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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 29, 2007

DCP MIDSTREAM PARTNERS, LP

(Exact name of registrant as specified in its charter)

DELAWARE	**001-32678**	**03-0567133**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

370 17th Street, Suite 2775
Denver, Colorado 80202
(Address of principal executive offices) (Zip Code)

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

(Former name or former address, if changed since last report.)

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

£ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

£ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

£ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

£ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Agreement.

On August 29, 2007, DCP Midstream Partners, LP (the "Partnership") completed its previously announced acquisition of certain subsidiaries of Momentum Energy Group Inc. ("MEG") from DCP Midstream, LLC ("DCP LLC") and its wholly owned subsidiary, Gas Supply Resources Holdings, Inc. ("Holdings"). DCP LLC currently directly or indirectly owns (i) approximately 34.4% of the outstanding limited partner units of the Partnership, (ii) 100% of DCP Midstream GP, LLC, the general partner of the Partnership's general partner (the "General Partner"), and (iii) 100% of Holdings. The transaction was completed in accordance with the Contribution and Sale Agreement (the "Contribution Agreement") that the Partnership entered into with DCP LLC and Holdings, to acquire certain subsidiaries of MEG from DCP LLC and Holdings for $165.0 million, subject to closing adjustments (the "MEG Drop Down Transaction"), following DCP LLC's acquisition of MEG for $635.0 million, subject to closing adjustments. The description of the Contribution Agreement contained in the Form 8-K filed on May 25, 2007, is incorporated herein by reference and the Contribution Agreement filed in such Form 8-K as Exhibit 10.1 is incorporated herein by reference.

In addition, on August 29, 2007 the Partnership completed its previously announced private placement (the "Private Placement") of 2,380,952 common units representing limited partner interests in the Partnership ("Common Units") in connection with the MEG Drop Down Transaction. The Private Placement was completed pursuant to a Common Unit Purchase Agreement (the "Purchase Agreement") with certain prior owners of MEG or affiliates of such owners. Each of the purchasers in the Private Placement was an accredited investor. The description of the Purchase Agreement contained in the Form 8-K filed on May 25, 2007, is incorporated herein by reference and the Purchase Agreement filed in such Form 8-K as Exhibit 10.2 is incorporated herein by reference.

In connection with the MEG Drop Down Transaction, the Partnership and wholly-owned subsidiaries of the Partnership, entered into the following material definitive agreements.

Omnibus Agreement Amendment

On August 29, 2007, in connection with the MEG Drop Down Transaction, the Partnership, DCP LLC, the General Partner, DCP Midstream GP, LP, and DCP Midstream Operating, LP, amended the Omnibus Agreement between the parties by entering into the Sixth Amendment to Omnibus Agreement (the "Sixth Amendment"). The Sixth Amendment increases the annual fee the Partnership pays to DCP LLC by $1.57 million for incremental general and administrative services DCP LLC will provide to the Partnership as a result of the MEG Drop Down Transaction.

The Sixth Amendment is attached as Exhibit 10.1 to this report and is incorporated by reference into this report in its entirety.

Registration Rights Agreement

On August 29, 2007, in connection with the execution of the Purchase Agreement, the Partnership and certain prior owners of MEG or affiliates of such owners (the "Purchasers"), entered into a Registration Rights Agreement dated August 29, 2007, whereby the Partnership agreed to file a shelf registration statement with the Securities and Exchange Commission covering the Common Units. The Registration Rights Agreement requires the Partnership to file a shelf registration statement with the Securities and Exchange Commission ("SEC") to register the units within 90 days of the close of the Private Placement. In, addition the Registration Rights Agreement requires the Partnership to use its commercially reasonable efforts to cause the registration statement to become effective within 180 days of the closing of the Private Placement. If the registration statement covering the Common Units is not declared effective by the SEC within 180 days of the closing of the Private Placement, then the Partnership will be liable to the Purchasers for liquidated damages of 0.25% of the product of the purchase price times the number of registrable securities held by the Purchasers per 30-day period for the first 60 days following the 180th day, increasing by an additional 0.25% of the product of the purchase price times the number of registrable securities held by the Purchasers per 30-day period for each subsequent 60 days, up to a maximum of 1.00% of the product of the purchase price times the number of registrable securities held by the Purchasers per 30-day period. In addition, the Registration Rights Agreement gives the Purchasers piggyback registration rights with other shelf registration statements under certain circumstances.

The foregoing description of the Registration Rights Agreement is not complete and is qualified in its entirety by reference to the full and complete terms of the Registration Rights Agreement, which is attached to this Current Report on Form 8-K as exhibit 10.2.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On August 29, 2007, the Partnership completed the MEG Drop Down Transaction and the Private Placement described in Item 1.01 of this report which are incorporated by reference into this item in their entirety. The total purchase price paid by the Partnership was approximately $165.0 million, subject to closing adjustments. The Partnership financed the acquisition with a combination of equity, debt and cash on hand.

In the MEG Drop Down Transaction, the Partnership purchased the Piceance Basin and Powder River Basin assets of MEG from DCP LLC. The Piceance Basin assets consist of a 70 percent operating interest in the 31-mile Collbran Valley Gas Gathering system joint venture, which gathers and processes natural gas from over 20,000 dedicated acres in western Colorado. The other partners in the joint venture, Plains Exploration and Delta Petroleum, are also the producers on the system. The Powder River Basin assets include the 1,324-mile Douglas gas gathering system, which gathers approximately 30 MMcfd of gas and covers more than 4,000 square miles in Wyoming. Also included in the transaction is the idle Painter Unit fractionator and Millis terminal, and associated NGL pipelines currently leased to a third party in southwest Wyoming. DCP LLC will manage and operate these assets on the Partnership's behalf.

DCP LLC currently directly or indirectly owns (i) approximately 34.4% of the outstanding limited partner units of the Partnership, (ii) 100% of the General Partner, and (iii) 100% of Holdings. Accordingly, the conflicts committee of the General Partner’s Board of Directors recommended approval of the MEG Drop Down Transaction, including the Sixth Amendment, as described in Item 1.01 of this report. The conflicts committee, a committee of independent members of the General Partner’s Board of Directors, retained independent legal and financial advisors to assist it in evaluating the MEG Drop Down Transaction. In recommending approval of the MEG Drop Down Transaction, the conflicts committee based its decision in part on an opinion from the independent financial advisor that the consideration to be paid by the Partnership is fair, from a financial point of view, to the Partnership and its unitholders.

Item 2.03 Creation of a Direct Financial Obligation.

On August 29, 2007, in connection with the MEG Drop Down Transaction described in Item 1.01 of this report, which is incorporated by reference into this item in its entirety, the Partnership borrowed $100.0 million under the term loan portion of its existing $850 million credit facility (the “Credit Facility”). The Credit Facility, described in a Form 8-K filed June 27, 2007 and attached as Exhibit 10.1 thereto, is incorporated herein by reference. In addition, the Partnership borrowed $20.0 million under the revolving portion of the Credit Facility. The Private Placement proceeds of $100.0 million were used to purchase high-grade securities as collateral to secure the borrowing under the term loan portion of the Credit Facility. Following the MEG Drop Down Transaction, the Partnership has $100.0 million outstanding on the term loan portion of the Credit Facility and $530.0 million outstanding on the revolving portion of the Credit Facility.

Item 3.02 Unregistered Sales of Equity Securities.

On August 29, 2007, the Partnership issued approximately $12.0 million of the MEG Drop Down Transaction consideration to Holdings in the form of 275,735 common units representing limited partner interests in the Partnership. The private placement of these common units with Holdings pursuant to the Contribution Agreement was made in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(2) thereof.

On August 29, 2007, the Partnership issued 2,380,952 common units representing limited partner interests in the Partnership in the Private Placement described in Item 1.01 of this report which is incorporated into this item in its entirety. The negotiated purchase price for the Common Units in the Purchase Agreement was $42.00 per unit, or approximately $100.0 million in the aggregate. The private placement of Common Units pursuant to the Purchase Agreement was made in reliance upon an exemption from the registration requirements of the Securities Act of 1933 pursuant to Section 4(2) thereof as well as Regulation D thereunder. The Partnership used the net proceeds from the Private Placement to fund a portion of the Partnership's acquisition of the interest in the MEG Drop Down Transaction. The description of the Purchase Agreement contained in the Form 8-K filed on May 25, 2007 is incorporated herein by reference and the Purchase Agreement filed in such Form 8-K as Exhibit 10.2 is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On August 29, 2007, the Partnership and DCP LLC issued a joint press release announcing the close of the MEG Drop Down Transaction. A copy of the press release is being furnished and is attached as Exhibit 99.1 hereto and incorporated into this Item 7.01 by reference.

On August 29, 2007, the Partnership announced the close of the Private Placement. A copy of the press release is being furnished and is attached as Exhibit 99.2 hereto and incorporated into this Item 7.01 by reference.

In accordance with General Instruction B.2 of Form 8-K, the press releases shall not be deemed "filed" for the purpose of Section 18 of the Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall such information and Exhibit be deemed incorporated by reference into any filing under the Securities Act of 1933 or Exchange Act of 1934, each as amended, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

In accordance with Item 9.01(a)(4) of Form 8-K, the required financial information with respect to contribution of the assets in the MEG Drop Down Transaction will be provided within 71 calendar days of September 5, 2007.

(b) Pro forma financial information.

In accordance with Item 9.01(b)(2) of Form 8-K, the required pro forma financial information with respect to the contribution of the assets in the MEG Drop Down Transaction will be provided within 71 calendar days of September 5, 2007.

(c) Not applicable.

(d) Exhibits.

Exhibit Number	**Description**
Exhibit 10.1	Sixth Amendment to Omnibus Agreement, dated August 29, 2007, among DCP Midstream, LLC, DCP Midstream Partners, LP, DCP Midstream GP, LP, DCP Midstream GP, LLC and DCP Midstream Operating, LP
Exhibit 10.2	Registration Rights Agreement, dated August 29, 2007, among DCP Midstream Partners, LP and certain purchasers named therein
Exhibit 99.1	Press Release dated August 29, 2007
Exhibit 99.2	Press Release dated August 29, 2007

SIGNATURES

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

DCP MIDSTREAM PARTNERS, LP

By: **DCP MIDSTREAM GP, LP**
its General Partner

By: **DCP MIDSTREAM GP, LLC**
its General Partner

By: /s/ Michael S. Richards

Name: Michael S. Richards
Title: Vice President, General Counsel and Secretary

September 5, 2007

EXHIBIT INDEX

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SIXTH AMENDMENT

TO

OMNIBUS AGREEMENT

This Sixth Amendment to Omnibus Agreement (this "Amendment") is dated as of August 29, 2007 and entered into by and among DCP Midstream, LLC, a Delaware limited liability Company ("DCPM"), DCP Midstream GP, LLC, a Delaware limited liability company ("DCPM GP LLC"), DCP Midstream GP, LP, a Delaware limited partnership (the "General Partner"), DCP Midstream Partners, LP, a Delaware limited partnership (the "MLP"), and DCP Midstream Operating, LP (the "OLP"). The above-named entities are sometimes referred to in this Amendment each as a "Party" and collectively as the "Parties".

RECITALS

A. The Parties entered into that certain Omnibus Agreement dated as of December 7, 2005, as amended by that certain First Amendment to Omnibus Agreement dated April 1, 2006, Second Amendment to Omnibus Agreement dated November 1, 2006, Third Amendment to Omnibus Agreement dated May 9, 2007, Fourth Amendment to Omnibus Agreement dated July 1, 2007 and Fifth Amendment to Omnibus Agreement dated August 7, 2007 (together referred to as the "Omnibus Agreement") (capitalized terms used but not defined herein shall have the meaning given thereto in the Omnibus Agreement).

B. Section 3.3 of the Omnibus Agreement currently addresses the fixed general and administrative expenses for the original assets that were part of the MLP's initial public offering, the Gas Supply Resources LLC assets ("GSR") transferred to the MLP in the transaction set forth in that certain Contribution Agreement between DCP LP Holdings, LP and the MLP, dated as of October 9, 2006 (the "GSR Contribution Agreement"), the assets acquired by the MLP from Anadarko Anadarko Gathering Company and Anadarko Energy Services Company in the transaction set forth in that certain Purchase and Sale Agreement dated March 7, 2007 (the "Panther PSA"), the 40% interest in Discovery Producer Services, LLC (the general and administrative expenses for the MLP's 25% interest in DCP East Texas Holdings, LLC is addressed in the limited liability company agreement for that entity) transferred to the MLP in the transaction set forth in that certain Contribution Agreement between DCP LP Holdings, LP and the MLP dated May 23, 2007 (the "Columbus Contribution Agreement"), and the adjustments to take into account three additional full time equivalents and extending the term through December 31, 2009 that was dated August 7, 2007 (the "2007 Adjustment").

C. The Parties desire to amend Section 3.3 of the Omnibus Agreement to adjust the fixed general and administrative expenses to take into account all of the membership interest in Momentum Energy Group, LLC transferred to the MLP in the transaction set forth in that certain Contribution and Sale Agreement dated May 21, 2007 among Gas Supply Resources Holdings, Inc., ("GSR HOLDINGS"), DCPM, and the MLP (the "Bass Contribution Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledge, the Parties hereby agree as follows:

1. **Omnibus Agreement Amendment**. The Omnibus Agreement is hereby amended by replacing Section 3.3(a) in its entirety with the following:

The amount for which DCPM shall be entitled to reimbursement from the Partnership Group pursuant to Section 3.1(b) for general and administrative expenses (excluding direct bill items associated with public company costs and insurance) associated with:

(i) the original assets that were part of the MLP's initial public offering shall be a fixed fee equal to $4.8 million per year through calendar year 2006 (the "IPO G&A Expenses Limit"). After calendar year 2006, the IPO G&A Expenses Limit shall be increased annually by the percentage increase in the Consumer Price Index - All Urban Consumers, U.S. City Average, Not Seasonally Adjusted for the applicable year (the "CPI Adjustment").

(ii) the contribution of the GSR assets to the MLP in the GSR Contribution Agreement shall be a fixed fee equal to $2.0 million per year for calendar years 2006 and 2007 (the "GSR G&A Expenses Limit"), but shall be prorated for calendar year 2006 based on the number of days remaining in calendar year 2006 following the Closing Date (as that term is defined in the GSR Contribution Agreement). After calendar year 2007, the GSR G&A Expenses Limit shall be increased by the CPI Adjustment.

(iii) the operation of the Antioch Gathering System (acquired under the Panther PSA) shall be a fixed fee equal to $200,000 per year for calendar year 2007 (the "Panther G&A Expenses Limit"), but shall be prorated for calendar year 2007 based on the number of days remaining in calendar year 2007 following the Closing Date (as that term is defined in the Panther PSA). After calendar year 2007, the Panther G&A Expenses Limit shall be increased by the CPI Adjustment.

(iv) the contribution to the MLP of the interest in Discovery Producer Services, LLC under the Columbus Contribution Agreement shall be a fixed fee equal to $158,000 per year for calendar year 2007 (the "Discovery G&A Expenses Limit"), but shall be prorated for calendar year 2007 based on the number of days remaining in calendar year 2007 following the Closing Date (as that term is defined in the Columbus Contribution Agreement). After calendar year 2007, the Discovery G&A Expenses Limit shall be increased by the CPI Adjustment.

(v) the 2007 Adjustment to add three additional full time equivalents that devote 100% of their time to the MLP shall be a fixed fee equal to $561,584 per year for calendar year 2007 (the "2007 Adjustment Expenses Limit"), but shall be prorated for calendar year 2007 based on the number of days remaining in calendar year 2007 following August 1, 2007. After calendar year 2007, the 2007 Adjustment Expenses Limit shall be increased by the CPI Adjustment.

(vi) the contribution to the MLP of the interests under the Bass Contribution Agreement shall be a fixed fee equal to $1,570,000 million per year for calendar year 2007 (the "Bass G&A Expenses Limit"), but shall be prorated for calendar year 2007 based on the number of days remaining in calendar year 2007 following the Closing Date (as that term is defined in the Bass Contribution Agreement). After calendar year 2007, the Bass G&A Expenses Limit shall be increased by the CPI Adjustment.

(vii) For time periods after December 31, 2009, DCPM and the General Partner will determine the amount of general and administrative expenses contemplated by this paragraph that will be properly allocated to the Partnership in accordance with the terms of the Partnership Agreement.

(viii) If the Partnership Group makes any additional acquisitions of assets or businesses or the business of the Partnership Group otherwise expands following the date of this Agreement, then the IPO G&A Expenses Limit shall be appropriately increased in order to account for adjustments in the nature and extent of the general and administrative services by DCPM to the Partnership Group, with any such increase subject to the approval of both the Special Committee of DCPM GP LLC's Board of Directors and DCPM.

2. **Acknowledgement**. Except as amended hereby, the Omnibus Agreement shall remain in full force and effect as previously executed, and the Parties hereby ratify the Omnibus Agreement as amended hereby.

3. **Counterparts**. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered (including by facsimile) to the other Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EACH OF THE UNDERSIGNED, intending to be legally bound, has caused this Amendment to be duly executed and delivered to be effective as of August 29, 2007, regardless of the actual date of execution of this Amendment.

DCP MIDSTREAM, LLC

By: /s/ Brian S. Frederick

Name: Brian S. Frederick
Title: Vice President, Planning and Corporate Development

DCP MIDSTREAM GP, LLC

By: /s/ Greg K. Smith

Name: Greg K. Smith
Title: Vice President

DCP MIDSTREAM GP, LP
By: DCP MIDSTREAM GP, LLC, its general partner

By: /s/ Greg K. Smith

Name: Greg K. Smith
Title: Vice President

DCP MIDSTREAM PARTNERS, LP
By: DCP MIDSTREAM GP, LP, its general partner
By: DCP MIDSTREAM GP, LLC, its general partner

By: /s/ Greg K. Smith

Name: Greg K. Smith
Title: Vice President

DCP MIDSTREAM OPERATING, LP

By: /s/ Greg K. Smith

Name: Greg K. Smith
Title: Vice President

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of August 29, 2007, by and among DCP Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), and the Purchasers listed on the signature pages to this Agreement (each, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, this Agreement is made in connection with the Closing of the issuance and sale of the Purchased Units pursuant to the Common Unit Purchase Agreement, dated as of May 21, 2007, by and among the Partnership and the Purchasers (the "Purchase Agreement");

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Purchasers pursuant to the Purchase Agreement; and

WHEREAS, it is a condition to the obligations of each Purchaser and the Partnership under the Purchase Agreement that this Agreement be executed and delivered.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the Purchase Agreement. The terms set forth below are used herein as so defined:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning specified therefor in the introductory paragraph.

"Commission" means the United States Securities and Exchange Commission.

"Common Units" means the Common Units of the Partnership representing limited partner interests therein.

"Effectiveness Period" has the meaning specified therefor in Section 2.01(a) of this Agreement.

"Holder" means the record holder of any Registrable Securities.

"Included Registrable Securities" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Liquidated Damages" has the meaning specified therefor in Section 2.01(b) of this Agreement.

"Liquidated Damages Multiplier" means the product of $42.00 times the number of Common Units purchased by such Purchaser (excluding any Excluded Registrable Securities).

"Losses" has the meaning specified therefor in Section 2.07(a) of this Agreement.

"Managing Underwriter" means, with respect to any Underwritten Offering, the book-running lead manager of such Underwritten Offering.

"NYSE" means The New York Stock Exchange, Inc.

"Opt Out Notice" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Other Holders" has the meaning specified therefor in Section 2.02(b) of this Agreement.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Purchase Agreement" has the meaning specified therefor in the Recitals of this Agreement.

"Purchaser" and "Purchasers" have the meanings specified therefor in the introductory paragraph of this Agreement.

"Registrable Securities" means: (i) the Common Units comprising the Purchased Units and (ii) any Common Units issued as Liquidated Damages pursuant to Section 2.01 of this Agreement, if any, all of which Registrable Securities are subject to the rights provided herein until such rights terminate pursuant to the provisions hereof.

"Registration Expenses" has the meaning specified therefor in Section 2.06(b) of this Agreement.

"Selling Expenses" has the meaning specified therefor in Section 2.06(b) of this Agreement.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a registration statement.

"Shelf Registration Statement" means a registration statement under the Securities Act to permit the resale of the Registrable Securities from time to time, including as permitted by Rule 415 under the Securities Act (or any similar provision then in force under the Securities Act).

"Underwritten Offering" means an offering (including an offering pursuant to a Shelf Registration Statement) in which Common Units are sold to an underwriter on a firm commitment basis for reoffering to the public.

Section 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security when (a) a registration statement covering such Registrable Security has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement; (b) such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in force under the Securities Act); (c) such Registrable Security can be disposed of pursuant to Rule 144(k) (or any similar provision then in force under the Securities Act) by the Holder, (d) such Registrable Security is held by the Partnership or one of its subsidiaries; (e) two years from the date on which the Shelf Registration Statement contemplated by Section 2.01 is declared effective by the Commission or (f) such Registrable Security has been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities.

ARTICLE II

REGISTRATION RIGHTS

Section 2.01 Shelf Registration.

(a) Deadline To Go Effective. As soon as practicable following the Closing, but in any event within 90 days of the Closing, the Partnership shall prepare and file a Shelf Registration Statement under the Securities Act with respect to all of the Registrable Securities. The Partnership shall use its commercially reasonable efforts to cause the Shelf Registration Statement to become effective no later than 180 days after the date of the Closing. The Partnership will use its commercially reasonable efforts to cause the Shelf Registration Statement filed pursuant to this Section 2.01 to be continuously effective under the Securities Act until the date on which all such Registrable Securities have ceased to be Registrable Securities (the "Effectiveness Period"). The Shelf Registration Statement when declared effective (including any documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(b) Failure To Go Effective. If the Shelf Registration Statement required by Section 2.01 is not declared effective within 180 days after Closing, then each Purchaser shall be entitled to a payment (with respect to the Purchased Units of each such Purchaser), as liquidated damages and not as a penalty, of 0.25% of the Liquidated Damages Multiplier per 30-day period for the first 60 days following the 180th day, increasing by an additional 0.25% of the Liquidated Damages Multiplier per 30-day period for each subsequent 60 days, up to a maximum of 1.00% of the Liquidated Damages Multiplier per 30-day period (the "Liquidated Damages"). The Liquidated Damages payable pursuant to the immediately preceding sentence shall be payable within ten Business Days after the end of each such 30-day period. Any Liquidated Damages shall be paid to each Purchaser in immediately available funds; *provided*, *however*, if the Partnership certifies that it is unable to pay Liquidated Damages in cash because such payment would result in a breach under a credit facility or other debt instrument filed as exhibits to the SEC Documents, then the Partnership may pay the Liquidated Damages in kind in the form of the issuance of additional Common Units. Upon any issuance of Common Units as Liquidated Damages, the Partnership shall promptly prepare and file an amendment to the Shelf Registration Statement prior to its effectiveness adding such Common Units to such Shelf Registration Statement as additional Registrable Securities. The determination of the number of Common Units to be issued as Liquidated Damages shall be equal to the amount of Liquidated Damages divided by the average closing price of the Partnership's Common Units on the NYSE for the ten trading days immediately preceding the date on which the Liquidated Damages payment is due. The payment of the Liquidated Damages to a Purchaser shall cease at such time as the Purchased Units of such Purchaser cease to be Registrable Securities. As soon as practicable following the date that the Shelf Registration Statement becomes effective, but in any event within three Business Days of such date, the Partnership shall provide the Purchasers with written notice of the effectiveness of the Shelf Registration Statement.

(c) Waiver of Liquidated Damages. If the Partnership is unable to cause a Shelf Registration Statement to go effective within the 180 days as a result of an acquisition, merger, reorganization, disposition or other similar transaction, then the Partnership may request a waiver of the Liquidated Damages, and each Holder may individually grant or withhold its consent to such request in its reasonable discretion.

(d) Termination of Purchaser's Rights. A Purchaser's rights (and any transferee's rights pursuant to Section 2.10) under this Section 2.01 shall terminate upon the termination of the Effectiveness Period.

(e) Delay Rights. Notwithstanding anything to the contrary contained herein, the Partnership may, upon written notice to any Selling Holder whose Registrable Securities are included in the Shelf Registration Statement, suspend such Selling Holder's use of any prospectus which is a part of the Shelf Registration Statement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to the Shelf Registration Statement) if (i) the Partnership is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and the Partnership determines in good faith that the Partnership's ability to pursue or consummate such a transaction would be materially adversely affected by any required disclosure of such transaction in the Shelf Registration Statement or (ii) the Partnership has experienced some other material non-public event the disclosure of which at such time, in the good faith judgment of the Partnership, would materially adversely affect the Partnership; *provided, however*, in no event shall the Purchasers be suspended for a period that exceeds an aggregate of 30 days in any 90-day period or 90 days in any 365-day period, in each case, exclusive of days covered by any lock-up agreement executed by a Purchaser in connection with any Underwritten Offering. Upon disclosure of such information or the termination of the condition described above, the Partnership shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Shelf Registration Statement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

(f) Additional Rights to Liquidated Damages. If (i) the Holders shall be prohibited from selling their Registrable Securities under the Registration Statement as a result of a suspension pursuant to Section 2.01(e) of this Agreement in excess of the periods permitted therein or (ii) the Registration Statement is filed and declared effective but, during the Effectiveness Period, shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded by a post-effective amendment to the Registration Statement, a supplement to the prospectus or a report filed with the Commission pursuant to Sections 13(a), 13(c), 14 or l5(d) of the Exchange Act, then, until the suspension is lifted or a post-effective amendment, supplement or report is filed with the Commission, but not including any day on which a suspension is lifted or such amendment, supplement or report is filed and declared effective, if applicable, the Partnership shall owe the Holders an amount equal to the Liquidated Damages, following (x) the date on which the suspension period exceeded the permitted period under Section 2.01(e) of this Agreement or (y) the day after the Registration Statement ceased to be effective or failed to be useable for its intended purposes, as liquidated damages and not as a penalty. For purposes of this Section 2.01(f), a suspension shall be deemed lifted on the date that notice that the suspension has been lifted is delivered to the Holders pursuant to Section 3.01 of this Agreement.

Section 2.02 Piggyback Rights.

(a) Participation. If at any time that is on or after 180 days after the date of the Closing the Partnership proposes to file (i) a prospectus supplement to an effective shelf registration statement, other than the Shelf Registration Statement contemplated by Section 2.01, or (ii) a registration statement, other than a shelf registration statement, in either case, for the sale of Common Units in an Underwritten Offering for its own account and/or another Person, then as soon as practicable but not less than three (3) Business Days prior to the filing of (x) any preliminary prospectus supplement to a prospectus relating to such Underwritten Offering pursuant to Rule 424(b) under the Securities Act, (y) the prospectus supplement to a prospectus relating to such Underwritten Offering pursuant to Rule 424(b) under the Securities Act (if no preliminary prospectus supplement is used) or (z) such registration statement, as the case may be, the Partnership shall give notice of such proposed Underwritten Offering to the Holders and such notice shall offer the Holders the opportunity to include in such Underwritten Offering such number of Registrable Securities (the "Included Registrable Securities") as each such Holder may request in writing; *provided*, that each such Holder shall keep all information relating to such Underwritten Offering in confidence and shall not make use of, disseminate or in any way disclose any such information; *provided*, *however*, that if the Partnership has been advised by the Managing Underwriter that the inclusion of Registrable Securities for sale for the benefit of the Holders will have a material adverse effect on the price, timing or distribution of the Common Units in the Underwritten Offering, then the amount of Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.02(b). The notice required to be provided in this Section 2.02(a) to Holders shall be provided on a Business Day pursuant to Section 3.01 hereof. Each such Holder shall then have two Business Days after receiving such notice to request inclusion of Registrable Securities in the Underwritten Offering, except that such Holder shall have one Business Day after such Holder confirms receipt of the notice to request inclusion of Registrable Securities in the Underwritten Offering in the case of a "bought deal" or "overnight transaction" where no preliminary prospectus is used. If no request for inclusion from a Holder is received within the specified time, each such Holder shall have no further right to participate in such Underwritten Offering. If, at any time after giving written notice of its intention to undertake an Underwritten Offering and prior to the closing of such Underwritten Offering, the Partnership shall determine for any reason not to undertake or to delay such Underwritten Offering, the Partnership may, at its election, give written notice of such determination to the Selling Holders and, (x) in the case of a determination not to undertake such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (y) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten Offering. Any Selling Holder shall have the right to withdraw such Selling Holder's request for inclusion of such Selling Holder's Registrable Securities in such offering by giving written notice to the Partnership of such withdrawal up to and including the time of pricing of such offering. Each Holder's rights under this Section 2.02(a) shall terminate when such Holder (together with any Affiliates of such Holder) holds less than $15 million of Purchased Units, based on the purchase price per unit under the Purchase Agreement. Notwithstanding the foregoing, any Holder holding greater than $15 million of Purchased Units, based on the purchase price per unit under the Purchase Agreement, may deliver written notice (an "Opt Out Notice") to the Partnership requesting that such Holder not receive notice from the Partnership of any proposed Underwritten Offering; *provided*, that, such Holder may later revoke any such Opt Out Notice. Following receipt of an Opt Out Notice from a Holder (unless subsequently revoked), the Partnership shall not be required to deliver any notice to such Holder pursuant to this Section 2.02(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings by the Partnership pursuant to this Section 2.02(a).

(b) Priority. If the Managing Underwriter or Underwriters of any proposed Underwritten Offering of Common Units included in an Underwritten Offering involving Included Registrable Securities advises that the total amount of Common Units that the Selling Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have a material adverse effect on the price, timing or distribution of the Common Units offered or the market for the Common Units, then the Common Units to be included in such Underwritten Offering shall include the number of Registrable Securities that such Managing Underwriter or Underwriters advises can be sold without having such adverse effect, with such number to be allocated (i) first, to the Partnership and (ii) second, pro rata among the Selling Holders party to this Agreement and any other Persons who have been or are granted registration rights on or after the date of this Agreement (including the General Partner, "Other Holders"), in each case, who have requested participation in such Underwritten Offering. The pro rata allocations for each such Selling Holder shall be the product of (a) the aggregate number of Common Units proposed to be sold by all Selling Holders and Other Holders in such Underwritten Offering multiplied by (b) the fraction derived by dividing (x) the number of Common Units owned on the Registration Deadline by such Selling Holder or Other Holder by (y) the aggregate number of Common Units owned by all Selling Holders and Other Holders participating in the Underwritten Offering. As of the date of execution of this Agreement, there are no other Persons with Registration Rights relating to Common Units other than as described in this Section 2.02(b) and as set forth in the Partnership Agreement.

Section 2.03 Underwritten Offerings.

(a) Underwritten Offering. Any one or more Holders may deliver written notice to the Partnership that such Holders wish to dispose of Registrable Securities under the Shelf Registration Statement in an Underwritten Offering if the Holders reasonably anticipate selling collectively at least $25 million of Common Units (calculated based on the per unit purchase price of such Common Units). Upon receipt of such written request, the Partnership shall use commercially reasonable efforts to retain underwriters and effect such sale through an Underwritten Offering and take all commercially reasonable actions as are reasonably requested by the Managing Underwriter or underwriters to expedite or facilitate the disposition of such Registrable Securities, including entering into an underwriting agreement; *provided*, *however*, that the Partnership shall not be required to cause its management to participate in a "road show" or similar marketing effort on behalf of any Holder. The Partnership may elect to include primary Common Units in any Underwritten Offering undertaken pursuant to this Section 2.03(a). In addition, any Underwritten Offering undertaken pursuant to this Section 2.03 will be subject to the provisions of Section 2.02(b).

(b) General Procedures. In connection with any Underwritten Offering under this Agreement, the Partnership shall be entitled to select the Managing Underwriter or Underwriters. In connection with an Underwritten Offering contemplated by this Agreement in which a Selling Holder participates, each Selling Holder and the Partnership shall be obligated to enter into an underwriting agreement that contains such representations, covenants, indemnities and other rights and obligations as are customary in underwriting agreements for firm commitment offerings of securities. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Partnership to and for the benefit of such underwriters also be made to and for such Selling Holder's benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to its obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such Selling Holder, its authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by Law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw therefrom by notice to the Partnership and the Managing Underwriter; *provided*, *however*, that such withdrawal must be made up to and including the time of pricing of such Underwritten Offering. No such withdrawal shall affect the Partnership's obligation to pay Registration Expenses. The Partnership's management may but shall not be required to participate in a roadshow or similar marketing effort in connection with any Underwritten Offering.

Section 2.04 Sale Procedures. In connection with its obligations under this Article II, the Partnership will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to the Shelf Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Shelf Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Shelf Registration Statement;

(b) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Shelf Registration Statement and the Managing Underwriter at any time shall notify the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Shelf Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Shelf Registration Statement or such other registration statement or supplement or amendment thereto, and (ii) such number of copies of the Shelf Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Shelf Registration Statement or such other registration statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Shelf Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; *provided*, *however*, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder and each underwriter, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the filing of the Shelf Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Shelf Registration Statement or any other registration statement contemplated by this Agreement or any post-effective amendment thereto, when the same has become effective; and (ii) any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to the Shelf Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement thereto;

(f) immediately notify each Selling Holder and each underwriter, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Shelf Registration Statement or any other registration statement contemplated by this Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; (ii) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) in the case of an Underwritten Offering, furnish upon request, (i) an opinion of counsel for the Partnership, dated the effective date of the applicable registration statement or the date of any amendment or supplement thereto, and a letter of like kind dated the date of the closing under the underwriting agreement, and (ii) a “cold comfort” letter, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership’s financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the “cold comfort” letter shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement included therein) as have been customarily covered in opinions of issuer’s counsel and in accountants’ letters delivered to the underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such underwriters and Selling Holders may reasonably request;

(h) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(i) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and Partnership personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act;

(j) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(k) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(l) provide a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(m) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities; and

(n) the Partnership agrees that, if any Purchaser could reasonably be deemed to be an "underwriter", as defined in Section 2(a)(11) of the Securities Act, in connection with the Shelf Registration Statement, in addition to its obligations set forth in paragraph (i) above, at any Purchaser's request, (A) the Partnership will furnish to such Purchaser, on the date of the effectiveness of the Shelf Registration Statement and thereafter from time to time on such dates as such Purchaser may reasonably request, an opinion of counsel for the Partnership and, to the extent practicable, a "cold comfort" letter signed by the independent public accountants who have certified the Partnership's financial statements included or incorporated by reference into the Shelf Registration Statement, and each of the opinion and "cold comfort" letter shall be in customary form and covering substantially the same matters with respect to the Shelf Registration Statement as have been customarily covered in opinions of issuer's counsel and accountants' letters delivered to the underwriters in Underwritten Offerings of securities of the Partnership and (B) the Partnership will also permit legal counsel to such Purchaser to review and comment upon the Shelf Registration Statement at least five Business Days prior to its filing with the Commission and all amendments and supplements thereto (excluding any filings made under the Securities Exchange Act of 1934 and incorporated therein by reference) within a reasonable time period prior to their filing with the Commission and not file any Shelf Registration Statement or amendment or supplement thereto (excluding any filings made under the Securities Exchange Act of 1934 and incorporated therein by reference) in a form to which such Purchaser's legal counsel reasonably objects.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.04, shall forthwith discontinue disposition of the Registrable Securities until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (f) of this Section 2.04 or until it is advised in writing by the Partnership that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by the Partnership, such Selling Holder will, or will request the managing underwriter or underwriters, if any, to deliver to the Partnership (at the Partnership's expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

Section 2.05 Cooperation by Holders. The Partnership shall have no obligation to include in the Shelf Registration Statement, or in an Underwritten Offering pursuant to Section 2.2(a), Common Units of a Selling Holder who has failed to timely furnish such information that, in the opinion of counsel to the Partnership, is reasonably required in order for the registration statement or prospectus supplement, as applicable, to comply with the Securities Act.

Section 2.06 Restrictions on Public Sale by Holders of Registrable Securities. For one year following the Closing Date, each Holder of Registrable Securities who is included in the Shelf Registration Statement agrees not to effect any public sale or distribution of the Registrable Securities during the 30-day period following completion of an Underwritten Offering of equity securities by the Partnership (except as provided in this Section 2.06); *provided, however*, that the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the officers or directors or any other unitholder of the Partnership on whom a restriction is imposed. In addition, the lock-up provisions in this Section 2.06 shall not apply with respect to a Holder that (A) owns less than $15 million of Purchased Units, based on the purchase price per unit under the Purchase Agreement, (B) has delivered an Opt Out Notice to the Partnership pursuant to Section 2.02(a) or (C) has submitted a notice requesting the inclusion of Registrable Securities in an Underwritten Offering pursuant to Section 2.02(a) but is unable to do so as a result of the priority provisions contained in Section 2.02(b).

Section 2.07 Expenses.

(a) Expenses. The Partnership will pay all reasonable Registration Expenses as determined in good faith, including, in the case of an Underwritten Offering, whether or not any sale is made pursuant to such Underwritten Offering. Each Selling Holder shall pay all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.08 hereof, the Partnership shall not be responsible for legal fees incurred by Holders in connection with the exercise of such Holders' rights hereunder.

(b) Certain Definitions. "Registration Expenses" means all expenses incident to the Partnership's performance under or compliance with this Agreement to effect the registration of Registrable Securities on the Shelf Registration Statement pursuant to Section 2.01 or an Underwritten Offering covered under this Agreement, and the disposition of such securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws (other than fees and expenses of counsel to the Managing Underwriter in connection with an Underwritten Offering), fees of the National Association of Securities Dealers, Inc., fees of transfer agents and registrars, all word processing, duplicating and printing expenses, any transfer taxes and the fees and disbursements of counsel and independent public accountants for the Partnership, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance. "Selling Expenses" means all underwriting fees, discounts and selling commissions allocable to the sale of the Registrable Securities.

Section 2.08 Indemnification.

(a) By the Partnership. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, employees and agents, and each underwriter, pursuant to the applicable underwriting agreement with such underwriter, of Registrable Securities thereunder and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents, against any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees and expenses) (collectively, "Losses"), joint or several, to which such Selling Holder, director, officer, employee, agent or underwriter or controlling Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Shelf Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder, its directors, officers, employee and agents, each such underwriter and each such controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; *provided, however*, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder, its directors, officers, employees and agents or any underwriter or such controlling Person in writing specifically for use in the Shelf Registration Statement or such other registration statement contemplated by this Agreement, or any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder or any such directors, officers, employees agents or any underwriter or controlling Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership, its directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in the Shelf Registration Statement or any other registration statement contemplated by this Agreements, or any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under this Section 2.08. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.08 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; *provided, however*, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnified party shall settle any action brought against it with respect to which it is entitled to indemnification hereunder without the consent of the indemnifying party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, the indemnifying party.

(d) Contribution. If the indemnification provided for in this Section 2.08 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such indemnified party on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations; *provided*, *however*, that in no event shall such Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the indemnified party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss which is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Other Indemnification. The provisions of this Section 2.08 shall be in addition to any other rights to indemnification or contribution which an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 2.09 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Partnership agrees to use its commercially reasonable efforts to:

(a) Make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(b) File with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) So long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Section 2.10 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Securities granted to the Purchasers by the Partnership under this Article II may be transferred or assigned by any Purchaser to one or more transferee(s) or assignee(s) of such Registrable Securities; *provided, however*, that (a) unless such transferee is an Affiliate or a swap counterpart of such Purchaser, each such transferee or assignee holds Registrable Securities representing at least $15 million of the Purchased Units, based on the purchase price per unit under the Purchase Agreement, (b) the Partnership is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee and identifying the securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee assumes in writing responsibility for its portion of the obligations of such Purchaser under this Agreement.

Section 2.11 Limitation on Subsequent Registration Rights. From and after the date hereof, the Partnership shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis that is superior in any way to the piggyback rights granted to the Purchasers hereunder.

ARTICLE III

MISCELLANEOUS

Section 3.01 Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, electronic mail, courier service or personal delivery:

(a) if to Purchaser, to the address set forth in Schedule 8.07 to the Purchase Agreement;

(b) if to a transferee of Purchaser, to such Holder at the address provided pursuant to Section 2.10 above; and

(c) if to the Partnership at 370 17th Street, Suite 2775, Denver, Colorado 80202 (facsimile: 303-___-____).

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via facsimile or sent via Internet electronic mail; and when actually received, if sent by courier service or any other means.

Section 3.02 Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

Section 3.03 Assignment of Rights. All or any portion of the rights and obligations of any Purchaser under this Agreement may be transferred or assigned by such Purchaser in accordance with Section 2.10 hereof.

Section 3.04 Recapitalization, Exchanges, Etc. Affecting the Common Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations and the like occurring after the date of this Agreement.

Section 3.05 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity which such Person may have.

Section 3.06 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, including facsimile counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 3.07 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 3.08 Governing Law. The Laws of the State of New York shall govern this Agreement without regard to principles of conflict of Laws.

Section 3.09 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

Section 3.10 Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Partnership set forth herein. This Agreement and the Purchase Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.11 Amendment. This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of a majority of the then outstanding Registrable Securities; *provided*, *however*, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

Section 3.12 No Presumption. If any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

Section 3.13 Aggregation of Purchased Units. All Purchased Units held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

Section 3.14 Obligations Limited to Parties to Agreement. Each of the Parties hereto covenants, agrees and acknowledges that no Person other than the Purchasers shall have any obligation hereunder and that, notwithstanding that one or more of the Purchasers may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchaser or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise by incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Purchasers under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any assignee of a Purchaser hereunder.

Section 3.15 Interpretation. Article and Section references to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word “including” shall mean “including but not limited to.” Whenever any determination, consent or approval is to be made or given by a Purchaser under this Agreement, such action shall be in such Purchaser’s sole discretion unless otherwise specified.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

DCP MIDSTREAM PARTNERS, LP

By: DCP Midstream Partners GP, LP,
its General Partner

By: DCP Midstream Partners GP, LLC,
its General Partner

By: /s/ Thomas E. Long

Name: Thomas E. Long
Title: Vice President and Chief Financial Officer

BANK OF AMERICA CAPITAL INVESTORS V, L.P.

By: Banc of America Capital Management V, L.P.
its General Partner

By: BACM I GP, LLC
its General Partner

By: /s/ John Shimp

Name: John Shimp
Title: Authorized Signatory

LEHMAN BROTHERS MLP OPPORTUNITY FUND L.P.

By: Lehman Brothers MLP Opportunity Associates L.P.
its General Partner

By: Brothers MLP Opportunity Associates L.L.C.
its General Partner

By: /s/ Jeff Wood

Name: Jeff Wood
Title: Vice President

/s/ William E. Pritchard III

/s/ Frank D. Tsuru

/s/ George W. Passela

/s/ W. Mark Low

/s/ George C. Francisco IV

/s/ Jack E. Vaughn

/s/ Alexander M. McClean

/s/ Jeff Lowe

/s/ William Sawyer

August 29, 2007

MEDIA AND INVESTOR RELATIONS CONTACT: Karen L. Taylor
Phone: 303/633-2913
24-Hour: 303/809-9160

DCP MIDSTREAM AND DCP MIDSTREAM PARTNERS COMPLETE ACQUISITIONS

- **DCP Midstream purchases Momentum Energy Group Inc. (MEG) for $635 million**
- **DCP Midstream Partners purchases certain MEG assets from general partner for $165 million**

DENVER - DCP Midstream, LLC, or DCP Midstream, has completed its previously announced acquisition of the stock of MEG for $635 million, subject to closing adjustments. MEG is a portfolio company of investment firms including Yorktown Energy Partners LLC, Banc of America Capital Investors and Lehman Brothers MLP Partners, L.P. In a separate transaction, DCP Midstream Partners (NYSE: DPM), or the Partnership, completed its previously announced acquisition of certain subsidiaries of MEG from DCP Midstream for $165 million, subject to closing adjustments. DCP Midstream owns the general partner of the Partnership. These transactions mark the combined enterprise's entry into three prominent producing basins: Fort Worth, Piceance and Powder River.

"This acquisition exemplifies our commitment to grow our gathering and processing footprint by entering three prominent producing basins ," said William Easter III, chairman, president and CEO of DCP Midstream. "We foresee future opportunities to deploy growth capital in these new basins and look forward to partnering with the producers in these basins to provide the necessary infrastructure and services to link them to the market." Mark Borer, president and CEO of the Partnership, added "With the close of this transaction, the Partnership has executed over $625 million in acquisitions since April 1, 2007. We are pleased to enter these growth basins, diversify our business portfolio, and to provide immediate accretion to our distributable cash flow. Our ability to jointly pursue growth opportunities with DCP Midstream is a competitive advantage for the Partnership."

DCP Midstream will retain the MEG assets in the Fort Worth Basin which include the 150-mile Tolar system. This system gathers and processes natural gas produced from the prolific Barnett Shale formation, serving over 300,000 dedicated acres in Parker, Hood, Erath, Palo Pinto and Somervell counties in Texas. Both the gathering system and existing processing capacity of 80 million cubic feet per day (MMCFD) are being expanded to accommodate increased drilling including construction of the new Black Diamond plant.

DCP Midstream financed the acquisition with debt. Merrill Lynch & Co. acted as exclusive financial advisor to DCP Midstream on the acquisition and Lehman Brothers Inc. acted as exclusive financial advisor to MEG.

The Partnership purchased the Piceance Basin and Powder River Basin assets of MEG from DCP Midstream. The Piceance Basin assets consist of a 70 percent operating interest in the 31-mile Collbran Valley Gas Gathering system joint venture, which gathers and processes natural gas from over 20,000 dedicated acres in western Colorado. The processing facility capacity is currently being expanded from 60 MMcfd to 120 MMcfd. The other partners in the joint venture, Plains Exploration and Delta Petroleum, are also the producers on the system. The Powder River Basin assets include the 1,324-mile Douglas gas gathering system, which gathers approximately 30 MMcfd of gas and covers more than 4,000 square miles in Wyoming. Also included in the transaction is the idle Painter Unit fractionator and Millis terminal, and associated NGL pipelines currently leased to a third party in southwest Wyoming. DCP Midstream will manage and operate these assets on the Partnership's behalf.

The Partnership financed the acquisition from DCP Midstream with a combination of equity, debt and cash on hand.

DCP Midstream, LLC, headquartered in Denver, Colorado, is one of the nation's largest natural gas gatherers and processors, and one of the largest natural gas liquids (NGLs) producers and NGL marketers. DCP Midstream operates in 16 states across the five largest natural gas producing regions in the United States. DCP Midstream is a 50:50 joint venture between Spectra Energy and ConocoPhillips. For more information, visit the DCP Midstream Web site at www.dcpmidstream.com.

DCP Midstream Partners, LP (NYSE: DPM) is a midstream master limited partnership that gathers, processes, transports and markets natural gas and natural gas liquids and is a leading wholesale distributor of propane. DCP Midstream Partners, LP is managed by its general partner, DCP Midstream GP, LLC, which is wholly owned by DCP Midstream, LLC, a joint venture between Spectra Energy and ConocoPhillips. For more information, visit the DCP Midstream Partners, LP Web site at http://www.dcppartners.com.

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This press release may contain or incorporate by reference forward-looking statements as defined under the federal securities laws regarding DCP Midstream Partners, LP, including projections, estimates, forecasts, plans and objectives. Although management believes that expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to be correct. In addition, these statements are subject to certain risks, uncertainties and other assumptions that are difficult to predict and may be beyond our control. If one or more of these risks or uncertainties materialize, or if underlying assumptions prove incorrect, the Partnership's actual results may vary materially from what management anticipated, estimated, projected or expected. Among the key risk factors that may have a direct bearing on the Partnership's results of operations and financial condition are:

- *the level and success of natural gas drilling 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, asset contributions from our parents, or organic growth projects, and the successful integration and future performance of such assets;*
- *our ability to access the debt and equity markets;*
- *fluctuations in oil, natural gas, propane and other NGL prices; our ability to purchase propane from our principal suppliers for our wholesale propane logistics business; and*
- *the credit worthiness of counterparties to our transactions.*

Investors are encouraged to closely consider the disclosures and risk factors contained in the Partnership's annual and quarterly reports filed from time to time with the Securities and Exchange Commission. The Partnership undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Information contained in this press release is unaudited, and is subject to change.

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August 29, 2007

MEDIA AND INVESTOR RELATIONS CONTACT: Karen L. Taylor
Phone: 303/633-2913
24-Hour: 303/809-9160

DCP MIDSTREAM PARTNERS CLOSES $100 MILLION PRIVATE PLACEMENT OF COMMON UNITS

DENVER - DCP Midstream Partners (NYSE: DPM), or the Partnership, today announced it has closed the previously announced agreement to privately place $100 million of common units representing limited partner interests in the Partnership.

The closing of the sale was concurrent with the closing of the Partnership's $165 million acquisition from DCP Midstream, LLC of certain subsidiaries of Momentum Energy Group Inc. (MEG) that DCP Midstream, LLC acquired in a separate transaction. Both acquisitions are subject to standard closing adjustments. The purchasers in the private placement were certain prior owners of MEG or affiliates of such owners, and were each accredited investors.

The Partnership used the net proceeds from the private placement to fund a portion of the consideration for the acquisition. The Partnership plans to finance the balance of the consideration amount of $165 million through a mix of equity issued to DCP Midstream, LLC, cash on hand, and debt.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy the securities described herein. The securities offered in the private placement have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

DCP Midstream Partners, LP (NYSE: DPM) is a midstream master limited partnership that gathers, processes, transports and markets natural gas and natural gas liquids and is a leading wholesale distributor of propane. DCP Midstream Partners, LP is managed by its general partner, DCP Midstream GP, LLC, which is wholly owned by DCP Midstream, LLC, a joint venture between Spectra Energy and ConocoPhillips. For more information, visit the DCP Midstream Partners, LP Web site at http://www.dcppartners.com.

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- *the level and success of natural gas drilling 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, asset contributions from our parents, or organic growth projects, and the successful integration and future performance of such assets;*
- *our ability to access the debt and equity markets;*
- *fluctuations in oil, natural gas, propane and other NGL prices; our ability to purchase propane from our principal suppliers for our wholesale propane logistics business; and*
- *the credit worthiness of counterparties to our transactions.*

Investors are encouraged to closely consider the disclosures and risk factors contained in the Partnership's annual and quarterly reports filed from time to time with the Securities and Exchange Commission. The Partnership undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Information contained in this press release is unaudited, and is subject to change.

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