any of its affiliates, and APLUS franchisees, without the Franchisor's prior written approval.

AA. Association with Causes. Area Representative shall not in the name of the Area Representative Business, other APLUS Stores, or System (a) donate money, products, or services to any charitable, political, religious, social movement, or other organization, or (b) act in support of any such organization or social movement, without the Franchisor's prior written approval.

BB. Policies and Procedures. Area Representative shall not have the right to establish policies and/or procedures pertaining to the operation of the APLUS franchised business, or Area Representative business to protect the Marks and Franchisor's goodwill in the industry outside of the policies and/or procedures that Franchisor designates, and in no instance shall Area Representative's policies and procedures conflict with Franchisor's directives, policies, procedures, and SunocoNet.

CC. Continued Right to Commissions. Upon expiration of this Agreement, your right to receive Royalty Fee Commission and your obligation to pay us royalty fees collected from APLUS franchisees shall continue subject to your continued support and services as outlined in this Agreement. The right to provide continued support must be mutually agreed to by the parties upon the expiration of this Agreement. If Franchisor terminates this Agreement due to your default or your failure to provide the required support to the APLUS Store franchisee, the Area Representative's right to the Commission shall immediately terminate and the Area Representative shall have no right to receive any monetary payment due to the Area Representative under this Agreement.

9. MARKS

A. Ownership and Goodwill of Marks. Area Representative acknowledges that its limited right to use the Marks is derived solely from this Agreement, unless such rights are granted under a separate written agreement with Franchisor, and is limited to operating as an Area Representative pursuant to and in compliance with this Agreement. Any unauthorized use of the Marks by Area Representative shall constitute a breach hereof and an infringement of Franchisor's rights in and to the Marks. Area Representative acknowledges and agrees that its usage of the Marks and any goodwill established thereby shall inure to Franchisor's exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon Area Representative.

B. Limitation on Use. Area Representative shall not use any Mark as part of any corporate, legal, or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Area Representative hereunder), or in any modified form, nor may Area Representative use any Mark in connection with unauthorized services or products or in any other manner not expressly authorized in writing by Franchisor. Area Representative agrees to give such notices of trademark and service mark registration as Franchisor specifies and to use and obtain such fictitious or assumed name registrations as may be required by Franchisor or under applicable law. Area Representative further agrees that no service mark other than Marks that are specified by Franchisor shall be used in the marketing, promotion, or operation of Area Representative's Business.

C. Use of Marks on the Internet. Area Representative's use of the Marks on the Internet and in domain names for the Internet is subject to the provisions of this Agreement. Franchisor reserves the right to establish and modify rules which will govern Area Representative's use of the Marks on the Internet and in domain names and Area Representative agrees to abide by such rules. Area Representative's right to use the Marks on the Internet will terminate immediately upon the expiration or termination of this Agreement.

D. Discontinuance of Use of Marks. Franchisor reserves the right in its sole discretion to modify or discontinue use of any Mark and/or to adopt or use one or more additional or substitute proprietary marks, and to require Area Representative to comply with such directions to do so, within a reasonable time after notice thereof.

E. Notification of Infringements and Claims. Area Representative shall immediately notify Franchisor of any apparent infringement of or challenge to Area Representative's use of any Mark, or claim by any person of any rights in any Mark, and Area Representative shall not communicate with any person other than Franchisor or its counsel in connection with any such matter. Area Representative may not settle any claim without Franchisor's written consent. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or any other administrative proceeding arising out of any such infringement, challenge, or claim or otherwise relating to any Mark. Area Representative agrees to execute any and all instruments and documents, render such assistance and perform such acts as, in the opinion of Franchisor's counsel, may be necessary or advisable to protect and maintain Franchisor's interests in the Marks.

F. Indemnification. Franchisor agrees to indemnify Area Representative against and to reimburse Area Representative for all damages for which Area Representative is held liable in any proceeding arising solely out of its authorized use of any Mark pursuant to and in compliance with this Agreement and for all costs reasonably incurred by Area Representative in defending any such claim or any proceeding in which Area Representative is named as a party, provided that Area Representative has timely notified Franchisor of such claim or proceeding and has otherwise complied with this Agreement. Franchisor, at its option, shall be entitled to defend and control the defense of any proceeding arising out of Area Representative's authorized use of any Mark pursuant to and in compliance with this Agreement.

10. CONFIDENTIAL INFORMATION

A. Confidential Information and Nondisclosure. Franchisor possesses certain proprietary Confidential Information. Franchisor will disclose the Confidential Information to Area Representative in the training program, SunocoNet, APLUS Systems Manual, and in guidance furnished to Area Representative during the Term hereof. Area Representative has not acquired any interest in the Confidential Information, other than the right to utilize it in the Territory in the execution of Area Representative's duties hereunder during the Term of this Agreement, and Area Representative acknowledges that the use or duplication of the Confidential Information in any other business venture would constitute an unfair method of competition. Area Representative acknowledges and agrees that the Confidential Information is proprietary, includes trade secrets of Franchisor, and is disclosed to Area Representative solely on the condition that Area Representative agrees, and Area Representative and its Controlling Principals do hereby agree that Area Representative:

i) Shall not, directly or indirectly, use the Confidential Information in any other business or capacity;

ii) Shall maintain the absolute confidentiality of the Confidential Information during and after the Term of this Agreement;

iii) Shall not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form; and

iv) Shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Confidential Information.

Prior to disclosure of any Confidential Information, Area Representative shall advise all employees, representatives and Controlling Principals of Area Representative of the confidential and proprietary nature of the Confidential Information and ensure that Area Representative's employees, representatives and Controlling Principals maintain the confidentiality of the Confidential Information that they receive in connection with their relationship with Area Representative. Area Representative shall indemnify Franchisor from any related damages, costs, or expenses resulting from or related to disclosure or use of Confidential Information by Area Representative's Controlling Principals and/or employees.

Area Representative agrees that Franchisor shall have the perpetual right to use and authorize other franchisees and Area Representatives to use, and Area Representative shall fully and promptly disclose to Franchisor, all ideas, concepts, methods, and techniques relating to the development and operation of the activities of the Business, howsoever conceived or developed by Area Representative or its employees or the franchisees serviced by Area Representative during the Term of this Agreement. Area Representative acknowledges that any such ideas, concepts, methods, and techniques shall be the property of Franchisor, and Franchisor may utilize or disclose such information to franchisees or other agents as it determines to be appropriate.

"Confidential Information" means all Franchisor trade secrets; all information concerning any customer for whom Area Representative or any other APLUS business has provided services, including personal and financial information; the Standards and other elements of the System; Franchisor's proprietary standards

and specifications for the APLUS Stores and the services provided; the contents of SunocoNet, APLUS Systems Manual and all other manuals; the contents of the Web Site and other on-line communications; all training materials and the training program; strategies and site evaluations, drawings, equipment, software, selection guidelines and techniques; all marketing materials, vendor and supplier information and pricing; all other knowledge, trade secrets, or know-how concerning the methods of operation of an APLUS Store which may be communicated to Area Representative, or of which Area Representative may be apprised, by virtue of Area Representative's operation under the terms of this Agreement; business plans; technology; all business, operational, and financial data created by or concerning APLUS Stores, any other APLUS Store in the APLUS system or APLUS; and any other information that Franchisor designates as "Confidential Information."

B. Return of Confidential Information. Immediately upon any termination or expiration hereof, Area Representative and each Controlling Principal, representative, independent contractor and employee shall return to Franchisor the Confidential Information including, without limitation, that portion of the Confidential Information which consists of analyses, compilations, studies or other documents containing or referring to any part of the Confidential Information, prepared by Area Representative or such Controlling Principal, their agents, representatives or employees, and all copies thereof.

11. NONCOMPETITION

A. Noncompetition. Franchisor has entered into this Agreement with Area Representative on the condition that Area Representative will deal exclusively with Franchisor. Area Representative acknowledges and agrees that Franchisor would be unable to protect its Confidential Information and would be unable to encourage a free exchange of ideas and information among Area Representatives if Area Representatives were permitted to hold interests in any Competitive Business, as defined below. Area Representative, therefore, agrees that, (i) during the Term at any location, and (ii) for two years after the expiration, termination or assignment of this Agreement for any reason anywhere within the Territory or within 25 miles of the any APLUS Store in or outside of the Territory, neither Area Representative nor any person identified in the signature block below shall:

i) Have any direct or indirect interest as a disclosed or beneficial owner in a "Competitive Business," which shall be defined as a business operating or granting franchises or licenses to others to operate a convenience store deriving more than 25% of its revenue from the sale of gas or convenience store associated items (excluding APLUS Stores operated under valid Franchise Agreements by and between Area Representative and Franchisor);

ii) Perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business;

iii) Divert or attempt to divert any business related to, or any customer or account of, the Area Representative Business, or any other APLUS Stores, by direct inducement or otherwise; or

iv) Area Representative, nor any officer, director, or owner of Franchisee, shall directly or indirectly, do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Marks or the System.

The restrictive time period shall be tolled during any period of Area Representative's noncompliance. Notwithstanding the foregoing, Area Representative shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

12. OPERATING STANDARDS

A. Standards of Service. Area Representative shall at all times give prompt, courteous, and efficient service to franchisees in the Territory. Area Representative shall, in all dealings with such

franchisees, Prospects , and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct.

B. Compliance with Laws and Good Business Practices. Area Representative shall secure and maintain in force all required licenses, permits, and certificates relating to Area Representative's activities hereunder and shall operate in full compliance with all applicable laws, ordinances, and regulations. Area Representative must comply with all applicable federal, state, and local laws, rules, and regulations governing the marketing, promotion, and sale of franchises, including, without limitation, those relating to franchise registration, disclosure, and unfair or deceptive practices.

C. Accuracy of Information. Before the offer or sale of any franchise, Area Representative shall each time take reasonable steps to confirm that the information contained in any written materials, agreements, and other documents related to the offer or sale of franchises is true, correct, and not misleading at the time of such offer or sale, and the offer or sale of such franchise will not at that time be contrary to or in violation of any applicable state law related to the registration of the franchise offering. Franchisor shall provide Area Representative with any changes to its disclosure documents and other agreements on a timely basis, and shall, upon request, provide Area Representative with confirmation that the information contained in any written materials, agreements, or documents being used by Area Representative is true, correct, and not misleading. If Area Representative notifies Franchisor of an error in any information in Franchisor's documents, Franchisor shall have a reasonable period of time to attempt to correct any deficiencies, misrepresentations, or omissions in such information.

D. Notification of Litigation. Area Representative shall notify Franchisor in writing within five business days of having any knowledge of the commencement of any action, suit, arbitration, proceeding, or investigation, and of the issuance of any order, writ, injunction, award, or decree, by any court, agency, or other governmental instrumentality, which concerns the operation or financial condition of Area Representative, the Business or any franchisee in the Territory.

E. Ownership and Management of Business. Area Representative's Business shall at all times be under the direct, day-to-day, full-time supervision of Area Representative or a Controlling Principal. Area Representative shall at all times during the Term of this Agreement own and control the Business. Upon Franchisor's request, Area Representative shall promptly provide satisfactory proof of such ownership. Area Representative represents that the principals identified as Controlling Principals of Area Representative in Attachment 3 is true, complete, and accurate and not misleading. Area Representative shall promptly provide Franchisor with written notification if the information contained in the Attachment 3 changes at any time during the Term of this Agreement and shall comply with the applicable transfer provision contained in Section 14. If Area Representative is not an individual, the Controlling Principal(s) shall execute the guaranty attached hereto as Attachment 3 and incorporated herein by this reference.

F. Conflicting Interests. Area Representative shall at all times faithfully, honestly, and diligently perform its obligations hereunder and continuously exert its best efforts to promote, enhance, and service APLUS Store(s) in the Territory. Area Representative shall not engage in any other business or other activity, directly or indirectly, that (i) competes with Franchisor, (ii) requires any significant management responsibility or time commitments, or (iii) otherwise may conflict with Area Representative's obligations hereunder, without the prior written approval of Franchisor. Area Representative will not enter into any form of alliance, agreement, or understanding with any service provider or vendors without the prior consent of Franchisor.

G. Insurance. You must obtain and maintain insurance policies protecting you and us and our affiliates as additional insureds on a primary non-contributory basis. The insurance must be underwritten by insurers licensed and admitted to write coverage in the state in which the Area Representative Business is located and with a rating of "A" or better by the A.M. Best Company's rating guide. You must name us as an additional insured on any insurance policies that you purchase and furnish proof to us before beginning

operation of your Area Representative Business. These policies must include the coverage that we require, which currently includes:

i) Comprehensive general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, explosions, and collapse liability, coverage on all equipment (other than motor vehicles licensed for highway use) and personal and advertising injury, with a combined bodily injury and property damage limit, including personal injury single limit of at least $1,000,000 per occurrence, $2,000,000 in aggregate or as required by the US Department of Transportation, whichever is greater;

ii) Automobile liability insurance for any vehicles owned, including contractual liability covering for any motor vehicles owned, hired, or used in connection with the Area Representative Business, with a minimum combined single limit of at least $1,000,000 for property damage and bodily injury, and in full compliance with the U.S. Department of Transportation requirements, whichever is greater;

iii) If you hire any employees for your Area Representative Business, then you must maintain statutory workers' compensation insurance and employers' liability insurance as required by the law of the state in which the Area Representative Business is located, including statutory workers' compensation limits and employers' liability limits of at least $500,000 for each accident, $500,000 for disease (policy limit), $500,000 for disease (each employee); and

iv) Errors and omissions insurance to protect your Area Representative Business for any negligent acts, errors or omissions committed during your Area Representative Business activities that result in yours or our financial loss in the amount of $2,000,000 or any other amount we specify on SunocoNet or otherwise written communication.

v) All other insurance that we require on SunocoNet or that is required by law or by the lease orsublease for the Area Representative Business.

We reserve the right to require you to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that we are named as additional insured on these cybersecurity insurance policies.

H. You may purchase insurance from any vendor and you may purchase greater coverage than the amounts listed here.

I. Evidence of Insurance Coverage. Area Representative will provide proof of insurance to Franchisor prior to commencement of operations of the Business. This proof will show that the insurer has been required to inform Franchisor in the event any policies are amended, lapse, or are cancelled. Franchisor has the right to change the minimum amount of insurance the Area Representative is required to maintain by giving Area Representative prior reasonable notice, giving due consideration to what is reasonable and customary in the similar business. Noncompliance with the insurance provisions set forth herein shall be deemed a material breach of this Agreement; and in the event of any lapse in insurance coverage, in addition to all other remedies, Franchisor shall have the right to demand that Area Representative cease operations of the Business until coverage is reinstated, or in the alternative, pay any delinquencies in premium payments and charge the same back to Area Representative.

J. Advertising in Territory. Area Representative will be required to market and advertise for prospective franchisees within the Territory. All advertising and promotion by Area Representative in any medium shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth on SunocoNet or otherwise.

K. Approval of Advertising. Prior to use by Area Representative, samples of all advertising and promotional materials not prepared or previously approved by Franchisor shall be submitted to Franchisor for approval, which approval shall not be unreasonably withheld. Area Representative shall not use any advertising or promotional materials that Franchisor has rejected. Area Representative shall submit

such unapproved plans and materials to Franchisor, and Franchisor shall approve or disapprove such plans and materials within 15 business days of Franchisor's receipt thereof. Area Representative shall not use such unapproved plans or materials until they have been approved by Franchisor and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Area Representative shall not advertise or use the APLUS Marks in any fashion on the Internet or via other means of advertising through telecommunication without the written consent of Franchisor. Area Representative acknowledges and understands that certain states require the filing of franchise sales advertising materials with the appropriate state agency prior to dissemination. Area Representative agrees to fully and timely comply with such filing requirements at Area Representative's own expense unless such advertising has been previously filed with the state by Franchisor. Franchisor may charge Area Representative, in Franchisor's sole discretion, for the costs incurred by Franchisor in printing large quantities of advertising and marketing materials supplied by Franchisor to Area Representative at Area Representative's request.

L. Accounting, Bookkeeping, and Records. Area Representative shall maintain at its Business premises all business records as Franchisor may require from time to time. Area Representative shall maintain all records and reports of the business conducted pursuant to this Agreement for at least three years after the date of termination or expiration of this Agreement all such records are co-owned by Franchisor upon creation and Franchisor may use all such data and information shall be a part of Confidential Information which Franchisor may use in its sole discretion.

M. Reports. Area Representative shall, as often as required by Franchisor, deliver to Franchisor a written report of its Business activities during such period, in such form and in such detail as Franchisor may from time to time specify, including information about efforts to solicit prospective franchisees, the status of pending real estate transactions and the status of the APLUS Store(s) in the Territory. Area Representative shall, as often as required by Franchisor, during the Term of this Agreement, deliver to Franchisor the quality assurance inspection reports required herein for each franchisee in the Territory, in such form and in such detail as Franchisor may from time to time specify. Area Representative authorizes Franchisor to use information from Area Representative's Business on a non-disclosed basis in Franchisor's disclosure statements as required by any federal or state law.

N. Failure to Perform Fee. Area Representative shall pay an amount of out of pocket expense plus additional 25% to Franchisor for work and expenses incurred by Franchisor in performing services to the franchisees in the Territory which the Area Representative is responsible under this Agreement.

O. Technology Fee. Currently Area Representatives are not required to pay a Technology Fee. We may, in our sole discretion and upon written notice, require Area Representative to pay $350 to $650 per month as an ongoing Technology fee which covers the cost of acquiring a software used to track sales process of franchisees as designated by Franchisor (the "Technology Fee"). Each additional e-mail address required by the Area Representative will be subject to additional then-current cost. The amount due will be automatically deducted from any amount to Area Representative owes or other means designated by Franchisor. The Technology Fee is subject to increase by an amount not to exceed 10% of the prior year's Technology Fee. Franchisor retains sole right and discretion on technological services used in operation of the Area Representative Business and may expand or reduce the scope of technological services provided, vendors used or other matters as they pertain to technology.

13. INSPECTIONS AND AUDITS

A. Inspections and Audits. To determine whether Area Representative is complying with this Agreement, Franchisor or its designee shall have the right at any time during normal business hours, and upon reasonable notice to Area Representative, to enter the premises in which Area Representative is then keeping its business records and inspect, and conduct an audit of the business records and documents of said Business. Area Representative and its employees shall fully cooperate with representatives of Franchisor making, conducting, supervising, or observing any such inspection or audit, including, without

limitation, providing to Franchisor an independent access to all passwords necessary to access any Business related computer-based records, information concerning all software applications and programs, the location of all computer files, and an explanation of the functionality of all computer-based accounting and record keeping systems.

B. At Sunoco's request Area Representative shall authorize Sunoco and/or its direct third party(s), including accounting and legal professionals, to release to Us all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Sunoco on a monthly basis for the length of the unexpired term of this Agreement or until such time as Sunoco withdraws its request. Area Representative shall execute all documents necessary to facilitate the release of records referenced herein to Sunoco.

14. TRANSFERS

A. Transfers by Franchisor. This Agreement is fully transferable and assignable by Franchisor and shall insure to the benefit of any transferee or other legal successor to Franchisor's interests herein.

B. Transfers by Area Representative. Area Representative agrees that the rights and duties created by this Agreement are personal to Area Representative (and its Controlling Principals), and that Franchisor has entered into this Agreement in reliance upon Franchisor's perceptions of the individual or collective character, skill, aptitude, attitude, business ability, and financial capacity of Area Representative (and Controlling Principals). Accordingly, you do not have contractual right to transfer this Agreement; however, Franchisor may in its sole discretion allow you to assign to whoever takes over your or your affiliate's distributor's contracts for fuel with Sunoco, LLC and us, provided the Prospect meets our then-current area representative requirements and you pay a transfer fee in the amount greater of 10% of sales price or the average monthly revenue collected in a 12-month period (or as long as AR has been around, if less than 12 months). As used in this Agreement, the term "transfer" shall mean and include the voluntary, involuntary, direct, or indirect assignment, sale, sub-franchise, gift, or other disposition by Area Representative (or any of its owners) of any interest in: i) this Agreement; ii) 20% or more of the ownership of Area Representative; or iii) the assets of the Business.

C. Condition for Approval of Transfer. If Franchisor agrees to a Transfer, Franchisor shall not be obligated to approve a proposed transfer unless Area Representative (and its owners) are in full compliance with this Agreement and any other agreement entered into between Franchisor and Area Representative or its affiliate. Area Representative acknowledges that since there is no contractual right to Transfer under this Agreement, the Franchisor retains the right to withhold its approval in its sole discretion. The proposed transferee and its owners must be individuals of good moral character and otherwise meet Franchisor's then-applicable standards for Area Representatives. If the transfer is of this Agreement, a 20% or more interest ("Controlling Interest") in Area Representative, or all or a substantial portion of the assets of the Business, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement, a Controlling Interest in Area Representative or all or a substantial portion of the assets of the Business, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

i) The transferee has sufficient business experience, aptitude, and financial resources to act as an Area Representative, or otherwise meet Franchisor's then-current criteria for Area Representative, and agrees to be bound by all of the terms and conditions of this Agreement, and the transferee and its Controlling Principal must have completed Franchisor's training program to Franchisor's satisfaction;

ii) Area Representative has paid all fees due hereunder and all other amounts owed to Franchisor or its affiliates and third party creditors and submit to Franchisor all required reports and statements;

iii) Area Representative shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Area Representative and Franchisor or Sunoco, LLC and Area Representative shall have substantially and timely complied with all the terms and conditions of such agreements during the terms thereof;

iv) Area Representative or the transferee has paid Franchisor a transfer fee which is calculated as the greater of (a) 10% of the sales price or (b) the average monthly revenue collected in the previous 12 months or specific number of months if less than 12 ("Transfer Fee");

v) Area Representative (and its transferring owners) executes a general release and covenant not to sue, in form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates and their respective officers, directors, shareholders, agents, and employees in their corporate and individual capacities; provided, however, that any release will not be inconsistent with any state law regulating franchising;

vi) The transferee signs an express written assumption of Area Representative's obligations pursuant to this Agreement, or at the option of Franchisor, executes an Area Representative Agreement in the form then-currently offered by Franchisor, the terms of which will end on the expiration date of this Agreement, and which may be materially different and shall supersede this Agreement in all respects. If a new Area Representative Agreement is signed, the terms may differ from the terms of this Agreement; provided, however, the transferee will not be required to pay any additional Initial Fee;

vii) Franchisor approves the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to affect adversely the transferee's business as an Area Representative of Franchisor;

viii) If Area Representative (and the transferring owners) finances any part of the sale price of the transferred interest, Area Representative and its Controlling Principals agree that all obligations of the transferee under any promissory notes, agreements, or security interests shall be subordinate to the transferee's obligations to pay fees, and other amounts due to Franchisor and its affiliates and otherwise to comply with this Agreement; and

ix) Area Representative (and its transferring owners) executes a noncompetition covenant in favor of Franchisor and the transferee with terms the same as those set forth in Section 11.

D. Transfer to an Entity. If Area Representative is in full compliance with this Agreement, Area Representative may transfer this Agreement to a corporation or other entity of which Area Representative owns not less than two-thirds of the ownership interest with Franchisor's prior written approval, which approval shall not be unreasonably withheld. Pay transfer fee in the amount of $5,000, and all owners of such entity shall sign a Guaranty attached hereto as Attachment 3 and an agreement expressly assuming the Area Representative's obligations.

E. Franchisor Approval of Transfer. Franchisor shall have 180 days from the date of the written notice to approve or disapprove in writing Area Representative's proposed transfer, which the approval may be withheld at sole discretion of the Franchisor. If the Franchisor does not approve the proposed transfer in writing the request shall be deemed denied. Written notice shall mean and include all documentation necessary to evaluate the transferee. Area Representative acknowledges that the proposed transferee shall be evaluated for approval by Franchisor based on the same criteria as is currently being used to assess new Area Representatives of Franchisor and that such proposed transferee shall be provided, if appropriate, with such disclosures as may be required by state or federal law.

F. Death or Disability of Area Representative. In the event of the death, disability or incapacity of any individual Area Representative or a Controlling Principal, the transferee, assignee or beneficiary must apply for Franchisor's consent to assignment of the Area Representative Agreement. The assignment shall not be valid or effective until Franchisor has received the properly executed legal documents which it deems necessary to properly and legally document the transfer, assignment or bequest of this Agreement, and until the transferee, assignee or beneficiary agrees to be unconditionally bound by the terms and conditions of this Agreement and to personally guarantee the performance of Area Representatives' obligations under this Agreement. The transferee, assignee, or beneficiary will be required to comply with all of the terms and conditions of Transfer of this Agreement including the payment of the Transfer Fee.

G. Right of First Refusal. In the event Area Representative wishes to sell, transfer, gift, assign, or otherwise dispose of any interest in this Agreement, a Controlling Interest in any entity that owns it, or all or a substantial portion of the assets of the Business, Area Representative agrees to grant to Franchisor a 60-day right of first refusal to purchase such rights, interest, or assets on the same terms and conditions as are contained in the written offer to purchase submitted to Area Representative by a bona fide proposed purchaser; provided, however, the following Area Representative additional terms and conditions shall apply:

i) Area Representative shall notify Franchisor of such offer by sending a written notice to Franchisor, enclosing a copy of the written offer signed by the bona fide proposed purchaser;

ii) The 60-day right of first refusal period will run concurrently with the period in which Franchisor has to approve or disapprove the proposed transferee;

iii) Such right of first refusal arises for each proposed transfer and any material change in the terms or conditions of the proposed transfer, even if to the same bona fide proposed purchaser, shall be deemed a separate offer for which a new 60-day right of first refusal shall be given to Franchisor;

iv) If the consideration or manner of payment offered by a third party is such that Franchisor may not reasonably be required to furnish the same, then Franchisor may purchase the interest which is proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by Franchisor, whose determination will be binding upon the parties. All expenses of the appraiser shall be paid for equally between Franchisor and Area Representative; and

v) If Franchisor chooses not to exercise its right of first refusal, Area Representative shall be free to complete the sale, transfer, or assignment, subject to compliance with this Section 14. Absence of a reply to Area Representative's notice of a proposed sale within the 60-day period shall not be deemed a waiver of such right of first refusal.

15. TERM AND EXPIRATION

A. Term. Unless sooner terminated, the term of this Agreement begins on the Effective Date and, unless otherwise negotiated, terminated, or extended as provided in this Agreement, expires in 5 years ("Term"). However, if you do not meet the minimum development requirements according to the Development Schedule as identified in Attachment 1, this Agreement shall terminate.

B. Area Representative is required to develop minimum 5 APLUS Stores within 12 months from the Effective Date. Area Representatives shall retain the right to compensation for the term of the APLUS Store franchisee subject to on-going and continued support.

C. Successor License. You do not have contractual right to renew this Agreement; however, upon expiration or termination you are obligated to make payment to Franchisor for Royalty Fee Commission and entitled to Continued Right to Commission subject to services provided to the existing APLUS Store franchisees you signed pursuant this Agreement.

16. **TERMINATION**

A. By Franchisor. Franchisor shall have the right to terminate this Agreement, effective upon delivery of written notice of termination to Area Representative, that any one or more of the following Events of Default shall have occurred:

i) At any time, for more than a 30-day period, your Controlling Principal or any individual Area Representative has not successfully completed the training program as required herein;

ii) The Area Representative or any Controlling Principal has made any material misrepresentation or omission in its application to be an Area Representative;

iii) Area Representative failed to meet the Sales and Opening Goals set forth in Attachment 1 and does not correct such failure within 90 days after written notice of such failure to comply is delivered to Area Representative;

iv) Area Representative failed to comply with any other provision of this Agreement or any mandatory specification, standard, or operating procedure prescribed by Franchisor and does not correct such failure within 30 days after written notice of such failure to comply is delivered to Area Representative;

v) Area Representative surrenders, transfers control of, or makes an unauthorized transfer of this Agreement or any person makes any unauthorized transfer of an ownership interest in Area Representative;

vi) Area Representative or any Controlling Principal is convicted or pleads no contest to a felony, or to any other crime or offense that is, in the opinion of Franchisor, likely to adversely affect the goodwill associated with the Marks, or engages in any conduct which may adversely affect the reputation of Franchisor or the goodwill associated with the Marks;

vii) Area Representative or any Controlling Principal is declared bankrupt or insolvent or voluntarily institutes a bankruptcy proceeding under the Bankruptcy Code or is adjudicated bankrupt as a result of an involuntary petition in bankruptcy being filed against it;

viii) Area Representative abandons or ceases to operate the Area Representative Business for 15 consecutive days or any shorter period that indicates an intent by Area Representative to discontinue operation of the Area Representative Business unless precluded from doing so by an event beyond Area Representative's reasonable control, other than for financial reasons, or abandons any APLUS Store owned by Area Representative;

ix) Area Representative has been sent two notices of default by Franchisor within a 12-month period (or fails on two separate noticed occasions to comply with the same obligation), regardless of whether the defaults were cured by Area Representative;

x) Area Representative fails to pay any amounts due to Franchisor or its affiliates within 10 days after receiving notice that such fees or amounts are overdue;

xi) Area Representative discloses, duplicates or otherwise uses in an unauthorized manner any portion of SunocoNet or any other Confidential Information;

xii) Area Representative, after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor or the APLUS brand;

xiii) Area Representative misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

xiv) Area Representative or any Controlling Principal's violation of the non-disparagement requirement; or

xv) Conduct of Area Representative or Controlling Principal for which a notice period with an opportunity to cure would not be reasonable or remedy the default;

This Agreement shall terminate upon termination of any agreement between Franchisor (or any Affiliate) and Area Representative. If we terminate your rights and obligations under this Agreement for any reason including termination of distribution agreement between you and Sunoco, LLC or us, we retain the right to terminate any rights you may have in Royalty Commissions.

B. Upon default by Area Representative under this Section 16, Franchisor has the option, in its sole discretion, and in addition to exercising its option to terminate this Agreement as provided in this Sections 16.B., to do any one or more of the following:

i) Terminate or modify any territorial rights granted to Area Representative in Section 2.B.;

ii) Terminate Area Representative's continued right to Royalty Commissions;

iii) Reduce the number Area Representative's Sales and Opening Goals;

iv) Pursue any other remedy Franchisor may have at law or in equity; and

v) Terminate the Area Representative and continue manage the franchisees within the Territory or grant a third party the right to operate and manage the franchisees within the Territory without any compensation paid to the Area Representative. All rights granted to the Area Representative pursuant to this Agreement shall terminate upon Franchisor's election of Area Representative's termination.

C. Rights and Obligations of Area Representative Upon Termination or Expiration of the Agreement. Upon termination of this Agreement, whether pursuant to Sections 16.A., 16.B., or upon expiration of this Agreement pursuant to Section 15, all rights granted under this Agreement to Area Representative shall forthwith terminate and Area Representative agrees:

i) To immediately cease to operate the Area Representative Business, and refrain from, directly or indirectly, representing to the public or hold itself out as a present or former Area Representative of Franchisor;

ii) To immediately and permanently cease to use, by advertising or in any other manner whatsoever, of any confidential methods, procedures, and techniques associated with the System, and Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System;

iii) To take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by Area Representative which contains the Marks; and furnish us with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

iv) To pay Franchisor within 15 days after the effective date of termination or expiration of this Agreement, or such later date that the amounts due to Franchisor are determined, such fees, amounts owed for purchases by Area Representative from Franchisor or its affiliates, interest due on any of the foregoing, and all other amounts owed to Franchisor or its affiliates which are then unpaid;

v) To not, directly or indirectly, at any time or in any manner (except with respect to Franchisor franchises owned and operated by Area Representative) identify itself or any business as a current or former Area Representative or authorized agent of Franchisor or its affiliates, use any Mark, any colorable imitation thereof, or other indicia of Franchisor in any manner or for any purpose or utilize for purpose any trade name, trademark, or service mark or other commercial symbol that suggests or indicates a connection or association with the APLUS brand;

vi) To immediately deliver to Franchisor all past and present franchise sales leads and records and all contracts, acknowledgments of receipt, and other information and records related to franchisees of Franchisor in the Territory;

vii) To immediately deliver to Franchisor all advertising materials and confidential information, forms, disclosure documents, franchise sales brochures, and other materials containing any Mark or otherwise identifying or relating to the sale or service of APLUS Stores;

viii) To refrain from communicating, in any manner, with franchisees concerning APLUS or obligations arising from this Agreement or any Franchise Agreement, except as expressly authorized by Franchisor;

ix) To take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Area Representative's use of any Mark;

x) To notify the telephone company and all telephone directory publishers and any other necessary entity of the termination or expiration of Area Representative's right to use any telephone number, email, social media site, and any regular, classified, or other telephone directory listings associated with any Mark and to authorize transfer thereof to Franchisor or its designee. Area Representative acknowledges that, as between it and Franchisor, Franchisor has the sole rights to and interest in all telephone, telecopy or facsimile machine numbers, Internet URLs, emails, websites, social media sites, social media accounts, and directory listings associated with any Mark. Area Representative authorizes Franchisor, and hereby appoints Franchisor and any of its officers as Area Representative's attorney-in-fact, to direct the applicable third-parties to transfer any telephone numbers, Internet URLs, websites, email accounts, social media sites, social media accounts, and directory listings relating to Area Representative's Business to Franchisor at its direction; should Area Representative fail or refuse to do so, and the telephone company or other third party provider may accept such direction or this Agreement as conclusive evidence of Franchisor's exclusive rights in such telephone numbers, Internet URLs, websites, email accounts, social media sites, social media accounts, and directory listings and Franchisor's authority to direct their transfer; and

xi) Furnish Franchisor, within 30 days after the effective date of termination or expiration, with evidence satisfactory to Franchisor of Area Representative's compliance with the foregoing obligations.

D. Confidential Information. Area Representative agrees that, upon termination or expiration of this Agreement, Area Representative shall immediately cease to use any Confidential Information of Franchisor pursuant to this Agreement in any business or otherwise (except in connection with the operation of an APLUS Store as may be expressly permitted by a Franchise Agreement between Area Representative and Franchisor) and return to Franchisor all copies of all confidential materials which have been loaned or otherwise provided to Area Representative by Franchisor. Area Representative shall not directly or indirectly use or share the Confidential Information or trade secrets for any purpose thereafter.

E. Covenant Not to Compete. Upon termination or expiration of this Agreement, Area Representative and Controlling Principal agree that, for a period of two years commencing on the effective date of termination or expiration of this Agreement, neither Area Representative nor Controlling Principal shall have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative, or agent or in any other capacity in any Competitive Business in the Territory or within 25 miles of the any APLUS Store in the Territory. The restrictive time period in this Section 16 shall be tolled during any periods of noncompliance. The restrictions of this Section 16 shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent or less of the number of shares of that class of securities issued and outstanding. Area Representative and Controlling Principal expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such

skills. Consequently, enforcement of the covenants made in this Section 16 will not deprive them of their personal goodwill or ability to earn a living.

F. No Further Right to Payment. Area Representative shall have no further right to receive payment of commissions from Franchisor, except for those commissions which have been fully earned by Area Representative up through the date of such termination. For purposes of this Agreement, "fully earned" commissions shall mean commissions due on franchise sales attributed to Area Representative for which all conditions described herein have been met by no later than the date of termination. Franchisor shall have the right to immediately assume control of and manage all franchise sales in the Territory and to receive all royalty fees from franchisees in the Territory. Any fully earned Initial Fee Commission and/or Royalty Fee Commissions which are due to Area Representative will be paid by Franchisor in the time frames provided herein.

G. Non-Disparagement. Area Representative and Controlling Principals agree that neither will not publicly disparage nor make any derogatory statements to third parties concerning Franchisor, its affiliates or principals, or the franchise relationship. For the purposes of this Section 16, "statements" includes the use of any and all forms of communication, including but not limited to, Internet, World Wide Web, telephone, e-mail, texting, social networking sites, and all other forms of oral and written communication and applies to any third party, without limitation.

H. State and Federal Law. The parties acknowledge that in the event that the terms of this Agreement regarding termination or expiration are inconsistent with applicable state or federal law, such law shall govern Area Representative's rights regarding termination or expiration of this Agreement.

I. Cross-Default. Any default by Area Representative (or any person/company affiliated with Area Representative) or its Controlling Principals, under this Agreement may be regarded as a default under any other agreement between Franchisor (or any of its affiliates) and Area Representative (or any of its affiliates). Any default by Area Representative (or any person/company affiliated therewith) or its Controlling Principals, under any other agreement, including, but not limited to, any lease and/or sublease or fuel supply or fuel distributor agreement, between Franchisor (or any of its affiliates) and Area Representative (or any of its affiliates) or its Controlling Principals, and any default by Area Representative (or any person/company affiliated with Area Representative) or its Controlling Principals under any obligation to Franchisor (or any of its affiliates) may be regarded as a default under this Agreement. In each of the foregoing cases, Franchisor (or any of its affiliates) shall have all remedies allowed at law, including termination of Area Representative's rights (and/or those of any person/company affiliated with it) or its Controlling Principals, and Franchisor's (or any of its affiliates') obligations. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

J. Right to Discontinue Services. If Area Representative is in breach of any obligation under this Agreement, and Franchisor delivers to Area Representative a notice of termination as provided herein, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products for which Franchisor is an approved supplier to Area Representative and/or suspension of any listings associated with Area Representative on Franchisor controlled online media, including webpages and social media, if available.

17. RELATIONSHIP OF THE PARTIES

A. Relationship of the Parties. It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that the parties are independent contractors, and that nothing in this Agreement is intended to make either party a general agent, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose. Area Representative shall conspicuously identify itself in all dealings with franchisees, prospective franchisees, lessors, contractors, suppliers, public officials, and others as the owner of its own business under an Area Representative Agreement with

Franchisor, and shall place such other notices of independent ownership on signs, forms, stationary, advertising, and other materials as Franchisor may require from time to time.

B. Payment of Third Party Obligations. Neither Franchisor nor Area Representative shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than independent contractors, and neither Franchisor nor Area Representative shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder, nor shall Franchisor be obligated for any damages to any person or property directly or indirectly arising out of the operation of Area Representative's business, whether or not caused by Area Representative's negligent or willful action or failure to act.

C. Indemnification. Area Representative agrees to indemnify and hold Franchisor and its parents, subsidiaries, affiliates, stockholders, directors, members, managers, officers, employees, agents, and assignees harmless against, and to reimburse them for, any loss, liability, taxes, or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including, without limitation, reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses) which any of them may suffer, sustain, or incur by reason of, arising from or in connection with any acts, omissions, or activities of Area Representative, its Controlling Principals or any employee of or independent contractor hired by Area Representative. Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect, subsequent to and notwithstanding the expiration or termination of this Agreement.

18. GOVERNING LAW, VENUE, AND REMEDIES

A. Governing Law. This Agreement, after review by Franchisor, was accepted in the State of Texas and shall be interpreted, construed and governed according to the internal laws, and not the laws pertaining to choice or conflict of laws, thereof, except that:

i) The laws of the state in which the Business is to be located which govern the offer, sale and registration of franchises, including, without limitation, any so-called "Little FTC Act" of such state, shall apply to the offer, sale, and registration of the APLUS franchise granted by this Agreement and not such laws of the State of Texas (unless the franchised business is to be located in Texas); and

ii) The laws of the jurisdiction in which any action to enforce any covenants not to compete provided or referenced herein shall govern such covenants not to compete, without giving effect to the principles pertaining to choice or conflict of laws thereof.

B. Remedies. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every right or remedy.

C. Attorneys' Fees and Costs of Enforcement. In the event Franchisor is required to pursue the enforcement of this Agreement, either in litigation or otherwise, Area Representative shall reimburse the Franchisor for all costs incurred in the enforcement of this Agreement, including but not limited to administrative, supervisory, or training costs; reasonably attorneys' and expert fees; costs of travel; costs of public relations; costs of audit and inspections or investigations; and other costs associated with the enforcement of this Agreement or to resolve non-compliance matters or other defaults.

D. Venue. Area Representative hereby irrevocably submits to the jurisdiction of the state or federal court serving the judicial district in which Franchisor maintains its principal place of business at the time the action is initiated. Area Representative hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision. Area Representative further agrees that venue for any proceeding relating to or arising out of this Agreement shall be brought and maintained exclusively in the state or

federal court serving the judicial district in which Franchisor maintains its principal place of business at the time the action is initiated; provided, however, with respect to any action for monies owed or for injunctive or other extraordinary relief, Franchisor may bring such action in any state or federal district court which has jurisdiction.

E. Contractual Limitations Period. No legal action or proceeding may be brought against Franchisor or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two years and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law.

F. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

G. WAIVER OF PUNITIVE DAMAGES. WITH THE EXCEPTION OF FRANCHISOR' RIGHT TO SEEK INDEMNIFICATION FOR THIRD PARTY CLAIMS AS SET FORTH IN THIS AGREEMENT AND ITS RIGHT TO SEEK RECOVERY OF LOST FUTURE PROFITS, THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

H. WAIVER OF CLASS ACTION. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY.

19. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement, the documents referred to herein, and the attachments hereto, constitute the entire, full and complete agreement between Franchisor and Area Representative and the Controlling Principals concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Area Representative and the Controlling Principals. No other representation has induced Area Representative to execute this Agreement, and there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise; provided that nothing in this Agreement is intended to or shall disclaim any representation contained in Franchisor's disclosure document delivered to Area Representative in connection with this Agreement. Except for those changes permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

B. Severability. Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

C. Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, or sent by prepaid facsimile or email (provided that the sender confirms the facsimile or email by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Sunoco Retail LLC
8111 Westchester Drive, Suite 600
Dallas, TX 75225
Attention: General Counsel
(215) 977-3000

Notices to Area Representative: _____

_____

_____

_____

Phone: _____

Email: _____

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile or email, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three business days after the date and time of mailing.

D. Force Majeure. No party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of "Force Majeure," which shall be defined as those significant events outside the party's control, including but not limited to Force Majeure events. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure condition; (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable; and (c) otherwise continue performing its obligations hereunder.

E. Relationship. Franchisor and Area Representative stand solely in the business relationship of licensor and licensee and vendor and vendee. Area Representative is not and shall not act or represent itself as the employee, agent, partner, or joint venturer of Franchisor. Area Representative shall incur no debt, liability, or obligation on behalf of Franchisor. No fiduciary duties or relationship of special trust and confidence exist between the parties. Area Representative is liable for all taxes, fees and other benefits and assessments regarding the business for itself, its employees, and contractors.

F. Parties Affected. This Agreement binds the parties and their respective executors, administrators, successors and assigns. No person may acquire from Area Representative any interest in this Agreement except in accordance with Section 14. If Area Representative consists of more than one person, all are jointly and severally liable hereunder.

G. Waiver. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Area Representative under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Area Representative, or as to a subsequent breach or default by Area Representative. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Area Representative of any terms, provisions, covenants, or conditions of this Agreement.

H. Consent. Whenever this Agreement requires the prior approval or consent of Franchisor, Area Representative shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

I. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

J. Captions. The captions and section headings used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions and section headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions or section headings otherwise be given any legal effect.

K. Survival. Any obligation of Area Representative that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Area Representative therein, shall be deemed to survive such termination, expiration, or transfer.

L. Cumulative Rights. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Area Representative or any of its affiliates and Franchisor. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time.

M. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

N. Business Judgment. Notwithstanding any contrary provisions contained in this Agreement, the parties acknowledge and agree that: i) this Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Area Representative's explicit rights and obligations hereunder that may affect favorably or adversely Area Representative's interests; ii) Franchisor will use its business judgment in exercising such discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests, promotion and benefit of the System and APLUS Stores generally (including Franchisor, and its affiliates and other franchisees), and specifically without considering Area Representative's individual interests or the individual interests of any other particular franchisee (examples of items that will promote or benefit the System and an APLUS Store generally include, without limitation, enhancing the value of the Marks and/or the APLUS brand, improving customer service and satisfaction, improving project quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System); iii) Franchisor will have no liability to Area Representative for the

exercise of its discretion in this manner; and iv) even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF FRANCHISOR TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND ITS ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT FRANCHISOR'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR ITS DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

O. Timing. Time is of the essence with respect to all provisions in this Agreement.

P. Disavowal of Oral Representations. You and we must acknowledge that we want all terms of our business relationship to be defined in this written agreement and that neither of us want to enter into a business relationship with the other which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed and will place no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or the Area Representative Business other than contained in this agreement and in the Franchise Disclosure Document you received before you signed this Agreement (the "FDD"). You agree that no claims, representations, warranties, or guarantees express or implied regarding actual or potential earnings sales profits or success of your Business have been made to you other than as forth in Item 19 of the FDD.

Q. Variance. Sunoco has the right to vary standards or specifications for any area representative based upon that particular area representative's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices, or any other condition which Sunoco deems to be of importance to the successful operation of any particular Franchised Business. Sunoco shall not be required to disclose or grant to Area Representative a like or similar variance hereunder.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in counterparts on the date first mentioned above.

SUNOCO RETAIL LLC

By: _____
Name, Title

AREA REPRESENTATIVE:

By: _____
Name, Title

CONTROLLING PRINCIPAL(S):

_____
Name, Individually
Percentage of Interest: _____%

_____
Name, Individually
Percentage of Interest: _____%

Attachment 1

Description of the Territory; Sales and Opening Goals

Territory:

The Territory referred to in Section 1.D. of the Agreement shall be:

Those individuals or entities which are currently under a contractual relationship with the Area Representative to be supplied fuel pursuant the Area Representative or its affiliate's signed agreement with Sunoco, LLC and us.

Sales and Opening Goals (Development Schedule):

Area Representative shall develop a minimum of 5 APLUS Stores within the first twelve months beginning on the Effective Date of the Area Representative Agreement. The Sales and Opening Goals, as referenced in Section 3 of the Agreement, are as follows:

Year	**Deadline for Opening**	**Total # of** APLUS **Stores to be Open and Operating on Deadline**
1	December 31, [YEAR]	
2	December 31, [YEAR]	
3	December 31, [YEAR]	
4	December 31, [YEAR]	
5	December 31, [YEAR]	

(a) Payment**.** Upon execution of this Agreement, the Area Representative shall pay the total Initial AR Fee to Sunoco Retail LLC. The Total Initial AR Fee is $5,000. The Initial AR Fee is fully earned upon receipt and is non-refundable.

(b) Initial Fee Commission. Upon execution of this Agreement, If Area Representative collects the initial franchise fee from the APLUS Store franchisee, the Area Representative is entitled to keep $5,000 per franchisee and pay the remainder amount collected to the Franchisor. If the Franchisor collects the APLUS Store initial franchise fee, the Franchisor shall pay Initial Fee Commission in the amount of $5,000 per franchisee to the Area Representative and shall have the right to keep the remainder. Franchisor's obligation to pay the fee is subject to Franchisor's collection of the initial fee.

(c) Royalty Commission. Area Representative shall receive up to 50% of all Royalties collected from APLUS Store franchisees which the Area Representative sold and supports pursuant to this Agreement in Area Representative's Territory. Minimum Royalties to be paid to Area Representative is $500 per month per APLUS Store subject to Franchisor's receipt of royalty fee payment from the APLUS Store franchisee.

Attachment 2
Initial Fee; Sales Commissions; Royalty Fees Commission

PAYMENT TO FRANCHISOR (Section 4):

AR Initial Fee:

Pursuant to Section 4.A., the Area Representative shall pay Franchisor an Initial Fee in the amount of:

☐ $5,000, all of which is due upon the execution of the Agreement, for the development of the amount of APLUS Stores listed in Attachment 1;

or

☐ _____

PAYMENTS TO AREA REPRESENTATIVE (Section 5):

Initial Fee Commission:

Pursuant to Section 5.C., the Initial Fee Commission (subject to fulfillment of the Franchise Sales Conditions in Section 5.B.) in an amount equal $5,000 of the total initial franchise fees paid to Franchisor by the applicable franchisee

Royalty Fees Commission:

Pursuant to Section 5.C., Area Representative shall receive

☐ _____%

of monthly royalties actually collected or received by Franchisor from franchisees in the Territory and developed as part of this Agreement. The Royalty Commission shall be paid to Franchisor by the 15th of each month based on the previous month's collections of both initial franchise fees and royalties which were in Area Representative's Territory. Minimum royalties Area Representative is entitled to per month is $500, subject to Franchisor's receipt of minimum royalty from the APLUS Store franchisee pursuant to their signed Franchise Agreement.

Attachment 3
Agreement of Controlling Principals and Guaranty

Each of the undersigned (each a "Guarantor") agrees to be personally bound by Section 10 (Confidential Information), Section 8 (Area Representative's Obligations), Section 11 (Noncompetition), Section 14 (Transfers), and Section 18.C. (Attorneys' Fees) and Section 18.I. (Waiver of Jury Trail) in each case as such relates to breaches by the undersigned of Sections 8, 10, 11, or 14, of the preceding Area Representative Agreement (the "Area Representative Agreement").

Listed below after the printed name of each Controlling Principal is the ownership percentage of the Controlling Principal in the Area Representative which is represented by the undersigned Controlling Principals, jointly and severally, to be correct. Upon the request of Franchisor from time to time, each Controlling Principal shall deliver to Franchisor in writing a complete statement listing the individuals who ultimately own any interest in Area Representative or any affiliated company, the form of such interests, and their percentage ownership.

Each Guarantor guarantees to Franchisor the timely, full, and complete performance of all of Area Representative's obligations under the Area Representative Agreement, including, without limitation, payment to Franchisor of all amounts due. This guaranty is a guaranty of payment and performance and not a guaranty of collection. In the event of a default under the Area Representative Agreement by Area Representative, Franchisor may proceed against Area Representative or any Guarantor in any order or simultaneously. Each Guarantor represents that he or she has full and complete access to all information and records regarding Area Representative and Area Representative's operations, and that it is the responsibility of each Guarantor to keep itself informed about Area Representative, Area Representative's operations, and the Area Representative Agreement.

From time to time, without notice to or consent of any Guarantor, the Area Representative Agreement may be modified or amended, and the preceding guaranty shall not be affected by any amendment or modification to the Area Representative Agreement agreed to by Area Representative or by any delay, waiver, forbearance, or other similar act or omission of Franchisor in the enforcement of Franchisor's rights and remedies under the Area Representative Agreement, or by any compromise or settlement of any claim or obligation or any amount due or owing, or claimed to be due or owing, under the Area Representative Agreement. The provisions of this guaranty will extend and be applicable to all renewals, amendments, extensions, and modifications of the Area Representative Agreement. Each Guarantor waives notice of acceptance of this guaranty, demand, notice of dishonor, notice of any and all proceedings to collect amounts due, and diligence in collecting any amounts due under the Area Representative Agreement. Each Guarantor waives any defense arising by reason of any disability of Area Representative by reason of the cessation from any cause whatsoever of the liability of Area Representative or by reason of Franchisor's election of any remedy against Area Representative or any Guarantor. The insolvency or bankruptcy filing of Area Representative shall not in any manner affect the continuing obligations of each Guarantor hereunder. The obligations of Guarantors hereunder are joint and several.

[Signature Page Follows]

Intending to be legally bound, the parties have executed this Agreement.

GUARANTOR

Signature:_____

Print Name:_____, Individually

Ownership Percentage: _____%

Signature:_____

Print Name:_____, Individually

Ownership Percentage: _____%

Attachment 4

SUNOCO RETAIL LLC

CALIFORNIA AMENDMENT TO AREA REPRESENTATIVE AGREEMENT

This Amendment to the Sunoco Retail Franchise Agreement dated _____, 20___ between Sunoco Retail LLC, ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 19 P of the Franchise Agreement is amended to remove the following language:

"Each party agrees that neither party has placed nor will place any reliance on any such discussions."

2. Section 14 B of the Franchise Agreement is amended with the following:

It is unlawful for a franchisor to prevent a franchisee from selling or transferring a franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, to another person provided that the person is qualified under the franchisor's then-existing standards for the approval of new or renewing franchisees, these standards to be made available to the franchisee, as provided in Section 20029, if applicable, and to be consistently applied to similarly situated franchises operating within the franchise brand, and the franchisee and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. A Franchisee shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, without the written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchises described in subdivision (a) of the California Business and Professions Code, Section 20028, if applicable, or the Franchisee and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement.

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SUNOCO RETAIL LLC**	**FRANCHISEE:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment 4
SUNOCO RETAIL LLC

ILLINOIS AMENDMENT TO AREA REPRESENTATIVE AGREEMENT

THIS AMENDMENT TO AREA REPRESENTATIVE AGREEMENT effective _____, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Area Representative Agreement ("**Area Representative Agreement**") between Sunoco Retail LLC, a Pennsylvania limited liability company ("**APLUS**" or "**Franchisor**") and _____ _____ ("**Area Representative**").

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the "Act"). To the extent that this Area Representative Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Section 41 of the Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

b. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, arbitration may take place outside of Illinois.

c. Illinois law shall apply to and govern the Franchise Agreement.

d. Your rights upon termination and non-renewal of the Franchise Agreement are set forth in Sections 19 and 20 of the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act and law applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Area Representative Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

SUNOCO RETAIL LLC	**AREA REPRESENTATIVE:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Attachment 4

SUNOCO RETAIL LLC

MARYLAND AMENDMENT TO AREA REPRESENTATIVE AGREEMENT

THIS AMENDMENT TO AREA REPRESENTATIVE AGREEMENT effective _____, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Area Representative Agreement ("**Area Representative Agreement**") between Sunoco Retail LLC, a Pennsylvania limited liability company ("**APLUS**" or "**Franchisor**") and _____ _____ ("**Area Representative**").

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Area Representative Agreement is amended as follows:

- Sections 15 requires Franchisee to sign a general release as a condition of renewal or transfer of the Franchise, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section 18.A requires that the Franchise be governed by the laws of the State of Texas however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.
- Section 18 requires litigation to be conducted in the State of Texas; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.
- Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise are not intended to, nor shall they act as a, release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
- Section 18.G is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

2. Any portion of the Area Representative Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

4. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Section 20(p) of the Franchise Agreement has been deleted in its entirety.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

SUNOCO RETAIL LLC

By:_____

Name:_____

Title:_____

AREA REPRESENTATIVE:

By:_____

Name:_____

Title:_____

Attachment 4

SUNOCO RETAIL LLC

MINNESOTA AMENDMENT TO AREA REPRESENTATIVE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____ by and between Sunoco Retail, LLC, a Texas limited liability company ("**Sunoco**" or "**Franchisor**"), with its principal office in Dallas, Texas, as the franchisor, and _____, a _____ ("**you**"), as the franchisee. Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Franchisor will undertake the defense of any claim of infringement by third parties involving the mark, and Franchisee will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

3. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statues, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. Any provision of the Franchise Agreement requiring time limitation to bring a claim is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three years after the date the cause of action occurs.

5. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400(J). A court will determine if a bond is required.

7. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

8. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this Amendment.

9. NSF checks are governed by Minnesota Statute 604.113 which puts a cap of $30 on service charges.

10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR: **SUNOCO RETAIL LLC**	**FRANCHISEE:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment 4

SUNOCO RETAIL LLC

NORTH DAKTOA AMENDMENT TO AREA REPRESENTATIVE AGREEMENT

This Amendment to the Sunoco Retail, LLC Franchise Agreement dated _____ between Sunoco Retail, LLC, ("**Franchisor**") and _____ ("**Franchisee**") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code 51-1901 through 51-19-17, and the policies of the Office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Sunoco Retail, LLC for use in the State of North Dakota shall be amended as follows:

1. Article 11 of the Area Rep Agreement disclose the existence of certain covenants restricting competition to which the Franchisee must agree. The Securities Commissioner of the State of North Dakota has held that covenants restricting competition, contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Covenants not to compete such as those referenced above are generally considered unenforceable in the State of North Dakota;

2. Section 18 A, of the Area Rep Agreement provide that Texas law governs the Franchise Agreement. The Securities Commissioner of the State of North Dakota has held that Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;

4. Sections 18 D of the Area Rep Agreement provides that Franchisees must consent to the jurisdiction of where the principal place of business is maintained. The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law. The site of arbitration or mediation will be agreeable to all parties; and may not be remote from the franchisee's place of business;

5. Section 18 F of the Area Rep Agreement stipulates that the Franchisee shall agree to a Waiver of Jury Trial. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is void and of no effect in the State of North Dakota;

6. Section 18 G of the Area Rep Agreement requires the Franchisee to consent to a waiver of exemplary and punitive damages. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this portion of Section 19.6 is void and of no effect in the State of North Dakota;

7. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to

provide that Franchisor is entitled to recover all costs and expenses, including attorney fees allowable by law;

8. Section 18 C of the Area Rep Agreement stipulates that the Franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the Franchise Agreement. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to provide that the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees;

9. Section 15 B of the Area Rep Agreement requires the Franchisee to sign a general release upon renewal of the Franchise Agreement. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is void and of no effect in the State of North Dakota;

10. Section 18 E of the Area Rep Agreement requires a limitation of Claims. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to provide that the statute of limitations under North Dakota law applies; and

11. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the North Dakota Franchise Investment Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

12. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SUNOCO RETAIL LLC**	**FRANCHISEE:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment 4

SUNOCO RETAIL LLC

RHODE ISLAND AMENDMENT TO AREA REPRESENTATIVE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Area Representative Agreement ("**Area Representative Agreement**") between Sunoco Retail LLC ("**Franchisor**", "**Sunoco**" or "**we**") and _____ ("**Area Representative**" or "**you**").

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Area Representative Agreement is amended as follows:

1. Franchisor will not require that Franchisee prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Rhode Island Franchise Investment Act. This provision does not apply to the settlement of disputes, claims, or civil lawsuits brought under the Rhode Island Franchise Investment Act.

2. If a claim is enforceable under the Rhode Island Franchise Investment Act, Franchisor will not restrict jurisdiction or venue to a forum outside the State of Rhode Island or require the application of the laws of another state.

3. Franchisor will not prohibit Franchisee from joining a trade association or association of franchisees. Franchisor will not retaliate against Franchisee for engaging in these activities.

4. Any provision in the Area Representative Agreement that limits the time period in which Franchisee may assert a legal claim against Franchisor under the Rhode Island Franchise Investment Act is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Rhode Island Franchise Investment Act. Notwithstanding the foregoing, if a rescission offer has been approved by the Rhode Island director of business registration, then the statute of limitations is ninety (90) days after Franchisee's receipt of the rescission offer.

Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Area Representative Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR: **SUNOCO RETAIL LLC**	**AREA REPRESENTATIVE:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT C

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

1. Release of Claims. Area Representative and its Controlling Principals and their respective assigns, heirs, representatives, agents, family members, and all other persons acting on their behalf or claiming under them (collectively, "Area Representative Related Parties") irrevocably and unconditionally release and forever discharge Franchisor, its predecessors, parents, subsidiaries, affiliates and their respective owners, officers, directors, agents, independent contractors, servants, employees, representatives, attorneys, successors and assigns and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from all actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, demands, damages, controversies, losses, costs, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent ("Claim" or "Claims"), which they now have or claim to have or at any time heretofore have had or claimed to have against each or any of the Releasees, including, without limitation, any and all such Claims arising from, based upon or related to the Area Representative Agreement, but excluding claims based on any representation that Franchisor made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to Area Representative or its representative in connection with the offer of this Agreement, subject to agreed-upon changes to the contract terms described in that Franchise Disclosure Document and reflected in the Area Representative Agreement (including any riders or addenda signed at the same time as this Agreement).

2. Unknown Claims. Area Representative acknowledges for itself and the Area Representative Related Parties that there is a risk that subsequent to the execution of this Agreement, it will discover, incur or suffer Claims which are unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated Claims which arose from, are based upon or are related to the Area Representative Agreement or some part or aspect thereof, which if known by Area Representative on the date this Agreement is being executed may have materially affected its decision to execute this Agreement. Area Representative acknowledges and agrees for itself and the Area Representative Related Parties that by reason of the release contained in Section 1 above, it is assuming the risk of such unknown and unanticipated Claims and agrees that its release of the Releasees contained in this Agreement applies thereto.

3. Covenant Not to Sue. Area Representative covenants and agrees for itself and for the Area Representative Related Parties not to bring or allow to be brought on behalf of itself or any Area Representative Related Party, any action, cause of action, suit or other proceeding of any kind, which has accrued or which may ever accrue, whether based in the Constitution, common law or statute, contract, tort, or in equity, for actual or punitive damages or other relief, against Franchisor and the Releasees arising out of, resulting from, or in any manner related to the matters referenced in Section 1.

4. No Assignment of Claims. Area Representative represents and warrants for itself and the Area Representative Related Parties that it has not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claims released under Section 1 of this Agreement and agrees to indemnify, defend and hold the Releasees harmless from and against any and all Claims, based on or arising out of any such assignment or transfer, or purported assignment or transfer, of any Claims, or any portion thereof or interest therein. Area Representative represents and warrants that since the date of the Area Representative Agreement, there has been no assignment or transfer, and no purported assignment or transfer, to any person or entity of the Franchise, the Area Representative Agreement, or any rights or interests therein or in the Area Representative.

5. Full and Independent Knowledge. Area Representative represents that it has been represented by an attorney in connection with the preparation and review of this Agreement, that it has specifically discussed with its attorney the meaning and effect of this Agreement and that it has carefully read and understands the scope and effect of each provision contained herein. Area Representative further represents that it does not rely and has not relied upon any representation or statement made by the Franchisor or, any of the Releasees or any of their representatives with regard to the subject matter, basis or effect of this Agreement.

6. Compromise. Area Representative agrees for itself and the Area Representative Related Parties that the releases contained herein are the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of Franchisor or the Releasees regarding any matter.

7. General Provisions.

(a) Entire Agreement. This Agreement, when fully executed, supersedes all previous negotiations, representations, and discussions by the parties hereto concerning the subject matter hereof and integrates the whole of all of their agreements and understandings concerning the subject matter hereof. No oral representations or undertakings concerning the subject matter hereof shall operate to amend, supersede, or replace any of the terms or conditions set forth herein.

(b) Authority. By their signatures below, the parties hereto represent and warrant to each other that they have all necessary authority to enter into this Agreement. Each party hereto represents and warrants that the party is entering into this Agreement solely for the purposes and consideration set forth herein.

(c) Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original.

(d) Survival. All covenants, representations, warranties, and agreements of the parties shall survive execution and delivery of this Agreement and shall continue until such time as all the obligations of the parties hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

(e) Further Assurance. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

(f) Complete Defense. Area Representative acknowledges that this Agreement shall be a complete defense to any claim released under the terms of Section 1 of this Agreement and hereby consents to the entry of a temporary or permanent injunction to end the assertion of any such claim.

(g) Attorneys' Fees. In the event that Franchisor institutes legal proceedings of any kind to enforce this Agreement, Area Representative agrees to pay all costs and expenses associated therewith, including, but not limited to, all attorneys' fees.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:	**AREA REPRESENTATIVE:**
SUNOCO RETAIL LLC a Pennsylvania limited liability company	
By: _____ Name, Title	By: _____ Name, Title

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT D

FINANCIAL STATEMENTS

GUARANTEE OF PERFORMANCE

For value received, Sunoco LP, a Delaware limited partnership (the "Guarantor"), located at 8111 Westchester Drive, Dallas, Texas 75225, absolutely and unconditionally guarantees to assume the duties and obligations of Sunoco Retail LLC, a Pennsylvania limited liability company, located at 8111 Westchester Drive, Dallas, Texas 75225 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified, or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registration and the Franchise Agreement have been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns and shall be subject to all defenses and counterclaims that may be available to the Franchisor.

The Guarantor signs this guarantee at Dallas, Texas on April 15, 2026.

GUARANTOR:
SUNOCO LP

By SUNOCO GP LLC, Its general partner

By: _____

Dylan Bramhall, Chief Financial Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors of Sunoco GP LLC and
Unitholders of Sunoco LP

Opinion on the financial statements

We have audited the accompanying consolidated balance sheets of Sunoco LP (a Delaware limited partnership) and subsidiaries (the "Partnership") as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, equity, and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Partnership as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Partnership's internal control over financial reporting as of December 31, 2025, based on criteria established in the 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 19, 2026 expressed an unqualified opinion.

Basis for opinion

These consolidated financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on the Partnership's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical audit matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Fair values of property and equipment and intangible assets acquired in the acquisition of Parkland Corporation

As described further in Note 3 to the consolidated financial statements, on October 31, 2025, the Partnership completed the acquisition of Parkland Corporation ("Parkland") and the assets acquired and liabilities assumed were recorded at fair value as of the transaction date. The fair values of property and equipment and intangible assets recorded in the Parkland acquisition were $5.61 billion and $1.87 billion, respectively. Management utilized third-party valuation specialists to determine the fair values of the acquired property and equipment and intangible assets. We identified the estimation of the fair values of the acquired property and equipment and intangible assets as a critical audit matter.

The principal consideration for our determination that the estimation of the fair values of the acquired property and equipment and intangible assets is a critical audit matter is that there was estimation uncertainty due to significant judgments required by management when determining the fair value. In particular, the significant judgments were the replacement cost and market assumptions and methodology used for property and equipment as well as the estimated long-term cash flows and the discount rate related to the fair value of the intangible assets. This in turn led to a higher degree of auditor judgment and subjectivity, in performing procedures and evaluating audit evidence related to management's forecasted future cash flows and assumptions. In addition, the audit effort involved the use of specialists to assist in performing these procedures and evaluating the audit evidence.

Our audit procedures related to the estimation of the fair value of the acquired property and equipment and intangible assets included the following procedures, among others. We tested the effectiveness of controls relating to management's review of the assumptions

used to project future cash flows, the reconciliation of the future cash flows prepared by management to the data used in the valuation report prepared by the third-party specialists, and review of the valuation methodologies and assumptions applied by the third-party valuation specialists. In addition to testing the effectiveness of controls, we also performed the following:

- Assessed the reasonableness of management's future cash flows by:
  - evaluating management's significant assumptions used to project future cash flows, which included forecasted gross profit, earnings before interest, taxes, depreciation, and amortization, capital expenditures and discount rates, and
  - testing the projected future cash flows by comparing forecasted amounts to actual historical results to identify material changes and corroborating the basis for the changes, as applicable.
- Utilized an internal valuation specialist to evaluate:
  - the qualifications of the third-party valuation specialists engaged by management based on their credentials and experience,
  - the process used by management to develop the estimate, including valuation methodologies and assumptions used by the third-party valuation specialists and whether they were acceptable for the underlying assets and applied correctly,
  - the estimates of fair values for assets which were valued based on comparable market data and the appropriateness of the replacement costs, by performing independent market research and analyses, and
  - the appropriateness of the discount rate used by developing an independent range of acceptable discount rates and comparing those ranges to the amounts selected and applied by management.

/s/ GRANT THORNTON LLP

We have served as the Partnership's auditor since 2015.

Dallas, Texas
February 19, 2026

SUNOCO LP
CONSOLIDATED BALANCE SHEETS
(Dollars in millions)

	December 31, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 891	$ 94
Accounts receivable, net	1,972	1,162
Inventories, net	2,383	1,068
Other current assets	270	141
Total current assets	5,516	2,465
Property, plant and equipment	15,256	8,914
Accumulated depreciation	(1,848)	(1,240)
Property, plant and equipment, net	13,408	7,674
Other assets:		
Operating lease right-of-use assets, net	1,449	477
Goodwill	3,026	1,477
Intangible assets, net	2,411	547
Other non-current assets	928	400
Investments in unconsolidated affiliates	1,624	1,335
Total assets	$ 28,362	$ 14,375
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 2,485	$ 1,255
Accounts payable to affiliates	331	199
Accrued expenses and other current liabilities	953	457
Operating lease current liabilities	211	34
Current maturities of long-term debt	17	2
Total current liabilities	3,997	1,947
Operating lease non-current liabilities	1,255	479
Long-term debt, net	13,372	7,484
Advances from affiliates	78	82
Deferred tax liabilities	1,139	157
Other non-current liabilities	512	158
Total liabilities	20,353	10,307
Commitments and contingencies (Note 15)		
Equity:		
Limited partners:		
Preferred unitholders (1,500,000 units issued and outstanding as of December 31, 2025)	1,507	—
Common unitholders (136,866,854 and 136,228,535 units issued and outstanding as of December 31, 2025 and 2024, respectively)	3,970	4,066
Class C unitholders - held by subsidiary (16,410,780 units issued and outstanding as of December 31, 2025 and 2024)	—	—
Class D unitholder (51,517,198 units issued and outstanding as of December 31, 2025)	2,538	—
Accumulated other comprehensive income (loss)	(6)	2
Total equity	8,009	4,068
Total liabilities and equity	$ 28,362	$ 14,375

The accompanying notes are an integral part of these consolidated financial statements.

SUNOCO LP
CONSOLIDATED STATEMENTS OF OPERATIONS
(Dollars in millions, except per unit data)

	Year Ended December 31,		
	2025	2024	2023
REVENUES:			
Sales revenue	$ 23,702	$ 21,588	$ 22,663
Service revenue	1,369	980	254
Lease revenue	130	125	151
Total revenues	25,201	22,693	23,068
COSTS AND EXPENSES:			
Cost of sales (excluding items shown separately below)	22,409	20,595	21,703
Operating expenses	765	545	356
General and administrative	296	277	126
Lease expense	114	72	68
(Gain) loss on disposal of assets and impairment charges	(6)	45	(7)
Depreciation, amortization and accretion	688	368	187
Total cost of sales and operating expenses	24,266	21,902	22,433
OPERATING INCOME	935	791	635
OTHER INCOME (EXPENSE):			
Interest expense, net	(541)	(391)	(217)
Equity in earnings of unconsolidated affiliates	143	60	5
Gain on West Texas Sale	—	586	—
Loss on extinguishment of debt	(31)	(2)	—
Other, net	83	5	7
INCOME BEFORE INCOME TAXES	589	1,049	430
Income tax expense	62	175	36
NET INCOME	527	874	394
Less: Net income attributable to noncontrolling interests	—	8	—
NET INCOME ATTRIBUTABLE TO PARTNERS	527	866	394
Less: Preferred unitholders' interest in net income	34	—	—
Less: Class D unitholder's interest in net income (loss)	(9)	—	—
NET INCOME ATTRIBUTABLE TO COMMON UNITS	$ 502	$ 866	$ 394
NET INCOME PER COMMON UNIT			
Common units - basic	$ 2.29	$ 6.04	$ 3.70
Common units - diluted	$ 2.28	$ 6.00	$ 3.65
WEIGHTED AVERAGE COMMON UNITS OUTSTANDING			
Common units - basic	136,492,204	118,529,390	84,081,083
Common units - diluted	137,198,218	119,342,038	85,093,497
CASH DISTRIBUTION PER COMMON UNIT	$ 3.6583	$ 3.5133	$ 3.3680

The accompanying notes are an integral part of these consolidated financial statements.

SUNOCO LP
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Dollars in millions, except per unit data)

	Year Ended December 31,		
	2025	2024	2023
Net income	$ 527	$ 874	$ 394
Other comprehensive income (loss), net of tax			
Foreign currency translation adjustment	1	(1)	—
Actuarial gain (loss) related to pension and other postretirement benefit plans	(3)	3	—
	(2)	2	—
Comprehensive income	525	876	394
Less: Comprehensive income attributable to noncontrolling interests	—	8	—
Less: Comprehensive income attributable to Preferred unitholders	34	—	—
Less: Comprehensive loss attributable to Class D unitholder	(9)	—	—
Comprehensive income attributable to common units	$ 500	$ 868	$ 394

The accompanying notes are an integral part of these consolidated financial statements.

SUNOCO LP
CONSOLIDATED STATEMENTS OF EQUITY
(Dollars in millions)

	Common Unitholders	Class D Unitholder	Series A Preferred Unitholders	Accumulated Other Comprehensive Income	Noncontrolling Interest	Total
Balance at December 31, 2022	$ 942	$ —	$ —	$ —	$ —	$ 942
Cash distribution to unitholders, including incentive distributions	(371)	—	—	—	—	(371)
Unit-based compensation	17	—	—	—	—	17
Other	(4)	—	—	—	—	(4)
Net income	394	—	—	—	—	394
Balance at December 31, 2023	978	—	—	—	—	978
Cash distributions to unitholders, including incentive distributions	(566)	—	—	—	(8)	(574)
Unit-based compensation	17	—	—	—	—	17
Other comprehensive income, net of tax	—	—	—	2	—	2
NuStar Acquisition	2,850	—	—	—	801	3,651
Preferred unit redemption	17	—	—	—	(801)	(784)
Common control transaction	(83)	—	—	—	—	(83)
Other	(13)	—	—	—	—	(13)
Net income	866	—	—	—	8	874
Balance at December 31, 2024	4,066	—	—	2	—	4,068
Cash distributions to unitholders, including incentive distributions	(657)	—	—	—	—	(657)
Unit-based compensation	19	—	—	—	—	19
Other comprehensive loss, net of tax	—	—	—	(2)	—	(2)
Parkland Acquisition	—	2,547	—	—	—	2,547
Preferred unit issuance	—	—	1,473	—	—	1,473
Units issued in other acquisitions	18	—	—	—	—	18
Other	22	—	—	(6)	—	16
Net income (loss)	502	(9)	34	—	—	527
Balance at December 31, 2025	$ 3,970	$ 2,538	$ 1,507	$ (6)	$ —	$ 8,009

The accompanying notes are an integral part of these consolidated financial statements.

SUNOCO LP
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in millions)

	Year Ended December 31,		
	2025	2024	2023
OPERATING ACTIVITIES:			
Net income	$ 527	$ 874	$ 394
Reconciliation of net income to net cash provided by operating activities:			
Depreciation, amortization and accretion	688	368	187
Amortization of deferred financing fees	27	24	8
(Gain) loss on disposal of assets and impairment charges	(6)	45	(7)
Loss on extinguishment of debt	31	2	—
Gain on West Texas Sale	—	(586)	—
Other non-cash, net	40	(7)	—
Non-cash unit-based compensation expense	19	17	17
Deferred income tax expense (benefit)	38	(14)	13
Inventory valuation adjustments	156	86	114
Equity in earnings of unconsolidated affiliates	(143)	(60)	(5)
Distribution from unconsolidated affiliates	196	—	—
Net change in operating assets and liabilities, net of effects of acquisitions and divestitures	(381)	(200)	(121)
Net cash provided by operating activities	1,192	549	600
INVESTING ACTIVITIES:			
Capital expenditures	(577)	(344)	(215)
Parkland Acquisition, net of cash acquired	(2,004)	—	—
NuStar Acquisition, net of cash acquired	—	27	—
Cash paid for other acquisitions	(253)	(224)	(111)
Contributions to unconsolidated affiliate	(73)	—	—
Proceeds from West Texas Sale	—	987	—
Distributions from unconsolidated affiliates in excess of cumulative earnings	72	8	9
Proceeds from disposal of property, plant and equipment	28	23	31
Other	—	—	(2)
Net cash provided by (used in) investing activities	(2,807)	477	(288)
FINANCING ACTIVITIES:			
Senior notes borrowings	2,900	1,500	500
Senior notes repayments	(600)	(421)	—
GoZone bond repayment	(75)	—	—
GoZone bond remarketing	75	—	—
Credit Facility borrowings	2,081	2,786	3,283
Credit Facility repayments	(2,284)	(3,449)	(3,772)
Parkland credit facility repayment	(444)	—	—
Loan origination costs	(57)	(19)	(5)
Series A Preferred Units issuance	1,473	—	—
Preferred units redemption	—	(784)	—
Cash distributions to unitholders, including incentive distributions	(657)	(566)	(371)
Cash distributions to noncontrolling interests	—	(8)	—
Net cash provided by (used in) financing activities	2,412	(961)	(365)
Net increase (decrease) in cash and cash equivalents	797	65	(53)
Cash and cash equivalents, beginning of period	94	29	82
Cash and cash equivalents, end of period	$ 891	$ 94	$ 29

The accompanying notes are an integral part of these consolidated financial statements.

SUNOCO LP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollar amounts, except per unit data, are in millions)

1. Organization and Principles of Consolidation

As used in this document, the terms "Partnership," "Sunoco," "we," "us" and "our" should be understood to refer to Sunoco LP and our consolidated subsidiaries, unless the context clearly indicates otherwise.

We are a Delaware master limited partnership. We are managed by our General Partner, which is owned by Energy Transfer. As of December 31, 2025, Energy Transfer and its subsidiaries owned 100% of the membership interest in our General Partner, 28,463,967 of our common units and all of our IDRs. In addition, Energy Transfer controls SunocoCorp, which owns all of the outstanding Class D Units and currently holds the rights to appoint and remove members of our General Partner.

We are primarily engaged in energy infrastructure and distribution of motor fuels across 32 countries and territories in North America, the Greater Caribbean and Europe. Our midstream operations include an extensive network of over 14,000 miles of pipeline and over 160 terminals. Our fuel distribution operations distribute over 15 billion gallons annually to approximately 11,000 Sunoco and partner branded locations, as well as independent dealers and commercial customers.

The consolidated financial statements of Sunoco presented herein for the years ended December 31, 2025, 2024 and 2023, have been prepared in accordance with GAAP and pursuant to the rules and regulations of the SEC. We consolidate all wholly owned subsidiaries. All significant intercompany transactions and accounts are eliminated in consolidation.

The operations of certain pipelines and terminals in which we own an undivided interest are proportionately consolidated in the accompanying consolidated financial statements.

Certain prior period amounts have been reclassified to conform to the current period presentation. These reclassifications had no impact on net income, total equity or cash flows.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value Measurements

We use fair value measurements to measure, among other items, purchased assets, investments, leases and derivative contracts. We also use them to assess impairment of properties, equipment, intangible assets and goodwill. An asset's fair value is defined as the price at which an asset could be exchanged in a current transaction between knowledgeable, willing parties. A liability's fair value is defined as the amount that would be paid to transfer the liability to a new obligor, not the amount that would be paid to settle the liability with the creditor. Where available, fair value is based on observable market prices or parameters, or is derived from such prices or parameters. Where observable prices or inputs are not available, unobservable prices or inputs are used to estimate the current fair value, often using an internal valuation model. These valuation techniques involve some level of management estimation and judgment, the degree of which is dependent on the item being valued.

ASC 820 "*Fair Value Measurements and Disclosures*" prioritizes the inputs used in measuring fair value into the following hierarchy:

Level 1 Quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 Inputs other than quoted prices included within Level 1 that are either directly or indirectly observable;

Level 3 Unobservable inputs in which little or no market activity exists, therefore requiring an entity to develop its own assumptions about the assumptions that market participants would use in pricing.

Cash, accounts receivable, certain other current assets, marketable securities, accounts payable, accrued expenses and certain other current liabilities are reflected in the consolidated balance sheets at carrying amounts, which approximate the fair value due to their short term nature.

Segment Reporting

We operate our business in four reportable segments: Fuel Distribution, Pipeline Systems, Terminals and Refinery. Our Fuel Distribution segment supplies motor fuel to independently-operated dealer stations, distributors, commission agents and other

consumers. Also included in our Fuel Distribution segment is lease income from properties that we lease or sublease, as well as the Partnership's credit card services, franchise royalties and retail operations. Our Pipeline Systems segment includes an integrated pipeline and terminal network comprised of refined product, crude oil and ammonia pipelines and terminals, including our investments in the J.C. Nolan and ET-S Permian joint ventures. Our Terminals segment is composed of four transmix processing facilities and 83 refined product terminals (two in Europe, six in Hawaii, nine in Canada and 53 in the continental United States). Our Refinery segment is composed of the Burnaby Refinery, which is responsible for the refining of fuel products and engaged in renewable business activities.

Acquisition Accounting

Acquisitions of assets or entities that include inputs and processes and have the ability to create outputs are accounted for as business combinations. A purchase price allocation is recorded for tangible and intangible assets acquired and liabilities assumed based on their fair value. The excess of fair value of consideration conveyed over fair value of net assets acquired is recorded as goodwill. The consolidated statements of operations and comprehensive income for the periods presented include the results of operations for each acquisition from their respective dates of acquisition.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits and short-term investments with original maturities of three months or less.

Sunoco, LLC and Sunoco Retail have treasury services agreements with Energy Transfer (R&M), LLC, an indirect wholly owned subsidiary of Energy Transfer, for certain cash management activities, for which the net balance is reflected in either "Advances to affiliates" or "Advances from affiliates" on the consolidated balance sheets.

Accounts Receivable

The majority of trade receivables are from wholesale fuel customers or from credit card companies related to retail credit card transactions. Wholesale customer credit is extended based on an evaluation of the customer's financial condition. We maintain allowances for expected credit losses based on the best estimate of the amount of expected credit losses in existing accounts receivable. Credit losses are recorded against the allowance when accounts are deemed uncollectible.

Receivables from affiliates arise from fuel sales and other miscellaneous transactions with non-consolidated affiliates. These receivables are recorded at face value, without interest or discount.

7-Eleven, Inc. is the only third-party dealer or distributor which is individually over 10% of our Fuel Distribution segment or individually over 10%, in terms of revenue, of our aggregate business.

Inventories

Fuel inventories, other than in the Caribbean, are stated at the lower of cost or market using the LIFO method. Under this methodology, the cost of fuel sold consists of actual acquisition costs, which includes transportation and storage costs. Such costs are adjusted to reflect increases or decreases in inventory quantities which are valued based on changes in LIFO inventory layers.

Fuel inventories in the Caribbean are stated at the lower of cost or market using the FIFO method. Under this methodology, the cost of fuel sold consists of older acquisition costs, which includes transportation and storage costs.

Merchandise inventories are stated at the lower of average cost, as determined by the retail inventory method, or market. We record an allowance for shortages and obsolescence relating to merchandise inventory based on historical trends and any known changes. Shipping and handling costs are included in the cost of merchandise inventories.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost. Depreciation is computed on a straight-line basis over the useful lives of assets. Assets under finance leases are depreciated over the life of the corresponding lease.

Amortization of leasehold improvements is based upon the shorter of the remaining terms of the leases including renewal periods that are reasonably assured, or the estimated useful lives. Expenditures for major renewals and betterments that extend the useful lives of property, plant and equipment are capitalized. Maintenance and repairs are charged to operations as incurred. Gains or losses on the disposition of property, plant and equipment are recorded in the period incurred.

Long-Lived Assets and Assets Held for Sale

Long-lived assets are tested for possible impairment whenever events or changes in circumstances indicate the carrying amount of the asset may not be recoverable. If such indicators exist, the estimated undiscounted future cash flows related to the asset are compared to the carrying value of the asset. If the carrying value is greater than the estimated undiscounted future cash flows, an impairment charge is recorded in the consolidated statements of operations and comprehensive income for amounts necessary to

reduce the corresponding carrying value of the asset to fair value. The impairment loss calculations require management to apply judgment in estimating future cash flows.

Properties that have been closed and other excess real property are recorded as assets held for sale, and are written down to the lower of cost or estimated net realizable value at the time we close such stores or determine that these properties are in excess and intend to offer them for sale. We estimate the net realizable value based on our experience in utilizing or disposing of similar assets and on estimates provided by our own and third-party real estate experts. Although we have not experienced significant changes in our estimate of net realizable value, changes in real estate markets could significantly impact the net values realized from the sale of assets.

Goodwill and Indefinite-Lived Intangible Assets

Goodwill represents the excess of consideration paid over fair value of net assets acquired. Goodwill and intangible assets acquired in a purchase business combination are recorded at fair value as of the date acquired. Acquired intangible assets determined to have an indefinite useful life are not amortized, but are instead tested for impairment at least annually, or more frequently if events and circumstances indicate that the asset might be impaired. The annual impairment test of goodwill and indefinite lived intangible assets is performed as of the first day of the fourth quarter of each fiscal year.

The Partnership uses qualitative factors to determine whether it is more likely than not (likelihood of more than 50%) that the fair value of a reporting unit exceeds its carrying amount, including goodwill. Some of the qualitative factors considered in applying this test include consideration of macroeconomic conditions, industry and market conditions, cost factors affecting the business, overall financial performance of the business and performance of the unit price of the Partnership.

If qualitative factors are not deemed sufficient to conclude that the fair value of the reporting unit more likely than not exceeds its carrying value, then a quantitative approach is applied in making an evaluation. The quantitative evaluation utilizes multiple valuation methodologies, including a market approach (market price multiples of comparable companies), an income approach (discounted cash flow analysis), or a weighted combination of these methods. The computations require management to make significant estimates and assumptions, including, among other things, selection of comparable publicly traded companies, the discount rate applied to future earnings reflecting a weighted average cost of capital and earnings growth assumptions. The Partnership believes the estimates and assumptions used in our impairment assessments are reasonable and based on available market information, but variations in any of the assumptions could result in materially different calculations of fair value and determinations of whether or not an impairment is indicated. A discounted cash flow analysis requires management to make various assumptions about future sales, operating margins, capital expenditures, working capital and growth rates. Cash flow projections are derived from one-year budgeted amounts plus an estimate of later period cash flows, all of which are determined by management. Subsequent period cash flows are developed for each reporting unit using growth rates that management believes are reasonably likely to occur. Under the guideline company method, the Partnership determined the estimated fair value of each of our reporting units by applying valuation multiples of comparable publicly-traded companies to each reporting unit's projected EBITDA and then averaging that estimate with similar historical calculations using a three-year average. In addition, the Partnership estimated a reasonable control premium representing the incremental value that accrues to the majority owner from the opportunity to dictate the strategic and operational actions of the business. If the evaluation results in the fair value of the reporting unit being lower than the carrying value, an impairment charge is recorded.

Indefinite-lived intangible assets are composed of certain tradenames and liquor licenses which are not amortized but are evaluated for impairment annually or more frequently if events or changes occur that suggest an impairment in carrying value, such as a significant adverse change in the business climate. Indefinite-lived intangible assets are evaluated for impairment by comparing each asset's fair value to its book value. Management first determines qualitatively whether it is more likely than not that an indefinite-lived asset is impaired. If management concludes that it is more likely than not that an indefinite-lived asset is impaired, then its fair value is determined by using the discounted cash flow model based on future revenues estimated to be derived in the use of the asset.

Other Intangible Assets

Other finite-lived intangible assets consist of supply agreements, customer relations, non-compete agreements and loan origination costs. Separable intangible assets that are not determined to have an indefinite life are amortized over their useful lives and assessed for impairment only if and when circumstances warrant. Determination of an intangible asset's fair value and estimated useful life are based on an analysis of pertinent factors including: (1) the use of widely-accepted valuation approaches, such as the income approach or the cost approach, (2) the expected use of the asset by the Partnership, (3) the expected useful life of related assets, (4) any legal, regulatory or contractual provisions, including renewal or extension periods that would cause substantial costs or modifications to existing agreements and (5) the effects of obsolescence, demand, competition and other economic factors. Should any of the underlying assumptions indicate that the value of the intangible assets might be impaired, we may be required to reduce the carrying value and remaining useful life of the asset. If the underlying assumptions governing the amortization of an intangible asset were later determined to have significantly changed, we may be required to adjust its

amortization period to reflect a new estimate of its useful life. Any write-down of the value or unfavorable change in the useful life of an intangible asset would increase expense at that time.

Customer relations and supply agreements are amortized on a straight-line basis over the remaining terms of the agreements, which generally range from five to 20 years. Non-compete agreements are amortized over the terms of the respective agreements.

Investments in Unconsolidated Affiliates

We own interests in a number of related businesses, including joint ventures with Energy Transfer, that are accounted for by the equity method. In general, we use the equity method of accounting for an investment for which we exercise significant influence over, but do not control, the investee's operating and financial policies. An impairment of an investment in an unconsolidated affiliate is recognized when circumstances indicate that a decline in the investment value is other-than-temporary.

Asset Retirement Obligations

The estimated future cost to remove an underground storage tank is recognized over the estimated useful life of the storage tank. We record a discounted liability for the future fair value of an asset retirement obligation along with a corresponding increase to the carrying value of the related long-lived asset at the time an underground storage tank is installed. We then depreciate the amount added to property, plant and equipment and recognize accretion expense in connection with the discounted liability over the remaining life of the tank. We base our estimates of the anticipated future costs for tank removal on our prior experience with removals. We review assumptions for computing the estimated liability for tank removal on an annual basis. Any change in estimated cash flows are reflected as an adjustment to both the liability and the associated asset.

Long-lived assets related to asset retirement obligations aggregated $178 million and $12 million as of December 31, 2025 and 2024, respectively, and were reflected as property, plant and equipment, net, on our consolidated balance sheets.

Environmental Liabilities

Environmental expenditures related to existing conditions, resulting from past or current operations and from which no current or future benefit is discernible, are expensed. Expenditures that extend the life of the related property or prevent future environmental contamination are capitalized. We determine and establish a liability on a site-by-site basis when future environmental expenditures are probable and can be reasonably estimated. A related receivable is recorded for estimable and probable reimbursements.

Revenue Recognition

Revenues from our Fuel Distribution segment are derived from the sale of fuel, non-fuel and lease income. Fuel sales consist primarily of the sale of motor fuel under supply agreements with third-party customers and affiliates. Fuel supply contracts with our customers generally provide that we distribute motor fuel at a price based on a formula which includes published rates, volume-based profit margin and other terms specific to the agreement. The customer is invoiced the agreed-upon price with most payment terms ranging less than 30 days. If the consideration promised in a contract includes a variable amount, the Partnership estimates the variable consideration amount and factors in such estimate to determine the transaction price under the expected value method. Revenue is recognized under the motor fuel contracts at the point in time the customer takes control of the fuel. At the time control is transferred to the customer the sale is considered final, because the agreements do not grant customers the right to return motor fuel. To determine when control transfers to the customer, the shipping terms of the contract are assessed as a primary indicator of the transfer of control. For free on board ("FOB") shipping point terms, revenue is recognized at the time of shipment. The performance obligation with respect to the sale of goods is satisfied at the time of shipment since the customer gains control at this time under the terms. Shipping and/or handling costs that occur before the customer obtains control of the goods are deemed to be fulfillment activities and are accounted for as fulfillment costs. Once the goods are shipped, the Partnership is precluded from redirecting the shipment to another customer and revenue is recognized. Non-fuel revenue includes merchandise revenue that comprises the in-store merchandise and food service sales at company-operated retail stores and other revenue such as credit card processing, car washes, lottery and other services. Lease revenue is derived from leasing arrangements for which we are the lessor and recognized ratably over the term of the underlying lease.

Revenues from our Pipeline Systems segment are derived from interstate and intrastate pipeline transportation of refined products, crude oil and anhydrous ammonia and the applicable pipeline tariff on a per barrel basis for crude oil or refined products and on a per ton basis for ammonia.

Revenues from our Terminals segment include fees for tank storage agreements, under which a customer agrees to pay for a certain amount of storage in a tank over a period of time and throughput agreements, under which a customer pays a fee per barrel for volumes moving through our terminals. Our terminals also provide blending, additive injections, handling and filtering services for which we charge additional fees.

Revenues from our Refinery segment are derived from refined products, generated environmental compliance credits and excess crude oil sales are recognized when delivered and the customer obtains control of such inventory, which is typically when title

passes and the customer is billed. All revenues are reported inclusive of shipping and handling costs billed and exclusive of any sales taxes billed to customers where applicable. Shipping and handling costs incurred are reported in cost of sales.

Lease Income

Lease income from leasing or subleasing of real estate is recognized on a straight-line basis over the term of the lease.

Cost of Sales

We include in cost of sales all costs incurred to acquire fuel and merchandise, including the costs of purchasing, storing and transporting inventory prior to delivery to our customers. Items are removed from inventory and are included in cost of sales based on the retail inventory method for merchandise and the LIFO method for motor fuel. Cost of sales does not include depreciation of property, plant and equipment. Depreciation is classified within operating expenses in the consolidated statements of operations and comprehensive income.

Motor Fuel and Sales Taxes

Certain motor fuel and sales taxes are collected from customers and remitted to governmental agencies either directly by the Partnership or through suppliers. The Partnership's accounting policy for wholesale direct sales to dealers, distributors and commercial customers is to exclude the collected motor fuel tax from sales and cost of sales.

For retail locations where the Partnership holds inventory, including commission agent locations, motor fuel sales and motor fuel cost of sales include motor fuel taxes. Such amounts were $261 million, $164 million and $274 million for the years ended December 31, 2025, 2024 and 2023, respectively. Merchandise sales and cost of merchandise sales are reported net of sales tax in our consolidated statements of operations and comprehensive income.

Deferred Branding Incentives

We receive payments for branding incentives related to fuel supply contracts. Unearned branding incentives are deferred and amortized on a straight-line basis over the term of the agreement as a credit to cost of sales.

Lease Accounting

At the inception of each lease arrangement, we determine if the arrangement is a lease or contains an embedded lease and review the facts and circumstances of the arrangement to classify lease assets as operating or finance leases under Topic 842. The Partnership has elected not to record any leases with terms of 12 months or less on our consolidated balance sheets.

Balances related to operating leases are included in operating lease right-of-use assets, net, operating lease current liabilities and non-current operating lease liabilities on our consolidated balance sheets. Finance leases represent a small portion of the active lease agreements and are included in other non-current assets and long-term debt, net on our consolidated balance sheets. The right-of-use assets represent the Partnership's right to use an underlying asset for the lease term and lease liabilities represent the obligation of the Partnership to make minimum lease payments arising from the lease for the duration of the lease term.

The Partnership leases a portion of its properties under non-cancelable operating leases, whose initial terms are typically five to 15 years, with options permitting renewal for additional periods. Most leases include one or more options to renew, with renewal terms that can extend the lease term from five to 10 years or greater. The exercise of lease renewal options is typically at the sole discretion of the Partnership and lease extensions are evaluated on a lease-by-lease basis. Leases containing early termination clauses typically require the agreement of both parties to the lease. At the inception of a lease, all renewal options reasonably certain to be exercised are considered when determining the lease term. The depreciable life of lease assets and leasehold improvements are limited by the expected lease term.

To determine the present value of future minimum lease payments, we use the implicit rate when readily determinable. Presently, because many of our leases do not provide an implicit rate, the Partnership applies its incremental borrowing rate based on the information available at the lease commencement date to determine the present value of minimum lease payments. The operating and finance lease right-of-use assets include any lease payments made and exclude lease incentives.

Minimum rent is expensed on a straight-line basis over the term of the lease, including renewal periods that are reasonably assured at the inception of the lease. The Partnership is typically responsible for payment of real estate taxes, maintenance expenses and insurance.

For short-term leases (leases that have term of 12 months or less upon commencement), lease payments are recognized on a straight-line basis and no right-of-use assets are recorded.

Earnings Per Unit

In addition to limited partner units, we have IDRs as participating securities and compute net income per common unit using the two-class method under which any excess of distributions declared over net income shall be allocated to the partners based on

their respective sharing of income specified in the Partnership Agreement. Net income per unit applicable to limited partners is computed by dividing limited partners' interest in net income, after deducting any incentive distributions and distributions on unvested phantom unit awards, by the weighted average number of outstanding common units.

Defined Benefit Plans

We estimate pension and other postretirement benefit obligations and costs based on actuarial valuations. The annual measurement date for our pension and other postretirement benefit plans is December 31. The actuarial valuations require the use of certain assumptions including discount rates, expected long-term rates of return on plan assets and expected rates of compensation increase. Changes in these assumptions are primarily influenced by factors outside of our control.

Unit-Based Compensation

Under the Partnership's long-term incentive plans, various types of awards may be granted to employees, consultants and directors of our General Partner who provide services for us. Compensation expense related to outstanding awards is recognized over the vesting period based on the grant-date fair value. The grant-date fair value is determined based on the market price of our common units on the grant date. We amortize the grant-date fair value of these awards over their vesting period using the straight-line method. Expenses related to unit-based compensation are included in general and administrative expenses.

Foreign Currency Translation

The functional currencies of our foreign subsidiaries are the local currencies of the countries in which the subsidiaries are located. Transactions in foreign currencies are translated to the respective functional currencies at the exchange rates applicable on the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are translated to the appropriate functional currency at the exchange rate at the consolidated balance sheet date. Foreign exchange gains and losses are recorded in the consolidated statements of income (loss). Non-monetary assets and liabilities denominated in foreign currencies are measured at cost using the exchange rates on the dates of initial recognition.

On consolidation, the financial statements of foreign operations are translated to U.S. dollars. The assets and liabilities of foreign operations are translated to U.S. dollars at the exchange rate prevailing at the consolidated balance sheet date. Income and expenses of foreign operations are translated to U.S. dollars at the exchange rates that approximate those on the dates of the transactions. Foreign exchange differences arising on translation for consolidation are recognized in other comprehensive income (loss). The results and financial position of subsidiaries with the functional currencies of hyperinflationary economies, after being restated for the effects of inflation in line with the Partnership's policy over hyperinflation accounting, are translated to U.S. dollars at the exchange rate prevailing at the consolidated balance sheet date.

In connection with certain internal restructuring transactions subsequent to the Parkland Acquisition, Sunoco and Parkland established an intercompany loan between subsidiaries having different functional currencies. Foreign currency translation gains and losses related to this intercompany loan are recorded in "Other, net" within net income on the Partnership's consolidated statement of operations.

Income Taxes

The Partnership is a publicly traded limited partnership and is not taxable for federal and most state income tax purposes. As a result, our earnings or losses, to the extent not included in a taxable subsidiary, for federal and most state purposes are included in the tax returns of the individual partners. Net earnings for financial statement purposes may differ significantly from taxable income reportable to Unitholders as a result of differences between the tax basis and financial basis of assets and liabilities, differences between the tax accounting and financial accounting treatment of certain items, and due to allocation requirements related to taxable income under our Partnership Agreement. We do not have access to information regarding each partner's individual tax basis in our limited partner interests.

As a publicly traded limited partnership, we are subject to a statutory requirement that our "qualifying income" (as defined by the Internal Revenue Code, related Treasury Regulations and IRS pronouncements) exceed 90% of our total gross income, determined on a calendar year basis. If our qualifying income were not to meet this statutory requirement, the Partnership would be taxed as a corporation for federal and state income tax purposes. For the years ended December 31, 2025, 2024 and 2023, our qualifying income met the statutory requirement.

The Partnership conducts certain activities through corporate subsidiaries which are subject to federal, state, local and foreign income taxes. The Partnership and its corporate subsidiaries account for income taxes under the asset and liability method.

Under this method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in

earnings in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts more likely than not to be realized.

The determination of the provision for income taxes requires significant judgment, use of estimates, and the interpretation and application of complex tax laws. Significant judgment is required in assessing the timing and amounts of deductible and taxable items and the probability of sustaining uncertain tax positions. The benefits of uncertain tax positions are recorded in our consolidated financial statements only after determining a more-likely-than-not probability that the uncertain tax positions will withstand challenge, if any, from taxing authorities. When facts and circumstances change, we reassess these probabilities and record any changes through the provision for income taxes.

The acquisition of Parkland brought the Partnership into scope for Pillar Two global minimum tax regime, a legislative framework established by Organization for Economic Co-operation and Development ("OECD"), as several jurisdictions in which the Partnership now operates have enacted Pillar Two global minimum tax legislation.

Consistent with ASC 740 and current industry guidance, the Partnership has applied a temporary exception and has not recognized deferred tax assets or liabilities related to Pillar Two tax liability.

The Partnership has elected to account for the tax on global intangible low-taxed income ("GILTI") under IRC §951A as a period cost in the year the tax is incurred, rather than recognizing deferred taxes on basis differences in its controlled foreign corporations that may give rise to future GILTI inclusions.

Recent Accounting Pronouncements

In November 2024, the FASB issued Accounting Standards Update ("ASU") 2024-03, Income Statement–Reporting Comprehensive Income–Expense Disaggregation Disclosures (Subtopic 220-40). ASU 2024-03 requires disclosure of specified information about certain costs and expenses in the notes to the consolidated financial statements. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim periods within annual periods beginning after December 15, 2027, with early adoption permitted. ASU 2024-03 is to be applied on a prospective basis, with retrospective application permitted. We are currently evaluating the impact, if any, of ASU 2024-03 on our consolidated financial statements and related disclosures.

In December 2023, FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. ASU 2023-09 improves and enhances income tax disclosure requirements, including new disclosures related to tax rate reconciliation and income taxes paid. The Partnership retrospectively adopted ASU 2023-09 during the year ended December 31, 2025 and has revised its disclosures accordingly, as reflected in Notes 4 and 18.

3. Acquisitions, Divestitures and Other Transactions

Parkland Acquisition

On October 31, 2025, we completed the previously announced acquisition of Parkland, whereby Sunoco Retail, a wholly owned corporate subsidiary of the Partnership, indirectly acquired all the outstanding shares of Parkland, in exchange for cash and SunocoCorp units that were contributed by SunocoCorp to the Partnership at the close of the Parkland Acquisition. Under the terms of the agreement, Parkland shareholders received 0.295 SunocoCorp units and C$19.80 for each Parkland share. Parkland shareholders could elect, in the alternative, to receive C$44.00 per Parkland share in cash or 0.536 SunocoCorp units for each Parkland share, subject to proration to ensure that the aggregate consideration payable in connection with the transaction would not exceed C$19.80 in cash per Parkland share outstanding as of immediately before close and 0.295 SunocoCorp units per Parkland share outstanding as of immediately before close. In connection with the closing of the Parkland Acquisition, we paid approximately $2.60 billion to Parkland's shareholders and transferred 51,517,198 SunocoCorp common units, which we had received from SunocoCorp in exchange for our issuance of 51,517,198 Sunoco Class D Units to SunocoCorp.

Parkland is a leading international fuel distributor, marketer and convenience retailer with operations in 26 countries across the Americas. Parkland's functional currency is the Canadian dollar, and its consolidated structure includes subsidiaries with multiple other functional currencies.

As part of the transaction, the Partnership repurposed and renamed an existing subsidiary as SunocoCorp. Prior to the Parkland Acquisition, SunocoCorp did not have any significant assets, liabilities or operations; in connection with the Parkland Acquisition, the Partnership deconsolidated SunocoCorp and SunocoCorp became a publicly traded entity classified as a corporation for U.S. federal income tax purposes. SunocoCorp units began trading on the NYSE effective November 6, 2025. Subsequent to the Parkland Acquisition, SunocoCorp holds Sunoco Class D Units, representing limited partnership interests in Sunoco that are generally economically equivalent to Sunoco's publicly traded common units on the basis of one Sunoco Common Unit for each outstanding SunocoCorp unit. For a period of two years following closing of the transaction, Sunoco will ensure that SunocoCorp unitholders receive distributions on a per unit basis that are equivalent to the per unit distributions to Sunoco unitholders.

The acquisition was recorded using the acquisition method of accounting which requires, among other things, that assets and liabilities assumed be recognized on the balance sheet at their estimated fair values as of the date of acquisition, with any excess

purchase price over the fair value of net assets acquired recorded to goodwill. Management, with the assistance of a third-party valuation specialist, determined the fair value of assets and liabilities as of the date of the acquisition. Determining the fair value involves the use of management's judgment as well as the use of significant estimates and assumptions.

As of the date these financial statements were issued, management and the third-party valuation specialist continue to evaluate certain assumptions, which could result in a change to the allocation of the fair value among reporting units or between line items on the consolidated balance sheet, potentially impacting deferred tax balances and/or goodwill. The following table summarizes the preliminary allocation of the purchase price among assets acquired and liabilities assumed.

	As of October 31, 2025
Total current assets	$ 2,814
Property, plant and equipment	5,612
Operating lease right-of-use assets, net	731
Goodwill [1]	1,528
Intangible assets, net [2]	1,871
Deferred tax assets	210
Other non-current assets	266
Investments in unconsolidated affiliates	341
Total assets	13,373
Total current liabilities	2,490
Long-term debt, less current maturities	3,797
Operating lease non-current liabilities	731
Deferred tax liabilities	965
Other non-current liabilities	375
Total liabilities	8,358
Total consideration	5,015
Cash acquired	(464)
Total consideration, net of cash acquired	$ 4,551

(1) Goodwill represents expected commercial and operational synergies. Approximately $660 million of the goodwill recorded as a result of this transaction is expected to be deductible for IRC Sec. 951A GILTI and foreign earnings and profits purposes. The goodwill is not deductible for non-US jurisdictions.

(2) Intangible assets, net comprised of $1.49 billion of customer relationships, with a remaining weighted average life of approximately 20 years, $297 million of indefinite-lived tradenames, and $85 million of other intangibles with a remaining weighted average life of approximately 10 years.

Expenses Related to the Parkland Acquisition

As a result of the Parkland Acquisition, we recognized $67 million of merger-related expenses for the year ended December 31, 2025, which are included in general and administrative expenses in our consolidated statement of operations.

TanQuid Acquisition

On January 16, 2026, the Partnership completed the previously announced acquisition of TanQuid for approximately €465 million (approximately $540 million as of January 16, 2026), including approximately €300 million of assumed debt, less approximately €39 million of cash acquired. TanQuid owns and operates 15 fuel terminals in Germany and one fuel terminal in Poland. The transaction was funded using cash on hand and amounts available under the Partnership's Credit Facility. As of the date of this Form 10-K filing, the initial accounting for this business combination is incomplete due to the timing of the close of the acquisition and therefore has not been included herein.

Expenses Related to the TanQuid Acquisition

As a result of the acquisition, Sunoco recognized $3 million of merger-related expenses during the year ended December 31, 2025, which are included in general and administrative expenses in our consolidated statement of operations.

Other Acquisitions

In the first quarter of 2025, Sunoco acquired fuel equipment, motor fuel inventory and supply agreements in two separate transactions for total consideration of approximately $17 million. Aggregate consideration included $12 million in cash and 91,776 newly issued Sunoco Common Units, which had an aggregate acquisition-date fair value of approximately $5 million.

In the second quarter of 2025, Sunoco acquired a total of 151 fuel distribution consignment sites in three separate transactions for total consideration of approximately $105 million, plus working capital. Aggregate consideration included $92 million in cash and 251,646 newly issued Sunoco Common Units which had an aggregate acquisition-date fair value of approximately $13 million.

In the third quarter of 2025, Sunoco acquired approximately 70 fuel distribution consignment sites and 100 supply agreements in five separate transactions for total cash consideration of approximately $85 million, plus working capital.

In the fourth quarter of 2025, Sunoco acquired a total of 27 fuel distribution consignment sites and 36 dealer sites, as well as commercial customers, in four separate transactions for total cash consideration of approximately $64 million, plus working capital.

These transactions were accounted for as asset acquisitions, and the purchase price was primarily allocated to inventories, property, plant and equipment and other non-current assets.

2024 Acquisitions

NuStar Acquisition

On May 3, 2024, Sunoco completed the acquisition of 100% of the common units of NuStar. Under the terms of the agreement, NuStar common unitholders received 0.400 Sunoco common units for each NuStar common unit. In connection with the acquisition, Sunoco issued approximately 51.5 million common units, which had a fair value of approximately $2.85 billion, assumed debt totaling approximately $3.5 billion, including approximately $56 million of lease related financing obligations, and assumed preferred units with a fair value of approximately $800 million. NuStar has approximately 9,500 miles of pipeline and 63 terminal and storage facilities that store and distribute crude oil, refined products, renewable fuels, ammonia and specialty liquids. The acquisition is expected to diversify the Partnership's business, increase scale and provide vertical integration, as well as improving the Partnership's credit profile and enhancing growth.

The acquisition was recorded using the acquisition method of accounting which requires, among other things, that assets and liabilities assumed be recognized on the balance sheet at their estimated fair values as of the date of acquisition, with any excess purchase price over the fair value of net assets acquired recorded to goodwill. Management, with the assistance of a third-party valuation specialist, determined the fair value of assets and liabilities as of the date of the acquisition. Determining the fair value involves the use of management's judgment as well as the use of significant estimates and assumptions.

The following table summarizes the allocation of the purchase price among assets acquired and liabilities assumed:

	As of May 3, 2024
Total current assets	$ 186
Property, plant and equipment	6,958
Operating lease right-of-use assets, net	136
Goodwill [1]	16
Intangible assets, net [2]	195
Other non-current assets	127
Total assets	7,618
Total current liabilities	245
Long-term debt, less current maturities [3]	3,500
Operating lease non-current liabilities	136
Deferred tax liabilities	4
Other non-current liabilities	82
Total liabilities	3,967
Preferred units [3]	801
Total consideration	2,850
Cash acquired	27
Total consideration, net of cash acquired	$ 2,823

(1) Goodwill primarily represents expected commercial and operational synergies. None of the goodwill recorded as a result of this transaction is deductible for tax purposes. Goodwill of $16 million relates to Sunoco's Fuel Distribution segment.

(2) Intangible assets, net comprised $151 million of favorable contracts, with a remaining weighted average life of approximately 7 years, and $44 million of customer relationships with a remaining weighted average life of approximately 15 years.

(3) Subsequent to the closing of the NuStar Acquisition, the Partnership redeemed all outstanding NuStar preferred units, totaling $784 million, redeemed NuStar's subordinated notes totaling $403 million and repaid and terminated the NuStar credit facility totaling $455 million.

Subsequent to the NuStar Acquisition, the Partnership purchased a property previously leased by NuStar and cancelled the lease, resulting in an impairment of $50 million based on the value of comparable real property.

Expenses Related to the NuStar Acquisition

As a result of the acquisition, Sunoco recognized $103 million of merger-related expenses during the year ended December 31, 2024, which are included in general and administrative expenses in our consolidated statement of operations.

Zenith European Terminals Acquisition

On March 13, 2024, Sunoco completed the acquisition of liquid fuels terminals in Amsterdam, Netherlands and Bantry Bay, Ireland from Zenith Energy for €170 million ($185 million), including working capital. The acquisition is expected to supply optimization for the Partnership's existing East Coast business and continues its focus on growing its portfolio of stable midstream income. The acquisition was recorded using the acquisition method of accounting which requires, among other things, that assets and liabilities assumed be recognized on the balance sheet at their estimated fair values as of the date of acquisition. Management, with the assistance of a third-party valuation specialist, determined the fair value of assets and liabilities as of the date of the acquisition. Determining the fair value involves the use of management's judgment as well as the use of significant estimates and assumptions. The following table summarizes the allocation of the purchase price among assets acquired and liabilities assumed:

	As of March 13, 2024
Other current assets	$ 6
Property, plant and equipment	204
Other non-current assets	36
Deferred tax assets	6
Current liabilities	(14)
Deferred tax liabilities	(4)
Other non-current liabilities	(43)
Net assets	191
Bargain purchase gain	(6)
Total cash consideration, net of cash acquired	$ 185

Zenith European terminals revenue and net income since the acquisition date to December 31, 2024 included in our consolidated statement of operations were $43 million and $8 million, respectively.

Other Acquisition

On August 30, 2024, Sunoco acquired a terminal in Portland, Maine for approximately $24 million, including working capital. The purchase price was primarily allocated to property, plant and equipment.

West Texas Sale

On April 16, 2024, Sunoco completed the sale of 204 convenience stores located in West Texas, New Mexico and Oklahoma to 7-Eleven, Inc. for approximately $1.0 billion, including customary adjustments for fuel and merchandise inventory. As part of the sale, Sunoco also amended its existing take-or-pay fuel supply agreement with 7-Eleven, Inc. to incorporate additional fuel gross profit. As a result of the sale, the Partnership recorded a $586 million gain ($442 million net of tax).

ET-S Permian

Effective July 1, 2024, Sunoco and Energy Transfer formed ET-S Permian, a joint venture combining their respective crude oil and produced water gathering assets in the Permian Basin. Pursuant to the contribution agreement by and among the Partnership, Sun Pipeline Holdings LLC, NuStar Permian Transportation and Storage LLC, NuStar Permian Crude Logistics LLC, NuStar Permian Holdings LLC, NuStar Logistics, L.P., ET-S Permian Holdings Company LP, ET-S Permian Pipeline Company LLC, ET-S Permian Marketing Company LLC, Energy Transfer LP, and Energy Transfer Crude Marketing, LLC dated July 14, 2024, in a cashless transaction, Sunoco contributed all of its Permian crude oil gathering assets and operations to ET-S Permian. Energy Transfer contributed its Permian crude oil and produced water gathering assets and operations to ET-S Permian. Energy Transfer's long-haul crude pipeline network that provides transportation of crude oil out of the Permian Basin to Nederland, Houston and Cushing is excluded from ET-S Permian.

ET-S Permian operates more than 5,000 miles of crude oil and water gathering pipelines with crude oil storage capacity in excess of 11 million barrels.

Sunoco holds a 32.5% interest, with Energy Transfer holding the remaining 67.5% interest in ET-S Permian. Energy Transfer serves as the operator of ET-S Permian.

2023 Acquisition

On May 1, 2023, Sunoco completed the acquisition of 16 refined product terminals located across the East Coast and Midwest from Zenith Energy for approximately $111 million, including working capital. The purchase price was primarily allocated to property, plant and equipment.

Pro Forma Results of Operations

The following unaudited pro forma consolidated results of operations for the year ended December 31, 2025 and 2024 are presented as if the Parkland and NuStar acquisitions and the West Texas Sale had been completed on January 1, 2024.

	Year Ended December 31,	
	2025	2024
Revenues	$ 41,457	$ 43,696
Net income (loss)	313	(12)

The pro forma consolidated results of operations include adjustments to:

- include the results of Parkland and NuStar for all periods presented;
- include incremental expenses associated with the fair value adjustments recorded as a result of applying the acquisition method of accounting for Parkland and NuStar;
- include incremental interest expense related to financing the transactions;
- include $175 million of expenses representing one-time costs associated with completing the transaction;
- adjust for relative changes in ownership resulting from the acquisition;
- exclude the results from the convenience stores sold in the West Texas Sale; and
- exclude the gain on sale and related tax impact related to the West Texas Sale.

The pro forma information is not necessarily indicative of the results of operations that would have occurred had the Parkland Acquisition been made at the beginning of the periods presented or the future results of the combined operations.

Parkland's revenue and net income, excluding intercompany transactions, since the acquisition date to December 31, 2025 included in our consolidated statement of operations were $3.17 billion and $195 million, respectively.

4. Cash And Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits and short-term investments with original maturities of three months or less.

The net change in operating assets and liabilities, net of effects of acquisitions and divestitures, included in cash flows from operating activities is comprised as follows:

	Year Ended December 31,		
	2025	2024	2023
Accounts receivable, net	$ 212	$ (212)	$ 34
Accounts receivable from affiliates	—	20	(5)
Inventories, net	(275)	(265)	(182)
Other assets	(30)	43	47
Accounts payable	(255)	357	(101)
Accounts payable to affiliates	129	29	61
Accrued expenses and other current liabilities	(86)	(66)	43
Other non-current liabilities	(76)	(106)	(18)
	$ (381)	$ (200)	$ (121)

Non-cash investing and financing activities were as follows:

	Year Ended December 31,		
	2025	2024	2023
Non-cash investing and financing activities and supplemental cash flow information:			
Senior notes redeemed and issued in exchange transaction	$ 3,654	$ —	$ —
Units issued in connection with acquisitions	4,038	2,850	—
Contribution of assets to ET-S Permian	—	1,159	—
Lease assets obtained in exchange for new lease liabilities	280	3	—
Interest paid	434	339	202

5. Accounts Receivable, net

Accounts receivable, net, consisted of the following:

	December 31, 2025	December 31, 2024
Accounts receivable, trade	$ 1,686	$ 1,058
Credit card receivables	42	28
Other receivables	286	78
Allowance for expected credit losses	(42)	(2)
Accounts receivable, net	$ 1,972	$ 1,162

6. Inventories, net

Fuel inventories included balances stated at the lower of cost or market using the LIFO method. As of December 31, 2025 and 2024, the Partnership's fuel inventory balance included lower of cost or market reserves of $472 million and $316 million, respectively. For the years ended December 31, 2025, 2024 and 2023, the Partnership's consolidated statements of operations and comprehensive income did not include any material amounts of income from the liquidation of LIFO fuel inventory. For the years ended December 31, 2025, 2024 and 2023, the Partnership's cost of sales included unfavorable LIFO inventory adjustments of $156 million, $86 million and $114 million, respectively, which decreased net income.

Inventories, net consisted of the following:

	December 31, 2025	December 31, 2024
Fuel	$ 2,178	$ 1,054
Other	205	14
Inventories, net	$ 2,383	$ 1,068

The Partnership's fuel inventories in the Caribbean, which totaled $88 million at December 31, 2025, are stated at the lower of cost or market using the FIFO method. Under this methodology, the cost of fuel sold consists of older acquisition costs, which includes transportation and storage costs.

7. Investments in Unconsolidated Affiliates

Description of Investments

The following is a summary of the Partnership's significant unconsolidated investments:

J.C. Nolan

Sunoco owns a 50% interest in J.C. Nolan, which provides diesel fuel storage in Midland, Texas with storage capacity of 130,000 barrels and transports diesel fuel from a tank farm in Hebert, Texas to Midland, Texas, on a 500 mile pipeline with a throughput capacity of approximately 36 thousand barrels per day.

ET-S Permian

Sunoco owns a 32.5% interest in ET-S Permian, which operates more than 5,000 miles of crude oil and water gathering pipelines with crude oil storage capacity in excess of 11 million barrels.

SARA

Sunoco owns a 29% interest in SARA, which is a refinery based in Martinique with operations to sell refined crude oil in Guadeloupe, French Guiana and Martinique.

Isla

Sunoco owns a 50% interest in Isla, which is comprised of over 200 retail locations alongside an integrated commercial and aviation business in Dominican Republic.

Summary of Balances Related to Unconsolidated Affiliates

The carrying values of the Partnership's investments in unconsolidated affiliates as of December 31, 2025 and 2024 were as follows:

	December 31, 2025	December 31, 2024
J.C. Nolan	$ 121	$ 123
ET-S Permian	1,161	1,212
SARA	141	—
Isla	171	—
Other	30	—
	$ 1,624	$ 1,335

The following table presents equity in earnings (losses) of unconsolidated affiliates:

	Year Ended December 31,		
	2025	2024	2023
J.C. Nolan	$ 7	$ 7	$ 5
ET-S Permian	134	53	—
SARA	1	—	—
Isla	2	—	—
Other	(1)	—	—
	$ 143	$ 60	$ 5

Summarized Financial Information

The following tables present aggregated selected balance sheet and income statement data for Sunoco's unconsolidated affiliates: J.C. Nolan, ET-S Permian, SARA and Isla (on a 100% basis), for all periods presented:

	December 31, 2025	December 31, 2024
Current assets	$ 511	$ 650
Property, plant and equipment, net	3,912	3,542
Other assets	361	310
Total assets	$ 4,784	$ 4,502
Current liabilities	$ 375	$ 477
Non-current liabilities	159	49
Equity	4,250	3,976
Total liabilities and equity	$ 4,784	$ 4,502

	Year Ended December 31,		
	2025	2024	2023
Revenues	$ 21,022	$ 8,267	$ 34
Operating income	444	176	10
Net income	437	176	10

8. Property, Plant and Equipment, net

Components and useful lives of property, plant and equipment, net consisted of the following:

	December 31, 2025	December 31, 2024
Land and improvements	$ 2,081	$ 739
Buildings, equipment and leasehold improvements (1 to 40 years)	4,695	1,315
Pipelines (5 to 65 years)	3,747	3,553
Product storage and related facilities (2 to 40 years)	1,400	891
Right of way (20 to 65 years)	1,728	1,727
Other (1 to 48 years)	727	403
Construction work-in-process	878	286
Total property, plant and equipment	15,256	8,914
Less – Accumulated depreciation	1,848	1,240
Property, plant and equipment, net	$ 13,408	$ 7,674

Depreciation expense on property, plant and equipment was $638 million, $326 million and $139 million for the years ended December 31, 2025, 2024 and 2023, respectively.

9. Goodwill and Intangible Assets, net

Goodwill

Goodwill balances and activity for the years ended December 31, 2025 and 2024 consisted of the following:

	Segment				
	Fuel Distribution	Pipeline Systems	Terminals	Refinery	Consolidated
			(in millions)		
Balance at December 31, 2023	$ 1,362	$ —	$ 237	$ —	$ 1,599
West Texas Sale	(138)	—	—	—	(138)
NuStar Acquisition	16	—	—	—	16
Balance at December 31, 2024	1,240	—	237	—	1,477
Parkland Acquisition	1,070	38	—	420	1,528
Other	15	—	—	6	21
Balance at December 31, 2025	$ 2,325	$ 38	$ 237	$ 426	$ 3,026

The Partnership determines the fair value of our reporting units using the discounted cash flow method, the guideline company method, or a weighted combination of the discounted cash flow method and the guideline company method. Determining the fair value of a reporting unit requires judgment and the use of significant estimates and assumptions. Such estimates and assumptions include revenue growth rates, operating margins, weighted average costs of capital and future market conditions, among others. The Partnership believes the estimates and assumptions used in our impairment assessments are reasonable and based on available market information, but variations in any of the assumptions could result in materially different calculations of fair value and determinations of whether or not an impairment is indicated. Under the discounted cash flow method, the Partnership determines fair value based on estimated future cash flows of each reporting unit including estimates for capital expenditures, discounted to present value using the risk-adjusted industry rate, which reflect the overall level of inherent risk of the reporting unit. Cash flow projections are derived from one year budgeted amounts and five year operating forecasts plus an estimate of later period cash flows, all of which are evaluated by management. Subsequent period cash flows are developed for each reporting unit using growth rates that management believes are reasonably likely to occur. Under the guideline company method, the Partnership determines the estimated fair value of each of our reporting units by applying valuation multiples of comparable publicly-traded companies to each reporting unit's projected EBITDA and then averaging that estimate with similar historical calculations using a three year average. In addition, the Partnership estimates a reasonable control premium representing the incremental value that accrues to the majority owner from the opportunity to dictate the strategic and operational actions of the business. The fair value estimates used in the long-lived asset and goodwill tests were primarily based on Level 3 inputs of the fair value hierarchy.

During the fourth quarters of 2025, 2024 and 2023, we performed our annual impairment testing. No goodwill impairment was identified for the reporting units as a result of these tests.

Intangible Assets, net

Gross carrying amounts and accumulated amortization for each major class of intangible assets, excluding goodwill, consisted of the following:

	December 31, 2025			December 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Indefinite-lived						
Tradenames	$ 606	$ —	$ 606	$ 302	$ —	$ 302
Finite-lived						
Customer relations including supply agreements	2,241	520	1,721	721	477	244
Other intangibles	93	9	84	8	7	1
Intangible assets, net	$ 2,940	$ 529	$ 2,411	$ 1,031	$ 484	$ 547

During the fourth quarters of 2025, 2024 and 2023, we performed the annual impairment tests on Sunoco's indefinite-lived intangible assets. No impairments were recorded in 2025, 2024 and 2023.

Total amortization expense on finite-lived intangibles included in depreciation, amortization and accretion was $45 million, $37 million and $44 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Customer relations and supply agreements have a remaining weighted average life of approximately 18 years.

As of December 31, 2025, the Partnership's estimate of amortization for each of the five succeeding fiscal years and thereafter for finite-lived intangibles was as follows:

	Amortization
2026	$ 124
2027	124
2028	124
2029	120
2030	118
Thereafter	1,195
Total	$ 1,805

10. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

	December 31, 2025	December 31, 2024
Wage and other employee-related accrued expenses	$ 92	$ 64
Accrued tax expense	187	152
Accrued insurance	37	39
Accrued interest expense	183	82
Dealer deposits	21	24
Accrued capital expenditures	46	—
Accrued environmental expense	10	7
Contract liabilities	102	17
Other	275	72
Accrued expenses and other current liabilities	$ 953	$ 457

11. Debt Obligations

Sunoco's debt obligations consisted of the following:

	December 31, 2025	December 31, 2024
Credit Facility	$ —	$ 203
5.750% senior notes due 2025	—	600
6.000% senior notes due 2026 [1]	500	500
3.875% CAD senior notes due 2026 [1][2]	400	—
Parkland 3.875% CAD senior notes due 2026 [1][3]	37	—
6.000% senior notes due 2027	600	600
5.625% senior notes due 2027	550	550
5.875% senior notes due 2027 [2]	499	—
Parkland 5.875% senior notes due 2027 [3]	1	—
5.875% senior notes due 2028	400	400
7.000% senior notes due 2028	500	500
6.000% CAD senior notes due 2028 [2]	277	—
Parkland 6.000% CAD senior notes due 2028 [3]	14	—
4.500% senior notes due 2029	800	800
7.000% senior notes due 2029	750	750
4.375% CAD senior notes due 2029 [2]	397	—
Parkland 4.375% CAD senior notes due 2029 [3]	40	—
4.500% senior notes due 2029 [2]	790	—
Parkland 4.500% senior notes due 2029 [3]	10	—
4.500% senior notes due 2030	800	800
6.375% senior notes due 2030	600	600
4.625% senior notes due 2030 [2]	798	—
Parkland 4.625% senior notes due 2030 [3]	2	—
5.625% senior notes due 2031	1,000	—
7.250% senior notes due 2032	750	750
6.625% senior notes due 2032 [2]	493	—
Parkland 6.625% senior notes due 2032 [3]	7	—
6.250% senior notes due 2033	1,000	—
5.875% senior notes due 2034	900	—
GoZone Bonds	322	322
Lease-related financing obligations and other subsidiary debt	233	132
Net unamortized premiums, discounts and fair value adjustments	2	16
Deferred debt issuance costs	(83)	(37)
Total debt	13,389	7,486
Less: current maturities	17	2
Total long-term debt, net	$ 13,372	$ 7,484

(1) As of December 31, 2025, $937 million aggregate principal amount of senior notes due before December 31, 2026 were classified as long-term as management has the intent and ability to refinance the borrowings on a long-term basis.

(2) These senior notes, totaling $3.65 billion as of December 31, 2025, were assumed and exchanged by the Partnership in connection with the closing of the Parkland Acquisition. For additional information, see "Parkland Senior Note Exchange" below.

(3) These senior notes, totaling $111 million as of December 31, 2025, represent the aggregate principal amounts not tendered in the private exchange offers and remain outstanding obligations of Parkland. For additional information, see "Parkland Senior Note Exchange" below.

At December 31, 2025, scheduled future debt maturities were as follows:

2026	$ 954
2027	1,661
2028	1,202
2029	2,797
2030	2,206
Thereafter	4,650
Total	$ 13,470

Recent Financing Transactions

March 2025 Senior Notes Offering and Redemption

In March 2025, the Partnership issued $1.00 billion aggregate principal amount of 6.250% senior notes due 2033 in a private offering. These notes will mature on July 1, 2033 and interest is payable semi-annually on January 1 and July 1 of each year. The Partnership used the net proceeds from the private offering to repay its $600 million aggregate principal amount of 5.750% senior notes due 2025 and to repay a portion of the outstanding borrowings under its Credit Facility.

September 2025 Senior Notes Offering

In September 2025, the Partnership issued $1.00 billion aggregate principal amount of 5.625% senior notes due 2031 and $900 million aggregate principal amount of 5.875% senior notes due 2034 in a private offering. These notes will mature on March 15, 2031 and March 15, 2034, respectively, and interest is payable semi-annually on March 15 and September 15 of each year, commencing on March 15, 2026. The Partnership used the net proceeds from this private offering (i) on the closing date of the Parkland Acquisition to fund a portion of the cash consideration for the Parkland Acquisition and related transaction costs, with the remaining proceeds used for general corporate purposes, and (ii) prior to the closing date of the Parkland Acquisition, to temporarily reduce the borrowings outstanding under the Partnership's Credit Facility and to pay interest and fees in connection therewith.

The 5.625% senior notes due 2031 and 5.875% senior notes due 2034 were originally subject to a special mandatory redemption requirement, which was eliminated upon closing of the Parkland Acquisition.

Parkland Senior Note Exchange

In October 2025, in connection with the Parkland Acquisition, the Partnership commenced a private offering to exchange up to C$1.60 billion Canadian dollar denominated notes issued by Parkland (collectively, the "PKI CAD Notes") and up to $2.60 billion U.S. dollar denominated notes issued by Parkland (collectively, the "PKI USD Notes") for new notes issued by the Partnership. The exchange offer closed on November 7, 2025 with approximately C$1.47 billion of the PKI CAD Notes and approximately $2.58 billion of the PKI USD Notes being validly tendered and not validly withdrawn.

Description of Debt Obligations

Sunoco Senior Notes

The terms of each tranche of Sunoco Senior Notes are governed by indentures among the Partnership and Sunoco Finance Corp. (together, the "Issuers"), and certain other subsidiaries of the Partnership and U.S. Bank National Association, as trustee. The Sunoco Senior Notes are senior obligations of the Issuers and are guaranteed by all of the Partnership's existing subsidiaries and certain of its future subsidiaries. The Sunoco Senior Notes and guarantees are unsecured and rank equally with all of the Issuers' and each Guarantor's existing and future senior obligations. The Sunoco Senior Notes and guarantees are effectively subordinated to the Issuers' and each Guarantor's secured obligations, including obligations under the Partnership's Credit Facility (as defined below), to the extent of the value of the collateral securing such obligations, and structurally subordinated to all indebtedness and obligations, including trade payables, of the Partnership's subsidiaries that do not guarantee the Sunoco Senior Notes.

Energy Transfer guarantees collection to the Issuers with respect to the payment of the principal amount of the 5.875% senior notes due 2028. Energy Transfer is not subject to any of the covenants under the Indenture.

Credit Facility

The Partnership's $2.50 billion Credit Facility matures on June 17, 2030, which date may be extended in accordance with the terms of the Credit Facility. The Credit Facility can be increased from time to time upon Sunoco's written request, subject to certain conditions, up to an aggregate amount of $3.50 billion. As of December 31, 2025, Sunoco had no outstanding borrowings on the Credit Facility and $26 million in standby letters of credit were outstanding. The unused availability on the Credit Facility as of December 31, 2025 was $2.47 billion. The weighted average interest rate on the total amount outstanding as of

December 31, 2025 was 6.38%. The Partnership was in compliance with all financial covenants as of December 31, 2025. The Partnership's net leverage ratio was 4.03 to 1.00 at December 31, 2025.

Borrowings under the Credit Facility will bear interest, at the Borrower's election, at a rate equal to Term SOFR (as defined therein) or a base rate (a rate based off of the higher of (a) the Federal Funds Rate (as defined therein) plus 0.500%, (b) Bank of America's prime rate and (c) one-month Term SOFR (as defined therein) plus 1.00%), in each case plus an applicable margin ranging from 1.250% to 2.250%, in the case of a Term SOFR loan, or from 0.250% to 1.25%, in the case of a base rate loan (determined with reference to the Partnership's Net Leverage Ratio as defined in the Credit Facility). Upon the first achievement by the Partnership of an investment grade credit rating, the applicable margin will decrease to a range of 1.125% to 1.750%, in the case of a Term SOFR loan, or from 0.125% to 0.750%, in the case of a base rate loan (determined with reference to the credit rating for the Partnership's senior, unsecured, non-credit enhanced long-term debt and the Partnership's corporate issuer rating). Interest is payable quarterly if the base rate applies, and at the end of the applicable interest period if Term SOFR applies. In addition, the unused portion of the Partnership's Credit Facility will be subject to a commitment fee ranging from 0.250% to 0.350%, based on the Partnership's Net Leverage Ratio. Upon the first achievement by the Partnership of an investment grade credit rating, the commitment fee will decrease to a range of 0.125% to 0.350%, based on the Partnership's credit rating as described above.

The Credit Facility requires the Partnership to maintain a Net Leverage Ratio of not more than 5.50 to 1.00 before the first achievement by the Partnership of an investment grade credit rating, and from and after the first occurrence of an investment grade credit rating, a Net Leverage Ratio of not more than 5.00 to 1.00. The maximum Net Leverage Ratio is subject to upwards adjustment after the achievement by the Partnership of an investment grade credit rating to not more than 5.50 to 1.00 for a period not to exceed three fiscal quarters in the event the Partnership engages in certain specified acquisitions of not less than $50 million (as permitted under the Credit Facility). The Credit Facility also requires the Partnership to maintain an Interest Coverage Ratio (as defined in the Credit Facility) of not less than 2.25 to 1.00.

Indebtedness under the Credit Facility is guaranteed by material domestic subsidiaries of the Partnership and other subsidiaries for which the Partnership elects to provide guarantees.

On May 16, 2025, the Credit Facility was amended, effective as of the Parkland Acquisition closing date, to, among other things, (i) increase the letter of credit sublimit from $100 million to $250 million, (ii) exclude Parkland and its subsidiaries from any requirement to provide a guarantee of the Obligations (as defined in the Sunoco Credit Agreement) to the extent (x) such guarantee would not be permitted under any existing indebtedness of Parkland and its subsidiaries that remains outstanding after the Parkland Acquisition closing date or (y) such guarantee, if provided by a domestic subsidiary that is a direct or indirect subsidiary of a foreign subsidiary, could reasonably be expected to have material adverse tax consequences and (iii) permit the Partnership or any of its subsidiaries to incur (x) Parkland Acquisition bridge debt in an aggregate principal amount not to exceed $2.65 billion and (y) Parkland backstop bridge debt in an aggregate principal amount not to exceed $3.40 billion less reductions to such maximum amount as set forth in the Sunoco Credit Agreement.

On June 17, 2025, the Credit Facility was amended to, among other things, (i) extend the maturity date of the revolving credit facility from May 3, 2029 to June 17, 2030, (ii) increase the aggregate principal amount of the revolving loan commitments from $1.50 billion to approximately $2.50 billion, upon closing of the Parkland Acquisition, (iii) increase the swingline sublimit on and after the Parkland Acquisition closing from $100 million to $500 million, of which $250 million will be dedicated to swingline borrowings in Canadian Dollars and $250 million will be dedicated to swingline borrowings in U.S. Dollars, and (iv) add the ability to borrow revolving loans in Canadian Dollars.

On August 8, 2025, the Credit Facility was amended to, among other things, provide for up to $2.00 billion of cash that has been reserved by the Partnership to fund a portion of the cash consideration for the Parkland Acquisition to be netted in calculating the Net Leverage Ratio (as defined in the Sunoco Credit Agreement) for purposes of the financial maintenance covenant.

On October 3, 2025, the Credit Facility was amended to, among other things, (i) amend the maturity limitations on the incurrence of additional unsecured indebtedness by the Partnership and its subsidiaries to permit both (a) the new notes to be issued by the Partnership in connection with the previously announced private exchange offers (the "Exchange Offers") and (b) the guaranty by the Partnership of any senior notes of Parkland that remain outstanding after giving effect to the settlement of the Exchange Offers and (ii) exclude any domestic subsidiaries that are "foreign subsidiary holding companies" or subsidiaries of "controlled foreign corporations" from an obligation to provide a guaranty under the Credit Facility.

On November 25, 2025, the Credit Facility was amended to increase the aggregate principal amount of the revolving loan commitments from approximately $2.46 billion to $2.50 billion.

NuStar Logistics Senior Notes

NuStar Logistics is the issuer of $2.25 billion of senior notes, including 5.750% senior notes due 2025, 6.000% senior notes due 2026, 5.625% senior notes due 2027 and 6.375% senior notes due 2030 (collectively, the "NuStar Logistics Senior Notes").

Subsequent to the closing of the NuStar Acquisition, the indentures related to the Partnership's senior notes ("Sunoco Senior Notes") and the indentures related to NuStar Logistics' Senior Notes were amended to add certain subsidiaries as guarantors. Consequently, Sunoco and NuStar Logistics are each a guarantor of the other's senior notes, along with other subsidiary guarantors of each.

The NuStar Logistics Senior Notes do not have sinking fund requirements. These notes rank equally with existing senior unsecured indebtedness and senior to existing subordinated indebtedness of NuStar Logistics and contain restrictions on NuStar Logistics' ability to incur secured indebtedness unless the same security is also provided for the benefit of holders of the NuStar Logistics Senior Notes. In addition, the NuStar Logistics Senior Notes limit the ability of NuStar Logistics and its subsidiaries to, among other things, incur indebtedness secured by certain liens, engage in certain sale-leaseback transactions and engage in certain consolidations, mergers or asset sales. At the option of NuStar Logistics, the NuStar Logistics Senior Notes may be redeemed in whole or in part at any time at a redemption price, plus accrued and unpaid interest to the redemption date. If Sunoco undergoes a change of control that is followed by a ratings decline that occurs within 60 days of the change of control, each holder of the applicable senior notes may require Sunoco to repurchase all or a portion of its notes at a price equal to 101% of the principal amount of the notes repurchased, plus any accrued and unpaid interest to the date of repurchase.

GoZone Bonds

NuStar Logistics' obligations include revenue bonds issued by the Parish of St. James, Louisiana pursuant to the Gulf Opportunity Zone Act of 2005 (the "GoZone Bonds").

As reflected in the table below, the holders of the Series 2008, Series 2010B and Series 2011 GoZone Bonds are required to tender their bonds at the applicable mandatory purchase date in exchange for 100% of the principal plus accrued and unpaid interest, after which these bonds may be remarketed with a new interest rate established. Each of the Series 2010 and Series 2010A GoZone Bonds is subject to redemption on or after June 1, 2030 by the Parish of St. James, at Sunoco's option, in whole or in part, at a redemption price of 100% of the principal amount to be redeemed plus accrued and unpaid interest. Interest on the GoZone Bonds is payable semi-annually on June 1 and December 1 of each year.

The following table summarizes the GoZone Bonds outstanding as of December 31, 2025:

Series	Date Issued	Amount Outstanding	Interest Rate	Mandatory Purchase Date	Optional Redemption Date	Maturity Date
Series 2008	June 26, 2008	$ 56	6.10 %	June 1, 2030	n/a	June 1, 2038
Series 2010	July 15, 2010	100	6.35 %	n/a	June 1, 2030	July 1, 2040
Series 2010A	October 7, 2010	43	6.35 %	n/a	June 1, 2030	October 1, 2040
Series 2010B	December 29, 2010	48	6.10 %	June 1, 2030	n/a	December 1, 2040
Series 2011	October 1, 2025	75	3.70 %	June 1, 2030	n/a	August 1, 2041

During 2025, the Partnership completed the remarketing of $75 million principal amount of Series 2011 GoZone Bonds, which were previously repurchased on the mandatory purchase date of June 1, 2025 but were not remarketed at that time. The remarketed bonds were issued on October 1, 2025 and have a 3.70% interest rate, a mandatory purchase date of June 1, 2030, and a maturity of August 1, 2041.

NuStar Logistics' agreements with the Parish of St. James related to the GoZone Bonds contain: (i) customary restrictive covenants that limit the ability of NuStar Logistics and its subsidiaries to, among other things, create liens, enter into certain sale leaseback transactions, and engage in certain consolidations, mergers or asset sales; and (ii) a repurchase provision which provides that if Sunoco undergoes a change of control that is followed by a ratings decline that occurs within 60 days of the change of control, then each holder may require the trustee, with funds provided by NuStar Logistics, to repurchase all or a portion of that holder's GoZone Bonds at a price equal to 101% of the aggregate principal amount repurchased, plus any accrued and unpaid interest. The Partnership and certain of its subsidiaries are guarantors to the agreements related to the GoZone Bonds.

Parkland Senior Notes

Parkland's senior notes are unsecured obligations guaranteed by Parkland's subsidiaries and contain covenants that limit Parkland's ability to incur additional debt, make certain restricted payments and investments, create liens, enter into transactions with affiliates, and consolidate, merge, transfer or sell all or substantially all of its property and assets. Interest on the Parkland senior notes is paid semi-annually.

Receivables Financing Agreement

Upon the closing of the NuStar Acquisition, the commitments under NuStar's receivables financing agreement were reduced to zero during a suspension period, for which the period end has not been determined. As of December 31, 2025, this facility had no outstanding borrowings.

Lease-Related Financing Obligations

Southside Oil, LLC, a subsidiary of the Partnership, is a party to a sale leaseback transaction that did not meet the criteria for sale leaseback accounting. This transaction was accounted for as a financing arrangement over the course of the lease agreement. The obligations mature in varying dates through 2058, require monthly interest and principal payments, and bear interest at 11.865%. As of December 31, 2025 and 2024, the balance of the sale leaseback financing obligation were $145 million and $85 million, respectively.

Lease-related financing obligations also include finance lease obligations of $87 million and $47 million as of December 31, 2025 and 2024, respectively. See further discussion in Note 16.

Fair Value of Debt

The aggregate estimated fair value and carrying amount of Sunoco's consolidated debt obligations as of December 31, 2025 were $13.52 billion and $13.39 billion, respectively. As of December 31, 2024, the aggregate fair value and carrying amount of Sunoco's consolidated debt obligations were $7.45 billion and $7.49 billion, respectively. The fair value of Sunoco's consolidated debt obligations is a Level 2 valuation based on the respective debt obligations' observable inputs for similar liabilities.

12. Other Non-Current Liabilities

Other non-current liabilities consisted of the following:

	December 31, 2025	December 31, 2024
Asset retirement obligations	$ 254	$ 84
Accrued environmental expense, long-term	158	21
Other	100	53
Other non-current liabilities	$ 512	$ 158

We record an asset retirement obligation for the estimated future cost to remove underground storage tanks. Revisions to the liability could occur due to changes in tank removal costs, tank useful lives or if federal and/or state regulators enact new guidance on the removal of such tanks. Changes in the carrying amount of asset retirement obligations for the years ended December 31, 2025 and 2024 were as follows:

	Year Ended December 31,	
	2025	2024
Balance at beginning of year	$ 84	$ 84
Parkland Acquisition	166	—
Liabilities incurred	—	4
Liabilities settled	(3)	(8)
Accretion expense	7	4
Balance at end of year	$ 254	$ 84

13. Related Party Transactions

We are party to fee-based commercial agreements with various affiliates of Energy Transfer for pipeline, terminalling and storage services. We also have agreements with subsidiaries of Energy Transfer for the purchase and sale of fuel. Additionally, under our Partnership Agreement, our General Partner does not receive a management fee or other compensation for its role as our general partner. However, our General Partner is reimbursed for all expenses incurred on our behalf. These expenses include shared service fees, as well as all other expenses necessary or appropriate to the conduct of our business that are allocable to us, as provided for in our Partnership Agreement. There is no cap on the amount that may be paid or reimbursed to our General Partner.

Summary of Related Party Transactions

Related party transactions for the years ended December 31, 2025, 2024 and 2023 were as follows:

	Year Ended December 31,		
	2025	2024	2023
Motor fuel sales to affiliates	$ 24	$ 28	$ 42
Bulk fuel purchases from affiliates	1,249	1,463	1,661
Expense reimbursement	43	35	34

Significant affiliate balances included on our consolidated balance sheets were as follows:

- Accounts payable to affiliates were $331 million and $199 million as of December 31, 2025 and 2024, respectively, which were attributable to operational expenses and bulk fuel purchases.
- Advances from affiliates were $78 million and $82 million at December 31, 2025 and 2024, respectively, which were related to treasury services agreements with Energy Transfer.

14. Revenue

Disaggregation of Revenue

Revenues from our Fuel Distribution segment are derived from the sale of fuel, non-fuel and lease income. Fuel sales consist primarily of the sale of motor fuel under supply agreements with third-party customers and affiliates. Fuel supply contracts with our customers generally provide that we distribute motor fuel at a price based on a formula which includes published rates, volume-based profit margin and other terms specific to the agreement. The customer is invoiced the agreed-upon price with most payment terms ranging less than 30 days. If the consideration promised in a contract includes a variable amount, the Partnership estimates the variable consideration amount and factors in such estimate to determine the transaction price under the expected value method. Revenue is recognized under the motor fuel contracts at the point in time the customer takes control of the fuel. At the time control is transferred to the customer the sale is considered final, because the agreements do not grant customers the right to return motor fuel. To determine when control transfers to the customer, the shipping terms of the contract are assessed as a primary indicator of the transfer of control. For FOB shipping point terms, revenue is recognized at the time of shipment. The performance obligation with respect to the sale of goods is satisfied at the time of shipment since the customer gains control at this time under the terms. Shipping and/or handling costs that occur before the customer obtains control of the goods are deemed to be fulfillment activities and are accounted for as fulfillment costs. Once the goods are shipped, the Partnership is precluded from redirecting the shipment to another customer and revenue is recognized. Non-fuel revenue includes merchandise revenue that comprises the in-store merchandise and food service sales at company-operated retail stores and other revenue such as credit card processing, car washes, lottery and other services. Lease revenue is derived from the leasing or subleasing of real estate used in the retail distribution of motor fuels.

Revenues from our Pipeline Systems segment are derived from interstate and intrastate pipeline transportation of refined products, crude oil and anhydrous ammonia and the applicable pipeline tariff on a per barrel basis for crude oil or refined products and on a per ton basis for ammonia.

Revenues from our Terminals segment include fees for tank storage agreements, under which a customer agrees to pay for a certain amount of storage in a tank over a period of time (storage terminal revenues) and throughput agreements, under which a customer pays a fee per barrel for volumes moving through our terminals (throughput terminal revenues). Our terminals also provide blending, additive injections, handling and filtering services for which we charge additional fees. Additionally, we lease certain of our storage tanks in exchange for a fixed fee, subject to an annual consumer price index adjustment. We recognized lease revenues from these leases of $47 million and $31 million for the years ended December 31, 2025 and 2024, respectively, which are included in "Service revenue" in our consolidated statements of operations.

Revenues from our Refinery segment are derived from refined products, generated environmental compliance credits and excess crude oil sales are recognized when delivered and the customer obtains control of such inventory, which is typically when title passes and the customer is billed. All revenues are reported inclusive of shipping and handling costs billed and exclusive of any sales taxes billed to customers where applicable. Shipping and handling costs incurred are reported in cost of sales.

The following table depicts the disaggregation of revenue:

	Year Ended December 31,		
	2025	2024	2023
Fuel	$ 23,290	$ 21,362	$ 22,520
Non-fuel	442	294	284
Lease income	130	125	151
Pipeline throughput	660	457	—
Terminal throughput	117	102	61
Refinery throughput	177	—	—
Other	385	353	52
Total revenues	$ 25,201	$ 22,693	$ 23,068

Contract Balances with Customers

The Partnership satisfies its performance obligations by transferring goods or services in exchange for consideration from customers. The timing of performance may differ from the timing the associated consideration is paid to or received from the customer, thus resulting in the recognition of a contract asset or a contract liability.

The Partnership recognizes a contract asset when making upfront consideration payments to certain customers. The upfront considerations represent a pre-paid incentive, as these payments are not made for distinct goods or services provided by the customer. The pre-payment incentives are recognized as a contract asset upon payment and amortized as a reduction of revenue over the term of the specific agreement.

The Partnership recognizes a contract liability if the customer's payment of consideration precedes the Partnership's fulfillment of the performance obligations, which primarily result from contracts with an incentive pricing structure, contributions in aid of construction ("CIAC") payments (as discussed below), and contracts with minimum volume commitment We maintain some franchise agreements requiring dealers to make one-time upfront payments for long-term license agreements. The Partnership recognizes a contract liability when the upfront payment is received and recognizes revenue over the term of the license.

The balances of the Partnership's contract assets and contract liabilities as of December 31, 2025, 2024 and 2023 were as follows:

	December 31, 2025	December 31, 2024	December 31, 2023
Contract assets	$ 480	$ 288	$ 256
Accounts receivable from contracts with customers	1,686	1,084	809
Contract liabilities	125	39	—

The following table summarizes the consolidated activity of our contract liabilities:

	Contract Liabilities
Balance, December 31, 2023	$ —
NuStar Acquisition	78
Zenith European terminals acquisition	3
ET-S Permian	(29)
Other additions	26
Revenue recognized	(39)
Balance, December 31, 2024	39
Parkland Acquisition	84
Other additions	40
Revenue recognized	(38)
Balance, December 31, 2025	$ 125

Costs to Obtain or Fulfill a Contract

The Partnership recognizes an asset from the costs incurred to obtain a contract (e.g. sales commissions) only if it expects to recover those costs. On the other hand, the costs to fulfill a contract are capitalized if the costs are specifically identifiable to a contract, would result in enhancing resources that will be used in satisfying performance obligations in the future, and are expected to be recovered. These capitalized costs are recorded as a part of other current assets and other non-current assets on our consolidated balance sheets and are amortized as a reduction of revenue on a systematic basis consistent with the pattern of transfer of the goods or services to which such costs relate. The amount of amortization on these capitalized costs that the Partnership recognized in the years ended December 31, 2025, 2024 and 2023 was $41 million, $35 million and $29 million, respectively.

Performance Obligations

At contract inception, the Partnership assesses the goods and services promised in its contracts with customers and identifies a performance obligation for each promise to transfer a good or service (or bundle of goods or services) that is distinct. To identify the performance obligations, the Partnership considers all the goods or services promised in the contract, whether explicitly stated or implied based on customary business practices. For a contract that has more than one performance obligation, the Partnership allocates the total contract consideration to each distinct performance obligation on a relative standalone selling price basis. Revenue is recognized when (or as) the performance obligations are satisfied, that is, when the customer obtains control of the good or the service is provided.

The Partnership distributes fuel under long-term contracts to branded distributors, branded and unbranded third-party dealers and branded and unbranded retail fuel outlets. Sunoco-branded supply contracts with distributors generally have both time and volume commitments that establish contract duration. These contracts have an initial term of approximately ten years, with an estimated, volume-weighted term remaining of approximately five years.

The Partnership is party to a 15-year take-or-pay fuel supply agreement with 7-Eleven, Inc. and SEI Fuel Services, Inc. (collectively, the "Distributor") in which the Distributor is required to purchase a volume of fuel that provides the Partnership a minimum amount of gross profit annually. We expect to recognize this revenue in accordance with the contract as we transfer control of the product to the customer. However, in case of an annual shortfall we will recognize the amount payable by the Distributor at the sooner of the time at which the Distributor makes up the shortfall or becomes contractually or operationally unable to do so. The transaction price of the contract is variable in nature, fluctuating based on market conditions. The Partnership has elected to take the practical expedient not to estimate the amount of variable consideration allocated to wholly unsatisfied performance obligations. 7-Eleven, Inc. accounted for approximately 13%, 18% and 20% of total revenues for the years ended December 31, 2025, 2024 and 2023, respectively.

In some contractual arrangements, the Partnership grants dealers a franchise license to operate the Partnership's retail stores over the life of a franchise agreement. In return for the grant of the retail store license, the dealer makes a one-time nonrefundable franchise fee payment to the Partnership plus sales based royalties payable to the Partnership at a contractual rate during the period of the franchise agreement. Under the requirements of ASC Topic 606, the franchise license is deemed to be a symbolic license for which recognition of revenue over time is the most appropriate measure of progress toward complete satisfaction of the performance obligation. Revenue from this symbolic license is recognized evenly over the life of the franchise agreement.

In certain instances, our customers reimburse us for capital projects, in arrangements referred to as CIAC. Typically, in these instances, we receive upfront payments for future services, which are included in the transaction price of the underlying service contract.

Remaining Performance Obligations

The following table presents our estimated revenues from contracts with customers for remaining performance obligations that have not yet been recognized, representing our contractually committed revenue as of December 31, 2025.

	Remaining Performance Obligations
2026	$ 336
2027	195
2028	161
2029	114
2030	100
Thereafter	239
Total	$ 1,145

Practical Expedients Selected by the Partnership

The Partnership elected the following practical expedients in accordance with ASC 606:

- **Significant financing component** - The Partnership elected not to adjust the promised amount of consideration for the effects of a significant financing component if the Partnership expects at contract inception that the period between the transfer of a promised good or service to a customer and when the customer pays for that good or service will be one year or less.
- **Incremental costs of obtaining a contract** - The Partnership elected to expense the incremental costs of obtaining a contract when the amortization period for such contracts would have been one year or less.
- **Shipping and handling costs** - The Partnership elected to account for shipping and handling activities that occur after the customer has obtained control of a good as fulfillment activities (i.e., an expense) rather than as a promised service.
- **Measurement of transaction price** - The Partnership has elected to exclude from the measurement of transaction price all taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction and collected by the Partnership from a customer (i.e., sales tax, value added tax, etc.).
- **Variable consideration of wholly unsatisfied performance obligations** - The Partnership has elected to exclude the estimate of variable consideration to the allocation of wholly unsatisfied performance obligations.

15. Commitments and Contingencies

Litigation and Contingencies

We may, from time to time, be involved in litigation and claims arising out of our operations in the normal course of business. In the ordinary course of business, we are sometimes threatened with or named as a defendant in various lawsuits seeking actual and punitive damages for personal injury and property damage. We maintain liability insurance with insurers in amounts and with coverage and deductibles management believes are reasonable and prudent, and which are generally accepted in the industry. However, there can be no assurance that the levels of insurance protection currently in effect will continue to be available at reasonable prices or that such levels will remain adequate to protect us from material expenses related to personal injury or property damage in the future. In addition, various regulatory agencies such as tax authorities, environmental agencies, or other such agencies may perform audits or reviews to ensure proper compliance with regulations. We are not fully insured for any claims that may arise from these various agencies and there can be no assurance that any claims arising from these activities would not have an adverse, material effect on our consolidated financial statements.

Environmental Remediation

We are subject to various federal, state and local environmental laws and make financial expenditures in order to comply with regulations governing underground storage tanks adopted by federal, state and local regulatory agencies. In particular, at the federal level, the Resource Conservation and Recovery Act of 1976, as amended, requires the EPA to establish a comprehensive regulatory program for the detection, prevention and cleanup of leaking underground storage tanks (e.g. overfills, spills and underground storage tank releases).

Federal and state regulations require us to provide and maintain evidence that we are taking financial responsibility for corrective action and compensating third parties in the event of a release from our underground storage tank systems and terminals. In order to comply with these requirements, we have historically obtained private insurance in the states in which we operate. These policies provide protection from third-party liability claims. During 2025, our coverage was $15 million per occurrence and in the aggregate. Our sites continue to be covered by these policies.

We are currently involved in the investigation and remediation of contamination at motor fuel storage and gasoline store sites where releases of regulated substances have been detected. We accrue for anticipated future costs and the related probable state reimbursement amounts for remediation activities. Accordingly, we have recorded estimated undiscounted liabilities for these sites totaling $168 million and $28 million as of December 31, 2025 and 2024, respectively, which are classified as accrued expenses and other current liabilities and other non-current liabilities.

New York Motor Fuel Excise Tax Audit

New York State issued a motor fuel excise tax assessment to Sunoco, LLC, a wholly owned subsidiary of the Partnership, in the amount of approximately $20 million, exclusive of penalties and interest, for the periods of March 2017 through May 2020. Sunoco, LLC filed an appeal with the New York State Division of Tax Appeals challenging the assessment. Sunoco, LLC cannot predict the outcome of this matter at this time.

16. Lease Accounting

Lessee Accounting

The Partnership leases retail stores, other property, plant and equipment under non-cancellable operating leases whose initial terms are typically five to 15 years, with options that permit renewals for additional periods. At the inception of each, we determine if the arrangement is a lease or contains an embedded lease and review the facts and circumstances of the arrangement to classify leased assets as operating or finance under Topic 842. The Partnership has elected not to record any leases with terms of 12 months or less on our consolidated balance sheets.

At this time, the majority of active leases within our portfolio are classified as operating leases. Operating leases are included in operating lease right-of-use assets, net, operating lease current liabilities and operating lease non-current liabilities on our consolidated balance sheets. Finance leases represent a small portion of the active lease agreements and are included in other non-current assets and long-term debt, net on our consolidated balance sheets. The right-of-use assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make minimum lease payments arising from the lease for the duration of the lease term.

Most leases include one or more options to renew, with renewal terms that can extend the lease term from five to 10 years or greater. The exercise of lease renewal options is typically at our discretion. Additionally, many leases contain early termination clauses, however early termination typically requires the agreement of both parties to the lease. At lease inception, all renewal options reasonably certain to be exercised are considered when determining the lease term. At this time, the Partnership does not

have leases that include options to purchase or automatic transfer of ownership of the leased property to the Partnership. The depreciable life of leased assets and leasehold improvements are limited by the expected lease term.

To determine the present value of future minimum lease payments, we use the implicit rate when readily determinable. At this time, many of our leases do not provide an implicit rate, therefore to determine the present value of minimum lease payments we use our incremental borrowing rate based on the information available at lease commencement date. The right-of-use assets also include any lease payments made and exclude lease incentives.

Minimum rent payments are expensed on a straight-line basis over the term of the lease. In addition, some leases may require additional contingent or variable lease payments based on factors specific to the individual agreement. Variable lease payments we are typically responsible for include payment of real estate taxes, maintenance expenses and insurance.

The components of lease expense consisted of the following:

		Year Ended December 31,	
Lease cost	**Classification**	**2025**	**2024**
Operating lease costs:			
Operating lease cost	Lease expense	$ 96	$ 50
Finance lease costs:			
Amortization of leased assets	Depreciation, amortization and accretion	4	1
Interest on lease liabilities	Interest expense	3	2
Short-term lease cost	Lease expense	7	4
Variable lease cost	Lease expense	11	18
Sublease income	Lease income	(35)	(45)
Net lease cost		$ 86	$ 30

Lease term and discount rate	**December 31, 2025**	**December 31, 2024**
Weighted average remaining lease term (years)		
Operating leases	16	19
Finance leases	11	18
Weighted average discount rate (%)		
Operating leases	6 %	6 %
Finance leases	5 %	6 %

	Year Ended December 31,	
Other information	**2025**	**2024**
Cash paid for amount included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ (92)	$ (49)
Operating cash flows from finance leases	(4)	(1)
Financing cash flows from finance leases	(1)	(1)
Leased assets obtained in exchange for new finance lease liabilities	1	—
Leased assets obtained in exchange for new operating lease liabilities	279	3

Maturities of lease liabilities as of December 31, 2025 were as follows:

	Operating leases	Finance leases	Total
2026	$ 240	$ 16	$ 256
2027	196	15	211
2028	171	15	186
2029	149	12	161
2030	138	6	144
Thereafter	1,445	53	1,498
Total lease payments	2,339	117	2,456
Less: interest	873	30	903
Present value of lease liabilities	$ 1,466	$ 87	$ 1,553

Lessor Accounting

The Partnership leases or subleases a portion of its real estate portfolio to third-party companies as a stable source of long-term revenue. Our lessor and sublease portfolio consists mainly of operating leases with convenience store operators. At this time, most lessor agreements contain five-year terms with renewal options to extend and early termination options based on established terms specific to the individual agreement. Additionally, we lease certain of our storage tanks in exchange for a fixed fee, subject to an annual consumer price index adjustment.

Minimum future lease payments receivable as of December 31, 2025 were as follows:

2026	$ 154
2027	124
2028	98
2029	78
2030	68
Thereafter	369
Total undiscounted cash flows	$ 891

The balances of property, plant and equipment that are being leased to third parties were as follows:

	December 31, 2025	December 31, 2024
Land and improvements	$ 698	$ 513
Buildings, equipment and leasehold improvements	1,045	556
Pipelines	377	217
Product storage and related facilities	410	283
Right of way	105	—
Other	81	39
Construction work-in-process	54	64
Total property, plant and equipment	2,770	1,672
Less: Accumulated depreciation	(829)	(449)
Property, plant and equipment, net	$ 1,941	$ 1,223

17. Interest Expense, net

Components of net interest expense were as follows:

	Year Ended December 31,		
	2025	2024	2023
Interest expense	$ 535	$ 380	$ 212
Amortization of deferred financing fees	27	24	8
Interest income	(21)	(13)	(3)
Interest expense, net	$ 541	$ 391	$ 217

18. Income Tax Expense

As a partnership, we are generally not subject to federal income tax and most state income taxes. However, the Partnership conducts certain activities through corporate subsidiaries which are subject to federal and state income taxes.

The Partnership's income before income tax expense by geographic area were as follows:

	Year Ended December 31,		
	2025	2024	2023
United States	$ 397	$ 1,040	$ 430
Foreign	192	9	—
Total	$ 589	$ 1,049	$ 430

The components of the federal and state income tax expense (benefit) of our taxable subsidiaries were summarized as follows:

	Year Ended December 31,		
	2025	2024	2023
Current:			
Federal	$ 18	$ 152	$ 16
State	(1)	37	7
Foreign	7	—	—
Total current income tax expense	24	189	23
Deferred:			
Federal	22	(19)	9
State	(8)	5	4
Foreign	24	—	—
Total deferred tax expense (benefit)	38	(14)	13
Income tax expense	$ 62	$ 175	$ 36

Our effective tax rate differs from the statutory rate primarily due to Partnership earnings that are not subject to U.S. federal and most state income taxes at the Partnership level. A reconciliation of income tax expense at the U.S. federal statutory rate to net income tax expense is as follows:

	Year Ended December 31,					
	2025		2024		2023	
	Amount	Percent	Amount	Percent	Amount	Percent
Income tax expense at United States statutory rate	$ 124	21.00 %	$ 220	21.00 %	$ 90	21.00 %
Increase (reduction) in income taxes resulting from:						
Non-taxable Partnership earnings	(67)	(11.40)	(84)	(8.04)	(64)	(14.85)
State and local income tax, net of federal income tax effect [1]	4	0.66	33	3.11	9	2.11
Foreign tax effects	(4)	(0.68)	—	—	—	—
Effect of cross-border tax laws - subpart F income inclusion	6	1.06	—	—	—	—
Changes in unrecognized tax benefits - state apportionment positions	(10)	(1.67)	1	0.07	1	0.15
Other:						
Deferred tax remeasurement	15	2.64	—	—	—	—
Discount on purchased tax credits	(4)	(0.64)	—	—	—	—
Interest on federal refund	(5)	(0.93)	—	—	—	—
Other adjustments	3	0.56	5	0.48	—	—
Income tax expense	$ 62	10.60 %	$ 175	16.62 %	$ 36	8.41 %

[1] State taxes that made up the majority (greater than 50 percent) of the tax effect in this category were Pennsylvania in 2025, New Jersey, Pennsylvania and New York in 2024, and Pennsylvania, Hawaii and New Jersey in 2023.

The One Big Beautiful Bill Act ("OBBBA"), enacted in July 2025, is expected to impact the Partnership primarily through the ability to take higher tax depreciation deductions via 100% expensing on eligible property and higher interest expense deductions

via more favorable interest expense limitation calculations. We will continue to monitor regulatory guidance and interpretations, which could have a material impact on our financials condition and results of operations.

Cash paid for taxes were as follows:

	Year Ended December 31,		
	2025	2024	2023
Cash paid for income taxes, net of refunds (excluding federal tax credits purchased from non-governmental third parties)			
Federal	$ (68)	$ 105	$ 21
State			
Pennsylvania	2	7	2
New Jersey	2	12	3
Other	3	11	3
Foreign			
Canada	62	—	—
Other	2	—	—
Total	$ 3	$ 135	$ 29
Cash paid for federal tax credits purchased from non-governmental third parties	$ 41	$ 47	$ —

Deferred taxes result from the temporary differences between financial reporting carrying amounts and the tax basis of existing assets and liabilities. The principal components of deferred tax assets and liabilities were as follows:

	December 31, 2025	December 31, 2024
Deferred income tax assets:		
Net operating losses, credits and other carryforwards	$ 233	$ 16
Other	45	18
Total deferred income tax assets	278	34
Valuation allowance	(62)	—
Net deferred income tax assets	216	34
Deferred income tax liabilities:		
Property, plant and equipment	846	49
Trademarks and other intangibles	239	82
Investments in affiliates	54	53
Other	38	1
Total deferred tax liabilities	1,177	185
Net deferred income tax liabilities	$ 961	$ 151

The completion of the Parkland transaction significantly increased the deferred tax assets (liabilities). The table below provides a rollforward of the net deferred income tax liability as follows:

	December 31, 2025	December 31, 2024
Net deferred income tax liability, beginning of year	$ (151)	$ (166)
Acquired via Parkland Acquisition	(755)	—
Acquired via NuStar Acquisition	—	(3)
Tax accrual	(55)	18
Net deferred income tax liability, end of year	$ (961)	$ (151)

As of December 31, 2025, Sunoco Retail had federal NOL carryforwards of $287 million, that may be carried forward indefinitely. Of this amount, $206 million is subject to limitations under IRC §382 (ownership-change limitation) and $35 million is limited under Separate Return Limitation Year ("SRLY") rules. Although these federal NOLs are expected to be fully utilized, the amount utilized in a particular year may be limited. Sunoco Retail's foreign subsidiaries had NOL carryforwards of $425 million, of which, $279 million expire between 2026 and 2045. Our corporate subsidiaries have state NOL carryforward benefits of $6 million, net of federal tax, with some expiring between 2026 and 2044 and others carried forward indefinitely. Our

corporate subsidiaries have cumulative excess business interest expense carryforwards of $159 million available for indefinite carryforward, all of which is limited under IRC §382. Although the excess business interest expense carryforwards are expected to be fully utilized, the amount utilized in a particular year may be limited. For the year ended December 31, 2025, the net change in the total valuation allowances was an increase of $62 million, and for the year ended December 31, 2024, there was no net change. Valuation allowances totaling $52 million and $10 million are attributable to foreign and federal NOLs, respectively.

The following table sets forth the changes in unrecognized tax benefits:

	December 31, 2025	December 31, 2024
Balance at beginning of year	$ 11	$ 11
Reduction attributable to tax positions taken in prior years	(8)	—
Balance at end of year	$ 3	$ 11

As of December 31, 2025, we had $3 million ($2 million after federal income tax benefits) related to tax positions which, if recognized, would impact our effective tax rate. During 2025, the Partnership recognized an $8 million tax benefit associated with certain prior tax positions that previously did not meet the criteria for recognition in the Partnership's consolidated financial statements.

We accrue interest and penalties on income tax underpayments (overpayments) as a component of income tax expense. During 2025, we recognized interest and penalties of $3 million. At December 31, 2025, we had interest and penalties accrued of $1 million, net of taxes.

The IRS closed its audit of a 2018 income tax refund claim filed by a wholly owned subsidiary of Sunoco with no change. In general, Sunoco and its U.S. subsidiaries are no longer subject to examination by the IRS and most state jurisdictions for the 2020 and prior tax years. Sunoco's non-U.S. subsidiaries may be subject to examination in their local taxing jurisdictions for periods ranging from 3 to 12 years from the date the tax return is filed.

19. Partners' Capital

As of December 31, 2025, Energy Transfer and its subsidiaries owned 28,463,967 common units, which constitutes a 13.9% limited partner interest in the Partnership. As of December 31, 2025, our wholly owned consolidated subsidiaries owned 16,410,780 Class C units representing limited partner interests in the Partnership (the "Class C Units"). In connection with the Parkland Acquisition, Sunoco issued to SunocoCorp 51,517,198 Class D units which are economically equivalent to Sunoco's publicly traded common units (the "Class D Units"). As of December 31, 2025 the public owned 108,402,887 common units.

Common Units

Common unit activity for the years ended December 31, 2025 and 2024 was as follows:

	Number of Units
Number of common units at December 31, 2023	84,408,014
Phantom unit vesting	277,421
NuStar Acquisition	51,543,100
Number of common units at December 31, 2024	136,228,535
Phantom unit vesting	294,897
Units issued in acquisitions	343,422
Number of common units at December 31, 2025	136,866,854

Allocation of Net Income

Our Partnership Agreement contains provisions for the allocation of net income and loss to the unitholders. For purposes of maintaining partner capital accounts, the Partnership Agreement specifies that items of income and loss shall be allocated among the partners in accordance with their respective percentage interest. Normal allocations according to percentage interests are made after giving effect, if any, to priority income allocations in an amount equal to incentive cash distributions allocated 100% to Energy Transfer.

The calculation of net income allocated to common unitholders was as follows:

	Year Ended December 31,		
	2025	2024	2023
Attributable to Common Units			
Distributions declared	$ 548	$ 478	$ 284
Distributions (in excess of) less than net income	(235)	238	27
Common unitholders' interest in net income	$ 313	$ 716	$ 311

Class C Units

The Partnership has outstanding an aggregate of 16,410,780 Class C Units, all of which are held by wholly owned subsidiaries of the Partnership.

Class C Units (i) are not convertible or exchangeable into Common Units or any other units of the Partnership and are non-redeemable; (ii) are entitled to receive distributions of available cash of the Partnership (other than available cash derived from or attributable to any distribution received by the Partnership from Sunoco Retail, the proceeds of any sale of the membership interests of Sunoco Retail, or any interest or principal payments received by the Partnership with respect to indebtedness of Sunoco Retail or its subsidiaries) at a fixed rate equal to $0.8682 per quarter for each Class C Unit outstanding; (iii) do not have the right to vote on any matter except as otherwise required by any non-waivable provision of law; (iv) are not allocated any items of income, gain, loss, deduction or credit attributable to the Partnership's ownership of, or sale or other disposition of, the membership interests of Sunoco Retail, or the Partnership's ownership of any indebtedness of Sunoco Retail or any of its subsidiaries ("Sunoco Retail Items"); (v) will be allocated gross income (other than from Sunoco Retail Items) in an amount equal to the cash distributed to the holders of Class C Units and (vi) will be allocated depreciation, amortization and cost recovery deductions as if the Class C Units were Common Units and 1% of certain allocations of net termination gain (other than from Sunoco Retail Items).

Pursuant to the terms described above, these distributions do not have an impact on the Partnership's consolidated cash flows and as such, are excluded from total cash distributions and allocation of limited partners' interest in net income.

Class D Units

The Partnership has outstanding an aggregate of 51,517,198 Class D Units, all of which are held by SunocoCorp.

Class D Units (i) except as required by law and in addition to the voting rights established in the Partnership Agreement, are entitled to vote; (ii) shall represent limited partnership interests and common unit interests in the Partnership and shall be economically equivalent to other Partnership common units and no distribution may be made in respect of the Partnership's common units unless an equal distribution is simultaneously made on the Class D Units; and (iii) provide dividend equalization rights for the period beginning on October 31, 2025 and ending December 31, 2027 (the "Equalization Period"), the Partnership shall ensure that SunocoCorp shall have cash necessary and sufficient to pay distributions on each SunocoCorp common unit for each quarter during the Equalization Period in an amount equal to 100% of the distributions paid by the Partnership on each Sunoco common unit during such quarter.

Preferred Units

In September 2025, the Partnership closed a private offering of 1.5 million of its 7.875% Series A Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Units (the "Series A Preferred Units") at an offering price of $1,000 per unit. The Partnership received net proceeds of approximately $1.47 billion from the sale of the Series A Preferred Units after deducting the initial purchasers' discount and other estimated offering expenses. The Partnership used the net proceeds from this private offering (i) on the closing date of the Parkland Acquisition to fund a portion of the cash consideration for the Parkland Acquisition, and (ii) prior to the closing date of the Parkland Acquisition, to temporarily reduce the borrowings outstanding under the Partnership's Credit Facility and to pay interest and fees in connection therewith.

Distributions on the Series A Preferred Units will be cumulative from the date of original issuance and will be payable semi-annually in arrears commencing on March 18, 2026, when, as, and if declared by Sunoco GP LLC out of legally available funds for such purpose. An initial distribution on the Series A Preferred Units will be paid on March 18, 2026 in an amount equal to approximately $39.38 per Series A Preferred Unit.

Incentive Distribution Rights

The following table illustrates the percentage allocations of available cash from operating surplus between Sunoco's common unitholders and the holder of Sunoco IDRs based on the specified target distribution levels, after the payment of distributions to Class C unitholders. The amounts set forth under "marginal percentage interest in distributions" are the percentage interests of our IDR holder and the common unitholders in any available cash from operating surplus it distributes up to and including the

corresponding amount in the column "total quarterly distribution per common unit target amount." The percentage interests shown for Sunoco's common unitholders and Sunoco's IDR holder for the minimum quarterly distribution are also applicable to quarterly distribution amounts that are less than the minimum quarterly distribution. Energy Transfer currently owns Sunoco's IDRs.

		Marginal percentage interest in distributions	
	Total quarterly distribution per Common unit target amount	Common Unitholders	Holder of IDRs
Minimum Quarterly Distribution	$0.4375	100 %	—
First Target Distribution	Above $0.4375 up to $0.503125	100 %	—
Second Target Distribution	Above $0.503125 up to $0.546875	85 %	15 %
Third Target Distribution	Above $0.546875 up to $0.656250	75 %	25 %
Thereafter	Above $0.656250	50 %	50 %

Cash Distributions

Our Partnership Agreement sets forth the calculation used to determine the amount and priority of cash distributions that the common unitholders receive.

Cash distributions paid or to be paid with respect to Sunoco common units and Class D Units were as follows:

			Limited Partners			
Period Ended	Record Date	Payment Date	Per Unit Distribution	Distributions on Common Units	Distributions on Class D Units	Distribution to IDR Holders
December 31, 2022	February 7, 2023	February 21, 2023	$ 0.8255	$ 69	$ —	$ 18
March 31, 2023	May 8, 2023	May 22, 2023	0.8420	71	—	19
June 30, 2023	August 14, 2023	August 21, 2023	0.8420	71	—	19
September 30, 2023	October 30, 2023	November 20, 2023	0.8420	71	—	19
December 31, 2023	February 7, 2024	February 20, 2024	0.8420	71	—	19
March 31, 2024	May 13, 2024	May 20, 2024	0.8756	119	—	36
June 30, 2024	August 9, 2024	August 19, 2024	0.8756	119	—	36
September 30, 2024	November 8, 2024	November 19, 2024	0.8756	119	—	36
December 31, 2024	February 7, 2025	February 19, 2025	0.8865	121	—	37
March 31, 2025	May 9, 2025	May 20, 2025	0.8976	122	—	39
June 30, 2025	August 8, 2025	August 19, 2025	0.9088	124	—	41
September 30, 2025	October 30, 2025	November 19, 2025	0.9202	126	—	42
December 31, 2025	February 6, 2026	February 19, 2026	0.9317	128	48	60

Accumulated Other Comprehensive Income

The following table presents the components of AOCI, net of tax:

	December 31, 2025	December 31, 2024
Foreign currency translation adjustment	$ (6)	$ (1)
Actuarial gains related to pensions and other postretirement benefits	—	3
Total accumulated other comprehensive income included in partners' capital, net of tax	$ (6)	$ 2

20. Employee Benefit Plans

Pension and Other Postretirement Benefits

The NuStar Pension Plan (the "Pension Plan") was a qualified non-contributory defined benefit pension plan that provided certain eligible NuStar employees with retirement income as calculated under a cash balance formula. Under the cash balance formula, benefits were determined based on age, years of vesting service and interest credits, and employees become fully vested in their benefits upon attaining three years of vesting service.

NuStar had also maintained an excess pension plan (the "Excess Pension Plan"), which was a nonqualified deferred compensation plan that provided benefits to a select group of management or other highly compensated employees. Neither the Excess Thrift

Plan nor the Excess Pension Plan was intended to constitute either a qualified plan under the provisions of Section 401 of the Code or a funded plan subject to the Employee Retirement Income Security Act.

The Pension Plan and Excess Pension Plan were collectively referred to as the "Pension Plans" in the tables and discussion below. Other postretirement benefit plans included NuStar's contributory medical benefits plan for U.S. employees who retired prior to April 1, 2014 and, for employees who retired on or after April 1, 2014, a partial reimbursement for eligible third-party health care premiums. We used December 31 as the measurement date for Sunoco's pension and other postretirement plans.

Sunoco made no contributions to the Pension Plans subsequent to the NuStar Acquisition, and the Pension Plan was terminated on November 30, 2024.

The changes in the benefit obligation, the changes in fair value of plan assets, the funded status and the amounts recognized in the consolidated balance sheets for Sunoco's Pension Plans and other postretirement benefit plans as of December 31, 2025 were as follows:

	December 31, 2025		December 31, 2024	
	Pension Plans	Other Postretirement Benefit Plans	Pension Plans	Other Postretirement Benefit Plans
Change in benefit obligation:				
Benefit obligation at beginning of period	$ 137	$ 1	$ —	$ —
NuStar Acquisition	—	—	152	12
Service cost	—	—	1	—
Interest cost	3	—	5	1
Plan amendments	—	—	—	(11)
Benefits paid, net	(136)	—	(36)	—
Actuarial (gain) loss and other	(4)	—	15	(1)
Benefit obligation at end of period	—	1	137	1
Change in plan assets:				
Fair value of plan assets at beginning of period	$ 160	$ —	$ —	$ —
NuStar Acquisition	—	—	178	—
Actual return on plan assets	2	—	12	—
Employer contributions	1	—	5	—
Benefits paid, net	(136)	—	(35)	—
Fair value of plan assets at end of period	27	—	160	—
Amount (overfunded) underfunded at end of period	$ (27)	$ 1	$ (23)	$ 1
Amounts recognized in the consolidated balance sheets consist of:				
Current assets	$ 27	$ —	$ —	$ —
Non-current assets	—	—	24	—
Current liabilities	—	—	(1)	(1)
Non-current liabilities	—	(1)	—	—
	$ 27	$ (1)	$ 23	$ (1)
Amounts recognized in accumulated other comprehensive income (pre-tax basis) consist of:				
Net actuarial loss	$ —	$ —	$ (9)	$ —
Prior service credit	—	—	—	11
	$ —	$ —	$ (9)	$ 11

In 2024, the actuarial loss related to the benefit obligation for Sunoco's pension plans was primarily attributable to the termination of the Pension Plan. The fair value of Sunoco's plan assets is affected by the return on plan assets resulting primarily from the performance of equity and bond markets during the period.

21. Unit-Based Compensation

Sunoco Phantom Units. The Partnership has issued phantom units to its employees and non-employee directors, which vest 60% after three years and 40% after five years. Phantom units have the right to receive distributions prior to vesting. The fair value of

these units is the market price of Sunoco's common units on the grant date, and is amortized over the five-year vesting period using the straight-line method. Unit-based compensation expense related to the Partnership included in our consolidated statements of operations and comprehensive income was $19 million, $17 million and $17 million for the years ended December 31, 2025, 2024 and 2023, respectively. The total fair value of phantom units vested for the years ended December 31, 2025, 2024 and 2023, was $16 million, $14 million and $16 million, respectively, based on the market price of Sunoco's common units as of the vesting date. Unrecognized compensation expenses related to our unvested phantom units totaled $68 million as of December 31, 2025, which are expected to be recognized over a weighted average period of 3.17 years.

Phantom unit award activity for the year ended December 31, 2025 consisted of the following:

	Number of Phantom Common Units	Weighted Average Grant Date Fair Value
Outstanding at January 1, 2025	1,542,700	$ 46.83
Granted	730,078	54.79
Vested	(442,386)	36.60
Forfeited	(59,020)	48.22
Outstanding at December 31, 2025	1,771,372	$ 52.49

Sunoco Cash Restricted Units. Beginning in 2024, the Partnership also granted cash restricted units, which vest through three years of service. A cash restricted unit entitles the award recipient to receive cash equal to the market value of one Sunoco common unit upon vesting. For the years ended December 31, 2025 and 2024, the Partnership granted a total of 217,432 and 134,225 cash restricted units, respectively. As of December 31, 2025, the Partnership had outstanding grants of cash restricted units totaling 303,179.

SunocoCorp Long-Term Incentive Plan

SunocoCorp has established a long-term incentive plan, under which equity awards have been granted to its non-employee directors, as well as certain of the Partnership's international employees. Compensation expense associated with grants to Partnership employees will be recognized by the Partnership over the vesting period.

SunocoCorp Phantom Units. As of December 31, 2025, SunocoCorp had granted 183,813 phantom units, which have similar vesting provisions to those issued by the Partnership, as discussed above. The fair value of these units is the market price of SunocoCorp common units on the grant date, and is amortized over the vesting period using the straight-line method. Total unrecognized compensation expenses related to SunocoCorp unvested phantom units totaled $9 million as of December 31, 2025, which are expected to be recognized over a weighted average period of 3.8 years. The fair value of unvested phantom units outstanding as of December 31, 2025 totaled $9 million.

Phantom unit award activity for the year ended December 31, 2025 consisted of the following:

	Number of Phantom Common Units	Weighted Average Grant Date Fair Value
Outstanding at January 1, 2025	—	$ —
Granted	183,813	51.24
Vested	—	—
Forfeited	—	—
Outstanding at December 31, 2025	183,813	$ 51.24

Cash Restricted Units. In December 2025, SunocoCorp issued 61,171 cash restricted units under its long-term incentive plan to the Partnership's international employees who contributed to the Partnership's international operations. The compensation expense associated with these awards will be recognized by the Partnership over the vesting period of three years.

22. Segment Reporting

Description of Segments

Our consolidated financial statements reflect four reportable segments: Fuel Distribution, Pipeline Systems, Terminals, and Refinery.

Fuel Distribution. Our Fuel Distribution segment supplies motor fuel to independently-operated dealer stations, distributors, commission agents and other consumers. Also included in our Fuel Distribution segment is lease income from properties that we lease or sublease, as well as the Partnership's credit card services, franchise royalties and retail operations in North America and the Greater Caribbean.

Pipeline Systems. Our Pipeline Systems segment includes an integrated pipeline and terminal network comprised of approximately 6,000 miles of refined product pipeline (including the pipeline of J.C. Nolan), approximately 6,000 miles of crude oil pipeline (including the pipelines of ET-S Permian), approximately 2,000 miles of ammonia pipeline and 69 terminals.

Terminals. Our Terminals segment is composed of four transmix processing facilities and 83 terminals (two in Europe, six in Hawaii, nine in Canada, 13 in the Greater Caribbean and 53 in the continental United States).

Refinery. Our Refinery segment is composed of the Burnaby Refinery, which was acquired in the Parkland Acquisition, with an operational capacity of approximately 55,000 barrels per day. The refinery consumes primarily sweet conventional crude oil and sweet synthetic crude oil to produce gasoline, diesel and jet fuel among other products. The refinery meets federal and provincial regulations for lower carbon intensity transportation fuels through a combination of co-processing of bio feedstocks (i.e. canola oil, tallow, tall oil and others) and blending of low-carbon intensity fuels such as bio-diesel, renewable diesel, ethanol and others. Fuel from the refinery is sold primarily through Sunoco-owned retail network in British Columbia ("BC"), directly to Vancouver International Airport, and to commercial and cardlock customers.

Segment Operating Results

The Partnership evaluates performance and allocates resources for all of its reportable segments based on Segment Adjusted EBITDA.

The Partnership's chief operating decision maker ("CODM") is its chief operating officer. The CODM uses Segment Adjusted EBITDA to allocate resources (including employees, property, and financial or capital resources) for each segment predominantly in the annual budget and forecasting process. The CODM considers forecast-to-actual variances on a monthly basis when making decisions about allocating capital and personnel to the segments. The CODM also uses Segment Adjusted EBITDA to assess the performance for each segment and in the compensation of certain employees. Assets by segment are not a measure used to assess our performance by the CODM and thus are not reported in our disclosures.

The Partnership's reportable segments are business units that offer different products and services. The reportable segments are each managed separately because they provide different services and products.

We report Adjusted EBITDA by segment as a measure of segment performance. We define Adjusted EBITDA as net income before net interest expense, income tax expense, depreciation, amortization and accretion expense, non-cash compensation expense, gains and losses on disposal of assets and impairment charges, unrealized gains and losses on commodity derivatives, inventory adjustments, certain foreign currency transaction gains and losses and certain other operating expenses reflected in net income that we do not believe are indicative of ongoing core operations. Inventory valuation adjustments that are excluded from the calculation of Adjusted EBITDA represent changes in lower of cost or market reserves on the Partnership's inventory. These amounts are unrealized valuation adjustments applied to fuel volumes remaining in inventory at the end of the period.

The following tables present financial information by segment for the years ended December 31, 2025, 2024 and 2023.

	Year Ended December 31,		
	2025	2024	2023
Revenues:			
Fuel Distribution			
Revenues from external customers	$ 23,862	$ 21,781	$ 22,955
Intersegment revenues	71	41	31
	23,933	21,822	22,986
Pipeline Systems			
Revenues from external customers	729	562	1
Intersegment revenues	22	3	—
	751	565	1
Terminals			
Revenues from external customers	433	350	112
Intersegment revenues	971	985	373
	1,404	1,335	485
Refinery			
Revenues from external customers	177	—	—
Intersegment revenues	297	—	—
	474	—	—
Eliminations	(1,361)	(1,029)	(404)
Total	$ 25,201	$ 22,693	$ 23,068

	Year Ended December 31,		
	2025	2024	2023
Cost of sales:			
Fuel Distribution	$ 22,419	$ 20,635	$ 21,761
Pipeline Systems	13	30	(2)
Terminals	904	959	348
Refinery	434	—	—
Eliminations	(1,361)	(1,029)	(404)
Total	$ 22,409	$ 20,595	$ 21,703

	Year Ended December 31,		
	2025	2024	2023
Operating and lease expenses, excluding non-cash unit-based compensation:			
Fuel Distribution	$ 492	$ 325	$ 350
Pipeline Systems	196	136	2
Terminals	181	150	67
Refinery	5	—	—
Total	$ 874	$ 611	$ 419

	Year Ended December 31,		
	2025	2024	2023
General and administrative expenses, excluding non-cash unit-based compensation:			
Fuel Distribution	$ 206	$ 88	$ 113
Pipeline Systems	42	123	—
Terminals	33	55	1
Refinery	1	—	—
Total	$ 282	$ 266	$ 114

	Year Ended December 31,		
	2025	2024	2023
Other[1]:			
Fuel Distribution	$ (174)	$ (134)	$ (103)
Pipeline Systems	(218)	(101)	(10)
Terminals	(13)	(1)	(19)
Refinery	(6)	—	—
Total	$ (411)	$ (236)	$ (132)

[1] Other by segment includes Adjusted EBITDA from unconsolidated affiliates, unrealized gains and losses on commodity derivatives, inventory valuation adjustments and other less significant items, as applicable.

	Year Ended December 31,		
	2025	2024	2023
Segment Adjusted EBITDA:			
Fuel Distribution	$ 990	$ 908	$ 865
Pipeline Systems	718	377	11
Terminals	299	172	88
Refinery	40	—	—
Total	$ 2,047	$ 1,457	$ 964

	Year Ended December 31,		
	2025	2024	2023
Reconciliation of net income to Adjusted EBITDA:			
Net income	$ 527	$ 874	$ 394
Depreciation, amortization and accretion	688	368	187
Interest expense, net	541	391	217
Non-cash unit-based compensation expense	19	17	17
(Gain) loss on disposal of assets and impairment charges	(6)	45	(7)
Loss on extinguishment of debt	31	2	—
Unrealized (gains) losses on commodity derivatives	(11)	12	(21)
Inventory valuation adjustments	156	86	114
Equity in earnings of unconsolidated affiliates	(143)	(60)	(5)
Adjusted EBITDA related to unconsolidated affiliates	221	101	10
Gain on West Texas Sale	—	(586)	—
Other non-cash adjustments	(38)	32	22
Income tax expense	62	175	36
Adjusted EBITDA (consolidated)	$ 2,047	$ 1,457	$ 964

Additions to property, plant and equipment (excluding acquisitions) by reportable segment were as follows:

	Year Ended December 31,		
	2025	2024	2023
Fuel Distribution	$ 339	$ 231	$ 182
Pipeline Systems	87	44	5
Terminals	124	69	28
Refinery	27	—	—
Total	$ 577	$ 344	$ 215

The following table shows total revenues by geographic area:

	Year Ended December 31,		
	2025	2024	2023
United States	$ 22,495	$ 22,649	$ 23,068
Canada	1,703	—	—
Foreign	1,003	44	—
Total	$ 25,201	$ 22,693	$ 23,068

The following table shows long-lived assets by geographic area:

	December 31, 2025	December 31, 2024
United States	$ 9,053	$ 7,907
Canada	4,268	—
Foreign	1,536	244
Total	$ 14,857	$ 8,151

23. Net Income per Common Unit

Net income per common unit is computed by dividing common unitholders' interest in net income by the weighted average number of outstanding common units. Our net income is allocated to common unitholders in accordance with their respective partnership percentages, after giving effect to any priority income allocations for incentive distributions and distributions on employee unit awards. Earnings in excess of distributions are allocated to common unitholders based on their respective ownership interests. Payments made to our common unitholders are determined in relation to actual distributions declared and are not based on the net income allocations used in the calculation of net income per unit.

In addition to the common units, we identify the IDRs as participating securities and use the two-class method when calculating net income per unit applicable to limited partners, which is based on the weighted average number of common units outstanding during the period. Diluted net income per unit includes the effects of potentially dilutive units on our common units, consisting of unvested phantom units.

A reconciliation of the numerators and denominators of the basic and diluted per unit computations is as follows:

	Year Ended December 31,		
	2025	2024	2023
Net income	$ 527	$ 874	$ 394
Less:			
Net income attributable to noncontrolling interests	—	8	—
Incentive distribution rights	182	145	77
Distributions on unvested phantom unit awards	7	5	6
Preferred unitholders' interest in net income	34	—	—
Class D unitholder's interest in net income	(9)	—	—
Common unitholders' interest in net income	$ 313	$ 716	$ 311
Weighted average common units outstanding:			
Basic	136,492,204	118,529,390	84,081,083
Dilutive effect of unvested phantom unit awards	706,014	812,648	1,012,414
Diluted	137,198,218	119,342,038	85,093,497
Net income per common unit:			
Basic	$ 2.29	$ 6.04	$ 3.70
Diluted	$ 2.28	$ 6.00	$ 3.65

EXHIBIT E

RESERVED

EXHIBIT F

CURRENT AND FORMER AREA REPRESENTATIVES

Current Area Representatives

Names of all current area representatives (as of the end of our last fiscal year) and the address and telephone number of each of their APLUS Store(s):

None

Note: We did not have any area representatives at the close of our last fiscal year.

Former Area Representatives

Area Representatives who were terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under their Area Representative Agreement as of December 31, 2023, or who have not communicated with us within the last 10 weeks.

None

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The California Corporations Code, Section 31125, requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

The Area Rep Agreement contains provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

Item 3 of the disclosure document is supplemented by the following:

Neither the franchisor nor any person identified in Item 2 of the disclosure document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a et. seq., suspending or expelling such persons from membership in such association or exchange.

Item 17 of the disclosure document is supplemented by the following:

California Business and Professions Code, Sections 20000 through 20043 provides rights to the franchisee concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The Area Rep Agreement contains a covenant not to compete that extends beyond expiration or termination of the agreement. This provision may not be enforceable under California law.

The Area Rep Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

The Area Rep Agreement provides for mediation and/or arbitration for certain disputes. The mediation and/or arbitration will occur at a location within 10 miles of our then current address (currently Dallas, Texas). This provision may not be enforceable under California law.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil

Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF ILLINOIS

Item 17 is supplemented by the following:

Section 705/4 of the Illinois Franchise Disclosure Act of 1987 (the "Illinois Franchise Disclosure Act") provides that any provision in the Area Representative Agreement and Development Agreement that designates venue outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois; however, the Agreement may provide for arbitration in a forum outside of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Illinois law shall apply to and govern the Area Representative Agreement and Development Agreement.

The conditions under which your franchise can be terminated and your rights on renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

FOR THE STATE OF MARYLAND

1. Item 17 of the disclosure document is supplemented as follows:

   The Area Representative Agreement and Development Agreement provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

   Any provisions requiring you to sign a general release of claims against us, including upon renewal, transfer or any amendment of the Area Representative Agreement and Development Agreement, does not release any claim you may have under the Maryland Franchise Registration and Disclosure Law.

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

   You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

   Nothing in the General Release shall operate to release us from any liability under the Maryland Franchise Registration and Disclosure Law.

2. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i)

waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF MINNESOTA

1. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c) (Requirements for franchisee to renew or extend) and Item 17(m) (Conditions for our approval of transfer by franchisee):

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22.

2. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(f) (Termination by franchisor with cause):

   Minnesota law provides a franchisee with certain termination and non-renewal rights. Minnesota Statutes Sec. 80C.14, Subs, 3,4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the applicable agreement.

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v) (Choice of forum):

   Minnesota Statute 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. Item 6 of the disclosure document is supplemented with the following:

   NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

FOR THE STATE OF NEW YORK

1. The following information is added to the Cover Page of the Franchise Disclosure document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES

NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY, THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises, under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of a or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of any franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion, or misappropriation of property, or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17 (m), entitled "**Conditions for franchisor approval of transfer**".

"However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York, and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied."

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**".

"You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**".

"The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York."

FOR THE STATE OF NORTH DAKOTA

1. The Securities Commissioner for the State of North Dakota has held that the provisions stated below in (a) through (h) are unfair, unjust, or inequitable to North Dakota Franchisees (Section 51-19-09, N.D.C.C.) and may be unenforceable under North Dakota Law:

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

(d) A provision requiring a choice of law contrary to the North Dakota Franchise Investment Law;

(e) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(f) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(g) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages; and

(h) A provision requiring the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the Franchise Agreement.

2. North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

3. The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF RHODE ISLAND

Section 19-28.1-14 of the Rhode Island Franchise Investment Act ("RIFIA") provides that any provision in the Area Representative Agreement and Development Agreement restricting jurisdiction or venue to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to claims otherwise enforceable under RIFIA.

FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document is supplemented by the following:

> "Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Area Representative Agreement and Development Agreement do not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

FOR THE STATE OF WISCONSIN

Item 17 of the disclosure document is supplemented by the following:

For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Area Representative Agreement and Development Agreement or a related contract.

EXHIBIT H

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
Virginia	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the Area Representative Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If SUNOCO RETAIL LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If SUNOCO RETAIL LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
	8111 Westchester Drive, Ste 600, Dallas, TX 75225	

Issuance Date: April 28, 2026

I received a disclosure document dated April 28, 2026, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Area Representative Agreement with Attachments
C. Form of General Release
D. Financial Statements
E. Reserved
F. Current and Former Area Representatives
G. State Addenda to Disclosure Document
H. State Addenda to Area Representative Agreements
I. State Effective Dates
J. Receipts

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy For Your Records

RECEIPT

This disclosure document summarizes certain provisions of the Area Representative Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If SUNOCO RETAIL LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If SUNOCO RETAIL LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

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H. State Addenda to Area Representative Agreements
I. State Effective Dates
J. Receipts

Signature: _____
Print Name: _____
Date Received: _____

Please return the signed receipt by signing, dating, and mailing to:
SUNOCO RETAIL LLC - 8111 Westchester Drive, Ste 600, Dallas, TX 75225