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

FORM 10-Q

(Mark One)
 QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2010

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-32678

DCP MIDSTREAM PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

03-0567133
(I.R.S. Employer
Identification No.)

370 17th Street, Suite 2775
Denver, Colorado
(Address of principal executive offices)

80202
(Zip Code)

Registrant's telephone number, including area code: (303) 633-2900

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of November 4, 2010, there were outstanding 37,603,383 common units representing limited partner interests.

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DCP MIDSTREAM PARTNERS, LP
FORM 10-Q FOR THE QUARTER ENDED SEPTEMBER 30, 2010

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GLOSSARY OF TERMS

The following is a list of certain industry terms used throughout this report:

Bbls	barrels
Bbls/d	barrels per day
Btu	British thermal unit, a measurement of energy
Bcf	billion cubic feet
Frac spread	price differences, measured in energy units, between equivalent amounts of natural gas and natural gas liquids
Fractionation	the process by which natural gas liquids are separated into individual components
MMBtu	one million British thermal units, a measurement of energy
MMcf/d	one million cubic feet per day
NGLs	natural gas liquids
Throughput	the volume of product transported or passing through a pipeline or other facility

CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

Our reports, filings and other public announcements may from time to time contain statements that do not directly or exclusively relate to historical facts. Such statements are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. You can typically identify forward-looking statements by the use of forward-looking words, such as “may,” “could,” “project,” “believe,” “anticipate,” “expect,” “estimate,” “potential,” “plan,” “forecast” and other similar words.

All statements that are not statements of historical fact, including statements regarding our future financial position, business strategy, budgets, projected costs and plans and objectives of management for future operations, are forward-looking statements.

These forward-looking statements reflect our intentions, plans, expectations, assumptions and beliefs about future events and are subject to risks, uncertainties and other factors, many of which are outside our control. Important factors that could cause actual results to differ materially from the expectations expressed or implied in the forward-looking statements include known and unknown risks. Known risks and uncertainties include, but are not limited to, the risks set forth in “Item 1A. Risk Factors” in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended December 31, 2009, as well as the following risks and uncertainties:

- the extent of changes in commodity prices, our ability to effectively limit a portion of the adverse impact of potential changes in prices through derivative financial instruments, and the potential impact of price and producers’ access to capital on natural gas drilling, demand for our services, and the volume of NGLs and condensate extracted;
- general economic, market and business conditions;
- the level and success of natural gas drilling around our assets, the level and quality of gas production volumes around our assets and our ability to connect supplies to our gathering and processing systems in light of competition;
- our ability to grow through acquisitions, contributions from affiliates, or organic growth projects, and the successful integration and future performance of such assets;
- our ability to access the debt and equity markets, which will depend on general market conditions, inflation rates, interest rates and our ability to effectively limit a portion of the adverse effects of potential changes in interest rates by entering into derivative financial instruments, our ability to comply with the covenants to our credit agreement and our debt securities, as well as our ability to maintain our credit ratings;
- our ability to purchase propane from our principal suppliers and make associated profitable sales transactions for our wholesale propane logistics business;
- our ability to construct facilities in a timely fashion, which is partially dependent on obtaining required construction, environmental and other permits issued by federal, state and municipal governments, or agencies thereof, the availability of specialized contractors and laborers, and the price of and demand for supplies;
- the creditworthiness of counterparties to our transactions;
- weather and other natural phenomena, including their potential impact on demand for the commodities we sell and the operation of company owned and third-party-owned infrastructure;
- additions and changes in laws and regulations, particularly with regard to taxes, safety and protection of the environment, including climate change legislation, or the increased regulation of our industry;
- our ability to obtain insurance on commercially reasonable terms, if at all, as well as the adequacy of the insurance to cover our losses;
- industry changes, including the impact of consolidations, increased delivery of liquefied natural gas to the United States, alternative energy sources, technological advances and changes in competition; and
- the amount of collateral we may be required to post from time to time in our transactions, including changes resulting from the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements might not occur or might occur to a different extent or at a different time than we have described. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

DCP MIDSTREAM PARTNERS, LP
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	<u>September 30,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
(Millions)		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 11.8	\$ 2.1
Accounts receivable:		
Trade, net of allowance for doubtful accounts of \$0.7 million and \$0.5 million, respectively	48.0	78.7
Affiliates	55.1	73.8
Inventories	31.8	34.2
Unrealized gains on derivative instruments	1.7	7.3
Assets held for sale	7.9	—
Other	2.1	1.6
Total current assets	<u>158.4</u>	<u>197.7</u>
Restricted investments	—	10.0
Property, plant and equipment, net	1,042.5	1,000.1
Goodwill	99.7	92.1
Intangible assets, net	87.6	60.5
Investments in unconsolidated affiliates	103.6	114.6
Unrealized gains on derivative instruments	1.3	2.0
Other long-term assets	6.1	4.5
Total assets	<u>\$ 1,499.2</u>	<u>\$ 1,481.5</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable:		
Trade	\$ 57.8	\$ 85.5
Affiliates	27.6	43.1
Unrealized losses on derivative instruments	36.1	41.5
Other	38.3	21.0
Total current liabilities	<u>159.8</u>	<u>191.1</u>
Long-term debt	612.8	613.0
Unrealized losses on derivative instruments	46.8	58.0
Other long-term liabilities	15.6	14.0
Total liabilities	<u>835.0</u>	<u>876.1</u>
Commitments and contingent liabilities		
Equity:		
Common unitholders (37,603,383 and 34,608,183 units issued and outstanding, respectively)	482.5	415.5
General partner unitholders	(6.1)	(5.9)
Accumulated other comprehensive loss	(33.2)	(31.9)
Total partners' equity	<u>443.2</u>	<u>377.7</u>
Noncontrolling interests	221.0	227.7
Total equity	<u>664.2</u>	<u>605.4</u>
Total liabilities and equity	<u>\$ 1,499.2</u>	<u>\$ 1,481.5</u>

See accompanying notes to condensed consolidated financial statements.

DCP MIDSTREAM PARTNERS, LP
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	<u>Three Months Ended</u> <u>September 30,</u>		<u>Nine Months Ended</u> <u>September 30,</u>	
	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>
	(Millions, except per unit amounts)			
Operating revenues:				
Sales of natural gas, propane, NGLs and condensate	\$ 102.8	\$ 65.6	\$ 431.4	\$ 294.6
Sales of natural gas, propane, NGLs and condensate to affiliates	124.9	112.5	394.7	314.3
Transportation, processing and other	23.1	20.2	66.8	57.6
Transportation, processing and other to affiliates	5.6	4.0	16.2	11.1
(Losses) gains from commodity derivative activity, net	(15.8)	4.4	13.0	(31.9)
Losses from commodity derivative activity, net — affiliates	(0.7)	(1.0)	(1.0)	(3.6)
Total operating revenues	<u>239.9</u>	<u>205.7</u>	<u>921.1</u>	<u>642.1</u>
Operating costs and expenses:				
Purchases of natural gas, propane and NGLs	155.2	112.4	524.8	360.8
Purchases of natural gas, propane and NGLs from affiliates	45.0	38.9	213.9	155.7
Operating and maintenance expense	19.2	19.0	58.8	52.3
Depreciation and amortization expense	19.2	16.4	55.7	47.3
General and administrative expense	3.3	2.9	10.4	8.1
General and administrative expense — affiliates	4.9	5.0	14.6	15.5
Step acquisition — equity interest re-measurement gain	(9.1)	—	(9.1)	—
Other income	(0.5)	—	(1.0)	—
Other income — affiliates	—	—	(3.0)	—
Total operating costs and expenses	<u>237.2</u>	<u>194.6</u>	<u>865.1</u>	<u>639.7</u>
Operating income	2.7	11.1	56.0	2.4
Interest income	—	—	—	0.3
Interest expense	(7.5)	(7.1)	(22.0)	(21.4)
Earnings from unconsolidated affiliates	4.1	8.4	18.6	11.0
(Loss) income before income taxes	(0.7)	12.4	52.6	(7.7)
Income tax expense	(0.1)	—	(0.5)	(0.1)
Net (loss) income	(0.8)	12.4	52.1	(7.8)
Net income attributable to noncontrolling interests	(3.3)	(2.5)	(4.4)	(3.3)
Net (loss) income attributable to partners	(4.1)	9.9	47.7	(11.1)
Net loss attributable to predecessor operations	—	—	—	1.0
General partner unitholders' interest in net income or net loss	(4.1)	(3.4)	(12.1)	(9.3)
Net (loss) income allocable to limited partners	<u>\$ (8.2)</u>	<u>\$ 6.5</u>	<u>\$ 35.6</u>	<u>\$ (19.4)</u>
Net (loss) income per limited partner unit — basic	<u>\$ (0.23)</u>	<u>\$ 0.21</u>	<u>\$ 1.01</u>	<u>\$ (0.63)</u>
Net (loss) income per limited partner unit — diluted	<u>\$ (0.23)</u>	<u>\$ 0.21</u>	<u>\$ 1.01</u>	<u>\$ (0.63)</u>
Weighted-average limited partner units outstanding — basic and diluted	36.0	31.7	35.1	30.6

See accompanying notes to condensed consolidated financial statements.

DCP MIDSTREAM PARTNERS, LP
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2010	2009	2010	2009
	(Millions)			
Net (loss) income	\$(0.8)	\$12.4	\$ 52.1	\$ (7.8)
Other comprehensive income (loss):				
Reclassification of cash flow hedge losses into earnings	5.3	5.4	16.9	14.6
Net unrealized losses on cash flow hedges	(4.8)	(8.3)	(18.2)	(8.0)
Total other comprehensive income (loss)	0.5	(2.9)	(1.3)	6.6
Total comprehensive (loss) income	(0.3)	9.5	50.8	(1.2)
Total comprehensive income attributable to noncontrolling interests	(3.3)	(2.5)	(4.4)	(3.3)
Total comprehensive (loss) income attributable to partners	<u>\$(3.6)</u>	<u>\$ 7.0</u>	<u>\$ 46.4</u>	<u>\$ (4.5)</u>

See accompanying notes to condensed consolidated financial statements.

DCP MIDSTREAM PARTNERS, LP
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended September 30,	
	2010	2009
	(Millions)	
OPERATING ACTIVITIES:		
Net income (loss)	\$ 52.1	\$ (7.8)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	55.7	47.3
Earnings from unconsolidated affiliates	(18.6)	(11.0)
Distributions from unconsolidated affiliates	23.9	10.5
Step acquisition — equity interest re-measurement gain	(9.1)	—
Other, net	(0.2)	(0.4)
Change in operating assets and liabilities, which provided (used) cash net of effects of acquisitions:		
Accounts receivable	52.1	27.9
Inventories	19.0	(4.4)
Net unrealized (gains) losses on derivative instruments	(11.6)	53.7
Accounts payable	(44.6)	(22.8)
Other current assets and liabilities	10.7	1.5
Other long-term assets and liabilities	1.0	0.6
Net cash provided by operating activities	130.4	95.1
INVESTING ACTIVITIES:		
Capital expenditures	(37.1)	(143.0)
Acquisitions, net of cash acquired	(103.8)	0.6
Investments in unconsolidated affiliates	(0.7)	(5.8)
Return of investment from unconsolidated affiliate	1.2	—
Proceeds from sale of assets	1.7	0.3
Purchases of available-for-sale securities	—	(1.1)
Proceeds from sales of available-for-sale securities	10.1	51.1
Net cash used in investing activities	(128.6)	(97.9)
FINANCING ACTIVITIES:		
Proceeds from debt	658.2	113.7
Payments of debt	(658.4)	(157.2)
Payment of deferred financing costs	(1.6)	—
Proceeds from issuance of common units, net of offering costs	93.2	—
Net change in advances to predecessor from DCP Midstream, LLC	—	3.0
Distributions to unitholders and general partner	(74.4)	(62.8)
Distributions to noncontrolling interests	(16.0)	(15.4)
Contributions from noncontrolling interests	10.4	71.8
Contributions from DCP Midstream, LLC	—	0.7
Purchase of additional interest in a subsidiary	(3.5)	—
Net cash provided by (used in) financing activities	7.9	(46.2)
Net change in cash and cash equivalents	9.7	(49.0)
Cash and cash equivalents, beginning of period	2.1	61.9
Cash and cash equivalents, end of period	\$ 11.8	\$ 12.9

See accompanying notes to condensed consolidated financial statements.

DCP MIDSTREAM PARTNERS, LP
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(Unaudited)

	Partners' Equity					Accumulated Other Comprehensive (Loss) Income	Noncontrolling Interests	Total Equity
	Predecessor Equity	Common Unitholders	Class D Unitholders	Subordinated Unitholders	General Partner Unitholders			
	(Millions)							
Balance, January 1, 2010	\$ —	\$ 415.5	\$ —	\$ —	\$ (5.9)	\$ (31.9)	\$ 227.7	\$ 605.4
Purchase of additional interest in a subsidiary	—	1.0	—	—	—	—	(5.5)	(4.5)
Issuance of 2,990,000 common units	—	93.1	—	—	—	—	—	93.1
Equity based compensation	—	0.2	—	—	—	—	—	0.2
Distributions to unitholders and general partner	—	(62.6)	—	—	(11.8)	—	—	(74.4)
Distributions to noncontrolling interests	—	—	—	—	—	—	(16.0)	(16.0)
Contributions from noncontrolling interests	—	—	—	—	—	—	10.4	10.4
Excess purchase price over acquired assets	—	(0.8)	—	—	—	—	—	(0.8)
Comprehensive income (loss):								
Net income	—	36.1	—	—	11.6	—	4.4	52.1
Reclassification of cash flow hedges into earnings	—	—	—	—	—	16.9	—	16.9
Net unrealized losses on cash flow hedges	—	—	—	—	—	(18.2)	—	(18.2)
Total comprehensive income (loss)	—	36.1	—	—	11.6	(1.3)	4.4	50.8
Balance, September 30, 2010	<u>\$ —</u>	<u>\$ 482.5</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (6.1)</u>	<u>\$ (33.2)</u>	<u>\$ 221.0</u>	<u>\$ 664.2</u>

See accompanying notes to condensed consolidated financial statements.

DCP MIDSTREAM PARTNERS, LP
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(Unaudited)

	Partners' Equity					Accumulated Other Comprehensive (Loss) Income	Noncontrolling Interests	Total Equity
	Predecessor Equity	Common Unitholders	Class D Unitholders	Subordinated Unitholders	General Partner Unitholders			
	(Millions)							
Balance, January 1, 2009	\$ 66.0	\$ 429.0	\$ —	\$ (54.6)	\$ (4.8)	\$ (40.5)	\$ 167.7	\$562.8
Net change in parent advances	3.0	—	—	—	—	—	—	3.0
Conversion of subordinated units to common units	—	(52.1)	—	52.1	—	—	—	—
Distributions to unitholders and general partner	—	(48.7)	(2.1)	(2.1)	(9.9)	—	—	(62.8)
Distributions to noncontrolling interests	—	—	—	—	—	—	(15.4)	(15.4)
Contributions from DCP Midstream, LLC	—	0.7	—	—	—	—	—	0.7
Contributions from noncontrolling interests	—	—	—	—	—	—	71.8	71.8
Issuance of 3,500,000 Class D units	—	—	49.7	—	—	—	—	49.7
Conversion of Class D units to common units	—	66.8	(66.8)	—	—	—	—	—
Acquisition of additional 25.1% interest in East Texas and the NGL Hedge	(68.0)	—	4.6	—	—	—	—	(63.4)
Deficit purchase price over acquired assets	—	—	19.0	—	—	—	—	19.0
Comprehensive income (loss):								
Net loss attributable to predecessor operations	(1.0)	—	—	—	—	—	—	(1.0)
Net (loss) income	—	(19.3)	(4.4)	4.6	9.0	—	3.3	(6.8)
Reclassification of cash flow hedges into earnings	—	—	—	—	—	14.6	—	14.6
Net unrealized gains on cash flow hedges	—	—	—	—	—	(8.0)	—	(8.0)
Total comprehensive (loss) income	(1.0)	(19.3)	(4.4)	4.6	9.0	6.6	3.3	(1.2)
Balance, September 30, 2009	\$ —	\$ 376.4	\$ —	\$ —	\$ (5.7)	\$ (33.9)	\$ 227.4	\$564.2

See accompanying notes to condensed consolidated financial statements.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Description of Business and Basis of Presentation

DCP Midstream Partners, LP, with its consolidated subsidiaries, or us, we or our, is engaged in the business of gathering, compressing, treating, processing, transporting, storing and selling natural gas; producing, transporting, storing and selling propane; and producing, transporting and selling NGLs and condensate.

We are a Delaware limited partnership that was formed in August 2005. We completed our initial public offering on December 7, 2005. Our partnership includes: our Northern Louisiana system; our Southern Oklahoma system; our 40% limited liability company interest in Discovery Producer Services LLC, or Discovery; our Wyoming system; a 75% interest in our Colorado system (of which 5% was acquired in February 2010); our 50.1% interest in our East Texas system (of which 25.1% was acquired in April 2009); our Michigan systems (of which certain assets were acquired in November 2009); our wholesale propane logistics business (which includes Atlantic Energy, acquired in July 2010); and our NGL transportation pipelines (including the Wattenberg pipeline acquired in January 2010 and our 100% interest in the Black Lake Pipeline Company, or Black Lake, 55% of which was acquired in July 2010, comprised of a 5% interest acquired from DCP Midstream, LLC, in a transaction among entities under common control, and an additional 50% interest acquired from an affiliate of BP PLC).

Our operations and activities are managed by our general partner, DCP Midstream GP, LP, which in turn is managed by its general partner, DCP Midstream GP, LLC, which we refer to as the General Partner, and is wholly-owned by DCP Midstream, LLC. DCP Midstream, LLC and its subsidiaries and affiliates, collectively referred to as DCP Midstream, LLC, is owned 50% by Spectra Energy Corp, or Spectra Energy, and 50% by ConocoPhillips. DCP Midstream, LLC directs our business operations through its ownership and control of the General Partner. DCP Midstream, LLC and its affiliates' employees provide administrative support to us and operate our assets. DCP Midstream, LLC owns approximately 32% of us.

The condensed consolidated financial statements include the accounts of the Partnership and all majority-owned subsidiaries where we have the ability to exercise control and undivided interests in jointly owned assets. Investments in greater than 20% owned affiliates that are not variable interest entities and where we do not have the ability to exercise control, and investments in less than 20% owned affiliates where we have the ability to exercise significant influence, are accounted for using the equity method. Intercompany balances and transactions have been eliminated.

The condensed consolidated financial statements include our accounts, which have been combined with the historical assets, liabilities and operations of our predecessor operations. We refer to the assets, liabilities and operations of DCP East Texas Holdings, LLC, or East Texas, prior to our acquisition of an additional 25.1% limited liability company interest from DCP Midstream, LLC in April 2009, and of Black Lake, prior to our acquisition of an additional 5% limited liability company interest from DCP Midstream, LLC in July 2010, collectively as our "predecessor." Prior to our acquisition of an additional 25.1% limited liability company interest in East Texas, we owned a 25.0% limited liability company interest in East Texas which we accounted for under the equity method of accounting. Subsequent to this transaction we own a 50.1% limited liability company interest in East Texas, and account for East Texas as a consolidated subsidiary. Because the additional interest in East Texas and Black Lake were acquired from DCP Midstream, LLC, these transactions were considered to be among entities under common control. We recognize transfers of net assets between entities under common control at DCP Midstream, LLC's basis in the net assets contributed. In addition, transfers of net assets between entities under common control are accounted for as if the transfer occurred at the beginning of the period, and prior years are retroactively adjusted to furnish comparative information similar to the pooling method; accordingly our financial information includes the historical results of our additional 25.1% interest in East Texas and our additional 5% interest in Black Lake for all periods presented. The amount of the purchase price in excess, or in deficit of DCP Midstream, LLC's basis in the net assets, if any, is recognized as a reduction to, or an increase to partners' equity, respectively. In addition, the results of operations of our Michigan systems, our Wattenberg pipeline, our additional 50% interest in Black Lake, and our acquisition of Atlantic Energy have been included in the condensed consolidated financial statements since their respective acquisition dates.

The condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP. Conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and notes. Although these estimates are based on management's best available knowledge of current and expected future events, actual results could differ from those estimates. The condensed consolidated financial statements of our predecessor have been prepared from the separate records maintained by DCP Midstream, LLC and may not necessarily be indicative of the conditions that would have existed or the results of operations if our predecessor had been operated as an unaffiliated entity. All intercompany balances and transactions have been eliminated. Transactions between us and other DCP Midstream, LLC operations have been identified in the consolidated financial statements as transactions between affiliates.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

The accompanying unaudited condensed consolidated financial statements in this Quarterly Report on Form 10-Q have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission, or SEC. Accordingly, these condensed consolidated financial statements reflect all normal recurring adjustments that are, in the opinion of management, necessary to present fairly the financial position and results of operations for the respective interim periods. Certain information and notes normally included in our annual financial statements have been condensed or omitted from these interim financial statements pursuant to such rules and regulations. Results of operations for the three and nine months ended September 30, 2010, are not necessarily indicative of the results that may be expected for the year ending December 31, 2010. These condensed consolidated financial statements and other information included in this Quarterly Report on Form 10-Q should be read in conjunction with the consolidated financial statements and notes thereto included in our 2009 Form 10-K.

Certain amounts in the prior period condensed consolidated financial statements have been reclassified to the current period presentation.

2. Recent Accounting Pronouncements

Financial Accounting Standards Board, or FASB, Accounting Standards Update, or ASU, 2010-06 “Fair Value Measurements and Disclosures (Topic 820): Improving Disclosures about Fair Value Measurements,” or ASU 2010-06 — In January 2010, the FASB issued ASU 2010-06 which amended the Accounting Standards Codification, or ASC, Topic 820-10 “Fair Value Measurement and Disclosures—Overall.” ASU 2010-06 requires new disclosures regarding transfers in and out of assets and liabilities measured at fair value classified within the valuation hierarchy as either Level 1 or Level 2 and information about sales, issuances and settlements on a gross basis for assets and liabilities classified as Level 3. ASU 2010-06 clarifies existing disclosures on the level of disaggregation required and inputs and valuation techniques. The provisions of ASU 2010-06 became effective for us on January 1, 2010, except for disclosure of information about sales, issuances and settlements on a gross basis for assets and liabilities classified as Level 3, which is effective for us on January 1, 2011. The provisions of ASU 2010-06 impact only disclosures and we have disclosed information in accordance with the revised provisions of ASU 2010-06 within this filing.

ASU 2009-17 “Consolidation (Topic 810): Improvements to Financial Reporting by Enterprises Involved with Variable Interest Entities,” or ASU 2009-17 — In December 2009, the FASB issued ASU 2009-17 which amended ASC Topic 810 “Consolidation.” ASU 2009-17 requires entities to perform additional analysis of their variable interest entities and consolidation methods. This ASU became effective for us on January 1, 2010 and upon adoption we did not change our conclusions on which entities we consolidate in our condensed consolidated financial statements.

ASU 2009-13 “Revenue Recognition (Topic 605) Multiple-Deliverable Revenue Arrangements,” or ASU 2009-13 — In October 2009, the FASB issued ASU 2009-13 which amended ASC Topic 605 “Revenue Recognition.” The ASU addresses the accounting for multiple-deliverable arrangements, to enable vendors to account for products or services separately rather than as a combined unit. ASU 2009-13 is effective for us on January 1, 2011 and we are in the process of assessing the impact of ASU 2009-13 on our condensed consolidated results of operations, cash flows and financial position as a result of adoption.

3. Acquisitions

Gathering, Compression, Transportation, and Processing Assets

On July 30, 2010, we acquired Atlantic Energy, a wholly owned subsidiary of UGI Corporation, for \$49.0 million plus propane inventory and other working capital of \$17.3 million. We have incurred additional post-closing purchase price adjustments for net working capital of \$1.9 million, which we have accrued in other current liabilities in our condensed consolidated balance sheet as of September 30, 2010. Atlantic Energy has a contractual agreement with Spectra Energy, the supplier of the acquired propane inventory, in which the final price of the acquired inventory will be determined based upon index rates at established future dates. Atlantic Energy’s sales agreements specify floating pricing terms in excess of the floating pricing terms established in the contractual agreement with Spectra. The acquisition was financed at closing with borrowings under our revolving credit facility. Atlantic Energy owns and operates a marine import terminal with 20 million gallons of above ground storage in the Port of Chesapeake, Virginia. The assets serve as a supply point for propane customers in the mid-Atlantic region, and will extend our existing northeast U.S. wholesale propane business into the mid-Atlantic. The results of Atlantic Energy’s assets are included prospectively from the date of acquisition in our Wholesale Propane Logistics segment.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

The purchase price allocation is preliminary and is based on initial estimates of fair values at the date of the acquisition. We will continue to evaluate the initial purchase price allocation, which may be adjusted as additional information relative to the fair value of assets and liabilities becomes available. The preliminary purchase price allocation is as follows:

	(Millions)
Cash consideration	\$ 66.3
Payable to a subsidiary of UGI corporation	1.9
Aggregate consideration	<u>\$ 68.2</u>
Cash	\$ 0.4
Accounts receivable	2.1
Inventory	16.6
Property, plant and equipment	15.2
Intangible assets	27.2
Goodwill	7.6
Other liabilities	(0.9)
Total preliminary purchase price allocation	<u>\$ 68.2</u>

On July 27, 2010, we acquired an additional 5% interest in Black Lake from DCP Midstream, LLC, in a transaction among entities under common control, for \$1.5 million in cash, financed at closing with borrowings under our revolving credit facility. This transaction brought our ownership interest in Black Lake to 50%. The historical carrying value of DCP Midstream, LLC's 5% interest in Black Lake was \$0.7 million; accordingly we have recorded the \$0.8 million excess purchase price over acquired assets as a decrease in common unitholders equity.

On July 30, 2010, we acquired an additional 50% interest in Black Lake from an affiliate of BP PLC, for \$15.1 million in cash, financed at closing with borrowings under our revolving credit facility, bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary. As a result of acquiring an additional 50% interest in Black Lake, we have remeasured our initial 50% interest in Black Lake to its fair value. Accordingly we recognized a gain of \$9.1 million in step acquisition — equity interest re-measurement gain in our condensed consolidated statements of operations for the three and nine months ended September 30, 2010, which reflects the increase from the net assets historical carrying value, to the net assets fair value for our initial 50% interest. We have evaluated certain pre-acquisition contingencies arising from potential environmental issues that existed as of the acquisition date. We have determined that certain of these pre-acquisition contingencies are probable in nature and estimable as of the acquisition date and, accordingly, have recorded \$0.9 million for these contingencies as a part of the purchase price allocation for Black Lake.

The results of our additional 50% interest in Black Lake are included prospectively from the date of acquisition in our NGL Logistics segment. Our calculation of the step acquisition — equity interest re-measurement gain is as follows:

	(Millions)
Fair value of 50% equity interest in Black Lake	\$ 15.1
Less: Carrying value of 50% equity interest in Black Lake	6.0
Step acquisition — equity interest re-measurement gain	<u>\$ 9.1</u>

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

The purchase price is preliminary and is based on initial estimates of fair values at the date of the acquisition. We will continue to evaluate the initial purchase price allocation, which may be adjusted as additional information relative to the fair value of assets and liabilities becomes available. The preliminary purchase price allocation is as follows:

	(Millions)
Cash consideration	<u>\$ 15.1</u>
Cash	\$ 0.8
Accounts receivable	0.6
Property, plant and equipment	27.4
Intangible assets	2.7
Other asset	0.3
Other liabilities	<u>(1.6)</u>
Fair value of 100% interest in Black Lake	30.2
Less:	
Carrying value of initial 50% equity interest in Black Lake	(6.0)
Step acquisition — equity interest re-measurement gain	<u>(9.1)</u>
Total preliminary purchase price allocation	<u>\$ 15.1</u>

On February 3, 2010, we acquired an additional 5% interest in Collbran Valley Gas Gathering LLC, or Collbran, from Delta Petroleum Company, or Delta, for \$3.5 million in cash, bringing our total ownership in Collbran to 75%. In addition, as part of this transaction we paid Delta's unpaid capital calls to Collbran of \$2.4 million. We may pay an additional \$2.0 million of contingent consideration to Delta depending on if Delta meets certain throughput volume thresholds by June 30, 2011, pursuant to a gathering agreement. As of March 31, 2010 we recognized the fair value of this contingent consideration of approximately \$1.0 million, which we recorded to other current liabilities in our condensed consolidated balance sheet. Accordingly, we recognized a \$5.5 million reduction in noncontrolling interest in equity, which represents the carrying value of Delta's 5% interest in Collbran, and an increase of \$1.0 million to common unitholders in equity, which represented the difference between the fair value of the consideration and the carrying value of Delta's 5% interest. As of June 30, 2010, we reassessed the fair value of the contingent consideration and adjusted the fair value of the liability to approximately \$0.5 million. As of September 30, 2010, we reassessed the fair value of the contingent consideration and adjusted the fair value of the liability to \$0. Accordingly, we recognized \$0.5 million and \$1.0 million in other income in our condensed consolidated results of operations during the three and nine months ended September 30, 2010, respectively.

On January 28, 2010, we acquired an interstate natural gas liquids pipeline, or the Wattenberg pipeline, from Buckeye Partners, L.P., or Buckeye, for \$22.0 million in cash, funded at closing with borrowings under our revolving credit facility. This transaction was accounted for as a business combination. The 350-mile pipeline originates in the Denver-Julesburg, or DJ Basin, in Colorado and terminates near the Conway hub in Bushton, Kansas. The pipeline is currently utilized by DCP Midstream, LLC as a market outlet for NGL production from certain of their plants in the DJ Basin. The results of the asset are included in our NGL Logistics segment prospectively, from the date of acquisition. The purchase price was allocated to property, plant and equipment.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Combined Financial Information

The following tables present the total operating revenues and net income attributable to partners, associated with the acquisition of the Wattenberg pipeline, Atlantic Energy, and an additional 50% interest in Black Lake, or the acquired assets, from their respective dates of acquisition through September 30, 2010. These amounts have been included in the condensed consolidated statement of operations.

	Three Months Ended September 30, 2010			Total
	Wattenberg Pipeline	Atlantic Energy	Additional 50% interest in Black Lake	
	(Millions)			
Total operating revenues	\$ 1.8	\$ 8.8	\$ 1.1	\$ 11.7
Net income (loss) attributable to partners	\$ 1.2	\$ (0.3)	\$ 0.2	\$ 1.1

	Nine Months Ended September 30, 2010			Total
	Wattenberg Pipeline	Atlantic Energy	Additional 50% interest in Black Lake	
	(Millions)			
Total operating revenues	\$ 3.3	\$ 8.8	\$ 1.1	\$ 13.2
Net income (loss) attributable to partners	\$ 1.5	\$ (0.3)	\$ 0.2	\$ 1.4

The following tables present unaudited pro forma information for the condensed consolidated statements of operations for the three and nine months ended September 30, 2010 and 2009, as if the acquisition of the acquired assets had occurred at the beginning of each period presented.

	Three Months Ended September 30, 2010				DCP Midstream Partners, LP Pro Forma
	DCP Midstream Partners, LP	Acquisition of the Wattenberg Pipeline	Acquisition of Atlantic Energy	Acquisition of an additional 50% interest in Black Lake	
	(Millions, except per unit amounts)				
Total operating revenues	\$ 239.9	\$ —	\$ 3.2	\$ 0.6	\$ 243.7
Net loss attributable to partners	\$ (4.1)	\$ —	\$ (0.2)	\$ (0.1)	\$ (4.4)
Less:					
General partner unitholders interest in net income or loss	(4.1)	—	—	—	(4.1)
Net loss allocable to limited partners	<u>\$ (8.2)</u>	<u>\$ —</u>	<u>\$ (0.2)</u>	<u>\$ (0.1)</u>	<u>\$ (8.5)</u>
Net loss per limited partner unit — basic and diluted	\$ (0.23)	\$ —	\$ (0.01)	\$ —	\$ (0.24)

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Three Months Ended September 30, 2009				
	DCP Midstream Partners, LP	Acquisition of the Wattenberg Pipeline	Acquisition of Atlantic Energy	Acquisition of an additional 50% interest in Black Lake	DCP Midstream Partners, LP Pro Forma
	(Millions, except per unit amounts)				
Total operating revenues	\$ 205.7	\$ 1.7	\$ 9.9	\$ 1.9	\$ 219.2
Net income (loss) attributable to partners	\$ 9.9	\$ 1.0	\$ (0.6)	\$ 0.4	\$ 10.7
Less:					
General partner unitholders interest in net income or loss	(3.4)	—	—	—	(3.4)
Net income (loss) allocable to limited partners	<u>\$ 6.5</u>	<u>\$ 1.0</u>	<u>\$ (0.6)</u>	<u>\$ 0.4</u>	<u>\$ 7.3</u>
Net income (loss) per limited partner unit — basic and diluted	\$ 0.21	\$ 0.03	\$ (0.02)	\$ 0.01	\$ 0.23
	Nine Months Ended September 30, 2010				
	DCP Midstream Partners, LP	Acquisition of the Wattenberg Pipeline	Acquisition of Atlantic Energy	Acquisition of an additional 50% interest in Black Lake	DCP Midstream Partners, LP Pro Forma
	(Millions, except per unit amounts)				
Total operating revenues	\$ 921.1	\$ 0.2	\$ 64.5	\$ 4.1	\$ 989.9
Net income attributable to partners	\$ 47.7	\$ 0.1	\$ 1.1	\$ 0.6	\$ 49.5
Less:					
General partner unitholders interest in net income or loss	(12.1)	—	—	—	(12.1)
Net income allocable to limited partners	<u>\$ 35.6</u>	<u>\$ 0.1</u>	<u>\$ 1.1</u>	<u>\$ 0.6</u>	<u>\$ 37.4</u>
Net income per limited partner unit — basic and diluted	\$ 1.01	\$ —	\$ 0.03	\$ 0.02	\$ 1.06

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Nine Months Ended September 30,
2009

	DCP Midstream Partners, LP	Acquisition of the Wattenberg Pipeline (a)	Acquisition of Atlantic Energy	Acquisition of an additional 50% interest in Black Lake	DCP Midstream Partners, LP Pro Forma
	(Millions, except per unit amounts)				
Total operating revenues	\$ 642.1	\$ 8.2	\$ 41.2	\$ 5.0	\$ 696.5
Net (loss) income attributable to partners	\$ (11.1)	\$ (67.6)	\$ 0.1	\$ 1.2	\$ (77.4)
Less:					
Net loss attributable to predecessor operations	1.0	—	—	—	1.0
General partner unitholders interest in net income or loss	(9.3)	(0.8)	—	—	(10.1)
Net (loss) income allocable to limited partners	<u>\$ (19.4)</u>	<u>\$ (68.4)</u>	<u>\$ 0.1</u>	<u>\$ 1.2</u>	<u>\$ (86.5)</u>
Net (loss) income per limited partner unit — basic and diluted	<u>\$ (0.63)</u>	<u>\$ (2.24)</u>	<u>\$ —</u>	<u>\$ 0.04</u>	<u>\$ (2.83)</u>

(a) During the second quarter of 2009, prior to our ownership, Buckeye received notification that several of its shippers on the Wattenberg pipeline intended to migrate to a competing pipeline that had recently been put into service. The notification by the shippers was accompanied by a significant decline in shipment volumes as compared to historical averages. As a result Buckeye recognized an impairment charge of \$72.5 million in relation to the Wattenberg pipeline.

The pro forma information is not intended to reflect actual results that would have occurred if the assets had been combined during the periods presented, nor is it intended to be indicative of the results of operations that may be achieved by us in the future.

4. Agreements and Transactions with Affiliates

DCP Midstream, LLC

Omnibus Agreement and Other General and Administrative Charges

We have entered into an omnibus agreement, as amended, or the Omnibus Agreement, with DCP Midstream, LLC. Under the Omnibus Agreement, we are required to reimburse DCP Midstream, LLC for certain costs incurred and centralized corporate functions performed by DCP Midstream, LLC on our behalf. We incurred \$2.5 million for three months ended September 30, 2010 and \$2.5 million for the three months ended September 30, 2009, and \$7.4 million and \$7.3 million for the nine months ended September 30, 2010 and 2009, for all fees under the Omnibus Agreement.

East Texas incurs general and administrative expenses directly from DCP Midstream, LLC. East Texas incurred \$2.0 million for each of the three months ended September 30, 2010 and 2009 and \$5.9 million and \$6.4 million for the nine months ended September 30, 2010 and 2009, respectively, for general and administrative expenses from DCP Midstream, LLC, which includes expenses for our predecessor operations.

In addition to the Omnibus Agreement and amounts incurred by East Texas, we incurred other fees with DCP Midstream, LLC of \$0.3 million and \$0.4 million for the three months ended September 30, 2010 and 2009, respectively and \$1.1 million and \$1.6 million for the nine months ended September 30, 2010 and 2009, respectively. These amounts include allocated expenses, including professional services, insurance and internal audit.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Other Agreements and Transactions with DCP Midstream, LLC

On September 16, 2010, we entered into an agreement with DCP Midstream, LLC to sell certain surplus equipment with a net book value of \$6.3 million, for net proceeds of \$3.6 million. The surplus equipment is the result of a consolidation of operations at our Anderson Gulch plant in Collbran. The net proceeds of \$3.6 million have been distributed 75% to us and 25% to the noncontrolling interest in Collbran, based upon proportionate ownership. The title to the surplus equipment will pass to DCP Midstream, LLC upon removal of the equipment from our premises. As of September 30, 2010, the surplus equipment has been reclassified from property, plant and equipment, to current assets and classified as assets held for sale in our condensed consolidated balance sheets. In addition, we have recorded a deferred credit of \$3.6 million in other current liabilities in our condensed consolidated balance sheets.

On June 30, 2010, we entered into an agreement with DCP Midstream, LLC to sell certain surplus equipment with a net book value of \$1.6 million, for net proceeds of \$2.2 million. The surplus equipment is the result of our integration efforts and synergies realized following our acquisition of certain companies that held natural gas gathering and treating assets from MichCon Pipeline Company in November 2009. The title to the surplus equipment will pass to DCP Midstream, LLC upon removal of the equipment from our premises. As of September 30, 2010, the surplus equipment has been reclassified from property, plant and equipment, to current assets and classified as assets held for sale in our condensed consolidated balance sheets. In addition, we have recorded a deferred credit of \$2.2 million in other current liabilities in our condensed consolidated balance sheets.

In conjunction with our acquisition of a 50.1% limited liability company interest in East Texas from DCP Midstream, LLC, we entered into agreements with DCP Midstream, LLC whereby DCP Midstream, LLC will reimburse East Texas for certain expenditures on East Texas capital projects, as defined in the Contribution Agreements. These reimbursements are for certain capital projects which have commenced within three years from the respective acquisition dates. DCP Midstream, LLC made capital contributions to East Texas for capital projects of \$10.4 million and \$62.4 million for the nine months ended September 30, 2010 and 2009, respectively.

On February 11, 2009, our East Texas natural gas processing complex and natural gas delivery system known as the Carthage Hub, was temporarily shut in following a fire that was caused by a third party underground pipeline outside of our property line that ruptured. We are actively pursuing full reimbursement of our costs and lost margin associated with the incident from the responsible third party and East Texas filed a lawsuit in December 2009, to recover damages from the responsible third party. In the event we are unable to recover our costs and lost margin from the responsible third party, we have insurance covering property damage, net of applicable deductibles. Following this incident, DCP Midstream, LLC has agreed to reimburse to us twenty-five percent of any claims received as reimbursement of costs and lost margin, from the responsible third party or from insurance. DCP Midstream, LLC will pay seventy-five percent of costs related to the incident as a result of this agreement.

We sell a portion of our residue gas, NGLs and condensate to, purchase natural gas and other petroleum products from, and provide gathering and transportation services for, DCP Midstream, LLC. We anticipate continuing to purchase from and sell commodities to DCP Midstream, LLC in the ordinary course of business. In addition, DCP Midstream, LLC conducts derivative activities on our behalf.

DCP Midstream, LLC owns certain assets and is party to certain contractual relationships around our Pelico system, included in our Northern Louisiana system, which is part of our Natural Gas Services segment, that are periodically used for the benefit of Pelico. DCP Midstream, LLC is able to source natural gas upstream of Pelico and deliver it to us and is able to take natural gas from the outlet of the Pelico system and market it downstream of Pelico. We purchase natural gas from DCP Midstream, LLC upstream of Pelico and transport it to Pelico under a firm transportation agreement with an affiliate. Our purchases from DCP Midstream, LLC are at DCP Midstream, LLC's actual acquisition cost plus any transportation service charges. Volumes that exceed our on-system demand and volumes supplying an industrial end user are sold to DCP Midstream, LLC at an index-based price, less contractually agreed to marketing fees. Revenues associated with these activities are reported gross in our condensed consolidated statements of operations as sales of natural gas, propane, NGLs and condensate to affiliates.

In April 2009, we entered into a thirteen year contractual arrangement with DCP Midstream, LLC in which we pay DCP Midstream, LLC a fee for processing services associated with the gas we gather on our Southern Oklahoma system, which is part of our Natural Gas Services segment. In addition, in February 2010, a contract was signed with DCP Midstream, LLC providing for adjustments to those fees based upon plant efficiencies related to our portion of volumes from our Southern Oklahoma system being processed at DCP Midstream, LLC's plant through March 2022. We generally report fees associated with these activities in the condensed consolidated statements of operations as purchases of natural gas, propane, NGLs and condensate from affiliates. In addition, as part of this arrangement, DCP Midstream, LLC pays us a fee for certain gathering services. We generally report revenues associated with these activities in the condensed consolidated statements of operations as transportation, processing and other to affiliates.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

In our NGL Logistics segment, we also have a contractual arrangement with a subsidiary of DCP Midstream, LLC that provides that DCP Midstream, LLC will pay us to transport NGLs over our Seabreeze and Wilbreeze pipelines, pursuant to fee-based rates that will be applied to the volumes transported. DCP Midstream, LLC is the sole shipper on these pipelines under the transportation agreements. We generally report revenues associated with these activities in the condensed consolidated statements of operations as transportation, processing and other to affiliates.

In conjunction with our acquisition of the Wattenberg pipeline, which is part of our NGL Logistics segment, we signed a transportation agreement with DCP Midstream, LLC pursuant to fee-based rates that will be applied to the volumes transported. The agreement is effective through November 2010, renewing on an evergreen basis thereafter. We generally report revenues associated with these activities in the condensed consolidated statements of operations as transportation, processing and other to affiliates.

DCP Midstream, LLC has issued parental guarantees, totaling \$98.0 million as of September 30, 2010, in favor of certain counterparties to our commodity derivative instruments to mitigate a portion of our collateral requirements with those counterparties. We pay DCP Midstream, LLC interest of 0.5% per annum on \$55.0 million of these outstanding guarantees.

DCP Midstream, LLC has issued parental guarantees for its 49.9% limited liability company interest in East Texas, totaling \$5.5 million as of September 30, 2010, in favor of certain counterparties to processing and transportation agreements at East Texas. Concurrently, we have issued similar guarantees for our 50.1% interest.

DCP Midstream, LLC was a significant customer during the three and nine months ended September 30, 2010 and 2009.

Spectra Energy

We have a propane supply agreement with Spectra Energy, effective from May 1, 2008 through April 30, 2012, which provides us propane supply at our Providence marine terminal, which is included in our Wholesale Propane Logistics segment, for up to approximately 120 million gallons of propane annually. On June 15, 2010, we entered into an amendment to the supply agreement to shorten the term of the agreement by two years to April 30, 2012, which previously terminated on April 30, 2014. In consideration for shortening the term, Spectra Energy provided us with a cash payment of \$3.0 million, which we recognized in other income — affiliates, in our Wholesale Propane Logistics segment, in the condensed consolidated statements of operations.

In conjunction with our acquisition of Atlantic Energy on July 30, 2010, we acquired a propane supply agreement with Spectra Energy, effective from May 1, 2010 to April 30, 2012, which provides us propane supply for our Chesapeake marine terminal, which is included in our Wholesale Propane Logistics segment, for up to approximately 65 million gallons of propane annually.

ConocoPhillips

We have multiple agreements with ConocoPhillips and its affiliates. The agreements include fee-based and percent-of-proceeds gathering and processing arrangements, and gas purchase and gas sales agreements. We anticipate continuing to purchase from and sell these commodities to ConocoPhillips and its affiliates in the ordinary course of business. In addition, we may be reimbursed by ConocoPhillips for certain capital projects where the work is performed by us. We received \$0.2 million and \$0.7 million of capital reimbursements during the nine months ended September 30, 2010 and 2009, respectively.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Summary of Transactions with Affiliates

The following table summarizes transactions with affiliates:

	<u>Three Months Ended</u> <u>September 30,</u>		<u>Nine Months Ended</u> <u>September 30,</u>	
	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>
	(Millions)			
DCP Midstream, LLC:				
Sales of natural gas, propane, NGLs and condensate	\$124.5	\$110.1	\$390.0	\$311.2
Transportation, processing and other	\$ 3.5	\$ 2.0	\$ 10.0	\$ 4.6
Purchases of natural gas, propane and NGLs	\$ 35.3	\$ 21.3	\$121.8	\$ 83.7
Losses from commodity derivative activity, net	\$ (0.7)	\$ (1.0)	\$ (1.0)	\$ (3.6)
General and administrative expense	\$ 4.8	\$ 4.9	\$ 14.4	\$ 15.3
Interest expense	\$ —	\$ 0.1	\$ 0.2	\$ 0.2
Spectra Energy:				
Transportation, processing and other	\$ —	\$ —	\$ 0.2	\$ 0.2
Purchases of natural gas, propane and NGLs	\$ 8.0	\$ 14.2	\$ 84.4	\$ 62.3
Other income	\$ —	\$ —	\$ 3.0	\$ —
ConocoPhillips:				
Sales of natural gas, propane, NGLs and condensate	\$ 0.4	\$ 2.4	\$ 4.7	\$ 3.1
Transportation, processing and other	\$ 2.1	\$ 2.0	\$ 6.0	\$ 6.3
Purchases of natural gas, propane and NGLs	\$ 1.7	\$ 3.4	\$ 5.3	\$ 9.3
General and administrative expense	\$ 0.1	\$ 0.1	\$ 0.2	\$ 0.2
Unconsolidated affiliates:				
Purchases of natural gas, propane and NGLs	\$ —	\$ —	\$ 2.4	\$ 0.4

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

We had balances with affiliates as follows:

	<u>September 30,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
	(Millions)	
DCP Midstream, LLC:		
Accounts receivable	\$ 53.8	\$ 71.5
Accounts payable	\$ 25.4	\$ 24.4
Other current liabilities	\$ 5.8	\$ —
Unrealized gains on derivative instruments — current	\$ 0.7	\$ 5.5
Unrealized losses on derivative instruments — current	\$ (1.2)	\$ (5.4)
Spectra Energy:		
Accounts receivable	\$ 0.1	\$ 0.1
Accounts payable	\$ 1.7	\$ 16.6
ConocoPhillips:		
Accounts receivable	\$ 1.2	\$ 2.2
Accounts payable	\$ 0.5	\$ 2.1

5. Property, Plant and Equipment

A summary of property, plant and equipment by classification is as follows:

	<u>Depreciable</u> <u>Life</u>	<u>September 30,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
		(Millions)	
Gathering systems	15 — 30 Years	\$ 690.1	\$ 683.0
Processing plants	25 — 30 Years	423.4	427.4
Terminals	25 — 30 Years	44.2	28.9
Transportation	25 — 30 Years	266.4	217.2
General plant	3 — 5 Years	15.3	15.2
Other	20 — 50 Years	0.1	0.1
Construction work in progress		49.5	21.8
Property, plant and equipment		1,489.0	1,393.6
Accumulated depreciation		(446.5)	(393.5)
Property, plant and equipment, net		<u>\$ 1,042.5</u>	<u>\$ 1,000.1</u>

Interest capitalized on construction projects for the nine months ended September 30, 2010 was \$0 and for the year ended December 31, 2009 was \$1.3 million.

Depreciation expense was \$18.0 million and \$15.7 million for the three months ended September 30, 2010 and 2009, respectively and \$53.0 million and \$45.4 million for the nine months ended September 30, 2010 and 2009, respectively.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

6. Goodwill and Intangible Assets

The change in the carrying amount of goodwill is as follows:

	<u>September 30,</u> <u>2010</u>	(Millions)	<u>December 31,</u> <u>2009</u>
Beginning of period	\$ 92.1		\$ 88.8
Acquisitions	7.6		3.3
End of period	<u>\$ 99.7</u>		<u>\$ 92.1</u>

The carrying value of goodwill as of September 30, 2010 and December 31, 2009 was \$62.8 million for our Natural Gas Services segment, and \$36.9 million and \$29.3 million, respectively, for our Wholesale Propane Logistics segment.

We performed our annual goodwill assessment during the quarter and concluded that the entire amount of goodwill on the balance sheet is recoverable. We used a discounted cash flow analysis supported by market valuation multiples to perform the assessment. Key assumptions in the analysis include the use of an appropriate discount rate, estimated future cash flows and an estimated run rate of operating and general and administrative costs. In estimating cash flows, we incorporate current market information, as well as historical and other factors, into our forecasted commodity prices. Our annual goodwill impairment tests indicated that our reporting units' fair value exceeded the carrying or book value. If actual results are not consistent with our assumptions and estimates, or our assumptions and estimates change due to new information, we may be exposed to goodwill impairment charges, which would be recognized in the period in which the carrying value exceeds fair value.

Intangible assets consist of customer contracts, including commodity purchase, transportation and processing contracts, and related relationships. The gross carrying amount and accumulated amortization of these intangible assets are included in the accompanying consolidated balance sheets as intangible assets, net, and are as follows:

	<u>September 30,</u> <u>2010</u>	(Millions)	<u>December 31,</u> <u>2009</u>
Gross carrying amount	\$ 96.1		\$ 66.2
Accumulated amortization	(8.5)		(5.7)
Intangible assets, net	<u>\$ 87.6</u>		<u>\$ 60.5</u>

For the three and nine months ended September 30, 2010, we recorded amortization expense of \$1.2 million and \$2.7 million, respectively. For the three and nine months ended September 30, 2009, we recorded amortization expense of \$0.7 million and \$1.9 million respectively. As of September 30, 2010, the remaining amortization periods ranged from approximately 12 years to 24 years, with a weighted-average remaining period of approximately 18 years.

The weighted-average remaining amortization for both the \$27.2 million of intangible assets acquired with our acquisition of Atlantic Energy on July 30, 2010, and the \$2.7 million of intangible assets acquired with our acquisition of an additional 50% interest in Black Lake on July 30, 2010, is 15 years.

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Estimated future amortization for these intangible assets is as follows:

	<u>Estimated Future Amortization</u> (Millions)
2010 (remainder)	\$ 1.3
2011	5.2
2012	5.2
2013	5.2
2014	5.2
Thereafter	65.5
Total	<u>\$ 87.6</u>

7. Investments in Unconsolidated Affiliates

The following table summarizes our investments in unconsolidated affiliates:

	Percentage of Ownership as of September 30, 2010 and December 31, 2009	<u>Carrying Value as of</u>	
		<u>September 30, 2010</u>	<u>December 31, 2009</u>
		(Millions)	
Discovery Producer Services LLC	40%	\$ 103.4	\$ 108.2
Black Lake Pipe Line Company (a)	100% and 50%	N/A	6.2
Other	50%	0.2	0.2
Total investments in unconsolidated affiliates		<u>\$ 103.6</u>	<u>\$ 114.6</u>

- (a) On July 27, 2010 we acquired an additional 5% interest in Black Lake from DCP Midstream, LLC in a transaction among entities under common control, and on July 30, 2010, we acquired an additional 50% interest in Black Lake from an affiliate of BP PLC, bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary.

There was a deficit between the carrying amount of the investment and the underlying equity of Discovery of \$35.7 million and \$37.6 million at September 30, 2010 and December 31, 2009, respectively, which is associated with, and is being accreted over, the life of the underlying long-lived assets of Discovery.

There was a deficit between the carrying amount of the investment and the underlying equity of Black Lake of \$5.7 million at December 31, 2009, which was associated with, and was being accreted over, the life of the underlying long-lived assets of Black Lake.

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Earnings from investments in unconsolidated affiliates were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2010	2009	2010	2009
	(Millions)			
Discovery Producer Services LLC	\$ 4.1	\$ 7.9	\$ 17.8	\$ 9.7
Black Lake Pipe Line Company and other (a)	—	0.5	0.8	1.3
Total earnings from unconsolidated affiliates	\$ 4.1	\$ 8.4	\$ 18.6	\$ 11.0

- (a) On July 27, 2010 we acquired an additional 5% interest in Black Lake from DCP Midstream, LLC in a transaction among entities under common control, and on July 30, 2010, we acquired an additional 50% interest in Black Lake from an affiliate of BP PLC, bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary.

The following summarizes financial information of our investments in unconsolidated affiliates:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2010 (a)	2009	2010 (a)	2009
	(Millions)			
Statements of operations:				
Operating revenue	\$ 42.7	\$ 51.3	\$ 154.8	\$ 113.2
Operating expenses	\$ 34.2	\$ 32.4	\$ 113.6	\$ 91.2
Net income	\$ 8.5	\$ 19.0	\$ 41.2	\$ 21.9

- (a) Excludes the results of Black Lake from July 30, 2010.

	September 30, 2010 (a)	December 31, 2009
		(Millions)
Balance sheets:		
Current assets	\$ 29.3	\$ 41.8
Long-term assets	358.7	383.8
Current liabilities	(14.8)	(17.4)
Long-term liabilities	(25.1)	(23.6)
Net assets	<u>\$ 348.1</u>	<u>\$ 384.6</u>

- (a) On July 27, 2010 we acquired an additional 5% interest in Black Lake from DCP Midstream, LLC in a transaction among entities under common control, and on July 30, 2010, we acquired an additional 50% interest in Black Lake from an affiliate of BP PLC, bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary.

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8. Fair Value Measurement

Determination of Fair Value

Below is a general description of our valuation methodologies for derivative financial assets and liabilities, as well as short-term and restricted investments, which are measured at fair value. Fair values are generally based upon quoted market prices, where available. If listed market prices or quotes are not available, we determine fair value based upon a market quote, adjusted by other market-based or independently sourced market data such as historical commodity volatilities, crude oil future yield curves, and/or counterparty specific considerations. These adjustments result in a fair value for each asset or liability under an “exit price” methodology, in line with how we believe a marketplace participant would value that asset or liability. These adjustments may include amounts to reflect counterparty credit quality, the effect of our own creditworthiness, the time value of money and/or the liquidity of the market.

- Counterparty credit valuation adjustments are necessary when the market price of an instrument is not indicative of the fair value as a result of the credit quality of the counterparty. Generally, market quotes assume that all counterparties have near zero, or low, default rates and have equal credit quality. Therefore, an adjustment may be necessary to reflect the credit quality of a specific counterparty to determine the fair value of the instrument. We record counterparty credit valuation adjustments on all derivatives that are in a net asset position as of the measurement date in accordance with our established counterparty credit policy, which takes into account any collateral margin that a counterparty may have posted with us as well as any letters of credit that they have provided.
- Entity valuation adjustments are necessary to reflect the effect of our own credit quality on the fair value of our net liability position with each counterparty. This adjustment takes into account any credit enhancements, such as collateral margin we may have posted with a counterparty, as well as any letters of credit that we have provided. The methodology to determine this adjustment is consistent with how we evaluate counterparty credit risk, taking into account our own credit rating, current credit spreads, as well as any change in such spreads since the last measurement date.
- Liquidity valuation adjustments are necessary when we are not able to observe a recent market price for financial instruments that trade in less active markets for the fair value to reflect the cost of exiting the position. Exchange traded contracts are valued at market value without making any additional valuation adjustments and, therefore, no liquidity reserve is applied. For contracts other than exchange traded instruments, we mark our positions to the midpoint of the bid/ask spread, and record a liquidity reserve based upon our total net position. We believe that such practice results in the most reliable fair value measurement as viewed by a market participant.

We manage our derivative instruments on a portfolio basis and the valuation adjustments described above are calculated on this basis. We believe that the portfolio level approach represents the highest and best use for these assets as there are benefits inherent in naturally offsetting positions within the portfolio at any given time, and this approach is consistent with how a market participant would view and value the assets and liabilities. Although we take a portfolio approach to managing these assets/liabilities, in order to reflect the fair value of any one individual contract within the portfolio, we allocate all valuation adjustments down to the contract level, to the extent deemed necessary, based upon either the notional contract volume, or the contract value, whichever is more applicable.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. While we believe that our valuation methods are appropriate and consistent with other market participants, we recognize that the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date. We review our fair value policies on a regular basis taking into consideration changes in the marketplace and, if necessary, will adjust our policies accordingly. See Note 10 Risk Management and Hedging Activities.

Valuation Hierarchy

Our fair value measurements are grouped into a three-level valuation hierarchy. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows.

- Level 1 — inputs are unadjusted quoted prices for *identical* assets or liabilities in active markets.

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- Level 2 — inputs include quoted prices for *similar* assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 — inputs are unobservable and considered significant to the fair value measurement.

A financial instrument's categorization within the hierarchy is based upon the input that requires the highest degree of judgment in the determination of the instrument's fair value. Following is a description of the valuation methodologies used as well as the general classification of such instruments pursuant to the hierarchy.

Commodity Derivative Assets and Liabilities

We enter into a variety of derivative financial instruments, which may include over the counter, or OTC, instruments, such as natural gas, crude oil or NGL contracts.

Within our Natural Gas Services segment we typically use OTC derivative contracts in order to mitigate a portion of our exposure to natural gas, NGL and condensate price changes. We also may enter into natural gas derivatives to lock in margin around our storage and transportation assets. These instruments are generally classified as Level 2. Depending upon market conditions and our strategy, we may enter into OTC derivative positions with a significant time horizon to maturity, and market prices for these OTC derivatives may only be readily observable for a portion of the duration of the instrument. In order to calculate the fair value of these instruments, readily observable market information is utilized to the extent that it is available; however, in the event that readily observable market data is not available, we may interpolate or extrapolate based upon observable data. In instances where we utilize an interpolated or extrapolated value, and it is considered significant to the valuation of the contract as a whole, we would classify the instrument within Level 3.

Within our Wholesale Propane Logistics segment, we may enter into a variety of financial instruments to either secure sales or purchase prices, or capture a variety of market opportunities. Since financial instruments for NGLs tend to be counterparty and location specific, we primarily use the OTC derivative instrument markets, which are not as active and liquid as exchange traded instruments. Market quotes for such contracts may only be available for short dated positions (up to six months), and an active market itself may not exist beyond such time horizon. Contracts entered into with a relatively short time horizon for which prices are readily observable in the OTC market are generally classified within Level 2. Contracts with a longer time horizon, for which we internally generate a forward curve to value such instruments, are generally classified within Level 3. The internally generated curve may utilize a variety of assumptions including, but not limited to, historical and future expected relationship of NGL prices to crude oil prices, the knowledge of expected supply sources coming on line, expected weather trends within certain regions of the United States, and the future expected demand for NGLs.

Each instrument is assigned to a level within the hierarchy at the end of each financial quarter depending upon the extent to which the valuation inputs are observable. Generally, an instrument will move toward a level within the hierarchy that requires a lower degree of judgment as the time to maturity approaches, and as the markets in which the asset trades will likely become more liquid and prices more readily available in the market, thus reducing the need to rely upon our internally developed assumptions. However, the level of a given instrument may change, in either direction, depending upon market conditions and the availability of market observable data.

Interest Rate Derivative Assets and Liabilities

We use interest rate swap agreements as part of our overall capital strategy. These instruments effectively exchange a portion of our floating rate debt for fixed rate debt. The swaps are generally priced based upon a London Interbank Offered Rate, or LIBOR, instrument with similar duration, adjusted by the credit spread between our company and the LIBOR instrument. Given that a portion of the swap value is derived from the credit spread, which may be observed by comparing similar assets in the market, these instruments are classified within Level 2. Default risk on either side of the swap transaction is also considered in the valuation. We record counterparty credit and entity valuation adjustments in the valuation of our interest rate swaps; however, these reserves are not considered to be a significant input to the overall valuation.

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Short-Term and Restricted Investments

We are required to post collateral to secure the term loan portion of our credit facility, and may elect to invest a portion of our available cash and restricted investment balances in various financial instruments such as commercial paper and money market instruments. The money market instruments are generally priced at acquisition cost, plus accreted interest at the stated rate, which approximates fair value, without any additional adjustments. Given that there is no observable exchange traded market for identical money market securities, we have classified these instruments within Level 2. Investments in commercial paper are priced using a yield curve for similarly rated instruments, and are classified within Level 2. Restricted investments have been used as collateral to secure the term loan portion of our credit facility. As of September 30, 2010, we held no short-term or restricted investments, as a result of the term loan facility being fully repaid during the first quarter of 2010.

Nonfinancial Assets and Liabilities

We utilize fair value on a non-recurring basis to perform impairment tests as required on our property, plant and equipment, goodwill and intangible assets. Assets and liabilities acquired in business combinations are recorded at their fair value on the date of acquisition. The inputs used to determine such fair value are primarily based upon internally developed cash flow models and would generally be classified within Level 3, in the event that we were required to measure and record such assets at fair value within our consolidated financial statements. Additionally, we use fair value to determine the inception value of our asset retirement obligations. The inputs used to determine such fair value are primarily based upon costs incurred historically for similar work, as well as estimates from independent third parties for costs that would be incurred to restore leased property to the contractually stipulated condition, and would generally be classified within Level 3.

We utilize fair value on a recurring basis to measure our contingent consideration that is a result of certain acquisitions. The inputs used to determine such fair value are primarily based upon internally developed cash flow models and are classified within Level 3.

The following table presents the financial instruments carried at fair value as of September 30, 2010 and December 31, 2009, by consolidated balance sheet caption and by valuation hierarchy as described above:

	September 30, 2010				December 31, 2009			
	Level 1	Level 2	Level 3	Total Carrying Value (Millions)	Level 1	Level 2	Level 3	Total Carrying Value
Current assets:								
Short-term investments (a)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 0.1	\$ —	\$ 0.1
Commodity derivatives (b)	\$ —	\$ 1.4	\$ 0.3	\$ 1.7	\$ —	\$ 6.9	\$ 0.4	\$ 7.3
Long-term assets:								
Restricted investments	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 10.0	\$ —	\$ 10.0
Commodity derivatives (c)	\$ —	\$ 0.6	\$ 0.7	\$ 1.3	\$ —	\$ 1.8	\$ 0.2	\$ 2.0
Current liabilities (d):								
Commodity derivatives	\$ —	\$(15.8)	\$ —	\$ (15.8)	\$ —	\$(20.3)	\$ (0.8)	\$ (21.1)
Interest rate derivatives	\$ —	\$(20.3)	\$ —	\$ (20.3)	\$ —	\$(20.4)	\$ —	\$ (20.4)
Long-term liabilities (e):								
Commodity derivatives	\$ —	\$(33.5)	\$ —	\$ (33.5)	\$ —	\$(46.0)	\$ (0.4)	\$ (46.4)
Interest rate derivatives	\$ —	\$(13.3)	\$ —	\$ (13.3)	\$ —	\$(11.6)	\$ —	\$ (11.6)

- (a) Included in other current assets in our condensed consolidated balance sheets.
- (b) Included in current unrealized gains on derivative instruments in our condensed consolidated balance sheets.
- (c) Included in long-term unrealized gains on derivative instruments in our condensed consolidated balance sheets.
- (d) Included in current unrealized losses on derivative instruments in our condensed consolidated balance sheets.
- (e) Included in long-term unrealized losses on derivative instruments in our condensed consolidated balance sheets.

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Changes in Level 3 Fair Value Measurements

The tables below illustrate a rollforward of the amounts included in our condensed consolidated balance sheets for derivative financial instruments that we have classified within Level 3. The determination to classify a financial instrument within Level 3 is based upon the significance of the unobservable factors used in determining the overall fair value of the instrument. Since financial instruments classified as Level 3 typically include a combination of observable components (that is, components that are actively quoted and can be validated to external sources) and unobservable components, the gains and losses in the table below may include changes in fair value due in part to observable market factors, or changes to our assumptions on the unobservable components. Depending upon the information readily observable in the market, and/or the use of unobservable inputs, which are significant to the overall valuation, the classification of any individual financial instrument may differ from one measurement date to the next. In the event that there were movements to/from the classification of an instrument as Level 3, we would reflect such items in the table below within the “Transfers into Level 3” and “Transfers out of Level 3” captions.

We manage our overall risk at the portfolio level, and in the execution of our strategy, we may use a combination of financial instruments, which may be classified within any level. Since Level 1 and Level 2 risk management instruments are not included in the rollforward below, the gains or losses in the table do not reflect the effect of our total risk management activities.

	Commodity Derivative Instruments			
	<u>Current Assets</u>	<u>Long-Term Assets</u>	<u>Current Liabilities</u>	<u>Long-Term Liabilities</u>
	(Millions)			
Three months ended September 30, 2010:				
Beginning balance	\$ 0.8	\$ 1.8	\$ (0.1)	\$ (0.2)
Net realized and unrealized (losses) gains included in earnings	(0.1)	(1.1)	0.1	0.2
Transfers into Level 3 (a)	—	—	—	—
Transfers out of Level 3 (a)	(0.4)	—	—	—
Purchases, Issuances and Settlements net	—	—	—	—
Ending balance	<u>\$ 0.3</u>	<u>\$ 0.7</u>	<u>\$ —</u>	<u>\$ —</u>
Net unrealized gains (losses) still held included in earnings (b)	<u>\$ 0.2</u>	<u>\$ (0.9)</u>	<u>\$ —</u>	<u>\$ —</u>
Three months ended September 30, 2009:				
Beginning balance	\$ 1.2	\$ —	\$ (0.1)	\$ (0.9)
Net realized and unrealized (losses) gains included in earnings	(0.2)	0.1	(0.6)	(0.1)
Net transfers in (out) of Level 3 (c)	—	—	—	—
Purchases, Issuances and Settlements net	(0.6)	—	(0.2)	—
Ending balance	<u>\$ 0.4</u>	<u>\$ 0.1</u>	<u>\$ (0.9)</u>	<u>\$ (1.0)</u>
Net unrealized (losses) gains still held included in earnings (b)	<u>\$ (0.8)</u>	<u>\$ 0.1</u>	<u>\$ (0.6)</u>	<u>\$ (0.1)</u>

- (a) Amounts transferred in and amounts transferred out are reflected at fair value as of the end of the period.
- (b) Represents the amount of total gains or losses for the period, included in gains or losses from commodity derivative activity, net, attributable to change in unrealized gains or losses relating to assets and liabilities classified as Level 3 that are still held as of September 30, 2010 and 2009.
- (c) Amounts transferred in are reflected at the fair value as of the beginning of the period and amounts transferred out are reflected at fair value at the end of the period.

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	Commodity Derivative Instruments			
	Current Assets	Long-Term Assets	Current Liabilities	Long-Term Liabilities
	(Millions)			
Nine months ended September 30, 2010:				
Beginning balance	\$ 0.4	\$ 0.2	\$ (0.8)	\$ (0.4)
Net realized and unrealized gains included in earnings	0.3	0.5	0.2	0.4
Transfers into Level 3 (a)	—	—	—	—
Transfers out of Level 3 (a)	(0.4)	—	—	—
Purchases, Issuances and Settlements net	—	—	0.6	—
Ending balance	<u>\$ 0.3</u>	<u>\$ 0.7</u>	<u>\$ —</u>	<u>\$ —</u>
Net unrealized gains still held included in earnings (b)	<u>\$ 0.3</u>	<u>\$ 0.5</u>	<u>\$ —</u>	<u>\$ —</u>
Nine months ended September 30, 2009:				
Beginning balance	\$ 0.3	\$ 1.7	\$ —	\$ —
Net realized and unrealized losses included in earnings	(3.0)	(1.6)	(0.9)	(1.0)
Net transfers in (out) of Level 3 (c)	—	—	—	—
Purchases, Issuances and Settlements net	3.1	—	—	—
Ending balance	<u>\$ 0.4</u>	<u>\$ 0.1</u>	<u>\$ (0.9)</u>	<u>\$ (1.0)</u>
Net unrealized gains (losses) still held included in earnings (b)	<u>\$ 0.4</u>	<u>\$ (1.6)</u>	<u>\$ (0.9)</u>	<u>\$ (1.0)</u>

- (a) Amounts transferred in and amounts transferred out are reflected at fair value as of the end of the period.
- (b) Represents the amount of total gains or losses for the period, included in gains or losses from commodity derivative activity, net, attributable to change in unrealized gains or losses relating to assets and liabilities classified as Level 3 that are still held as of September 30, 2010 and 2009.
- (c) Amounts transferred in are reflected at the fair value as of the beginning of the period and amounts transferred out are reflected at fair value at the end of the period.

As of March 31, 2010, we recognized the fair value of our contingent consideration, which is classified as Level 3, in relation to our acquisition of an additional 5% interest in Collbran, from Delta, of approximately \$1.0 million, which we recorded to other current liabilities in our condensed consolidated balance sheets. As of June 30, 2010, we reassessed the fair value of the contingent consideration and adjusted the fair value of the liability to approximately \$0.5 million. As of September 30, 2010, we reassessed the fair value of the contingent consideration and adjusted the fair value of the liability to \$0. Accordingly we recognized \$0.5 million and \$1.0 million in other income in our condensed consolidated results of operations during the three and nine months ended September 30, 2010, respectively.

During the three and nine months ended September 30, 2010, we had no significant transfers into and out of Levels 1, 2 and 3. To qualify as a transfer, the asset or liability must have existed in the previous reporting period and moved into a different level during the current period.

Estimated Fair Value of Financial Instruments

We have determined fair value amounts using available market information and appropriate valuation methodologies. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts that we could realize in a current market exchange. The use of different market assumptions and/or estimation methods may have a material effect on the estimated fair value amounts.

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The fair value of restricted investments, accounts receivable and accounts payable are not materially different from their carrying amounts because of the short term nature of these instruments or the stated rates approximating market rates. Unrealized gains and unrealized losses on derivative instruments are carried at fair value. The carrying and fair values of outstanding balances under our Credit Agreement are \$363.0 million, and \$353.3 million, respectively, as of September 30, 2010 and \$613.0 million and \$590.0 million, respectively, as of December 31, 2009. The carrying and fair values of our 3.25% Senior notes are \$250.0 million and \$252.0 million, respectively as of September 30, 2010. We determine the fair value of our credit facility borrowings based upon the discounted present value of expected future cash flows, taking into account the difference between the contractual borrowing spread and the spread for similar credit facilities available in the marketplace. Additionally, we have executed interest rate swap agreements on a portion of our interest rate exposure which swaps variable for fixed interest rates.

9. Debt

Long-term debt was as follows:

	September 30, 2010	December 31, 2009
	(Millions)	
Credit Agreement		
Revolving credit facility, weighted-average variable interest rate of 0.74% and 0.69%, respectively, and net effective interest rate of 5.09% and 4.41%, respectively, due June 21, 2012 (a)	\$ 363.0	\$ 603.0
Term loan facility, variable interest rate of 0.34%, due June 21, 2012 (b)	—	10.0
Total amounts outstanding under the Credit Agreement	363.0	613.0
Debt Securities		
Issued September 30, 2010, interest at 3.25% payable semi-annually, due October 1, 2015	250.0	—
Unamortized discount	(0.2)	—
Total long-term debt	\$ 612.8	\$ 613.0

- (a) \$350.0 million of debt has been swapped to a fixed rate obligation with effective fixed rates ranging from 3.97% to 5.19%, for a net effective rate of 5.09% on the \$363.0 million of outstanding debt under our revolving credit facility as of September 30, 2010.
- (b) The term loan facility was fully secured by restricted investments as of December 31, 2009. The term loan was repaid during the first quarter of 2010.

Credit Agreement

We have an \$850.0 million revolving credit facility that matures June 21, 2012, or the Credit Agreement.

Effective June 28, 2010, we transferred both the funded and the unfunded portions of the former Lehman Brothers Commercial Bank commitment to Morgan Stanley. The transfer reinstated \$25.4 million of available capacity to our revolving credit facility.

At September 30, 2010 and December 31, 2009, we had \$0.5 million and \$0.3 million, respectively, letters of credit issued under the Credit Agreement outstanding. As of December 31, 2009 we had outstanding term loan balances under the Credit Agreement, which were fully collateralized by investments in high-grade securities, classified as restricted investments in the accompanying condensed consolidated balance sheets as of December 31, 2009. As of September 30, 2010 the unused capacity under the revolving credit facility was \$486.5 million.

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Our borrowing capacity is limited at September 30, 2010, by the Credit Agreement's financial covenant requirements. Except in the case of a default, amounts borrowed under our credit facility will not mature prior to the June 21, 2012 maturity date.

The Credit Agreement requires us to maintain a leverage ratio (the ratio of our consolidated indebtedness to our consolidated EBITDA, in each case as is defined by the Credit Agreement) of not more than 5.0 to 1.0, and on a temporary basis for not more than three consecutive quarters (including the quarter in which such acquisition is consummated) following the consummation of asset acquisitions in the midstream energy business of not more than 5.5 to 1.0.

Debt Securities

On September 30, 2010 we issued \$250.0 million of our 3.25% Senior Notes due October 1, 2015. We received net proceeds, of \$247.8 million net of underwriters' fees, related expense and unamortized discounts of \$1.5 million, \$0.5 million and \$0.2 million, respectively, which we used to repay funds borrowed under the revolver portion of our Credit Facility. Interest on the notes will be paid semi-annually on April 1 and October 1 of each year, commencing April 1, 2011. The notes will mature on October 1, 2015 unless redeemed prior to maturity.

We have incurred \$2.0 million of underwriters' fees and related expense with the issue of the notes, which we deferred in other long term assets in our condensed consolidated balance sheets. We will amortize these costs over the term of the notes.

The notes are senior unsecured obligations, ranking equally in right of payment with our existing unsecured indebtedness, including indebtedness under our Credit Facility. We are not required to make mandatory redemption or sinking fund payments with respect to these notes. The securities are redeemable at a premium at our option.

The future maturities of long-term debt in the year indicated are as follows:

	Debt Maturities (Millions)
2010	\$ —
2011	—
2012	363.0
2013	—
2014	—
Thereafter	250.0
	<u>613.0</u>
Unamortized discount	(0.2)
Total	<u>\$ 612.8</u>

Other Agreements

As of September 30, 2010 we had a contingent letter of credit facility for up to \$10.0 million, on which we pay a fee of 0.50% per annum. This facility reduces the amount of cash we may be required to post as collateral. As of September 30, 2010, we have \$0 letters of credit issued on this facility; we will pay a net fee of 1.75% per annum on letters of credit issued on this facility. This facility was issued directly by a financial institution and does not reduce the available capacity under our credit facility.

10. Risk Management and Hedging Activities

Our day to day operations expose us to a variety of risks including but not limited to changes in the prices of commodities that we buy or sell, changes in interest rates, and the creditworthiness of each of our counterparties. We manage certain of these exposures with both physical and financial transactions. We have established a comprehensive risk management policy, or Risk Management Policy, and a risk management committee, or the Risk Management Committee, to monitor and manage market risks associated with commodity prices and counterparty credit. The Risk Management Committee is responsible for the overall management of credit risk and commodity price risk, including monitoring exposure limits. The following briefly describes each of the risks that we manage.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
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Commodity Price Risk

We are exposed to the impact of market fluctuations in the prices of natural gas, NGLs and condensate as a result of our gathering, processing, sales and storage activities. For gathering and processing services, we may receive fees or commodities as payment for these services, depending on the contract type. We enter into derivative financial instruments to mitigate a portion of the risk of weakening natural gas, NGL and condensate prices associated with our gathering, processing and sales activities, thereby stabilizing our cash flows. We have mitigated a portion of our expected commodity price risk associated with our gathering, processing and sales activities through 2015 with natural gas and crude oil derivative instruments. Additionally, given the limited depth of the NGL derivatives market, we primarily utilize crude oil swaps to mitigate a portion of our commodity price exposure for propane and heavier NGLs. Historically, prices of NGLs have been generally related to the price of crude oil, with some exceptions, notably in late 2008 to early 2009, when NGL pricing was at a greater discount to crude oil. Given the relationship and the lack of liquidity in the NGL financial market, we have historically used crude oil swaps to mitigate a portion of NGL price risks. When the relationship of NGL prices to crude oil prices is at a discount to historical ranges, we experience additional exposure as a result of the relationship. These transactions are primarily accomplished through the use of forward contracts, which are swap futures that effectively exchange our floating price risk for a fixed price. However, the type of instrument that we use to mitigate a portion of our risk may vary depending upon our risk management objective. These transactions are not designated as hedging instruments for accounting purposes and the change in fair value is reflected within our condensed consolidated statements of operations as a gain or a loss on commodity derivative activity.

With respect to our Pelico system, we may enter into financial derivatives to lock in transportation margins across the system, or to lock in margins around our leased storage facility to maximize value. This objective may be achieved through the use of physical purchases or sales of gas that are accounted for under accrual accounting. While the physical purchase or sale of gas transactions are accounted for under accrual accounting and any inventory is stated at lower of cost or market, the swaps are not designated as hedging instruments for accounting purposes and any change in fair value of these instruments is reflected within our condensed consolidated statements of operations.

Our Wholesale Propane Logistics segment is generally designed to establish stable margins by entering into supply arrangements that specify prices based on established floating price indices and by entering into sales agreements that provide for floating prices that are tied to our variable supply costs plus a margin. To the extent possible, we match the pricing of our supply portfolio to our sales portfolio in order to lock in value and reduce our overall commodity price risk. However, to the extent that we carry propane inventories or our sales and supply arrangements are not aligned, we are exposed to market variables and commodity price risk. We manage the commodity price risk of our supply portfolio and sales portfolio with both physical and financial transactions. While the majority of our sales and purchases in this segment are index-based, occasionally, we may enter into fixed price sales agreements in the event that a retail propane distributor desires to purchase propane from us on a fixed price basis. In such cases, we may manage this risk with derivatives that allow us to swap our fixed price risk to market index prices that are matched to our market index supply costs. In addition, we may on occasion use financial derivatives to manage the value of our propane inventories. These transactions are not designated as hedging instruments for accounting purposes and the change in value is reflected in the current period within our condensed consolidated statements of operations as a gain or loss on commodity derivative activity.

Our portfolio of commodity derivative activity is primarily accounted for using the mark-to-market method of accounting, whereby changes in fair value are recorded directly to the condensed consolidated statements of operations; however, depending upon our risk profile and objectives, in certain limited cases, we may execute transactions that qualify for the hedge method of accounting.

Commodity Cash Flow Hedges — Effective July 1, 2007, we elected to discontinue using the hedge method of accounting for derivatives that manage our commodity price risk. Prior to July 1, 2007, we used NGL, natural gas and crude oil swaps to mitigate a portion of the risk of market fluctuations in the price of NGLs, natural gas and condensate. Given our election to discontinue using the hedge method of accounting, the remaining net losses deferred in AOCI relative to cash flow hedges are reclassified to sales of natural gas, propane, NGLs and condensate, through December 2011, as the underlying transactions impact earnings.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
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Interest Rate Risk

We mitigate a portion of our interest rate risk on our revolving credit facility with interest rate swaps which convert a portion of the interest rate associated with the indebtedness outstanding under our revolving credit facility to a fixed rate obligation through June 2012, thereby reducing the exposure to market rate fluctuations.

On September 23, 2010 we filed a prospectus with the SEC relating to the issuance of \$250.0 million of our 3.25% Senior Notes, the proceeds of which were used to pay down our revolving credit facility. As a result of our pay down of the revolving credit facility, effective September 23, 2010, we discontinued cash flow hedge accounting on \$225.0 million of our interest rate swap agreements. Effective September 23, 2010, we account for \$225.0 million of interest rate swaps using the mark-to-market method of accounting, whereby changes in fair value are recorded directly to the condensed consolidated statements of operations, in interest expense. The net losses deferred in AOCI as of September 23, 2010 will be reclassified into interest expense as the hedged transactions impact earnings. On October 1, 2010, we terminated \$200.0 million of these swaps that would have matured in December 2010, for \$1.3 million. We also exchanged \$275.0 million of interest rate swaps with an effective date of December 2010 through June 2012 for \$150.0 million of interest rate swaps effective December 2010 through June 2014. These swaps are accounted for under the mark-to-market method of accounting.

We have designated \$350.0 million of our interest rate swap agreements as cash flow hedges, and effectiveness is determined by matching the principal balance and terms with that of the specified obligation. The effective portions of changes in fair value are recognized in AOCI in the condensed consolidated balance sheets and are reclassified into earnings as the hedged transactions impact earnings. The effect that these swaps have on our condensed consolidated financial statements, as well as the effect that is expected over the upcoming 12 months is summarized in the charts below. However, due to the volatility of the interest rate markets, the corresponding value in AOCI is subject to change prior to its reclassification into earnings. Ineffective portions of changes in fair value are recognized in earnings.

As of September 30 2010, \$425.0 million of the agreements reprice prospectively approximately every 90 days and the remaining \$150.0 million of the agreements reprice prospectively approximately every 30 days. Under the terms of the interest rate swap agreements, we pay fixed rates ranging from 2.26% to 5.19%, and receive interest payments based on the three-month and one-month LIBOR. The differences to be paid or received under the interest rate swap agreements are recognized as an adjustment to interest expense.

Contingent Credit Features

Each of the above risks is managed through the execution of individual contracts with a variety of counterparties. Certain of our derivative contracts may contain credit-risk related contingent provisions that may require us to take certain actions in certain circumstances.

We have International Swap Dealers Association, or ISDA, contracts which are standardized master legal arrangements that establish key terms and conditions which govern certain derivative transactions. These ISDA contracts contain standard credit-risk related contingent provisions. Some of the provisions we are subject to are outlined below.

- If we were to have an effective event of default under our Credit Agreement that occurs and is continuing, our ISDA counterparties may have the right to request early termination and net settlement of any outstanding derivative liability positions.
- In the event that DCP Midstream, LLC was to be downgraded below investment grade by at least one of the major credit rating agencies, certain of our ISDA counterparties may have the right to reduce our collateral threshold to zero, potentially requiring us to fully collateralize any commodity contracts in a net liability position.
- Additionally, in some cases, our ISDA contracts contain cross-default provisions that could constitute a credit-risk related contingent feature. These provisions apply if we default in making timely payments under those agreements and the amount of the default is above certain predefined thresholds, which are significantly high and are generally consistent with the terms of our Credit Agreement. As of September 30, 2010, we are not a party to any agreements that would be subject to these provisions other than our Credit Agreement.

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Our commodity derivative contracts that are not governed by ISDA contracts do not have any credit-risk related contingent features.

Depending upon the movement of commodity prices and interest rates, each of our individual contracts with counterparties to our commodity derivative instruments or to our interest rate swap instruments are in either a net asset or net liability position. As of September 30, 2010, we had \$48.1 million of individual commodity derivative contracts that contain credit-risk related contingent features that were in a net liability position, and have not posted any cash collateral relative to such positions. If a credit-risk related event were to occur and we were required to net settle our position with an individual counterparty, our ISDA contracts permit us to net all outstanding contracts with that counterparty, whether in a net asset or net liability position, as well as any cash collateral already posted. As of September 30, 2010 if a credit-risk related event were to occur we may be required to post additional collateral. Additionally, although our commodity derivative contracts that contain credit-risk related contingent features were in a net liability position as of September 30, 2010, if a credit-risk related event were to occur, the net liability position would be partially offset by contracts in a net asset position reducing our net liability to \$47.6 million.

As of September 30, 2010, our interest rate swaps were in a net liability position of approximately \$33.6 million of which, the entire amount is subject to credit-risk related contingent features. If we were to have a default of any of our covenants to our Credit Agreement, that occurs and is continuing, the counterparties to our swap instruments may have the right to request that we net settle the instrument in the form of cash.

Collateral

As of September 30, 2010 we had a contingent letter of credit facility for up to \$10.0 million, on which we have \$0 letters of credit issued. DCP Midstream, LLC had issued and outstanding parental guarantees totaling \$98.0 million in favor of certain counterparties to our commodity derivative instruments. This contingent letter of credit facility and the parental guarantees reduce the amount of cash we may be required to post as collateral. As of September 30, 2010, we had no cash collateral posted with counterparties to our commodity derivative instruments.

Summarized Derivative Information

The following summarizes the balance within AOCI relative to our commodity and interest rate cash flow hedges:

	<u>September 30,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
	(Millions)	
Commodity cash flow hedges:		
Net deferred losses in AOCI	\$ (0.5)	\$ (0.8)
Interest rate cash flow hedges:		
Net deferred losses in AOCI	(32.7)	(31.1)
Total AOCI	<u>\$ (33.2)</u>	<u>\$ (31.9)</u>

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
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The fair value of our derivative instruments that are designated as hedging instruments, those that are marked-to-market each period, as well as the location of each within our condensed consolidated balance sheets, by major category, is summarized as follows:

<u>Balance Sheet Line Item</u>	<u>September 30,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>	<u>Balance Sheet Line Item</u>	<u>September 30,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
	(Millions)			(Millions)	
Derivative Assets Designated as Hedging Instruments:			Derivative Liabilities Designated as Hedging Instruments:		
Interest rate derivatives:			Interest rate derivatives:		
Unrealized gains on derivative instruments — current	\$ —	\$ —	Unrealized losses on derivative instruments — current	\$ (13.7)	\$ (20.4)
Unrealized gains on derivative instruments — long-term	—	—	Unrealized losses on derivative instruments — long-term	(8.9)	(11.6)
	<u>\$ —</u>	<u>\$ —</u>		<u>\$ (22.6)</u>	<u>\$ (32.0)</u>
Derivative Assets Not Designated as Hedging Instruments:			Derivative Liabilities Not Designated as Hedging Instruments:		
Commodity derivatives:			Commodity derivatives:		
Unrealized gains on derivative instruments — current	\$ 1.7	\$ 7.3	Unrealized losses on derivative instruments — current	\$ (15.8)	\$ (21.1)
Unrealized gains on derivative instruments — long-term	1.3	2.0	Unrealized losses on derivative instruments — long-term	(33.5)	(46.4)
	<u>\$ 3.0</u>	<u>\$ 9.3</u>		<u>\$ (49.3)</u>	<u>\$ (67.5)</u>
Interest rate derivatives:			Interest rate derivatives:		
Unrealized gains on derivative instruments — current	\$ —	\$ —	Unrealized losses on derivative instruments — current	\$ (6.6)	\$ —
Unrealized gains on derivative instruments — long-term	—	—	Unrealized losses on derivative instruments — long-term	(4.4)	—
	<u>\$ —</u>	<u>\$ —</u>		<u>\$ (11.0)</u>	<u>\$ —</u>

The following table summarizes the impact on our condensed consolidated balance sheet and condensed consolidated statements of operations of our derivative instruments that are accounted for using the cash flow hedge method of accounting.

	Loss Recognized in AOCI on Derivatives — Effective Portion		(Loss) Gain Reclassified From AOCI to Earnings — Effective Portion		Gain (Loss) Recognized in Income on Derivatives — Ineffective Portion and Amount Excluded From Effectiveness Testing	
	Three Months Ended September 30,		Three Months Ended September 30,		Three Months Ended September 30,	
	2010	2009	2010	2009	2010	2009
	(Millions)		(Millions)		(Millions)	
Interest rate derivatives	\$ (4.8)	\$ (8.3)	\$ (5.4)	\$ (5.3)	(a) \$ —	\$ — (a)(c)
Commodity derivatives	\$ —	\$ —	\$ 0.1	\$ (0.1)	(b) \$ —	\$ — (b)(c)

- (a) Included in interest expense in our condensed consolidated statements of operations.
(b) Included in sales of natural gas, propane, NGLs and condensate in our condensed consolidated statements of operations.
(c) For the three months ended September 30, 2010 and 2009, no derivative gains or losses were reclassified from AOCI to current period earnings as a result of the discontinuance of cash flow hedges related to certain forecasted transactions that are not probable of occurring.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Loss Recognized in AOCI on Derivatives — Effective Portion		Loss Reclassified From AOCI to Earnings — Effective Portion		(a)	Gain (Loss) Recognized in Income on Derivatives — Ineffective Portion and Amount Excluded From Effectiveness Testing		(b)(c)	Deferred Losses in AOCI Expected to be Reclassified into Earnings Over the Next 12 Months
	Nine Months Ended September 30,		Nine Months Ended September 30,			Nine Months Ended September 30,			
	2010	2009	2010	2009		2010	2009		
	(Millions)		(Millions)			(Millions)			(Millions)
Interest rate derivatives	\$ (18.2)	\$ (8.0)	\$ (16.6)	\$ (13.9)	(a)	\$ —	\$ —	(a)(c)	\$ (19.7)
Commodity derivatives	\$ —	\$ —	\$ (0.3)	\$ (0.7)	(b)	\$ —	\$ —	(b)(c)	\$ (0.3)

- (a) Included in interest expense in our condensed consolidated statements of operations.
(b) Included in sales of natural gas, propane, NGLs and condensate in our condensed consolidated statements of operations.
(c) For the nine months ended September 30, 2010 and 2009, no derivative gains or losses were reclassified from AOCI to current period earnings as a result of the discontinuance of cash flow hedges related to certain forecasted transactions that are not probable of occurring.

Changes in value of derivative instruments, for which the hedge method of accounting has not been elected from one period to the next, are recorded in the condensed consolidated statements of operations. The following summarizes these amounts and the location within the condensed consolidated statements of operations that such amounts are reflected:

Commodity Derivatives: Statements of Operations Line Item	Three Months Ended September 30,		Nine Months Ended September 30,	
	2010	2009	2010	2009
	(Millions)			
Third party:				
Realized	\$ 2.6	\$ 2.8	\$ 0.5	\$ 17.6
Unrealized	(18.4)	1.6	12.5	(49.5)
Gains (losses) from commodity derivative activity, net	<u>\$ (15.8)</u>	<u>\$ 4.4</u>	<u>\$ 13.0</u>	<u>\$ (31.9)</u>
Affiliates:				
Realized	\$ (0.5)	\$ 0.1	\$ (0.4)	\$ (0.3)
Unrealized	(0.2)	(1.1)	(0.6)	(3.3)
Losses from commodity derivative activity, net — affiliates	<u>\$ (0.7)</u>	<u>\$ (1.0)</u>	<u>\$ (1.0)</u>	<u>\$ (3.6)</u>
Interest Rate Derivatives: Statements of Operations Line Item				
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2010	2009	2010	2009
	(Millions)			
Third party:				
Unrealized	\$ (0.1)	\$ —	\$ (0.1)	\$ —
Interest expense	<u>\$ (0.1)</u>	<u>\$ —</u>	<u>\$ (0.1)</u>	<u>\$ —</u>

We do not have any derivative financial instruments that qualify as a hedge of a net investment.

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The following table represents, by commodity type, our net long or short positions that are expected to partially or entirely settle in each respective year. To the extent that we have long dated derivative positions that span multiple calendar years, the contract will appear in more than one line item in the table below. This table also presents our net long or short natural gas basis swap positions separately from our net long or short natural gas positions.

Year of Expiration	September 30, 2010			
	Crude Oil Net Long (Short) Position (Bbls)	Natural Gas Net Long (Short) Position (MMBtu)	Natural Gas Liquids Net Long (Short) Position (Bbls)	Natural Gas Basis Swaps Net Long (Short) Position (MMBtu)
2010	(245,180)	(593,300)	(20,524)	(31,000)
2011	(949,000)	(365,000)	6,810	—
2012	(777,750)	(366,000)	—	—
2013	(748,250)	(365,000)	—	—
2014	(547,500)	(365,000)	—	—
2015	(182,500)	—	—	—

We periodically enter into interest rate swap agreements to mitigate a portion of our floating rate interest exposure. As of September 30, 2010, we have swaps with a notional value between \$25.0 million and \$150.0 million, which, in aggregate, exchange up to \$575.0 million of our floating rate obligation to a fixed rate obligation through June 2012. On October 1, 2010, we terminated \$200.0 million of these swaps, that would have matured in December 2010, for \$1.3 million. We also exchanged \$275.0 million of interest rate swaps with an effective date of December 2010 through June 2012 for \$150.0 million of interest rate swaps effective December 2010 through June 2014.

11. Partnership Equity and Distributions

General — Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our Available Cash as defined below, to unitholders of record on the applicable record date, as determined by our general partner.

In September 2010, we issued 5,200 units, from our Long Term Incentive Plan, to non-employee directors as compensation for their service during 2010.

In August 2010, we issued 2,990,000 common units at \$32.57 per unit. We received proceeds of \$93.1 million, net of offering costs.

On May 26, 2010, we filed a universal shelf registration statement on Form S-3 with the SEC with a maximum aggregate offering price of \$1.5 billion, to replace an existing shelf registration statement. The universal shelf registration statement will allow us to register and issue additional partnership units and debt securities.

In November 2009, we issued 2,500,000 common units at \$25.40 per unit, and in December 2009 we issued an additional 375,000 common units to the underwriters upon exercise of their overallotment option. We received proceeds of \$69.5 million, net of offering costs.

In April 2009, we issued 3,500,000 Class D units valued at \$49.7 million. The Class D units were issued to DCP Midstream, LLC in consideration for an additional 25.1% interest in East Texas and a fixed price natural gas liquids derivative by NGL component for the period April 2009 to March 2010. The Class D units converted into our common units on a one-for-one basis on August 17, 2009.

Definition of Available Cash — Available Cash, for any quarter, consists of all cash and cash equivalents on hand at the end of that quarter:

- less the amount of cash reserves established by the general partner to:
 - provide for the proper conduct of our business;
 - comply with applicable law, any of our debt instruments or other agreements; and

DCP MIDSTREAM PARTNERS, LP
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- provide funds for distributions to the unitholders and to our general partner for any one or more of the next four quarters;
- plus, if our general partner so determines, all or a portion of cash and cash equivalents on hand on the date of determination of Available Cash for the quarter.

General Partner Interest and Incentive Distribution Rights — The general partner is entitled to a percentage of all quarterly distributions equal to its general partner interest of approximately 1% and limited partner interest of 1% as of September 30, 2010. The general partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its current general partner interest.

The incentive distribution rights held by the general partner entitle it to receive an increasing share of Available Cash when pre-defined distribution targets are achieved. Currently, our distribution to our general partner related to its incentive distribution rights is at the highest level. The general partner's incentive distribution rights were not reduced as a result of our common limited partner unit issuances, and will not be reduced if we issue additional units in the future and the general partner does not contribute a proportionate amount of capital to us to maintain its current general partner interest. Please read the *Distributions of Available Cash after the Subordination Period* section below for more details about the distribution targets and their impact on the general partner's incentive distribution rights.

Class D Units — All of the Class D units were held by DCP Midstream, LLC and converted into our common units on a one for one basis on August 17, 2009. The holders of the Class D units received the distribution for the second quarter of 2009, paid on August 14, 2009.

Subordinated Units — All of our subordinated units were held by DCP Midstream, LLC and were converted to common units by February 2009. The subordination period had an early termination provision that permitted 50% of the subordinated units, or 3,571,428 units, to convert into common units on a one-to-one basis in February 2008 and permitted the other 50% of the subordinated units, or 3,571,429 units, to convert into common units on a one-to-one basis in February 2009, following the satisfactory completion of the tests for ending the subordination period contained in our partnership agreement. The board of directors of the General Partner certified that all conditions for early conversion were satisfied.

Distributions of Available Cash after the Subordination Period — Our partnership agreement, after adjustment for the general partner's relative ownership level, requires that we make distributions of Available Cash from operating surplus for any quarter after the subordination period, which ended in February 2009, in the following manner:

- *first*, to all unitholders and the general partner, in accordance with their pro rata interest, until each unitholder receives a total of \$0.4025 per unit for that quarter;
- *second*, 13% to the general partner, plus the general partner's pro rata interest, and the remainder to all unitholders pro rata until each unitholder receives a total of \$0.4375 per unit for that quarter;
- *third*, 23% to the general partner, plus the general partner's pro rata interest, and the remainder to all unitholders pro rata until each unitholder receives a total of \$0.525 per unit for that quarter; and
- *thereafter*, 48% to the general partner, plus the general partner's pro rata interest, and the remainder to all unitholders.

The following table presents our cash distributions paid in 2010 and 2009:

<u>Payment Date</u>	<u>Per Unit Distribution</u>	<u>Total Cash Distribution (Millions)</u>
August 13, 2010	\$ 0.610	\$ 25.3
May 14, 2010	\$ 0.600	\$ 24.6
February 12, 2010	\$ 0.600	\$ 24.6
November 13, 2009	\$ 0.600	\$ 22.6
August 14, 2009	\$ 0.600	\$ 22.6
May 15, 2009	\$ 0.600	\$ 20.1
February 13, 2009	\$ 0.600	\$ 20.1

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
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12. Commitments and Contingent Liabilities

Litigation — We are a party to various legal proceedings, as well as administrative and regulatory proceedings and commercial disputes that have arisen in the ordinary course of our business. Management currently believes that the ultimate resolution of these matters, taken as a whole, and after consideration of amounts accrued, insurance coverage or other indemnification arrangements, will not have a material adverse effect on our condensed consolidated results of operations, financial position, or cash flows. See Note 17 in Item 8 of our 2009 Form 10-K for additional details.

Westfield — In July 2010 there was an explosion at a condominium complex in Norfolk, Massachusetts in which a worker at the condominium was killed. An investigation of the accident by the Massachusetts State Fire Marshall has indicated that the propane that exploded may have been unodorized. The investigation further indicated that the propane that exploded may have been supplied by our Westfield propane rail terminal to one of our customers. We are not responsible for odorization of the propane we supply to our customers. Rather, we receive the propane by rail which has been odorized by our suppliers. An attorney representing the estate of the deceased has put us on notice of an intent to bring legal action in this matter. We intend to vigorously defend any such legal action. It is not possible to predict whether we will incur any liability or to estimate the damages, if any, we might incur in connection with this matter. Management does not believe the ultimate resolution of this issue will have a material adverse effect on our consolidated results of operations, financial position or cash flows.

Driver — In August 2007, Driver Pipeline Company, Inc., or Driver, filed a lawsuit against DCP Midstream, LP, an affiliate of the owner of our general partner, in District Court, Jackson County, Texas. The litigation arose from a commercial dispute involving the construction of our Wilbreeze pipeline in 2006. Driver was the primary contractor for construction of the pipeline and the construction process was managed for us by DCP Midstream, LP. In June 2010, we settled this matter with Driver for \$0.3 million, which we have recorded to general and administrative expense during the nine months ended September 30, 2010.

El Paso — On February 27, 2009, a jury in the District Court, Harris County, Texas rendered a verdict in favor of El Paso E&P Company, L.P., or El Paso, and against one of our subsidiaries and DCP Midstream, LLC. As previously disclosed, the lawsuit, filed in December 2006, stems from an ongoing commercial dispute involving our Minden processing plant that dates back to August 2000. During the second quarter of 2009 we filed an appeal in the 14th Court of Appeals, Texas. El Paso filed an additional lawsuit in the District Court of Webster Parish, Louisiana, claiming damages for the same claims as the Texas matter, but for periods prior to our ownership of the Minden processing plant. The Louisiana court determined in August 2009 that El Paso's Louisiana claims were barred by the doctrine of res judicata and dismissed the case with prejudice in Louisiana. In January 2010, we and DCP Midstream, LLC entered into a settlement agreement with El Paso to resolve all claims brought by El Paso regarding this matter in Texas and Louisiana. Under the terms of the settlement agreement, we paid El Paso approximately \$2.2 million for our portion of the settlement, which is within the amount of our previously disclosed contingent liability. The cases have been dismissed in both Texas and Louisiana.

Insurance — We renewed our insurance policies in May, June and July 2010 for the 2010-2011 insurance year. We contract with third-party and affiliate insurers for: (1) automobile liability insurance for all owned, non-owned and hired vehicles; (2) general liability insurance; (3) excess liability insurance above the established primary limits for general liability and automobile liability insurance; and (4) property insurance, which covers replacement value of real and personal property and includes business interruption/extra expense. These renewals have not resulted in any material change to the premiums we are contracted to pay in the 2010-2011 insurance year compared with the 2009-2010 insurance year. We are jointly insured with DCP Midstream, LLC for directors and officers insurance covering our directors and officers for acts related to our business activities. All coverage is subject to certain limits and deductibles, the terms and conditions of which are common for companies that are of similar size to us and with similar types of operations.

Our insurance on Discovery for the 2010-2011 insurance year covers onshore named windstorm property and business interruption insurance and onshore and offshore non-windstorm property and business interruption insurance. The availability of offshore named windstorm property and business interruption insurance has been significantly reduced over the past two years as a result of higher industry-wide damage claims. Additionally, the named windstorm property and business interruption insurance that is available comes at uneconomic premium levels, higher deductibles and lower coverage limits. Consequently, as with the 2009-2010 insurance year, Discovery elected to not purchase offshore named windstorm property and business interruption insurance coverage for the 2010-2011 insurance year.

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Indemnification — DCP Midstream, LLC has agreed to indemnify us for certain potential environmental claims, losses and expenses associated with the operation of the assets of certain of our predecessors. See the “Indemnification” section of Note 5 in Item 8 of our 2009 Form 10-K for additional details.

13. Business Segments

Our operations are located in the United States and are organized into three reporting segments: (1) Natural Gas Services; (2) Wholesale Propane Logistics; and (3) NGL Logistics.

Natural Gas Services — The Natural Gas Services segment consists of our Northern Louisiana system, our Southern Oklahoma system, our 40% limited liability company interest in Discovery, our 75% interest in our Colorado system, our Wyoming system, our 50.1% interest in our East Texas system, and our Michigan systems.

Wholesale Propane Logistics — The Wholesale Propane Logistics segment consists of five owned and operated rail terminals, one owned marine import terminal, one leased marine terminal, one pipeline terminal and access to several open-access pipeline terminals.

NGL Logistics — The NGL Logistics segment consists of the Seabreeze and Wilbreeze NGL transportation pipelines, the Wattenberg NGL transportation pipeline, and the Black Lake interstate NGL pipeline.

These segments are monitored separately by management for performance against our internal forecast and are consistent with internal financial reporting. These segments have been identified based on the differing products and services, regulatory environment and the expertise required for these operations. Gross margin is a performance measure utilized by management to monitor the business of each segment.

The following tables set forth our segment information:

Three Months Ended September 30, 2010

	<u>Natural Gas Services</u>	<u>Wholesale Propane Logistics</u>	<u>NGL Logistics (Millions)</u>	<u>Other</u>	<u>Total</u>
Total operating revenue	\$ 167.9	\$ 65.9	\$ 6.1	\$ —	\$ 239.9
Gross margin (a)	\$ 32.8	\$ 3.0	\$ 3.9	\$ —	\$ 39.7
Operating and maintenance expense	(15.0)	(3.1)	(1.1)	—	(19.2)
Depreciation and amortization expense	(17.3)	(1.0)	(0.8)	(0.1)	(19.2)
General and administrative expense	—	—	—	(8.2)	(8.2)
Step acquisition — equity interest re-measurement gain	—	—	9.1	—	9.1
Other income	0.5	—	—	—	0.5
Earnings from unconsolidated affiliates	4.1	—	—	—	4.1
Interest expense	—	—	—	(7.5)	(7.5)
Income tax expense (b)	—	—	—	(0.1)	(0.1)
Net income (loss)	5.1	(1.1)	11.1	(15.9)	(0.8)
Net income attributable to noncontrolling interests	(3.3)	—	—	—	(3.3)
Net income (loss) attributable to partners	<u>\$ 1.8</u>	<u>\$ (1.1)</u>	<u>\$ 11.1</u>	<u>\$ (15.9)</u>	<u>\$ (4.1)</u>
Non-cash derivative mark-to-market (c)	<u>\$ (18.0)</u>	<u>\$ (0.5)</u>	<u>\$ —</u>	<u>\$ (0.2)</u>	<u>\$ (18.7)</u>
Capital expenditures	<u>\$ 8.8</u>	<u>\$ 0.3</u>	<u>\$ 2.6</u>	<u>\$ —</u>	<u>\$ 11.7</u>
Acquisitions net of cash acquired	<u>\$ —</u>	<u>\$ 66.0</u>	<u>\$ 15.8</u>	<u>\$ —</u>	<u>\$ 81.8</u>

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Three Months Ended September 30, 2009

	Natural Gas Services	Wholesale Propane Logistics	NGL Logistics (Millions)	Other	Total
Total operating revenue	\$ 154.1	\$ 48.5	\$ 3.1	\$ —	\$ 205.7
Gross margin (a)	\$ 47.3	\$ 5.2	\$ 1.9	\$ —	\$ 54.4
Operating and maintenance expense	(16.1)	(2.5)	(0.4)	—	(19.0)
Depreciation and amortization expense	(15.8)	(0.3)	(0.3)	—	(16.4)
General and administrative expense	—	—	—	(7.9)	(7.9)
Earnings from unconsolidated affiliates	7.9	—	0.5	—	8.4
Interest expense	—	—	—	(7.1)	(7.1)
Income tax expense (b)	—	—	—	—	—
Net income (loss)	23.3	2.4	1.7	(15.0)	12.4
Net income attributable to noncontrolling interests	(2.5)	—	—	—	(2.5)
Net income (loss) attributable to partners	\$ 20.8	\$ 2.4	\$ 1.7	\$(15.0)	\$ 9.9
Non-cash derivative mark-to-market (c)	\$ (0.3)	\$ 0.6	\$ —	\$ —	\$ 0.3
Capital expenditures	\$ 24.6	\$ —	\$ —	\$ —	\$ 24.6
Acquisitions, net of cash acquired	\$ (0.7)	\$ —	\$ —	\$ —	\$ (0.7)

Nine Months Ended September 30, 2010

	Natural Gas Services	Wholesale Propane Logistics	NGL Logistics (Millions)	Other	Total
Total operating revenue	\$ 597.7	\$ 308.9	\$ 14.5	\$ —	\$ 921.1
Gross margin (a)	\$ 156.8	\$ 15.8	\$ 9.8	\$ —	\$ 182.4
Operating and maintenance expense	(48.2)	(8.3)	(2.3)	—	(58.8)
Depreciation and amortization expense	(52.1)	(1.6)	(1.9)	(0.1)	(55.7)
General and administrative expense	—	—	—	(25.0)	(25.0)
Step acquisition — equity interest re-measurement gain	—	—	9.1	—	9.1
Other income	1.0	—	—	—	1.0
Other income — affiliates	—	3.0	—	—	3.0
Earnings from unconsolidated affiliates	17.8	—	0.8	—	18.6
Interest expense	—	—	—	(22.0)	(22.0)
Income tax expense (b)	—	—	—	(0.5)	(0.5)
Net income (loss)	75.3	8.9	15.5	(47.6)	52.1
Net income attributable to noncontrolling interests	(4.4)	—	—	—	(4.4)
Net income (loss) attributable to partners	\$ 70.9	\$ 8.9	\$ 15.5	\$(47.6)	\$ 47.7
Non-cash derivative mark-to-market (c)	\$ 12.7	\$ (1.1)	\$ —	\$ —	\$ 11.6
Capital expenditures	\$ 32.1	\$ 0.3	\$ 4.7	\$ —	\$ 37.1
Acquisitions, net of cash acquired	\$ —	\$ 66.0	\$ 37.8	\$ —	\$ 103.8
Investments in unconsolidated affiliates	\$ 0.7	\$ —	\$ —	\$ —	\$ 0.7

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Nine Months Ended September 30, 2009

	<u>Natural Gas Services</u>	<u>Wholesale Propane Logistics</u>	<u>NGL Logistics (Millions)</u>	<u>Other</u>	<u>Total</u>
Total operating revenue	\$407.2	\$ 228.2	\$ 6.7	\$ —	\$642.1
Gross margin (a)	\$ 84.3	\$ 36.8	\$ 4.5	\$ —	\$125.6
Operating and maintenance expense	(43.8)	(7.6)	(0.9)	—	(52.3)
Depreciation and amortization expense	(45.1)	(1.0)	(1.1)	(0.1)	(47.3)
General and administrative expense	—	—	—	(23.6)	(23.6)
Earnings from unconsolidated affiliates	9.7	—	1.3	—	11.0
Interest income	—	—	—	0.3	0.3
Interest expense	—	—	—	(21.4)	(21.4)
Income tax expense (b)	—	—	—	(0.1)	(0.1)
Net income (loss)	5.1	28.2	3.8	(44.9)	(7.8)
Net income attributable to noncontrolling interests	(3.3)	—	—	—	(3.3)
Net income (loss) attributable to partners	\$ 1.8	\$ 28.2	\$ 3.8	\$ (44.9)	\$ (11.1)
Non-cash derivative mark-to-market (c)	\$ (54.2)	\$ 0.7	\$ —	\$ (0.2)	\$ (53.7)
Capital expenditures	\$142.6	\$ 0.4	\$ —	\$ —	\$143.0
Acquisitions, net of cash acquired	\$ (0.6)	\$ —	\$ —	\$ —	\$ (0.6)
Investments in unconsolidated affiliates	\$ 5.8	\$ —	\$ —	\$ —	\$ 5.8

	<u>September 30, 2010</u>	<u>December 31, 2009</u>
	(Millions)	
Segment long-term assets:		
Natural Gas Services	\$ 1,150.5	\$ 1,185.2
Wholesale Propane Logistics (d)	101.6	53.2
NGL Logistics (d)	84.7	32.3
Other (e)	4.0	13.1
Total long-term assets	1,340.8	1,283.8
Current assets	158.4	197.7
Total assets	\$ 1,499.2	\$ 1,481.5

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

- (a) Gross margin consists of total operating revenues, including commodity derivative activity, less purchases of natural gas, propane and NGLs. Gross margin is viewed as a non-GAAP measure under the rules of the SEC, but is included as a supplemental disclosure because it is a primary performance measure used by management as it represents the results of product sales versus product purchases. As an indicator of our operating performance, gross margin should not be considered an alternative to, or more meaningful than, net income or cash flow as determined in accordance with GAAP. Our gross margin may not be comparable to a similarly titled measure of another company because other entities may not calculate gross margin in the same manner.
- (b) Income tax expense relates primarily to the Texas margin tax and the Michigan business tax.
- (c) Non-cash commodity derivative mark-to-market is included in segment gross margin, along with cash settlements for our derivative contracts.
- (d) Long-term assets for our Wholesale Propane Logistics segment increased in 2010 as a result of our purchase of Atlantic Energy.
 Long-term assets for our NGL Logistics segment increased in 2010 as a result of (1) the Wattenberg pipeline acquisition, and (2) an additional 50% interest in Black Lake from an affiliate of BP PLC, bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary.
- (e) Other long-term assets not allocable to segments consist of restricted investments, unrealized gains on derivative instruments, corporate leasehold improvements and other long-term assets.

14. Supplemental Cash Flow Information

	Nine Months Ended September 30,	
	2010	2009
	(Millions)	
Cash paid for interest, net of amounts capitalized	\$ 6.7	\$ 7.8
Cash paid for income taxes, net of income tax refunds	\$ 0.5	\$ 0.5
Non-cash investing and financing activities:		
Property, plant and equipment acquired with accounts payable	\$ 7.0	\$ 11.5
Other non-cash additions of property plant and equipment	\$ 0.5	\$ 2.3
Accounts payable related to acquisitions	\$ 1.9	\$ —
Accounts payable related to equity issuance costs	\$ 0.1	\$ —
Accounts payable related to debt issuance costs	\$ 0.4	\$ —
Acquisition related contingent consideration	\$ 1.0	\$ —

15. Supplementary Information — Condensed Consolidating Financial Information

The following condensed consolidating financial information presents the results of operations, financial position and cash flows of DCP Midstream Partners, LP, or parent guarantor, DCP Midstream Operating LP, or subsidiary issuer, which is a wholly owned subsidiary, and non-guarantor subsidiaries, as well as the consolidating adjustments necessary to present DCP Midstream Partners, LP's results on a consolidated basis. In conjunction with the universal shelf registration statement on Form S-3 filed with the SEC on May 26, 2010, the parent guarantor has agreed to fully and unconditionally guarantee securities of the subsidiary issuer. For the purpose of the following financial information, investments in subsidiaries are reflected in accordance with the equity method of accounting. The financial information may not necessarily be indicative of results of operations, cash flows, or financial position had the subsidiaries operated as independent entities.

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Balance Sheets September 30, 2010				
	Parent Guarantor	Subsidiary Issuer	Non- Guarantor Subsidiaries (Millions)	Consolidating Adjustments	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	\$ —	\$ 10.9	\$ 5.3	\$ (4.4)	\$ 11.8
Accounts receivable	—	—	103.1	—	103.1
Inventories	—	—	31.8	—	31.8
Other	—	—	11.7	—	11.7
Total current assets	—	10.9	151.9	(4.4)	158.4
Property, plant and equipment, net	—	—	1,042.5	—	1,042.5
Goodwill and intangible assets, net	—	—	187.3	—	187.3
Advances receivable — consolidated subsidiaries	264.8	497.3	—	(762.1)	—
Investments in consolidated subsidiaries	178.6	315.7	—	(494.3)	—
Investments in unconsolidated affiliates	—	—	103.6	—	103.6
Other long term assets	—	2.0	5.4	—	7.4
Total assets	<u>\$ 443.4</u>	<u>\$ 825.9</u>	<u>\$ 1,490.7</u>	<u>\$ (1,260.8)</u>	<u>\$ 1,499.2</u>
LIABILITIES AND EQUITY					
Accounts payable and other current liabilities	\$ 0.2	\$ 21.2	\$ 142.8	\$ (4.4)	\$ 159.8
Advances payable — consolidated subsidiaries	—	—	762.1	(762.1)	—
Long-term debt	—	612.8	—	—	612.8
Other long-term liabilities	—	13.3	49.1	—	62.4
Total liabilities	<u>0.2</u>	<u>647.3</u>	<u>954.0</u>	<u>(766.5)</u>	<u>835.0</u>
Commitments and contingent liabilities					
Equity:					
Partners' equity					
Net equity	443.2	211.3	316.2	(494.3)	476.4
Accumulated other comprehensive loss	—	(32.7)	(0.5)	—	(33.2)
Total partners' equity	<u>443.2</u>	<u>178.6</u>	<u>315.7</u>	<u>(494.3)</u>	<u>443.2</u>
Noncontrolling interests	—	—	221.0	—	221.0
Total equity	<u>443.2</u>	<u>178.6</u>	<u>536.7</u>	<u>(494.3)</u>	<u>664.2</u>
Total liabilities and equity	<u>\$ 443.4</u>	<u>\$ 825.9</u>	<u>\$ 1,490.7</u>	<u>\$ (1,260.8)</u>	<u>\$ 1,499.2</u>

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Balance Sheets December 31, 2009				
	Parent Guarantor	Subsidiary Issuer	Non- Guarantor Subsidiaries (Millions)	Consolidating Adjustments	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	\$ —	\$ 1.6	\$ 1.3	\$ (0.8)	\$ 2.1
Accounts receivable	—	—	152.5	—	152.5
Inventories	—	—	34.2	—	34.2
Other	—	0.1	8.8	—	8.9
Total current assets	—	1.7	196.8	(0.8)	197.7
Restricted investments	—	10.0	—	—	10.0
Property, plant and equipment, net	—	—	1,000.1	—	1,000.1
Goodwill and intangible assets, net	—	—	152.6	—	152.6
Advances receivable — consolidated subsidiaries	245.8	520.0	—	(765.8)	—
Investments in consolidated subsidiaries	131.9	245.3	—	(377.2)	—
Investments in unconsolidated affiliates	—	—	114.6	—	114.6
Other long-term assets	—	0.6	5.9	—	6.5
Total assets	\$ 377.7	\$ 777.6	\$ 1,470.0	\$ (1,143.8)	\$ 1,481.5
LIABILITIES AND EQUITY					
Accounts payable and other current liabilities	\$ —	\$ 21.1	\$ 170.8	\$ (0.8)	\$ 191.1
Advances payable — consolidated subsidiaries	—	—	765.8	(765.8)	—
Long-term debt	—	613.0	—	—	613.0
Other long-term liabilities	—	11.6	60.4	—	72.0
Total liabilities	—	645.7	997.0	(766.6)	876.1
Commitments and contingent liabilities					
Equity:					
Partners' equity					
Net equity	377.7	163.0	246.1	(377.2)	409.6
Accumulated other comprehensive loss	—	(31.1)	(0.8)	—	(31.9)
Total partners' equity	377.7	131.9	245.3	(377.2)	377.7
Noncontrolling interests	—	—	227.7	—	227.7
Total equity	377.7	131.9	473.0	(377.2)	605.4
Total liabilities and equity	\$ 377.7	\$ 777.6	\$ 1,470.0	\$ (1,143.8)	\$ 1,481.5

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Statements of Operations Three Months Ended September 30, 2010				
	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u> (Millions)	<u>Consolidating Adjustments</u>	<u>Consolidated</u>
Operating revenues:					
Sales of natural gas, propane, NGLs and condensate	\$ —	\$ —	\$ 227.7	\$ —	\$ 227.7
Transportation, processing and other	—	—	28.7	—	28.7
Losses from commodity derivative activity, net	—	—	(16.5)	—	(16.5)
Total operating revenues	—	—	239.9	—	239.9
Operating costs and expenses:					
Purchases of natural gas, propane and NGLs	—	—	(200.2)	—	(200.2)
Operating and maintenance expense	—	—	(19.2)	—	(19.2)
Depreciation and amortization expense	—	—	(19.2)	—	(19.2)
General and administrative expense	—	(0.2)	(8.0)	—	(8.2)
Step acquisition — equity interest re-measurement gain	—	—	9.1	—	9.1
Other income	—	—	0.5	—	0.5
Other income — affiliates	—	—	—	—	—
Total operating costs and expenses	—	(0.2)	(237.0)	—	(237.2)
Operating (loss) income	—	(0.2)	2.9	—	2.7
Interest expense, net	—	(7.5)	—	—	(7.5)
(Losses) income from consolidated subsidiaries	(4.1)	3.6	—	0.5	—
Earnings from unconsolidated affiliates	—	—	4.1	—	4.1
(Losses) income before income taxes	(4.1)	(4.1)	7.0	0.5	(0.7)
Income tax expense	—	—	(0.1)	—	(0.1)
Net (loss) income	(4.1)	(4.1)	6.9	0.5	(0.8)
Net income attributable to noncontrolling interests	—	—	(3.3)	—	(3.3)
Net (loss) income attributable to partners	\$ (4.1)	\$ (4.1)	\$ 3.6	\$ 0.5	\$ (4.1)

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Statements of Operations Three Months Ended September 30, 2009				
	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u> (Millions)	<u>Consolidating Adjustments</u>	<u>Consolidated</u>
Operating revenues:					
Sales of natural gas, propane, NGLs and condensate	\$ —	\$ —	\$ 178.1	\$ —	\$ 178.1
Transportation, processing and other	—	—	24.2	—	24.2
Gains from commodity derivative activity, net	—	—	3.4	—	3.4
Total operating revenues	<u>—</u>	<u>—</u>	<u>205.7</u>	<u>—</u>	<u>205.7</u>
Operating costs and expenses:					
Purchases of natural gas, propane and NGLs	—	—	(151.3)	—	(151.3)
Operating and maintenance expense	—	—	(19.0)	—	(19.0)
Depreciation and amortization expense	—	—	(16.4)	—	(16.4)
General and administrative expense	—	—	(7.9)	—	(7.9)
Total operating costs and expenses	<u>—</u>	<u>—</u>	<u>(194.6)</u>	<u>—</u>	<u>(194.6)</u>
Operating income	—	—	11.1	—	11.1
Interest expense, net	—	(7.0)	(0.1)	—	(7.1)
Earnings from consolidated subsidiaries	9.9	16.9	—	(26.8)	—
Earnings from unconsolidated affiliates	—	—	8.4	—	8.4
Net income	9.9	9.9	19.4	(26.8)	12.4
Net income attributable to noncontrolling interests	<u>—</u>	<u>—</u>	<u>(2.5)</u>	<u>—</u>	<u>(2.5)</u>
Net income attributable to partners	<u>\$ 9.9</u>	<u>\$ 9.9</u>	<u>\$ 16.9</u>	<u>\$ (26.8)</u>	<u>\$ 9.9</u>

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Statements of Operations Nine Months Ended September 30, 2010				
	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u> (Millions)	<u>Consolidating Adjustments</u>	<u>Consolidated</u>
Operating revenues:					
Sales of natural gas, propane, NGLs and condensate	\$ —	\$ —	\$ 826.1	\$ —	\$ 826.1
Transportation, processing and other	—	—	83.0	—	83.0
Gains from commodity derivative activity, net	—	—	12.0	—	12.0
Total operating revenues	—	—	921.1	—	921.1
Operating costs and expenses:					
Purchases of natural gas, propane and NGLs	—	—	(738.7)	—	(738.7)
Operating and maintenance expense	—	—	(58.8)	—	(58.8)
Depreciation and amortization expense	—	—	(55.7)	—	(55.7)
General and administrative expense	—	(0.2)	(24.8)	—	(25.0)
Step acquisition — equity interest re-measurement gain	—	—	9.1	—	9.1
Other income	—	—	1.0	—	1.0
Other income — affiliates	—	—	3.0	—	3.0
Total operating costs and expenses	—	(0.2)	(864.9)	—	(865.1)
Operating (loss) income	—	(0.2)	56.2	—	56.0
Interest expense, net	—	(21.9)	(0.1)	—	(22.0)
Earnings from consolidated subsidiaries	47.7	69.8	—	(117.5)	—
Earnings from unconsolidated affiliates	—	—	18.6	—	18.6
Income before income taxes	47.7	47.7	74.7	(117.5)	52.6
Income tax expense	—	—	(0.5)	—	(0.5)
Net income	47.7	47.7	74.2	(117.5)	52.1
Net income attributable to noncontrolling interests	—	—	(4.4)	—	(4.4)
Net income attributable to partners	\$ 47.7	\$ 47.7	\$ 69.8	\$ (117.5)	\$ 47.7

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Statements of Operations Nine Months Ended September 30, 2009				
	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u> (Millions)	<u>Consolidating Adjustments</u>	<u>Consolidated</u>
Operating revenues:					
Sales of natural gas, propane, NGLs and condensate	\$ —	\$ —	\$ 608.9	\$ —	\$ 608.9
Transportation, processing and other	—	—	68.7	—	68.7
Losses from commodity derivative activity, net	—	—	(35.5)	—	(35.5)
Total operating revenues	<u>—</u>	<u>—</u>	<u>642.1</u>	<u>—</u>	<u>642.1</u>
Operating costs and expenses:					
Purchases of natural gas, propane and NGLs	—	—	(516.5)	—	(516.5)
Operating and maintenance expense	—	—	(52.3)	—	(52.3)
Depreciation and amortization expense	—	—	(47.3)	—	(47.3)
General and administrative expense	—	—	(23.6)	—	(23.6)
Total operating costs and expenses	<u>—</u>	<u>—</u>	<u>(639.7)</u>	<u>—</u>	<u>(639.7)</u>
Operating income	—	—	2.4	—	2.4
Interest expense, net	—	(20.9)	(0.2)	—	(21.1)
(Losses) earnings from consolidated subsidiaries	(11.1)	9.8	—	1.3	—
Earnings from unconsolidated affiliates	—	—	11.0	—	11.0
(Loss) income before income taxes	(11.1)	(11.1)	13.2	1.3	(7.7)
Income tax expense	—	—	(0.1)	—	(0.1)
Net (loss) income	(11.1)	(11.1)	13.1	1.3	(7.8)
Net income attributable to noncontrolling interests	—	—	(3.3)	—	(3.3)
Net (loss) income attributable to partners	<u>\$ (11.1)</u>	<u>\$ (11.1)</u>	<u>\$ 9.8</u>	<u>\$ 1.3</u>	<u>\$ (11.1)</u>

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Statements of Cash Flows Nine Months Ended September 30, 2010				
	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u> (Millions)	<u>Consolidating Adjustments</u>	<u>Consolidated</u>
OPERATING ACTIVITIES					
Net cash (used in) provided by operating activities	\$ (18.8)	\$ 1.0	\$ 151.8	\$ (3.6)	\$ 130.4
INVESTING ACTIVITIES:					
Capital expenditures	—	—	(37.1)	—	(37.1)
Acquisitions, net of cash acquired	—	—	(103.8)	—	(103.8)
Investments in unconsolidated affiliates	—	—	(0.7)	—	(0.7)
Proceeds from sale of assets	—	—	1.7	—	1.7
Return of investment from unconsolidated affiliate	—	—	1.2	—	1.2
Proceeds from sales of available-for-sale securities	—	10.1	—	—	10.1
Net cash provided by (used in) investing activities	—	10.1	(138.7)	—	(128.6)
FINANCING ACTIVITIES:					
Proceeds from debt	—	658.2	—	—	658.2
Payments of debt	—	(658.4)	—	—	(658.4)
Payment of deferred financing costs	—	(1.6)	—	—	(1.6)
Proceeds from issuance of common units, net of offering costs	93.2	—	—	—	93.2
Distributions to unitholders and general partner	(74.4)	—	—	—	(74.4)
Distributions to noncontrolling interests	—	—	(16.0)	—	(16.0)
Contributions from noncontrolling interests	—	—	10.4	—	10.4
Purchase of additional interest in a subsidiary	—	—	(3.5)	—	(3.5)
Net cash provided by (used in) financing activities	18.8	(1.8)	(9.1)	—	7.9
Net change in cash and cash equivalents	—	9.3	4.0	(3.6)	9.7
Cash and cash equivalents, beginning of period	—	1.6	1.3	(0.8)	2.1
Cash and cash equivalents, end of period	\$ —	\$ 10.9	\$ 5.3	\$ (4.4)	\$ 11.8

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

	Condensed Consolidating Statements of Cash Flows Nine Months Ended September 30, 2009				
	<u>Parent Guarantor</u>	<u>Subsidiary Issuer</u>	<u>Non- Guarantor Subsidiaries</u> (Millions)	<u>Consolidating Adjustments</u>	<u>Consolidated</u>
OPERATING ACTIVITIES					
Net cash provided by (used in) operating activities	\$ 62.8	\$ (30.5)	\$ 63.1	\$ (0.3)	\$ 95.1
INVESTING ACTIVITIES:					
Capital expenditures	—	—	(143.0)	—	(143.0)
Acquisitions, net of cash acquired	—	—	0.6	—	0.6
Investments in unconsolidated affiliates	—	—	(5.8)	—	(5.8)
Proceeds from sale of assets	—	—	0.3	—	0.3
Purchase of available-for-sale securities	—	(1.1)	—	—	(1.1)
Proceeds from sales of available-for-sale securities	—	51.1	—	—	51.1
Net cash provided by (used in) investing activities	—	50.0	(147.9)	—	(97.9)
FINANCING ACTIVITIES:					
Proceeds from debt	—	113.7	—	—	113.7
Payments of debt	—	(157.2)	—	—	(157.2)
Net change in advances to predecessor from DCP Midstream, LLC	—	—	3.0	—	3.0
Distributions to unitholders and general partner	(62.8)	—	—	—	(62.8)
Distributions to noncontrolling interests	—	—	(15.4)	—	(15.4)
Contributions from noncontrolling interests	—	—	71.8	—	71.8
Contributions from DCP Midstream, LLC	—	—	0.7	—	0.7
Net cash (used in) provided by financing activities	(62.8)	(43.5)	60.1	—	(46.2)
Net change in cash and cash equivalents	—	(24.0)	(24.7)	(0.3)	(49.0)
Cash and cash equivalents, beginning of period	—	26.6	35.6	(0.3)	61.9
Cash and cash equivalents, end of period	\$ —	\$ 2.6	\$ 10.9	\$ (0.6)	\$ 12.9

DCP MIDSTREAM PARTNERS, LP
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

16. Subsequent Events

On November 4, 2010, we entered into agreements with DCP Midstream, LLC, to acquire a 33.33% interest in the DCP Southeast Texas business for \$150 million. The DCP Southeast Texas business is a fully integrated midstream business which includes: 675 miles of natural gas pipelines; three natural gas processing plants totaling 350 MMcf/d of processing capacity; natural gas storage assets with 9 Bcf of existing storage capacity; and NGL market deliveries direct to Exxon Mobil and to Mont Belvieu via our Black Lake NGL pipeline. The terms of the joint venture agreement provide that distributions to us for the first seven years related to storage and transportation gross margin will be pursuant to a fee-based arrangement, based on storage capacity and tailgate volumes. Distributions related to the gathering and processing business, along with reductions for all expenditures, will be pursuant to our and DCP Midstream, LLC's respective ownership interests in the DCP Southeast Texas business. This acquisition is expected to close in January 2011.

On October 26, 2010, the board of directors of the General Partner declared a quarterly distribution of \$0.61 per unit, payable on November 12, 2010 to unitholders of record on November 5, 2010.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion analyzes our financial condition and results of operations. You should read the following discussion of our financial condition and results of operations in conjunction with our condensed consolidated financial statements and notes included elsewhere in this Form 10-Q and the consolidated financial statements and notes thereto included in our 2009 Form 10-K.

Overview

We are a Delaware limited partnership formed by DCP Midstream, LLC to own, operate, acquire and develop a diversified portfolio of complementary midstream energy assets. Our operations are organized into three business segments; Natural Gas Services, Wholesale Propane Logistics and NGL Logistics.

The financial information contained herein includes, for each period presented, our accounts, and the assets, liabilities and operations of our additional 25.1% limited liability company interest in East Texas acquired from DCP Midstream, LLC in April 2009, and of Black Lake, prior to our acquisition of an additional 5% limited liability company interest from DCP Midstream, LLC in July 2010, in transactions among entities under common control, which we refer to collectively as our "predecessor." Transfers of net assets between entities under common control are accounted for as if the transfer occurred at the beginning of the period, and prior years are retroactively adjusted to furnish comparative information similar to the pooling method. Prior to our acquisition of an additional 25.1% limited liability company interest in East Texas from DCP Midstream, LLC in April 2009, we owned a 25% limited liability company interest in East Texas, which we accounted for under the equity method of accounting. Subsequent to this transaction we own a 50.1% limited liability interest in East Texas, and account for East Texas as a consolidated subsidiary. Accordingly, our financial information includes the historical results of our predecessor for all periods presented.

In 2010 we have continued to experience improvements in the business environment compared to our experience in 2009. Crude oil and NGL prices have generally remained at favorable levels, although natural gas prices continue to decline and remain lower than recent historical prices. With the exception of certain emerging gas shale regions where drilling activity remains high, the lower natural gas prices are resulting in significantly reduced drilling activity in areas where the gas has a relatively lower liquid content. Gas production in regions with low liquid content receive less price uplift from the relatively higher crude and NGL prices.

During January and February, we experienced near record cold weather, causing operating challenges at our East Texas and North Louisiana plants, creating periods of low NGL recoveries and volume curtailments due to plant shut downs and producer wellhead freeze offs.

During the second and third quarters we had an extended planned outage related to an inspection at our Providence wholesale propane terminal, with lower unit margins resulting from the associated logistics of shifting inventory and sales volumes to our other terminals. Providence is scheduled to resume the distribution of propane during the fourth quarter of 2010. Earlier in the year warmer weather and an early spring, tempered propane sales volumes. This was partially offset by the cash payment we received in conjunction with an amendment to an existing propane supply contract.

Improvements in the business environment along with opportunities in the market enabled us to continue to execute on our growth objectives in 2010 through a series of fee-based acquisitions and capital projects around our existing footprint. In January, we completed an acquisition of our Wattenberg fee-based NGL pipeline and announced a related expansion capital project. In July we acquired an additional 55% interest in our Black Lake fee-based NGL pipeline, bringing our ownership interest in Black Lake to 100%. In July, we also closed on an acquisition which expanded our existing northeast U.S. wholesale propane logistics business into the mid-Atlantic region through the addition of a marine import terminal and storage facility in the Port of Chesapeake, Virginia.

On November 4, 2010, we entered into agreements with DCP Midstream, LLC, to acquire a 33.33% interest in the DCP Southeast Texas business for \$150 million. The DCP Southeast Texas business is a fully integrated midstream business which includes: 675 miles of natural gas pipelines; three natural gas processing plants totaling 350 MMcf/d of processing capacity; natural gas storage assets with 9 Bcf of existing storage capacity; and NGL market deliveries direct to Exxon Mobil and to Mont Belvieu via our Black Lake NGL pipeline. The terms of the joint venture agreement provide that distributions to us for the first seven years related to storage and transportation gross margin will be pursuant to a fee-based arrangement, based on storage capacity and tailgate volumes. Distributions related to the gathering and processing business, along with reductions for all expenditures, will be pursuant to our and DCP Midstream, LLC's respective ownership interests in the DCP Southeast Texas business. This acquisition is expected to close in January 2011. The transaction is consistent with our growth strategy and provides additional diversification of our asset portfolio, geography and resource exposure.

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In conjunction with our general partner, DCP Midstream, LLC, in May 2010, we signed a non-binding letter of intent with EQT Corporation, or EQT, to create a natural gas processing and related NGL infrastructure joint venture to serve EQT and third party producers in the Marcellus and Huron shale areas of the Appalachian basin. Since that time, DCP Midstream, LLC, we and EQT have evaluated a number of alternative transaction structures in addition to the originally proposed joint venture structure, to address EQT's processing needs. The parties are currently discussing possible terms associated with alternative transaction structures. There can be no assurance that we will be able to consummate a transaction with EQT.

We are continuing to integrate the Michigan gathering and treating system we acquired in November 2009, the Wattenberg NGL pipeline acquisition, the Atlantic Energy acquisition and our acquisition of an additional 55% interest in Black Lake. Our integration efforts are progressing according to plan. The Wattenberg capital expansion project, which we expect to complete in early 2011, is also progressing on plan.

Results for the first three quarters of the year were in line with our previously provided 2010 forecast. In October 2010, we announced a quarterly distribution of \$0.61 per limited partner unit. The distribution reflects our business results as well as our recent execution on growth opportunities.

General Trends and Outlook

In 2010, our strategic objectives will continue to focus on maintaining stable distributable cash flows from our existing assets and executing on growth opportunities to increase our distributable cash flows. We believe the key elements to stable distributable cash flows are the diversity of our asset portfolio, our significant fee-based business representing over 50% of our estimated margins, and our highly hedged commodity position, the objective of which is to protect downside risk in our distributable cash flows.

We incur capital expenditures for our consolidated entities and our unconsolidated affiliates. We anticipate maintenance capital expenditures of between \$5 million and \$10 million, and expenditures for expansion capital improvements of between \$25 million and \$30 million, including expenditures associated with the recently acquired Wattenberg pipeline, for the year ending December 31, 2010. The board of directors may approve additional growth capital during the year, at their discretion. This capital does not include any acquisitions or additional investment opportunities that may be identified throughout the course of the year and approved by our management and our board of directors.

During the remainder of 2010, and into 2011 we expect to continue to pursue a multi-faceted growth strategy, including executing on organic opportunities around our footprint, third party acquisitions, and periodic dropdowns from our sponsors in order to grow our distributable cash flows. We also plan to continue to integrate our recent acquisitions and execute on the Wattenberg pipeline expansion project.

We anticipate our business to continue to be affected by the following key trends. Our expectations are based on assumptions made by us and information currently available to us. To the extent our underlying assumptions about or interpretations of available information prove to be incorrect, our actual results may vary materially from our expected results.

Natural Gas Gathering and Processing Margins — Except for our fee-based contracts, which may be impacted by throughput volumes, our natural gas gathering and processing profitability is dependent upon commodity prices, natural gas supply, and demand for natural gas, NGLs and condensate. Commodity prices, which are impacted by the balance between supply and demand, have historically been volatile. Throughput volumes could decline further should natural gas prices and drilling levels continue to experience weakness. Our long-term view is that as economic conditions improve, natural gas prices should return to a level that would support continued natural gas production in the United States. During the first three quarters of 2010, petrochemical demand remained strong for NGLs as NGLs are a lower cost feedstock when compared to crude oil derived feedstocks.

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Wholesale Propane Supply and Demand — Due to our multiple propane supply sources, propane supply contractual arrangements, significant storage capabilities, and multiple terminal locations for wholesale propane delivery, we are generally able to provide our retail propane distribution customers with reliable supplies of propane during peak demand periods of tight supply, usually in the winter months when their retail customers consume the most propane for home heating. We expect propane demand to continue to be negatively impacted during the remainder of 2010 from the current recessionary environment. During the second and third quarters we had an extended planned outage related to an inspection at our Providence wholesale propane terminal, with lower unit margins resulting from the associated logistics of shifting inventory and sales volumes to our other terminals. Providence is scheduled to resume the distribution of propane during the fourth quarter of 2010.

For an in-depth discussion of factors that may significantly affect our results, see “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Factors That May Significantly Affect Our Results” in our 2009 Form 10-K.

Recent Events

On November 4, 2010, we entered into agreements with DCP Midstream, LLC, to acquire a 33.33% interest in the DCP Southeast Texas business for \$150 million. The DCP Southeast Texas business is a fully integrated midstream business which includes: 675 miles of natural gas pipelines; three natural gas processing plants totaling 350 MMcf/d of processing capacity; natural gas storage assets with 9 Bcf of existing storage capacity; and NGL market deliveries direct to Exxon Mobil and to Mont Belvieu via our Black Lake NGL pipeline. The terms of the joint venture agreement provide that distributions to us for the first seven years related to storage and transportation gross margin will be pursuant to a fee-based arrangement, based on storage capacity and tailgate volumes. Distributions related to the gathering and processing business, along with reductions for all expenditures, will be pursuant to our and DCP Midstream, LLC’s respective ownership interests in the DCP Southeast Texas business. This acquisition is expected to close in January 2011. The transaction is consistent with our growth strategy and provides additional diversification of our asset portfolio, geography and resource exposure. The acquisition is subject to customary closing conditions and there is no assurance that it will be completed or that the anticipated benefits of the acquisition will be realized.

On October 26, 2010, the board of directors of the General Partner declared a quarterly distribution of \$0.61 per unit, payable on November 12, 2010 to unitholders of record on November 5, 2010.

On September 30, 2010, we issued \$250 million of our 3.25% Senior Notes due October 1, 2015. We received net proceeds, after deducting underwriting discounts and estimated offering expenses, of \$247.8 million, which we used to repay funds borrowed under the revolver portion of our Credit Facility. Interest on the notes will be paid semi-annually on April 1 and October 1 of each year, commencing April 1, 2011. The notes will mature on October 1, 2015 unless redeemed prior to maturity.

Our Westfield, Massachusetts propane facility, or the Westfield facility, was temporarily closed as a result of a Cease and Desist order issued by the Commonwealth of Massachusetts Fire Marshal Office on August 31, 2010. The Cease and Desist order was issued in connection with an investigation into the presence and levels of odorant in propane supplies received by and distributed from the Westfield facility that was commenced following a propane tank explosion that resulted in one fatality. The propane involved may have been supplied from the Westfield facility. The Cease and Desist order was lifted on September 20, 2010 and the Westfield facility resumed operations. The investigation by the Massachusetts Attorney General’s office has concluded. An independent investigator found that there was no direct evidence that any propane containing an insufficient quantity of odorant was shipped from the Westfield facility. An attorney representing the estate of the deceased has put us on notice of an intent to bring legal action in the explosion. We intend to vigorously defend any such legal action. It is not possible to predict whether we will incur any liability or to estimate the damages, if any, we might incur in connection with this matter. Management does not believe the ultimate resolution of this issue will have a material adverse effect on our consolidated results of operations, financial position or cash flows.

In September 2010, Magnum Hunter Resources Corporation’s, or Magnum Hunter’s, wholly owned subsidiary, Eureka Hunter Pipeline, LLC, or Eureka Hunter Pipeline, and we, along with DCP Midstream, LLC, had entered into a non-binding letter of intent to create a natural gas gathering joint venture between Eureka Hunter Pipeline, DCP Midstream, LLC and us for the gathering of natural gas in the West Virginia and Ohio regions of the Marcellus Shale. The proposed gathering joint venture will construct, own and operate certain natural gas gathering assets for natural gas produced in Western West Virginia and Eastern Ohio. The gas gathering capacity of the initial facilities is expected to be approximately 200 MMcf/d. Magnum Hunter will own 50% of the proposed gathering joint venture and DCP Midstream, LLC and we will own the other 50% of the proposed gathering joint venture.

In August 2010, we issued 2,990,000 common units at \$32.57 per unit. We received proceeds of \$93.1 million, net of offering costs.

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On July 30, 2010, we acquired Atlantic Energy, a wholly owned subsidiary of UGI Corporation, for \$49.0 million plus propane inventory and other working capital of \$17.3 million. We have incurred post-closing purchase price adjustments for net working capital of \$1.9 million, which we have accrued in other current liabilities in our condensed consolidated balance sheet as of September 30, 2010. Atlantic Energy has a contractual agreement with Spectra Energy, the supplier of the acquired propane inventory, in which the final price of the acquired inventory will be determined based upon index rates at established future dates. Atlantic Energy's sales agreements specify floating pricing terms in excess of the floating pricing terms established in the contractual agreement with Spectra. The acquisition was financed with borrowings under our revolving credit facility. Atlantic Energy owns and operates a marine import terminal with 20 million gallons of above ground storage in the Port of Chesapeake, Virginia. The assets serve as a supply point for propane customers in the mid-Atlantic region, and will extend our existing northeast U.S. wholesale propane business into the mid-Atlantic. This acquisition provides us with an excellent opportunity to expand our existing market position as one of the largest wholesale propane suppliers in the northeast. One of the keys to our success in the wholesale propane business has been the breadth of our supply options. The addition of the Chesapeake assets will build on our supply and logistics capabilities and help in continuing to ensure reliable deliveries to our customers.

On July 30, 2010, we acquired an additional 50% interest in Black Lake from an affiliate of BP PLC, for \$15.1 million in cash, financed with borrowings under our revolving credit facility, bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake from an affiliate of BP PLC, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary.

On July 27, 2010, we acquired an additional 5% interest in Black Lake from DCP Midstream, LLC for \$1.5 million in cash, financed with borrowings under our revolving credit facility, in a transaction among entities under common control.

On May 27, 2010, we announced along with EQT and DCP Midstream, LLC that we have signed a non-binding letter of intent, to create a natural gas processing and related natural gas liquid, or NGL, joint venture to serve EQT and third party producers in the Marcellus and Huron shale areas of the Appalachian basin, two of the country's most active shale plays. Since that time, DCP Midstream, LLC, we and EQT have evaluated a number of alternative transaction structures in addition to the originally proposed joint venture structure, to address EQT's processing needs. The parties are currently discussing possible terms associated with alternative transaction structures. There can be no assurance that we will be able to consummate a transaction with EQT.

In January 2010, we acquired the Wattenberg pipeline from Buckeye Partners, L.P., for \$22.0 million in cash, funded with borrowings under our revolving credit facility. The 350-mile pipeline originates in the Denver-Julesburg, or DJ, Basin in Colorado and terminates near the Conway hub in Bushton, Kansas. The pipeline is currently utilized by DCP Midstream, LLC as a market outlet for NGL production from certain of their plants in the DJ Basin. We expect to spend approximately \$18.0 million during 2010 in expansion capital improvements to connect and integrate the acquired pipeline with DCP Midstream, LLC's facilities, with cash flow contributions commencing in early 2011. In conjunction with our acquisition of the Wattenberg pipeline, we signed a transportation agreement with DCP Midstream, LLC pursuant to fee-based rates that will be applied to the volumes transported. The agreement is effective through November 2010, renewing on an evergreen basis thereafter. We have also agreed to the terms of an additional ten-year transportation agreement with DCP Midstream, LLC. The acquired pipeline will generate 100 percent fee-based revenues, with the results of the assets being included in our NGL logistics segment prospectively, from the date of acquisition.

Reconciliation of Non-GAAP Measures

Gross Margin, Segment Gross Margin and Adjusted Segment Gross Margin — We view our gross margin as an important performance measure of the core profitability of our operations. We review our gross margin monthly for consistency and trend analysis.

We define gross margin as total operating revenues less purchases of natural gas, propane and NGLs, and we define segment gross margin for each segment as total operating revenues for that segment less commodity purchases for that segment. Our gross margin equals the sum of our segment gross margins. We define adjusted segment gross margin as segment gross margin plus non-cash derivative losses, less non-cash derivative gains for that segment. Gross margin, segment gross margin and adjusted segment gross margin are primary performance measures used by management, as these measures represent the results of product sales and purchases, a key component of our operations. As an indicator of our operating performance, gross margin, segment gross margin and adjusted segment gross margin should not be considered an alternative to, or more meaningful than, net income or loss, net income or loss attributable to partners, operating income, cash flows from operating activities or any other measure of financial performance presented in accordance with GAAP.

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Our gross margin, segment gross margin and adjusted segment gross margin may not be comparable to a similarly titled measure of another company because other entities may not calculate these measures in the same manner. The following table sets forth our reconciliation of certain non-GAAP measures:

	<u>Three Months Ended</u>		<u>Nine Months Ended</u>	
	<u>September 30,</u>		<u>September 30,</u>	
	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>
(Millions)				
Reconciliation of Non-GAAP Measures				
Reconciliation of net (loss) income attributable to partners to gross margin:				
Net (loss) income attributable to partners	\$ (4.1)	\$ 9.9	\$ 47.7	\$ (11.1)
Interest expense	7.5	7.1	22.0	21.4
Income tax expense	0.1	—	0.5	0.1
Operating and maintenance expense	19.2	19.0	58.8	52.3
Depreciation and amortization expense	19.2	16.4	55.7	47.3
General and administrative expense	8.2	7.9	25.0	23.6
Step acquisition — equity interest re-measurement gain	(9.1)	—	(9.1)	—
Other income	(0.5)	—	(1.0)	—
Other income — affiliates	—	—	(3.0)	—
Interest income	—	—	—	(0.3)
Earnings from unconsolidated affiliates	(4.1)	(8.4)	(18.6)	(11.0)
Net income attributable to noncontrolling interests	3.3	2.5	4.4	3.3
Gross margin	<u>\$ 39.7</u>	<u>\$ 54.4</u>	<u>\$ 182.4</u>	<u>\$ 125.6</u>
Non-cash commodity derivative mark-to-market (a)	<u>\$(18.5)</u>	<u>\$ 0.3</u>	<u>\$ 11.6</u>	<u>\$ (53.5)</u>

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	Three Months Ended		Nine Months Ended	
	September 30, 2010	2009	September 30, 2010	2009
(Millions)				
Reconciliation of Non-GAAP Measures				
Reconciliation of segment net income (loss) attributable to partners to segment gross margin:				
Natural Gas Services segment:				
Segment net income attributable to partners	\$ 1.8	\$20.8	\$ 70.9	\$ 1.8
Operating and maintenance expense	15.0	16.1	48.2	43.8
Depreciation and amortization expense	17.3	15.8	52.1	45.1
Other income	(0.5)	—	(1.0)	—
Earnings from unconsolidated affiliates	(4.1)	(7.9)	(17.8)	(9.7)
Net income attributable to noncontrolling interests	3.3	2.5	4.4	3.3
Segment gross margin	<u>\$ 32.8</u>	<u>\$47.3</u>	<u>\$156.8</u>	<u>\$ 84.3</u>
Non-cash commodity derivative mark-to-market (a)	<u>\$(18.0)</u>	<u>\$(0.3)</u>	<u>\$ 12.7</u>	<u>\$(54.2)</u>
Wholesale Propane Logistics segment:				
Segment net (loss) income attributable to partners	\$ (1.1)	\$ 2.4	\$ 8.9	\$ 28.2
Operating and maintenance expense	3.1	2.5	8.3	7.6
Depreciation and amortization expense	1.0	0.3	1.6	1.0
Other income — affiliates	—	—	(3.0)	—
Segment gross margin	<u>\$ 3.0</u>	<u>\$ 5.2</u>	<u>\$ 15.8</u>	<u>\$ 36.8</u>
Non-cash commodity derivative mark-to-market (a)	<u>\$(0.5)</u>	<u>\$ 0.6</u>	<u>\$ (1.1)</u>	<u>\$ 0.7</u>
NGL Logistics segment:				
Segment net income attributable to partners	\$ 11.1	\$ 1.7	\$ 15.5	\$ 3.8
Operating and maintenance expense	1.1	0.4	2.3	0.9
Depreciation and amortization expense	0.8	0.3	1.9	1.1
Step acquisition — equity interest re-measurement gain	(9.1)	—	(9.1)	—
Earnings from unconsolidated affiliates	—	(0.5)	(0.8)	(1.3)
Segment gross margin	<u>\$ 3.9</u>	<u>\$ 1.9</u>	<u>\$ 9.8</u>	<u>\$ 4.5</u>

(a) Non-cash commodity derivative mark-to-market is included in segment gross margin, along with cash settlements for our derivative contracts.

Adjusted EBITDA and Distributable Cash Flow — We define adjusted EBITDA as net income or loss attributable to partners less interest income, noncontrolling interest in depreciation and income tax expense and non-cash commodity derivative gains, plus interest expense, income tax expense, depreciation and amortization expense and non-cash commodity derivative losses. Adjusted EBITDA is used as a supplemental liquidity and performance measure by our management and by external users of our financial statements, such as investors, commercial banks, research analysts and others, to assess:

- the ability of our assets to generate cash sufficient to pay interest costs, support our indebtedness, make cash distributions to our unitholders and general partner, and finance maintenance capital expenditures;
- financial performance of our assets without regard to financing methods, capital structure or historical cost basis;
- our operating performance and return on capital as compared to those of other companies in the midstream energy industry, without regard to financing methods or capital structure; and
- viability of acquisitions and capital expenditure projects and the overall rates of return on alternative investment opportunities.

Our adjusted EBITDA may not be comparable to a similarly titled measure of another company because other entities may not calculate this measure in the same manner.

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Adjusted EBITDA should not be considered an alternative to, or more meaningful than, net income or loss, net income or loss attributable to partners, operating income, cash flows from operating activities or any other measure of financial performance presented in accordance with GAAP as measures of operating performance, liquidity or ability to service debt obligations.

We define Distributable Cash Flow as net cash provided by or used in operating activities, less maintenance capital expenditures, net of reimbursable projects, plus or minus adjustments for non-cash mark-to-market of derivative instruments, proceeds from divestiture of assets, net income attributable to noncontrolling interest net of depreciation and income tax, net changes in operating assets and liabilities, and other adjustments to reconcile net cash provided by or used in operating activities (see “— Liquidity and Capital Resources” for further definition of maintenance capital expenditures). Maintenance capital expenditures are capital expenditures made where we add on to or improve capital assets owned, or acquire or construct new capital assets, if such expenditures are made to maintain, including over the long term, our operating capacity or revenues. Non-cash mark-to-market of derivative instruments is considered to be non-cash for the purpose of computing Distributable Cash Flow because settlement will not occur until future periods, and will be impacted by future changes in commodity prices. Distributable Cash Flow is used as a supplemental liquidity and performance measure by our management and by external users of our financial statements, such as investors, commercial banks, research analysts and others, to assess our ability to make cash distributions to our unitholders and our general partner. Our Distributable Cash Flow may not be comparable to a similarly titled measure of another company because other entities may not calculate Distributable Cash Flow in the same manner.

Critical Accounting Policies and Estimates

Our critical accounting policies and estimates are described in Item 7 in our 2009 Form 10-K. The accounting policies and estimates used in preparing our interim condensed consolidated financial statements for the three and nine months ended September 30, 2010 are the same as those described in our 2009 Form 10-K.

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Results of Operations

Consolidated Overview

The following table and discussion is a summary of our consolidated results of operations for the three and nine months ended September 30, 2010 and 2009. The results of operations by segment are discussed in further detail following this consolidated overview discussion:

	Three Months Ended September 30,		Nine Months Ended September 30,		Variance Three Months 2010 vs. 2009		Variance Nine Months 2010 vs. 2009	
	2010 (a)(b)	2009 (b)	2010 (a)(b)	2009 (b)	Increase (Decrease)	Percent	Increase (Decrease)	Percent
(Millions, except as indicated)								
Operating revenues:								
Natural Gas Services (c)	\$ 167.9	\$ 154.1	\$ 597.7	\$ 407.2	\$ 13.8	9 %	\$ 190.5	47%
Wholesale Propane Logistics	65.9	48.5	308.9	228.2	17.4	36%	80.7	35%
NGL Logistics	6.1	3.1	14.5	6.7	3.0	97%	7.8	116%
Total operating revenues	239.9	205.7	921.1	642.1	34.2	17%	279.0	43%
Gross margin (d):								
Natural Gas Services	32.8	47.3	156.8	84.3	(14.5)	(31)%	72.5	86%
Wholesale Propane Logistics	3.0	5.2	15.8	36.8	(2.2)	(42)%	(21.0)	(57)%
NGL Logistics	3.9	1.9	9.8	4.5	2.0	105%	5.3	118%
Total gross margin	39.7	54.4	182.4	125.6	(14.7)	(27)%	56.8	45%
Operating and maintenance expense	(19.2)	(19.0)	(58.8)	(52.3)	0.2	1%	6.5	12%
Depreciation and amortization expense	(19.2)	(16.4)	(55.7)	(47.3)	2.8	17%	8.4	18%
General and administrative expense	(8.2)	(7.9)	(25.0)	(23.6)	0.3	4%	1.4	6%
Step acquisition — equity interest re-measurement gain	9.1	—	9.1	—	9.1	100%	9.1	100%
Other income	0.5	—	1.0	—	0.5	100%	1.0	100%
Other income — affiliates	—	—	3.0	—	—	— %	3.0	100%
Earnings from unconsolidated affiliates (e)	4.1	8.4	18.6	11.0	(4.3)	(51)%	7.6	69%
Interest income	—	—	—	0.3	—	— %	(0.3)	(100)%
Interest expense	(7.5)	(7.1)	(22.0)	(21.4)	0.4	6%	0.6	3%
Income tax expense	(0.1)	—	(0.5)	(0.1)	0.1	100%	0.4	400%
Net income attributable to noncontrolling interests	(3.3)	(2.5)	(4.4)	(3.3)	0.8	32%	1.1	33%
Net (loss) income attributable to partners	\$ (4.1)	\$ 9.9	\$ 47.7	\$ (11.1)	\$ (14.0)	*	\$ 58.8	*
Other data:								
Non-cash commodity derivative mark-to-market	\$ (18.5)	\$ 0.3	\$ 11.6	\$ (53.5)	\$ (18.8)	*	\$ 65.1	*
Natural gas throughput (MMcf/d) (e)	1,168	1,111	1,164	1,071	57	5%	93	9%
NGL gross production (Bbls/d) (e)	32,882	30,843	33,200	27,086	2,039	7%	6,114	23%
Propane sales volume (Bbls/d)	14,086	12,435	20,165	21,146	1,651	13%	(981)	(5)%
NGL pipelines throughput (Bbls/d) (e)	41,392	32,417	39,004	27,745	8,975	28%	11,259	41%

* Percentage change is not meaningful.

(a) Includes the results of certain companies that held natural gas gathering and treating assets purchased from MichCon Pipeline Company since November 24, 2009, the date of acquisition, in our Natural Gas Services segment.

Includes the results of Atlantic Energy, since July 30, 2010, the date of acquisition, in our Wholesale Propane Logistics segment.

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Includes the results of our Wattenberg pipeline acquired from Buckeye Partners, L.P, since January 28, 2010, the date of acquisition, and an additional 50% interest in Black Lake acquired from an affiliate of BP PLC, since July 30, the date of acquisition, in our NGL Logistics segment. The acquisition of an additional 50% interest in Black Lake brought our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary.

- (b) We utilize commodity derivative instruments to provide stability to distributable cash flows for our proportionate ownership in East Texas as well as all other natural gas services assets, the portion of East Texas owned by DCP Midstream, LLC is unhedged. As such, our consolidated results depict 75% of East Texas unhedged in all periods prior to the second quarter of 2009 and 49.9% of East Texas unhedged for all periods subsequent to the first quarter of 2009.
- (c) Includes the effect of the acquisition of the NGL Hedge, contributed by DCP Midstream, LLC in April 2009. The NGL Hedge is a fixed price natural gas liquids derivative by NGL component, which commenced in April 2009 and expired in March 2010.
- (d) Gross margin consists of total operating revenues, including commodity derivative activity, less purchases of natural gas, propane and NGLs, and segment gross margin for each segment consists of total operating revenues for that segment, less commodity purchases for that segment. Please read “Reconciliation of Non-GAAP Measures” above.
- (e) Includes our proportionate share of the throughput volumes and NGL production of Collbran, Jackson Pipeline Company, or Jackson, East Texas, and Discovery and our proportionate earnings of Discovery. Earnings for Discovery include the accretion of the net difference between the carrying amount of the investment and the underlying equity of the investment.

For periods prior to July 30, 2010, includes our 50% share of the throughput volumes and earnings for Black Lake. Black Lake’s earnings included the accretion of the net difference between the carrying amount of the investment and the underlying equity of the investment.

Three Months Ended September 30, 2010 vs. Three Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of the following:

- \$30.0 million increase primarily attributable to higher commodity prices, which impact both sales and purchases, partially offset by changes in contract mix, increased fuel consumption and differences in gas quality at certain of our assets for our Natural Gas Services segment;
- \$18.8 million increase primarily attributable to increased propane sales volumes, primarily as a result of the Atlantic Energy acquisition, as well as higher propane prices, which impact both sales and purchases for our Wholesale Propane Logistics segment; and
- \$4.5 million increase in transportation, processing and other revenue, which represents our fee-based revenues, primarily as a result of increased throughput volumes due to our Michigan and Wattenberg pipeline acquisitions, as well as our acquisition of an additional 50% interest in Black Lake.

These increases were partially offset by:

- \$19.9 million decrease related to commodity derivative activity. This decrease includes an increase in unrealized losses of \$19.1 million due to movements in forward prices of commodities, and a decrease in realized cash settlement gains of \$0.8 million due to generally higher average prices of commodities in 2010.

Gross Margin — Gross margin decreased in 2010 compared to 2009, primarily as a result of the following:

- \$14.5 million decrease for our Natural Gas Services segment, primarily related to commodity derivative activity as explained in the operating revenues section above, reduced natural gas basis spreads, increased fuel consumption and differences in gas quality at certain of our assets. These decreases were partially offset by higher commodity prices and increased fee-based throughput volumes resulting from the Michigan acquisition; and

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- \$2.2 million decrease for our Wholesale Propane Logistics segment, primarily as a result of our planned outage related to our Providence terminal inspection, as well as commodity derivative activity, partially offset by increased volumes from our acquisition of Atlantic Energy.

These decreases were partially offset by:

- \$2.0 million increase for our NGL Logistics segment, primarily as a result of higher volumes from the Wattenberg pipeline acquisition, as well as our acquisition of an additional 50% interest in Black Lake.

Operating and Maintenance Expense — Operating and maintenance expense increased in 2010 compared to 2009, primarily as a result of our Michigan acquisition, our Wattenberg pipeline acquisition, as well as our acquisition of an additional 50% interest in Black Lake, partially offset by timing of expenditures.

Depreciation and Amortization Expense — Depreciation and amortization expense increased in 2010 compared to 2009, primarily as a result of our capital projects completed in 2009, our Atlantic Energy acquisition, our Michigan acquisition, our Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake.

Step acquisition — equity interest re-measurement gain — Step acquisition — equity interest re-measurement gain results from our acquisition of an additional 50% interest in Black Lake, bringing our ownership interest in Black Lake to 100% in our NGL Logistics segment. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary. As a result of acquiring an additional 50% interest in Black Lake, we remeasured our initial 50% equity interest in Black Lake to its fair value, and recognized a gain of \$9.1 million.

Earnings from Unconsolidated Affiliates — Earnings from unconsolidated affiliates decreased in 2010 compared to 2009, primarily as a result of decreased earnings from Discovery. Settlements related to our commodity derivatives on our unconsolidated affiliates are included in segment gross margin.

Net income attributable to noncontrolling interests — Net income attributable to noncontrolling interests includes the impact of organic growth from our Piceance Basin expansion project, partially offset by increased fuel consumption and differences in gas quality at East Texas in 2010.

Nine Months Ended September 30, 2010 vs. Nine Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of the following:

- \$132.4 million increase primarily attributable to higher commodity prices, which impact both sales and purchases, and an increase in NGL production, partially offset by changes in contract mix, increased fuel consumption, differences in gas quality, the impact of volume curtailments due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather at East Texas and North Louisiana in the first quarter, as well as a decrease in natural gas sales volumes across certain assets. 2009 results include the first quarter impact of a third party owned pipeline rupture, resulting in a fire at East Texas and our Wyoming pipeline integrity and system enhancement project;
- \$82.0 million increase primarily attributable to higher propane prices, which impact both sales and purchases, partially offset by decreased sales volumes for our Wholesale Propane Logistics segment;
- \$47.5 million increase related to commodity derivative activity. This increase includes an increase in unrealized gains of \$64.7 million due to movements in forward prices of commodities, partially offset by a decrease in realized cash settlement gains of \$17.2 million due to generally higher average prices of commodities in 2010; and
- \$14.3 million increase in transportation, processing and other revenue, which represents our fee-based revenues, primarily as a result of increased throughput volumes due to our Michigan and Wattenberg acquisitions, our acquisition of an additional 50% interest in Black Lake, as well as changes in contract mix.

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Gross Margin — Gross margin increased in 2010 compared to 2009, primarily as a result of the following:

- \$72.5 million increase for our Natural Gas Services segment, primarily related to commodity derivative activity as explained in the operating revenue section above, higher commodity prices, increased fee-based throughput volumes resulting from the Michigan acquisition and changes in contract mix, partially offset by reduced natural gas basis spreads, increased fuel consumption, decreased natural gas volumes and differences in gas quality across certain of our assets, as well as the impact of volume curtailments due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather at East Texas and North Louisiana in the first quarter. 2009 results include the first quarter impact of a third party owned pipeline rupture, resulting in a fire at East Texas and operational downtime; and
- \$5.3 million increase for our NGL Logistics segment as a result of higher volumes from our Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake.

These increases were partially offset by:

- \$21.0 million decrease for our Wholesale Propane Logistics segment. 2010 results reflect a planned outage related to our Providence terminal inspection and reduced demand as a result of an early spring and warmer weather. 2009 results reflect increased spot sales volumes and significantly higher per unit margins, approximately \$6.0 million of which was attributable to the sale of inventory that was written down at the end of the fourth quarter of 2008.

Operating and Maintenance Expense — Operating and maintenance expense increased in 2010 compared to 2009 primarily as a result of our Michigan acquisition and integration costs, turnaround activities at certain assets, our Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake.

Depreciation and Amortization Expense — Depreciation and amortization expense increased in 2010 compared to 2009, primarily as a result of our capital projects completed in 2009, our Michigan acquisition, our Atlantic Energy acquisition, our Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake.

Step acquisition — equity interest re-measurement gain — Step acquisition — equity interest re-measurement gain results from our acquisition of an additional 50% interest in Black Lake, bringing our ownership interest in Black Lake to 100% in our NGL Logistics segment. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary. As a result of acquiring an additional 50% interest in Black Lake, we remeasured our initial 50% equity interest in Black Lake to its fair value, and recognized a gain of \$9.1 million.

Other income — affiliates — Other income — affiliates increased due to a \$3.0 million payment received in the second quarter of 2010 from Spectra Energy, a supplier for our Wholesale Propane Logistics segment, related to an amendment of a supply agreement to shorten the term of the agreement by two years.

Earnings from Unconsolidated Affiliates — Earnings from unconsolidated affiliates increased in 2010 compared to 2009, primarily as a result of increased earnings from Discovery. Settlements related to our commodity derivatives on our unconsolidated affiliates are included in segment gross margin.

Net income attributable to noncontrolling interests — Net income attributable to noncontrolling interests includes the impact of organic growth from our Piceance Basin expansion project, offset by volume curtailments due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather in the first quarter, increased fuel consumption and differences in gas quality at East Texas in 2010. 2009 results include the first quarter impact of a third party owned pipeline rupture, resulting in a fire at East Texas.

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Results of Operations — Natural Gas Services Segment

This segment consists of our Northern Louisiana system, the Southern Oklahoma system, a 40% limited liability company interest in Discovery, our Colorado and Wyoming systems, our East Texas systems, and our Michigan systems.

	Three Months Ended September 30,		Nine Months Ended September 30,		Variance Three Months 2010 vs. 2009		Variance Nine Months 2010 vs. 2009	
	2010 (a)(b)	2009 (b)	2010 (a)(b)	2009 (b)	Increase (Decrease)	Percent	Increase (Decrease)	Percent
(Millions, except as indicated)								
Operating revenues:								
Sales of natural gas, NGLs and condensate	\$ 159.2	\$ 129.1	\$ 512.0	\$ 379.3	\$ 30.1	23%	\$ 132.7	35%
Transportation, processing and other	24.4	22.2	72.9	63.9	2.2	10%	9.0	14%
(Losses) gains from commodity derivative activity (c)	(15.7)	2.8	12.8	(36.0)	(18.5)	*	48.8	*
Total operating revenues	167.9	154.1	597.7	407.2	13.8	9%	190.5	47%
Purchases of natural gas and NGLs	135.1	106.8	440.9	322.9	28.3	26%	118.0	37%
Segment gross margin (d)	32.8	47.3	156.8	84.3	(14.5)	(31)%	72.5	86%
Operating and maintenance expense	(15.0)	(16.1)	(48.2)	(43.8)	(1.1)	(7)%	4.4	10%
Depreciation and amortization expense	(17.3)	(15.8)	(52.1)	(45.1)	1.5	9%	7.0	16%
Other income	0.5	—	1.0	—	0.5	100%	1.0	100%
Earnings from unconsolidated affiliates (e)	4.1	7.9	17.8	9.7	(3.8)	(48)%	8.1	84%
Segment net income	5.1	23.3	75.3	5.1	(18.2)	(78)%	70.2	1,376%
Segment net income attributable to noncontrolling interests	(3.3)	(2.5)	(4.4)	(3.3)	0.8	32%	1.1	33%
Segment net income attributable to partners	\$ 1.8	\$ 20.8	\$ 70.9	\$ 1.8	\$ (19.0)	(91)%	\$ 69.1	3,839%
Other data:								
Non-cash commodity derivative mark-to-market	\$ (18.0)	\$ (0.3)	\$ 12.7	\$ (54.2)	\$ (17.7)	5,900%	\$ 66.9	*
Natural gas throughput (MMcf/d) (e)	1,168	1,111	1,164	1,071	57	5%	93	9%
NGL gross production (Bbls/d) (e)	32,882	30,843	33,200	27,086	2,039	7%	6,114	23%

* Percentage change is not meaningful.

- (a) Includes the results of certain companies that held natural gas gathering and treating assets purchased from MichCon Pipeline Company since November 24, 2009, the date of acquisition.
- (b) We utilize commodity derivative instruments to provide stability to distributable cash flows for our ownership in East Texas as well as all other natural gas services assets, the portion of East Texas owned by DCP Midstream, LLC is unhedged. As such, our consolidated results depict 75% of East Texas unhedged in all periods prior to the second quarter of 2009 and 49.9% of East Texas unhedged for all periods subsequent to the first quarter of 2009.
- (c) Includes the effect of the acquisition of the NGL Hedge, contributed by DCP Midstream, LLC in April 2009. The NGL Hedge is a fixed price natural gas liquids derivative by NGL component, which commenced in April 2009 and expired in March 2010.
- (d) Segment gross margin consists of total operating revenues, including commodity derivative activity, less purchases of natural gas and NGLs. Please read "Reconciliation of Non-GAAP Measures" above.
- (e) Includes our proportionate share of the throughput volumes and NGL production of Collbran, Jackson, East Texas and Discovery and our proportionate share of the earnings of Discovery for each period presented. Earnings for Discovery include the accretion of the net difference between the carrying amount of the investment and the underlying equity of the investment.

Three Months Ended September 30, 2010 vs. Three Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of the following:

- \$35.5 million increase attributable to increased commodity prices, which impact both sales and purchases; and
- \$2.2 million increase primarily as a result of increased fee-based throughput volumes resulting from the Michigan acquisition, partially offset by decreases across certain other assets.

These increases were partially offset by:

- \$18.5 million decrease related to commodity derivative activity. This decrease includes an increase in unrealized losses of \$17.9 million due to movements in forward prices of commodities, and a decrease in realized cash settlement gains of \$0.6 million due to generally higher average prices of commodities in 2010; and
- \$5.5 million decrease due primarily to changes in contract mix, increased fuel consumption and differences in gas quality at certain of our assets. These decreases were partially offset by a change to a contract with an affiliate in the Piceance Basin, such that certain revenues changed from a net presentation in transportation, processing and other to a gross presentation in sales of natural gas, NGLs and condensate.

Purchases of Natural Gas and NGLs — Purchases of natural gas and NGLs increased in 2010 compared to 2009, primarily as a result of increased commodity prices, which impact both sales and purchases, as well as a change to a contract with an affiliate in the Piceance Basin, such that certain purchases changed from a net presentation in transportation, processing and other to a gross presentation in purchases of natural gas and NGLs.

Segment Gross Margin — Segment gross margin decreased in 2010 compared to 2009, primarily as a result of the following:

- \$18.5 million decrease related to commodity derivative activities as discussed in the Operating Revenues section above; and
- \$3.1 million decrease attributable to increased fuel consumption and differences in gas quality at certain of our assets.

These decreases were partially offset by:

- \$4.8 million increase as a result of higher commodity prices; and
- \$2.2 million increase as a result of increased fee-based throughput volumes resulting from the Michigan acquisition, partially offset by decreases across certain other assets.

Operating and Maintenance Expense — Operating and maintenance expense decreased in 2010 compared to 2009 primarily as a result of timing of expenditures, partially offset by our Michigan acquisition.

Depreciation and Amortization Expense — Depreciation and amortization expense increased in 2010 compared to 2009 primarily as a result of our capital projects completed in 2009 and the Michigan acquisition.

Other income — Other income relates to our reassessment of the fair value of contingent consideration for our acquisition of an additional 5% interest in Collbran Valley Gas Gathering, LLC, or Collbran, from Delta Petroleum Company, or Delta, in February 2010.

Earnings from Unconsolidated Affiliates — Earnings from unconsolidated affiliates, representing our 40% ownership of Discovery, decreased in 2010 compared to 2009, due primarily to decreases in volumes as a result of downtime related to a plant turnaround, as well as differences in gas quality. Settlements related to our commodity derivatives on our unconsolidated affiliates are included in segment gross margin.

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Segment net income attributable to noncontrolling interests — Segment net income attributable to noncontrolling interests includes the impact of organic growth from our Piceance Basin expansion project, partially offset by increased fuel consumption and differences in gas quality at East Texas in 2010.

Natural Gas Throughput — Natural gas transported, processed and/or treated in 2010 remained relatively constant compared to 2009. 2010 results include increased fee-based throughput volumes from our Michigan acquisition, offset by decreased volumes across certain assets.

NGL Gross Production — NGL production increased in 2010 compared to 2009 due primarily to increased NGL production from our Piceance Basin expansion project, partially offset by decreased volumes across certain assets.

Nine Months Ended September 30, 2010 vs. Nine Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of the following:

- \$131.0 million increase attributable to increased commodity prices, which impact both sales and purchases;
- \$48.8 million increase related to commodity derivative activity. This increase includes an increase in unrealized gains of \$66.6 million due to movements in forward prices of commodities, partially offset by a decrease in realized cash settlement gains of \$17.8 million due to generally higher average prices of commodities in 2010.
- \$9.0 million increase as a result of increased fee-based throughput volumes resulting from the Michigan acquisition; and
- \$34.3 million increase as a result of increased NGL production and a change to a contract with an affiliate in the Piceance Basin, such that certain revenues changed from a net presentation in transportation, processing and other to a gross presentation in sales of natural gas, NGLs and condensate.

These increases were partially offset by:

- \$32.9 million decrease due primarily to the impact of changes in contract mix, increased fuel consumption, differences in gas quality, a decrease in natural gas sales volumes across certain assets, as well as volume curtailments due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather at East Texas and North Louisiana in the first quarter. 2009 results include the first quarter impact of a third party owned pipeline rupture, resulting in a fire at East Texas and our Wyoming pipeline integrity and system enhancement project.

Purchases of Natural Gas and NGLs — Purchases of natural gas and NGLs increased in 2010 compared to 2009, primarily as a result of increased commodity prices, which impact both sales and purchases, as well as a change to a contract with an affiliate in the Piceance Basin, such that certain purchases changed from a net presentation in transportation, processing and other to a gross presentation in purchases of natural gas and NGLs.

Segment Gross Margin — Segment gross margin increased in 2010 compared to 2009, primarily as a result of the following:

- \$48.8 million increase related to commodity derivative activities as discussed in the Operating Revenues section above;
- \$28.1 million increase as a result of higher commodity prices; and
- \$9.0 million increase as a result of increased fee-based throughput volumes resulting from the Michigan acquisition and changes in contract mix.

These increases were partially offset by:

- \$13.7 million decrease attributable to reduced natural gas basis spreads, increased fuel consumption, differences in gas quality, the impact of volume curtailment due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather at East Texas and North Louisiana in the first quarter and other natural gas volume reductions across certain of our assets. These decreases were partially offset by increased throughput volumes from our organic growth project in the Piceance Basin. 2009 results include the first quarter impact of a third party owned pipeline rupture, resulting in a fire at East Texas and our Wyoming pipeline integrity and system enhancement project.

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Operating and Maintenance Expense — Operating and maintenance expense increased in 2010 compared to 2009 primarily as a result of our Michigan acquisition and integration costs, turnaround activities at certain assets, repairs as a result of near record cold weather and efficiency projects.

Depreciation and Amortization Expense — Depreciation and amortization expense increased in 2010 compared to 2009 primarily as a result of our capital projects completed in 2009 and the Michigan acquisition.

Other income — Other income relates to our reassessment of the fair value of contingent consideration for our acquisition of an additional 5% interest in Collbran from Delta in February 2010.

Earnings from Unconsolidated Affiliates — Earnings from unconsolidated affiliates, representing our 40% ownership of Discovery, increased in 2010 compared to 2009, primarily due to higher prices and increased NGL production, partially offset by differences in gas quality, higher costs and downtime related to turnarounds. Settlements related to our commodity derivatives on our unconsolidated affiliates are included in segment gross margin.

Segment net income attributable to noncontrolling interests — Segment net income attributable to noncontrolling interests includes the impact of organic growth from our Piceance Basin expansion project, offset by volume curtailments due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather in the first quarter, increased fuel consumption, differences in gas quality and turnarounds at East Texas in 2010. 2009 results include the first quarter impact of a third party owned pipeline rupture, resulting in a fire at East Texas.

Natural Gas Throughput — Natural gas transported, processed and/or treated increased in 2010 compared to 2009, as a result of increased fee-based throughput volumes from our Michigan acquisition, and increased volumes at Discovery, partially offset by decreased volumes across certain assets. 2010 results include the impact of volume curtailment due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather at East Texas and North Louisiana in the first quarter. 2009 results include the first quarter impact of operational downtime following the hurricanes, a fire at East Texas and our Wyoming pipeline integrity and system enhancement project.

NGL Gross Production — NGL production increased in 2010 compared to 2009, due primarily to increased NGL production at Discovery and increased volumes from our Piceance Basin expansion project. 2010 results include the impact of volume curtailment due to plant shutdowns and producer wellhead freeze offs as a result of near record cold weather at East Texas and North Louisiana in the first quarter. 2009 results include the first quarter impact of operational downtime following the hurricanes, a fire at East Texas and our Wyoming pipeline integrity and system enhancement project.

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Results of Operations — Wholesale Propane Logistics Segment

This segment includes our propane transportation facilities, which includes five owned and operated rail terminals, one owned marine import terminal, one leased marine terminal, one pipeline terminal and access to several open-access propane pipeline terminals.

	Three Months Ended September 30,		Nine Months Ended September 30,		Variance Three Months 2010 vs. 2009		Variance Nine Months 2010 vs. 2009		
	2010 (a)	2009	2010	2009	Increase (Decrease)	Percent	Increase (Decrease)	Percent	
(Millions, except as indicated)									
Operating revenues:									
Sales of propane	\$ 66.7	\$ 47.9	\$ 309.5	\$ 227.5	\$ 18.8	39%	\$ 82.0	36%	
Other	—	—	0.2	0.2	—	— %	—	— %	
(Losses) gains from commodity derivative activity	(0.8)	0.6	(0.8)	0.5	(1.4)	*	(1.3)	*	
Total operating revenues	65.9	48.5	308.9	228.2	17.4	36%	80.7	35%	
Purchases of propane	62.9	43.3	293.1	191.4	19.6	45%	101.7	53%	
Segment gross margin (b)	3.0	5.2	15.8	36.8	(2.2)	(42)%	(21.0)	(57)%	
Operating and maintenance expense	(3.1)	(2.5)	(8.3)	(7.6)	0.6	24%	0.7	9%	
Depreciation and amortization expense	(1.0)	(0.3)	(1.6)	(1.0)	0.7	233%	0.6	60%	
Other income — affiliates	—	—	3.0	—	—	— %	3.0	100%	
Segment net (loss) income attributable to partners	\$ (1.1)	\$ 2.4	\$ 8.9	\$ 28.2	\$ (3.5)	*	\$ (19.3)	(68)%	
Other data:									
Non-cash commodity derivative mark-to-market	\$ (0.5)	\$ 0.6	\$ (1.1)	\$ 0.7	\$ (1.1)	*	\$ (1.8)	*	
Propane sales volume (Bbls/d)	14,086	12,435	20,165	21,146	1,651	13%	(981)	(5)%	

* Percentage change is not meaningful.

(a) Includes the results of Atlantic Energy, since July 30, 2010, the date of acquisition.

(b) Segment gross margin consists of total operating revenues, including commodity derivative activity, less purchases of propane. Please read "Reconciliation of Non-GAAP Measures" above.

Three Months Ended September 30, 2010 vs. Three Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of the following:

- \$9.4 million increase attributable to increased propane sales volumes, primarily as a result of our acquisition of Atlantic Energy; and
- \$9.4 million increase attributable to higher propane prices, which impact both sales and purchases.

These increases were partially offset by:

- \$1.4 million decrease related to commodity derivative activity.

Purchases of Propane — Purchases of propane increased in 2010 compared to 2009, due to higher propane prices which impact both sales and purchases and increased volumes, primarily as a result of our acquisition of Atlantic Energy.

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Segment Gross Margin — Segment gross margin decreased in 2010 compared to 2009, primarily as a result of our planned outage related to our Providence terminal inspection and commodity derivative activity, partially offset by increased volumes from our acquisition of Atlantic Energy.

Propane Sales Volume — Propane sales volumes increased in 2010 compared to 2009, primarily as a result of our acquisition of Atlantic Energy.

Nine Months Ended September 30, 2010 vs. Nine Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of the following:

- \$86.5 million increase attributable to higher propane prices, which impact both sales and purchases.

This increase was partially offset by:

- \$4.5 million decrease attributable to decreased propane sales volumes; and
- \$1.3 million decrease due to commodity derivative activity.

Purchases of Propane — Purchases of propane increased in 2010 compared to 2009, as a result of higher propane prices, which impact both sales and purchases, partially offset by decreased propane sales volumes.

Segment Gross Margin — Segment gross margin decreased in 2010 compared to 2009. 2010 results reflect a planned outage related to our Providence terminal inspection and reduced demand as a result of an early spring and warmer weather. 2009 results reflect a late winter, increased spot sales volumes and significantly higher per unit margins, approximately \$6.0 million of which was attributable to the sale of inventory that was written down at the end of the fourth quarter of 2008.

Other income — affiliates — Other income — affiliates increased due to a \$3.0 million payment received in the second quarter of 2010 from Spectra Energy, related to an amendment of a supply agreement to shorten the term of the agreement by two years.

Propane Sales Volume — Propane sales volumes decreased in 2010 compared to 2009. 2010 results reflect a planned outage related to our Providence terminal inspection and reduced demand as a result of an early spring and warmer weather, partially offset by our acquisition of Atlantic Energy. 2009 results reflect a late winter and increase in spot sales volumes.

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Results of Operations — NGL Logistics Segment

This segment includes our Seabreeze, Wilbreeze and Wattenberg NGL and Black Lake transportation pipelines:

	Three Months Ended September 30,		Nine Months Ended September 30,		Variance Three Months 2010 vs. 2009		Variance Nine Months 2010 vs. 2009		
	2010 (a)	2009	2010 (a)	2009	Increase (Decrease)	Percent	Increase (Decrease)	Percent	
(Millions, except as indicated)									
Operating revenues:									
Sales of NGLs	\$ 1.8	\$ 1.1	\$ 4.6	\$ 2.1	\$ 0.7	64%	\$ 2.5	119%	
Transportation, processing and other	4.3	2.0	9.9	4.6	2.3	115%	5.3	115%	
Total operating revenues	6.1	3.1	14.5	6.7	3.0	97%	7.8	116%	
Purchases of NGLs	2.2	1.2	4.7	2.2	1.0	83%	2.5	114%	
Segment gross margin (b)	3.9	1.9	9.8	4.5	2.0	105%	5.3	118%	
Operating and maintenance expense	(1.1)	(0.4)	(2.3)	(0.9)	0.7	175%	1.4	156%	
Depreciation and amortization expense	(0.8)	(0.3)	(1.9)	(1.1)	0.5	167%	0.8	73%	
Step acquisition — equity interest re-measurement gain	9.1	—	9.1	—	9.1	100%	9.1	100%	
Earnings from unconsolidated affiliates (c)	—	0.5	0.8	1.3	(0.5)	(100)%	(0.5)	(38)%	
Segment net income attributable to partners	\$ 11.1	\$ 1.7	\$ 15.5	\$ 3.8	\$ 9.4	553%	11.7	308%	
Other data:									
NGL pipelines throughput (Bbls/d) (c)	41,392	32,417	39,004	27,745	8,975	28%	11,259	41%	

(a) Includes the results of our Wattenberg pipeline acquired from Buckeye Partners, L.P. since January 28, 2010, the date of acquisition, and an additional 50% interest in Black Lake acquired from an affiliate of BP PLC, since July 30, the date of acquisition.

The acquisition of an additional 50% interest in Black Lake brought our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary.

(b) Segment gross margin consists of total operating revenues less purchases of NGLs. Please read “Reconciliation of Non-GAAP Measures” above.

(c) For periods prior to July 30, 2010, includes our 50% share of the throughput volumes and earnings for Black Lake. Black Lake’s earnings included the accretion of the net difference between the carrying amount of the investment and the underlying equity of the investment.

Three Months Ended September 30, 2010 vs. Three Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of increased throughput volumes from our acquisition of an additional 50% interest in Black Lake and the Wattenberg pipeline acquisition, as well as higher per unit margins.

Segment Gross Margin — Segment gross margin increased in 2010 compared to 2009, as a result of increased volumes from our acquisition of an additional 50% interest in Black Lake, the Wattenberg pipeline acquisition and higher per unit margins.

Operating and Maintenance Expense — Operating and maintenance expense increased in 2010 compared to 2009, primarily as a result of our acquisition of an additional 50% interest in Black Lake and the Wattenberg pipeline acquisition.

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Depreciation and Amortization Expense — Depreciation and amortization expense increased in 2010 compared to 2009, primarily as a result of our acquisition of an additional 50% interest in Black Lake and the Wattenberg pipeline acquisition.

Step acquisition — equity interest re-measurement gain — Step acquisition — equity interest re-measurement gain results from our acquisition of an additional 50% interest in Black Lake bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary. As a result of acquiring an additional 50% interest in Black Lake, we remeasured our initial 50% equity interest in Black Lake to its fair value, and recognized a gain of \$9.1 million.

NGL Pipelines Throughput — NGL pipelines throughput increased in 2010 compared to 2009, as a result the Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake.

Nine Months Ended September 30, 2010 vs. Nine Months Ended September 30, 2009

Total Operating Revenues — Total operating revenues increased in 2010 compared to 2009, primarily as a result of the Wattenberg pipeline acquisition, a market opportunity early in the year at Seabreeze, our acquisition of an additional 50% interest in Black Lake, as well as higher per unit margins. 2009 results include the first quarter impact of decreased throughput volumes resulting from ethane rejection and lower volumes at certain connected processing plants.

Segment Gross Margin — Segment gross margin increased in 2010 compared to 2009, as a result of higher volumes from the Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake, as well as higher per unit margins.

Operating and Maintenance Expense — Operating and maintenance expense increased in 2010 compared to 2009, primarily as a result of the Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake.

Depreciation and Amortization Expense — Depreciation and amortization expense increased in 2010 compared to 2009, primarily as a result of the Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake.

Step acquisition — equity interest re-measurement gain — Step acquisition — equity interest re-measurement gain results from our acquisition of an additional 50% interest in Black Lake bringing our ownership interest in Black Lake to 100%. Prior to our acquisition of an additional 50% interest in Black Lake, we accounted for Black Lake under the equity method of accounting. Subsequent to this transaction we account for Black Lake as a consolidated subsidiary. As a result of acquiring an additional 50% interest in Black Lake, we remeasured our initial 50% equity interest in Black Lake to its fair value, and recognized a gain of \$9.1 million.

NGL Pipelines Throughput — NGL pipelines throughput increased in 2010 compared to 2009, as a result of increased volumes from a market opportunity early in the year at Seabreeze, the Wattenberg pipeline acquisition and our acquisition of an additional 50% interest in Black Lake. 2009 results include the first quarter impact of ethane rejection and lower volumes at certain connected processing plants.

Liquidity and Capital Resources

We expect our sources of liquidity to include:

- cash generated from operations;
- cash distributions from our unconsolidated affiliates;
- borrowings under our revolving credit facility;
- issuance of additional partnership units;
- debt offerings;
- guarantees issued by DCP Midstream, LLC, which reduce the amount of collateral we may be required to post with certain counterparties to our commodity derivative instruments; and
- letters of credit.

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We anticipate our more significant uses of resources to include:

- capital expenditures;
- quarterly distributions to our unitholders;
- contributions to our unconsolidated affiliates to finance our share of their capital expenditures;
- business and asset acquisitions; and
- collateral with counterparties to our swap contracts to secure potential exposure under these contracts, which may, at times, be significant depending on commodity price movements, and which is required to the extent we exceed certain guarantees issued by DCP Midstream, LLC and letters of credit we have posted.

We believe that cash generated from these sources will be sufficient to meet our short-term working capital requirements, long-term capital expenditure and acquisition requirements, and quarterly cash distributions for the next twelve months. In the event these sources are not sufficient, we would reduce our discretionary spending.

We routinely evaluate opportunities for strategic investments or acquisitions. Future material investments or acquisitions may require that we obtain additional capital, assume third party debt or incur other long-term obligations. In November 2010, we signed agreements with DCP Midstream, LLC, to acquire a 33.33% interest in the DCP Southeast Texas business for \$150 million.

Based on current and anticipated levels of operations, we believe we have adequate committed financial resources to conduct our business, although deterioration in our operating environment could limit our borrowing capacity, raise our financing costs, as well as impact our compliance with our financial covenant requirements under our Credit Agreement. Our sources of funding could include additional borrowings under our Credit Agreement, the placement of public and private debt, and the issuance of our common units.

Changes in natural gas, NGL and condensate prices and the terms of our processing arrangements have a direct impact on our generation and use of cash from operations due to their impact on net income, along with the resulting changes in working capital. We have mitigated a portion of our anticipated commodity price risk associated with the equity volumes from our gathering and processing activities through 2015 with fixed price natural gas and crude oil swaps. For additional information regarding our derivative activities, please read "Item 7A. Quantitative and Qualitative Disclosures about Market Risk" in our 2009 Form 10-K and "Item 3. Quantitative and Qualitative Disclosures about Market Risk" in this Quarterly Report on Form 10-Q.

We have an \$850.0 million revolving credit facility that matures June 21, 2012, or the Credit Agreement. Effective June 28, 2010, we transferred both the funded and the unfunded portions of the former Lehman Brothers Commercial Bank's commitment to Morgan Stanley. The transfer reinstated \$25.4 million of available capacity to our revolving credit facility.

Our borrowing capacity is currently limited by the Credit Agreement's financial covenant requirements. Except in the case of a default, which would make the borrowings under the Credit Agreement fully callable, amounts borrowed under the Credit Agreement will not mature prior to the June 21, 2012 maturity date. As of November 4, 2010, we had approximately \$499.5 million of unused capacity under the Credit Agreement.

On September 30, 2010 we issued \$250 million of our 3.25% Senior Notes due October 1, 2015. We received net proceeds, after deducting underwriting discounts and offering expenses, of \$247.8 million, which we used to repay funds borrowed under the revolver portion of our Credit Facility.

The counterparties to each of our commodity swap contracts are investment-grade rated financial institutions. Under these contracts, we may be required to provide collateral to the counterparties in the event that our potential payment exposure exceeds a predetermined collateral threshold. Collateral thresholds are set by us and each counterparty, as applicable, in the master contract that governs our financial transactions based on our and the counterparty's assessment of creditworthiness. The assessment of our position with respect to the collateral thresholds are determined on a counterparty by counterparty basis, and are impacted by the representative forward price curves and notional quantities under our swap contracts. Due to the interrelation between the representative crude oil and natural gas forward price curves, it is not practical to determine a single pricing point at which our swap contracts will meet the collateral thresholds as we may transact multiple commodities with the same counterparty. As of November 4, 2010, DCP Midstream, LLC had issued and outstanding parental guarantees totaling \$98.0 million in favor of certain counterparties to our commodity derivative instruments to mitigate a portion of our collateral requirements with these counterparties. We pay DCP Midstream, LLC a fee of 0.50% per annum on \$55.0 million of these guarantees. As of November 4, 2010, we had a contingent letter of credit facility for up to \$10.0 million, on which we pay a fee of 0.50% per annum. As of November 4, 2010, we have \$0 letters of credit issued on this facility; we will pay a net fee of 1.75% per annum on letters of credit issued on this facility. These parental guarantees and contingent issuance letter of credit facility reduce the amount of cash we may be required to post as collateral. This contingent issuance letter of credit facility was issued directly by a financial institution and does not reduce the available capacity under our credit facility. As of November 4, 2010, we had no cash collateral posted with counterparties. Depending on daily commodity prices, the amount of collateral posted can go up or down on a daily basis. Predetermined collateral thresholds for commodity derivative instruments guaranteed by DCP Midstream, LLC are generally dependent on DCP Midstream, LLC's credit rating and the thresholds would be reduced to \$0 in the event DCP Midstream, LLC's credit rating were to fall below investment grade.

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Working Capital — Working capital is the amount by which current assets exceed current liabilities. Current assets are reduced by our quarterly distributions, which are required under the terms of our partnership agreement based on Available Cash, as defined in the partnership agreement. In general, our working capital is impacted by changes in the prices of commodities that we buy and sell, inventory levels, and other business factors that affect our net income and cash flows. Our working capital is also impacted by the timing of operating cash receipts and disbursements, borrowings of and payments on debt, capital expenditures, and increases or decreases in restricted investments and other long-term assets.

As of September 30, 2010, we had \$11.8 million in cash and cash equivalents. Of this balance, as of September 30, 2010, \$1.5 million was held by subsidiaries we do not wholly own, which we consolidate in our financial results. Other than the cash held by these subsidiaries, this cash balance was available for general corporate purposes. Congress recently passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, which has the potential to impact our cash collateral requirements for our trading activities and derivative positions depending on the final regulations adopted by the United States Commodity Futures Trading Commission and the SEC.

We had a working capital deficit of \$1.4 million and working capital of \$6.6 million as of September 30, 2010 and December 31, 2009, respectively. Excluding net derivative working capital liabilities of \$34.4 million and \$34.2 million, working capital would be \$33.0 million and \$40.8 million as of September 30, 2010 and December 31, 2009, respectively. The change in working capital is primarily attributable to the factors described above. We expect that our future working capital requirements will be impacted by these same factors.

Cash Flow — Operating, investing and financing activities was as follows:

	Nine Months Ended September 30,	
	2010	2009
	(Millions)	
Net cash provided by operating activities	\$ 130.4	\$ 95.1
Net cash used in investing activities	\$(128.6)	\$(97.9)
Net cash provided by (used in) financing activities	\$ 7.9	\$(46.2)

Net Cash Provided by Operating Activities — The changes in net cash provided by operating activities are attributable to our net income adjusted for non-cash charges as presented in the condensed consolidated statements of cash flows and changes in working capital as discussed above.

We received net cash for settlement of our commodity derivative instruments of \$0.1 million for the nine months ended September 30, 2010, approximately \$5.9 million of which was associated with rebalancing our portfolio, and received cash for settlement of our commodity derivative instruments for the nine months ended September 30, 2009 of \$17.3 million, approximately \$4.8 million of which was associated with rebalancing our portfolio. In addition we received \$5.8 million from DCP Midstream, LLC, related to the sale of surplus equipment as of September 30, 2010, which we have treated as an operating cash flow, due to the title to the equipment not transferring to DCP Midstream, LLC as of the balance sheet date.

We received cash distributions from unconsolidated affiliates of \$23.9 million and \$10.5 million during the nine months ended September 30, 2010 and 2009, respectively. Distributions exceeded earnings by \$5.3 million for the nine months ended September 30, 2010. Earnings exceeded distributions by \$0.5 million for the nine months ended September 30, 2009.

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Net Cash Used in Investing Activities — Net cash used in investing activities during the nine months ended September 30, 2010 was comprised of: (1) acquisition expenditures of \$103.8 million related to our acquisition of Atlantic Energy, the Wattenberg NGL pipeline and an additional 55% interest in Black Lake; (2) capital expenditures of \$37.1 million (our portion of which was \$23.9 million and the noncontrolling interest holders' portion was \$13.2 million); and (3) investments in Discovery of \$0.7 million; partially offset by (4) net proceeds from sale of available-for-sale securities of \$10.1 million; (5) proceeds from sale of assets of \$1.7 million; and (6) a return of investment from Discovery of \$1.2 million.

Net cash used in investing activities during the nine months ended September 30, 2009 was comprised of: (1) capital expenditures of \$143.0 million (our portion of which was \$66.3 million and the noncontrolling interest holders' portion was \$76.7 million), which primarily consisted of expenditures for expansion of our Collbran system and East Texas systems and completion of the pipeline integrity system upgrades to our Wyoming system; and (2) investments in Discovery of \$5.8 million; partially offset by (3) net proceeds from sale of available-for-sale securities of \$50.0 million; (4) net receipts of \$0.6 million relating to acquisitions, consisting of a \$0.7 million net working capital adjustment for our acquisition of an additional 25.1% interest in East Texas in April 2009, partially offset by a net payment of \$0.1 million related to our acquisition of Michigan Pipeline & Processing, LLC in October 2008; and (5) proceeds from sale of assets of \$0.3 million.

Net Cash Provided by (Used in) Financing Activities — Net cash provided by financing activities during the nine months ended September 30, 2010 was comprised of: (1) proceeds from the issuance of common units net of offering costs of \$93.2 million; and (2) contributions from noncontrolling interests of \$10.4 million; partially offset by (3) distributions to our unitholders and general partner of \$74.4 million; (4) distributions to noncontrolling interests of \$16.0 million; (5) purchase of additional interest in a subsidiary of \$3.5 million; (6) payment of deferred financing costs of \$1.6 million; and (7) net repayment of debt of \$0.2 million.

Net cash used in financing activities during the nine months ended September 30, 2009 was comprised of (1) distributions to our unitholders and general partner of \$62.8 million; (2) net repayments of debt of \$43.5 million; and (3) distributions to noncontrolling interests of \$15.4 million; partially offset by (4) contributions from noncontrolling interests of \$71.8 million; (5) net changes in advances to predecessor from DCP Midstream, LLC of \$3.0 million; and (6) contributions from DCP Midstream, LLC of \$0.7 million.

During the nine months ended September 30, 2010, total outstanding indebtedness under our \$850.0 million Credit Agreement, which includes borrowings under our revolving credit facility, our term loan facility and letters of credit issued under the Credit Agreement, was not less than \$363.5 million and did not exceed \$722.4 million. The weighted-average indebtedness outstanding for the nine months ended September 30, 2010 was \$627.7 million.

We had liquidity, which is available commitments under the Credit Agreement, of \$486.5 million as of September 30, 2010.

During the nine months ended September 30, 2010, we had the following net movements on our revolving credit facility:

- \$247.8 million repayment financed by the issue of \$250 million of our 3.25% Senior Notes due October 1, 2015;
- \$93.1 million repayment financed by the issue of 2,990,000 common units in August 2010; and
- \$14.0 million net repayments; partially offset by
- \$66.3 million borrowing to fund the acquisition of Atlantic Energy, which includes \$17.3 million for propane inventory and working capital;
- \$22.0 million borrowing to fund the acquisition of the Wattenberg pipeline;
- \$16.6 million borrowing to fund the acquisition of an additional 55% interest in Black Lake; and
- \$10.0 million borrowing to fund repayment of our term loan facility.

During the nine months ended September 30, 2010, we had a repayment of \$10.0 million on our term loan facility and released \$10.0 million of restricted investments which were required as collateral for the facility.

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During the nine months ended September 30, 2009, we had the following net movements on our revolving credit facility:

- \$50.0 million borrowings to fund repayment of our term loan facility; partially offset by
- \$43.5 million net repayments.

During the nine months ended September 30, 2009, we had a repayment of \$50.0 million on our term loan facility and released \$50.0 million of restricted investments which were required as collateral for the facility.

We expect to continue to use cash in financing activities for the payment of distributions to our unitholders and general partner. See Note 11 of the Notes to Condensed Consolidated Financial Statements in Item 1. "Financial Statements."

Capital Requirements — The midstream energy business can be capital intensive, requiring significant investment to maintain and upgrade existing operations. Our capital requirements have consisted primarily of, and we anticipate will continue to consist of the following:

- maintenance capital expenditures, which are cash expenditures where we add on to or improve capital assets owned, including certain system integrity and safety improvements, or acquire or construct new capital assets if such expenditures are made to maintain, including over the long term, our operating capacity or revenues; and
- expansion capital expenditures, which are cash expenditures for acquisitions or capital improvements (where we add on to or improve the capital assets owned, or acquire or construct new gathering lines, treating facilities, processing plants, fractionation facilities, pipelines, terminals, docks, truck racks, tankage and other storage, distribution or transportation facilities and related or similar midstream assets) in each case if such addition, improvement, acquisition or construction is made to increase our operating capacity or revenues.

We incur capital expenditures for our consolidated entities and our unconsolidated affiliates. We anticipate maintenance capital expenditures of between \$5 million and \$10 million, and expenditures for expansion capital improvements of between \$25 million and \$30 million for the year ending December 31, 2010. The board of directors may approve additional growth capital during the year, at their discretion.

Our expansion capital improvements forecast of between \$25 million and \$30 million for the year ended December 31, 2010, includes expenditures for capital improvements related to our January 2010 Wattenberg pipeline acquisition, of which we have invested \$4.5 million as of September 30, 2010. Given the timing of the Wattenberg capital project, which we forecast to be completed in early 2011, some of the \$18 million total capital expenditures for this project will be included in 2011.

The following table summarizes our maintenance and expansion capital expenditures for our consolidated entities.

	Nine Months Ended September 30, 2010			Nine Months Ended September 30, 2009		
	Maintenance Capital Expenditures	Expansion Capital Expenditures (Millions)	Total Consolidated Capital Expenditures	Maintenance Capital Expenditures	Expansion Capital Expenditures (Millions)	Total Consolidated Capital Expenditures
Our portion	\$ 4.1	\$ 19.8	\$ 23.9	\$ 9.9	\$ 56.4	\$ 66.3
Noncontrolling interest portion	4.9	8.3	13.2	19.6	57.1	76.7
Total	<u>\$ 9.0</u>	<u>\$ 28.1</u>	<u>\$ 37.1</u>	<u>\$ 29.5</u>	<u>\$ 113.5</u>	<u>\$ 143.0</u>

In addition, we invested cash in unconsolidated affiliates of \$0.7 million and \$5.8 million during the nine months ended September 30, 2010 and 2009, respectively, of which \$0.7 million and \$1.6 million, respectively, was to fund our share of capital expansion projects, and \$4.2 million in 2009 was to fund repairs to Discovery following damage caused by Hurricane Ike in 2008 (of which \$1.2 million and \$2.2 million was returned to us by Discovery in the second quarter of 2010 and the fourth quarter of 2009, respectively).

We intend to make cash distributions to our unitholders and our general partner. Due to our cash distribution policy, we expect that we will distribute to our unitholders most of the cash generated by our operations. As a result, we expect that we will rely upon external financing sources, which could include debt and common unit issuances, to fund our acquisition and expansion capital expenditures.

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We expect to fund future capital expenditures with funds generated from our operations, borrowings under our credit facility and the issuance of additional partnership units or debt. If these sources are not sufficient, we will reduce our discretionary spending.

Cash Distributions to Unitholders — Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all Available Cash, as defined in the partnership agreement. We made cash distributions to our unitholders and general partner of \$74.4 million during the nine months ended September 30, 2010, as compared to \$62.8 million for the same period in 2009. We intend to continue making quarterly distribution payments to our unitholders and general partner to the extent we have sufficient cash from operations after the establishment of reserves.

Description of the Credit Agreement — The Credit Agreement consists of an \$850.0 million revolving credit facility at September 30, 2010. The Credit Agreement matures on June 21, 2012. As of September 30, 2010, the outstanding balance on the revolving credit facility was \$363.0 million. The term loan was repaid during the first quarter of 2010.

Our obligations under the revolving credit facility are unsecured. The term loan facility, which was repaid during the first quarter of 2010, was secured at all times by high-grade securities, which we classified as restricted investments in the accompanying condensed consolidated balance sheets, in an amount equal to or greater than the outstanding principal amount of the term loan. Any portion of the term loan balance may be repaid at any time, and we would then have access to a corresponding amount of the collateral securities. Upon any prepayment of term loan borrowings, the amount of our revolving credit facility will automatically increase to the extent that the repayment of our term loan facility is made in connection with an acquisition or construction of assets in the midstream energy business. The unused portion of the revolving credit facility may be used for letters of credit. At September 30, 2010 and December 31, 2009, we had \$0.5 million and \$0.3 million, respectively, outstanding letters of credit issued under the Credit Agreement.

As of September 30, 2010, the weighted-average interest rate on our revolving credit facility was 0.74% per annum.

Description of Debt Securities

On September 30, 2010, we issued \$250 million of our 3.25% Senior Notes due October 1, 2015. We received net proceeds of \$247.8 million, net of underwriters' fees, related expense and unamortized discounts of \$1.5 million, \$0.5 million and \$0.2 million, respectively which we used to repay funds borrowed under the revolver portion of our Credit Facility. Interest on the notes will be paid semi-annually on April 1 and October 1 of each year, commencing April 1, 2011. The notes will mature on October 1, 2015 unless redeemed prior to maturity.

We have incurred \$2.0 million of underwriters' fees and related expense with the issue of the notes, which we deferred in other long term assets in our condensed consolidated balance sheets. We will amortize these costs over the term of the notes.

The notes are senior unsecured obligations, ranking equally in right of payment with our existing unsecured indebtedness, including indebtedness under our Credit Facility. We are not required to make mandatory redemption or sinking fund payments with respect to these notes. The securities are redeemable at a premium at our option.

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Total Contractual Cash Obligations and Off-Balance Sheet Obligations

A summary of our total contractual cash obligations as of September 30, 2010, is as follows:

	Payments Due by Period				
	Total	Less than 1 year	1-3 years (Millions)	3-5 years	Thereafter
Long-term debt (a)	\$ 696.4	\$ 23.5	\$ 402.3	\$ 16.5	\$ 254.1
Operating lease obligations (b)	44.3	14.7	21.3	7.2	1.1
Purchase obligations (c)	672.4	331.7	217.7	63.4	59.6
Other long-term liabilities (d)	10.0	—	0.8	0.3	8.9
Total	\$1,423.1	\$ 369.9	\$ 642.1	\$ 87.4	\$ 323.7

- (a) Includes interest payments on long-term debt that has been hedged and on debt securities that have been issued. Interest payments on long-term debt that has not been hedged are not included as these payments are based on floating interest rates and we cannot determine with accuracy the periodic repayment dates or the amounts of the interest payments.
- (b) Our operating lease obligations are contractual obligations, and primarily consist of our leased marine propane terminal and railcar leases, both of which provide supply and storage infrastructure for our Wholesale Propane Logistics business. Operating lease obligations also include firm transportation arrangements and natural gas storage for our Pelico system. The firm transportation arrangements supply off-system natural gas to Pelico and the natural gas storage arrangement enables us to maximize the value between the current price of natural gas and the futures market price of natural gas.
- (c) Our purchase obligations are contractual obligations and include \$5.4 million of purchase orders for capital expenditures and \$667.0 million of various non-cancelable commitments to purchase physical quantities of propane supply for our Wholesale Propane Logistics business. For contracts where the price paid is based on an index, the amount is based on the forward market prices at September 30, 2010. Purchase obligations exclude accounts payable, accrued interest payable and other current liabilities recognized in the condensed consolidated balance sheets. Purchase obligations also exclude current and long-term unrealized losses on derivative instruments included in the condensed consolidated balance sheet, which represent the current fair value of various derivative contracts and do not represent future cash purchase obligations. These contracts may be settled financially at the difference between the future market price and the contractual price and may result in cash payments or cash receipts in the future, but generally do not require delivery of physical quantities of the underlying commodity. In addition, many of our gas purchase contracts include short and long term commitments to purchase produced gas at market prices. These contracts, which have no minimum quantities, are excluded from the table.
- (d) Other long-term liabilities include \$8.9 million of asset retirement obligations and \$1.1 million of environmental reserves recognized in the September 30, 2010 condensed consolidated balance sheet.

We have no items that are classified as off balance sheet obligations.

Recent Accounting Pronouncements

Financial Accounting Standards Board, or FASB, Accounting Standards Update, or ASU, 2010-06 “Fair Value Measurements and Disclosures (Topic 820): Improving Disclosures about Fair Value Measurements,” or ASU 2010-06 — In January 2010, the FASB issued ASU 2010-06 which amended the Accounting Standards Codification, or ASC, Topic 820-10 “Fair Value Measurement and Disclosures — Overall.” ASU 2010-06 requires new disclosures regarding transfers in and out of assets and liabilities measured at fair value classified within the valuation hierarchy as either Level 1 or Level 2 and information about sales, issuances and settlements on a gross basis for assets and liabilities classified as Level 3. ASU 2010-06 clarifies existing disclosures on the level of disaggregation required and inputs and valuation techniques. The provisions of ASU 2010-06 became effective for us on January 1, 2010, except for disclosure of information about sales, issuances and settlements on a gross basis for assets and liabilities classified as Level 3, which is effective for us on January 1, 2011. The provisions of ASU 2010-06 impact only disclosures and we have disclosed information in accordance with the revised provisions of ASU 2010-06 within this filing.

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ASU 2009-17 “Consolidation (Topic 810): Improvements to Financial Reporting by Enterprises Involved with Variable Interest Entities,” or ASU 2009-17 — In December 2009, the FASB issued ASU 2009-17 which amended ASC Topic 810 “Consolidation.” ASU 2009-17 requires entities to perform additional analysis of their variable interest entities and consolidation methods. This ASU became effective for us on January 1, 2010 and upon adoption we did not change our conclusions on which entities we consolidate in our condensed consolidated financial statements.

ASU 2009-13 “Revenue Recognition (Topic 605) Multiple-Deliverable Revenue Arrangements,” or ASU 2009-13 — In October 2009, the FASB issued ASU 2009-13 which amended ASC Topic 605 “Revenue Recognition.” The ASU addresses the accounting for multiple-deliverable arrangements, to enable vendors to account for products or services separately rather than as a combined unit. ASU 2009-13 is effective for us on January 1, 2011 and we are in the process of assessing the impact of ASU 2009-13 on our condensed consolidated results of operations, cash flows and financial position as a result of adoption.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

For an in-depth discussion of our market risks, see “Item 7A. Quantitative and Qualitative Disclosures about Market Risk” in our 2009 Form 10-K.

Credit Risk

Our principal customers in the Natural Gas Services segment are large, natural gas marketing servicers and industrial end-users. Our principal customers in the Wholesale Propane Logistics segment are primarily retail propane distributors. In the NGL Logistics Segment, our principal customers include an affiliate of DCP Midstream, LLC, producers and marketing companies. Substantially all of our natural gas, propane and NGL sales are made at market-based prices. This concentration of credit risk may affect our overall credit risk, as these customers may be similarly affected by changes in economic, regulatory or other factors. Where exposed to credit risk, we analyze the counterparties’ financial condition prior to entering into an agreement, establish credit limits, and monitor the appropriateness of these limits on an ongoing basis. We operate under DCP Midstream, LLC’s corporate credit policy. DCP Midstream, LLC’s corporate credit policy, as well as the standard terms and conditions of our agreements, prescribe the use of financial responsibility and reasonable grounds for adequate assurances. These provisions allow our credit department to request that a counterparty remedy credit limit violations by posting cash or letters of credit for exposure in excess of an established credit line. The credit line represents an open credit limit, determined in accordance with DCP Midstream, LLC’s credit policy. Our standard agreements also provide that the inability of a counterparty to post collateral is sufficient cause to terminate a contract and liquidate all positions. The adequate assurance provisions also allow us to suspend deliveries, cancel agreements or continue deliveries to the buyer after the buyer provides security for payment to us in a satisfactory form.

Interest Rate Risk

Interest rates on future credit facility draws and debt offerings could be higher than current levels, causing our financing costs to increase accordingly. Although this could limit our ability to raise funds in the debt capital markets, we expect to remain competitive with respect to acquisitions and capital projects, as our competitors would face similar circumstances.

We mitigate a portion of our interest rate risk with interest rate swaps, which reduce our exposure to market rate fluctuations by converting variable interest rates to fixed interest rates. These interest rate swap agreements convert the interest rate associated with the indebtedness outstanding under our revolving credit facility to a fixed rate obligation, thereby reducing the exposure to market rate fluctuations. On September 23, 2010 we filed a prospectus with the Securities and Exchange Commission, or SEC, relating to the issuance of \$250.0 million of our 3.25% Senior Notes, the proceeds of which were used to pay down our revolving credit facility. As a result of our pay down of the revolving credit facility, effective September 23, 2010, we discontinued cash flow hedge accounting on \$225.0 million of our interest rate swap agreements.

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Effective September 23, 2010, we account for \$225.0 million of interest rate swaps using the mark-to-market method of accounting, whereby changes in fair value are recorded directly to the condensed consolidated statements of operations, in interest expense. On October 1, 2010, we terminated \$200.0 million of these swaps that would have matured in December 2010, for \$1.3 million. We also exchanged \$275.0 million of interest rate swaps with an effective date of December 2010 through June 2012 for \$150.0 million of interest rate swaps effective December 2010 through June 2014. These swaps are accounted for under the mark-to-market method of accounting.

We have \$350.0 million of the interest rate swap agreements that have been designated as cash flow hedges, and effectiveness is determined by matching the principal balance and terms with that of the specified obligation.

At September 30, 2010, the effective weighted-average interest rate on our \$363.0 million of outstanding revolver debt was 5.09%, taking into account the \$350.0 million of indebtedness with designated interest rate swaps.

Based on the annualized unhedged borrowings under our credit facility of \$13.0 million as of September 30, 2010, a 0.5% movement in the base rate or LIBOR rate would result in an approximately \$0.1 million annualized increase or decrease in interest expense.

Commodity Price Risk

We are exposed to the impact of market fluctuations in the prices of natural gas, NGLs and condensate as a result of our gathering, processing, sales and storage activities. For gathering services, we receive fees or commodities from producers to bring the natural gas from the wellhead to the processing plant. For processing services, we either receive fees or commodities as payment for these services, depending on the types of contracts. We employ established policies and procedures to manage our risks associated with these market fluctuations using various commodity derivatives, including forward contracts, swaps and futures.

Commodity Cash Flow Protection Activities — We closely monitor the risks associated with commodity price changes on our future operations and, where appropriate, use various commodity instruments such as fixed price natural gas, crude oil and NGL contracts to mitigate a portion of the effect pricing fluctuations may have on the value of our assets and operations. Depending on our risk management objectives, we may periodically settle a portion of these instruments prior to their maturity.

We enter into derivative financial instruments to mitigate a portion of the cash flow risk of decreased natural gas, NGL and condensate prices associated with our percent-of-proceeds arrangements and gathering operations. We also may enter into natural gas derivatives to lock in margin around our transportation or leased storage assets. Historically, there has been a strong relationship between NGL prices and crude oil prices, with some exceptions, notably in late 2008 and early 2009, and lack of liquidity in the NGL financial market; therefore we have historically used crude oil swaps to mitigate a portion of NGL price risk. When the relationship of NGL prices to crude oil prices is at a discount to historical ranges, we experience additional exposure as a result of the relationship. As a result of these transactions, we have mitigated a portion of our expected natural gas, NGL and condensate commodity price risk through 2015.

The derivative financial instruments we have entered into are typically referred to as “swap” contracts. These swap contracts entitle us to receive payment at settlement from the counterparty to the contract to the extent that the reference price is below the swap price stated in the contract, and we are required to make payment at settlement to the counterparty to the extent that the reference price is higher than the swap price stated in the contract.

We are using the mark-to-market method of accounting for all commodity derivative instruments, which has significantly increased the volatility of our results of operations as we recognize, in current earnings, all non-cash gains and losses from the mark-to-market on derivative activity.

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The following table sets forth additional information about our fixed price natural gas and crude oil swaps used to mitigate a portion of our natural gas and NGL price risk associated with our percent-of-proceeds arrangements and our condensate price risk associated with our gathering operations as of November 4, 2010:

Period	Commodity	Notional Volume	Reference Price	Swap Price Range
October 2010 — December 2010	Natural Gas	1,634 MMBtu/d	IFERC Monthly Index Price for Colorado Interstate Gas Pipeline (a)	\$3.94/MMBtu
January 2011 — December 2014	Natural Gas	1,000 MMBtu/d	IFERC Monthly Index Price for Colorado Interstate Gas Pipeline (a)	\$5.06/MMBtu
October 2010 — December 2010	Natural Gas	1,900 MMBtu/d	Texas Gas Transmission Price (b)	\$6.41 - \$9.20/MMBtu
January 2011 — December 2014	Natural Gas	500 MMBtu/d	Texas Gas Transmission Price (b)	\$4.87/MMBtu
October 2010 — December 2010	Crude Oil	2,415 Bbls/d	Asian-pricing of NYMEX crude oil futures (c)	\$63.05 - \$87.25/Bbl
October 2010 — December 2011	Crude Oil	250 Bbls/d	Asian-pricing of NYMEX crude oil futures (c)	\$56.75 - \$59.30/Bbl
January 2011 — December 2011	Crude Oil	2,350 Bbls/d	Asian-pricing of NYMEX crude oil futures (c)	\$66.72 - \$83.80/Bbl
January 2012 — December 2012	Crude Oil	2,125 Bbls/d	Asian-pricing of NYMEX crude oil futures (c)	\$66.72 - \$90.00/Bbl
January 2013 — December 2013	Crude Oil	2,050 Bbls/d	Asian-pricing of NYMEX crude oil futures (c)	\$67.60 - \$83.00/Bbl
January 2014 — December 2014	Crude Oil	1,500 Bbls/d	Asian-pricing of NYMEX crude oil futures (c)	\$74.90 - \$96.08/Bbl
January 2015 — December 2015	Crude Oil	500 Bbls/d	Asian-pricing of NYMEX crude oil futures (c)	\$92.00/Bbl

(a) The Inside FERC index price for natural gas delivered into the Colorado Interstate Gas (CIG) pipeline.

(b) The Inside FERC index price for natural gas delivered into the Texas Gas Transmission pipeline in the North Louisiana area.

(c) Monthly average of the daily close prices for the prompt month NYMEX light, sweet crude oil futures contract (CL).

Our annual sensitivities for 2010 as shown in the table below, exclude the impact from non-cash mark-to-market on our commodity derivatives. We utilize crude oil derivatives to mitigate a portion of our commodity price exposure for NGLs, and show our sensitivity to changes in the relationship between the pricing of NGLs and crude oil. For fixed price natural gas and crude oil, the sensitivities are associated with our unhedged volumes. For our NGL to crude oil price relationship, the sensitivity is associated with both hedged and unhedged equity volumes.

Commodity Sensitivities Excluding Non-Cash Mark-To-Market

	Per Unit Decrease	Unit of Measurement	Estimated Decrease in Annual Net Income Attributable to Partners (Millions)
Natural gas prices	\$ 1.00	MMBtu	\$ 0.2
Crude oil prices (a)	\$ 5.00	Barrel	\$ 1.3
NGL to crude oil price relationship (b)	5 percentage point change	Barrel	\$ 5.6

(a) Assuming 60% NGL to crude oil price relationship.

(b) Assuming 60% NGL to crude oil price relationship and \$70.00/Bbl crude oil price. Generally, this sensitivity changes by \$1.6 million for each \$20.00/Bbl change in the price of crude oil. As crude oil prices increase from \$70.00/Bbl, we become slightly more sensitive to the change in the relationship of NGL prices to crude oil prices. As crude oil prices decrease from \$70.00/Bbl, we become less sensitive to the change in the relationship of NGL prices to crude oil prices.

In addition to the linear relationships in our commodity sensitivities above, additional factors cause us to be less sensitive to commodity price declines. A portion of our net income is derived from fee-based contracts and a certain percentage of liquids processing arrangements that contain minimum fee clauses in which our processing margins convert to fee-based arrangements as NGL prices decline.

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The above sensitivities exclude the impact from arrangements where producers on a monthly basis may elect to not process their natural gas in which case we retain a portion of the customers' natural gas in lieu of NGLs as a fee. The above sensitivities also exclude certain related processing arrangements where we control the processing or by-pass of the production based upon individual economic processing conditions. Under each of these types of arrangements, our processing of the natural gas would yield favorable processing margins. Less than 10% of our gas throughput is associated with these arrangements.

We estimate the following non-cash sensitivities in 2010 related to the mark-to-market on our commodity derivatives associated with our commodity cash flow protection activities:

Non-Cash Mark-To-Market Commodity Sensitivities

	<u>Per Unit Increase</u>	<u>Unit of Measurement</u>	<u>Estimated Mark-to-Market Impact (Decrease in Net Income Attributable to Partners) (Millions)</u>
Natural gas prices	\$ 1.00	MMBtu	\$ 2.9
Crude oil prices	\$ 5.00	Barrel	\$ 20.1
NGL prices	\$ 0.10	Gallon	\$ 0.3

While the above commodity price sensitivities are indicative of the impact that changes in commodity prices may have on our annualized net income, changes during certain periods of extreme price volatility and market conditions or changes in the relationship of the price of NGLs and crude oil may cause our commodity price sensitivities to vary significantly from these estimates.

The midstream natural gas industry is cyclical, with the operating results of companies in the industry significantly affected by the prevailing price of NGLs, which in turn has been generally related to the price of crude oil, with some exceptions, notably in late 2008 and early 2009, when NGL pricing was at a greater discount to crude oil pricing. Although the prevailing price of residue natural gas has less short-term significance to our operating results than the price of NGLs, in the long term, the growth and sustainability of our business depends on natural gas prices being at levels sufficient to provide incentives and capital, for producers to increase natural gas exploration and production. To minimize potential future commodity-based pricing and cash flow volatility, we have entered into a series of derivative financial instruments. As a result of these transactions, we have mitigated a portion of our expected natural gas, NGL and condensate commodity price risk relating to the equity volumes associated with our gathering and processing activities through 2015. Given the historical relationship between NGL prices and crude oil prices and the lack of liquidity in the NGL financial market, we have generally used crude oil swaps to mitigate a portion of NGL price risk. When the relationship of NGL prices to crude oil prices is at a discount to historical ranges, we experience additional exposure as a result of the relationship.

Based on historical trends, we generally expect NGL prices to directionally follow changes in crude oil prices over the long term. However, the pricing relationship between NGLs and crude oil may vary, as we believe crude oil prices will in large part be determined by the level of production from major crude oil exporting countries and the demand generated by growth in the world economy, whereas NGL prices are more correlated to supply and U.S. petrochemical demand. We believe that future natural gas prices will be influenced by North American supply deliverability, the severity of winter and summer weather, the level of North American production and drilling activity of exploration and production companies and imports of liquid natural gas, or LNG, from foreign locations. Drilling activity can be adversely affected as natural gas prices decrease. Energy market uncertainty could also further reduce North American drilling activity. Limited access to capital could also decrease drilling. Lower drilling levels over a sustained period would reduce natural gas volumes gathered and processed, but could increase commodity prices, if supply were to fall below demand levels.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit to the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified by the Commission's rules and forms, and that information is accumulated and communicated to the management of our general partner, including our general partner's principal executive and principal financial officers (whom we refer to as the Certifying Officers), as appropriate to allow timely decisions regarding required disclosure. The management of our general partner evaluated, with the participation of the Certifying Officers, the effectiveness of our disclosure controls and procedures as of September 30, 2010, pursuant to Rule 13a-15(b) under the Exchange Act. Based upon that evaluation, the Certifying Officers concluded that, as of September 30, 2010, our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2010 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Except for the matter noted below, the information required for this item is provided in Note 17, “Commitments and Contingent Liabilities,” included in Item 8 of our 2009 Form 10-K, which information is incorporated by reference into this item.

Driver — In August 2007, Driver Pipeline Company, Inc., or Driver, filed a lawsuit against DCP Midstream, LP, an affiliate of the owner of our general partner, in District Court, Jackson County, Texas. The litigation arose from a commercial dispute involving the construction of our Wilbreeze pipeline in 2006. Driver was the primary contractor for construction of the pipeline and the construction process was managed for us by DCP Midstream, LP. In June 2010 we settled this matter with Driver for \$0.3 million.

Item 1A. Risk Factors

In addition to the other information set forth in this report, careful consideration should be given to the risk factors discussed in Part I, “Item 1A. Risk Factors” in our 2009 Form 10-K. An investment in our securities involves various risks. When considering an investment in us, you should consider carefully all of the risk factors described in our 2009 Form 10-K. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our condensed consolidated results of operations, financial condition and cash flows

The following are new or modified risk factors that should be read in conjunction with the risk factors disclosed in our 2009 Form 10-K:

Our rates for treating natural gas may be subject to regulation, reduction and refund in response to a customer complaint before the Michigan Public Service Commission.

On August 25, 2010, a complaint was filed with the Michigan Public Service Commission (“MPSC”) against MichCon Gathering Company and DCP Midstream, LLC. The complaint was filed by certain producers/shippers that receive natural gas transportation and treatment services from MichCon Gathering Company for gas transported through its AEP pipeline. MichCon Gathering Company in turn has entered into a capacity agreement with DCP Antrim Gas LLC (“DCP Antrim”) for carbon dioxide treatment services through DCP Antrim’s South Chester Treating Facility. MichCon Gathering Company’s transportation services are regulated by the MPSC. The complaint alleges that the rates charged by MichCon Gathering Company and, indirectly, DCP Midstream, LLC, for treating services are excessive, and seeks unspecified reductions in such rates. The complaint requests that the MPSC assert jurisdiction over the carbon dioxide treating services, order MichCon Gathering Company and DCP Midstream, LLC to file tariffs setting forth the rates, terms, and conditions of service, and collect such rates under bond and subject to refund until such charges can be reviewed and approved by the MPSC. The filing of the complaint comes at a time when the initial service agreements for combined transportation and treating service entered into with MichCon Gathering Company are expiring and new transportation and treating services agreements are being separately negotiated by producers with MichCon Gathering Company and DCP Antrim, respectively. We cannot predict which producer/shippers will agree to continue to have their gas treated by DCP Midstream, LLC, whether jurisdiction will be assumed by the MPSC, or what the ultimate rate for treating services might be, or the amount of any potential refunds to be paid to producers/ shippers.

Recent spills and their aftermath could lead to additional governmental regulation of the offshore exploration and production industry, which may result in substantial cost increases or delays in our offshore natural gas gathering activities.

In April 2010, a deepwater exploration well located in the Gulf of Mexico, owned and operated by companies unrelated to us, sustained a blowout and subsequent explosion leading to the leaking of hydrocarbons. In response to this event, certain federal agencies and governmental officials ordered additional inspections of deepwater operations in the Gulf of Mexico. On May 28, 2010, a six-month federal moratorium was implemented on all offshore deepwater drilling projects. On October 12, 2010, the Department of the Interior announced it was lifting the deepwater drilling moratorium. Despite the fact that the drilling moratorium was lifted, this spill and its aftermath is likely to lead to additional governmental regulation of the offshore exploration and production industry and delays in the issuance of drilling permits, which may result in volume impacts, cost increases or delays in our offshore natural gas gathering activities, which could materially impact our business, financial condition and results of operations. We cannot predict with any certainty what form any additional regulation or limitations would take.

Recent federal legislation could affect our ability to use derivative instruments to reduce the effect of commodity price and interest rate risks associated with our business.

We hedge both our commodity risk and our interest rate risk. The recently adopted comprehensive financial reform legislation establishes federal oversight and regulation of the over-the-counter derivatives and swaps markets and entities that participate in those markets. Regulations stemming from this new legislation may impose new requirements related to trade-execution and reporting of over-the-counter derivatives and swaps. The new legislation and any new regulations could increase the cost of derivative contracts (including through requirements to post collateral), materially alter the terms of derivative contracts, reduce the availability of derivatives to protect against risks we encounter, reduce our ability to monetize or restructure our existing derivative contracts, and increase our exposure to less creditworthy counterparties. If we reduce our use of derivatives as a result of the legislation and regulations, our results of operations may become more volatile and its cash flows may be less predictable, which could adversely affect our ability to plan for and fund capital expenditures and fund unitholder distributions. Any of these consequences could have a material adverse effect on us, our financial condition, and results of operations.

Our outstanding notes are senior unsecured obligations of our operating subsidiary, DCP Midstream Operating, LP, or DCP Operating, and are not guaranteed by any of our subsidiaries. As a result, our notes are effectively junior to DCP Operating's existing and future secured debt and to all debt and other liabilities of its subsidiaries.

Our 3.25% Senior Notes Due 2015, or our notes, are senior unsecured obligations of our indirect wholly owned subsidiary, DCP Operating, and rank equally in right of payment with all of its other existing and future senior unsecured debt. All of our operating assets are owned by our subsidiaries, and none of these subsidiaries guarantee DCP Operating's obligations with respect to the notes. Creditors of DCP Operating's subsidiaries may have claims with respect to the assets of those subsidiaries that rank effectively senior to the notes. In the event of any distribution or payment of assets of such subsidiaries in any dissolution, winding up, liquidation, reorganization or bankruptcy proceeding, the claims of those creditors would be satisfied prior to making any such distribution or payment to DCP Operating in respect of its direct or indirect equity interests in such subsidiaries. Consequently, after satisfaction of the claims of such creditors, there may be little or no amounts left available to make payments in respect of our notes. As of September 30, 2010, DCP Operating's subsidiaries had no debt for borrowed money owing to any unaffiliated third parties. However, such subsidiaries are not prohibited under the indenture governing the notes from incurring indebtedness in the future.

In addition, because our notes and our guarantee of our notes are unsecured, holders of any secured indebtedness of us would have claims with respect to the assets constituting collateral for such indebtedness that are senior to the claims of the holders of our notes. Currently, we do not have any secured indebtedness. Although the indenture governing our notes places some limitations on our ability to create liens securing debt, there are significant exceptions to these limitations that will allow us to secure significant amounts of indebtedness without equally and ratably securing the notes. If we incur secured indebtedness and such indebtedness is either accelerated or becomes subject to a bankruptcy, liquidation or reorganization, our assets would be used to satisfy obligations with respect to the indebtedness secured thereby before any payment could be made on our notes. Consequently, any such secured indebtedness would effectively be senior to our notes and our guarantee of our notes, to the extent of the value of the collateral securing the secured indebtedness. In that event, noteholders may not be able to recover all the principal or interest due under our notes.

Our significant indebtedness and the restrictions in our debt agreements may adversely affect our future financial and operating flexibility.

As of September 30, 2010, our consolidated indebtedness was \$612.8 million. Our substantial indebtedness and the additional debt we may incur in the future for potential acquisitions may adversely affect our liquidity and therefore our ability to make interest payments on our notes.

Among other things, our significant indebtedness may be viewed negatively by credit rating agencies, which could result in increased costs for us to access the capital markets. Any future downgrade of the debt issued by us or our subsidiaries could significantly increase our capital costs or adversely affect our ability to raise capital in the future.

Debt service obligations and restrictive covenants in our credit facility and the indenture governing our notes may adversely affect our ability to finance future operations, pursue acquisitions and fund other capital needs as well as our ability to make cash distributions unitholders. In addition, this leverage may make our results of operations more susceptible to adverse economic or operating conditions by limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate and may place us at a competitive disadvantage as compared to our competitors that have less debt.

If we incur any additional indebtedness, including trade payables, that ranks equally with our notes, the holders of that debt will be entitled to share ratably with the holders of our notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of us or DCP Operating. This may have the effect of reducing the amount of proceeds paid to noteholders. If new debt is added to our current debt levels, the related risks that we now face could intensify.

We have a holding company structure in which our subsidiaries conduct our operations and own our operating assets.

We are a holding company, and our subsidiaries conduct all of our operations and own all of our operating assets. We do not have significant assets other than equity in our subsidiaries and equity investees. As a result, our ability to make required payments on our notes depends on the performance of our subsidiaries and their ability to distribute funds to us. The ability of our subsidiaries to make distributions to us may be restricted by, among other things, credit instruments, applicable state business organization laws and other laws and regulations. If our subsidiaries are prevented from distributing funds to us, we may be unable to pay all the principal and interest on the notes when due.

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Item 6. Exhibits

Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3.1*	First Amended and Restated Agreement of Limited Partnership of DCP Midstream GP, LP (attached as Exhibit 3.4 to DCP Midstream Partners, LP's Amendment No. 2 to Registration Statement on Form S-1 (File No. 333-128378) filed with the SEC on November 18, 2005).
3.2*	First Amended and Restated Limited Liability Company Agreement of DCP Midstream GP, LLC (attached as Exhibit 3.6 to DCP Midstream Partners, LP's Amendment No. 2 to Registration Statement on Form S-1 (File No. 333-128378) filed with the SEC on November 18, 2005).
3.3*	Second Amended and Restated Agreement of Limited Partnership of DCP Midstream Partners, LP (attached as Exhibit 3.1 to DCP Midstream Partners, LP's Form 8-K (File No. 001-32678) filed with the SEC on November 7, 2006).
3.4*	Amendment No. 1 to Amended and Restated Limited Liability Company Agreement of DCP Midstream GP, LLC dated as of January 20, 2009 and Amended and Restated Limited Liability Company Agreement of DCP Midstream GP, LLC dated December 7, 2005 (attached as Exhibit 3.1 to DCP Midstream Partners, LP's Form 10-K (File No. 001-32678) filed with the SEC on March 5, 2009).
3.5*	Amendment No. 1 to Second Amended and Restated Agreement of Limited Partnership of DCP Midstream Partners, LP, dated as of April 11, 2008 (attached as Exhibit 4.1 to DCP Midstream Partners, LP's Form 8-K (File No. 001-32678) filed with the SEC on April 14, 2008).
3.6*	Amendment No. 2 to the Second Amended and Restated Agreement of Limited Partnership of DCP Midstream Partners, LP (attached as Exhibit 3.1 to DCP Midstream Partners, LP's Form 8-K (File No. 001-32678) filed with the SEC on April 7, 2009).
10.1	Amended and Restated Credit Agreement, dated June 21, 2007.
12.1	Ratio of Earnings to Fixed Charges.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Such exhibit has heretofore been filed with the SEC as part of the filing indicated and is incorporated herein by reference.

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, thereunto duly authorized, in the City of Denver, State of Colorado, on November 09, 2010.

DCP Midstream Partners, LP

By: DCP Midstream GP, LP
its General Partner

By: DCP Midstream GP, LLC
its General Partner

By: /s/ Mark A. Borer
Name: Mark A. Borer
Title: Chief Executive Officer

By: /s/ Angela A. Minas
Name: Angela A. Minas
Title: Vice President and Chief Financial Officer
(Principal Financial Officer)

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* Such exhibit has heretofore been filed with the SEC as part of the filing indicated and is incorporated herein by reference.

AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of June 21, 2007

among

DCP MIDSTREAM OPERATING, LP
as the Borrower,

DCP MIDSTREAM PARTNERS, LP
and its subsidiaries
as Guarantors,

THE LENDERS PARTY HERETO

and

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

SUNTRUST BANK,

as Syndication Agent,

and

WACHOVIA CAPITAL MARKETS, LLC

and

SUNTRUST CAPITAL MARKETS, INC.,
as Co-Lead Arrangers and Joint Book Runners

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**AMENDED AND RESTATED
CREDIT AGREEMENT**

THIS AMENDED AND RESTATED CREDIT AGREEMENT (this "Credit Agreement"), dated as of June 21, 2007, is entered into among **DCP MIDSTREAM OPERATING, LP**, a Delaware limited partnership (the "Borrower"), **DCP MIDSTREAM PARTNERS, LP**, a Delaware limited partnership (the "Parent") and all Subsidiaries of the Parent (collectively, the "Guarantors"), the Lenders (as defined herein) and **WACHOVIA BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders (in such capacity, the "Agent").

RECITALS

WHEREAS, the Borrower, the Guarantors, certain lenders and the Agent entered into that certain Credit Agreement dated as of December 7, 2005 (as amended or modified from time to time, the "Existing Credit Agreement") whereby the Lenders made available to the Borrower a credit facility in the aggregate initial amount of \$400 million;

WHEREAS, the Borrower has requested that the Lenders increase the amount of credit facility and modify certain terms of the credit facility as more fully set forth herein; and

WHEREAS, the Lenders have agreed to provide the requested amended and restated credit facility to the Borrower on the terms, and subject to the conditions, set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1.

DEFINITIONS AND ACCOUNTING TERMS

1.1 Definitions.

As used herein, the following terms shall have the meanings herein specified unless the context otherwise requires. Defined terms herein shall include in the singular number the plural and in the plural the singular:

"Account Control Agreement" means Account Control Agreement-A2, Account Control Agreement-A3 and any other account control agreement entered into with respect to Cash Collateral.

"Account Control Agreement-A2" means an Account Control Agreement, in form and substance satisfactory to the Agent, to be dated no later than the Initial Draw Date with respect to the Term Loan A2, among the Borrower (as Debtor), Intermediary (as Intermediary) and the Agent (as Bank) with respect to Cash Collateral-A2.

"Account Control Agreement-A3" means an Account Control Agreement, in form and substance satisfactory to the Agent, to be dated no later than the Initial Draw Date with respect to the Term Loan A3, among the Borrower (as Debtor), Intermediary (as Intermediary) and the Agent (as Bank) with respect to Cash Collateral-A3.

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“Account Designation Letter” means the Notice of Account Designation Letter dated the Closing Date from the Borrower to the Agent in substantially the form attached hereto as Exhibit 5.1.

“Acquisition” by any Person, means the acquisition by such Person, in a single transaction or in a series of related transactions, of property or assets (other than capital expenditures or acquisitions of inventory or supplies in the ordinary course of business) of, or of a business unit or division of, another Person or at least a majority of the securities having ordinary voting power for the election of directors, managing general partners or the equivalent of another Person, in each case whether or not involving a merger or consolidation with such other Person and whether for cash, property, services, assumption of Indebtedness, securities or otherwise.

“Adjusted Base Rate” means the Base Rate plus the Applicable Margin for Base Rate Loans.

“Adjusted Eurodollar Rate” means the Eurodollar Rate plus the Applicable Margin for Eurodollar Loans.

“Adjusted LIBOR Market Index Rate” means the LIBOR Market Index Rate plus the Applicable Margin for Eurodollar Loans.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person. A Person shall be deemed to control a corporation if such Person possesses, directly or indirectly, the power to direct or cause direction of the management and policies of such corporation, whether through the ownership of voting securities, by contract or otherwise.

“Agency Services Address” means Wachovia Bank, National Association, as Administrative Agent, 201 South College Street, CP-8, Charlotte, North Carolina 28288-0680, or such other address as may be identified by written notice from the Agent to the Borrower and the Lenders.

“Agent” means Wachovia Bank, National Association and any successors and assigns in such capacity.

“Applicable Margin” means, at any time:

(a) with respect to Term Loans, (i) for Eurodollar Loans, .10% and (ii) for Base Rate Loans, 0%.

(b) with respect to Loans (other than Term Loans) and applicable fees, if neither the Parent nor the Borrower has a Debt Rating from S&P, Moody’s or Fitch, the rate per annum set forth below based on the Consolidated Leverage Ratio:

<u>Pricing Level</u>	<u>Consolidated Leverage Ratio</u>	<u>Applicable Margin for Facility Fees</u>	<u>Applicable Margin for Utilization Fees</u>	<u>Applicable Margin for Eurodollar Loans</u>	<u>Applicable Base Rate Loans</u>
I	< 3.00 to 1.0	.100%	.100%	.350%	0%
II	³ 3.00 to 1.0 but < 3.75 to 1.0	.125%	.100%	.425%	0%
III	³ 3.75 to 1.0 but < 4.50 to 1.0	.150%	.100%	.500%	0%
IV	³ 4.50 to 1.0	.175%	.100%	.575%	0%

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Any increase or decrease in the Applicable Margin resulting from a change in the Consolidated Leverage Ratio shall become effective as of the first Business Day immediately following the date that the officer's certificate is required to be delivered pursuant to Section 7.1(d) evidencing calculation of the Consolidated Leverage Ratio; provided, however, that if such certificate is not delivered when due in accordance with such Section 7.1(d), then Pricing Level IV shall apply as of the first Business Day after the date on which such certificate was required to have been delivered and shall continue to apply until the first Business Day immediately following the date a certificate is delivered in accordance with Section 7.1(d), whereupon the Applicable Margin shall be adjusted based upon the calculation of the Consolidated Leverage Ratio contained in such certificate. The Applicable Margin in effect from the Effective Date through the first Business Day immediately following the date a certificate is required to be delivered pursuant to Section 7.1(d) for the fiscal quarter ending June 30, 2007 shall be determined based upon Pricing Tier II.

(c) with respect to Loans (other than Term Loans) and applicable fees, if the Parent or the Borrower has at least one Debt Rating from S&P, Moody's or Fitch, the rate per annum set forth in the table below opposite the Debt Rating of the Parent or the Borrower (as applicable):

Parent's or Borrower's Debt Rating*	Applicable Margin for Facility Fees	Applicable Margin for Utilization Fees	Applicable Margin for Eurodollar Loans	Applicable Margin for Base Rate Loans
>BBB+/Baa1/BBB+	.070%	.050%	.230%	0%
BBB/Baa2/BBB	.090%	.050%	.310%	0%
BBB-/Baa3/BBB-	.110%	.100%	.440%	0%
BBB+/Ba1/BB+	.125%	.100%	.575%	0%

* If any Designated Rating Agency is other than S&P, Moody's and Fitch, then the equivalent Debt Rating given by such rating agency shall be used. If there is only one Designated Rating Agency it must be either S&P, Moody's or Fitch.

The Applicable Margin shall, in each case, be determined and adjusted on the date on which there is a change in the Parent's or Borrower's (as applicable) Debt Rating and shall be effective until a future change in such Debt Rating.

Notwithstanding the above, if at any time neither the Parent nor the Borrower is rated by S&P, Moody's or Fitch, the pricing grid above based on the Consolidated Leverage Ratio shall apply.

In the event that there are two Debt Ratings by the Designated Rating Agencies and there is a split in Debt Ratings, the higher Debt Rating (i.e. the lower pricing) will apply unless there is more than one level between the Debt Ratings and then one level below the higher rating will apply. In the event there are three ratings by the Designated Rating Agencies and there is a split in Debt Ratings, (i) if two of the three Debt Ratings are the same, then such Debt Rating will apply and (ii) if none of the Debt Ratings are the same, the middle Debt Rating will apply.

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(d) Any adjustment in the Applicable Margin shall be applicable to all existing Eurodollar Loans and Letters of Credit as well as any new Eurodollar Loans made or Letters of Credit issued.

(e) The Borrower shall promptly deliver to the Agent, at the address set forth on Schedule 11.1 and at the Agency Services Address, information regarding any change in the Consolidated Leverage Ratio or the Parent's or Borrower's Debt Rating that would change the existing Pricing Level pursuant to clause (a) or (b) above.

(f) In the event that any financial statement or certification delivered pursuant to Section 7.1 is shown to be inaccurate (regardless of whether this Credit Agreement or the commitments hereunder are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an "Applicable Period") than the Applicable Margin applied for such Applicable Period, then the Borrower shall immediately (i) deliver to the Agent a corrected compliance certificate for such Applicable Period, (ii) determine the Applicable Margin for such Applicable Period based upon the corrected compliance certificate, and (iii) immediately pay to the Agent the accrued additional interest owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly applied by the Agent in accordance with Section 9.3. In the event any such inaccuracy, if corrected, would have led to the application of a lower Applicable Margin for any period than the Applicable Margin applied for such period, then (1) Borrower may deliver to the Agent a correct certificate for such period, (2) the Applicable Margin shall be redetermined for such period based on the appropriate pricing level for such period and (3) Borrower shall receive a credit for any interest actually paid for such period in excess of the amount so redetermined to be applied against future interest payments as and when they become due, but in no event shall any Lender be required to refund any such amount to Borrower. It is acknowledged and agreed that nothing contained herein shall limit the rights of the Agent and the Lenders under the Credit Documents, including their rights under Sections 3.1(b), 9.1 and 9.2 and other of their respective rights under this Credit Agreement.

"Approved Officer" means the president, a vice president, the treasurer or the assistant treasurer of the applicable Credit Party or such other authorized representative of such Credit Party as may be designated by any one of the foregoing.

"Assignment Agreement" means an Assignment Agreement executed and delivered pursuant to Section 11.3(b).

"Available Cash" has the meaning ascribed to such term in the First Amended and Restated Agreement of Limited Partnership of the Parent as in effect on the Effective Date, with such amendments thereto as agreed to by the Required Lenders.

"Bankruptcy Code" means the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time.

"Base Rate" means, for any day, the rate per annum equal to the greater of (a) the Federal Funds Rate in effect on such day plus 1/2 of 1% or (b) the Prime Rate in effect on such day. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Rate shall be effective on the effective date of such change in the Prime Rate or the Federal Funds Rate, respectively.

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“Base Rate Loan” means a Loan (other than a Swingline Loan) which bears interest based on the Base Rate.

“Borrower” means DCP Midstream Operating, LP a Delaware limited partnership.

“Bridge Facility” means that certain Bridge Credit Agreement, dated as of May 9, 2007, by and among the Borrower, the Parent, certain subsidiaries of the Parent party thereto, the lenders party thereto and Wachovia Bank, National Association as administrative agent.

“Business Day” means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions are authorized or required by law or other governmental action to close in New York, New York or Charlotte, North Carolina; provided, that in the case of Eurodollar Loans, such day is also a day on which dealings between banks are carried on in U.S. dollar deposits in the London interbank market.

“Businesses” has the meaning set forth in Section 6.12.

“Capital Lease” means, as applied to any Person, any lease of any Property (whether real, personal or mixed) by that Person as lessee that, in accordance with GAAP, is required to be accounted for as a capital lease on the balance sheet of that Person.

“Capital Stock” means (a) in the case of a corporation, all classes of capital stock of such corporation, (b) in the case of a partnership, partnership interests (whether general or limited), (c) in the case of a limited liability company, membership interests and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Cash Collateral” means collectively, all assets and property maintained in Cash Collateral-A2 Account, Cash Collateral-A3 Account and all other Cash Collateral Accounts.

“Cash Collateral-A2” means all assets and property maintained in the Cash Collateral-A2 Account.

“Cash Collateral-A3” means all assets and property maintained in the Cash Collateral-A3 Account.

“Cash Collateral-A2 Account” means the account of the Borrower numbered 291155400 with the Intermediary.

“Cash Collateral-A3 Account” means the account of the Borrower numbered 001050970640 with the Intermediary.

“Cash Collateral Accounts” means Cash Collateral-A2 Account, Cash Collateral-A3 Account and any other cash collateral account formed in connection with the securing of Loans made hereunder.

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“Cash Equivalents” means, as at any date, (a) securities guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition, (b) Dollar denominated time deposits and certificates of deposit of (i) any Lender, (ii) any domestic commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody’s is at least P-1 or the equivalent thereof (any such bank being an “Approved Bank”), in each case with maturities of not more than 270 days from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody’s and maturing within six months of the date of acquisition, (d) repurchase agreements entered into by any Person with a bank or trust company (including any of the Lenders) or recognized securities dealer having capital and surplus in excess of \$500,000,000 for direct obligations issued by or fully guaranteed by the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations and (e) Investments, classified in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940 which are administered by reputable financial institutions having capital of at least \$500,000,000 or having portfolio assets of at least \$5,000,000,000 and the portfolios of which are limited to Investments of the character described in the foregoing subdivisions (a) through (d).

“Change of Control” means as of any date, the failure of (a) the Parent to own, directly or indirectly, 100% of the equity of the Borrower or (b) DCP Midstream LLC to own, directly or indirectly, a majority of the voting equity of the general partner of the Parent.

“Closing Date” means the date hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Co-lead Arrangers” means Wachovia Capital Markets, LLC and SunTrust Capital Markets, Inc.

“Collateral Documents” means (i) the Account Control Agreement-A2, the Account Control Agreement-A3, each other Account Control Agreement and (ii) each other document executed and delivered in connection with the granting, attachment and perfection of the Agent’s security interest in the Cash Collateral, including, without limitation, Uniform Commercial Code financing statements.

“Commercial Operation Date” means the date on which a Qualified Project is substantially complete and commercially operable.

“Commitment” means, as to each Lender, the commitment of such Lender with respect to the Revolving Committed Amount and the commitment of such Lender with respect to the Term Loans and “Commitments” means, collectively, all such commitments of the Lenders.

“Commitment Percentage” means, for each Lender, the percentage identified as its Commitment Percentage with respect to Revolving Loans or different types of Term Loans opposite such Lender’s name on Schedule 1.1, as such percentage may be modified by assignment or by an increase in Commitments in accordance with Section 2.10.

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“Conflicts Committee” has the meaning ascribed thereto in the Second Amended and Restated Agreement of Limited Partnership of the Parent, as amended or restated from time to time.

“Consolidated EBITDA” means, for any period, an amount equal to (a) Consolidated Net Income for such period plus (b) to the extent deducted in determining Consolidated Net Income for such period, the aggregate amount of (i) taxes based on or measured by income, (ii) Consolidated Interest Expense and (iii) depreciation and amortization expense plus (c) the amount of cash dividends actually received during such period by the Parent and its Subsidiaries on a consolidated basis from unconsolidated subsidiaries of the Parent or other Persons minus (d) to the extent included in determining Consolidated Net Income for such period, equity in earnings from unconsolidated subsidiaries of the Parent. Furthermore, for purposes of the foregoing clauses (a) and (b), Consolidated Net Income and consolidated expenses shall be adjusted with respect to net income and expenses of non-wholly-owned consolidated subsidiaries to reflect only the Credit Parties’ pro rata ownership interest therein.

“Consolidated Indebtedness” means, without duplication, (a) all Indebtedness of the Parent and its Subsidiaries on a consolidated basis (excluding the face amount of Hybrid Securities outstanding at such date) minus (b) the principal amount of Cash Collateral then held by the Intermediary. For purposes of the foregoing, Indebtedness of a non-wholly owned Subsidiary shall be included in the calculation of Consolidated Indebtedness only to the extent of the Credit Parties’ proportional interest therein, unless such Indebtedness is recourse to the Credit Parties (in which case, the full amount of such Indebtedness that is recourse to the Credit Parties shall be included in the calculation of Consolidated Indebtedness).

“Consolidated Interest Coverage Ratio” means, as of the last day of each fiscal quarter of the Parent, the ratio of (a) Consolidated EBITDA for the period of four consecutive fiscal quarters ending on such day to (b) Consolidated Interest Expense for the period of four consecutive fiscal quarters ending on such day.

“Consolidated Interest Expense” means interest expense as would appear on a consolidated statement of income of the Parent and its Subsidiaries prepared in accordance with GAAP; provided, that Consolidated Interest Expense associated with the Term Loans for any period shall be reduced by any interest income earned on the Cash Collateral during such period. For purposes of the foregoing, interest expense of a non-wholly owned Subsidiary shall be included in the calculation of Consolidated Interest Expense only to the extent of the Credit Parties’ proportional interest therein, unless the Indebtedness giving rise to such interest expense is recourse to the Credit Parties.

“Consolidated Leverage Ratio” means, as of the last day of each fiscal quarter of the Parent, the ratio of (a) Consolidated Indebtedness (excluding letters of credit that do not support Indebtedness) on such day to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ending on such day.

“Consolidated Net Income” means, for any period, the net income of the Parent and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP; provided, that Consolidated Net Income shall not include (i) extraordinary gains or extraordinary losses, (ii) net gains and losses in respect of disposition of assets other than in the ordinary course of business, (iii) gains or losses attributable to write-ups or write-downs of assets including hedging and derivative activities in the ordinary course of business and (iv) the cumulative effect of a change in accounting principles, all as reported in the Parent’s consolidated statement(s) of income for the relevant period(s) prepared in accordance with GAAP.

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“Consolidated Net Tangible Assets” means, at any date of determination, the total amount of consolidated assets of the Parent and its Subsidiaries after deducting therefrom the value (net of any applicable reserves) of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a pro forma basis would be set forth, on the consolidated balance sheet of the Parent and its Subsidiaries for the most recently completed fiscal quarter, in accordance with GAAP.

“Credit Documents” means this Credit Agreement, the Notes, the LOC Documents, the Collateral Documents, any Notice of Borrowing, any Notice of Continuation/Conversion and all other related agreements and documents issued or delivered hereunder or thereunder or pursuant hereto or thereto.

“Credit Exposure” means, as applied to each Lender (a) at any time prior to the termination of the Commitments, the sum of (i) the Commitment Percentage of such Lender with respect to Revolving Loans multiplied by the Revolving Committed Amount plus (ii) the principal balance of outstanding Term Loans of such Lender plus (iii) the aggregate available amount of undrawn Commitments of such Lender with respect to the Term Loans and (b) at any time after the termination of the Commitments, the sum of (i) the principal balance of the outstanding Loans of such Lender plus (ii) such Lender’s Participation Interest in the face amount of outstanding Letters of Credit and Swingline Loans.

“Credit Facility Swap Contract” means any interest rate Swap Contract entered into by a Credit Party with a Lender or an Affiliate of a Lender with respect to the Obligations.

“Credit Parties” means the Borrower and the Guarantors.

“Debt Rating” means, the long-term senior unsecured, non-credit enhanced debt rating of the Parent or the Borrower, as applicable, by the Designated Rating Agencies. For all purposes of this Agreement, in the event that both the Parent and the Borrower are rated by one or more Designated Rating Agencies, the term “Debt Rating” shall mean the Debt Rating of the Parent.

“Default” means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

“Defaulting Lender” means, at any time, any Lender that, at such time (a) has failed to make a Loan required pursuant to the term of this Credit Agreement, (b) has failed to pay to the Agent or any Lender an amount owed by such Lender pursuant to the terms of this Credit Agreement or (c) has been deemed insolvent by a court of competent jurisdiction or has become subject to a bankruptcy or insolvency proceeding or to a receiver, trustee or similar official.

“Designated Rating Agencies” shall mean up to any three of S&P, Moody’s, Fitch or any other rating agency selected by the Parent which is recognized by the Securities and Exchange Commission and identified by the Parent from time to time in a Rating Agency Designation and “Designated Rating Agency” shall mean any one of the foregoing. Until such time as the Parent shall have delivered a Rating Agency Designation to the Agent, the Designated Rating Agencies shall be S&P, Moody’s and Fitch.

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“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including any Sale and Leaseback Transaction) of any Property by a Credit Party (including the Equity Interests of any Subsidiary), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Dollars” and “\$” means dollars in lawful currency of the United States of America.

“Effective Date” means the date on which the conditions set forth in Section 5.1 shall have been fulfilled (or waived in the sole discretion of the Lenders).

“Eligible Assignee” means (a) any Lender approved by the Borrower, the Agent and the Issuing Lenders, (b) any existing Lender or an Affiliate of an existing Lender and (c) any other Person approved by the Borrower, the Issuing Lenders and the Agent (in each case, which approval by the Borrower, the Issuing Lenders and the Agent shall not be unreasonably withheld or delayed); provided, that (A) the Borrower’s consent is not required during the existence and continuation of an Event of Default and (B) neither the Borrower nor an Affiliate of the Borrower shall qualify as an Eligible Assignee.

“Environmental Laws” means any legal requirement of any Governmental Authority pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater or (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any hazardous or toxic substance or material or (e) pollution (including any release to land surface water and groundwater) and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendment of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 11001 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any analogous implementing or successor law, and any amendment, rule, regulation, order, or directive issued thereunder.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto, as interpreted by the rules and regulations thereunder, all as the same may be in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

“ERISA Affiliate” means an entity, whether or not incorporated, which is under common control with the Parent or any of its Subsidiaries within the meaning of Section 4001(a)(14) of ERISA, or is a member of a group which includes the Parent or any of its Subsidiaries and which is treated as a single employer under Sections 414(b), (c), (m), or (o) of the Code.

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“Eurodollar Loan” means a Loan bearing interest at the Adjusted Eurodollar Rate.

“Eurodollar Rate” means with respect to any Eurodollar Loan, for the Interest Period applicable thereto, a rate per annum equal to the London Interbank Offered Rate.

“Eurodollar Reserve Percentage” means, for any day, that percentage (expressed as a decimal) which is in effect from time to time under Regulation D as the maximum reserve requirement (including, without limitation, any basic, supplemental, emergency, special, or marginal reserves) applicable with respect to Eurocurrency liabilities, as that term is defined in Regulation D (or against any other category of liabilities that includes deposits by reference to which the interest rate of Eurodollar Loans is determined).

“Event of Default” has the meaning specified in Section 9.1.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as amended, modified, succeeded or replaced from time to time.

“Existing Credit Agreement” has the meaning set forth in the Recitals hereto.

“Existing Letters of Credit” shall mean each of the letters of credit described by date of issuance, amount, LC # and the date of expiry on Schedule 2.2 hereto.

“Extension of Credit” means, as to any Lender, the making of a Loan by such Lender (or a participation therein by a Lender) or the issuance of, or participation in, a Letter of Credit by such Lender.

“Facility Fee” has the meaning specified in Section 3.4(a).

“Fee Letter” means that certain letter agreement, dated as of May 29, 2007, among the Agent, Wachovia Capital Markets, LLC and the Borrower, as amended, modified, supplemented or replaced from time to time.

“Federal Funds Rate” means for any day the rate per annum (rounded upward to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to the Agent on such day on such transactions as determined by the Agent.

“Fitch” means Fitch, Inc., or any successor or assignee of the business of such company in the business of rating securities.

“GAAP” means generally accepted accounting principles in the United States applied on a consistent basis and subject to Section 1.3.

“Government Acts” has the meaning specified in Section 2.2(k).

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“Governmental Authority” means any Federal, state, local or foreign court, monetary authority or governmental agency, authority, instrumentality or regulatory body.

“Guarantor” means (a) the Parent, (b) each Subsidiary of the Parent in existence as of the Effective Date (other than the Borrower) and (c) any Person which becomes a “Guarantor” pursuant to Section 7.12 hereof, in each case, together with their successors and permitted assigns.

“Hybrid Securities” means any trust preferred securities, or deferrable interest subordinated debt with a maturity of at least 20 years, which provides for the optional or mandatory deferral of interest or distributions, issued by the Parent or the Borrower.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services purchased, (c) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to the property acquired, (d) all obligations of such Person under lease obligations which shall have been, or should be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable as lessee, (e) the face amount of all letter of credit indebtedness available to be drawn (other than letter of credit obligations relating to indebtedness included in Indebtedness pursuant to another clause of this definition) and, without duplication, the unreimbursed amount of all drafts drawn thereunder, (f) obligations of others secured by a Lien on property or assets of such Person, whether or not assumed (but in any event not exceeding the fair market value of the property or asset), (g) all guarantees of Indebtedness referred to in clauses (a) through (f) above, (h) all amounts payable by such Person in connection with mandatory redemptions or repurchases of preferred stock, (i) any obligations of such Person (in the nature of principal or interest) in respect of acceptances or similar obligations issued or created for the account of such Person, (j) all Off Balance Sheet Indebtedness of such Person and (k) obligations (contingent or otherwise) existing or arising under any interest rate Swap Contract, to the extent such obligations are classified as “indebtedness” for purposes of GAAP.

“Initial Draw Date” means, with respect to any Term Loan, the date of the initial drawing under such Term Loan.

“Interest Payment Date” means (a) as to Base Rate Loans and Swingline Loans, the first day of each calendar quarter of the Borrower and the Maturity Date, (b) as to Eurodollar Loans, the last day of each applicable Interest Period and the Maturity Date and, in addition, where the applicable Interest Period for a Eurodollar Loan is greater than three months, then also on the last day of each three-month period during such Interest Period and (c) as to LIBOR Market Index Rate Loans, the first day of each calendar quarter of the Borrower, the maturity date for such LIBOR Market Index Rate Loan and the Maturity Date. If an Interest Payment Date falls on a date which is not a Business Day, such Interest Payment Date shall be deemed to be the next succeeding Business Day, except that in the case of Eurodollar Loans where the next succeeding Business Day falls in the next succeeding calendar month, then on the next preceding Business Day.

“Interest Period” means, with respect to Eurodollar Loans, a period of one, two, three or six months’ duration, as the Borrower may elect, commencing, in each case, on the date of the borrowing (including continuations and conversions of Eurodollar Loans); provided, however, (a) if any Interest Period would end on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day (except that where the next succeeding Business Day falls in the next succeeding calendar month, then on the next preceding Business Day), (b) no Interest Period shall extend beyond the Maturity Date and (c) where an Interest Period begins on a day for which there is no numerically corresponding day in the calendar month in which the Interest Period is to end, such Interest Period shall end on the last Business Day of such calendar month.

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“Intermediary” means US Bank, National Association, as Intermediary under the Account Control Agreements or such other financial institution reasonably acceptable to the Agent.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of the Capital Stock of another Person, (b) an Acquisition or (c) a loan, advance or capital contribution to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor guarantees Indebtedness of such other Person.

“Investment Grade Rating” means BBB- or better from S&P, Baa3 or better from Moody’s or BBB- or better from Fitch.

“Investment Grade Rating Date” means the date on which the Parent or Borrower first achieves an Investment Grade Rating.

“Issuing Lender” means, with respect to (i) Existing Letters of Credit, Wachovia Bank, National Association and (ii) Letters of Credit issued after the Closing Date, Wachovia Bank, National Association or any other Lender as requested by the Borrower and agreed to by such Lender.

“Issuing Lender Fees” has the meaning set forth in Section 3.4(b)(ii).

“Letter of Credit” means (a) a Letter of Credit issued for the account of the Borrower or one of its Subsidiaries by an Issuing Lender pursuant to Section 2.2 or (b) any Existing Letter of Credit, in each case as such Letter of Credit may be amended, modified, extended, renewed or replaced.

“Letter of Credit Fees” shall have the meaning assigned to such term in Section 3.4(b)(i).

“Lender” means any Person identified as a Lender on the signature pages hereto and any Eligible Assignee which may become a Lender by way of assignment in accordance with the terms hereof, together with their successors or permitted assigns.

“LIBOR Market Index Rate” means, for any day, the 30-day rate of interest per annum appearing on Reuters Screen LIBOR01 Page (or any successor page) as the London interbank offered rate for deposits in Dollars at approximately 11:00 A.M. (London time) on such day, or if such day is not a London business day, then the immediately preceding London business day (or if not so reported, then as determined by the Agent from another recognized source or interbank quotation), or another rate as agreed to by the Agent and the Borrower.

“LIBOR Market Index Rate Loan” means a Loan bearing interest at the Adjusted LIBOR Market Index Rate.

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“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, encumbrance, lien (statutory or otherwise), preference, priority or charge of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the Uniform Commercial Code as adopted and in effect in the relevant jurisdiction or other similar recording or notice statute, and any lease in the nature thereof).

“Loans” means the Revolving Loans, the Swingline Loans and the Term Loans.

“LOC Documents” means, with respect to any Letter of Credit, such Letter of Credit, any amendments thereto, any documents delivered in connection therewith, any application therefor, and any agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or at risk or (b) any collateral security for such obligations.

“LOC Obligations” means, at any time, the sum of (a) the maximum amount which is then available to be drawn under Letters of Credit then outstanding, assuming compliance with all requirements for drawings referred to in such Letters of Credit plus (b) the aggregate amount of all drawings under Letters of Credit honored by an Issuing Lender but not theretofore reimbursed.

“London Interbank Offered Rate” means, with respect to any Eurodollar Loan for the Interest Period applicable thereto, the rate of interest per annum appearing on Reuters Screen LIBOR01 Page (or any successor page) as the London interbank offered rate for deposits in Dollars at approximately 11:00 A.M. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period. If, for any reason, such rate is not available, the term “London Interbank Offered Rate” shall mean, with respect to any Eurodollar Loan for the Interest Period applicable thereto, the rate of interest per annum appearing on such other service as may be nominated by the British Bankers’ Association as the London interbank offered rate for deposits in Dollars at approximately 11:00 A.M. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period; provided, however, if more than one rate is specified, the applicable rate shall be the arithmetic mean of all such rates.

“Mandatory Borrowing” has the meaning specified in Section 2.2(e).

“Material Adverse Effect” means a material adverse effect on the business, financial positions or results of operations of the Parent and its Subsidiaries taken as a whole.

“Maturity Date” shall mean the Revolver Maturity Date and/or the Term Loan Maturity Date, as applicable.

“Moody’s” means Moody’s Investors Service, Inc., or any successor or assignee of the business of such company in the business of rating securities.

“Multiemployer Plan” means a Plan covered by Title IV of ERISA which is a multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA.

“Multiple Employer Plan” means a Plan covered by Title IV of ERISA, other than a Multiemployer Plan, which the Parent or any ERISA Affiliate and at least one employer other than the Parent or any ERISA Affiliate are contributing sponsors.

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“Non-Excluded Taxes” has the meaning specified in Section 4.4(a).

“Non-Extending Lender” has the meaning specified in Section 2.11.

“Notes” means the Revolving Notes, the Term Loan Notes and the Swingline Loan Notes, if any.

“Notice of Borrowing” means a request by the Borrower for a Loan in the form of Exhibit 2.3.

“Notice of Continuation/Conversion” means a request by the Borrower for the continuation or conversion of a Loan in the form of Exhibit 2.5.

“Obligations” means, without duplication, all of the obligations of the Credit Parties to the Lenders and the Agent, whenever arising, under this Credit Agreement, the Notes, the LOC Documents, the Collateral Documents, Credit Facility Swap Contracts, Treasury Management Agreements or any of the other Credit Documents.

“Off Balance Sheet Indebtedness” means any obligation of a Person that would be considered indebtedness for tax purposes but is not set forth on the balance sheet of such Person, including, but not limited to, (a) any synthetic lease, tax retention operating lease, off balance sheet loan or similar off-balance sheet financing product of such Person, (b) the aggregate amount of uncollected accounts receivables of such Person subject at such time to a sale of receivables (or similar transaction) and (c) obligations of any partnership or joint venture that is recourse to such Person.

“Parent” means DCP Midstream Partners, LP, a Delaware limited partnership.

“Participation Interest” means the Extension of Credit by a Lender by way of a purchase or deemed purchase of a participation in Letters of Credit or LOC Obligations as provided in Section 2.2 or in any Swingline Loans as provided in Section 2.8 or in any Loans as provided in Section 3.8.

“Payment Date” has the meaning set forth in Section 2.2(d).

“PBGC” means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA and any successor thereto.

“Permitted Acquisitions” means any Acquisition by any Credit Party, so long as (a) no Default or Event of Default is in existence or would be created thereby, (b) the Person or assets being acquired by such Credit Party are in the midstream energy business, (c) such Acquisition has been approved by the Board of Directors or similar governing body of the target of such Acquisition (if required or applicable) and (d) immediately after giving effect to such acquisition, the Borrower is in compliance with Section 7.10 on a pro forma basis.

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“Permitted Cash Collateral” means each of the following instruments and securities to the extent having maturities (for purposes of this definition, “maturities” shall mean (i) weighted average life for asset-backed securities, mortgage-backed securities, commercial mortgage-backed securities and collateralized mortgage obligations, and the next reset date for auction rate securities and (ii) with respect to mutual funds, the weighted average maturity of the investments it owns) not greater than six months from the date of acquisition thereof:

- (a) cash,
 - (b) investments in money market mutual funds that are registered with the SEC and subject to Rule 2a-7 of the Investment Company Act of 1940 and have a net asset value of 1.0,
 - (c) U.S. Treasury Notes,
 - (d) direct obligations of the United States (including obligations of agencies and sponsored enterprises of the United States) and other obligations whose principal and interest is fully guaranteed by the United States,
 - (e) money market instruments (including, but not limited to, commercial paper, banker’s acceptances, time deposits and certificates of deposits) rated A-1 by S&P or P-1 by Moody’s at the time of purchase,
 - (f) obligations of corporations or other business entities (including, bonds, notes and other structured obligations) rated AAA by S&P, Aaa by Moody’s or AAA by Fitch at the time of purchase,
 - (g) asset-backed securities rated AAA by S&P, Aaa by Moody’s or AAA by Fitch at the time of purchase,
 - (h) mortgage-backed securities, commercial mortgage-backed securities and collateralized mortgage obligations rated AAA by S&P, Aaa by Moody’s or AAA by Fitch at the time of purchase,
 - (i) repurchase obligations that are collateralized no less than 102% of market value (including accrued interest) by obligations of the U.S. government or one of its sponsored enterprises or agencies,
 - (j) municipal obligations issued by any state of the United States of America or any municipality or other political subdivision of any such state rated AAA by S&P, Aaa by Moody’s or AAA by Fitch at the time of purchase,
 - (k) 7, 28 or 35 day auction rate securities rated AAA by S&P, Aaa by Moody’s or AAA by Fitch at the time of purchase and
 - (l) shares in bond mutual funds that are registered under the Investment Company Act of 1940 that invest solely in the items set forth in (a)-(k) above and rated AAA by S&P, Aaa by Moody’s or AAA by Fitch at the time of purchase,
- in each case above which is held in the applicable Cash Collateral Account and is subject to the Account Control Agreement and in which the Agent has, on behalf of the Lenders, a first priority perfected security interest (such security interest to be supported by a legal opinion from counsel to the Borrower in form and substance satisfactory to the Agent).

Notwithstanding the above, at the time of purchase, no one issuer will be more than 5% of the value of the Permitted Cash Collateral with respect to any Term Loan. This rule excludes direct obligations of the United States, United States sponsored agencies and enterprises, money market funds, repurchase agreements and securities that have an effective maturity no longer than the next business day. United States sponsored agencies and enterprises are limited to 40% of the value of the Permitted Cash Collateral with respect to any Term Loan at time of purchase, per issuer. For purposes of calculating the amount of Permitted Cash Collateral on deposit in the Cash Collateral Accounts hereunder, Permitted Cash Collateral of an issuer that exceeds the 5% or 40% thresholds set forth above shall be excluded from such calculation.

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“Permitted Cash Collateral-A2” means Permitted Cash Collateral securing the Term Loan A2.

“Permitted Cash Collateral-A3” means Permitted Cash Collateral securing the Term Loan A3.

“Person” means any individual, partnership, joint venture, firm, corporation, association, trust, limited liability company or other enterprise (whether or not incorporated), or any government or political subdivision or any agency, department or instrumentality thereof.

“Plan” means any employee pension benefit plan (as defined in Section 3(2) of ERISA) which is covered by ERISA and with respect to which the Parent or any ERISA Affiliate is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” within the meaning of Section 3(5) of ERISA.

“Prime Rate” means the per annum rate of interest established from time to time by the Agent at its principal office in Charlotte, North Carolina as its Prime Rate. Any change in the interest rate resulting from a change in the Prime Rate shall become effective as of 12:01 a.m. of the Business Day on which each change in the Prime Rate is announced by the Agent. The Prime Rate is a reference rate used by the Agent in determining interest rates on certain loans and is not intended to be the lowest rate of interest charged on any extension of credit to any debtor.

“Properties” has the meaning set forth in Section 6.12.

“Qualified Acquisition” means a Permitted Acquisition, the aggregate purchase price for which, when combined with the aggregate purchase price for all other Permitted Acquisitions in any rolling 12-month period, is greater than or equal to \$25,000,000.

“Qualified Project” means the construction or expansion of any capital project of the Parent or any of its Subsidiaries, the aggregate capital cost of which exceeds \$10,000,000.

“Qualified Project EBITDA Adjustments” shall mean, with respect to each Qualified Project:

(a) prior to the Commercial Operation Date of a Qualified Project (but including the fiscal quarter in which such Commercial Operation Date occurs), a percentage (based on the then-current completion percentage of such Qualified Project) of an amount to be approved by the Agent as the projected Consolidated EBITDA of the Parent and its Subsidiaries attributable to such Qualified Project for the first 12-month period following the scheduled Commercial Operation Date of such Qualified Project (such amount to be determined based on customer contracts relating to such Qualified Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions and other reasonable factors deemed appropriate by Agent), which may, at the Parent’s option, be added to actual Consolidated EBITDA for the Parent and its Subsidiaries for the fiscal quarter in which construction of such Qualified Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Qualified Project (including the fiscal quarter in which such Commercial Operation Date occurs, but net of any actual Consolidated EBITDA of the Parent and its Subsidiaries attributable to such Qualified Project following such Commercial Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date, then the foregoing amount shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after its actual Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the period of actual delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days but not more than 270 days, 50%, and (iv) longer than 270 days, 100%; and

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(b) thereafter, actual Consolidated EBITDA of the Parent and its Subsidiaries attributable to such Qualified Project for each full fiscal quarter after the Commercial Operation Date, plus the amount approved by Agent pursuant to Part (a) above as the projected Consolidated EBITDA of Parent and its Subsidiaries attributable to such Qualified Project for the fiscal quarters constituting the balance of the four full fiscal quarter period following such Commercial Operation Date; provided, in the event the actual Consolidated EBITDA of the Parent and its Subsidiaries attributable to such Qualified Project for any full fiscal quarter after the Commercial Operation Date shall materially differ from the projected Consolidated EBITDA approved by Agent pursuant to Part (a) above for such fiscal quarter, the projected Consolidated EBITDA of Parent and its Subsidiaries attributable to such Qualified Project for any remaining fiscal quarters included in the foregoing calculation shall be redetermined in the same manner as set forth in clause (a) above, such amount to be approved by the Agent, which may, at the Parent's option, be added to actual Consolidated EBITDA for the Parent and its Subsidiaries for such fiscal quarters.

Notwithstanding the foregoing:

(A) no such additions shall be allowed with respect to any Qualified Project unless:

(1) not later than 30 days prior to the delivery of any certificate required by the terms and provisions of Section 7.1(d) to the extent Qualified Project EBITDA Adjustments will be made to Consolidated EBITDA in determining compliance with Section 7.10, the Borrower shall have delivered to the Agent written pro forma projections of Consolidated EBITDA of the Parent and its Subsidiaries attributable to such Qualified Project; and

(2) prior to the date such certificate is required to be delivered, the Agent shall have approved (such approval not to be unreasonably withheld) such projections and shall have received such other information and documentation as the Agent may reasonably request, all in form and substance satisfactory to the Agent, and

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(B) the aggregate amount of all Qualified Project EBITDA Adjustments during any period shall be limited to 20% of the total actual Consolidated EBITDA of the Parent and its Subsidiaries for such period (which total actual Consolidated EBITDA shall be determined without including any Qualified Project EBITDA Adjustments).

“Rating Agency Designation” means a written notice in the form of Exhibit 1.1 provided from time to time by the Parent to the Agent setting forth up to three current Designated Rating Agencies.

“Register” has the meaning set forth in Section 11.3(c).

“Regulation A, D, T, U, or X” means Regulation A, D, T, U or X, respectively, of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

“Reportable Event” means a “reportable event” as defined in Section 4043 of ERISA with respect to which the notice requirements to the PBGC have not been waived.

“Required Collateral-A2 Amount” has the meaning specified in Section 7.13(b)(I).

“Required Collateral-A3 Amount” has the meaning specified in Section 7.13(b)(II).

“Required Lenders” means Lenders whose aggregate Credit Exposure constitutes more than 50% of the aggregate Credit Exposure of all Lenders at such time; provided, however, that if any Lender shall be a Defaulting Lender at such time then there shall be excluded from the determination of Required Lenders the aggregate principal amount of Credit Exposure of such Lender at such time.

“Responsible Officer” means the president, chief financial officer, treasurer or assistant treasurer of the applicable Credit Party.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to Capital Stock of a Credit Party or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Capital Stock or on account of any return of capital to a Credit Party’s stockholders, partners or members (or the equivalent Person thereof), or any setting apart of funds or assets for any of the foregoing.

“Revolver Maturity Date” shall mean the later of (a) the date that is five (5) years following the Closing Date and (b) if the Revolver Maturity Date is extended pursuant to Section 2.11, such extended Revolver Maturity Date as determined pursuant to such Section 2.11.

“Revolving Committed Amount” means SIX HUNDRED MILLION DOLLARS (\$600,000,000) as such amount may be reduced in accordance with Section 2.7 or increased pursuant to Section 2.10.

“Revolving Lender” means a Lender who has a Commitment Percentage with respect to Revolving Loans greater than zero.

“Revolving Loans” has the meaning set forth in Section 2.1(a).

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“Revolving Notes” means the promissory notes of the Borrower in favor of each of the Lenders evidencing the Loans provided pursuant to Section 2.1(a), individually or collectively, as appropriate, as such notes may be amended or modified from time to time and substantially in the form of Exhibit 2.9(a).

“S&P” means Standard & Poor’s Ratings Group, a division of McGraw Hill, Inc., or any successor or assignee of the business of such division in the business of rating securities.

“Sale and Leaseback Transaction” means, with respect to a Credit Party or any Subsidiary, any arrangement, directly or indirectly, with any Person whereby a Credit Party or such Subsidiary shall sell or transfer any assets used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such assets or other assets that it intends to use for substantially the same purpose or purposes as the assets being sold or transferred.

“Sanctioned Country” means a country subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treas.gov/offices/enforcement/ofac/sanctions/index.html>, or as otherwise published from time to time.

“Sanctioned Person” means (a) a Person named on the list of “Specially Designated Nationals and Blocked Persons” maintained by OFAC available at <http://www.treas.gov/offices/enforcement/ofac/sdn/index.html>, or as otherwise published from time to time or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

“Single Employer Plan” means any Plan which is covered by Title IV of ERISA, but which is not a Multiemployer Plan or a Multiple Employer Plan.

“Solvent” means, with respect to any Person as of a particular date, that on such date (a) such Person is able to pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (b) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay as such debts and liabilities mature in their ordinary course, (c) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person’s assets would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged or is to engage, (d) the fair value of the assets of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person and (e) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed as the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Subsidiary” means, as to any Person, (a) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time, any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries, (b) any partnership, association, joint venture, limited liability company or other entity in which such person directly or indirectly through Subsidiaries has more than 50% equity interest at any time and (c) any other Person that is controlled by such Person and who for GAAP purposes is required to be consolidated into such Person’s consolidated financial statements. Unless otherwise provided, as used herein, “Subsidiary” shall refer to a Subsidiary of the Parent.

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“Swap Contract” means, to the extent entered into on a fair market value basis at the time of entry, (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Swingline Committed Amount” means SIXTY MILLION DOLLARS (\$60,000,000).

“Swingline Lender” means Wachovia Bank, National Association or any successor Swingline Lender.

“Swingline Loan” or “Swingline Loans” has the meaning set forth in Section 2.8(a).

“Swingline Note” means the promissory note of the Borrower in favor of the Swingline Lender evidencing the Swingline Loans provided pursuant to Section 2.8, as such promissory note may be amended or modified, from time to time and substantially in the form of Exhibit 2.9(c).

“Termination Event” means (a) with respect to any Single Employer Plan, the occurrence of a Reportable Event or the substantial cessation of operations (within the meaning of Section 4062(e) of ERISA), (b) the withdrawal of the Parent or any ERISA Affiliate from a Multiple Employer Plan during a plan year in which it was a substantial employer (as such term is defined in Section 4001(a)(2) of ERISA), or the termination of a Multiple Employer Plan, (c) the distribution of a notice of intent to terminate or the actual termination of a Plan pursuant to Section 4041(a)(2) or 4041A of ERISA, (d) the institution of proceedings to terminate or the actual termination of a Plan by the PBGC under Section 4042 of ERISA, (e) any event or condition which might reasonably constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or (f) the complete or partial withdrawal of the Borrower or any ERISA Affiliate from a Multiemployer Plan.

“Term Loan” has the meaning specified in Section 2.1(b).

“Term Loan Maturity Date” means, with respect to the Term Loan A2 and the Term Loan A3, the date that is five (5) years following the Closing Date.

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“Term Loan Note” means the promissory notes of the Borrower in favor of each of the Lenders evidencing the Loans provided pursuant to Section 2.1(b), individually or collectively, as appropriate, as such notes may be amended or modified from time to time and substantially in the form of Exhibit 2.9(b).

“Term Loan A2” has the meaning specified in Section 2.1(b)(i).

“Term Loan A2 Commitment Fee” has the meaning set forth in Section 3.4(e)(i).

“Term Loan A2 Commitment Period” shall mean the period from and including the Closing Date to and including the Term Loan A2 Commitment Termination Date.

“Term Loan A2 Commitment Termination Date” shall mean November 15, 2007.

“Term Loan A2 Funding Date” shall mean, with respect to the Term Loan A2, any Business Day occurring during the Term Loan A2 Commitment Period in which the Borrower delivers a Notice of Borrowing in accordance with Section 2.3(b); provided, that there shall be no more than two (2) Term Loan A2 Funding Dates during the Term Loan A2 Commitment Period.

“Term Loan A3” has the meaning specified in Section 2.1(b)(ii).

“Term Loan A3 Commitment Fee” has the meaning set forth in Section 3.4(e)(ii).

“Term Loan A3 Commitment Period” shall mean the period from and including the Closing Date to and including the Term Loan A3 Commitment Termination Date.

“Term Loan A3 Commitment Termination Date” shall mean December 31, 2007.

“Term Loan A3 Funding Date” shall mean, with respect to the Term Loan A3, any Business Day occurring during the Term Loan A3 Commitment Period in which the Borrower delivers a Notice of Borrowing in accordance with Section 2.3(b); provided, that there shall be no more than two (2) Term Loan A3 Funding Dates during the Term Loan A3 Commitment Period.

“Tier 1 Permitted Cash Collateral” means Permitted Cash Collateral with maturities of not more than 30 days from the date of acquisition with the exception of auction rate securities which may have a re-set date of 35 days or less.

“Tier 2 Permitted Cash Collateral” means Permitted Cash Collateral with maturities more than 30 days from the date of acquisition but not more than 90 days from the date of acquisition.

“Tier 3 Permitted Cash Collateral” means Permitted Cash Collateral with maturities more than 90 days from the date of acquisition but not more than 180 days from the date of acquisition.

“Treasury Management Agreement” means any agreement governing the provision of treasury or cash management services, including deposit accounts, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services provided by a Lender or an Affiliate of a Lender.

“Utilization Fees” has the meaning set forth in Section 3.4(c).

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“Utilized Revolving Loan Commitment” means, for any period from the Effective Date to the Revolver Maturity Date, the amount equal to the daily average sum for such period of the aggregate principal amount of all Revolving Loans plus Swingline Loans plus LOC Obligations.

“Voting Stock” means all classes of the Capital Stock (or other voting interests) of such Person then outstanding and normally entitled to vote in the election of directors or other governing body of such Person.

1.2 Computation of Time Periods.

For purposes of computation of periods of time hereunder, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.” References in this Credit Agreement to “Articles”, “Sections”, “Schedules” or “Exhibits” shall be to Articles, Sections, Schedules or Exhibits of or to this Credit Agreement unless otherwise specifically provided.

1.3 Accounting Terms.

(a) Generally. Except as otherwise expressly provided herein, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered to the Lenders hereunder shall be prepared, in accordance with GAAP applied on a consistent basis.

(b) Calculations. Notwithstanding anything in this Credit Agreement to the contrary:

(i) For purposes of calculating compliance with the financial covenants set forth in Section 7.10 hereof and for purposes of determining the Applicable Margin, with respect to all Permitted Acquisitions subsequent to the Effective Date, Consolidated EBITDA, Consolidated Interest Expense and Consolidated Indebtedness with respect to such newly acquired assets shall be calculated on a pro forma basis as if such acquisition had occurred at the beginning of the applicable twelve month period of determination.

(ii) For purposes of calculating compliance with the financial covenants set forth in Section 7.10 hereof and for purposes of determining the Applicable Margin, Consolidated EBITDA may include, at Parent’s option, any Qualified Project EBITDA Adjustments as provided in the definition thereof.

1.4 Time.

All references to time herein shall be references to Eastern Standard Time or Eastern Daylight time, as the case may be, unless specified otherwise.

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SECTION 2.

LOANS

2.1 Revolving and Term Loans.

(a) Revolving Loans. Subject to the terms and conditions set forth herein, each Revolving Lender severally agrees to make revolving loans to the Borrower in Dollars, at any time and from time to time, during the period from the Effective Date to the Revolver Maturity Date (each a “Revolving Loan” and collectively the “Revolving Loans”); provided, however, that (a) the sum of the aggregate amount of Revolving Loans outstanding plus the aggregate amount of Swingline Loans outstanding plus the aggregate amount of LOC Obligations outstanding shall not exceed the Revolving Committed Amount and (b) with respect to each individual Revolving Lender, such Revolving Lender’s pro rata share of outstanding Revolving Loans plus such Revolving Lender’s pro rata share of outstanding LOC Obligations plus its pro rata share of Swingline Loans shall not exceed such Revolving Lender’s Commitment Percentage of the Revolving Committed Amount. Subject to the terms of this Credit Agreement, the Borrower may borrow, repay and reborrow Revolving Loans. Revolving Loans may consist of Base Rate Loans or Eurodollar Loans as further provided herein; provided that any Revolving Loans made on the Closing Date shall be Base Rate Loans unless the Borrower delivers to the Agent a funding indemnity letter acceptable to the Agent. Unless earlier terminated pursuant to other provisions of this Credit Agreement, the Commitments hereunder with respect to Revolving Loans shall terminate on the Revolver Maturity Date.

(b) Term Loans.

(i) Term Loan A2. Subject to the terms and conditions set forth herein, each applicable Lender severally agrees to make available to the Borrower on each Term Loan A2 Funding Date, in accordance with Section 2.3(b), such Lender’s applicable Commitment Percentage of a term loan in Dollars (the “Term Loan A2”) in the aggregate principal amount after giving effect to all Term Loan A2 borrowings of up to **ONE HUNDRED MILLION DOLLARS (\$100,000,000)** (the “Term Loan A2 Committed Amount”) for the purposes hereinafter set forth. Amounts repaid on the Term Loan A2 may not be reborrowed. The Term Loan A2 may consist of Base Rate Loans or Eurodollar Loans as further provided herein; provided that any borrowings of the Term Loan A2 on the Closing Date shall be Base Rate Loans. The unused commitments of the Lenders with respect to the Term Loan A2 shall expire on the Term Loan A2 Commitment Termination Date.

(ii) Term Loan A3. Subject to the terms and conditions set forth herein, each applicable Lender severally agrees to make available to the Borrower on each Term Loan A3 Funding Date, in accordance with Section 2.3(b), such Lender’s applicable Commitment Percentage of a term loan in Dollars (the “Term Loan A3”) in the aggregate principal amount after giving effect to all Term Loan A3 borrowings of up to **ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000)** (the “Term Loan A3 Committed Amount”) for the purposes hereinafter set forth. Amounts repaid on the Term Loan A3 may not be reborrowed. The Term Loan A3 may consist of Base Rate Loans or Eurodollar Loans as further provided herein; provided that any borrowings of the Term Loan A3 on the Closing Date shall be Base Rate Loans. The unused commitments of the Lenders with respect to the Term Loan A3 shall expire on the Term Loan A3 Commitment Termination Date.

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(iii) Other Term Loans. Prior to the Term Loan Maturity Date and with the consent of the Agent (such consent not to be unreasonably withheld), the Borrower shall have the right to request, from time to time, additional term loans to be evidenced under this Credit Agreement; provided that (A) no Default or Event of Default shall exist at the time of such new term loan or after giving effect thereto, (B) no individual Lender shall be required to participate in any such term loan without its written consent, (C) the Credit Parties and the Lenders providing any such term loan shall enter into an amendment to this Credit Agreement as is necessary to evidence (x) the making of such term loan and (y) the creation of any Cash Collateral Account and Account Control Agreement and the establishment of any required collateral amounts associated therewith (it being understood and agreed that, as set forth in Section 11.6, such amendment shall not require the consent of any Lender not providing such term loan), (D) Schedule 1.1 shall be amended to reflect the addition of the new term loan and the Lenders participating therein, (E) the Borrower shall execute and deliver such Term Note(s) as are requested by the Lenders providing commitments for such additional term loan, (F) the Borrower shall demonstrate to the satisfaction of the Agent that immediately after giving effect to such additional term loan, the Borrower is in compliance with Section 7.10 on a pro forma basis, (G) unless specifically set forth herein, the terms of such additional term loan shall be determined at the time such additional term loan is incurred and (H) after giving effect to such additional term loan, the total amount of Term Loans outstanding plus the Revolving Committed Amount at such time shall not exceed \$1,000,000,000.

Any such additional term loan, at the option of the Borrower, shall be provided by (x) one or more existing Lenders; provided that any existing Lender who provides a commitment for such term loan must consent in writing thereto and/or (y) one or more institutions that is not an existing Lender; provided that any such institution (1) must conform to the definition of Eligible Assignee, (2) must provide a commitment of at least \$5,000,000 unless otherwise agreed to by the Agent and the Borrower and (3) must become a Lender under this Credit Agreement by execution and delivery of an appropriate joinder agreement or of counterparts to this Credit Agreement in a manner acceptable to the Borrower and the Agent.

The Agent is authorized to enter into, on behalf of the Lenders, any amendment to this Credit Agreement or any other Credit Document as may be necessary to solely incorporate the terms of each such additional term loan therein.

(iv) Term Loans. As used herein, "Term Loans" shall mean a collective reference to the Term Loan A2, the Term Loan A3 and any additional term loans incurred pursuant to Section 2.1(b)(iii) above.

2.2 Letters of Credit

(a) Issuance; Terms. Subject to the terms and conditions hereof and of the LOC Documents, if any, and any other terms and conditions which an Issuing Lender may reasonably require (so long as such terms and conditions do not impose any financial obligation on or require any Lien (not otherwise contemplated by this Credit Agreement) to be given by the Borrower or conflict with any obligation of, or detract from any action which may be taken by the Borrower or its Subsidiaries under this Credit Agreement), the applicable Issuing Lender shall from time to time, upon request, issue in Dollars, and the Revolving Lenders shall participate in, letters of credit (the "Letters of Credit") for the account of the Borrower (or, subject to Section 2.2(f), the Parent or any of its Subsidiaries) from the Effective Date until the Revolver Maturity Date, in a form reasonably acceptable to such Issuing Lender; provided, however, that (i) the sum of the aggregate amount of LOC Obligations outstanding plus Revolving Loans outstanding plus Swingline Loans outstanding shall not exceed the Revolving Committed Amount and (ii) with respect to each individual Lender, such Lender's pro rata share of outstanding Revolving Loans plus its pro rata share of outstanding LOC Obligations plus its pro rata share of Swingline Loans shall not exceed such Lender's Commitment Percentage of the Revolving Committed Amount. The issuance and expiry date of each Letter of Credit shall be a Business Day. No Letter of Credit shall have an expiry date extending beyond the date that is five (5) Business Days before the Revolver Maturity Date. Each Letter of Credit shall be either (x) a standby letter of credit issued to support the obligations (including pension or insurance obligations), contingent or otherwise, of the Borrower, the Parent or any of its Subsidiaries or (y) a commercial letter of credit in respect of the purchase of goods or services by the Borrower, the Parent or any of its Subsidiaries in the ordinary course of business. Each Letter of Credit shall comply with the related LOC Documents. The Borrower's reimbursement obligations in respect of each Existing Letter of Credit, and each Lender's participation obligations in connection therewith, shall be governed by the terms of this Credit Agreement.

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(b) Notice and Reports. The request for the issuance of a Letter of Credit shall be submitted in writing to the applicable Issuing Lender at least three Business Days prior to the requested date of issuance. Such request shall specify the date such Letter of Credit is to be issued and describe the terms of such Letter of Credit and shall be accompanied by a completed application in form and substance satisfactory to such Issuing Lender. Each Issuing Lender will notify the Agent when a Letter of Credit is issued and the details with respect thereto and shall provide to the Agent and, upon written request, to the Lenders a detailed report specifying the Letters of Credit which are then issued and outstanding and any activity with respect thereto which may have occurred since the date of any prior report, and including therein, among other things, the account party, the beneficiary, the face amount, and the expiry date as well as any payments or expirations which may have occurred. Each Issuing Lender will further provide to the Agent, promptly upon request, copies of the Letters of Credit.

(c) Participations. Each Lender, (i) on the Closing Date with respect to each Existing Letter of Credit and (ii) upon issuance of any other Letter of Credit, shall be deemed to have purchased without recourse a risk participation from the applicable Issuing Lender in such Letter of Credit and the obligations arising thereunder and any collateral relating thereto, in each case in an amount equal to its Commitment Percentage of the obligations under such Letter of Credit, and shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and be obligated to pay to the applicable Issuing Lender therefor and discharge when due, its Commitment Percentage of the obligations arising under such Letter of Credit. Without limiting the scope and nature of each Lender's participation in any Letter of Credit, to the extent that the applicable Issuing Lender has not been reimbursed as required hereunder or under any such Letter of Credit, each such Lender shall pay to the applicable Issuing Lender its Commitment Percentage of such unreimbursed drawing in same day funds on the day of notification by the applicable Issuing Lender of an unreimbursed drawing pursuant to the provisions of subsection (d) hereof. The obligation of each Lender to so reimburse the applicable Issuing Lender shall be absolute and unconditional and shall not be affected by the occurrence of a Default, an Event of Default, the Revolver Maturity Date or any other occurrence or event. Any such reimbursement shall not relieve or otherwise impair the obligation of the Borrower to reimburse the applicable Issuing Lender under any Letter of Credit, together with interest as hereinafter provided.

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(d) Reimbursement. In the event of any request for a drawing or any drawing under any Letter of Credit, the applicable Issuing Lender will promptly notify the Borrower as to the amount to be paid as a result of such drawing and the date such payment is to be made by the applicable Issuing Lender (the "Payment Date"). If the Commitments with respect to Revolving Loans remain in effect on the Payment Date, the Borrower shall, unless the Borrower otherwise instructs the Agent by not less than one Business Day's prior notice, be deemed to have requested a Revolving Loan at the Base Rate in the amount of the drawing as provided in subsection (e) hereof, the proceeds of which will be used to satisfy the reimbursement obligations. The Borrower shall reimburse the applicable Issuing Lender on the Payment Date either with the proceeds of a Revolving Loan obtained hereunder or otherwise in same day funds as provided herein or in the LOC Documents. If the Borrower shall fail to reimburse the applicable Issuing Lender as provided hereinabove, the unreimbursed amount of such drawing shall bear interest at a per annum rate equal to the Base Rate plus two percent (2%). The Borrower's reimbursement obligations hereunder shall be absolute and unconditional under all circumstances irrespective of (but without waiver of) any rights of set-off, counterclaim or defense to payment that the applicable account party or the Borrower may claim or have against the Issuing Lenders, the Agent, the Lenders, the beneficiary of the Letter of Credit drawn upon or any other Person, including without limitation, any defense based on any failure of the applicable account party or the Borrower to receive consideration or the legality, validity, regularity or unenforceability of the Letter of Credit. The applicable Issuing Lender will promptly notify the Lenders of the amount of any unreimbursed drawing and each Lender shall promptly pay to the Agent for the account of the applicable Issuing Lender, in Dollars and in immediately available funds, the amount of such Lender's Commitment Percentage of such unreimbursed drawing. Such payment shall be made on the day such notice is received by such Lender from the applicable Issuing Lender if such notice is received at or before 2:00 p.m., otherwise such payment shall be made at or before 12:00 Noon on the Business Day next succeeding the day such notice is received. If such Lender does not pay such amount to the applicable Issuing Lender in full upon such request, such Lender shall, on demand, pay to the Agent for the account of the applicable Issuing Lender interest on the unpaid amount during the period from the date the Lender received the notice regarding the unreimbursed drawing until such Lender pays such amount to the applicable Issuing Lender in full at a rate per annum equal to, if paid within two Business Days of the date of drawing, the Federal Funds Rate and thereafter at a rate equal to the Base Rate. Each Lender's obligation to make such payment to the applicable Issuing Lender, and the right of the applicable Issuing Lender to receive the same, shall be absolute and unconditional, shall not be affected by any circumstance whatsoever and without regard to the termination of this Credit Agreement or the Commitments with respect to Revolving Loans hereunder, the existence of a Default or Event of Default or the acceleration of the obligations hereunder and shall be made without any offset, abatement, withholding or reduction whatsoever. Simultaneously with the making of each such payment by a Lender to the applicable Issuing Lender, such Lender shall, automatically and without any further action on the part of the applicable Issuing Lender or such Lender, acquire a participation in an amount equal to such payment (excluding the portion of such payment constituting interest owing to the applicable Issuing Lender) in the related unreimbursed drawing portion of the LOC Obligation and in the interest thereon and in the related LOC Documents, and shall have a claim against the Borrower with respect thereto.

(e) Repayment with Revolving Loans. On any day on which the Borrower shall have requested, or been deemed to have requested, a Revolving Loan borrowing to reimburse a drawing under a Letter of Credit, the Agent shall give notice to the Lenders that a Revolving Loan has been requested or deemed requested in connection with a drawing under a Letter of Credit, in which case a Revolving Loan borrowing comprised solely of Base Rate Loans (each such borrowing, a "Mandatory Borrowing") shall be immediately made from all Lenders (without giving effect to any termination of the Commitments pursuant to Section 9.2 or otherwise) pro rata based on each Lender's respective Commitment Percentage and the proceeds thereof shall be paid directly to the applicable Issuing Lender for application to the respective LOC Obligations. Each such Lender hereby irrevocably agrees to make such Revolving Loans immediately upon any such request or deemed request on account of each such Mandatory Borrowing in the amount and in the manner specified in the preceding sentence and on the same such date notwithstanding (i) the amount of Mandatory Borrowing may not comply with the minimum amount for borrowings of Revolving Loans otherwise required hereunder, (ii) whether any conditions specified in Section 5.2 are then satisfied, (iii) whether a Default or Event of Default then exists, (iv) failure of any such request or deemed request for Revolving Loans to be made by the time otherwise required hereunder or (v) any reduction in the Revolving Committed Amount. In the event that any Mandatory Borrowing cannot be made on the date otherwise required above, whether because the Commitments have terminated or for any other reason (including, without limitation, as a result of the commencement of a proceeding under the Bankruptcy Code with respect to the Borrower), then each such Lender hereby agrees that it shall forthwith fund (as of the date the Mandatory Borrowing would otherwise have occurred, but adjusted for any payments received from the Borrower on or after such date and prior to such purchase) its Participation Interest in the outstanding LOC Obligations; provided, that in the event any Lender shall fail to fund its Participation Interest on the day it is required to do so, then the amount of such Lender's unfunded Participation Interest therein shall bear interest payable to the applicable Issuing Lender upon demand, at the rate equal to, if paid within two Business Days of such date, the Federal Funds Rate, and thereafter at a rate equal to the Base Rate.

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(f) Designation of Subsidiaries as Account Parties. Notwithstanding anything to the contrary set forth in this Credit Agreement, a Letter of Credit issued hereunder may contain a statement to the effect that such Letter of Credit is issued for the account of the Parent or any of its Subsidiaries; provided, that notwithstanding such statement, the Borrower shall be the actual account party for all purposes of this Credit Agreement for such Letter of Credit and such statement shall not affect the Borrower's reimbursement obligations hereunder with respect to such Letter of Credit.

(g) Modification and Extension. Except for non-substantive amendments to any Letter of Credit for the purpose of correcting errors or ambiguities or to allow for administrative convenience (which amendments each Issuing Bank may make in its discretion with the consent of the Borrower), the amendment, modification, supplement, extension or renewal of any Letter of Credit shall be deemed to be an issuance of such Letter of Credit. If any Letter of Credit contains a provision pursuant to which it is deemed to be automatically renewed unless notice of termination is given by the applicable Issuing Lender, such Issuing Lender shall timely give notice of termination if (i) as of close of business on the seventeenth day prior to the last day upon which such Issuing Lender's notice of termination may be given to the beneficiaries of such Letter of Credit, such Issuing Lender has received a notice of termination from the Borrower or a notice from the Agent that the conditions to issuance of such Letter of Credit have not been satisfied or (ii) the renewed Letter of Credit would have a term not permitted by subsection (a) above.

(h) Uniform Customs and Practices. An Issuing Lender may have the Letters of Credit be subject to The Uniform Customs and Practice for Documentary Credits (the "UCP") or the International Standby Practices 1998 (the "ISP98"), in either case as published as of the date of issue by the International Chamber of Commerce, in which case the UCP or ISP98, as applicable, may be incorporated therein and deemed in all respects to be a part thereof.

(i) Responsibility of Issuing Lenders. It is expressly understood and agreed that the obligations of each Issuing Lender hereunder to the Lenders are only those expressly set forth in this Credit Agreement and that each Issuing Lender shall be entitled to assume that the conditions precedent set forth in Section 5.2 have been satisfied unless it shall have acquired actual knowledge that any such condition precedent has not been satisfied; provided, however, that nothing set forth in this Section 2.2 shall be deemed to prejudice the right of any Lender to recover from an Issuing Lender any amounts made available by such Lender to such Issuing Lender pursuant to this Section 2.2 in the event that it is determined by a court of competent jurisdiction that the payment with respect to a Letter of Credit constituted gross negligence or willful misconduct on the part of such Issuing Lender.

(j) Conflict with LOC Documents. In the event of any conflict between this Credit Agreement and any LOC Document (including any letter of credit application and any LOC Documents relating to the Existing Letters of Credit), this Credit Agreement shall govern.

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(k) Indemnification of Issuing Lenders.

(i) In addition to its other obligations under this Credit Agreement, the Borrower hereby agrees to protect, indemnify, pay and save the Issuing Lenders harmless from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including reasonable attorneys' fees) that the Issuing Lenders may incur or be subject to as a consequence, direct or indirect, of (A) the issuance of any Letter of Credit or (B) the failure of an Issuing Lender to honor a drawing under a Letter of Credit as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority (all such acts or omissions, herein called "Government Acts").

(ii) As between the Borrower and the Issuing Lenders, the Borrower shall assume all risks of the acts, omissions or misuse of any Letter of Credit by the beneficiary thereof. The Issuing Lenders shall not be responsible for: (A) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (B) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason; (C) failure of the beneficiary of a Letter of Credit to comply fully with conditions required in order to draw upon a Letter of Credit; (D) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (E) errors in interpretation of technical terms; (F) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under a Letter of Credit or of the proceeds thereof; and (G) any consequences arising from causes beyond the control of an Issuing Lender, including, without limitation, any Government Acts. None of the above shall affect, impair, or prevent the vesting of an Issuing Lender's rights or powers hereunder.

(iii) In furtherance and extension and not in limitation of the specific provisions hereinabove set forth, any action taken or omitted by an Issuing Lender, under or in connection with any Letter of Credit or the related certificates, if taken or omitted in good faith, shall not put such Issuing Lender under any resulting liability to the Borrower. It is the intention of the parties that this Credit Agreement shall be construed and applied to protect and indemnify the Issuing Lenders against any and all risks involved in the issuance of the Letters of Credit, all of which risks are hereby assumed by the Borrower, including, without limitation, any and all risks of the acts or omissions, whether rightful or wrongful, of any present or future Government Acts. An Issuing Lender shall not, in any way, be liable for any failure by such Issuing Lender or anyone else to pay any drawing under any Letter of Credit as a result of any Government Acts or any other cause beyond the control of such Issuing Lender.

(iv) Nothing in this subsection (k) is intended to limit the reimbursement obligation of the Borrower contained in this Section 2.2. The obligations of the Borrower under this subsection (k) shall survive the termination of this Credit Agreement. No act or omission of any current or prior beneficiary of a Letter of Credit shall in any way affect or impair the rights of an Issuing Lender to enforce any right, power or benefit under this Credit Agreement.

(v) Notwithstanding anything to the contrary contained in this subsection (k) or any of the Credit Documents, the Borrower shall have no obligation to indemnify an Issuing Lender in respect of any liability incurred by such Issuing Lender arising solely out of the gross negligence or willful misconduct of such Issuing Lender, as determined by a court of competent jurisdiction. Nothing in this Credit Agreement shall relieve an Issuing Lender of any liability to the Borrower in respect of any action taken by such Issuing Lender which action constitutes gross negligence or willful misconduct of such Issuing Lender or a violation of the UCP, the ISP98 or Uniform Commercial Code (as applicable), as determined by a court of competent jurisdiction.

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2.3 Method of Borrowing for Revolving Loans and Term Loans.

(a) **Revolving Loans.** By no later than 11:00 a.m. (a) on the date of the requested borrowing of Revolving Loans (other than Swingline Loans) that will be Base Rate Loans or (b) three Business Days prior to the date of the requested borrowing of Loans that will be Eurodollar Loans, the Borrower shall submit a written Notice of Borrowing in the form of Exhibit 2.3 to the Agent setting forth (i) the amount requested, (ii) whether such Revolving Loans shall accrue interest at the Adjusted Base Rate or the Adjusted Eurodollar Rate, (iii) with respect to Revolving Loans that will be Eurodollar Loans, the Interest Period applicable thereto and (iv) certification that the Borrower has complied in all respects with Section 5.2.

(b) **Term Loans.** By no later than 11:00 a.m. (a) on the date of the requested borrowing of the applicable Term Loans that will be Base Rate Loans or (b) three Business Days prior to the date of the requested borrowing of the applicable Term Loans that will be Eurodollar Loans, the Borrower shall submit a written Notice of Borrowing in the form of Exhibit 2.3 to the Agent setting forth (i) the amount requested, (ii) whether such Term Loans shall accrue interest at the Adjusted Base Rate or the Adjusted Eurodollar Rate, (iii) with respect to Term Loans that will be Eurodollar Loans, the Interest Period applicable thereto and (iv) certification that the Borrower has complied in all respects with Section 5.2.

2.4 Funding of Revolving Loans and Term Loans.

Upon receipt of a Notice of Borrowing, the Agent shall promptly inform the applicable Lenders as to the terms thereof. Each such Lender shall make its Commitment Percentage of the requested Revolving Loans or Term Loans, as applicable, available to the Agent by 2:00 p.m. on the date specified in the Notice of Borrowing by deposit, in Dollars, of immediately available funds at the Agency Services Address. The amount of the requested Loans will then be made available to the Borrower by the Agent by crediting the account of the Borrower on the books of such office of the Agent, to the extent the amount of such Loans are made available to the Agent.

No Lender shall be responsible for the failure or delay by any other Lender in its obligation to make Loans under this Section 2.4; provided, however, that the failure of any Lender to fulfill its obligations hereunder shall not relieve any other Lender of its obligations hereunder. Unless the Agent shall have been notified by any Lender prior to the time of any such Loan that such Lender does not intend to make available to the Agent its portion of the Loans to be made on such date, the Agent may assume that such Lender has made such amount available to the Agent on the date of such Loans, and the Agent in reliance upon such assumption, may (in its sole discretion but without any obligation to do so) make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Agent, the Agent shall be able to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Agent's demand therefor, the Agent will promptly notify the Borrower and the Borrower shall immediately pay such corresponding amount within two Business Days to the Agent. The Agent shall also be entitled to recover from the Lender or the Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Agent to the Borrower to the date such corresponding amount is recovered by the Agent at a per annum rate equal to (a) from the Borrower at the applicable rate for such Loan pursuant to the Notice of Borrowing and (b) from a Lender at the Federal Funds Rate.

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2.5 Continuations and Conversions.

The Borrower shall have the option (subject to the limitations set forth below), on any Business Day, to continue existing Eurodollar Loans for a subsequent Interest Period, to convert Base Rate Loans into Eurodollar Loans or to convert Eurodollar Loans into Base Rate Loans; provided, however, that (a) each such continuation or conversion must be requested by the Borrower pursuant to a written Notice of Continuation/Conversion, in the form of Exhibit 2.5, in compliance with the terms set forth below, (b) if a Eurodollar Loan is continued or converted into a Base Rate Loan on any day other than the last day of the Interest Period applicable thereto, then the Borrower shall be subject to the provisions set forth in Section 4.3, (c) Eurodollar Loans may not be continued nor may Base Rate Loans be converted into Eurodollar Loans during the existence and continuation of a Default or Event of Default and (d) any request to extend a Eurodollar Loan that fails to comply with the terms hereof or any failure to request an extension of a Eurodollar Loan at the end of an Interest Period shall constitute a conversion to a Base Rate Loan on the last day of the applicable Interest Period. Each continuation or conversion must be requested by the Borrower no later than 11:00 a.m. (i) on the date for a requested conversion of a Eurodollar Loan to a Base Rate Loan or (ii) three Business Days prior to the date for a requested continuation of a Eurodollar Loan or conversion of a Base Rate Loan to a Eurodollar Loan, in each case pursuant to a written Notice of Continuation/Conversion submitted to the Agent which shall set forth (A) whether the Borrower wishes to continue or convert such Loans and (B) if the request is to continue a Eurodollar Loan or convert a Base Rate Loan to a Eurodollar Loan, the Interest Period applicable thereto.

2.6 Minimum Amounts.

Each request for a Revolving Loan or a Term Loan or a conversion or continuation of a Loan hereunder shall be subject to the following requirements: (a) each Eurodollar Loan that is a Revolving Loan shall be in a minimum amount of \$10,000,000 (and in integral multiples of \$1,000,000 in excess thereof), (b) each Base Rate Loan that is a Revolving Loan shall be in a minimum amount of the lesser of \$10,000,000 (and in integral multiples of \$1,000,000 in excess thereof) or the remaining amount available to be borrowed, (c) any Term Loan shall be in a minimum amount of the lesser of \$10,000,000 or the remaining amount available to be borrowed, and (d) no more than ten Eurodollar Loans shall be outstanding hereunder at any one time. For the purposes of this Section, all Eurodollar Loans with the same Interest Periods that begin and end on the same date shall be considered as one Eurodollar Loan, but Eurodollar Loans with different Interest Periods, even if they begin on the same date, shall be considered separate Eurodollar Loans.

2.7 Reductions of Revolving Committed Amount.

Upon at least five (5) Business Days' notice, the Borrower shall have the right to permanently terminate or reduce the aggregate unused amount of the Revolving Committed Amount at any time or from time to time; provided, that (a) each partial reduction shall be in an aggregate amount at least equal to \$10,000,000 and in integral multiples of \$1,000,000 above such amount, (b) no reduction shall be made which would reduce the Revolving Committed Amount to an amount less than the aggregate amount of the then outstanding Revolving Loans plus the aggregate amount of the then outstanding LOC Obligations plus the aggregate amount of then outstanding Swingline Loans. Any reduction in (or termination of) the Revolving Committed Amount shall be permanent and may not be reinstated.

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2.8 Swingline Loans.

(a) Swingline Commitment. Subject to the terms and conditions herein, the Swingline Lender, in its individual capacity, agrees to make loans to the Borrower in Dollars, at any time and from time to time, during the period from the Effective Date to the Revolver Maturity Date (each a “Swingline Loan” and collectively, the “Swingline Loans”); provided, however, that (a) the sum of the aggregate amount of Swingline Loans outstanding plus Revolving Loans outstanding plus LOC Obligations outstanding shall not exceed the Revolving Committed Amount and (b) the aggregate amount of Swingline Loans outstanding at any one time shall not exceed the Swingline Committed Amount. Subject to the terms and conditions of the Credit Agreement, the Borrower may borrow, repay and reborrow Swingline Loans.

(b) Notice of Borrowing and Funding. By no later than 1:00 p.m. on the date of the requested borrowing of Swingline Loans, the Borrower shall submit a written Notice of Borrowing in the form of Exhibit 2.3 to the Agent setting forth (i) the amount requested, (ii) certification that the Borrower has complied in all respects with Section 5.2 and (iii) whether such Swingline Loans shall be Base Rate Loans or LIBOR Market Index Rate Loans. Swingline Loan borrowings shall be made in minimum amounts of \$500,000 and in integral amounts of \$100,000 in excess thereof. The amount of the requested Swingline Loans will then be made available to the Borrower by the Swingline Lender by crediting the account of the Borrower on the books of such office of the Agent.

(c) Repayment of Swingline Loans. Each Swingline Loan borrowing that is a Base Rate Loan shall be due and payable on the Revolver Maturity Date. Each Swingline Loan borrowing that is a LIBOR Market Index Rate Loan shall be due and payable on the earlier of (A) the Revolver Maturity Date and (B) fourteen days after the date such Swingline Loan is made. Swingline Loans that are LIBOR Market Index Rate Loans may not be refinanced with the proceeds of Swingline Loans that are LIBOR Market Index Rate Loans. The Swingline Lender may, at any time, in its sole discretion, by written notice to the Borrower, demand repayment of its Swingline Loans by way of a Revolving Loan borrowing, in which case the Borrower shall be deemed to have requested a Revolving Loan borrowing comprised entirely of Base Rate Loans in the amount of such Swingline Loans; provided, however, that, in the following circumstances, any such demand shall also be deemed to have been given one (1) Business Day prior to each of (i) the Revolver Maturity Date, (ii) the occurrence of any Event of Default described in Section 9.1(e), (iii) upon acceleration of the Obligations hereunder, whether on account of an Event of Default described in Section 9.1(e) or any other Event of Default, (iv) the exercise of remedies in accordance with the provisions of Section 9.2 hereof and (v) with respect to any LIBOR Market Index Rate Loan, the fourteenth day after the making of such Loan to the extent such Loan is not repaid sooner (each such Revolving Loan borrowing made on account of any such deemed request therefor as provided herein being hereinafter referred to as a “Mandatory Swingline Borrowing”). Each Lender hereby irrevocably agrees to make such Revolving Loans on the day such notice is received by the Lenders from the Agent if such notice is received at or before 2:00 p.m., otherwise such payment shall be made at or before 12:00 noon on the Business Day next succeeding the day such notice is received, in the amount and in the manner specified in the preceding sentence notwithstanding (A) the amount of the Mandatory Swingline Borrowing may not comply with the minimum amount for borrowings of Revolving Loans otherwise required hereunder, (B) whether any conditions specified in Section 5.2 are then satisfied, (C) whether a Default or an Event of Default then exists, (D) failure of any such request or deemed request for Revolving Loans to be made by the time otherwise required in Section 2.3, (E) the date of such Mandatory Swingline Borrowing, or (F) any reduction in the Revolving Committed Amount or termination of the Commitments with respect to Revolving Loans immediately prior to such Mandatory Swingline Borrowing or contemporaneously therewith. In the event that any Mandatory Swingline Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the commencement of a proceeding under the Bankruptcy Code), then each Lender hereby agrees that it shall forthwith purchase (as of the date the Mandatory Swingline Borrowing would otherwise have occurred, but adjusted for any payments received from the Borrower on or after such date and prior to such purchase) from the Swingline Lender such Participation Interests in the outstanding Swingline Loans as shall be necessary to cause each such Lender to share in such Swingline Loans ratably based upon its respective Commitment Percentage (determined before giving effect to any termination of the Commitments pursuant to Section 9.2); provided that (x) all interest payable on the Swingline Loans shall be for the account of the Swingline Lender until the date as of which the respective Participation Interests is purchased, and (y) at the time any purchase of Participation Interests pursuant to this sentence is actually made, the purchasing Revolving Lender shall be required to pay to the Swingline Lender interest on the principal amount of such Participation Interests purchased for each day from and including the day upon which the Mandatory Swingline Borrowing would otherwise have occurred to but excluding the date of payment for such participation, at the rate equal to, if paid within two (2) Business Days of the date of the Mandatory Swingline Borrowing, the Federal Funds Effective Rate, and thereafter at a rate equal to the Base Rate.

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2.9 Notes.

(a) The Revolving Loans made by a Lender, upon request of such Lender, shall be evidenced by a duly executed promissory note of the Borrower payable to such Lender in substantially the form of Exhibit 2.9(a) (the “Revolving Notes”).

(b) The Term Loans made by a Lender, upon request of such Lender, shall be evidenced by a duly executed promissory note of the Borrower payable to such Lender in substantially the form of Exhibit 2.9(b) (the “Term Loan Notes”).

(c) The Swingline Loans made by the Swingline Lender, upon request of the Swingline Lender, shall be evidenced by a promissory note of the Borrower payable to the Swingline Lender in substantially the form of Exhibit 2.9(c) (the “Swingline Loan Note”).

2.10 Increases in Revolving Committed Amount.

(a) Requested Increases. The Borrower shall have the right, prior to the Revolver Maturity Date and with the consent of the Agent and the Issuing Lenders (such consent not to be unreasonably withheld), from time to time during the term of this Credit Agreement, and subject to the terms and conditions set forth below, to increase the aggregate amount of the Revolving Committed Amount; provided that (i) no Default or Event of Default shall exist at the time of the request or the proposed increase in the Revolving Committed Amount; (ii) such increase must be in a minimum amount of \$10,000,000 and in integral multiples of \$1,000,000 above such amount, (iii) the Revolving Committed Amount shall not be increased pursuant to this Section 2.10(a) to an amount that, when added to the total amount of Term Loans outstanding on the effective date of such increase, would be greater than ONE BILLION DOLLARS (\$1,000,000,000), (iv) no individual Lender’s Commitment may be increased without such Lender’s written consent, (v) the Borrower shall execute and deliver such Revolving Note(s) as are necessary to reflect the increase in the Revolving Committed Amount, (vi) Schedule 1.1 shall be amended to reflect the revised Revolving Committed Amount and revised Commitments and Commitment Percentages of the Lenders and (vii) if any Revolving Loans are outstanding at the time of an increase in the Revolving Committed Amount, the Borrower will prepay (provided that any such prepayment shall be subject to Section 4.3) one or more existing Revolving Loans in an amount necessary such that after giving effect to the increase in the Revolving Committed Amount each Lender will hold its Commitment Percentage (based on its share of the revised Revolving Committed Amount) of outstanding Revolving Loans.

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Any such increase in the Revolving Committed Amount shall apply, at the option of the Borrower, to (x) the Commitment with respect to Revolving Loans of one or more existing Lenders; provided that any Lender whose Commitment is being increased must consent in writing thereto and/or (y) the creation of a new Commitment with respect to Revolving Loans to one or more institutions that is not an existing Lender; provided that any such institution (A) must conform to the definition of Eligible Assignee, (B) must have a Commitment with respect to Revolving Loans of at least \$10,000,000 unless otherwise agreed to by the Agent and the Borrower and (C) must become a Lender under this Credit Agreement by execution and delivery of an appropriate joinder agreement or of counterparts to this Credit Agreement in a manner acceptable to the Borrower and the Agent.

(b) Automatic Increases. The Revolving Committed Amount shall be automatically increased from time to time in accordance with Section 3.2(a)(iii). The Commitments for any such increase shall be provided pro rata by the Lenders under the applicable Term Loan, the prepayment of which gave rise to such increase pursuant to Section 3.2(a)(iii). Upon any such increase, (i) Schedule 1.1 shall be amended to reflect the revised Revolving Committed Amount and the revised Commitments of the Lenders providing the additional Commitments for such increase and (ii) the Borrower will prepay (provided that any such prepayment shall be subject to Section 4.3) one or more existing Revolving Loans in an amount necessary such that after giving effect to the increase in the Revolving Committed Amount each Lender will hold its Commitment Percentage (as revised due to the increase in the Revolving Committed Amount) of outstanding Revolving Loans.

2.11 Extension of Revolver Maturity Date.

(a) Requests for Extension. The Borrower may from time to time, during the term of this Credit Agreement, by notice to the Agent (who shall promptly notify the Lenders) not earlier than 60 days and not later than 30 days prior to any anniversary of the Closing Date that occurs prior to the Revolver Maturity Date, request on more than one occasion that each Revolving Lender consent to extend the Revolver Maturity Date for an additional one year from the Revolver Maturity Date then in effect hereunder (the "Existing Maturity Date").

(b) Lender Elections to Extend. Each Revolving Lender, acting in its sole and individual discretion, shall, by notice to the Agent given not later than the date (the "Notice Date") that is 15 days prior to the applicable anniversary of the Closing Date, advise the Agent whether or not such Revolving Lender agrees to such extension (and each Revolving Lender that determines not to so extend its Revolver Maturity Date (a "Non-Extending Lender") shall notify the Agent of such fact promptly after such determination (but in any event no later than the Notice Date) and any Revolving Lender that does not so advise the Agent on or before the Notice Date shall be deemed to be a Non-Extending Lender. The election of any Revolving Lender to agree to such extension shall not obligate any other Revolving Lender to so agree.

(c) Notification by Agent. The Agent shall notify the Borrower of each Revolving Lender's determination under this Section no later than the date 15 days prior to the applicable anniversary of the Closing Date (or, if such date is not a Business Day, on the next preceding Business Day).

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(d) Additional Commitment Lenders. The Borrower shall have the right on or before the applicable anniversary of the Closing Date to replace each Non-Extending Lender with one or more institutions (each, an “Additional Commitment Lender”) (i) that are existing Lenders (and, if any such Additional Commitment Lender is already a Lender, its Commitment with respect to Revolving Loans shall be in addition to such Lender’s Commitment hereunder on such date) or (ii) that are not existing Lenders; provided that any such institution (A) must conform to the definition of Eligible Assignee, (B) must be acceptable to the Agent (which approval shall not be unreasonably withheld or delayed) and (C) must become a Lender under this Credit Agreement by execution and delivery of an appropriate joinder agreement or of counterparts to this Credit Agreement in a manner acceptable to the Borrower and the Agent.

(e) Minimum Extension Requirement. If (and only if) the total of the Commitments with respect to Revolving Loans of the Revolving Lenders that have agreed so to extend the Revolver Maturity Date and the additional Commitments with respect to Revolving Loans of the Additional Commitment Lenders shall be at least 51% of the aggregate amount of the Revolving Committed Amount in effect immediately prior to the applicable anniversary of the Closing Date, then, effective as of the applicable anniversary of the Closing Date, the Revolver Maturity Date shall be extended to the date falling one year after the Existing Maturity Date (except that, if such date is not a Business Day, such Revolver Maturity Date as so extended shall be the next preceding Business Day) and each Additional Commitment Lender shall thereupon become a “Lender” for all purposes of this Agreement.

(f) Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, the extension of the Revolver Maturity Date pursuant to this Section shall not be effective unless:

(i) no Default or Event of Default shall have occurred and be continuing on the date of such extension and after giving effect thereto;

(ii) the representations and warranties contained in this Credit Agreement are true and correct on and as of the date of such extension and after giving effect thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date);

(iii) with respect to each Non-Extending Lender, on the Revolver Maturity Date (as in effect prior to such extension), the Borrower shall prepay (provided that any such prepayment shall be subject to Section 4.3) all Obligations owing to such Non-Extending Lender and the Revolving Committed Amount shall be reduced by an amount equal to such Non-Extending Lender’s Commitment with respect to Revolving Loans;

(iv) on the Revolver Maturity Date (as in effect prior to such extension), the Borrower shall prepay (provided that any such prepayment shall be subject to Section 4.3) one or more existing Revolving Loans in an amount necessary such that, after giving effect to the extension of the Revolver Maturity Date, each Lender will hold its pro rata share (based on its share of the revised Revolving Committed Amount) of outstanding Revolving Loans;

(v) on the Revolver Maturity Date (as in effect prior to such extension), the Borrower shall prepay (provided that any such prepayment shall be subject to Section 4.3) one or more existing Revolving Loans or cash collateralize Letters of Credit in an amount necessary such that, after giving effect to the extension of the Revolver Maturity Date, the aggregate amount of LOC Obligations outstanding plus Revolving Loans outstanding shall not exceed the Revolving Committed Amount; and

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(vi) since the date of the most recent annual audited financial statements delivered pursuant to Section 7.1(a), no event or condition shall have occurred on or before the date of such extension that would have or would be reasonably expected to have a Material Adverse Effect.

(g) Conflicting Provisions. This Section shall supersede any provisions in Section 3.3 to the contrary.

SECTION 3. PAYMENTS

3.1 Interest.

(a) Interest Rate.

(i) All Base Rate Loans and all Swingline Loans shall accrue interest at the Adjusted Base Rate.

(ii) All Eurodollar Loans shall accrue interest at the Adjusted Eurodollar Rate applicable to such Eurodollar Loan.

(iii) All LIBOR Market Index Rate Loans shall accrue interest at the Adjusted LIBOR Market Index Rate.

(b) Default Rate of Interest. Upon the occurrence, and during the continuation, of an Event of Default, all past due principal of and, to the extent permitted by law, past due interest on, the Loans and any other past due amounts owing hereunder or under the other Credit Documents shall bear interest, payable on demand, at a per annum rate equal to one percent (1%) plus the rate which would otherwise be applicable (or if no rate is applicable, then the rate for Loans that are Base Rate Loans plus one percent (1%) per annum).

(c) Interest Payments. Interest on Loans shall be due and payable in arrears on each Interest Payment Date.

3.2 Prepayments.

(a) Voluntary Prepayments. The Borrower shall have the right to prepay Loans in whole or in part from time to time without premium or penalty; provided, however, that (i) Eurodollar Loans may only be prepaid on three Business Days' prior written notice to the Agent and any prepayment of Eurodollar Loans will be subject to Section 4.3; (ii) each such partial prepayment of Revolving Loans shall be in the minimum principal amount of \$10,000,000 and each such partial prepayment of Term Loans shall be in the minimum principal amount of \$1,000,000; (iii) any voluntary prepayment of a Term Loan in connection with a Permitted Acquisition or capital expenditure shall cause the Revolving Committed Amount to be increased in the same dollar amount of such prepayment and shall be subject to Section 2.10(b); and (iv) any prepayment of the Term Loans shall be applied first to the Term Loan A2, second to the Term Loan A3 and thereafter to any additional term loans incurred pursuant to Section 2.1(b)(iii) hereof in the direct order in which such term loans were incurred. Any prepayments made under this Section 3.2(a) shall be applied first to LIBOR Market Index Rate Loans in the direct order such Loans were incurred, next to Base Rate Loans and then to Eurodollar Loans in direct order of Interest Period maturities and shall be subject to Section 4.3. The increase in the Revolving Committed Amount pursuant to this clause (a) may, upon request of the Borrower, occur concurrently with the prepayment of the Term Loans.

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(b) Mandatory Prepayments. If at any time the amount of Revolving Loans outstanding plus Swingline Loans outstanding plus the aggregate amount of LOC Obligations outstanding exceeds the Revolving Committed Amount, the Borrower shall immediately make a principal payment to the Agent in a manner and in an amount necessary to be in compliance with Sections 2.1(a), 2.2 and 2.8 and as directed by the Agent. All amounts required to be paid pursuant to this Section 3.2(b) shall be (A) applied first to Swingline Loans (first to LIBOR Market Index Rate Loans in the direct order such Loans were incurred and then to Base Rate Loans), then to Revolving Loans (first to Base Rate Loans and then to Eurodollar Loans in the direct order of Interest Period maturities) and then to a cash collateral account in respect of LOC Obligations and (B) subject to Section 4.3.

3.3 Payment of Loans in full at Maturity.

On the applicable Maturity Date, the entire outstanding principal balance of all applicable Loans, together with accrued but unpaid interest and all other sums owing under this Credit Agreement, shall be due and payable in full, unless accelerated sooner pursuant to Section 9.2.

3.4 Fees.

(a) Facility Fees. The Borrower shall pay to the Agent, for the pro rata benefit of the Lenders, a facility fee (the "Facility Fee") equal to the Applicable Margin for Facility Fees times the actual daily amount of Revolving Committed Amount (or, if the Commitments with respect to Revolving Loans have terminated, on the outstanding amount of all Revolving Loans, Swingline Loans and LOC Obligations), regardless of usage. The Facility Fee shall accrue at all times during the period beginning on the Effective Date and ending on the Revolver Maturity Date (and thereafter so long as any Revolving Loans, Swingline Loans or LOC Obligations remain outstanding), including at any time during which one or more of the conditions in Section 5.2 is not met, and shall be due and payable quarterly in arrears on the 15th day following the last day of each calendar quarter for the prior calendar quarter, commencing with the first such date to occur after the Closing Date, and on the Revolver Maturity Date (and, if applicable, thereafter on demand). The Facility Fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Margin for Facility Fees during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Margin for Facility Fees separately for each period during such quarter that such Applicable Margin for Facility Fees was in effect.

(b) Letter of Credit Fees.

(i) Letter of Credit Fees. In consideration of the issuance of Letters of Credit hereunder, the Borrower agrees to pay to the Agent, for the pro rata benefit of each Revolving Lender, a per annum fee equal to the Applicable Margin for Eurodollar Loans in effect from time to time on the aggregate stated amount for each Letter of Credit from the date of issuance to the date of expiration (the "Letter of Credit Fees"). The accrued Letter of Credit Fees shall be due and payable in arrears on the 15th day after the end of each calendar quarter of the Borrower (as well as on the Revolver Maturity Date) for the immediately preceding calendar quarter (or portion thereof), beginning with the first of such dates to occur after the Closing Date.

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(ii) Issuing Lender Fees. In addition to the Letter of Credit Fees payable pursuant to subsection (i) above, the Borrower shall pay to the applicable Issuing Lender for its own account, without sharing by the other Lenders, (A) if the applicable Issuing Lender is Wachovia Bank, National Association, a fee equal to one-eighth of one percent (.125%) per annum or (B) if the applicable Issuing Lender is any other Lender, such other rate as agreed to between such Issuing Lender and the Borrower, in each case on the total sum of all Letters of Credit issued by the applicable Issuing Lender and outstanding during the applicable period and (C) the customary charges from time to time to the applicable Issuing Lender for its services in connection with the issuance, amendment, payment, transfer, administration, cancellation and conversion of, and drawings under, such Letters of Credit (collectively, the "Issuing Lender Fees"). The accrued Issuing Lender Fees shall be due and payable in arrears on the 15th day following the last day of each calendar quarter of the Borrower (as well as on the Revolver Maturity Date) for the immediately preceding calendar quarter (or portion thereof), beginning with the first of such dates to occur after the Closing Date.

(c) Utilization Fees.

(i) If on any day the aggregate outstanding principal amount of all Revolving Loans, Swingline Loans and LOC Obligations exceeds the product of (A) fifty percent (50%) times (B) (1) the Revolving Committed Amount plus (2) the aggregate amount of Commitments and Loans outstanding under the Term Loans, the Borrower agrees to pay to the Agent, for the pro rata benefit of each Revolving Lender, a per annum fee equal to Applicable Margin for Utilization Fees multiplied by the Utilized Revolving Loan Commitment (the "Utilization Fees").

(ii) The accrued Utilization Fees shall be due and payable in arrears on the 15th day following the last day of each calendar quarter of the Borrower for the immediately preceding calendar quarter (or portion thereof), beginning with the first of such dates to occur after the Closing Date.

(d) Administrative Fee. The Borrower agrees to pay to the Agent the annual administrative fee as described in the Fee Letter.

(e) Commitment Fees.

(i) The Borrower shall pay to the Agent, for the pro rata benefit of the applicable Lenders, a commitment fee (the "Term Loan A2 Commitment Fee") in an amount equal to 0.05% per annum on (A) the Term Loan A2 Committed Amount minus (B) the aggregate amount of the outstanding borrowings under the Term Loan A2 (computed on the basis of the actual number of days elapsed over a 360-day year). The Term Loan A2 Commitment Fee shall accrue from September 30, 2007 to, and shall be payable in full to the Agent on, the earliest to occur of (1) the Term Loan A2 Commitment Termination Date, (2) the second Term Loan A2 Funding Date, (3) the date upon which the full amount of the Term Loan A2 has been drawn or (4) any other date upon which the commitments of the Lenders to make loans under the Term Loan A2 expire or terminate, regardless of whether any drawing has occurred thereunder.

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(ii) The Borrower shall pay to the Agent, for the pro rata benefit of the applicable Lenders, a commitment fee (the "Term Loan A3 Commitment Fee") in an amount equal to 0.05% per annum on (A) the Term Loan A3 Committed Amount minus (B) the aggregate amount of the outstanding borrowings under the Term Loan A3 (computed on the basis of the actual number of days elapsed over a 360-day year). The Term Loan A3 Commitment Fee shall accrue from September 30, 2007 to, and shall be payable in full to the Agent on, the earliest to occur of (1) the Term Loan A3 Commitment Termination Date, (2) the second Term Loan A3 Funding Date, (3) the date upon which the full amount of the Term Loan A3 has been drawn or (4) any other date upon which the commitments of the Lenders to make the loans under the Term Loan A3 expire or terminate, regardless of whether any drawing has occurred thereunder.

3.5 Place and Manner of Payments.

All payments of principal, interest, fees, expenses and other amounts to be made by the Borrower under this Credit Agreement shall be made without setoff, deduction or counterclaim and received not later than 2:00 p.m. on the date when due in Dollars and in immediately available funds by the Agent at the Agency Services Address. The Borrower shall, at the time it makes any payment under this Credit Agreement, specify to the Agent the Loans, Letters of Credit, fees or other amounts payable by the Borrower hereunder to which such payment is to be applied (and in the event that it fails to specify, or if such application would be inconsistent with the terms hereof, the Agent shall distribute such payment to the Lenders in such manner as it reasonably determines in its sole discretion). The Agent will distribute such payments to the applicable Lenders on the same Business Day if any such payment is received prior to 2:00 p.m.; otherwise the Agent will distribute each payment to the applicable Lenders prior to 12:00 noon on the next succeeding Business Day. Whenever any payment hereunder shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day (subject to accrual of interest and fees for the period of such extension), except that in the case of Eurodollar Loans, if the extension would cause the payment to be made in the next following calendar month, then such payment shall be made on the next preceding Business Day.

3.6 Pro Rata Treatment.

(a) Loans/Fees. Except to the extent otherwise provided herein, all borrowing of Revolving Loans (including each Mandatory Borrowing) and Term Loans, each payment or prepayment of principal of any Revolving Loan or Term Loan, each payment of interest on the Revolving Loans or Term Loans, each payment of Facility Fees and Utilization Fees, each payment of Letter of Credit Fees, each reduction of the Revolving Committed Amount and each conversion or continuation of any Revolving Loan or Term Loan, shall be allocated pro rata among the Lenders in accordance with their respective Commitment Percentages; provided, that, if any Lender shall have failed to pay its applicable pro rata share of any Loan, then any amount to which such Lender would otherwise be entitled pursuant to this Section 3.6 shall instead be payable to the Agent until the share of such Loan not funded by such Lender has been repaid and any interest owed by such Lender as result of such failure to fund has been paid; and provided, further, that in the event any amount paid to any Lender pursuant to this Section 3.6 is rescinded or must otherwise be returned by the Agent, each Lender shall, upon the written request of the Agent, repay to the Agent the amount so paid to such Lender, with interest for the period commencing on the date such payment is returned by the Agent until the date the Agent receives such repayment at a rate per annum equal to, during the period to but excluding the date two Business Days after such request, the Federal Funds Rate, and thereafter, the Base Rate plus one percent (1%) per annum.

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(b) Letters of Credit. Each payment of unreimbursed drawings in respect of LOC Obligations shall be allocated to each Lender pro rata in accordance with its Commitment Percentage; provided, that, if any Lender shall have failed to pay its applicable pro rata share of any drawing under any Letter of Credit, then any amount to which such Lender would otherwise be entitled pursuant to this subsection (b) shall instead be payable to the applicable Issuing Lender; provided, further, that in the event any amount paid to any Lender pursuant to this subsection (b) is rescinded or must otherwise be returned by the applicable Issuing Lender, each Lender shall, upon the written request of the applicable Issuing Lender, repay to the Agent for the account of the applicable Issuing Lender the amount so paid to such Lender, with interest for the period commencing on the date such payment is returned by the applicable Issuing Lender until the date the applicable Issuing Lender receives such repayment at a rate per annum equal to, during the period to but excluding the date two Business Days after such request, the Federal Funds Rate, and thereafter, the Base Rate plus one percent (1%) per annum.

3.7 Computations of Interest and Fees.

(a) Except for Base Rate Loans that are based upon the Prime Rate, on which interest shall be computed on the basis of a 365 or 366 day year as the case may be, all computations of interest and fees hereunder shall be made on the basis of the actual number of days elapsed over a year of 360 days.

(b) It is the intent of the Lenders and the Credit Parties to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between the Lenders and the Credit Parties are hereby limited by the provisions of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment or acceleration of the maturity of any obligation), shall the interest taken, reserved, contracted for, charged, or received under this Credit Agreement, under the Notes or otherwise, exceed the maximum nonusurious amount permissible under applicable law. If, from any possible construction of any of the Credit Documents or any other document, interest would otherwise be payable in excess of the maximum nonusurious amount, any such construction shall be subject to the provisions of this paragraph and interest owing pursuant to such documents shall be automatically reduced to the maximum nonusurious amount permitted under applicable law, without the necessity of execution of any amendment or new document. If any Lender shall ever receive anything of value which is characterized as interest on the Loans under applicable law and which would, apart from this provision, be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Loans and not to the payment of interest, or refunded to a Credit Party or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal amount of the Loans. The right to demand payment of the Loans or any other indebtedness evidenced by any of the Credit Documents does not include the right to receive any interest which has not otherwise accrued on the date of such demand, and the Lenders do not intend to charge or receive any unearned interest in the event of such demand. All interest paid or agreed to be paid to the Lenders with respect to the Loans shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of the Loans so that the amount of interest on account of such indebtedness does not exceed the maximum nonusurious amount permitted by applicable law.

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3.8 Sharing of Payments.

Each Lender agrees that, in the event that any Lender shall obtain payment in respect of any Loan, any unreimbursed drawing with respect to any LOC Obligations or any other obligation owing to such Lender under this Credit Agreement through the exercise of a right of set-off, banker's lien, counterclaim or otherwise (including, but not limited to, pursuant to the Bankruptcy Code) in excess of its pro rata share as provided for in this Credit Agreement, such Lender shall promptly purchase from the other Lenders a participation in such Loans, LOC Obligations and other obligations, in such amounts and with such other adjustments from time to time, as shall be equitable in order that all Lenders share such payment in accordance with their respective ratable shares as provided for in this Credit Agreement. Each Lender further agrees that if a payment to a Lender (which is obtained by such Lender through the exercise of a right of set-off, banker's lien, counterclaim or otherwise) shall be rescinded or must otherwise be restored, each Lender which shall have shared the benefit of such payment shall, by repurchase of a participation theretofore sold, return its share of that benefit to each Lender whose payment shall have been rescinded or otherwise restored. The Borrower agrees that any Lender so purchasing such a participation may, to the fullest extent permitted by law, exercise all rights of payment, including set-off, banker's lien or counterclaim, with respect to such participation as fully as if such Lender were a holder of such Loan or other obligation in the amount of such participation. Except as otherwise expressly provided in this Credit Agreement, if any Lender shall fail to remit to the Agent or any other Lender an amount payable by such Lender to the Agent or such other Lender pursuant to this Credit Agreement on the date when such amount is due, such payments shall accrue interest thereon, for each day from the date such amount is due until the day such amount is paid to the Agent or such other Lender, at a rate per annum equal to the Federal Funds Rate. If under any applicable bankruptcy, insolvency or other similar law, any Lender receives a secured claim in lieu of a setoff to which this Section 3.8 applies, such Lender shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders under this Section 3.8 to share in the benefits of any recovery on such secured claim.

3.9 Evidence of Debt.

(a) Each Lender shall maintain an account or accounts evidencing each Loan made by such Lender to the Borrower from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Credit Agreement. Each Lender will make reasonable efforts to maintain the accuracy of its account or accounts and to promptly update its account or accounts from time to time, as necessary.

(b) The Agent shall maintain the Register pursuant to Section 11.3(c), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount, type and Interest Period of each such Loan hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable to each Lender hereunder and (iii) the amount of any sum received by the Agent hereunder from or for the account of the Borrower and each Lender's share thereof. The Agent will make reasonable efforts to maintain the accuracy of the subaccounts referred to in the preceding sentence and to promptly update such subaccounts from time to time, as necessary.

(c) The entries made in the Register and subaccounts maintained pursuant to subsection (b) of this Section 3.9, and the entries made in the accounts maintained pursuant to subsection (a) of this Section 3.9, if consistent with the entries of the Agent, shall be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Agent to maintain any such account, such Register or such subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of the Borrower to repay the Loans made by such Lender in accordance with the terms hereof.

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SECTION 4.
ADDITIONAL PROVISIONS

4.1 Eurodollar Loan Provisions.

(a) Unavailability. If, on or prior to the first day of any Interest Period, (i) the Agent shall have determined in good faith (which determination shall be conclusive and binding upon the Borrower) that (A) Dollar deposits are not generally available in the London interbank Eurodollar market in the applicable principal amounts and Interest Period of a requested Eurodollar Loan or (B) by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or (ii) the Agent shall have received notice from the Required Lenders that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to the Lenders of making or maintaining Eurodollar Loans for such Interest Period (as conclusively certified by such Lenders), the Agent shall give notice thereof to the Borrower and the Lenders as soon as practicable thereafter. Upon delivery of such notice, (A) any Eurodollar Loans requested to be made on the first day of such Interest Period shall be made as Base Rate Loans, (B) any Loans that were to have been converted to or continued as Eurodollar Loans shall be prepaid by the Borrower or converted to or continued as Base Rate Loans and (C) any outstanding Eurodollar Loans shall be converted, on the first day of such Interest Period, to Base Rate Loans. Until the Agent has withdrawn such notice, no further Eurodollar Loans shall be made or continued as such, nor shall the Borrower have the right to convert Base Rate Loans to Eurodollar Loans.

(b) Change in Legality. Notwithstanding any other provision herein, if any change, after the date hereof, in any law, governmental rule, regulation, guideline or order (including the introduction of any new law or governmental rule, regulation, guideline or order) or in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof shall make it unlawful for any Lender to make or maintain any Eurodollar Loan then, by written notice to the Borrower and to the Agent, such Lender may:

(i) declare that Eurodollar Loans and conversions to or continuations of Eurodollar Loans, will not thereafter be made by such Lender hereunder, whereupon any request by the Borrower for, or for conversion into or continuation of, Eurodollar Loans shall, as to such Lender only, be deemed a request for, or for conversion into or continuation of, Base Rate Loans, unless such declaration shall be subsequently withdrawn; and

(ii) require that all outstanding Eurodollar Loans made by it be converted to Base Rate Loans in which event all such Eurodollar Loans shall be converted to Base Rate Loans either (A) on the last day of the then current Interest Period applicable to such Eurodollar Loan if such Lender can lawfully continue to maintain and fund such Eurodollar Loan or (B) immediately if such Lender shall determine that it may not lawfully continue to maintain and fund such Eurodollar Loan to such day.

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(c) Requirements of Law. If at any time a Lender shall incur increased costs or reductions in the amounts received or receivable hereunder with respect to the making, the commitment to make or the maintaining of any Eurodollar Loan or of agreeing to issue or participate in any Letters of Credit because of (i) any change after the date hereof in any law, governmental rule, regulation, guideline or order (including the introduction of any new law or governmental rule, regulation, guideline or order) or in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, including, without limitation, the imposition, modification or deemed applicability of any reserves, deposits or similar requirements (such as, for example, but not limited to, a change in official reserve requirements) or (ii) other circumstances affecting the London interbank Eurodollar market; then the Borrower shall pay to such Lender promptly upon written demand therefor, such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender may determine in its sole discretion) as may be required to compensate such Lender for such increased costs or reductions in amounts receivable hereunder. If any Lender becomes entitled to claim any additional amounts pursuant to this Section 4.1(c), it shall provide prompt notice thereof to the Borrower, through the Agent, certifying (A) that one of the events described in this Section 4.1(c) has occurred and describing in reasonable detail the nature of such event, (B) as to the increased cost or reduced amount resulting from such event and (C) as to the additional amount demanded by such Lender and a reasonably detailed explanation of the calculation thereof; provided, that no such amount shall be payable with respect to any period commencing more than 90 days prior to the date such Lender first notifies the Borrower of its intention to demand compensation therefor under this Section.

(d) Regulation D Compensation. In the event that a Lender is required to maintain reserves of the type contemplated by the definition of “Eurodollar Reserve Percentage”, such Lender may require the Borrower to pay, contemporaneously with each payment of interest on the Eurodollar Loans, additional interest on the related Eurodollar Loan of such Lender at a rate per annum determined by such Lender up to but not exceeding the excess of (i)(A) the applicable London Interbank Offered Rate divided by (B) one minus the Eurodollar Reserve Percentage over (ii) the applicable London Interbank Offered Rate. Any Lender wishing to require payment of such additional interest (x) shall so notify the Borrower and the Agent, in which case such additional interest on the Eurodollar Loans of such Lender shall be payable to such Lender at the place indicated in such notice with respect to each Interest Period commencing at least three Business Days after the giving of such notice and (y) shall notify the Borrower at least three Business Days prior to each date on which interest is payable on the Eurodollar Loans of the amount then due it under this Section. Each such notification shall be accompanied by such information as the Borrower may reasonably request.

Each determination and calculation made by a Lender under this Section 4.1 shall, absent manifest error, be binding and conclusive on the parties hereto. Any conversions of Eurodollar Loans made pursuant to this Section 4.1 shall subject the Borrower to the payments required by Section 4.3 to the extent applicable. This Section shall survive termination of this Credit Agreement and the other Credit Documents and payment of the Loans and all other amounts payable hereunder.

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4.2 Capital Adequacy.

If any Lender has determined that the adoption or becoming effective, after the date hereof, of any applicable law, rule or regulation regarding capital adequacy, or any change therein (after the date hereof), or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by such Lender (or its parent corporation) with any request or directive regarding capital adequacy (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on such Lender's (or parent corporation's) capital or assets as a consequence of its commitments or obligations hereunder to a level below that which such Lender (or its parent corporation) could have achieved but for such adoption, effectiveness, change or compliance (taking into consideration such Lender's (or parent corporation's) policies with respect to capital adequacy), then, upon notice from such Lender (which shall include the basis and calculations in reasonable detail supporting the compensation requested in such notice), and receipt by the Borrower of such written notice from such Lender (with a copy to the Agent) the Borrower shall be obligated to pay to such Lender such additional amount or amounts as will compensate such Lender on an after tax basis (after taking into account applicable deductions and credits in respect of the amount so indemnified) for such reduction; provided, that no such amount shall be payable with respect to any period commencing more than 90 days prior to the date such Lender first notifies the Borrower of its intention to demand compensation therefor under this Section. Each determination by any Lender of amounts owing under this Section 4.2 shall, absent manifest error, be conclusive and binding on the parties hereto. The covenants of this Section 4.2 shall survive termination of this Credit Agreement and the other Credit Documents and the payment of the Loans and all other amounts payable hereunder.

4.3 Compensation.

The Borrower promises to indemnify each Lender and to hold each Lender harmless from any loss or expense which such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Credit Agreement, (b) default by the Borrower in making any prepayment of a Eurodollar Loan after the Borrower has given a notice thereof in accordance with the provisions of this Credit Agreement, (c) the making of a prepayment of Eurodollar Loans on a day which is not the last day of an Interest Period with respect thereto and (d) the payment, continuation or conversion of a Eurodollar Loan on a day which is not the last day of the Interest Period applicable thereto or the failure to repay a Eurodollar Loan when required by the terms of this Credit Agreement. Such indemnification may include an amount equal to (i) an amount of interest calculated at the Eurodollar Rate which would have accrued on the amount in question, for the period from the date of such prepayment or of such failure to borrow, convert, continue or repay to the last day of the applicable Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Eurodollar Loans provided for herein minus (ii) the amount of interest (as reasonably determined by such Lender) which would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank Eurocurrency market. If any Lender becomes entitled to claim any additional amounts pursuant to this Section 4.3, it shall provide prompt notice thereof to the Borrower, through the Agent, as to the additional amount demanded by such Lender and a reasonably detailed explanation of the calculation thereof. The covenants in this Section 4.3 shall survive the termination of this Credit Agreement and the payment of the Loans and all other amounts payable hereunder.

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4.4 Taxes.

(a) Except as provided below in this Section 4.4, all payments made by the Borrower under this Credit Agreement and any Notes shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any court, or governmental body, agency or other official, excluding taxes measured by or imposed upon the net income of any Lender or its applicable lending office, or any branch or affiliate thereof, and all franchise taxes, branch taxes, taxes on doing business or taxes on the capital or net worth of any Lender or its applicable lending office, or any branch or affiliate thereof, in each case imposed in lieu of net income taxes: (i) by the jurisdiction under the laws of which such Lender, applicable lending office, branch or affiliate is organized or is located, or in which its principal executive office is located, or any nation within which such jurisdiction is located or any political subdivision thereof; or (ii) by reason of any connection between the jurisdiction imposing such tax and such Lender, applicable lending office, branch or affiliate other than a connection arising solely from such Lender having executed, delivered or performed its obligations, or received payment under or enforced, this Credit Agreement or any Notes. If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings (“Non-Excluded Taxes”) are required to be withheld from any amounts payable to an Agent or any Lender hereunder or under any Notes, (A) the amounts so payable to the Agent or such Lender shall be increased to the extent necessary to yield to the Agent or such Lender (after payment of all Non-Excluded Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Credit Agreement and any Notes; provided, however, that the Borrower shall be entitled to deduct and withhold any Non- Excluded Taxes and shall not be required to increase any such amounts payable to any Lender that is not organized under the laws of the United States of America or a state thereof if such Lender fails to comply with the requirements of paragraph (b) of this Section 4.4 whenever any Non-Excluded Taxes are payable by the Borrower, and (B) as promptly as possible after requested, the Borrower shall send to the Agent for its own account or for the account of such Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If the Borrower fails to pay any Non-Excluded Taxes when due to the appropriate taxing authority or fails to remit to the Agent the required receipts or other required documentary evidence, the Borrower shall indemnify the Agent and any Lender for any incremental Non-Excluded Taxes, interest or penalties that may become payable by the Agent or any Lender as a result of any such failure. The agreements in this Section 4.4 shall survive the termination of this Credit Agreement and the payment of the Loans and all other amounts payable hereunder.

(b) Each Lender that is not incorporated under the laws of the United States of America or a state thereof shall:

- (i) (A) on or before the date of any payment by the Borrower under this Credit Agreement or the Notes to such Lender, deliver to the Borrower and the Agent (x) two duly completed copies of United States Internal Revenue Service Form W-8BEN or W-8ECI, or any successor applicable form, as the case may be, certifying that it is entitled to receive payments under this Credit Agreement and any Notes without deduction or withholding of any United States federal income taxes and (y) an Internal Revenue Service Form W-8 or W-9, or successor applicable form, as the case may be, certifying that it is entitled to an exemption from United States backup withholding tax;

(B) deliver to the Borrower and the Agent two further copies of any such form or certification on or before the date that any such form or certification expires or becomes obsolete and after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower; and

(C) obtain such extensions of time for filing and complete such forms or certifications as may reasonably be requested by the Borrower or the Agent; or

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(ii) in the case of any such Lender that is not a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (A) represent to the Borrower (for the benefit of the Borrower and the Agent) that it is not a bank within the meaning of Section 881 (c)(3)(A) of the Internal Revenue Code, (B) agree to furnish to the Borrower, on or before the date of any payment by the Borrower, with a copy to the Agent, two accurate and complete original signed copies of Internal Revenue Service Form W-8, or successor applicable form, certifying to such Lender’s legal entitlement at the date of such certificate to an exemption from U.S. withholding tax under the provisions of Section 881(c) of the Internal Revenue Code with respect to payments to be made under this Credit Agreement and any Notes (and to deliver to the Borrower and the Agent two further copies of such form on or before the date it expires or becomes obsolete and after the occurrence of any event requiring a change in the most recently provided form and, if necessary, obtain any extensions of time reasonably requested by the Borrower or the Agent for filing and completing such forms), and (C) agree, to the extent legally entitled to do so, upon reasonable request by the Borrower, to provide to the Borrower (for the benefit of the Borrower and the Agent) such other forms as may be reasonably required in order to establish the legal entitlement of such Lender to an exemption from withholding with respect to payments under this Credit Agreement and any Notes.

Notwithstanding the above, if any change in treaty, law or regulation has occurred after the date such Person becomes a Lender hereunder which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form with respect to it and such Lender so advises the Borrower and the Agent, then such Lender shall be exempt from such requirements. Each Person that shall become a Lender or a participant of a Lender pursuant to Section 11.3 shall, upon the effectiveness of the related transfer, be required to provide all of the forms, certifications and statements required pursuant to this subsection (b); provided, that in the case of a participant of a Lender, the obligations of such participant of a Lender pursuant to this subsection (b) shall be determined as if the participant of a Lender were a Lender except that such participant of a Lender shall furnish all such required forms, certifications and statements to the Lender from which the related participation shall have been purchased.

4.5 Replacement of Lenders.

The Agent and each Lender shall use reasonable efforts to avoid or mitigate any increased cost or suspension of the availability of an interest rate under Sections 4.1 through 4.4 above to the greatest extent practicable (including transferring the Loans to another lending office or Affiliate of a Lender) unless, in the opinion of the Agent or such Lender, such efforts would be likely to have an adverse effect upon it. In the event a Lender makes a request to the Borrower for additional payments in accordance with Section 4.1, 4.2 or 4.4, or suspends Eurodollar Loans under Section 4.1, or does not consent to a request to extend the Revolver Maturity Date pursuant to Section 2.11, or does not consent to any amendment hereto consented to by Required Lenders, then, provided that no Default or Event of Default has occurred and is continuing at such time, the Borrower may, at its own expense (such expense to include any transfer fee payable to the Agent under Section 11.3(b) and any expense pursuant to Section 4) and in its sole discretion, require such Lender to transfer and assign in whole (but not in part), without recourse (in accordance with and subject to the terms and conditions of Section 11.3(b)), all of its interests, rights and obligations under this Credit Agreement to an Eligible Assignee which shall assume such assigned obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that (a) such assignment shall not conflict with any law, rule or regulation or order of any court or other Governmental Authority and (b) the Borrower or such assignee shall have paid to the assigning Lender in immediately available funds the principal of and interest accrued to the date of such payment on the portion of the Loans hereunder held by such assigning Lender and all other amounts owed to such assigning Lender hereunder, including amounts owed pursuant to Sections 4.1 through 4.4.

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SECTION 5.
CONDITIONS PRECEDENT

5.1 Closing Conditions.

The obligation of the Lenders to enter into this Credit Agreement is subject to satisfaction (or waiver) of the following conditions:

(a) Executed Credit Documents. Receipt by the Agent of duly executed copies of (i) this Credit Agreement, (ii) the Notes, (iii) the Collateral Documents and (iv) all other Credit Documents, each in form and substance acceptable to the Lenders.

(b) Organizational Documents. Receipt by the Agent of the following:

(i) Partnership Documents. With respect to each Credit Party that is a partnership, a copy of the partnership agreement of such Credit Party, together with all amendments thereto certified to be true and complete by the appropriate Governmental Authority of the State of organization of such Credit Party and certified by an Authorized Officer of such Credit Party to be true and correct as of the Effective Date.

(ii) Limited Liability Company Documents. With respect to each Credit Party that is a limited liability company, the following:

(A) Certificate of Formation. A copy of the certificate of formation of such Credit Party certified to be true and complete by the appropriate Governmental Authorities of the State of organization of such Credit Party and certified by an Authorized Officer of such Credit Party to be true and correct as of the Effective Date.

(B) LLC Agreement. A copy of the LLC Agreement of such Credit Party certified by an Authorized Officer of such Credit Party to be true and correct as of the Effective Date.

(iii) Corporate Documents. With respect to each Credit Party that is a corporation, the following:

(A) Charter Documents. Copies of the articles or certificates of incorporation or other charter documents of such Credit Party certified to be true and complete as of a recent date by the appropriate Governmental Authorities of the state of its incorporation and certified by an Authorized Officer of such Credit Party to be true and correct as of the Effective Date.

(B) Bylaws. A copy of the bylaws of such Credit Party certified an Authorized Officer of such Credit Party to be true and correct as of the Effective Date.

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(iv) Resolutions. Copies of resolutions, as appropriate, approving and adopting the Credit Documents to which each Credit Party is a party, the transactions contemplated therein and authorizing execution and delivery thereof and certified by an Authorized Officer of the Borrower to be in full force and effect as of the Effective Date.

(v) Good Standing. Copies of certificates of good standing, existence or their equivalent with respect to each Credit Party certified as of a recent date by the appropriate Governmental Authorities of the State of organization of such Credit Party.

(vi) Incumbency. An incumbency certificate certified by an Authorized Officer of the applicable Credit Parties to be true and correct as of the Effective Date.

(c) Opinion of Counsel. Receipt by the Agent of an opinion from legal counsel to the Credit Parties, addressed to the Agent on behalf of the Lenders and dated as of the Effective Date, in form and substance satisfactory to the Agent.

(d) Financial Statements/Ownership Structure. Receipt and review, with results satisfactory to the Agent and the Lenders, of information regarding the Credit Parties, their assets and their ownership structure, including, but not limited to, (A) copies of satisfactory audited consolidated financial statements for the Parent and its Subsidiaries for the fiscal year ended December 31, 2006 and interim unaudited financial statements for each quarterly period ended since the last audited financial statements for which financial statements are available, (B) selected projected annual financial information related to the Borrower and certain acquisitions (which will not be inconsistent with information previously provided to the Agent) and (C) such other historical financial information regarding their business and assets as reasonably requested.

(e) Fees and Expenses. Payment by the Borrower of all fees and expenses owed by it to the Lenders, the Agent and the Co-Lead Arrangers, including, without limitation, payment to the Agent of the fees set forth in the Fee Letter.

(f) Litigation. As of the Closing Date, there shall be no material actions, suits, investigations or legal, equitable, arbitration or administrative proceedings pending or threatened against a Credit Party which are likely to be decided adversely to such Credit Party and if so decided would have a Material Adverse Effect.

(g) Material Adverse Effect. As of the Closing Date, no event or condition shall have occurred since December 31, 2006 that would have or would be reasonably expected to have a Material Adverse Effect.

(h) Certificate. The Agent shall have received a certificate or certificates executed by an Approved Officer of the Parent, on behalf of the Credit Parties, as of the Closing Date stating that (i) each Credit Party is in compliance with all existing financial obligations, unless such non-compliance would not have a Material Adverse Effect, (ii) no action, suit, investigation or proceeding is pending or, to such officer's knowledge, threatened in any court or before any arbitrator or governmental instrumentality that purports to affect a Credit Party or any transaction contemplated by the Credit Documents, if such action, suit, investigation or proceeding is likely to be adversely determined and if adversely determined would have a Material Adverse Effect, (iii) the financial statements delivered to the Administrative Agent on or before the Closing Date were prepared in good faith and in accordance with GAAP, and all other information delivered to the Administrative Agent on or before the Closing Date was prepared in good faith, (iv) all consents and approvals of board of directors, equity holders, general partners, Governmental Authorities and third parties necessary in connection with the Credit Documents have been obtained, and (v) immediately after giving effect to this Credit Agreement, the other Credit Documents and all the transactions contemplated herein and therein to occur on such date, (A) no Default or Event of Default exists, (B) all representations and warranties contained herein and in the other Credit Documents are true and correct in all material respects on and as of the date made and (C) the Credit Parties are in pro forma compliance with the initial financial covenant set forth in Section 7.10(a) (as evidenced through detailed calculations of such financial covenant on a schedule to such certificate).

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(i) Patriot Act. Receipt by the Agent on behalf of each Lender at least five (5) Business Days prior to the Closing Date of all documentation and other information requested by any Lender in order to comply with the requirements of regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations.

(j) Account Designation Letter. Receipt by the Agent of an executed counterpart of the Account Designation Letter.

(k) Minimum Commitments. The aggregate amount of Commitments of all Lenders on the Closing Date shall be not less than \$850,000,000.

(l) Existing Credit Agreement. All Indebtedness and other obligations under the Existing Credit Agreement shall have been repaid in full and all commitments thereunder terminated.

(m) Other. Receipt by the Lenders of such other documents, instruments, agreements or information as reasonably requested by any Lender.

5.2 Conditions to Loans and Issuances of Letters of Credit.

(a) In addition to the conditions precedent stated elsewhere herein, the Lenders shall not be obligated to make new Loans nor shall an Issuing Lender be required to issue, renew or extend a Letter of Credit (and the Lenders shall not be obligated to participate in any Letter of Credit) unless:

(i) Request. The Borrower shall have timely delivered (i) in the case of any new Revolving Loan or Term Loan borrowing, to the Agent, an appropriate Notice of Borrowing, duly executed and completed, by the time specified in Section 2.1, (ii) in the case of any Letter of Credit, to the applicable Issuing Lender, an appropriate request for issuance of a Letter of Credit in accordance with the provisions of Section 2.2 and (iii) in the case of any Swingline Loan, to the Swingline Lender, an appropriate Notice of Borrowing, duly executed and completed, by the time specified in Section 2.8.

(ii) Representations and Warranties. The representations and warranties made by the Credit Parties in this Credit Agreement are true and correct in all material respects at and as if made as of the date of the funding of the Loans or the issuance, renewal or extension of the Letters of Credit, as applicable (except to the extent such representations and warranties expressly and exclusively relate to an earlier date in which case they shall be true and correct in all material respects as of such earlier date).

(iii) No Default. No Default or Event of Default shall exist or be continuing either prior to or after giving effect thereto.

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(iv) Availability. Immediately after giving effect to the making of a Loan (and the application of the proceeds thereof) or to the issuance of a Letter of Credit, as the case may be, the amount of Loans and LOC Obligations outstanding shall not exceed the maximum permitted by Sections 2.1, 2.2 and 2.8.

The delivery of each Notice of Borrowing and each request for a Letter of Credit shall constitute a representation and warranty by the Borrower of the correctness of the matters specified in subsections (ii), (iii) and (iv) above.

(b) In addition to the conditions precedent stated elsewhere herein, (i) the Lenders shall not be obligated to fund Term Loan A2 borrowings unless the Agent shall have received Permitted Cash Collateral-A2 with a value of not less than the Required Collateral-A2 Amount after giving effect to such borrowing and (ii) the Lenders shall not be obligated to fund Term Loan A3 borrowings unless the Agent shall have received Permitted Cash Collateral-A3 with a value of not less than the Required Collateral-A3 Amount after giving effect to such borrowing.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Each Credit Party hereby represents and warrants to each Lender that:

6.1 Organization and Good Standing.

Each Credit Party (a) is a limited partnership, limited liability company or a corporation duly formed, validly existing and in good standing under the laws of the state of its formation, (b) is duly qualified and in good standing and authorized to do business in every jurisdiction where the failure to so qualify would have a Material Adverse Effect and (c) has the requisite power and authority to own its properties and to carry on its business as now conducted and as proposed to be conducted.

6.2 Due Authorization.

Each Credit Party (a) has the requisite power and authority to execute, deliver and perform this Credit Agreement and the other Credit Documents and to incur the obligations herein and therein provided for and (b) has been authorized by all necessary corporate, partnership or limited liability company action to execute, deliver and perform this Credit Agreement and the other Credit Documents.

6.3 No Conflicts.

Neither the execution and delivery of the Credit Documents, nor the consummation of the transactions contemplated herein and therein, nor performance of and compliance with the terms and provisions hereof and thereof by any Credit Party will (a) violate or conflict with any provision of its organizational documents or bylaws, (b) materially violate, contravene or conflict with any law, regulation (including without limitation, Regulation U or Regulation X), order, writ, judgment, injunction, decree or permit applicable to it, (c) materially violate, contravene or conflict with contractual provisions of, or cause an event of default under, any indenture, loan agreement, mortgage, deed of trust, contract or other agreement or instrument to which it is a party or by which it may be bound or (d) result in or require the creation of any Lien upon or with respect to its properties other than the Liens hereunder and under the Collateral Documents.

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6.4 Consents.

No consent, approval, authorization or order of, or filing, registration or qualification with, any court or Governmental Authority or third party is required in connection with the execution, delivery or performance of this Credit Agreement or any of the other Credit Documents that has not been obtained.

6.5 Enforceable Obligations.

This Credit Agreement and the other Credit Documents have been duly executed and delivered and constitute legal, valid and binding obligations of each Credit Party which is a party thereto enforceable against such Credit Party in accordance with their respective terms, except as may be limited by bankruptcy or insolvency laws or similar laws affecting creditors' rights generally or by general equitable principles.

6.6 Financial Condition/Material Adverse Effect.

The financial statements delivered to the Lenders pursuant to Section 7.1(a) and (b): (i) have been prepared in accordance with GAAP (subject to the provisions of Section 1.3) and (ii) present fairly the financial condition, results of operations and cash flows of the Parent and its Subsidiaries as of such date and for such periods (subject, in the case of interim statements, to normal year-end adjustments and the absence of footnotes). Since the Effective Date, there has been no event or circumstance that, either individually or collectively, has had or would reasonably be expected to have a Material Adverse Effect; provided that, on and after the Investment Grade Rating Date, Credit Parties make no further representation or warranty with respect to the foregoing.

6.7 Taxes.

Each Credit Party and each of its Subsidiaries has filed, or caused to be filed, all material tax returns (federal, state, local and foreign) required to be filed and paid all amounts of taxes shown thereon to be due (including interest and penalties) and has paid all other taxes, fees, assessments and other governmental charges (including mortgage recording taxes, documentary stamp taxes and intangibles taxes) owing by it, except (a) for such taxes which are not yet delinquent or that are being contested in good faith and by proper proceedings, and against which adequate reserves are being maintained in accordance with GAAP or (b) where such nonfiling or nonpayment would not have a Material Adverse Effect.

6.8 Compliance with Law.

Each Credit Party and each of its Subsidiaries is in compliance with all laws, rules, regulations, orders, decrees and requirements of Governmental Authorities applicable to it or to its properties (including, without limitation, ERISA, the Code and Environmental Laws), except where the necessity of compliance therewith is being contested in good faith by appropriate proceedings or such failure to comply would not have or would not be reasonably expected to have a Material Adverse Effect.

6.9 Use of Proceeds; Margin Stock.

The proceeds of the Loans hereunder will be used solely for the purposes specified in Section 7.7. None of such proceeds will be used for the purpose of (a) purchasing or carrying any "margin stock" as defined in Regulation U or Regulation X, (b) for the purpose of reducing or retiring any Indebtedness which was originally incurred to purchase or carry "margin stock", (c) for any other purpose which might constitute this transaction a "purpose credit" within the meaning of Regulation U or Regulation X or (d) for the acquisition of another Person unless the board of directors (or other comparable governing body) or stockholders, as appropriate, of such Person has approved such acquisition.

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6.10 Government Regulation.

No Credit Party is an “investment company” registered or required to be registered under the Investment Company Act of 1940, as amended, or controlled by such a company.

6.11 Solvency.

Each Credit Party is and, after the consummation of the transactions contemplated by this Credit Agreement, will be Solvent.

6.12 Environmental Matters.

Except as would not result or be reasonably expected to result in a Material Adverse Effect: (a) each of the properties of the Credit Parties (the “Properties”) and all operations at the Properties are in compliance with all applicable Environmental Laws, (b) there is no violation of any Environmental Law with respect to the Properties or the businesses operated by the Credit Parties (the “Businesses”), and (c) there are no conditions relating to the Businesses or Properties that would reasonably be expected to give rise to a liability under any applicable Environmental Laws.

6.13 Subsidiaries.

Set forth on Schedule 6.13 is a complete and accurate list of all Credit Parties and their Subsidiaries, and the ownership of same, as such Schedule 6.13 may be updated from time to time.

6.14 Litigation.

There are no actions, suits or legal, equitable, arbitration or administrative proceedings, pending or, to the knowledge of a Credit Party, threatened against such Credit Party which (a) are likely to be decided adversely against such Credit Party and (b) if so decided would have or would reasonably be expected to have a Material Adverse Effect.

6.15 Collateral.

This Credit Agreement and the Collateral Documents create valid security interests in, and Liens on, the Cash Collateral, which security interests and Liens are perfected first priority Liens prior to all other Liens. The value of the Permitted Cash Collateral is greater than or equal to the Required Collateral Amount.

6.16 Material Contracts.

Each Credit Party and each of its Subsidiaries is in compliance with all contracts necessary for the ongoing operation and business of such Credit Party or Subsidiary in the ordinary course except where the failure to comply would not have or would not reasonably be expected to have a Material Adverse Effect.

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6.17 Anti-Terrorism Laws.

Neither any Credit Party nor any of its Subsidiaries is an “enemy” or an “ally of the enemy” within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended. Neither any Credit Party nor any or its Subsidiaries is in violation of (a) the Trading with the Enemy Act, as amended, (b) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (c) the Patriot Act (as defined in Section 11.17(b)). None of the Credit Parties (i) is a blocked person described in section 1 of the Anti-Terrorism Order or (ii) to the best of its knowledge, engages in any dealings or transactions, or is otherwise associated, with any such blocked person.

6.18 Compliance with OFAC Rules and Regulations.

None of the Credit Parties or their Subsidiaries or their respective Affiliates (a) is a Sanctioned Person, (b) has more than 15% of its assets in Sanctioned Countries, or (c) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. No part of the proceeds of any Extension of Credit hereunder will be used directly or indirectly to fund any operations in, finance any investments or activities in or make any payments to, a Sanctioned Person or a Sanctioned Country.

6.19 Compliance with FCPA.

Each of the Credit Parties and their Subsidiaries is in compliance with the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*, and any foreign counterpart thereto. None of the Credit Parties and their Subsidiaries has made a payment, offering, or promise to pay, or authorized the payment of, money or anything of value (a) in order to assist in obtaining or retaining business for or with, or directing business to, any foreign official, foreign political party, party official or candidate for foreign political office, (b) to a foreign official, foreign political party or party official or any candidate for foreign political office, and (c) with the intent to induce the recipient to misuse his or her official position to direct business wrongfully to such Credit Party or its Subsidiary or to any other Person, in violation of the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*

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SECTION 7.
AFFIRMATIVE COVENANTS

Each Credit Party hereby covenants and agrees that so long as this Credit Agreement is in effect and until the Loans and LOC Obligations, together with interest, fees and other obligations hereunder, have been paid in full and the Commitments and Letters of Credit shall have terminated:

7.1 Information Covenants.

The Borrower will furnish, or cause to be furnished, to the Agent for further distribution to each Lender:

(a) Annual Financial Statements. As soon as available, and in any event within 95 days after the close of each fiscal year of the Parent, a consolidated balance sheet of the Parent as of the end of such fiscal year, together with a related consolidated income statement and related statements of cash flows, capitalization and retained earnings for such fiscal year, setting forth in comparative form figures for the preceding fiscal year, all such financial information described above to be audited by independent certified public accountants of recognized national standing and whose opinion, which shall be furnished to the Agent, shall be to the effect that such financial statements have been prepared in accordance with GAAP (except for changes with which such accountants concur); provided, that the Parent's Form 10-K Annual Report as filed with the Securities and Exchange Commission, without exhibits, will satisfy the requirements of this Section 7.1(a).

(b) Quarterly Financial Statements. As soon as available, and in any event within 50 days after the close of each fiscal quarter of the Parent (other than the fourth fiscal quarter) a consolidated balance sheet of the Parent as of the end of such fiscal quarter, together with a related consolidated income statement and related statement of cash flows for such fiscal quarter in each case setting forth in comparative form figures for the corresponding period of the preceding fiscal year, and accompanied by a certificate of an Approved Officer of the Parent to the effect that such quarterly financial statements fairly present in all material respects the financial condition of the Parent and its Subsidiaries and have been prepared in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments to same; provided, that the Parent's Form 10-Q Quarterly Report as filed with the Securities and Exchange Commission, without exhibits, will satisfy the requirements of this Section 7.1(b).

(c) Operating Budget and Cash Flow Projections. As soon as available, and in any event no later than the last day of February of each fiscal year of the Parent, operating budget and cash flow projections of the Parent and its Subsidiaries prepared on a monthly or quarterly basis and otherwise in such form as the Agent may reasonably request; provided, however, that such operating budget and cash flow projections shall not be required if as of the last day of December of the previous fiscal year the Parent or the Borrower has an Investment Grade Rating.

(d) Officer's Certificate. At the time of delivery of the financial statements provided for in Sections 7.1(a) and 7.1(b) above, a certificate of an Approved Officer of the Parent, substantially in the Form of Exhibit 7.1(d), (i) demonstrating compliance with the financial covenants contained in Section 7.10 by calculation thereof as of the end of each such fiscal period, beginning with the fiscal quarter ending June 30, 2007 (ii) stating that no Default or Event of Default exists, or if any Default or Event of Default does exist, specifying the nature and extent thereof and what action the Parent or the Borrower proposes to take with respect thereto, (iii) setting forth the amount of Off Balance Sheet Indebtedness of the Parent and its Subsidiaries as of the end of each such fiscal period, (iv) updating Schedule 6.13 with respect to Subsidiaries, if appropriate, (v) providing information to evidence compliance with Sections 7.12, 8.2(m), 8.2(n), 8.2(o), 8.4(i), 8.6(h) and 8.7(g) and (vi) providing such other information to evidence compliance with this Credit Agreement as reasonably requested by the Agent.

(e) Reports. Promptly upon transmission or receipt thereof, copies of any material filings and registrations with, and reports to or from, the Securities and Exchange Commission, or any successor agency.

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(f) Notices. Within five Business Days after any officer of a Credit Party with responsibility relating thereto obtaining knowledge thereof, such Credit Party will give written notice to the Agent immediately of (i) the occurrence of a Default or Event of Default, specifying the nature and existence thereof and what action such Credit Party proposes to take with respect thereto, and (ii) the occurrence of any of the following with respect to a Credit Party: (A) the pendency or commencement of any litigation, arbitral or governmental proceeding against such Credit Party the claim of which is likely to be decided adversely to such Credit Party and, if adversely determined, would have or would be reasonably expected to have a Material Adverse Effect or (B) the institution of any proceedings against such Credit Party with respect to, or the receipt of notice by such Person of potential liability or responsibility for violation or alleged violation of, any federal, state or local law, rule or regulation (including, without limitation, any Environmental Law) that is likely to be decided adversely to such Credit Party and, if adversely decided, would have a Material Adverse Effect.

(g) ERISA. Upon a Credit Party or any ERISA Affiliate obtaining knowledge thereof, such Credit Party will give written notice to the Agent promptly (and in any event within five Business Days) of: (i) any event or condition, including, but not limited to, any Reportable Event, that constitutes, or would be reasonably expected to lead to, a Termination Event if such Termination Event would have a Material Adverse Effect; (ii) with respect to any Multiemployer Plan, the receipt of notice as prescribed in ERISA or otherwise of any withdrawal liability assessed against a Credit Party or any ERISA Affiliate, or of a determination that any Multiemployer Plan is in reorganization or insolvent (both within the meaning of Title IV of ERISA); (iii) the failure to make full payment on or before the due date (including extensions) thereof of all amounts which a Credit Party or any of its Subsidiaries or ERISA Affiliates is required to contribute to each Plan pursuant to its terms and as required to meet the minimum funding standard set forth in ERISA and the Code with respect thereto; or (iv) any change in the funding status of any Plan that would have or would be reasonably expected to have a Material Adverse Effect; together, with a description of any such event or condition or a copy of any such notice and a statement by an officer of a Credit Party briefly setting forth the details regarding such event, condition, or notice, and the action, if any, which has been or is being taken or is proposed to be taken with respect thereto. Promptly upon request, a Credit Party shall furnish the Agent and each of the Lenders with such additional information concerning any Plan as may be reasonably requested, including, but not limited to, copies of each annual report/return (Form 5500 series), as well as all schedules and attachments thereto required to be filed with the Department of Labor and/or the Internal Revenue Service pursuant to ERISA and the Code, respectively, for each "plan year" (within the meaning of Section 3(39) of ERISA).

(h) Debt Rating Changes. Upon any change in its Debt Rating, the Parent shall promptly deliver such information to the Agent.

(i) Other Information. With reasonable promptness upon any such request, such other information regarding the business, properties or financial condition of the Credit Parties and their Subsidiaries as the Agent or any Lender may reasonably request.

Information required to be delivered pursuant to Sections 7.1(a), 7.1(b) and 7.1(e) shall be deemed to have been delivered on the earlier of (A) the date on which such information is posted by the Agent on behalf of the Credit Parties on IntraLinks, Syndtrak or other electronic medium chosen by the Agent or (B) the date on which a Credit Party provides notice to the Agent for further delivery to each Lender by the Borrower that such information has been posted on the Securities and Exchange Commission website on the Internet at www.sec.gov/edgar/searchedgar/webusers.htm or at another website identified in such notice and accessible by the Lenders without charge; provided, that (i) any such notice may be included in a certificate delivered pursuant to Section 7.1(d) and (ii) the Credit Parties shall deliver paper copies of the information referred to in Sections 7.1(a), 7.1(b) and 7.1(e), to any Lender that requests such delivery.

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7.2 Preservation of Existence and Franchises.

Each Credit Party will, and will cause each Subsidiary to, do all things necessary to preserve and keep in full force and effect its existence and rights, franchises and authority; provided, however, that, subject to Section 8.3, a Credit Party shall not be required to preserve any such existence, right or franchise if it in good faith determines that preservation thereof is no longer necessary or desirable in the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Lenders.

7.3 Books and Records.

Each Credit Party will keep, and will cause each of its Subsidiaries to keep, complete and accurate books and records of its transactions in accordance with good accounting practices on the basis of GAAP (including the establishment and maintenance of appropriate reserves).

7.4 Compliance with Law.

Each Credit Party will comply, and will cause each of its Subsidiaries to comply, with all laws (including, without limitation, all Environmental Laws and ERISA laws), rules, regulations and orders, and all applicable restrictions imposed by all Governmental Authorities, applicable to it and its property, unless (a) the failure to comply would not have or would not reasonably be expected to have a Material Adverse Effect or (b) the necessity of compliance therewith is being contested in good faith by appropriate proceedings.

7.5 Payment of Taxes and Other Indebtedness.

Each Credit Party will, and will cause each of its Subsidiaries to, pay, settle or discharge (a) all taxes, assessments and governmental charges or levies imposed upon it, or upon its income or profits, or upon any of its properties, before they shall become delinquent, (b) all lawful claims (including claims for labor, materials and supplies) which, if unpaid, might give rise to a Lien upon any of its properties, and (c) all of its other Indebtedness as it shall become due; provided, however, that a Credit Party shall not be required to pay any such tax, assessment, charge, levy, claim or Indebtedness which (i) is being contested in good faith by appropriate proceedings and as to which adequate reserves therefor have been established in accordance with GAAP or (ii) the nonpayment of which would not have a Material Adverse Effect.

7.6 Maintenance of Property; Insurance.

(a) Each Credit Party will keep, and will cause each of its Subsidiaries to keep, all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted.

(b) Each Credit Party will, and will cause each of its Subsidiaries to, maintain (either in the name of such Credit Party or in such Subsidiary's own name) with financially sound and responsible insurance companies, insurance on all their respective properties in at least such amounts and against at least such risks (and with such risk retention) as are usually insured against by companies of established repute engaged in the same or a similar business; provided, that self-insurance by a Credit Party or any such Subsidiary shall not be deemed a violation of this covenant to the extent that companies engaged in similar businesses and owning similar properties in the same general areas in which such Credit Party or such Subsidiary operates self-insure.

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7.7 Use of Proceeds.

The proceeds of the Revolving Loans may be used solely (a) to refinance certain existing Indebtedness of the Borrower and (b) for working capital and other general partnership purposes of the Credit Parties, including certain Permitted Acquisitions. The proceeds of the Term Loans shall be used (i) to make cash distributions to the Parent who will then make cash distributions to the general partner of the Parent and (ii) to make cash distributions to the Parent to the extent permitted by Section 8.8(c) who will then make cash distributions to or repurchase limited partnership interests from an affiliate of the general partner of the Parent that is also a partner of the Parent. The proceeds of the Swingline Loans may be used solely for working capital and other general partnership purposes of the Credit Parties. The Borrower will use the Letters of Credit solely for the purposes set forth in Section 2.2(a).

7.8 Audits/Inspections.

Upon reasonable notice and during normal business hours, each Credit Party will, and will cause its Subsidiaries to, permit representatives appointed by the Agent (or upon the occurrence and during the continuance of an Event of Default, any Lender), including, without limitation, independent accountants, agents, attorneys, and appraisers to visit and inspect the Credit Parties' and their Subsidiaries' property, including their books and records, their accounts receivable and inventory, the Credit Parties' and their Subsidiaries' facilities and their other business assets, and to make photocopies or photographs thereof and to write down and record any information such representatives obtain and shall permit the Agent (or upon the occurrence and during the continuance of an Event of Default, any Lender) or its representatives to investigate and verify the accuracy of information provided to the Lenders and to discuss all such matters with the officers, employees and representatives of each Credit Party and its Subsidiaries.

7.9 Maintenance of Ownership.

Each Credit Party will maintain ownership of all Capital Stock of each Subsidiary that is a Credit Party, directly or indirectly, free and clear of all Liens except as permitted by Section 8.3 and Section 8.4.

7.10 Financial Covenants.

(a) Consolidated Leverage Ratio. The Consolidated Leverage Ratio, as at the end of each fiscal quarter of the Parent, shall be less than or equal to (i) with respect to each fiscal quarter end from the Closing Date through and including the fiscal quarter ending June 30, 2007, 5.75 to 1.0 and (ii) with respect to each fiscal quarter end thereafter, 5.00 to 1.0; provided that subsequent to the consummation of a Qualified Acquisition, the Consolidated Leverage Ratio, as at the end of the three consecutive fiscal quarters following such Qualified Acquisition (including the fiscal quarter in which such acquisition is consummated), shall be less than or equal to 5.50 to 1.0.

(b) Consolidated Interest Coverage Ratio. If neither the Parent or the Borrower has an Investment Grade Rating, the Consolidated Interest Coverage Ratio, as at the end of each fiscal quarter of the Parent (beginning with the fiscal quarter ending June 30, 2007) shall be greater than or equal to 2.50 to 1.0.

7.11 Material Contracts.

Each Credit Party will comply, and will cause its Subsidiaries to comply, with all contracts necessary for the ongoing operation and business of such Credit Party or Subsidiary in the ordinary course, except where the failure to comply would not have or would not reasonably be expected to have a Material Adverse Effect.

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7.12 Additional Guarantors.

If (a) as of the end of any fiscal quarter of the Parent or (b) at the time any Qualified Acquisition is consummated, the wholly-owned Subsidiaries of the Parent that are not Credit Parties hereunder (the “Non-Guarantor Subsidiaries”) constitute more than either (collectively, the “Threshold Requirements”):

- (i) twenty percent (20%), in the aggregate, of Consolidated Net Tangible Assets, or
- (ii) twenty percent (20%), in the aggregate, of Consolidated Net Income,

the Borrower shall promptly notify the Agent and shall, within ten Business Days thereof (A) cause one or more of such Subsidiaries to become a “Guarantor” pursuant to a Joinder Agreement in the form of Exhibit 7.12 and to execute and deliver such other documents as requested by the Agent and (B) deliver to the Agent documents of the types referred to Section 5.1(b) as well as opinions of counsel to such Subsidiary (which shall cover, among other things, legality, validity, binding effect and enforceability), all in form, content and scope satisfactory to the Agent, such that immediately after the joinder of such Subsidiary or Subsidiaries as Guarantors hereunder, the remaining Non-Guarantor Subsidiaries shall not exceed, in the aggregate, either of the Threshold Requirements.

After the Investment Grade Rating Date, the Agent will release such Guarantors (other than the Parent) as requested from time to time by the Borrower.

7.13 Cash Collateral.

(a) The Borrower shall maintain the Cash Collateral-A2 Account at all times that any portion of the Term Loan A2 shall remain outstanding. The Borrower shall maintain the Cash Collateral-A3 Account at all times that any portion of the Term Loan A3 shall remain outstanding. The Borrower shall maintain such other Cash Collateral Accounts established in connection with new term loans pursuant to Section 2.1(b)(iii).

(b)(I) The Borrower shall, at all times, maintain Permitted Cash Collateral-A2 in the Cash Collateral-A2 Account with a value greater than or equal to the following (the “Required Collateral-A2 Amount”): (A) during the period commencing with the Initial Draw Date for the Term Loan A2 and ending on the date that is three months after such Initial Draw Date, 100% of the outstanding principal amount of the Term Loan A2 and (B) after such time period, (i) if all Permitted Cash Collateral-A2 is comprised entirely of Tier 1 Permitted Cash Collateral, 100.25% of the outstanding principal amount of the Term Loan A2, (ii) if Permitted Cash Collateral-A2 is not comprised entirely of Tier 1 Permitted Cash Collateral but is not comprised of any Tier 3 Permitted Cash Collateral, 100.5% of the outstanding principal of the Term Loan A2 or (iii) if any Permitted Cash Collateral-A2 is comprised of any Tier 3 Permitted Cash Collateral, 101% of the outstanding principal of the Term Loan A2. If, at any time, the Required Collateral-A2 Amount exceeds the value of the Permitted Cash Collateral-A2, the Borrower shall immediately deposit additional Permitted Cash Collateral-A2 into the Cash Collateral-A2 Account to eliminate such excess. In accordance with the terms of the Account Control Agreement-A2, the Borrower shall direct the investment of items deposited into the Cash Collateral-A2 Account; provided, that all Cash Collateral shall consist of Permitted Cash Collateral-A2 at all times. The Borrower shall treat all income, gains or losses from the investment of items in the Cash Collateral-A2 Account as its own income or loss, and the Agent and the Lenders shall have no liability for any such gain or loss.

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(II) The Borrower shall, at all times, maintain Permitted Cash Collateral-A3 in the Cash Collateral-A3 Account with a value greater than or equal to the following (the “Required Collateral-A3 Amount”): (A) during the period commencing with the Initial Draw Date for the Term Loan A3 and ending on the date that is three months after such Initial Draw Date, 100% of the outstanding principal amount of the Term Loan A3 and (B) after such time period, (i) if all Permitted Cash Collateral-A3 is comprised entirely of Tier 1 Permitted Cash Collateral, 100.25% of the outstanding principal amount of the Term Loan A3, (ii) if Permitted Cash Collateral-A3 is not comprised entirely of Tier 1 Permitted Cash Collateral but is not comprised of any Tier 3 Permitted Cash Collateral, 100.5% of the outstanding principal amount of the Term Loan A3 or (iii) if any Permitted Cash Collateral-A3 is comprised of any Tier 3 Permitted Cash Collateral, 101% of the outstanding principal amount of the Term Loan A3. If, at any time, the Required Collateral-A3 Amount exceeds the value of the Permitted Cash Collateral-A3, the Borrower shall immediately deposit additional Permitted Cash Collateral-A3 into the Cash Collateral-A3 Account to eliminate such excess. In accordance with the terms of the Account Control Agreement-A3, the Borrower shall direct the investment of items deposited into the Cash Collateral-A3 Account; provided, that (1) all Cash Collateral shall consist of Permitted Cash Collateral-A3 at all times and (2) the Borrower shall not be permitted to sell any Permitted Cash Collateral-A3 prior to its stated maturity (if any) during the first two months following the Closing Date except pursuant to Section 7.13(c). The Borrower shall treat all income, gains or losses from the investment of items in the Cash Collateral-A3 Account as its own income or loss, and the Agent and the Lenders shall have no liability for any such gain or loss.

(c)(i) The Borrower shall be permitted to liquidate and/or withdraw Cash Collateral-A2 from the Cash Collateral-A2 Account to fund a Permitted Acquisition or capital expenditure; provided, that concurrently with such liquidation or withdrawal (A) the Revolving Committed Amount shall be automatically increased (without the consent of the Lenders) in accordance with Section 2.10(b) and Section 3.2(a)(iii), (B) a Revolving Loan shall be made to the Borrower, (C) the proceeds of such Revolving Loan shall be applied to prepay the principal amount of the Term Loan-A2 in an amount equal to the amount of Cash Collateral-A2 liquidated or withdrawn, and (D) after such liquidation or withdrawal, the value of the Permitted Cash Collateral-A2 shall be greater than or equal to the Required Collateral-A2 Amount, as calculated after giving effect of such prepayment of the Term Loan A2. In the event that the Borrower shall elect to make such a withdrawal, the Agent shall direct the Intermediary to liquidate the applicable Cash Collateral-A2 and remit the proceeds to the Borrower.

(ii) The Borrower shall be permitted to liquidate and/or withdraw Cash Collateral-A3 from the Cash Collateral-A3 Account to fund a Permitted Acquisition or capital expenditure; provided, that concurrently with such liquidation or withdrawal (A) the Revolving Committed Amount shall be automatically increased (without the consent of the Lenders) in accordance with Section 2.10(b) and Section 3.2(a)(iii), (B) a Revolving Loan shall be made to the Borrower, (C) the proceeds of such Revolving Loan shall be applied to prepay the principal amount of the Term Loan-A3 in an amount equal to the amount of Cash Collateral-A3 liquidated or withdrawn, and (D) after such liquidation or withdrawal, the value of the Permitted Cash Collateral-A3 shall be greater than or equal to the Required Collateral-A3 Amount, as calculated after giving effect of such prepayment of the Term Loan A3. In the event that the Borrower shall elect to make such a withdrawal, the Agent shall direct the Intermediary to liquidate the applicable Cash Collateral-A3 and remit the proceeds to the Borrower.

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(d)(i) If, at the end of any fiscal quarter of the Parent, the value of the Permitted Cash Collateral-A2 exceeds the Required Collateral-A2 Amount at such time, then, upon the request of the Borrower, provided no Default or Event of Default has occurred and is continuing, the Agent shall direct the Intermediary to pay and transfer to the Borrower cash, to the extent available, in the Cash Collateral-A2 Account in an amount equal to such excess.

(ii) If, at the end of any fiscal quarter of the Parent, the value of the Permitted Cash Collateral-A3 exceeds the Required Collateral-A3 Amount at such time, then, upon the request of the Borrower, provided no Default or Event of Default has occurred and is continuing, the Agent shall direct the Intermediary to pay and transfer to the Borrower cash, to the extent available, in the Cash Collateral-A3 Account in an amount equal to such excess.

(e)(i) To secure the prompt payment in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Term Loan A2, the Borrower hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Borrower in and to the Cash Collateral-A2 Account and the Cash Collateral-A2 and all other amounts maintained in the Cash Collateral-A2 Account.

(ii) To secure the prompt payment in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Term Loan A3, the Borrower hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Borrower in and to the Cash Collateral-A3 Account and the Cash Collateral-A3 and all other amounts maintained in the Cash Collateral-A3 Account.

7.14 Equity Proceeds.

After the Closing Date but no later than September 30, 2007, the Parent shall receive at least \$110,000,000 in proceeds from the issuance of equity on terms and conditions satisfactory to the Agent.

SECTION 8. NEGATIVE COVENANTS

Each Credit Party hereby covenants and agrees that so long as this Credit Agreement is in effect and until the Loans and LOC Obligations, together with interest, fees and other obligations hereunder, have been paid in full and the Commitments and Letters of Credit shall have terminated:

8.1 Nature of Business.

No Credit Party will, nor will it permit any of its Subsidiaries to (whether now owned or acquired or formed subsequent to the Closing Date), materially alter the character of their business on a consolidated basis from the midstream energy business.

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8.2. Liens.

No Credit Party will create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it or any of its Subsidiaries, except for the following:

(a) Liens in favor of the Lenders securing Indebtedness under this Credit Agreement.

(b) any Lien arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by any Lien permitted by this Section 8.2; provided, that the principal amount of such Indebtedness is not increased (other than to provide for the payment of any underwriting discounts and fees related to any refinancing Indebtedness as well as any premiums owed on and accrued and unpaid interest related to the original Indebtedness) and is not secured by any additional assets.

(c) Liens for taxes, assessments or other governmental charges or levies not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with GAAP.

(d) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and interest owners of oil and gas production and other Liens imposed by law, created in the ordinary course of business and for amounts not past due for more than 60 days or which are being contested in good faith by appropriate proceedings which are sufficient to prevent imminent foreclosure of such Liens, are promptly instituted and diligently conducted and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with GAAP.

(e) Liens incurred or deposits made in the ordinary course of business (including, without limitation, surety bonds and appeal bonds) in connection with workers' compensation, unemployment insurance and other types of social security benefits or to secure the performance of tenders, bids, leases, contracts (other than for the repayment of Indebtedness), statutory obligations and other similar obligations or arising as a result of progress payments under government contracts.

(f) easements (including, without limitation, reciprocal easement agreements and utility agreements), rights-of-way, covenants, consents, reservations, encroachments, variations and other restrictions, charges or encumbrances (whether or not recorded) affecting the use of real property.

(g) Liens with respect to judgments and attachments which do not result in an Event of Default.

(h) Liens, deposits or pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), leases (permitted under the terms of this Agreement), public or statutory obligations, surety, stay, appeal, indemnity, performance or other obligations arising in the ordinary course of business.

(i) rights of first refusal entered into in the ordinary course of business.

(j) Liens consisting of any (i) rights reserved to or vested in any municipality or governmental, statutory or public authority to control or regulate any property of a Credit Party or any Subsidiary or to use such property in any manner which does not materially impair the use of such property for the purpose for which it is held by a Credit Party or any such Subsidiary, (ii) obligations or duties to any municipality or public authority with respect to any franchise, grant, license, lease or permit and the rights reserved or vested in any Governmental Authority or public utility to terminate any such franchise, grant, license, lease or permit or to condemn or expropriate any property, or (iii) zoning laws, ordinances or municipal regulations.

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(k) Liens on deposits required by any Person with whom a Credit Party or any Subsidiary enters into forward contracts, futures contracts, swap agreements or other commodities contracts in the ordinary course of business.

(l) other Liens, including Liens imposed by Environmental Laws, arising in the ordinary course of its business which (i) do not secure Indebtedness (other than Liens on cash and cash equivalents that secure letters of credit), (ii) do not secure any obligation in an amount exceeding \$10,000,000 at any time and (iii) do not in the aggregate materially detract from the value of its assets or materially impair the use thereof in the operation of its business.

(m) after the Investment Grade Rating Date, any Lien on any asset of any Person existing at the time such Person is merged or consolidated with or into the Borrower, the Parent or any Subsidiary and not created in contemplation of such event; provided, that the aggregate Indebtedness secured by such Liens, when aggregated with the aggregate Indebtedness secured by Liens permitted pursuant to Section 8.2(n), shall not at any time exceed 50% of Consolidated EBITDA for the four consecutive fiscal quarter period most recently ended.

(n) after the Investment Grade Rating Date, any Lien existing on any asset prior to the acquisition thereof by the Borrower, the Parent or any Subsidiary and not created in contemplation of such acquisition; provided, that the aggregate Indebtedness secured by such Liens, when aggregated with the aggregate Indebtedness secured by Liens permitted pursuant to Section 8.2(m), shall not at any time exceed 50% of Consolidated EBITDA for the four consecutive fiscal quarter period most recently ended.

(o) other Liens securing Indebtedness or obligations in an amount not to exceed, in the aggregate, at any one time 10% of Consolidated Net Tangible Assets; provided, for purposes of this Section 8.2(o), with respect to any such secured Indebtedness of a non-wholly-owned Subsidiary of the Parent or Borrower with no recourse to any Credit Party or any wholly-owned Subsidiary thereof, only that portion of such Indebtedness reflecting Parent's pro rata ownership interest therein shall be included in calculating compliance herewith.

8.3 Consolidation and Merger.

A Credit Party will not, and will not permit any of its Subsidiaries to, (a) enter into any transaction of merger or (b) consolidate, liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); provided, that: (i) a Person (including a Subsidiary of the Borrower) may be merged or consolidated with or into the Borrower or the Parent so long as (A) the Borrower or the Parent, as the case may be, shall be the continuing or surviving entity, (B) no Default or Event of Default shall exist or be caused thereby, (C) if the Parent or the Borrower has a Debt Rating at the time of such merger or consolidation, the Parent or the Borrower, as applicable, is not downgraded by a Designated Rating Agency as a result of such transaction to a rating below an Investment Grade Rating (or equivalent rating if the Parent or the Borrower, as applicable, has selected a Designated Rating Agency other than S&P, Moody's or Fitch), as applicable and (D) the Borrower or the Parent, as applicable, remains liable for its obligations under this Credit Agreement and all the rights and remedies hereunder remain in full force and effect, (ii) a Subsidiary of the Parent may merge with or into another Subsidiary of the Parent; provided that if one of such Subsidiaries is a Guarantor, the surviving entity must be a Guarantor and (iii) any such merger, consolidation, liquidation, winding up or dissolution in connection with any Disposition permitted under Section 8.4 hereof shall be permitted hereunder.

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8.4 Dispositions.

A Credit Party will not make, nor permit its Subsidiaries to make any Disposition except:

- (a) Dispositions of inventory in the ordinary course of business;
- (b) Dispositions of machinery and equipment no longer used or useful in the conduct of business of a Credit Party and its Subsidiaries that are Disposed of in the ordinary course of business;
- (c) Dispositions of assets to a Credit Party;
- (d) Dispositions of Investments permitted under Section 8.7;
- (e) Dispositions of accounts receivable in connection with the collection or compromise thereof;
- (f) Dispositions of licenses, sublicenses, leases or subleases granted to others not interfering in any material respect with the business of a Credit Party and its Subsidiaries;
- (g) Dispositions of Cash Equivalents for fair market value;
- (h) Dispositions in which: (i) the assets being disposed are used simultaneously in exchange for replacement assets or (ii) the net proceeds thereof are either (A) reinvested within 365 days from such Disposition in assets to be used in the ordinary course of the business of the Parent and its Subsidiaries and/or (B) used to permanently reduce the Revolving Committed Amount on a dollar for dollar basis.
- (i) other Dispositions not exceeding in the aggregate for all Credit Parties and their Subsidiaries (i) 10% of Consolidated Net Tangible Assets in any fiscal year measured as of the date of determination and (ii) 25% of Consolidated Net Tangible Assets during the term of this Credit Agreement.

8.5 Transactions with Affiliates.

A Credit Party will not, and will not permit any Subsidiary to, directly or indirectly, pay any funds to or for the account of, make any investment in, lease, sell, transfer or otherwise dispose of any assets, tangible or intangible, to, or participate in, or effect, any transaction with, any officer, director, employee or Affiliate (other than another Credit Party) unless any and all such transactions between a Credit Party and its Subsidiaries on the one hand and any officer, director, employee or Affiliate (other than another Credit Party) on the other hand, shall be on an arms-length basis and on terms no less favorable to such Credit Party or such Subsidiary than could have been obtained from a third party who was not an officer, director, employee or Affiliate (other than another Credit Party); provided, that the foregoing provisions of this Section shall not (a) prohibit a Credit Party and each Subsidiary from declaring or paying any lawful dividend or distribution otherwise permitted hereunder, (b) prohibit a Credit Party or a Subsidiary from providing credit support for its Subsidiaries as it deems appropriate in the ordinary course of business, (c) prohibit a Credit Party or a Subsidiary from engaging in a transaction or transactions that are not on an arms-length basis or are not on terms as favorable as could have been obtained from a third party, provided that such transaction or transactions occurs within a related series of transactions, which, in the aggregate, are on an arms-length basis and are on terms as favorable as could have been obtained from a third party, (d) prohibit a Credit Party or a Subsidiary from engaging in non-material transactions with any Credit Party that are not on an arms-length basis or are not on terms as favorable as could have been obtained from a third party but are in the ordinary course of such Credit Party's or such Subsidiary's business, so long as, in each case, after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, (e) prohibit a Credit Party or a Subsidiary from engaging in a transaction with an Affiliate if such transaction has been approved by the Conflicts Committee, (f) prohibit a Credit Party or a Subsidiary from entering into any of the agreements listed on Schedule 8.5 or (g) prohibit a Credit Party or a Subsidiary from compensating its employees and officers in the ordinary course of business.

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8.6 Indebtedness.

Prior to the Investment Grade Rating Date, no Credit Party will, nor will it permit its Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness, except:

- (a) Indebtedness under the Credit Documents;
- (b) Investments permitted under Section 8.7 that would constitute Indebtedness;
- (c) obligations (contingent or otherwise) of a Credit Party or any Subsidiary existing or arising under (i) any Credit Facility Swap Contract or (ii) any other Swap Contract; provided that with respect to clauses (i) and (ii) above (A) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a “market view” and (B) such Credit Facility Swap Contract or Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;
- (d) current liabilities of the Credit Parties or their respective Subsidiaries incurred in the ordinary course of business but not incurred through (i) the borrowing of money or (ii) the obtaining of credit except for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services;
- (e) Indebtedness in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies to the extent that payment therefor shall not at the time be required to be made in accordance with the provisions of this Credit Agreement;
- (f) Indebtedness in respect of judgments or awards only to the extent, for the period and for an amount not resulting in a Default or Event of Default;
- (g) Indebtedness outstanding under the Bridge Facility in an amount not to exceed \$88,000,000; and
- (h) other unsecured Indebtedness in an aggregate amount not to exceed, at any one time outstanding, the greater of (i) \$50,000,000 and (ii) 10% of Consolidated Net Tangible Assets.

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On and after the Investment Grade Rating Date, no Credit Party will, nor will it permit its Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness (other than Loans hereunder) unless at the time of the incurrence thereof, after giving thereto: (x) the Credit Parties are in pro forma compliance with the initial financial covenant set forth in Section 7.10(a), determined as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 7.1(a) or (b), as applicable, and (y) no Default or Event of Default shall have occurred and be continuing.

Notwithstanding anything in this Section 8.6 to the contrary, no Subsidiary of the Parent that is not a Credit Party shall be permitted to create, incur, assume or suffer to exist any Indebtedness. The foregoing sentence shall not restrict any Indebtedness of a Person existing at the time such Person became a Subsidiary of the Parent, to the extent such Indebtedness was not incurred in connection with or in contemplation of, such Person becoming a Subsidiary; provided, that the principal amount of such Indebtedness is not increased at the time of any refinancing, refunding, renewal or extension thereof.

8.7 Investments.

Prior to the Investment Grade Rating Date, no Credit Party will, nor will it permit its Subsidiaries to, make any Investments, except:

- (a) Investments held by a Credit Party or a Subsidiary in the form of cash or Cash Equivalents;
- (b) Investments in any wholly-owned Subsidiary;
- (c) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;
- (d) Investments in Permitted Acquisitions and capital expenditures in the ordinary course;
- (e) Investments in Credit Facility Swap Contracts and other Swap Contracts permitted by Section 8.6;
- (f) Loans and advances to the general partner of the Borrower or the Parent to enable such general partner of the to pay general and administrative costs and expenses pursuant to the partnership agreement of the Borrower or Parent, as applicable; and
- (g) other Investments in an aggregate amount not to exceed, at any one time outstanding, 25% of Consolidated Net Tangible Assets.

8.8 Restricted Payments.

Prior to the Investment Grade Rating Date, no Credit Party will, nor will it permit its Subsidiaries to, declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

- (a)(i) the Borrower may make Restricted Payments to the Parent, (ii) any Subsidiary may make Restricted Payments to any Credit Party or any wholly-owned Subsidiary of Parent or Borrower, and (iii) any non-wholly-owned Subsidiary may make Restricted Payments to its owners on a pro rata basis in accordance with such owners' pro rata ownership interest therein;

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(b) a Credit Party or Subsidiary may declare and make dividend payments or other distributions payable solely in the Capital Stock of such Person;

(c) the Credit Parties may make cash distributions to their Affiliates and redeem limited partnership units with the proceeds of the Term Loans; provided, that (i) each such distribution or redemption shall be made in connection with a contribution of assets to the Credit Parties from their Affiliates and (ii) the amount of such distribution or redemption shall be less than or equal to the fair market value of the assets (net of any consideration given by the Credit Parties with respect to such assets) contributed to the Credit Parties in connection therewith, as determined by the Credit Parties in good faith;

(d) as long as no Default or Event of Default exists and is continuing, the Credit Parties may make quarterly cash distributions in an amount not to exceed Available Cash for such period; and

(e) the Parent or Borrower may repurchase their respective limited partnership units in an aggregate amount not exceeding \$5,000,000 in any fiscal year.

SECTION 9.

EVENTS OF DEFAULT

9.1 Events of Default.

An Event of Default shall exist upon the occurrence of any of the following specified events (each an “Event of Default”):

(a) Payment. A Credit Party shall: (i) default in the payment when due of any principal amount of any of the Loans or of any reimbursement obligation arising from drawings under any Letters of Credit; or (ii) default, and such default shall continue for five or more Business Days, in the payment when due of any interest on the Loans or of any fees or other amounts owing hereunder, under any of the other Credit Documents or in connection herewith.

(b) Representations. Any representation, warranty or statement made or deemed to be made by a Credit Party herein, in any of the other Credit Documents, or in any statement or certificate delivered or required to be delivered pursuant hereto or thereto shall prove to have been untrue in any material respect on the date as of which it was deemed to have been made.

(c) Covenants. A Credit Party shall:

(i) default in the due performance or observance of any term, covenant or agreement contained in Section 7.1(f), 7.8, 7.10, 7.11, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 or 8.8;

(ii) default in the due performance or observance by it of any term, covenant or agreement contained in Section 7.13 of this Credit Agreement and such default shall continue unremedied for a period of at least 5 Business Days after notice of such default is given by the Agent or a Lender to the Borrower; or

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(iii) default in the due performance or observance by it of any term, covenant or agreement (other than those referred to in subsections (a), (b), (c)(i) or (c)(ii) of this Section 9.1) contained in this Credit Agreement or any other Credit Document and such default shall continue unremedied for a period of at least 30 days after the earlier of (A) a Responsible Officer of a Credit Party becoming aware of such default or (B) notice of such default is given by the Agent or a Lender to the Borrower.

(d) Credit Documents.

(i) Any Credit Document shall fail to be in full force and effect or a Credit Party shall so assert or any Credit Document shall fail to give the Agent and/or the Lenders the rights, powers and privileges purported to be created thereby; or

(ii) The Agent shall cease to have a valid, perfected, first priority Lien on any Cash Collateral in any Cash Collateral Account for any reason.

(e) Bankruptcy, etc. The occurrence of any of the following with respect to a Credit Party or a Subsidiary (i) a court or governmental agency having jurisdiction in the premises shall enter a decree or order for relief in respect of such Credit Party or Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of such Credit Party or Subsidiary or for any substantial part of its property or ordering the winding up or liquidation of its affairs; or (ii) an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect is commenced against such Credit Party or Subsidiary and such petition remains unstayed and in effect for a period of 90 consecutive days; or (iii) such Credit Party or Subsidiary shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of such Person or any substantial part of its property or make any general assignment for the benefit of creditors; or (iv) such Credit Party or Subsidiary shall admit in writing its inability to pay its debts generally as they become due or any action shall be taken by such Person in furtherance of any of the aforesaid purposes.

(f) Defaults under Other Agreements. With respect to any Indebtedness, including any Off Balance Sheet Indebtedness, in excess of the greater of (i) \$10,000,000 or (ii) the lesser of (x) three percent (3%) of Consolidated Net Tangible Assets and (y) \$100,000,000 (other than Indebtedness outstanding under this Credit Agreement) of a Credit Party or any Subsidiary such Credit Party or such Subsidiary shall (A) default in any payment (beyond the applicable grace period with respect thereto, if any) with respect to any such Indebtedness or fail to timely pay such Indebtedness when due, or (B) default (after giving effect to any applicable grace period) in the observance or performance of any covenant or agreement relating to such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event or condition shall occur or condition exist, the effect of which default or other event or condition in this clause (B) is to cause any such Indebtedness to become due prior to its stated maturity.

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(g) Judgments. One or more judgments, orders, or decrees shall be entered against a Credit Party or a Subsidiary involving a liability, in the aggregate, in excess of the greater of (i) \$10,000,000 or (ii) the lesser of (x) three percent (3%) of Consolidated Net Tangible Assets and (y) \$50,000,000 (to the extent not paid or covered by insurance provided by a carrier who has acknowledged coverage) and such judgments, orders or decrees shall continue unsatisfied, undischarged and unstayed for a period ending on the first to occur of (i) the last day on which such judgment, order or decree becomes final and unappealable and, where applicable, with the status of a judicial lien or (ii) 45 days.

(h) ERISA. The occurrence of:

(i) any of the following events or conditions which could result in a liability of a Credit Party or an ERISA Affiliate, in the aggregate, in excess of the greater of (i) \$10,000,000 or (ii) the lesser of (x) three percent (3%) of Consolidated Net Tangible Assets and (y) \$25,000,000: (A) any “accumulated funding deficiency,” as such term is defined in Section 302 of ERISA and Section 412 of the Code, whether or not waived, shall exist with respect to any Plan, or any lien shall arise on the assets of the Borrower or any ERISA Affiliate in favor of the PBGC or a Plan; or (B) any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) or breach of fiduciary responsibility shall occur which would be reasonably expected to subject the Borrower or any ERISA Affiliate to any liability under Sections 406, 409, 502(i), or 502(l) of ERISA or Section 4975 of the Code, or under any agreement or other instrument pursuant to which the Borrower or any ERISA Affiliate has agreed or is required to indemnify any person against any such liability; or

(ii) any of the following events or conditions which could result in a liability of a Credit Party or an ERISA Affiliate, in the aggregate, in excess of the greater of (i) \$10,000,000 or (ii) the lesser of (x) three percent (3%) of Consolidated Net Tangible Assets and (y) \$50,000,000: (A) a Termination Event shall occur with respect to a Single Employer Plan which is, in the reasonable opinion of the Agent, likely to result in the termination of such Plan for purposes of Title IV of ERISA; or (B) a Termination Event shall occur with respect to a Multiemployer Plan or Multiple Employer Plan which is, in the reasonable opinion of the Agent, likely to result in (x) the termination of such Plan for purposes of Title IV of ERISA, or (y) the Borrower or any ERISA Affiliate incurring any liability in connection with a withdrawal from, reorganization of (within the meaning of Section 4241 of ERISA), or insolvency (within the meaning of Section 4245 of ERISA) of such Plan.

(i) Change of Control. The occurrence of any Change of Control.

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9.2 Acceleration; Remedies.

Upon the occurrence of an Event of Default, and at any time thereafter unless and until such Event of Default has been waived by the Required Lenders (or the Lenders as may be required hereunder), the Agent may, with the consent of the Required Lenders, and shall, upon the request and direction of the Required Lenders, by written notice to the Borrower take any of the following actions without prejudice to the rights of the Agent or any Lender to enforce its claims against the Borrower, except as otherwise specifically provided for herein:

(i) **Termination of Commitments.** Declare the Commitments and the obligation of the Issuing Bank to issue any Letter of Credit to be terminated whereupon the Commitments and such obligation of the Issuing Bank to issue any Letter of Credit shall be immediately terminated.

(ii) **Acceleration of Loans and Letters of Credit.** Declare the unpaid principal of and any accrued interest in respect of all Loans, any reimbursement obligations arising from drawings under Letters of Credit and any and all other indebtedness or obligations of any and every kind owing by the Credit Parties to any of the Lenders hereunder to be due whereupon the same shall be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

(iii) **Cash Collateralize Letters of Credit.** Direct the Borrower to pay (and the Borrower agrees that upon receipt of such notice, or upon the occurrence of an Event of Default under Section 9.1(e), it will immediately pay) to the Issuing Lender additional cash, to be held by the Issuing Lender, for the benefit of the Lenders, in a cash collateral account as security for the LOC Obligations in respect of subsequent drawings under all then outstanding Letters of Credit in an amount equal to the maximum aggregate amount which may be drawn under all Letters of Credits then outstanding.

(iv) **Enforcement of Rights.** Enforce any and all rights and interests created and existing under the Credit Documents, including, without limitation, all rights of set-off.

(v) **Cash Collateral.** Liquidate the Cash Collateral and apply the proceeds thereof to repay the Term Loans then outstanding.

Notwithstanding the foregoing, if an Event of Default specified in Section 9.1(e) shall occur, then the Commitments and the obligation of the Issuing Bank to issue any Letter of Credit shall automatically terminate and all Loans, all reimbursement obligations under Letters of Credit, all accrued interest in respect thereof, all accrued and unpaid fees and other indebtedness or obligations owing to the Lenders and the Agent hereunder shall immediately become due and payable without the giving of any notice or other action by the Agent or the Lenders.

Notwithstanding the fact that enforcement powers reside primarily with the Agent, each Lender has, to the extent permitted by law, a separate right of payment and shall be considered a separate "creditor" holding a separate "claim" within the meaning of Section 101(5) of the Bankruptcy Code or any other insolvency statute.

9.3 Allocation of Payments After Event of Default.

Notwithstanding any other provision of this Credit Agreement, after the occurrence of an Event of Default, all amounts collected or received by the Agent or any Lender on account of amounts outstanding under any of the Credit Documents shall be paid over or delivered as follows:

FIRST, to the payment of all reasonable out-of-pocket costs and expenses (including without limitation reasonable attorneys' fees) of the Agent and the Lenders in connection with enforcing the rights of the Lenders under the Credit Documents, pro rata as set forth below;

SECOND, to payment of any fees owed to the Agent, or any Lender, pro rata as set forth below;

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THIRD, to the payment of all accrued interest payable to the Lenders hereunder, pro rata as set forth below;

FOURTH, to the payment of the outstanding principal amount of the Loans and to the payment or cash collateralization of the outstanding LOC Obligations, pro rata, as set forth below;

FIFTH, to all other obligations which shall have become due and payable under the Credit Documents and not repaid pursuant to clauses "FIRST" through "FOURTH" above; and

SIXTH, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus;
provided, that all amounts collected from the proceeds of Cash Collateral shall be used to repay the Term Loans.

In carrying out the foregoing, (a) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (b) each of the Lenders shall receive an amount equal to its pro rata share (based on the proportion that the then outstanding Loans and LOC Obligations held by such Lender bears to the aggregate then outstanding Loans and LOC Obligations), of amounts available to be applied; and (c) to the extent that any amounts available for distribution pursuant to clause "FOURTH" above are attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by the Agent in a cash collateral account and applied (i) first, to reimburse the Issuing Lender from time to time for any drawings under such Letters of Credit and (ii) then, following the expiration of all Letters of Credit, to all other obligations of the types described in clauses "FOURTH", "FIFTH" and "SIXTH" above in the manner provided in this Section 9.3.

SECTION 10. AGENCY PROVISIONS

10.1 Appointment.

Each Lender hereby designates and appoints Wachovia Bank, National Association, as agent of such Lender to act as specified herein and the other Credit Documents, and each such Lender hereby authorizes the Agent, as the agent for such Lender, to take such action on its behalf under the provisions of this Credit Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated by the terms hereof and of the other Credit Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere herein and in the other Credit Documents, the Agent shall not have any duties or responsibilities, except those expressly set forth herein and therein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Credit Agreement or any of the other Credit Documents, or shall otherwise exist against the Agent. The provisions of this Section are solely for the benefit of the Agent and the Lenders and no Credit Party shall have any rights as a third party beneficiary of the provisions hereof. In performing its functions and duties under this Credit Agreement and the other Credit Documents, the Agent shall act solely as agent of the Lenders and does not assume and shall not be deemed to have assumed any obligation or relationship of agency or trust with or for any Credit Party. All institutions acting as a Co-Syndication Agent or Co-Documentation Agent hereunder shall have no obligations in such capacity under the Credit Documents.

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10.2 Delegation of Duties.

The Agent may execute any of its duties hereunder or under the other Credit Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible to the Lenders for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

10.3 Exculpatory Provisions.

Neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection herewith or in connection with any of the other Credit Documents (except for its or such Person's own gross negligence or willful misconduct), or responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Credit Party contained herein or in any of the other Credit Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Agent under or in connection herewith or in connection with the other Credit Documents, or enforceability or sufficiency thereof of any of the other Credit Documents, or for any failure of any Credit Party to perform its obligations hereunder or thereunder. The Agent shall not be responsible to any Lender for the effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of this Credit Agreement, or any of the other Credit Documents or for any representations, warranties, recitals or statements made herein or therein or made by any Credit Party in any written or oral statement or in any financial or other statements, instruments, reports, certificates or any other documents in connection herewith or therewith furnished or made by the Agent to the Lenders or by or on behalf of any Credit Party to the Agent or any Lender or be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained herein or therein or as to the use of the proceeds of the Loans or of the existence or possible existence of any Default or Event of Default or to inspect the properties, books or records of any Credit Party. The Agent is not a trustee for the Lenders and owes no fiduciary duty to the Lenders.

10.4 Reliance on Communications.

The Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Credit Parties, independent accountants and other experts selected by the Agent with reasonable care). The Agent may deem and treat the Lenders as the owner of its interests hereunder for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agent in accordance with Section 11.3(b). The Agent shall be fully justified in failing or refusing to take any action under this Credit Agreement or under any of the other Credit Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder or under any of the other Credit Documents in accordance with a request of the Required Lenders (or to the extent specifically provided in Section 11.6, all the Lenders) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders (including their successors and assigns).

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10.5 Notice of Default.

The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder (other than an Event of Default specified in Section 9.1(a)) unless the Agent has received notice from a Lender or the Borrower referring to the Credit Document, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Agent receives such a notice, the Agent shall give prompt notice thereof to the Lenders. The Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders.

10.6 Non-Reliance on Agent and Other Lenders.

Each Lender expressly acknowledges that neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Agent or any Affiliate thereof hereinafter taken, including any review of the affairs of the Credit Parties, shall be deemed to constitute any representation or warranty by the Agent to any Lender. Each Lender represents to the Agent that it has, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, assets, operations, property, financial and other conditions, prospects and creditworthiness of the Credit Parties and made its own decision to make its Extensions of Credit hereunder and enter into this Credit Agreement. Each Lender also represents that it will, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Credit Agreement, and to make such investigation as it deems necessary to inform itself as to the business, assets, operations, property, financial and other conditions, prospects and creditworthiness of the Credit Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, assets, property, financial or other conditions, prospects or creditworthiness of the Credit Parties which may come into the possession of the Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

10.7 Indemnification.

Each Lender agrees to indemnify the Agent (including for purposes of this Section 10.7 the Agent in its capacity as Issuing Lender) in its capacity as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to its Commitment Percentage, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including without limitation at any time following the payment in full of the Credit Parties Obligations) be imposed on, incurred by or asserted against the Agent in its capacity as such in any way relating to or arising out of this Credit Agreement or the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Agent. If any indemnity furnished to the Agent for any purpose shall, in the opinion of the Agent, be insufficient or become impaired, the Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished. The agreements in this Section 10.7 shall survive the payment of the Obligations and all other amounts payable hereunder and under the other Credit Documents and the termination of the Commitments.

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10.8 Agent in Its Individual Capacity.

The Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with a Credit Party as though the Agent were not Agent hereunder. With respect to the Loans made, Letters of Credit issued and all Obligations owing to it, the Agent shall have the same rights and powers under this Credit Agreement as any Lender and may exercise the same as though it were not the Agent, and the terms "Lender" and "Lenders" shall include the Agent in its individual capacity.

10.9 Successor Agent.

The Agent may, at any time, resign upon 30 days written notice to the Lenders and the Borrower. Upon any such resignation, the Borrower with the consent of the Required Lenders (such consent of the Required Lenders not to be unreasonably withheld or delayed) shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed and shall have accepted such appointment within 30 days after the notice of resignation, then the retiring Agent shall in consultation with the Borrower, select a successor Agent provided such successor is a Lender hereunder or qualifies as an Eligible Assignee (or if no Eligible Assignee shall have been so appointed by the retiring Agent and shall have accepted such appointment, then the Lenders shall perform all obligations of the retiring Agent hereunder until such time, if any, as a successor Agent shall have been appointed and shall have accepted such appointment as provided for above). Upon the acceptance of any appointment as Agent hereunder by a successor, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations as Agent, as appropriate, under this Credit Agreement and the other Credit Documents and the provisions of this Section 10.9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Credit Agreement; provided, if such successor Agent shall have been appointed without the consent of the Borrower, such successor Agent may be replaced by the Borrower with the consent of the Required Lenders so long as no Event of Default has occurred and is continuing.

SECTION 11. MISCELLANEOUS

11.1 Notices.

(a) Except as otherwise expressly provided herein, all notices and other communications shall have been duly given and shall be effective (i) when delivered, (ii) when transmitted via telecopy (or other facsimile device), (iii) the Business Day following the day on which the same has been delivered prepaid (or pursuant to an invoice arrangement) to a reputable national overnight air courier service, or (iv) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address or telecopy numbers set forth on Schedule 11.1, or at such other address as such party may specify by written notice to the other parties hereto.

(b) Notwithstanding anything herein to the contrary, notices and other communications to the Agent, the Lenders and the Credit Parties, may be delivered or furnished by electronic communication (including email, Internet or intranet website) pursuant to procedures approved by the Agent; provided that the certificate required to be delivered by Section 7.1(d) must be delivered in original form.

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11.2 Right of Set-Off.

In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence of an Event of Default and the commencement of remedies described in Section 9.2, each Lender is authorized at any time and from time to time, without presentment, demand, protest or other notice of any kind (all of which rights being hereby expressly waived), to set-off and to appropriate and apply any and all deposits (general or special) and any other indebtedness at any time held or owing by such Lender (including, without limitation branches, agencies or Affiliates of such Lender wherever located) to or for the credit or the account of the Borrower against obligations and liabilities of the Borrower to the Lenders hereunder, under the Notes, the other Credit Documents or otherwise, irrespective of whether the Agent or the Lenders shall have made any demand hereunder and although such obligations, liabilities or claims, or any of them, may be contingent or unmatured, and any such set-off shall be deemed to have been made immediately upon the occurrence of an Event of Default even though such charge is made or entered on the books of such Lender subsequent thereto.

11.3 Benefit of Agreement.

(a) Generally. This Credit Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, that the Borrower may not assign and transfer any of its interests without the prior written consent of the Lenders; and provided, further, that the rights of each Lender to transfer, assign or grant participations in its rights and/or obligations hereunder shall be limited as set forth below in this Section 11.3.

(b) Assignments. Each Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Credit Agreement (including, without limitation, all or a portion of its Loans, its Notes, its LOC Obligations and its Commitment); provided, however, that:

(i) each such assignment shall be to an Eligible Assignee;

(ii) except in the case of an assignment to another Lender or an assignment of all of a Lender's rights and obligations under this Credit Agreement, any such partial assignment shall be in an amount at least equal to \$10,000,000 (or, if less, the remaining amount of the Commitment (which for this purpose includes Loans and LOC Obligations) being assigned by such Lender) and an integral multiple of \$1,000,000 in excess thereof; and

(iii) the parties to such assignment shall execute and deliver to the Agent for its acceptance an Assignment Agreement in substantially the form of Exhibit 11.3(b), together with a processing fee from the assignor of \$3,500.

Upon execution, delivery, and acceptance of such Assignment Agreement, the assignee thereunder shall be a party hereto and, to the extent of such assignment, have the obligations, rights, and benefits of a Lender hereunder and the assigning Lender shall, to the extent of such assignment, relinquish its rights (except those rights hereunder which by their terms expressly survive) and be released from its obligations under this Credit Agreement. Upon the consummation of any assignment pursuant to this Section 11.3(b), the assignor, the Agent and the Borrower shall make appropriate arrangements so that, if required, new Notes are issued to the assignor and the assignee. If the assignee is not incorporated under the laws of the United States of America or a state thereof, it shall deliver to the Borrower and the Agent certification as to exemption from deduction or withholding of taxes in accordance with Section 4.4.

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By executing and delivering an assignment agreement in accordance with this Section 11.3(b), the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim created by such assigning Lender and the assignee warrants that it is an Eligible Assignee; (B) except as set forth in clause (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Credit Agreement, any of the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Credit Agreement, any of the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto or the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under this Credit Agreement, any of the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto; (C) such assigning Lender and such assignee represents and warrants that it is legally authorized to enter into such assignment agreement; (D) such assignee confirms that it has received a copy of this Credit Agreement, the other Credit Documents and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such assignment agreement; (E) such assignee will independently and without reliance upon the Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Credit Agreement and the other Credit Documents; (F) such assignee appoints and authorizes the Agent to take such action on its behalf and to exercise such powers under this Credit Agreement or any other Credit Document as are delegated to the Agent by the terms hereof or thereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Credit Agreement and the other Credit Documents are required to be performed by it as a Lender.

(c) Register. The Agent shall maintain a copy of each Assignment Agreement delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment of, and principal amount of the Loans owing to, each Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Credit Agreement. The Register shall be available for inspection by the Borrower or any Lender (with respect to any entry relating to such Lender's Loans, Notes, LOC Obligations or Commitment) at any reasonable time and from time to time upon reasonable prior notice.

(d) Acceptance. Upon its receipt of an Assignment Agreement executed by the parties thereto, together with any Note subject to such assignment and payment of the processing fee, the Agent shall, if such Assignment Agreement has been completed and is in substantially the form of Exhibit 11.3(b) hereto, (i) accept such Assignment Agreement, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the parties thereto.

(e) Participations. Each Lender may sell participations to one or more Persons in all or a portion of its rights, obligations or rights and obligations under this Credit Agreement (including all or a portion of its Commitment, its Notes, its LOC Obligations and its Loans); provided, however, that (i) such Lender's obligations under this Credit Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participant shall be entitled to the benefit of the yield protection provisions contained in Sections 4.1 through 4.4, inclusive, but shall not be entitled to receive any amount greater than such Lender would have been able to receive, and (iv) the Borrower shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Credit Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrower relating to its Loans, its Notes and its LOC Obligations and to approve any amendment, modification, or waiver of any provision of this Credit Agreement (other than amendments, modifications, or waivers decreasing the amount of principal of or the rate at which interest is payable on such Loans or Notes, extending any scheduled principal payment date or date fixed for the payment of interest on such Loans or Notes, or extending its Commitment).

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(f) Nonrestricted Assignments. Notwithstanding any other provision set forth in this Credit Agreement, any Lender may at any time assign and pledge all or any portion of its Loans and its Notes to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Bank. No such assignment shall release the assigning Lender from its obligations hereunder.

(g) Information. Subject to Section 11.17, any Lender may furnish any information concerning the Borrower in the possession of such Lender from time to time to assignees and participants (including prospective assignees and participants).

11.4 No Waiver; Remedies Cumulative.

No failure or delay on the part of the Agent or any Lender in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between the Borrower and the Agent or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies which the Agent or any Lender would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Agent or the Lenders to any other or further action in any circumstances without notice or demand.

11.5 Payment of Expenses, etc.

The Borrower agrees to: (i) pay all reasonable out-of-pocket costs and expenses of the Agent in connection with (A) the negotiation, preparation, execution and delivery, syndication and administration of this Credit Agreement and the other Credit Documents and the documents and instruments referred to therein (including, without limitation, the reasonable fees and expenses of counsel to the Agent) and (B) any amendment, waiver or consent relating hereto and thereto including, but not limited to, any such amendments, waivers or consents resulting from or related to any work-out, renegotiation or restructure relating to the performance by the Borrower under this Credit Agreement, (ii) pay all reasonable out-of-pocket costs and expenses of the Agent and each Lender in connection with (A) enforcement of the Credit Documents and the documents and instruments referred to therein (including, without limitation, in connection with any such enforcement, the reasonable fees and disbursements of counsel for the Agent and each of the Lenders (including the allocated cost of internal counsel)) and (B) any bankruptcy or insolvency proceeding of any Credit Party and (iii) indemnify the Agent and each Lender, their respective Affiliates and the respective officers, directors, employees, representatives and agents of the foregoing from and hold each of them harmless against any and all losses, liabilities, claims, damages or expenses incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of, any investigation, litigation or other proceeding (whether or not the Agent or any Lender is a party thereto) related to the entering into and/or performance of any Credit Document or the use of proceeds of any Loans (including other extensions of credit) hereunder or the consummation of any other transactions contemplated in any Credit Document, including, without limitation, the reasonable fees and disbursements of counsel and settlement costs incurred in connection with any such investigation, litigation or other proceeding (but excluding any such losses, liabilities, claims, damages or expenses to the extent incurred by reason of gross negligence or willful misconduct on the part of the Person to be indemnified as determined by a court of competent jurisdiction by final and non-appealable judgment).

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11.6 Amendments, Waivers and Consents.

Neither this Credit Agreement, nor any other Credit Document nor any of the terms hereof or thereof may be amended, changed, waived, discharged or terminated unless such amendment, change, waiver, discharge or termination is in writing and signed by the Required Lenders and the Borrower (and if the rights or duties of the Issuing Bank are affected thereby, by it); provided, that no such amendment, change, waiver, discharge or termination shall without the consent of each Lender affected thereby:

- (a) extend the Maturity Date (except pursuant to Section 2.11), or postpone or extend the time for any payment or prepayment of principal (except pursuant to Section 3.3(b)) or the time of payment of any reimbursement obligation, or any portion thereof, arising from drawings under Letters of Credit;
- (b) reduce the rate or extend the time of payment of interest thereon or fees or other amounts payable hereunder;
- (c) reduce or waive the principal amount of any Loan or of any reimbursement obligation, or any portion thereof, arising from drawings under Letters of Credit;
- (d) increase (other than an increase to its Revolving Commitment resulting from an increase in the Revolving Committed Amount pursuant to the sale of Cash Collateral as set forth in Section 3.2(a)(iii)) or extend the Commitment of a Lender (it being understood and agreed that a waiver of any Default or Event of Default or a waiver of any mandatory reduction in the Commitments shall not constitute a change in the terms of any Commitment of any Lender);
- (e) consent to the assignment or transfer by the Borrower of any of its rights and obligations under (or in respect of) the Credit Documents or release the Borrower from its obligations under the Credit Documents;
- (f) amend, modify or waive any provision of this Section 11.6 or Section 2.10, 3.6, 3.8, 5.2, 9.1(a), 11.2, 11.3 or 11.5;
- (g) reduce any percentage specified in, or otherwise modify, the definition of Required Lenders;
- (h) release the Cash Collateral except as specifically permitted hereunder and by the Collateral Documents; or
- (i) release the Parent from its obligations under the Credit Documents or release all or substantially all of the other Guarantors from their obligations.

No provision of Section 10 may be amended or modified without the consent of the Agent.

No provision of Section 2.2 may be amended or modified without the consent of each Issuing Lender affected thereby.

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No provision of Section 2.8 may be amended or modified without the consent of the Swingline Lender.

Notwithstanding the fact that the consent of all the Lenders is required in certain circumstances as set forth above, (x) each Lender is entitled to vote as such Lender sees fit on any reorganization plan that affects the Loans or the Letters of Credit, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code supersede the unanimous consent provisions set forth herein and (y) the Required Lenders may consent to allow the Borrower to use cash collateral in the context of a bankruptcy or insolvency proceeding.

Notwithstanding anything above to the contrary, no consent of any Lender shall be required in connection with any amendment solely to evidence a new term loan pursuant to Section 2.1(b)(iii) and the creation of any Cash Collateral Account and Account Control Agreement and the establishment of required collateral amounts associated therewith other than a Lender providing a portion of such term loan.

11.7 Counterparts/Telecopy.

This Credit Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts by telecopy or other electronic means shall be as effective as an original and shall constitute a representation that an original will be delivered.

11.8 Headings.

The headings of the sections and subsections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Credit Agreement.

11.9 Defaulting Lender.

Each Lender understands and agrees that if such Lender is a Defaulting Lender then it shall not be entitled to vote on any matter requiring the consent of the Required Lenders or to object to any matter requiring the consent of all the Lenders; provided, however, that (a) a Lender's Commitment may not be increased without its consent whether or not it is a Defaulting Lender and (b) all other benefits and obligations under the Credit Documents shall apply to such Defaulting Lender.

11.10 Survival of Indemnification and Representations and Warranties.

All indemnities set forth herein and all representations and warranties made herein shall survive the execution and delivery of this Credit Agreement, the making of the Loans, the issuance of the Letters of Credit and the repayment of the Loans, LOC Obligations and other obligations and the termination of the Commitments hereunder.

11.11 Governing Law; Venue.

(a) THIS CREDIT AGREEMENT AND THE OTHER CREDIT DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Any legal action or proceeding with respect to this Credit Agreement or any other Credit Document may be brought in the courts of the State of New York, or of the United States for the Southern District of New York, and, by execution and delivery of this Credit Agreement, the Borrower hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. The Borrower further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at the address for notices pursuant to Section 11.1, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of a Lender to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against the Borrower in any other jurisdiction.

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(b) The Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Credit Agreement or any other Credit Document brought in the courts referred to in subsection (a) hereof and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

11.12 Waiver of Jury Trial; Waiver of Consequential Damages.

EACH OF THE PARTIES TO THIS CREDIT AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT, ANY OF THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY. The Borrower agrees not to assert any claim against the Agent, any Lender, any of their Affiliates, or any of their respective directors, officers, employees, attorneys or agents, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to any of the transactions contemplated hereby or by the other Credit Documents.

11.13 Severability.

If any provision of any of the Credit Documents is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

11.14 Further Assurances.

The Borrower agrees, upon the request of the Agent, to promptly take such actions, as reasonably requested, as are necessary to carry out the intent of this Credit Agreement and the other Credit Documents.

11.15 Entirety.

This Credit Agreement together with the other Credit Documents represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Credit Documents or the transactions contemplated herein and therein.

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11.16 Binding Effect; Continuing Agreement.

(a) This Credit Agreement shall become effective at such time when all of the conditions set forth in Section 5.1 have been satisfied or waived by the Lenders and it shall have been executed by the Borrower, the Agent and the Lenders, and thereafter this Credit Agreement shall be binding upon and inure to the benefit of the Borrower, the Agent and each Lender and their respective successors and permitted assigns. Upon this Credit Agreement becoming effective, the Existing Credit Agreement shall be deemed terminated and the Credit Parties and the lenders party to the Existing Credit Agreement shall no longer have any obligations thereunder (other than those obligations in the Existing Credit Agreement that expressly survive termination thereof).

(b) This Credit Agreement shall be a continuing agreement and shall remain in full force and effect until all Loans, LOC Obligations, interest, fees and other Obligations have been paid in full and all Commitments and Letters of Credit have been terminated. Upon such termination, the Borrower shall have no further obligations (other than those provisions that expressly survive the termination thereof) under the Credit Documents; provided, that should any payment, in whole or in part, of the Obligations be rescinded or otherwise required to be restored or returned by the Agent or any Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, then the Credit Documents shall automatically be reinstated and all amounts required to be restored or returned and all costs and expenses incurred by the Agent or any Lender in connection therewith shall be deemed included as part of the Obligations.

11.17 Confidentiality; USA PATRIOT Act.

(a) The Agent and each Lender will keep any information delivered or made available by the Borrower pursuant to this Credit Agreement confidential from anyone other than persons employed or retained by the Agent or such Lender and its Affiliates who are engaged in evaluating, approving, structuring or administering this Credit Agreement; provided, that the Agent and the Lenders shall be entitled to disclose such information (a) to any other Lender or to the Agent, (b) upon the order of any court or administrative agency, (c) upon the request or demand of any regulatory agency or authority, (d) which had been publicly disclosed other than as a result of a disclosure by the Agent or any Lender prohibited by this Agreement, (e) in connection with any litigation to which the Agent, any Lender or its subsidiaries or parent may be a party, (f) to the extent necessary in connection with the exercise of any remedy under this Agreement, (g) to such Lender's or Agent's legal counsel and independent auditors and (h) subject to provisions substantially similar to this Section 11.17, to any actual or proposed participant or assignee.

(b) Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

11.18 Acknowledgments.

The Borrower and the other Credit Parties each hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of each Credit Document;

(b) neither the Agent nor any Lender has any fiduciary relationship with or duty to the Borrower or any other Credit Party arising out of or in connection with this Credit Agreement and the relationship between the Agent and the Lenders, on one hand, and the Borrower and the other Credit Parties, on the other hand, in connection herewith is solely that of debtor and creditor; and

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(c) no joint venture exists among the Lenders or among the Borrower or the other Credit Parties and the Lenders.

SECTION 12.

GUARANTY

12.1 The Guaranty.

Each of the Guarantors hereby jointly and severally guarantees to each Lender, each Affiliate of a Lender that enters into a Credit Facility Swap Contract or a Treasury Management Agreement with a Credit Party, and the Agent as hereinafter provided, as primary obligor and not as surety, the prompt payment of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise) strictly in accordance with the terms thereof. The Guarantors hereby further agree that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise), the Guarantors will, jointly and severally, promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise) in accordance with the terms of such extension or renewal.

Notwithstanding any provision to the contrary contained herein or in any other of the Credit Documents, Credit Facility Swap Contracts or Treasury Management Agreements, the obligations of each Guarantor under this Agreement and the other Credit Documents shall be limited to an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under the Bankruptcy Code or any comparable provisions of any applicable state law.

12.2 Obligations Unconditional.

The obligations of the Guarantors under Section 12.1 are joint and several, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Credit Documents, Credit Facility Swap Contracts or Treasury Management Agreements, or any other agreement or instrument referred to therein, or any substitution, release, impairment or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 12.2 that the obligations of the Guarantors hereunder shall be absolute and unconditional under any and all circumstances. Each Guarantor agrees that such Guarantor shall have no right of subrogation, indemnity, reimbursement or contribution against either the Borrower or any other Guarantor for amounts paid under this Section 12 until such time as the Obligations have been paid in full and the Commitments have expired or terminated. Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by law, the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;

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(b) any of the acts mentioned in any of the provisions of any of the Credit Documents, any Credit Facility Swap Contract or Treasury Management Agreement between Credit Party and any Lender, or any Affiliate of a Lender, or any other agreement or instrument referred to in the Credit Documents, such Credit Facility Swap Contracts or such Treasury Management Agreements shall be done or omitted;

(c) the maturity of any of the Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Credit Documents, any Credit Facility Swap Contract or Treasury Management Agreement between any Credit Party and any Lender, or any Affiliate of a Lender, or any other agreement or instrument referred to in the Credit Documents, such Credit Facility Swap Contracts or such Treasury Management Agreements shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released, impaired or exchanged in whole or in part or otherwise dealt with;

(d) any Lien granted to, or in favor of, the Agent or any Lender or Lenders as security for any of the Obligations shall fail to attach or be perfected;
or

(e) any of the Obligations shall be determined to be void or voidable (including, without limitation, for the benefit of any creditor of any Guarantor) or shall be subordinated to the claims of any Person (including, without limitation, any creditor of any Guarantor).

With respect to its obligations hereunder, each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Agent or any Lender exhaust any right, power or remedy or proceed against any Person under any of the Credit Documents, any Credit Facility Swap Contract or any Treasury Management Agreement between any Credit Party and any Lender, or any Affiliate of a Lender, or any other agreement or instrument referred to in the Credit Documents, such Credit Facility Swap Contracts or such Treasury Management Agreements, or against any other Person under any other guarantee of, or security for, any of the Obligations.

12.3 Reinstatement.

The obligations of the Guarantors under this Section 12 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each Guarantor agrees that it will indemnify the Agent and each Lender on demand for all reasonable costs and expenses (including, without limitation, the reasonable fees, charges and disbursements of counsel) incurred by the Agent or such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

12.4 Certain Additional Waivers.

Each Guarantor further agrees that such Guarantor shall have no right of recourse to security for the Obligations, except through the exercise of rights of subrogation pursuant to Section 12.2 and through the exercise of rights of contribution pursuant to Section 12.6.

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12.5 Remedies.

The Guarantors agree that, to the fullest extent permitted by law, as between the Guarantors, on the one hand, and the Agent and the Lenders, on the other hand, the Obligations may be declared to be forthwith due and payable as provided in Section 9.2 (and shall be deemed to have become automatically due and payable in the circumstances provided in said Section 9.2) for purposes of Section 12.1 notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing the Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or the Obligations being deemed to have become automatically due and payable), the Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by the Guarantors for purposes of Section 12.1. The Guarantors acknowledge and agree that their obligations hereunder are secured in accordance with the terms hereof and of the Collateral Documents and that the Lenders may exercise their remedies thereunder in accordance with the terms thereof.

12.6 Rights of Contribution.

The Guarantors agree among themselves that, in connection with payments made hereunder, each Guarantor shall have contribution rights against the other Guarantors as permitted under applicable law. Such contribution rights shall be subordinate and subject in right of payment to the obligations of such Guarantors under the Credit Documents and no Guarantor shall exercise such rights of contribution until all Obligations have been paid in full and the Commitments have terminated.

12.7 Guarantee of Payment; Continuing Guarantee.

The guarantee in this Section 12 is a guaranty of payment and not of collection, is a continuing guarantee, and shall apply to all Obligations whenever arising.

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Each of the parties hereto has caused a counterpart of this Credit Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

DCP MIDSTREAM OPERATING, LP

By: /s/ Thomas E. Long

Thomas E. Long

Vice President and Chief Financial Officer

GUARANTORS:

DCP MIDSTREAM PARTNERS, LP

By: DCP Midstream GP, LP *its General Partner*

By: DCP Midstream GP, LLC *its General Partner*

By: /s/ Thomas E. Long

Thomas E. Long

Vice President and Chief Financial Officer

DCP MIDSTREAM OPERATING, LLC

By: /s/ Thomas E. Long

Thomas E. Long

Vice President and Chief Financial Officer

DCP ASSETS HOLDING GP, LLC

By: /s/ Thomas E. Long

Thomas E. Long

Vice President and Chief Financial Officer

DCP ASSETS HOLDING, LP

By: DCP Assets Holding GP, LLC *its General Partner*

By: /s/ Thomas E. Long

Thomas E. Long

Vice President and Chief Financial Officer

DCP BLACK LAKE HOLDING, LP

By: DCP Assets Holding GP, LLC *its General Partner*

By: /s/ Thomas E. Long

Thomas E. Long

Vice President and Chief Financial Officer

DCP Midstream Operating, LP
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ASSOCIATED LOUISIANA INTRASTATE PIPE LINE, LLC

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

DCP INTRASTATE PIPELINE, LLC

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

PELICO PIPELINE, LLC

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

GAS SUPPLY RESOURCES LLC

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

GSRI TRANSPORTATION LLC

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

WILBREEZE PIPELINE, LP

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

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DCP LINDSAY, LLC

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

DCP MIDSTREAM FINANCE CORP.

By: /s/ Thomas E. Long
Thomas E. Long
Vice President and Chief Financial Officer

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LENDERS:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent
and as a Lender

By: /s/ Lawrence P. Sullivan

Name: Lawrence P. Sullivan

Title: Managing Director

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SUNTRUST BANK, as a Lender

By: /s/ Carmen J. Malizia

Name: Carmen J. Malizia

Title: Vice President

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CITIBANK, N.A., as a Lender

By: /s/ Amy Pineu

Name: Amy Pineu

Title: Attorney-in-Fact

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UBS LOAN FINANCE LLC, as a Lender

By: /s/ Richard L. Tavrow

Name: Richard L. Tavrow

Title: Director

By: /s/ David B. Julie

Name: David B. Julie

Title: Associate Director

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**KEY BANK, NATIONAL
ASSOCIATION, as a Lender**

By: /s/ Keven D. Smith

Name: Keven D. Smith

Title: Senior Vice President

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LEHMAN BROTHERS BANK, FSB, as a
Lender

By: /s/ Janine M. Shugan

Name: Janine M. Shugan

Title: Authorized Signatory

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**THE ROYAL BANK OF SCOTLAND
PLC**, as a Lender

By: /s/ Patricia Dundee

Name: Patricia Dundee

Title: Managing Director

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JPMORGAN CHASE BANK, N.A., as a
Lender

By: /s/ Tara Narasiman

Name: Tare Narasiman

Title: Associate

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**BANK OF TOKYO-MITSUBISHI UFJ
TRUST COMPANY, as a Lender**

By: /s/ A. Reiter

Name: A. Reiter

Title: Authorized Signatory

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By: /s/ Guy Evangelista

Name: Guy Evangelista

Title: Vice President

DCP Midstream Operating, LP
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By: /s/ Gabe Gomez

Name: Gabe Gomez

Title: Vice President

DCP Midstream Operating, LP
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By: /s/ Esther Carr

Name: Esther Carr

Title: Manager

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CREDIT SUISSE, Cayman Islands Branch
as a Lender

By: /s/ Thomas Cantello

Name: Thomas Cantello

Title: Director

By: /s/ Shaheen Malik

Name: Shaheen Malik

Title: Associate

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MERRILL LYNCH BANK USA, as a
Lender

By: /s/ Louis Alder

Name: Louis Alder

Title: Director

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BANK HAPOALIM B.M., as a Lender

By: /s/ Helen H. Gateson

Name: Helen H. Gateson

Title: Vice President

By: /s/ Charles McLaughlin

Name: Charles McLaughlin

Title: Senior Vice President

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Schedule 1.1

Commitment Percentages

<u>Name of Lender</u>	<u>Revolving Loans Commitment</u>	<u>Revolving Loans Commitment Percentage</u>	<u>Term Loan A2 Commitment</u>	<u>Term Loan A2 Commitment Percentage</u>	<u>Term Loan A3 Commitment</u>	<u>Term Loan A3 Commitment Percentage</u>
Wachovia Bank, National Association	\$52,235,294.13	8.705882353%	\$8,705,882.34	8.705882353%	\$13,058,823.53	8.705882353%
SunTrust Bank	\$52,235,294.13	8.705882353%	\$8,705,882.34	8.705882353%	\$13,058,823.53	8.705882353%
Citibank, N.A.	\$47,823,529.41	7.970588235%	\$7,970,588.24	7.970588235%	\$11,955,882.35	7.970588235%
The Royal Bank of Scotland PLC	\$47,823,529.41	7.970588235%	\$7,970,588.24	7.970588235%	\$11,955,882.35	7.970588235%
JPMorgan Chase Bank, N.A.	\$47,823,529.41	7.970588235%	\$7,970,588.24	7.970588235%	\$11,955,882.35	7.970588235%
Bank of Tokyo-Mitsubishi UFJ Trust Company	\$47,823,529.41	7.970588235%	\$7,970,588.24	7.970588235%	\$11,955,882.35	7.970588235%
Key Bank, National Association	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
Lehman Commercial Paper Inc.	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
UBS Loan Finance LLC	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
Wells Fargo Bank, N.A.	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
Bank of America, National Association	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
Barclays Bank PLC	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
Credit Suisse	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
Merrill Lynch Bank USA	\$36,705,882.35	6.117647059%	\$6,117,647.06	6.117647059%	\$9,176,470.59	6.117647059%
Bank Hapoalim	\$10,588,235.30	1.764705882%	\$1,764,705.88	1.764705882%	\$2,647,058.82	1.764705882%
Total	\$600,000,000	100%	\$100,000,000	100%	\$150,000,000	100%

SCHEDULE 2.2

Existing Letters of Credit

<u>Credit Party</u>	<u>LC #</u>	<u>Beneficiary</u>	<u>LC Amount global</u>	<u>Issue Date</u>	<u>Expiry Date</u>
DCP Midstream Operating	SM223440	Ace American Insurance Co.	\$190,500	12/15/2006	12/15/2007

SCHEDULE 6.13Subsidiaries

<u>Subsidiary</u>	<u>Owner(s)</u>	<u>Interest(s)</u>
DCP Midstream Partners, LP	DCP LP Holdings, LP	Limited Partner
	DCP Midstream GP, LP	General Partner
	Public	Common units
DCP Midstream Operating, LLC	DCP Midstream Partners, LP	100%
DCP Midstream Operating, LP	DCP Midstream Partners, LP	99.999% (LP)
	DCP Midstream Operating, LLC	.001% (GP)
DCP Assets Holding GP, LLC	DCP Midstream Operating, LP	100%
DCP Assets Holding, LP	DCP Midstream Operating, LP	99.5% (LP)
	DCP Assets Holding GP, LLC	.5% (GP)
DCP Black Lake Holdings, LP	DCP Assets Holding, LP	99.999% (LP)
	DCP Assets Holding GP, LLC	.001% (GP)
Associated Louisiana Interstate Pipe Line, LLC	DCP Assets Holding, LP	100%
DCP Intrastate Pipeline, LLC	DCP Assets Holding, LP	100%
Pelico Pipeline, LLC	DCP Assets Holding, LP	100%
Wilbreeze Pipeline, LP	DCP Assets Holding, LP	99.999% (LP)
	DCP Assets Holding GP, LLC	.001% (GP)
Gas Supply Resources LLC	DCP Assets Holding, LP	100%
GSRI Transportation LLC	Gas Supply Resources LLC	100%
DCP Lindsay, LLC	DCP Assets Holding, LP	100%
DCP Midstream Partners Finance Corp.	DCP Midstream Partners, LP	100%

Schedule 8.5

Affiliate Transactions

None.

Notices

Borrower

DCP Midstream Operating, LP
370 17th Street
Suite 2775
Denver, Colorado 80202
Attn: Tom Long
Vice President and Chief Financial Officer
Telephone: (303) 633 2910
Facsimile: (303) 633 2921

with a copy to:

DCP Midstream Operating, LP
370 17th Street
Suite 2775
Denver, Colorado 80202
Attn: Greg Lawhorn
Telephone: 303-633-2915
Facsimile: 303-633-2921

Agent

Wachovia Bank, National Association
301 South College Street
NC-0760, DC-06
Charlotte, North Carolina 28288-0760
Attn: Larry Sullivan
Telephone: 704-715-1794
Facsimile: 704-383-6647
E-mail: Larry.Sullivan@Wachovia.com

Operations contact and copies to:

Wachovia Bank, National Association
Charlotte Plaza
201 South College Street, CP-8
Charlotte, North Carolina 28288-0680
Attention: Syndication Agency Services
Telephone: 704-383-1366
Facsimile: 704-383-0288

Lenders

SunTrust Bank

SunTrust Bank

303 Peachtree Street, 10th Floor

Atlanta, GA 30308

Attn: Linda Stanley

Telephone: 404-532-0989

Facsimile: 404-827-6270

E-mail: Linda.Stanley@suntrust.com

Operations contact:

SunTrust Bank

303 Peachtree Street, 10th Floor

Atlanta, GA 30308

Attn: Tina Marie Edwards

Telephone: 404-588-8660

Facsimile: 404-230-1940

E-mail: tinamarie.edwards@suntrust.com

Citibank, N.A.

Citibank, N.A.

333 Clay Street, Suite 3700

Houston, TX 77002

Attn: Todd Mogil

Telephone: 713-654-3559

Facsimile: 713-481-0247

E-mail: todd.j.mogil@citi.com

Operations contact:

Citibank, N.A.

One Penn's Way

New Castle, DE 19720

Attn: Maryellen Winkler

Telephone: 302-894-6071

Facsimile: 302-994-0847

E-mail: maryellen.winkler@citi.com

UBS Loan Finance LLC

UBS Loan Finance LLC
677 Washington Boulevard
Stamford, CT 06901
Attn: Richard Tavrow
Telephone: 203-719-3562
Facsimile: 203-719-3092
E-mail: richard.tavrow@ubs.com

Operations contact:

UBS Loan Finance LLC
677 Washington Boulevard
Stamford, CT 06901
Attn: Marie Haddad
Telephone: 203-719-5609
Facsimile: 203-719-3888
E-mail: marie.haddad@ubs.com

Key Bank, National Association

Key Bank, National Association
601 108th Avenue NE, 5th Floor
Bellevue, Washington 98004
Attn: Keven D. Smith
Telephone: 425-709-4579
Facsimile: 425-709-4987
E-mail: Keven_D_Smith@keybank.com

Operations contact:

Key Bank, National Association
127 Public Square, 8th Floor
Cleveland, OH 44114
Attn: Yvette M. Dyson-Owens
Telephone: 216-689-4358
Facsimile: 216-689-5962
E-mail: Yvette_M_Dyson-Owens@keybank.com

Lehman Brothers Commercial Bank

Lehman Brothers Commercial Bank
745 7th Avenue, 5th Floor
New York, NY 10019
Attn: Frank Turner
Telephone: 212-526-1463
Facsimile: 646-758-1986
E-mail: Fturner@lehman.com

Operations contact:

Lehman Brothers Commercial Bank
745 7th Avenue, 16th Floor
New York, NY 10019
Attn: Wendy Lau
Telephone: 212-526-6560
Facsimile: 212-520-0450
E-mail: Wlau@lehman.com

The Royal Bank of Scotland PLC

The Royal Bank of Scotland plc
600 Travis Street, Suite 6500
Houston, TX 77002
Attn: Patricia Dundee
Telephone: 713-221-2423
Facsimile: 713-221-2430
E-mail: patricia.dundee@rbos.com

Operations contact:

The Royal Bank of Scotland plc
101 Park Avenue — 12th Floor
New York, NY 10178
Attn: Julie Strelchenko
Telephone: 212-401-1404
Facsimile: 212-401-1494
E-mail: julie.strelchenko@rbos.com

JPMorgan Chase Bank, N.A.

JPMorgan Chase Bank, N.A.

712 Main Street, Floor 12

Houston, TX 77002

Attn: Tara Narasiman

Telephone: 713-216-7738

Facsimile: 713-216-7794

E-mail: tara.t.narasiman@jpmorgan.com

Operations contact:

JPMorgan Chase Bank, N.A.

10 South Dearborn, Floor 07

Chicago, IL 60603-2003

Attn: Nanette Wilson

Telephone: 312-385-7084

Facsimile: 312-385-7096

E-mail: nanette.wilson@jpmchase.com

Bank of Tokyo-Mitsubishi UFJ Trust Company

Bank of Tokyo-Mitsubishi UFJ Trust Company

1251 Avenue of the Americas, 12th Floor

New York, NY 10020-1104

Attn: Alan Reiter, Vice President

Telephone: 212-782-5649

Facsimile: 212-782-6440

E-mail: areiter@us.mufg.jp

Operations contact:

Bank of Tokyo-Mitsubishi UFJ Trust Company

C/O The Bank of Tokyo-Mitsubishi UFJ, Ltd., NY Branch

1251 Avenue of the Americas, 12th Floor

New York, NY 10020-1104

Attn: Mr. Rolando Uy

Telephone: 201-413-8570

Facsimile: 201-521-2304 or 201-521-2305

Wells Fargo Bank, N.A.

Wells Fargo Bank, N.A.

1700 Lincoln, 6th Floor

Denver, CO 80203

Attn: Guy Evangelista

Telephone: 303-863-5793

Facsimile: 303-863-5196

E-mail: guy.c.evangelista@wellsfargo.com

Operations contact:

Wells Fargo Bank, N.A.

1740 Broadway

Denver, CO 80274

Attn: Patricia DelReal

Telephone: 303-863-5183

Facsimile: 303-863-2729

E-mail: Patricia.D.DelReal-Flores@wellsfargo.com

Barclays Bank PLC

Barclays Bank PLC

200 Park Avenue, 4th Floor

New York, NY 10166

Attn: Nicholas Bell

Telephone: 212-412-4029

Facsimile: 212-412-7600

E-mail: nicholas.bell@barcap.com

Operations contact:

Barclays Bank PLC

200 Cedar Knolls Road

Whippany, NJ 07981

Attn: Robert Coleman

Telephone: 973-576-3919

Facsimile: 973-576-3014

E-mail: robert.coleman@barcap.com

Merrill Lynch Bank USA

Merrill Lynch Bank USA
15 W. South Temple, Suite 300
Salt Lake City, UT 84101
Attn: Rhett Anderson
Telephone: 801-526-8316
Facsimile: 801-531-7470
E-mail: Rhett Anderson@ml.com

Operations contact:

Merrill Lynch Bank USA
15 W. South Temple, Suite 300
Salt Lake City, UT 84101
Attn: Mark Cannon
Telephone: 801-526-8631
Facsimile: 801-350-4667
E-mail: Mark Cannon@ml.com

Bank of America, National Association

Bank of America
700 Louisiana St., 8th Floor
Houston, TX 77002-2700
Attn: Gabe Gomez
Telephone: 713-247-7269
Facsimile: 713-247-7288
E-mail: gabe.b.gomez@bankofamerica.com

Operations contact:

Bank of America, National Association
901 Main St., 14th Floor
Dallas, TX 75202-3714
Attn: Ramon Gomez, Jr.
Telephone: 214-209-2627
Facsimile: 214-290-8367
E-mail: ramon.gomez lr@bankofamerica.com

Credit Suisse

Credit Suisse
Eleven Madison Avenue
New York, NY 10010
Attn: Tom Cantello
Telephone: 212-325-6865
Facsimile: 212-325-8321
E-mail: thomas.cantello@credit-suisse.com

Operations contact:

Credit Suisse
Eleven Madison Avenue
New York, NY 10010
Attn: Hazel Leslie
Telephone: 212-325-9041
Facsimile: 212-538-9120
E-mail: hazel.leslie@credit-suisse.com

Bank Hapoalim

Bank Hapoalim
1177 Avenue of the Americas
New York, NY
Attn: Helen Gateson
Telephone: 212-782-2161

FORM OF RATING AGENCY DESIGNATION

TO: Wachovia Bank, National Association, as Administrative Agent
under the Credit Agreement referred to below
Charlotte Plaza
201 South College Street, CP-8
Charlotte, North Carolina 28288-0680

RE: Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream Operating, LP (the "Borrower"), DCP Midstream Partners, LP and certain of its subsidiaries from time to time party thereto (the "Guarantors"), the Lenders identified therein and Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or otherwise modified from time to time, the "Credit Agreement")

DATE: _____, _____

1. This Rating Agency Designation is made pursuant to the terms of the Credit Agreement. All capitalized terms used herein unless otherwise defined shall have the meanings set forth in the Credit Agreement.
2. Please be advised that, as of the date hereof, the Borrower hereby notifies you that the current Designated Rating Agencies are:
 1. _____;
 2. _____; and
 3. _____.

DCP MIDSTREAM OPERATING, LP

By: _____
Name:
Title:

FORM OF NOTICE OF BORROWING

TO: Wachovia Bank, National Association, as Administrative Agent
 under the Credit Agreement referred to below
 Charlotte Plaza
 201 South College Street, CP-8
 Charlotte, North Carolina 28288-0680

RE: Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream Operating, LP (the "Borrower"), DCP Midstream Partners, LP and certain of its subsidiaries from time to time party thereto (the "Guarantors"), the Lenders identified therein and Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or otherwise modified from time to time, the "Credit Agreement")

DATE: _____, _____

-
1. This Notice of Borrowing is made pursuant to the terms of the Credit Agreement. All capitalized terms used herein unless otherwise defined shall have the meanings set forth in the Credit Agreement.
 2. Please be advised that the Borrower is requesting [**Revolving Loans**][**Swingline Loans**][**Term Loan A2 borrowings**][**Term Loan A3 borrowings**] in the amount of \$_____ to be funded on _____, _____ (must be a Business Day) at the interest rate option set forth in paragraph below.
 3. [**Subsequent to the funding of the requested Loans, the aggregate amount of Revolving Loans outstanding plus the aggregate amount of LOC Obligations and Swingline Loans outstanding will be \$_____, which is less than or equal to the Revolving Committed Amount.**]
 [**Subsequent to the funding of the requested Loans, the aggregate amount of the Term Loan A2 outstanding will be \$_____, which is less than or equal to the Term Loan A2 Committed Amount.**]
 [**Subsequent to the funding of the requested Loans, the aggregate amount of the Term Loan A3 outstanding will be \$_____, which is less than or equal to the Term Loan A3 Committed Amount.**]
 4. The interest rate option applicable to the requested Loans shall be:
 - a. _____ the Base Rate
 - b. _____ the Adjusted Eurodollar Rate for an Interest Period of:
 - _____ one month
 - _____ two months

_____ three months
_____ six months

c. _____ the Adjusted LIBOR Market Index Rate

5. As of the date on which funds are to be advanced, all representations and warranties contained in the Credit Agreement and in the other Credit Documents will be true and correct in all material respects (except to the extent such representations and warranties expressly and exclusively relate to an earlier date).
6. As of the date on which funds are to be advanced, no Default or Event of Default will have occurred and be continuing or will be caused by the funding of Loans pursuant to this Notice of Borrowing.
7. **[The Borrower has complied with the requirements of Section 5.2(b) of the Credit Agreement with respect to the making of the [Term Loan A2] [Term Loan A3].]**

DCP MIDSTREAM OPERATING, LP

By: _____
Name:
Title:

FORM OF NOTICE OF CONTINUATION/CONVERSION

TO: Wachovia Bank, National Association, as Administrative Agent
under the Credit Agreement referred to below
Charlotte Plaza
201 South College Street, CP-8
Charlotte, North Carolina 28288-0680

RE: Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream
Operating, LP (the "Borrower"), DCP Midstream Partners, LP and certain of its subsidiaries
from time to time party thereto (the "Guarantors"), the Lenders identified therein and
Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or
otherwise modified from time to time, the "Credit Agreement")

DATE: _____, _____

- 1. This Notice of Continuation/Conversion is made pursuant to the terms of the Credit Agreement. All capitalized terms used herein unless otherwise defined shall have the meanings set forth in the Credit Agreement.
2. Please be advised that the Borrower is requesting that a portion of the current outstanding [Revolving Loans][Term Loan A2][Term Loan A3], in the amount of \$_____, currently accruing interest at _____, be [continued][converted] at the interest rate option set forth in paragraph 3 below.
3. The requested effective date of the [continuation][conversion] is: _____ (must be a Business Day).
4. The interest rate option applicable to the continuation or conversion of all or part of the existing Loans shall be:
a. _____ the Base Rate
b. _____ the Adjusted Eurodollar Rate for an Interest Period of:
_____ one month
_____ two months
_____ three months
_____ six months

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

DCP MIDSTREAM OPERATING, LP

By: _____
Name:
Title:

FORM OF REVOLVING NOTE

June __, 2007

FOR VALUE RECEIVED, DCP MIDSTREAM OPERATING, LP, a Delaware limited partnership (the "Borrower"), hereby promises to pay to the order of _____ (the "Lender"), at the office of Wachovia Bank, National Association (the "Agent") as set forth in that certain Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream Operating, LP (the "Borrower"), DCP Midstream Partners, LP and certain of its subsidiaries from time to time party hereto (the "Guarantors"), the Lenders identified therein (including the Lender) and Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or otherwise modified from time to time, the "Credit Agreement"), the aggregate unpaid principal amount of the Revolving Loans made by the Lender to the Borrower under the Credit Agreement, in lawful money of the United States of America and in immediately available funds, on the dates and in the principal amounts provided in the Credit Agreement, and to pay interest on the unpaid principal amount of each such Revolving Loan, at such office, in like money and funds, for the period commencing on the date of such Revolving Loans until such Revolving Loans shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement and evidences the Revolving Loans made by the Lender thereunder. The Lender shall be entitled to the benefits of the Credit Agreement. Capitalized terms used in this Note have the respective meanings assigned to them in the Credit Agreement and the terms and conditions of the Credit Agreement are expressly incorporated herein and made a part hereof.

The Credit Agreement provides for the acceleration of the maturity of the Revolving Loans evidenced by this Note upon the occurrence of certain events (and for payment of collection costs in connection therewith) and for prepayments of the Revolving Loans upon the terms and conditions specified therein. In the event this Note is not paid when due at any stated or accelerated maturity, the Borrower agrees to pay, in addition to the principal and interest, all costs of collection, including reasonable attorney fees.

Except as permitted by Section 11.3(b) of the Credit Agreement, this Note may not be assigned by the Lender to any other Person.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed as of the date first above written.

DCP MIDSTREAM OPERATING, LP

By: _____
Name:
Title:

FORM OF TERM LOAN NOTE

June __, 2007

FOR VALUE RECEIVED, DCP MIDSTREAM OPERATING, LP, a Delaware limited partnership (the "Borrower"), hereby promises to pay to the order of _____ (the "Lender"), at the office of Wachovia Bank, National Association (the "Agent") as set forth in that certain Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream Operating, LP (the "Borrower"), DCP Midstream Partners, LP and certain of its subsidiaries from time to time party hereto (the "Guarantors"), the Lenders identified therein (including the Lender) and Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or otherwise modified from time to time, the "Credit Agreement"), the aggregate unpaid principal amount of the Term Loans made by the Lender to the Borrower under the Credit Agreement, in lawful money of the United States of America and in immediately available funds, on the dates and in the principal amounts provided in the Credit Agreement, and to pay interest on the unpaid principal amount of each such Term Loan, at such office, in like money and funds, for the period commencing on the date of such Term Loans until such Term Loans shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement and evidences the Term Loans made by the Lender thereunder. The Lender shall be entitled to the benefits of the Credit Agreement. Capitalized terms used in this Note have the respective meanings assigned to them in the Credit Agreement and the terms and conditions of the Credit Agreement are expressly incorporated herein and made a part hereof.

The Credit Agreement provides for the acceleration of the maturity of the Term Loans evidenced by this Note upon the occurrence of certain events (and for payment of collection costs in connection therewith) and for prepayments of the Term Loans upon the terms and conditions specified therein. In the event this Note is not paid when due at any stated or accelerated maturity, the Borrower agrees to pay, in addition to the principal and interest, all costs of collection, including reasonable attorney fees.

Except as permitted by Section 11.3(b) of the Credit Agreement, this Note may not be assigned by the Lender to any other Person.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed as of the date first above written.

DCP MIDSTREAM OPERATING, LP

By: _____
Name:
Title:

FORM OF SWINGLINE NOTE

June __, 2007

FOR VALUE RECEIVED, DCP MIDSTREAM OPERATING, LP, a Delaware limited partnership (the "Borrower"), hereby promises to pay to the order of Wachovia Bank, National Association (the "Lender"), at the office of Wachovia Bank, National Association (the "Agent") as set forth in that certain Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream Operating, LP (the "Borrower"), DCP Midstream Partners, LP and certain of its subsidiaries from time to time party hereto (the "Guarantors"), the Lenders identified therein (including the Lender) and Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or otherwise modified from time to time, the "Credit Agreement"), the aggregate unpaid principal amount of the Swingline Loans made by the Lender to the Borrower under the Credit Agreement, in lawful money of the United States of America and in immediately available funds, on the dates and in the principal amounts provided in the Credit Agreement, and to pay interest on the unpaid principal amount of each such Swingline Loan, at such office, in like money and funds, for the period commencing on the date of such Swingline Loans until such Swingline Loans shall be paid in full, at the rates per annum and on the dates provided in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement and evidences the Swingline Loans made by the Lender thereunder. The Lender shall be entitled to the benefits of the Credit Agreement. Capitalized terms used in this Note have the respective meanings assigned to them in the Credit Agreement and the terms and conditions of the Credit Agreement are expressly incorporated herein and made a part hereof.

The Credit Agreement provides for the acceleration of the maturity of the Swingline Loans evidenced by this Note upon the occurrence of certain events (and for payment of collection costs in connection therewith) and for prepayments of the Swingline Loans upon the terms and conditions specified therein. In the event this Note is not paid when due at any stated or accelerated maturity, the Borrower agrees to pay, in addition to the principal and interest, all costs of collection, including reasonable attorney fees.

Except as permitted by Section 11.3(b) of the Credit Agreement, this Note may not be assigned by the Lender to any other Person.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed as of the date first above written.

DCP MIDSTREAM OPERATING, LP

By: _____
Name:
Title:

FORM OF ACCOUNT DESIGNATION LETTER

June __, 2007

Wachovia Bank, National Association, as Administrative Agent
under the Credit Agreement
referred to below
Charlotte Plaza
201 South College Street, CP-8
Charlotte, North Carolina 28288-0680

Attn: Syndication Agency Services

Ladies and Gentlemen:

This Account Designation Letter is delivered to you by DCP Midstream Operating, LP, a Delaware limited partnership (the "Borrower"), pursuant to Section 5.1(j) of the Amended and Restated Credit Agreement dated as of June __, 2007 (as amended, restated or otherwise modified, the "Credit Agreement") by and among the Borrower, the Guarantors, the Lenders from time to time party thereto and Wachovia Bank, National Association, as Administrative Agent (the "Administrative Agent").

The Administrative Agent is hereby authorized to disburse all Loan proceeds into the following account, unless the Borrower shall designate, in writing to the Administrative Agent, one or more other accounts:

[INSERT Name of Bank/
ABA Routing Number/
and Account Number]

IN WITNESS WHEREOF, the undersigned has executed this Account Designation Letter this June __, 2007.

DCP MIDSTREAM OPERATING, LP

By: _____
Name: _____
Title: _____

FORM OF OFFICER'S CERTIFICATE

TO: Wachovia Bank, National Association, as Administrative Agent
 under the Credit Agreement referred to below
 Charlotte Plaza
 201 South College Street, CP-8
 Charlotte, North Carolina 28288-0680

RE: Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream Operating, LP (the "Borrower"),
 DCP Midstream Partners, LP and certain of its subsidiaries from time to time party thereto (the "Guarantors"), the Lenders
 identified therein and Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or otherwise
 modified from time to time, the "Credit Agreement")

DATE:

Pursuant to the terms of the Credit Agreement, I, _____, an Approved Officer of the Parent, hereby certify that, as of the fiscal year/quarter ending _____, _____ the statements below are accurate and complete in all respects (all capitalized terms used below shall have the meanings set forth in the Credit Agreement):

- a. Attached hereto as Schedule 1 are calculations (calculated as of the date of the financial statements/reports referred to in paragraph d. below) demonstrating compliance by the Parent and its Subsidiaries with the financial covenants contained in Section 7.10 of the Credit Agreement.
- b. No Default or Event of Default exists under the Credit Agreement, except as indicated on a separate page attached hereto, together with an explanation of the action taken or proposed to be taken by the Parent or Borrower with respect thereto.
- c. **[If the existing Schedule 6.13 to the Credit Agreement is no longer accurate,]** Attached hereto is a revised Schedule 6.13 to the Credit Agreement which is an accurate and complete list, as of the date hereof, of the Credit Parties and all Subsidiaries and which shall replace the existing Schedule 6.13 to the Credit Agreement.
- d. The quarterly/annual financial statements for the fiscal period cited above, as filed with the Securities and Exchange Commission, fairly present in all material respects the financial condition of the Parent and its Subsidiaries and have been prepared in accordance with GAAP (in the case of any quarterly financial statements, subject to changes resulting from normal year-end audit adjustments).
- e. Schedule 2 attached hereto sets forth the true and correct amount of Off Balance Sheet Indebtedness of the Parent and all Subsidiaries as of the end of fiscal period cited above.

f. The Credit Parties are in compliance with each of the covenants contained in Sections 7.12, 8.2(m), 8.2(n), 8.2(o), 8.4(i), 8.6(h) and 8.7(g). In connection therewith, the Borrower hereby represents and warrants the following:

1. Non-Guarantor Subsidiaries (as defined in Section 7.12) constitute [_____] % of Consolidated Net Tangible Assets and [_____] % of Consolidated Net Income.
2. Liens permitted pursuant to Section 8.2(m) and Section 8.2(n) amount to [_____] % of Consolidated EBITDA.
3. Liens permitted pursuant to Section 8.2(o) [_____] % of Consolidated Net Tangible Assets.
4. Dispositions consummated during the current fiscal year pursuant to Section 8.4(i) constitute [_____] % of Consolidated Net Tangible Assets.
5. Dispositions consummated since the Closing Date permitted pursuant to 8.4(i) constitute [_____] % of Consolidated Net Tangible Assets.
6. Unsecured Indebtedness permitted pursuant to Section 8.6(h) constitutes \$[_____] , or [_____] % of Consolidated Net Tangible Assets.
7. Investments permitted pursuant to Section 8.7(g) amount to \$[_____].

DCP MIDSTREAM OPERATING, LP

By: _____
Name:
Title:

SCHEDULE 1 TO OFFICER'S CERTIFICATE

Calculation of Financial Covenant

A. Compliance with Section 7.10(a): Consolidated Leverage Ratio

- | | |
|--|----------|
| 1. Consolidated Indebtedness
(excluding letters of credit that do not support Indebtedness) | \$ _____ |
| 2. Consolidated EBITDA for the prior four-quarter period | \$ _____ |
| 3. Consolidated Leverage Ratio (Line 1 ÷ Line 2) | _____ |

Minimum Required: Line 3 shall be less than or equal to (i) with respect to each fiscal quarter end from the Closing Date until June 30, 2007, 5.75 to 1.0 and (ii) with respect to each fiscal quarter end thereafter, 5.00 to 1.0; provided that subsequent to the consummation of a Qualified Acquisition, the Consolidated Leverage Ratio, as at the end of the three consecutive fiscal quarters following such Qualified Acquisition (including the fiscal quarter in which such acquisition is consummated), shall be less than or equal to 5.50 to 1.0.

B. Compliance with Section 7.10(b): Consolidated Interest Coverage Ratio

- | | |
|---|----------|
| (1) Consolidated EBITDA | \$ _____ |
| (2) Consolidated Interest Expense for the prior four-quarter period | \$ _____ |
| (3) Consolidated Interest Coverage Ratio (Line 1:Line 2) | _____ |

Minimum Required:

If neither the Parent or the Borrower has an Investment Grade Rating, Line 3 shall, at the end of any fiscal quarter (beginning with the fiscal quarter ending June 30, 2007), be equal to or greater than 2.50 to 1.0.

SCHEDULE 2 TO OFFICER'S CERTIFICATE

Off Balance Sheet Indebtedness

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of _____, _____, is by and between _____, a _____ (the "Subsidiary Guarantor"), DCP Midstream Operating, LP, a Delaware limited partnership (the "Company") and Wachovia Bank, National Association, in its capacity as administrative agent (the "Administrative Agent") under that certain Amended and Restated Credit Agreement dated as of June __, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Company, DCP Midstream Partners, LP and certain of its subsidiaries from time to time party thereto (the "Guarantors"), the lenders from time to time party thereto (the "Lenders") and Wachovia Bank, National Association, as administrative agent for the Lenders (the "Administrative Agent"). Capitalized terms used herein but not otherwise defined shall have the meanings provided in the Credit Agreement.

The Subsidiary Guarantor is required by Section 7.12 of the Credit Agreement to become a "Guarantor" thereunder.

Accordingly, the Subsidiary Guarantor and the Borrower hereby agree as follows with the Administrative Agent, for the benefit of the Lenders:

1. The Subsidiary Guarantor hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the Subsidiary Guarantor will be deemed to be a party to and a "Guarantor" under the Credit Agreement and shall have all of the obligations of a Guarantor thereunder as if it had executed the Credit Agreement. The Subsidiary Guarantor hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the applicable Credit Documents, including without limitation (a) all of the representations and warranties set forth in Section 6 of the Credit Agreement and (b) all of the affirmative and negative covenants set forth in Sections 7 and 8 of the Credit Agreement. Without limiting the generality of the foregoing terms of this Paragraph 1, the Subsidiary Guarantor hereby guarantees, jointly and severally together with the other Guarantors, the prompt payment of the Obligations in accordance with Section 12 of the Credit Agreement.

2. The Subsidiary Guarantor acknowledges and confirms that it has received a copy of the Credit Agreement and the schedules and exhibits thereto.

3. The Borrower confirms that the Credit Agreement is, and upon the Subsidiary Guarantor becoming a Guarantor, shall continue to be, in full force and effect. The parties hereto confirm and agree that immediately upon the Subsidiary Guarantor becoming a Guarantor the term "Obligations," as used in the Credit Agreement, shall include all obligations of the Subsidiary Guarantor under the Credit Agreement and under each other Credit Document.

4. Each of the Borrower and the Subsidiary Guarantor agrees that at any time and from time to time, upon the written request of the Administrative Agent, it will execute and deliver such further documents and do such further acts as the Administrative Agent may reasonably request in accordance with the terms and conditions of the Credit Agreement in order to effect the purposes of this Agreement.

5. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract.

6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles thereof (other than Sections 5-1401 and 5-1402 of The New York General Obligations Law). The terms of Sections 11.11 and 11.12 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Borrower and the Subsidiary Guarantor has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

SUBSIDIARY GUARANTOR:

[SUBSIDIARY GUARANTOR]

By: _____
Name: _____
Title: _____

BORROWER:

DCP MIDSTREAM OPERATING, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

Acknowledged, accepted and agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

FORM OF ASSIGNMENT AGREEMENT

Reference is made to Amended and Restated Credit Agreement dated as of June __, 2007 among DCP Midstream Operating, LP (the "Borrower"), DCP Midstream Partners, LP and certain of its subsidiaries from time to time party thereto (the "Guarantors"), the Lenders identified therein and Wachovia Bank, National Association, as Agent (the "Agent") for the Lenders (as amended or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings provided in the Credit Agreement.

_____ (the "Transferor Lender") and _____ (the "Purchasing Lender") agree as follows:

1. For an agreed consideration, the Transferor Lender hereby irrevocably sells and assigns to the Purchasing Lender, and the Purchasing Lender hereby irrevocably purchases and assumes from the Transferor Lender, as of the Transfer Funding Date (as defined below), (a) all of the Transferor Lender's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as set forth on Schedule 1, and all instruments delivered pursuant thereto to the extent related to the principal amount and Commitment Percentage set forth on Schedule 1 attached hereto of all of such outstanding rights and obligations of the Transferor Lender under the respective facilities set forth on Schedule 1 (including any letters of credit, guarantees, and swingline loans included in such facilities) and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Transferor Lender (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above (the rights and obligations sold and assigned pursuant to clauses (a) and (b) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Transferor Lender and, except as expressly provided in this Assignment Agreement, without representation or warranty by the Transferor Lender.

2. The Transferor Lender (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Credit Documents; and (c) in the case of an assignment of the entire remaining amount of the Transferor Lender's Commitments, attaches any Note(s) held by it evidencing the Assigned Interest and requests that the Administrative Agent exchange the attached Note(s) for a new Note(s) payable to the Purchasing Lender.

3. The Purchasing Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) from and after the Effective Date (as defined below), it shall be bound by the provisions of the Credit Documents as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder and (iii) it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Sections 7.1(a) and (b) thereof, the financial statements delivered pursuant to Section 5.1 thereof, if any, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender; (b) agrees that it will (i) independently and without reliance upon the Transferor Lender, the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto and (ii) perform in accordance with its terms all the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligations pursuant to Section 4.4 of the Credit Agreement; and (c) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto.

4. The effective date of this Assignment Agreement shall be _____, _____ (the "Effective Date"). Following the execution of this Assignment Agreement, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date.

5. The funding date for this Assignment Agreement shall be _____, _____ (the "Transfer Funding Date"). On the Transfer Funding Date, any registration and processing fee shall be due and payable to the Administrative Agent pursuant to Section 11.3 of the Credit Agreement.

6. Upon such acceptance, recording and payment of applicable registration and processing fees, from and after the Transfer Funding Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Purchasing Lender whether such amounts have accrued prior to the Transfer Funding Date or accrue subsequent to the Transfer Funding Date. The Transferor Lender and the Purchasing Lender shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Transfer Funding Date or, with respect to the making of this assignment, directly between themselves.

7. From and after the Transfer Funding Date, (a) the Purchasing Lender shall be a party to the Credit Agreement and, to the extent provided in this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Credit Documents and shall be bound by the provisions thereof and (b) the Transferor Lender shall, to the extent provided in this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement.

8. This Assignment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof (other than Sections 5-1401 and 5-1402 of The New York General Obligations Law).

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

SCHEDULE 1
TO ASSIGNMENT AGREEMENT

EFFECTIVE DATE: _____, _____

Name of Transferor Lender: _____

Name of Purchasing Lender: _____

Transfer Funding Date of Assignment: _____

Credit Facility CUSIP Number: _____

Assigned Interest:

Facility Assigned	Principal Amount of Commitment/Loans Assigned	Commitment Percentage Assigned ¹	CUSIP Number
	\$	%	

[NAME OF PURCHASING LENDER]

[NAME OR TRANSFEROR LENDER]

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted (if required):

Consented to (if required):

WACHOVIA BANK, NATIONAL ASSOCIATION, as the Administrative Agent, Swingline Lender and Issuing Lender

DCP MIDSTREAM OPERATING, LP, a Delaware limited partnership, as the Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:

¹ Calculate the Commitment Percentage that is assigned to at least 9 decimal places and show as a percentage of the aggregate commitments of all Lenders.

RATIO OF EARNINGS TO FIXED CHARGES

The table below sets forth the calculation of Ratios of Earnings to Fixed Charges.

	DCP Midstream Partners, LP					
	Nine Months Ended September 30, 2010	Year Ended December 31,				
		2009 (Millions)	2008	2007	2006	2005
Earnings from continuing operations before fixed charges						
Pretax income (loss) from continuing operations before earnings from unconsolidated affiliates	\$ 29.6	\$ (37.0)	\$124.3	\$(25.0)	\$58.4	\$ 76.4
Fixed charges	22.5	30.3	33.6	27.0	12.6	1.5
Amortization of capitalized interest	0.1	0.1	0.1	—	—	—
Distributed earnings from unconsolidated affiliates	18.6	18.6	18.2	23.5	16.4	11.2
Less:						
Capitalized interest	—	(1.3)	(0.3)	(0.2)	(0.4)	—
Earnings from continuing operations before fixed charges	<u>\$ 70.8</u>	<u>\$ 10.7</u>	<u>\$175.9</u>	<u>\$ 25.3</u>	<u>\$87.0</u>	<u>\$ 89.1</u>
Fixed charges						
Interest expense, net of capitalized interest	\$ 21.8	\$ 28.3	\$ 32.6	\$ 26.0	\$11.4	\$ 0.8
Capitalized interest	—	1.3	0.3	0.2	0.4	—
Estimate of interest within rental expense	0.5	0.5	0.5	0.6	0.7	0.7
Amortization of deferred loan costs	0.2	0.2	0.2	0.2	0.1	—
Total fixed charges	<u>\$ 22.5</u>	<u>\$ 30.3</u>	<u>\$ 33.6</u>	<u>\$ 27.0</u>	<u>\$12.6</u>	<u>\$ 1.5</u>
Ratio of earnings to fixed charges	<u>3.15</u>	<u>0.35</u>	<u>5.24</u>	<u>0.94</u>	<u>6.91</u>	<u>59.37</u>

For purposes of determining the ratio of earnings to fixed charges, earnings are defined as pretax income or loss from continuing operations before earnings from unconsolidated affiliates, plus fixed charges, plus distributed earnings from unconsolidated affiliates, less capitalized interest. Fixed charges consist of interest expensed, capitalized interest, amortization of deferred loan costs, and an estimate of the interest within rental expense.

**Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Mark A. Borer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of DCP Midstream Partners, LP for the three and nine months ended September 30, 2010;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 09, 2010

/s/ Mark A. Borer

Mark A. Borer
Chief Executive Officer

**Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Angela A. Minas, certify that:

1. I have reviewed this quarterly report on Form 10-Q of DCP Midstream Partners, LP for the three and nine months ended September 30, 2010;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 09, 2010

/s/ Angela A. Minas

Angela A. Minas
Chief Financial Officer

**Certification of Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906
of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)**

The undersigned, the Chief Executive Officer of DCP Midstream GP, LLC, a Delaware limited liability company and general partner of DCP Midstream GP, LP, general partner of DCP Midstream Partners, LP (the "Partnership"), hereby certifies that, to his knowledge on the date hereof:

- (a) the quarterly report on Form 10-Q of the Partnership for the three and nine months ended September 30, 2010, filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

/s/ Mark A. Borer

Mark A. Borer
Chief Executive Officer
November 09, 2010

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.

Certification of Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906
of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)

The undersigned, the Chief Financial Officer of DCP Midstream GP, LLC, a Delaware limited liability company and general partner of DCP Midstream GP, LP, general partner of DCP Midstream Partners, LP (the "Partnership"), hereby certifies that, to his knowledge on the date hereof:

- (a) the quarterly report on Form 10-Q of the Partnership for the three and nine months ended September 30, 2010, filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

/s/ Angela A. Minas

Angela A. Minas
Chief Financial Officer
November 09, 2010

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.