

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

**FORM 8-K**

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

**Date of Report (date of earliest event reported): May 31, 2024**

**NuStar Energy L.P.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**001-16417**  
(Commission  
File Number)

**74-2956831**  
(IRS Employer  
Identification No.)

**8111 Westchester Drive, Suite 400**  
**Dallas, Texas 75225**  
(Address of principal executive office) (Zip Code)

**(214) 981-0700**  
(Registrant's telephone number, including area code)

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

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

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
8.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	NSprA	New York Stock Exchange
7.625% Series B Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	NSprB	New York Stock Exchange
9.00% Series C Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	NSprC	New York Stock Exchange

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

Emerging growth company

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

## Introductory Note

On May 3, 2024, NuStar Energy L.P., a Delaware limited partnership (“NuStar”), completed the previously announced transactions contemplated by the Agreement and Plan of Merger, dated January 22, 2024, by and among NuStar, Sunoco LP, a Delaware limited partnership (“Sunoco”), Saturn Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of Sunoco (“Merger Sub”), Riverwalk Logistics, L.P., a Delaware limited partnership (“Riverwalk”) and sole general partner of NuStar, NuStar GP, LLC, a Delaware limited liability company and the sole general partner of Riverwalk and Sunoco GP LLC, a Delaware limited liability company and sole general partner of Sunoco, pursuant to which Merger Sub merged with and into NuStar (the “Merger”), with NuStar surviving the Merger as the surviving entity and a subsidiary of Sunoco.

### **Item 1.01 Entry into a Material Definitive Agreement.**

#### *NuStar Eleventh Supplemental Indenture*

On May 31, 2024, in connection with the consummation of the Merger, NuStar, NuStar Logistics, L.P., a Delaware limited partnership (“NuStar Logistics”), NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership (“NuStar Operating”), as affiliate guarantor, Sunoco, as the ultimate parent guarantor, certain of Sunoco’s subsidiaries, as the guaranteeing subsidiaries, and Computershare Trust Company, N.A., as trustee, entered into an Eleventh Supplemental Indenture (the “Eleventh Supplemental Indenture”), which amended and supplemented the Indenture, dated as of July 15, 2002 (the “Base Indenture”), as amended and supplemented by the Third Supplemental Indenture, dated as of July 1, 2005 (the “Third Supplemental Indenture”), by and among NuStar Logistics, NuStar, NuStar Operating and The Bank of New York Trust Company, N.A., as trustee, as further amended and supplemented by the Eighth Supplemental Indenture, dated as of April 28, 2017 (the “Eighth Supplemental Indenture”), by and among NuStar Logistics, NuStar, NuStar Operating and Wells Fargo Bank, National Association, as trustee, governing NuStar Logistics’ 5.625% Senior Notes due 2027 (the “2027 Notes”), as further amended and supplemented by the Ninth Supplemental Indenture, dated as of May 22, 2019 (the “Ninth Supplemental Indenture”), by and among NuStar Logistics, NuStar, NuStar Operating and Wells Fargo Bank, National Association, as trustee, governing NuStar Logistics’ 6.00% Senior Notes due 2026 (the “2026 Notes”), as further amended and supplemented by the Tenth Supplemental Indenture, dated as of September 14, 2020 (the “Tenth Supplemental Indenture”), by and among NuStar Logistics, NuStar, NuStar Operating and Wells Fargo Bank, National Association, as trustee, governing NuStar Logistics’ 6.750% Senior Notes due 2025 (the “2025 Notes”) and 6.375% Senior Notes due 2030 (the “2030 Notes”) and, collectively with the 2027 Notes, the 2026 Notes and the 2025 Notes, the “NuStar Senior Notes”), to add Sunoco and certain of its subsidiaries as guarantors to fully and unconditionally guarantee each respective series of outstanding NuStar Senior Notes.

The foregoing descriptions do not purport to be complete and are qualified in their entirety by reference to the full text of the (i) Base Indenture, which is filed as Exhibit 4.1 and incorporated in this Item 1.01 by reference, (ii) Third Supplemental Indenture, which is filed as Exhibit 4.2 and incorporated in this Item 1.01 by reference, (iii) Eighth Supplemental Indenture, which is filed as Exhibit 4.3 and incorporated in this Item 1.01 by reference, (iv) Ninth Supplemental Indenture, which is filed as Exhibit 4.4 and incorporated in this Item 1.01 by reference, (v) Tenth Supplemental Indenture, which is filed as Exhibit 4.5 and incorporated in this Item 1.01 by reference, and (vi) Eleventh Supplemental Indenture, which is filed as Exhibit 4.6 and incorporated in this Item 1.01 by reference.

#### *Sunoco Supplemental Indentures*

Also on May 31, 2024, in connection with the consummation of the Merger, Sunoco, Sunoco Finance Corp., a Delaware corporation (“Sunoco Finance Corp.”) and, together with Sunoco, the “Sunoco Issuers”), certain of Sunoco’s subsidiaries and U.S. Bank National Association, as trustee (the “Sunoco Trustee”), entered into (i) a Supplemental Indenture (the “2018 Second Supplemental Indenture”), which amended and supplemented the Indenture, dated as of January 23, 2018 (as supplemented from time to time, the “2018 Indenture”), among the Sunoco Issuers, the guarantors party thereto and the Sunoco Trustee governing the Sunoco Issuers’ 5.500% Senior Notes due 2026 and 5.875% Senior Notes due 2028, as amended and supplemented by the First Supplemental Indenture, dated as of January 24, 2019 (the “2018 First Supplemental Indenture”), (ii) a Supplemental Indenture (the “2019 Supplemental Indenture”), which amended and supplemented the Indenture, dated as of March 14, 2019 (the “2019 Indenture”), among the Sunoco Issuers, the guarantors party thereto and the Sunoco Trustee governing the Sunoco Issuers’

6.000% Senior Notes due 2027, (iii) a Supplemental Indenture (the “2020 Supplemental Indenture”), which amended and supplemented the Indenture, dated as of November 24, 2020 (the “2020 Indenture”), among the Sunoco Issuers, the guarantors party thereto and the Sunoco Trustee governing the Sunoco Issuers’ 4.500% Senior Notes due 2029, (iv) a Supplemental Indenture (the “2021 Supplemental Indenture”), which amended and supplemented the Indenture, dated as of October 20, 2021 (the “2021 Indenture”), among the Sunoco Issuers, the guarantors party thereto and the Sunoco Trustee governing the Sunoco Issuers’ 4.500% Senior Notes due 2030, (v) a Supplemental Indenture (the “2023 Supplemental Indenture”), which amended and supplemented the Indenture, dated as of September 20, 2023 (the “2023 Indenture”), among the Sunoco Issuers, the guarantors party thereto and the Sunoco Trustee governing the Sunoco Issuers’ 7.000% Senior Notes due 2028, and (vi) a Supplemental Indenture (the “2024 Supplemental Indenture” and collectively with the 2018 Second Supplemental Indenture, 2019 Supplemental Indenture, 2020 Supplemental Indenture, 2021 Supplemental Indenture and 2023 Supplemental Indenture, the “Sunoco Supplemental Indentures”), which amended and supplemented the Indenture, dated as of April 30, 2024 (the “2024 Indenture”), among Sunoco, the guarantors party thereto and the Sunoco Trustee governing Sunoco’s 7.000% Senior Notes due 2029 and 7.250% Senior Notes due 2032, in each case, to add certain subsidiaries of Sunoco as guarantors to fully and unconditionally guarantee each respective series of outstanding Senior Notes.

The foregoing descriptions of the Sunoco Supplemental Indentures do not purport to be complete and are qualified in their entirety by reference to the full text of the (i) 2018 Indenture, which is filed as Exhibit 4.7 and incorporated in this Item 1.01 by reference, (ii) 2018 First Supplemental Indenture, which is filed as Exhibit 4.8 and incorporated in this Item 1.01 by reference, (iii) 2018 Second Supplemental Indenture, which is filed as Exhibit 4.9 and incorporated in this Item 1.01 by reference, (iv) 2019 Indenture, which is filed as Exhibit 4.10 and incorporated in this Item 1.01 by reference, (v) 2019 Supplemental Indenture, which is filed as Exhibit 4.11 and incorporated in this Item 1.01 by reference, (vi) 2020 Indenture, which is filed as Exhibit 4.12 and incorporated in this Item 1.01 by reference, (vii) 2020 Supplemental Indenture, which is filed as Exhibit 4.13 and incorporated in this Item 1.01 by reference, (viii) 2021 Indenture, which is filed as Exhibit 4.14 and incorporated in this Item 1.01 by reference, (ix) 2021 Supplemental Indenture, which is filed as Exhibit 4.15 and incorporated in this Item 1.01 by reference, (x) 2023 Indenture, which is filed as Exhibit 4.16 and incorporated in this Item 1.01 by reference, (xi) 2023 Supplemental Indenture, which is filed as Exhibit 4.17 and incorporated in this Item 1.01 by reference, (xii) 2024 Indenture, which is filed as Exhibit 4.18 and incorporated in this Item 1.01 by reference, and (xiii) 2024 Supplemental Indenture, which is filed as Exhibit 4.19 and incorporated in this Item 1.01 by reference.

**Item 2.03      Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 is incorporated into this Item 2.03 by reference.

**Item 3.01      Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

On June 3, 2024, in connection with the Merger, (A) NuStar completed the redemption of all of its outstanding units of (i) 8.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units representing limited partner interests in NuStar (the “Series A Preferred Units”), (ii) 7.625% Series B Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units representing limited partner interests in NuStar (the “Series B Preferred Units”) and (iii) 9.00% Series C Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (the “Series C Preferred Units,” and, together with the Series A Preferred Units and Series B Preferred Units, the “Preferred Units”) and (B) NuStar Logistics completed its redemption of all of its outstanding 7.625% Fixed-to-Floating Rate Subordinated Notes due 2043 (the “Subordinated Notes”).

The New York Stock Exchange filed a Form 25 with the Securities and Exchange Commission (the “SEC”), pursuant to Rule 12d2-2(a)(1) under the Exchange Act with respect to the delisting of the Preferred Units and the Subordinated Notes on June 3, 2024. In addition, NuStar intends to file with the SEC a Form 15 requesting that the reporting obligations of NuStar with respect to the Preferred Units under Section 13(a) and 15(d) of the Exchange Act be suspended.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in the Introductory Note and Item 3.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#"><u>Indenture, dated as of July 15, 2002, among Valero Logistics Operations, L.P., as Issuer, Valero L.P., as Guarantor, and The Bank of New York, as Trustee, relating to Senior Debt Securities (incorporated by reference to Exhibit 4.1 of the current report on Form 8-K (File Number 001-16417) filed by the registrant on July 15, 2022).</u></a>
4.2	<a href="#"><u>Third Supplemental Indenture, dated as of July 1, 2005, to Indenture dated as of July 15, 2002, as amended and supplemented, among Valero Logistics Operations, L.P., Valero L.P., Kaneb Pipe Line Operating Partnership, L.P., and The Bank of New York Trust Company, N.A. (incorporated by reference to Exhibit 4.02 of the quarterly report on Form 10-Q for the quarter ended June 30, 2005 (File Number 001-16417)).</u></a>
4.3	<a href="#"><u>Eighth Supplemental Indenture, dated as of April 28, 2017, among NuStar Logistics, L.P., as Issuer, NuStar Energy L.P., as Guarantor, NuStar Pipeline Operating Partnership L.P., as Affiliate Guarantor, and Wells Fargo Bank, National Association, as Successor Trustee (incorporated by reference to Exhibit 4.4 of the current report on Form 8-K (File Number 001-16417) filed by the registrant on April 28, 2017).</u></a>
4.4	<a href="#"><u>Ninth Supplemental Indenture, dated as of May 22, 2019, among NuStar Logistics, L.P., as Issuer, NuStar Energy L.P., as Guarantor, NuStar Pipeline Operating Partnership L.P., as Affiliate Guarantor, and Wells Fargo Bank, National Association, as Successor Trustee (incorporated by reference to Exhibit 4.3 of the current report on Form 8-K (File Number 001-16417) filed by the registrant on May 22, 2019).</u></a>
4.5	<a href="#"><u>Tenth Supplemental Indenture, dated as of September 14, 2020, among NuStar Logistics, L.P., as Issuer, NuStar Energy L.P., as Guarantor, NuStar Pipeline Operating Partnership L.P., as Affiliate Guarantor, and Wells Fargo Bank, National Association, as Successor Trustee (incorporated by reference to Exhibit 4.3 of the current report on Form 8-K (File Number 001-16417) filed by the registrant on September 14, 2020).</u></a>
4.6	<a href="#"><u>Eleventh Supplemental Indenture, dated as of May 31, 2024, among NuStar Logistics, L.P., as Issuer, NuStar Energy L.P., as Guarantor, NuStar Pipeline Operating Partnership L.P., as Affiliate Guarantor, Sunoco LP, as Ultimate Parent Guarantor, the Guarantors party thereto and Computershare Trust Company, N.A., as Trustee.</u></a>
4.7	<a href="#"><u>Indenture, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee, dated January 23, 2018 (incorporated by reference to Exhibit 4.1 of the current report on Form 8-K (File Number 001-35653) filed by Sunoco LP on January 29, 2018).</u></a>
4.8	<a href="#"><u>First Supplemental Indenture, dated as of January 24, 2019, by and among Sunoco LP, Sunoco Finance Corp., the subsidiary guarantors party thereto and AMID Refined Products LLC, AMID Caddo LLC, AMID NLR LLC, as guarantors, and U.S. Bank, N.A., as trustee (Incorporated by reference to Exhibit 4.4 of the annual report on Form 10-K (File Number 001-35653) filed by Sunoco LP on February 22, 2019).</u></a>
4.9	<a href="#"><u>Second Supplemental Indenture, dated as of May 31, 2024, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee.</u></a>

- 4.10 [Indenture, dated as of March 14, 2019, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee \(incorporated by reference to Exhibit 4.1 of the current report on Form 8-K \(File Number 001-35653\) filed by Sunoco LP on March 14, 2019\).](#)
- 4.11 [First Supplemental Indenture, dated as of May 31, 2024, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee.](#)
- 4.12 [Indenture, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee, dated November 24, 2020 \(incorporated by reference to Exhibit 4.1 of the current report on Form 8-K \(File Number 001-35653\) filed by Sunoco LP on November 24, 2020\).](#)
- 4.13 [First Supplemental Indenture, dated as of May 31, 2024, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee.](#)
- 4.14 [Indenture, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee, dated October 20, 2021 \(incorporated by reference to Exhibit 4.1 of the current report on Form 8-K \(File Number 001-35653\) filed by Sunoco LP on October 20, 2021\).](#)
- 4.15 [First Supplemental Indenture, dated as of May 31, 2024, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee.](#)
- 4.16 [Indenture, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank Trust Company, National Association, as Trustee, dated September 20, 2023 \(incorporated by reference to Exhibit 4.1 of the current report on Form 8-K \(File Number 001-35653\) filed by Sunoco LP on September 20, 2023\).](#)
- 4.17 [First Supplemental Indenture, dated as of May 31, 2024, by and among Sunoco LP, Sunoco Finance Corp., the Guarantors party thereto and U.S. Bank National Association, as Trustee.](#)
- 4.18 [Indenture, dated as of April 30, 2024, by and among Sunoco LP, the Guarantors party thereto and U.S. Bank Trust Company, National Association, as Trustee \(incorporated by reference to Exhibit 4.1 of the current report on Form 8-K \(File Number 001-35653\) filed by Sunoco LP on April 30, 2024\).](#)
- 4.19 [First Supplemental Indenture, dated as of May 31, 2024, by and among Sunoco LP, the Guarantors party thereto and U.S. Bank National Association, as Trustee.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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

**NUSTAR ENERGY L.P.**

**By: Riverwalk Logistics, L.P., its General Partner**

**By: NuStar GP, LLC, its General Partner**

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

Date: June 5, 2024

**NUSTAR LOGISTICS, L.P.,**  
Issuer

**NUSTAR ENERGY L.P.,**  
Guarantor

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.,**  
Affiliate Guarantor

**SUNOCO LP,**  
Ultimate Parent Guarantor

**EACH OF THE GUARANTEEING SUBSIDIARIES PARTY HERETO,**  
Guaranteeing Subsidiaries

and

**COMPUTERSHARE TRUST COMPANY, N. A.,**  
Trustee

**ELEVENTH SUPPLEMENTAL INDENTURE**

Dated as of May 31, 2024

to

**INDENTURE**

Dated as of July 15, 2002

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5.750% Senior Notes due 2025  
6.00% Senior Notes due 2026  
5.625% Senior Notes due 2027  
6.375% Senior Notes due 2030

This ELEVENTH SUPPLEMENTAL INDENTURE, dated as of May 31, 2024 (this “Supplemental Indenture”), among NuStar Logistics, L.P. (formerly known as Valero Logistics Operations, L.P.), a Delaware limited partnership having its principal office at 19003 IH-10 West, San Antonio, Texas 78257 (the “Partnership”), NuStar Energy L.P. (formerly known as Valero L.P.), a Delaware limited partnership (the “Guarantor”), NuStar Pipeline Operating Partnership L.P. (formerly known as Kaneb Pipe Line Operating Partnership, L.P.), a Delaware limited partnership and an Affiliate of the Partnership (the “Affiliate Guarantor”), Sunoco LP, a Delaware limited partnership (“Sunoco” or the “Ultimate Parent Guarantor”), the Guaranteeing Subsidiaries (as defined herein), and Computershare Trust Company, N.A. (as successor-in-interest to Wells Fargo Bank, National Association), as trustee (the “Trustee”). This Supplemental Indenture amends and supplements the Original Indenture (as defined below), as previously amended and supplemented to date. The Original Indenture, as amended and supplemented to date and as further amended and supplemented pursuant to this Supplemental Indenture, is referred to herein as the “Indenture”.

#### RECITALS OF THE PARTNERSHIP

WHEREAS, the Partnership, the Guarantor and The Bank of New York, a New York banking corporation, as trustee, have heretofore executed and delivered the Indenture, dated as of July 15, 2002 (the “Original Indenture”), providing for the issuance from time to time of one or more series of the Partnership’s Securities (as defined in the Original Indenture), each to be guaranteed by the Guarantor and the terms of which are to be determined as set forth in Section 301 of the Original Indenture.

WHEREAS, the Partnership, the Guarantor, the Affiliate Guarantor and Wells Fargo Bank, National Association, as successor trustee to The Bank of New York, a New York banking corporation, have executed and delivered the Third Supplemental Indenture, dated as of July 1, 2005, amending and supplementing the Original Indenture and providing for an unconditional guarantee by the Affiliate Guarantor of the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Original Indenture and the Securities by the Partnership.

WHEREAS, (i) the “5.75% Senior Notes due 2025” (the “2025 Notes”), (ii) the “6.00% Senior Notes due 2026” (the “2026 Notes”); (iii) the “5.625% Senior Notes due 2027” (the “2027 Notes”); and (iv) the “6.375% Senior Notes due 2030” (the “2030 Notes” and, collectively with the 2025 Notes, the 2026 Notes and the 2027 Notes, the “Notes”) have each been issued under the Indenture, and are outstanding as of the date of this Supplemental Indenture;

WHEREAS, Section 901 of the Original Indenture provides, among other things, that the Partnership, the Guarantor, the Affiliate Guarantor and the Trustee may enter into indentures supplemental to the Original Indenture for, among other things, the purpose of making any other provisions with respect to matters or questions arising under the Indenture which shall not adversely affect the interests of the Holders of Securities of any series in any material respect.

WHEREAS, the Partnership desires for Sunoco and certain of its subsidiaries (the “Guaranteeing Subsidiaries”) to each become an additional “Guarantor” under the Indenture;



WHEREAS, each of the Partnership, the Guarantor, the Affiliate Guarantor, Sunoco and the Guaranteeing Subsidiaries desires that Sunoco and each of the Guaranteeing Subsidiaries execute and deliver to the Trustee this Supplemental Indenture pursuant to which Sunoco and each of the Guaranteeing Subsidiaries shall guarantee the payment of each series of Notes.

Pursuant to Section 901 of the Original Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, this Supplemental Indenture Witnesseth:

That in consideration of the premises and the issuance of the Notes, the Partnership, the Guarantor, the Affiliate Guarantor, Sunoco, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree, for the equal and proportionate benefit of all Holders of the Notes, as follows:

## **ARTICLE I AMENDMENTS TO THE INDENTURE**

Section 1.1 Definitions.

Section 101 of the Original Indenture is amended by inserting in its appropriate alphabetical position, the following definition:

“Additional Guarantor” shall mean each of Sunoco and the Guaranteeing Subsidiaries.

“Guaranteeing Subsidiaries” shall mean Aloha Petroleum LLC, a Delaware limited liability company, Aloha Petroleum, Ltd., a Hawaii corporation, Sunmarks, LLC, a Delaware limited liability company, Sunoco, LLC, a Delaware limited liability company, Sunoco Midstream LLC, a Delaware limited liability company, Sunoco Finance Corp., a Delaware corporation, Sunoco NLR LLC, a Delaware limited liability company, Sunoco Refined Products LLC, a Delaware limited liability company, and Sunoco Retail LLC, a Pennsylvania limited liability company, NuStar Permian Transportation and Storage, LLC, a Delaware limited liability company, NuStar Pipeline Partners L.P., a Delaware limited partnership, NuStar Permian Crude Logistics, LLC, a Delaware limited liability company, and NuStar Permian Holdings, LLC, a Delaware limited liability company.

“Sunoco” shall mean Sunoco LP, a Delaware limited partnership.

## **ARTICLE II THE GUARANTEES**

Section 2.1 From the date hereof, by executing this Supplemental Indenture, each of the Additional Guarantors shall become subject to the provisions of the Indenture as an additional “Guarantor” thereunder and hereby agrees to provide a Guarantee on the terms and subject to the conditions set forth in the Indenture.

**ARTICLE III  
MISCELLANEOUS**

Section 3.1 Execution as Supplemental Indenture. This Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture and, as provided in the Original Indenture, this Supplemental Indenture forms a part thereof. Except as herein expressly otherwise defined, the use of the terms and expressions herein is in accordance with the definitions, uses and constructions contained in the Original Indenture.

Section 3.2 Responsibility for Recitals, Etc. The statements herein and in the Notes (except in the Trustee's certificate of authentication) shall be taken as the statements of the Partnership, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Partnership of the Notes or of the proceeds thereof. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 3.3 Provisions Binding on Partnership's and Guarantor's Successors. All the covenants, stipulations, promises and agreements in this Supplemental Indenture contained by each of the Partnership, the Guarantor, the Affiliate Guarantor, Sunoco and each of the Guaranteeing Subsidiaries shall bind its respective successors and assigns regardless of whether so expressed.

Section 3.4 Governing Law. THIS SUPPLEMENTAL INDENTURE AND EACH NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3.5 Execution and Counterparts. This Supplemental Indenture may be executed with counterpart signature pages or in any number of counterparts, each of which shall be an original but such counterparts shall together constitute but one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Supplemental Indenture or in any other certificate, agreement or other document related to this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg"). The use of electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Section 3.6 Capitalized Terms. Capitalized terms not otherwise defined in this Supplemental Indenture shall have the respective meanings assigned to them in the Original Indenture.

Section 3.7 Waiver of Jury Trial. THE PARTNERSHIP, THE GUARANTOR, THE AFFILIATE GUARANTOR, SUNOCO AND EACH OF THE GUARANTEEING SUBSIDIARIES AND THE TRUSTEE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES, THE GUARANTEES THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.8 U.S.A. PATRIOT Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. PATRIOT Act, the Trustee is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Supplemental Indenture agree that they shall provide the Trustee with such information as it may reasonably request in order for the Trustee to satisfy the requirements of the U.S.A. PATRIOT Act.

Section 3.9 Limitations on Losses or Damages. The Trustee will not be responsible or liable for any punitive, special, indirect or consequential loss or damage of any kind whatsoever (including lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 3.10 Force Majeure. The Trustee will not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility under the Indenture or the Notes arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, (i) any act or provision of any present or future law or regulation or governmental authority, (ii) any act of God, (iii) natural disaster, (iv) war, (v) terrorism, (vi) civil unrest, (vii) accidents, (viii) labor dispute, (ix) disease, (x) epidemic or pandemic, (xi) quarantine, (xii) national emergency, (xiii) loss or malfunction of utility or computer software or hardware, (xiv) communications system failure, (xv) malware or ransomware, (xvi) unavailability of the Federal Reserve Bank wire or telex system or other wire or other funds transfer systems, or (xvii) unavailability of securities clearing system; , it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the U.S. banking industry to resume performance as soon as practicable under the circumstances.

*(The remainder of this page is intentionally blank.)*

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

**Sunoco:**

**SUNOCO LP**

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

*Eleventh Supplemental Indenture – Signature Page*

**Guaranteeing Subsidiaries:**

**ALOHA PETROLEUM LLC**

By: /s/ Brian A. Hand

Name: Brian A. Hand

Title: President

**ALOHA PETROLEUM, LTD.**

By: the Board of Directors

/s/ Robert S. Hood

Robert S. Hood

/s/ Brian A. Hand

Brian A. Hand

/s/ Edward S. Pak

Edward S. Pak

**SUNMARKS, LLC**

By: Sunoco Retail LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO, LLC**

By: Sunoco LP, its sole member

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO FINANCE CORP.**

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO NLR LLC  
SUNOCO MIDSTREAM LLC**

By: Sunoco Refined Products LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO REFINED PRODUCTS LLC  
SUNOCO RETAIL LLC**

By: Sunoco, LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**NUSTAR PERMIAN TRANSPORTATION AND  
STORAGE, LLC**

By: NuStar Permian Holdings, LLC, its sole member

By: NuStar Logistics, L.P., its sole member

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PIPELINE PARTNERS L.P.**

By: NuStar Pipeline Company, LLC, its general partner

By: LegacyStar Services, LLC, its sole member

By: NuStar Logistics, L.P., its sole member

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN CRUDE LOGISTICS, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN HOLDINGS, LLC**

By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Eleventh Supplemental Indenture – Signature Page*

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**Partnership:**

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Eleventh Supplemental Indenture – Signature Page*



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**Guarantor:**

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Eleventh Supplemental Indenture – Signature Page*

**Affiliate Guarantor:**

**NUSTAR PIPELINE OPERATING PARTNERSHIP  
L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Eleventh Supplemental Indenture – Signature Page*

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**COMPUTERSHARE TRUST COMPANY, N.A., as  
trustee**

By: /s/ Nancy Chouanard

Name: Nancy Chouanard

Title: Vice President

*Eleventh Supplemental Indenture – Signature Page*

This Supplemental Indenture (this “*Supplemental Indenture*”), dated as of May 31, 2024, is among NuStar Energy L.P., a Delaware limited partnership, NuStar Logistics, L.P., a Delaware limited partnership, NuStar Permian Transportation and Storage, LLC, a Delaware limited liability company, NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, NuStar Pipeline Partners L.P., a Delaware limited partnership, NuStar Permian Crude Logistics, LLC, a Delaware limited liability company, and NuStar Permian Holdings, LLC, a Delaware limited liability company (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), Sunoco LP, a Delaware limited partnership (“*Sunoco LP*”), and Sunoco Finance Corp. (“*Finance Corp.*” and, together with Sunoco LP, the “*Issuers*”), the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of January 23, 2018 providing for the issuance of their 5.500% Senior Notes due 2026 and 5.875% Senior Notes due 2028 (collectively, the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances a Guaranteing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteing Subsidiary shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Note Guarantee*”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each of the Guaranteing Subsidiaries hereby agrees to provide an unconditional guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.
3. No Recourse Against Others. No past, present or future director, officer, partner, member, employee, incorporator, manager or unit holder or other owner of Equity Interests of any of the Guaranteing Subsidiary, as such, shall have any liability for any obligations of the Issuers or any Guaranteing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.
4. NEW YORK LAW TO GOVERN. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto, and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

---

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuers.

*(Signature page follows.)*

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

**GUARANTEEING SUBSIDIARIES:**

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PERMIAN TRANSPORTATION AND STORAGE, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(5.500% Senior Notes due 2026, 5.875% Senior Notes due 2028)*

**NUSTAR PIPELINE PARTNERS L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN CRUDE LOGISTICS, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN HOLDINGS, LLC**

By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(5.500% Senior Notes due 2026, 5.875% Senior Notes due 2028)*

**ISSUERS:**

**SUNOCO LP**

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO FINANCE CORP.**

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

*Signature Page to Supplemental Indenture  
(5.500% Senior Notes due 2026, 5.875% Senior Notes due 2028)*



**GUARANTORS:**

**SUNOCO, LLC**

By: Sunoco LP, its sole member  
By: Sunoco GP LLC, its general partner

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

**SUNOCO REFINED PRODUCTS LLC  
SUNOCO RETAIL LLC**

By: Sunoco, LLC, its sole member

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

**ALOHA PETROLEUM LLC**

By: /s/ Brian A. Hand  
Name: Brian A. Hand  
Title: President

**ALOHA PETROLEUM, LTD.**

By: the Board of Directors

/s/ Robert S. Hood  
Robert S. Hood

/s/ Brian A. Hand  
Brian A. Hand

/s/ Edward S. Pak  
Edward S. Pak

**SUNMARKS, LLC**

By: Sunoco Retail LLC, its sole member

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

*Signature Page to Supplemental Indenture  
(5.500% Senior Notes due 2026, 5.875% Senior Notes due 2028)*

**SUNOCO NLR LLC**  
**SUNOCO MIDSTREAM LLC**

By: Sunoco Refined Products LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: Chief Executive Officer

*Signature Page to Supplemental Indenture*  
*(5.500% Senior Notes due 2026, 5.875% Senior Notes due 2028)*

**TRUSTEE:**

**U.S. BANK NATIONAL ASSOCIATION**, as Trustee

By: /s/ Michael K Herberger

Name: Michael K Herberger

Title: Vice President

*Signature Page to Supplemental Indenture  
(5.500% Senior Notes due 2026, 5.875% Senior Notes due 2028)*

This Supplemental Indenture (this “*Supplemental Indenture*”), dated as of May 31, 2024, is among NuStar Energy L.P., a Delaware limited partnership, NuStar Logistics, L.P., a Delaware limited partnership, NuStar Permian Transportation and Storage, LLC, a Delaware limited liability company, NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, NuStar Pipeline Partners L.P., a Delaware limited partnership, NuStar Permian Crude Logistics, LLC, a Delaware limited liability company, and NuStar Permian Holdings, LLC, a Delaware limited liability company (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), Sunoco LP, a Delaware limited partnership (“*Sunoco LP*”), and Sunoco Finance Corp. (“*Finance Corp.*” and, together with Sunoco LP, the “*Issuers*”), the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of March 14, 2019 providing for the issuance of their 6.000% Senior Notes due 2027 (collectively, the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances a Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Note Guarantee*”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.
3. No Recourse Against Others. No past, present or future director, officer, partner, member, employee, incorporator, manager or unit holder or other owner of Equity Interests of any of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Issuers or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.
4. NEW YORK LAW TO GOVERN. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto, and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

---

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuers.

*(Signature page follows.)*

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

**GUARANTEEING SUBSIDIARIES:**

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PERMIAN TRANSPORTATION AND STORAGE, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(6.000% Senior Notes due 2027)*

**NUSTAR PIPELINE PARTNERS L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN CRUDE LOGISTICS, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN HOLDINGS, LLC**

By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(6.000% Senior Notes due 2027)*

---

**ISSUERS:**

**SUNOCO LP**

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO FINANCE CORP.**

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

*Signature Page to Supplemental Indenture  
(6.000% Senior Notes due 2027)*



**GUARANTORS:**

**SUNOCO, LLC**

By: Sunoco LP, its sole member  
By: Sunoco GP LLC, its general partner

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

**SUNOCO REFINED PRODUCTS LLC  
SUNOCO RETAIL LLC**

By: Sunoco, LLC, its sole member

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

**ALOHA PETROLEUM LLC**

By: /s/ Brian A. Hand  
Name: Brian A. Hand  
Title: President

**ALOHA PETROLEUM, LTD.**

By: the Board of Directors

/s/ Robert S. Hood  
Robert S. Hood

/s/ Brian A. Hand  
Brian A. Hand

/s/ Edward S. Pak  
Edward S. Pak

**SUNMARKS, LLC**

By: Sunoco Retail LLC, its sole member

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

*Signature Page to Supplemental Indenture  
(6.000% Senior Notes due 2027)*

**SUNOCO NLR LLC**  
**SUNOCO MIDSTREAM LLC**

By: Sunoco Refined Products LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: Chief Executive Officer

*Signature Page to Supplemental Indenture  
(6.000% Senior Notes due 2027)*

**TRUSTEE:**

**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

By: /s/ Michael K Herberger

Name: Michael K Herberger

Title: Vice President

*Signature Page to Supplemental Indenture  
(6.000% Senior Notes due 2027)*

This Supplemental Indenture (this “*Supplemental Indenture*”), dated as of May 31, 2024, is among NuStar Energy L.P., a Delaware limited partnership, NuStar Logistics, L.P., a Delaware limited partnership, NuStar Permian Transportation and Storage, LLC, a Delaware limited liability company, NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, NuStar Pipeline Partners L.P., a Delaware limited partnership, NuStar Permian Crude Logistics, LLC, a Delaware limited liability company, and NuStar Permian Holdings, LLC, a Delaware limited liability company (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), Sunoco LP, a Delaware limited partnership (“*Sunoco LP*”), and Sunoco Finance Corp. (“*Finance Corp.*” and, together with Sunoco LP, the “*Issuers*”), the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of November 24, 2020 providing for the issuance of their 4.500% Senior Notes due 2029 (collectively, the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances a Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Note Guarantee*”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.
3. No Recourse Against Others. No past, present or future director, officer, partner, member, employee, incorporator, manager or unit holder or other owner of Equity Interests of any of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Issuers or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.
4. NEW YORK LAW TO GOVERN. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto, and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

---

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuers.

*(Signature page follows.)*

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

**GUARANTEEING SUBSIDIARIES:**

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PERMIAN TRANSPORTATION AND STORAGE, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2029)*

**NUSTAR PIPELINE PARTNERS L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN CRUDE LOGISTICS, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN HOLDINGS, LLC**

By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2029)*

**ISSUERS:**

**SUNOCO LP**

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO FINANCE CORP.**

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2029)*



**GUARANTORS:**

**SUNOCO, LLC**

By: Sunoco LP, its sole member  
By: Sunoco GP LLC, its general partner

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

**SUNOCO REFINED PRODUCTS LLC  
SUNOCO RETAIL LLC**

By: Sunoco, LLC, its sole member

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

**ALOHA PETROLEUM LLC**

By: /s/ Brian A. Hand  
Name: Brian A. Hand  
Title: President

**ALOHA PETROLEUM, LTD.**

By: the Board of Directors

/s/ Robert S. Hood  
Robert S. Hood

/s/ Brian A. Hand  
Brian A. Hand

/s/ Edward S. Pak  
Edward S. Pak

**SUNMARKS, LLC**

By: Sunoco Retail LLC, its sole member

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

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2029)*

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**SUNOCO NLR LLC**

**SUNOCO MIDSTREAM LLC**

By: Sunoco Refined Products LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: Chief Executive Officer

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2029)*

**TRUSTEE:**

**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

By: /s/ Michael K Herberger

Name: Michael K. Herberger

Title: Vice President

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2029)*

This Supplemental Indenture (this “*Supplemental Indenture*”), dated as of May 31, 2024, is among NuStar Energy L.P., a Delaware limited partnership, NuStar Logistics, L.P., a Delaware limited partnership, NuStar Permian Transportation and Storage, LLC, a Delaware limited liability company, NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, NuStar Pipeline Partners L.P., a Delaware limited partnership, NuStar Permian Crude Logistics, LLC, a Delaware limited liability company, and NuStar Permian Holdings, LLC, a Delaware limited liability company (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), Sunoco LP, a Delaware limited partnership (“*Sunoco LP*”), and Sunoco Finance Corp. (“*Finance Corp.*” and, together with Sunoco LP, the “*Issuers*”), the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of October 20, 2021 providing for the issuance of their 4.500% Senior Notes due 2030 (collectively, the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances a Guaranteing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteing Subsidiary shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Note Guarantee*”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each of the Guaranteing Subsidiaries hereby agrees to provide an unconditional guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.
3. No Recourse Against Others. No past, present or future director, officer, partner, member, employee, incorporator, manager or unit holder or other owner of Equity Interests of any of the Guaranteing Subsidiary, as such, shall have any liability for any obligations of the Issuers or any Guaranteing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.
4. NEW YORK LAW TO GOVERN. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto, and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

---

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuers.

*(Signature page follows.)*

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

**GUARANTEEING SUBSIDIARIES:**

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PERMIAN TRANSPORTATION AND STORAGE, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2030)*

**NUSTAR PIPELINE PARTNERS L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN CRUDE LOGISTICS, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN HOLDINGS, LLC**

By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2030)*

**ISSUERS:**

**SUNOCO LP**

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO FINANCE CORP.**

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2030)*



**GUARANTORS:**

**SUNOCO, LLC**

By: Sunoco LP, its sole member  
By: Sunoco GP LLC, its general partner

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

**SUNOCO REFINED PRODUCTS LLC  
SUNOCO RETAIL LLC**

By: Sunoco, LLC, its sole member

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

**ALOHA PETROLEUM LLC**

By: /s/ Brian A. Hand  
Name: Brian A. Hand  
Title: President

**ALOHA PETROLEUM, LTD.**

By: the Board of Directors

/s/ Robert S. Hood  
Robert S. Hood

/s/ Brian A. Hand  
Brian A. Hand

/s/ Edward S. Pak  
Edward S. Pak

**SUNMARKS, LLC**

By: Sunoco Retail LLC, its sole member

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

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2030)*

**SUNOCO NLR LLC**  
**SUNOCO MIDSTREAM LLC**

By: Sunoco Refined Products LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: Chief Executive Officer

*Signature Page to Supplemental Indenture*  
*(4.500% Senior Notes due 2030)*

**TRUSTEE:**

**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

By: /s/ Michael K Herberger

Name: Michael K. Herberger

Title: Vice President

*Signature Page to Supplemental Indenture  
(4.500% Senior Notes due 2030)*

This Supplemental Indenture (this “*Supplemental Indenture*”), dated as of May 31, 2024, is among NuStar Energy L.P., a Delaware limited partnership, NuStar Logistics, L.P., a Delaware limited partnership, NuStar Permian Transportation and Storage, LLC, a Delaware limited liability company, NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, NuStar Pipeline Partners L.P., a Delaware limited partnership, NuStar Permian Crude Logistics, LLC, a Delaware limited liability company, and NuStar Permian Holdings, LLC, a Delaware limited liability company (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), Sunoco LP, a Delaware limited partnership (“*Sunoco LP*”), and Sunoco Finance Corp. (“*Finance Corp.*” and, together with Sunoco LP, the “*Issuers*”), the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of September 20, 2023 providing for the issuance of their 7.000% Senior Notes due 2028 (collectively, the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances a Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Note Guarantee*”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.
3. No Recourse Against Others. No past, present or future director, officer, partner, member, employee, incorporator, manager or unit holder or other owner of Equity Interests of any of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Issuers or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.
4. NEW YORK LAW TO GOVERN. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto, and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

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7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuers.

*(Signature page follows.)*

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

**GUARANTEEING SUBSIDIARIES:**

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PERMIAN TRANSPORTATION AND STORAGE, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall  
Name: Dylan A. Bramhall  
Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2028)*

**NUSTAR PIPELINE PARTNERS L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN CRUDE LOGISTICS, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN HOLDINGS, LLC**

By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2028)*

**ISSUERS:**

**SUNOCO LP**

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO FINANCE CORP.**

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2028)*



**GUARANTORS:**

**SUNOCO, LLC**

By: Sunoco LP, its sole member  
By: Sunoco GP LLC, its general partner

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

**SUNOCO REFINED PRODUCTS LLC  
SUNOCO RETAIL LLC**

By: Sunoco, LLC, its sole member

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

**ALOHA PETROLEUM LLC**

By: /s/ Brian A. Hand  
Name: Brian A. Hand  
Title: President

**ALOHA PETROLEUM, LTD.**

By: the Board of Directors

/s/ Robert S. Hood  
Robert S. Hood

/s/ Brian A. Hand  
Brian A. Hand

/s/ Edward S. Pak  
Edward S. Pak

**SUNMARKS, LLC**

By: Sunoco Retail LLC, its sole member

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

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2028)*

**SUNOCO NLR LLC**  
**SUNOCO MIDSTREAM LLC**

By: Sunoco Refined Products LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: Chief Executive Officer

*Signature Page to Supplemental Indenture*  
*(7.000% Senior Notes due 2028)*

**TRUSTEE:**

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee**

By: /s/ Michael K Herberger

Name: Michael K. Herberger

Title: Vice President

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2028)*

This Supplemental Indenture (this “*Supplemental Indenture*”), dated as of May 31, 2024, is among NuStar Energy L.P., a Delaware limited partnership, NuStar Logistics, L.P., a Delaware limited partnership, NuStar Permian Transportation and Storage, LLC, a Delaware limited liability company, NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, NuStar Pipeline Partners L.P., a Delaware limited partnership, NuStar Permian Crude Logistics, LLC, a Delaware limited liability company, and NuStar Permian Holdings, LLC, a Delaware limited liability company (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), Sunoco LP, a Delaware limited partnership (the “*Issuer*”), the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank Trust Company, National Association, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of April 30, 2024 providing for the issuance of its (i) 7.000% Senior Notes due 2029 (the “*2029 Notes*”) and (ii) 7.250% Senior Notes due 2032 (the “*2032 Notes*” and, together with the 2029 Notes, the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances a Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Note Guarantee*”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.
3. No Recourse Against Others. No past, present or future director, officer, partner, member, employee, incorporator, manager or unit holder or other owner of Equity Interests of any of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Issuer or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.
4. NEW YORK LAW TO GOVERN. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.
5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto, and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

---

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuer.

*(Signature page follows.)*

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

**GUARANTEEING SUBSIDIARIES:**

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN TRANSPORTATION AND STORAGE, LLC**

By: NuStar Permian Holdings, LLC, its sole member

By: NuStar Logistics, L.P., its sole member

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**

By: NuStar Pipeline Company, LLC, its general partner

By: LegacyStar Services, LLC, its sole member

By: NuStar Energy L.P., its sole member

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2029, 7.250% Senior Notes due 2032)*

**NUSTAR PIPELINE PARTNERS L.P.**

By: NuStar Pipeline Company, LLC, its general partner  
By: LegacyStar Services, LLC, its sole member  
By: NuStar Energy L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN CRUDE LOGISTICS, LLC**

By: NuStar Permian Holdings, LLC, its sole member  
By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

**NUSTAR PERMIAN HOLDINGS, LLC**

By: NuStar Logistics, L.P., its sole member  
By: Riverwalk Logistics, L.P., its general partner  
By: NuStar GP, LLC, its general partner

By: /s/ Dylan A. Bramhall

Name: Dylan A. Bramhall

Title: Chief Financial Officer

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2029, 7.250% Senior Notes due 2032)*

**ISSUER:**

**SUNOCO LP**

By: Sunoco GP LLC, its general partner

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2029, 7.250% Senior Notes due 2032)*



**GUARANTORS:**

**SUNOCO FINANCE CORP.**

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

**SUNOCO, LLC**

By: Sunoco LP, its sole member  
By: Sunoco GP LLC, its general partner

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

**SUNOCO REFINED PRODUCTS LLC**

**SUNOCO RETAIL LLC**

By: Sunoco, LLC, its sole member

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

**ALOHA PETROLEUM LLC**

By: /s/ Brian A. Hand  
Name: Brian A. Hand  
Title: President

**ALOHA PETROLEUM, LTD.**

By: the Board of Directors

/s/ Robert S. Hood  
Robert S. Hood

/s/ Brian A. Hand  
Brian A. Hand

/s/ Edward S. Pak  
Edward S. Pak

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2029, 7.250% Senior Notes due 2032)*

**SUNMARKS, LLC**

By: Sunoco Retail LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: President and Chief Executive Officer

**SUNOCO NLR LLC**

**SUNOCO MIDSTREAM LLC**

By: Sunoco Refined Products LLC, its sole member

By: /s/ Joseph Kim

Name: Joseph Kim

Title: Chief Executive Officer

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2029, 7.250% Senior Notes due 2032)*

**TRUSTEE:**

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION**, as Trustee

By: /s/ Michael K Herberger

Name: Michael K. Herberger

Title: Vice President

*Signature Page to Supplemental Indenture  
(7.000% Senior Notes due 2029, 7.250% Senior Notes due 2032)*