

CEDAR FAIR L P
Form DEF 14A
March 28, 2008
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A
Proxy Statement Pursuant to Section 14(a) of the
Securities Exchange Act of 1934
(Amendment No. __)

Filed by the Registrant Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Pursuant to §240.14a-12

CEDAR FAIR, L.P.

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One Cedar Point Drive

Sandusky, Ohio 44870-5259

NOTICE OF ANNUAL MEETING OF LIMITED PARTNER UNITHOLDERS

TO BE HELD ON MAY 15, 2008

The annual meeting of the limited partner unitholders of Cedar Fair, L.P. will be held on Thursday, May 15, 2008 at 9:00 a.m. (Pacific Time) at the Partnership's Knott's Berry Farm Resort Hotel in Buena Park, California. All unitholders are invited to attend the meeting. The meeting is called for the following purposes:

1. To consider and vote upon the election of two Directors of the general partner for a three-year term expiring in 2011.
2. To consider and vote upon the adoption of the 2008 Omnibus Incentive Plan.
3. To confirm the appointment of Deloitte & Touche LLP as our independent registered public accounting firm.
4. To transact such other business as may properly come before the meeting.

Only limited partners that held units as of the close of business on March 17, 2008, are entitled to notice of and to vote at the annual meeting and at any adjournments or postponements of the meeting.

CEDAR FAIR MANAGEMENT, INC.

Richard L. Kinzel

Chairman, President and Chief Executive Officer

Sandusky, Ohio

March 28, 2008

Your vote is very important regardless of the number of limited partnership units you own. Whether or not you plan to attend the annual meeting, we request that you sign, date and return your proxy card by mail in the enclosed envelope, or that you grant your proxy by telephone or over the Internet by following the instructions on the proxy card as soon as possible. Any proxy given may be revoked at any time before it is exercised. If you are present at the annual meeting, you may revoke your proxy and vote personally on each matter brought before the annual meeting.

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THE ANNUAL MEETING

General

This document is furnished in connection with the solicitation of proxies from the limited partner unitholders of Cedar Fair, L.P. (the Partnership) by its general partner, Cedar Fair Management, Inc. (CFMI), for use at the annual meeting. This document and the accompanying form of proxy are first being mailed to limited partner unitholders on or about March 28, 2008.

Time and Place

The annual meeting will be held at the Partnership s Knott s Berry Farm Resort Hotel located at 7675 Crescent Avenue in Buena Park, California, on Thursday, May 15, 2008, at 9:00 a.m. (Pacific Time).

Matters to be Considered

At the annual meeting, the limited partners will be asked to:

elect two (2) Directors for a term expiring in 2011;

adopt the 2008 Omnibus Incentive Plan;

confirm the appointment of Deloitte & Touche LLP as our independent registered public accounting firm; and

vote on any other matters that may be properly raised at the annual meeting.

It is not anticipated that any other matters will be raised at the annual meeting.

Voting Process

Even if you plan to attend the annual meeting in person, the Board urges you to submit your vote as soon as possible by mail, telephone or the Internet. The telephone and Internet voting procedures are designed to authenticate votes cast by use of a personal identification number. These procedures allow unitholders to appoint a proxy to vote their units and to confirm that their instructions have been properly recorded. Instructions for voting by telephone and over the Internet are included on the proxy card. All of the Partnership units represented by proxies properly received prior to or at the annual meeting and not revoked will be voted in accordance with the instructions indicated in the proxies. If no voting instructions are indicated on a proxy, the units represented by that proxy will be voted in favor of each of the proposals.

Any proxy given on the accompanying form may be revoked by the person giving it at any time before it is voted. Proxies may be revoked, or the votes reflected in the proxy changed, by submitting a properly executed later-dated proxy to American Stock Transfer & Trust Company before the vote is taken at the annual meeting or attending the annual meeting and voting in person. If your units are voted through your broker, you must follow directions received from your broker to change those instructions.

If you have more questions about the proposals or if you would like additional copies of this document you should call or write:

Morrow & Co., Inc.

470 West Avenue

Stamford, CT 06902

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Please call: (203) 658-9400 or

Call toll free at: (800) 662-5200 or (800) 607-0088

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Record Date; Voting Right; Quorum; Vote Required

CFMI has fixed the close of business on March 17, 2008, as the record date for unitholders entitled to notice of and to vote at the annual meeting. Only holders of record of units on the record date are entitled to notice of the annual meeting and to vote at the annual meeting. Each holder of record of limited partner units as of the record date is entitled to cast one vote per unit on each of the proposals.

The presence in person or by proxy of holders of a majority of the units entitled to vote at the annual meeting will constitute a quorum for the transaction of any business. In case a quorum is not present, the meeting may be adjourned without notice other than an announcement at the time of the adjournment of the date, time and place of the adjourned meeting. For election as Director, a nominee must receive the affirmative vote of the holders of a plurality of votes of the units represented at the annual meeting in person or by proxy. Approval of the 2008 Omnibus Incentive Plan requires the affirmative vote of a majority of the votes cast at the meeting and requires that the total votes cast on the proposal represent over 50% in interest of all securities entitled to vote on the proposal. The affirmative vote of a majority of the units represented at the annual meeting in person or by proxy is required to confirm the Audit Committee's appointment of Deloitte & Touche LLP as our independent registered public accounting firm for 2008. Abstentions will be counted for purposes of establishing a quorum at the annual meeting, will be counted as votes cast and will have the effect of a vote against a proposal. Broker non-votes will be counted for purposes of establishing a quorum but will not be counted as votes cast.

As of March 17, 2008, there were approximately 54,361,983 units outstanding and entitled to vote at the annual meeting, held by approximately 9,500 holders of record. As of January 31, 2008, the Directors and executive officers of the general partner and their affiliates beneficially owned 2,585,098 units (which includes 1,047,400 vested options), or approximately 4.7% of the units outstanding on that date. See Security Ownership of Certain Beneficial Owners and Management.

PROPOSAL ONE. ELECTION OF DIRECTORS

The Board of Directors of CFMI is comprised of seven directors. The Directors are divided into three classes: Class I, Class II, and Class III. Class I consists of three Directors, and Classes II and III each consist of two Directors. At this meeting, two Class III Directors are to be elected to serve for three-year terms expiring in 2011 and until their respective successors are duly elected and qualified. The Nominating and Corporate Governance Committee has recommended, and the Board of Directors has approved, the nomination of these nominees. As anticipated, Mr. Thomas Tracy announced his retirement from the Board of Directors, effective December 31, 2007, after fulfilling his commitment to remain on the Board until the transition and integration process of the Paramount Parks Inc. acquisition was substantially complete. Mr. C. Thomas Harvie was appointed by the Board of Directors to serve the remainder of Mr. Tracy's term as a Class I Director ending in 2010.

All of the nominees have agreed to stand for election. While the Partnership has no reason to believe that any of these nominees will be unable or unwilling to serve at the time of the annual meeting, in the unlikely event one of them does not stand for election, the Board will reduce the number of Directors standing for election. For election as a Director, a nominee must receive the affirmative vote of the holders of a plurality of votes of the units present in person or by proxy at the annual meeting and entitled to vote. **The Board of Directors recommends a vote FOR these nominees.**

Nominees for election as Class III Directors to serve until 2011:

Darrel D. Anderson, age 63, is currently involved with the management of private investments. He was a general partner of Knott's Berry Farm, Orange County, California's oldest theme amusement park, from 1960 to 1998 and served as chairman of the Knott family board. He is currently a director of and also a past chairman of the board of Olive Crest Treatment Centers, the largest provider of residential services for abused children in southern California. He is a member of the Audit Committee of CFMI.

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David L. Paradeau, age 65, is owner and chief executive officer of Minnesota Zephyr Limited and the Stillwater Grill in Stillwater, Minnesota. He was the founder and creator of that dining and entertainment operation, which was established in 1986. He is also the owner of D.L. Paradeau Marketing, a consulting firm. He has 42 years of experience in marketing and advertising in the brewing industry and in the amusement and entertainment business. Mr. Paradeau is chair of the Nominating and Corporate Governance Committee of CFMI.

Class I Directors serving until 2010:

Richard S. Ferreira, age 67, is a retired executive vice president and chief financial officer of Golf Hosts, Inc. (developer and owner of nationally recognized resorts in Colorado and Florida) and a past member of its Board of Directors. Mr. Ferreira was associated with Golf Hosts, Inc. for more than 26 years. Mr. Ferreira is a member of the Compensation Committee and chair of the Audit Committee of CFMI.

Richard L. Kinzel, age 67, has served as chairman of the Board since 2003 and as president and chief executive officer of the Partnership's general partner since 1986. Mr. Kinzel has been employed by the Partnership or its predecessor since 1972.

C. Thomas Harvie, age 64, is senior vice president, general counsel and secretary of The Goodyear Tire & Rubber Company. Mr. Harvie has been with The Goodyear Tire & Rubber Company since 1995. Prior to his current position, Mr. Harvie was vice president and associate general counsel at TRW Inc., where he had served since 1976. Mr. Harvie is a member of the Nominating and Corporate Governance Committee and the Compensation Committee.

Class II Directors serving until 2009:

Michael D. Kwiatkowski, age 60, is a real estate broker and has also been a consultant in the food industry since 1996. Prior to that he served as chairman of PCS, which owned and operated a chain of 11 restaurants, from 1986 to 1996. He has more than 30 years of experience in amusement parks and branded restaurant operations. Mr. Kwiatkowski is a member of the Nominating and Corporate Governance Committee and the Audit Committee and chair of the Compensation Committee of CFMI.

Steven H. Tishman, age 51, has been a managing director at Rothschild, Inc., in New York, New York, since November 2002. He was a managing director of Robertson Stephens from November 1999 to November 2002, prior to which he was a senior managing director of Bear, Stearns & Co., Inc. Mr. Tishman is also a director of Odimo, Inc.

BOARD MATTERS AND CORPORATE GOVERNANCE

Board of Directors

The Board met eight times in 2007. Committees of the Board met from time to time upon call of the Chairman of the Board or individual Committee Chairs. During 2007, each Director attended at least 75% of all of the meetings of the Board and the committees on which he served. All Directors attended last year's annual meeting. Directors are expected to attend all meetings of the Board, meetings of the Committees on which they serve and the annual meeting.

Executive sessions of non-employee Directors are regularly scheduled and were held six times during 2007. Executive sessions are attended by non-employee Directors only, and those Directors determine who will preside at each meeting.

The Board has affirmatively determined that current Board members Darrel D. Anderson, Richard S. Ferreira, Michael D. Kwiatkowski, David L. Paradeau, and C. Thomas Harvie meet the independence criteria of

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the NYSE listing standards. The Board has determined that Mr. Tishman is not independent because his firm, Rothschild, Inc., has served as an advisor to the Partnership in the past and may do so again in the future. Mr. Kinzel is also not independent because he is an executive officer of the Partnership.

Communication with the Board

Unitholders and interested parties may communicate directly with the Board by sending communications to the attention of Brenda Lakner, One Cedar Point Drive, Sandusky, Ohio 44870-5259. The correspondence will be forwarded to the Chair of the Nominating and Corporate Governance Committee who will review the correspondence and take action accordingly.

CFMI has a toll-free hotline that is available to anyone, including unitholders, who wishes to bring a matter to the attention of the non-employee Directors. The telephone number of the hotline is 800-650-0716. The Audit Committee of the Board of Directors is charged with reviewing information received and taking appropriate action as necessary.

Board Committees

The Board has three committees: an Audit Committee, a Compensation Committee, and a Nominating and Corporate Governance Committee. Each Committee is composed entirely of independent Directors, as that term is defined in the NYSE listing standards, and each member of the Audit Committee is independent as required under Section 301 of the Sarbanes-Oxley Act of 2002. Each Committee's charter, the Corporate Governance Guidelines and the Code of Conduct and Ethics are available on the Partnership's website at www.cedarfair.com and available in print to any unitholder upon request. Each Committee conducts an annual evaluation of its performance, and the Nominating and Corporate Governance Committee annually conducts an evaluation of the Board.

The members of the Board and the committees of the Board on which they serve as of the date of this proxy statement are identified below.

Director	Audit Committee	Compensation Committee	Nominating and Corporate Governance Committee
Darrel D. Anderson	*		
Richard S. Ferreira	**	*	
Richard L. Kinzel			
Michael D. Kwiatkowski	*	**	*
Steven H. Tishman			
David Paradeau			**
C. Thomas Harvie		*	*

* Member

** Chair

The Audit Committee is responsible for appointing and meeting with the Partnership's independent registered public accounting firm and for assisting the Board in its oversight of the financial statement reporting, internal audit and risk management functions. The Audit Committee met five times in 2007. The Board has determined that each Committee member is financially literate, and Richard S. Ferreira, the chair of the Committee, is the designated financial expert. The Audit Committee's report is at page 38 of this proxy statement.

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The Compensation Committee is responsible for reviewing the Partnership's compensation and employee benefit policies and programs, and recommending related actions, as well as executive compensation decisions, to the Board of Directors. The Compensation Committee met six times in 2007. The Compensation Committee Report is at page 35 of this proxy statement. Compensation decisions for the chief executive officer are made by the Compensation Committee and are subject to Board approval. The Committee makes recommendations to the Board of Directors with respect to non-CEO compensation, incentive compensation plans and equity-based compensation based on discussions with the chief executive officer. The Committee has the discretion to hire outside consulting firms and has done so in the past, but did not hire a consultant in 2007.

The Nominating and Corporate Governance Committee is responsible for recommending criteria for service as a director, identifying qualified Director nominees to enhance the Board, for recommending the fees paid to the Directors and Board Committee members for services in those capacities, and for playing a leadership role in shaping the governance of CFMI. The Committee believes candidates for the Board should have the ability to exercise objectivity and independence in making informed business decisions; the highest integrity; extensive knowledge, experience and judgment; loyalty to the interests of the Partnership and its unitholders; and a willingness to devote the extensive time necessary to fulfill a director's duties. The Committee conducts all necessary and appropriate inquiries into the background and qualifications of Board candidates meeting these criteria. This Committee met one time in 2007.

Due to Cedar Fair's limited partnership structure, there is currently no procedure by which unitholders can nominate Directors. This is consistent with the general governance of other limited partnerships.

Compensation Committee Interlocks and Insider Participation

None of our Directors who served on the Compensation Committee during 2007 was a current or former officer or an employee of the Partnership or had any relationship with us that would be required to be disclosed by us under applicable related party requirements. There are no interlocking relationships between the Partnership's executive officers or Directors and the board or compensation committee of another entity.

PROPOSAL 2. ADOPTION OF THE 2008 OMNIBUS INCENTIVE PLAN

On October 31, 2007, the Board approved the Cedar Fair, L.P. 2008 Omnibus Incentive Plan (the Omnibus Plan), subject to approval by our unitholders at this annual meeting. If approved by our unitholders, the Omnibus Plan will supersede and replace the following incentive compensation plans: our Amended and Restated Senior Management Long-Term Incentive Compensation Plan, our Amended and Restated 2000 Equity Incentive Plan, and our Amended and Restated 2000 Senior Executive Management Incentive Plan. If our unitholders approve the Omnibus Plan, the Board will take all actions necessary to terminate those incentive plans, and no further grants will be made under those plans. The terminations will not affect awards that are outstanding under those plans. A copy of the Omnibus Plan is attached to this proxy statement as Appendix A, and the following summary is qualified in its entirety by reference to the Omnibus Plan.

Purpose and Awards. The purpose of the Omnibus Plan is to attract and retain outstanding individuals to serve as officers, Directors and employees of the Partnership, certain affiliates of the Partnership and CFMI and to enhance the value of Cedar Fair for the benefit of its limited partners. The Omnibus Plan provides an opportunity for officers and Directors to acquire an interest in the growth and performance of our units and provides employees annual and long-term incentive awards as determined by the Board. Under the Omnibus Plan, the Compensation Committee of the Board (the Committee) may grant unit options, unit appreciation rights, restricted units, performance awards, other unit awards, cash incentive awards and long-term incentive awards.

Administration. The Omnibus Plan is administered by the Compensation Committee, which has full power and authority to interpret and administer the Omnibus Plan and any related award agreements. Among

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other powers, the Committee has full power and authority to: select the eligible persons to whom awards may be granted; determine the type(s) of award(s) to be granted; to prescribe the form of award notices, agreements and other instruments, and to determine the terms and conditions of each award, consistent with the terms of the Omnibus Plan. The Committee may establish, alter and repeal rules and regulations in accordance with applicable law and appoint appropriate agents for administering the Omnibus Plan.

Eligibility. Key employees, officers and Directors (including non-employee Directors) of the Partnership, of any of our affiliates covered by the Omnibus Plan and of CFMI are eligible to participate in the Omnibus Plan. The Committee has sole discretion to designate those individuals eligible to participate in the Omnibus Plan, and no member of the Committee will participate in his selection as a participant or in the grant of any award to himself. We estimate that approximately 35 persons currently would be eligible for selection to participate in the plan.

Units Subject to the Omnibus Plan. The total number of units of limited partnership interest with respect to which awards may be granted under the Omnibus Plan is 2,500,000, subject to adjustment upon changes in capitalization described below. No participant may be granted awards in any one calendar year with respect to more than 200,000 units. Units subject to an award that is forfeited, terminated, unexercised at the time the award expires or settled in cash; units that otherwise can no longer be issued under an award; and units used by a participant as full or partial payment of the purchase price upon the exercise of a unit option will be available again for awards under the Omnibus Plan. The closing price per unit on the NYSE was \$21.85 per share on March 19, 2008.

Adjustments upon Changes in Capitalization. Certain changes to the Omnibus Plan and to outstanding awards, including appropriate adjustments to the number, class and kind of units as to which awards may be granted under the Omnibus Plan and to the number, class, kind and exercise price of units subject to outstanding awards, will be made by the Compensation Committee to reflect changes in our capitalization, including mergers, reorganizations, consolidations, recapitalizations, unit dividends, unit splits, reverse unit splits, spin offs, or similar transactions or changes in legal structure affecting the units. The number of units or other securities subject to any award will always be a whole number, and the Committee will consider the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and regulations and other guidance issued under it (Section 409A) in making these adjustments and substitutions.

Unit Options. Options to purchase units may be granted on terms and conditions determined by the Committee and consistent with the Omnibus Plan. The exercise price per unit purchasable under an option may not be less than the closing price of the Partnership's units on the NYSE the day prior to grant. The number of units subject to an option and term of each option will be fixed on the date of grant. The Committee will determine the time(s) at which options will be exercisable at or subsequent to their grant, but the exercisability of an option may not be extended beyond the earlier of the option's latest original expiration date or the ten (10) year anniversary of the date of grant. The option price is payable in cash, units or other consideration as determined by the Committee and specified in the award agreement. No option feature may allow for the deferral of compensation (within the meaning of Section 409A) other than the deferral of recognition of gain until the later of the exercise or disposition of the option or the time the units acquired pursuant to the exercise of the option first becomes substantially vested (as defined in Treasury Regulation Section 1.83-3(b)).

Unit Appreciation Rights. Unit appreciation rights (UARs) may be granted on terms and conditions determined by the Committee and consistent with the Omnibus Plan. The exercise price (which may not be less than the closing price of the Partnership's units on the NYSE the day prior to the date of grant), the number of units subject to the UAR and the term of the UAR will be fixed on the date of grant. The Committee will determine the time(s) at which UARs will be exercisable at or subsequent to their grant, which may not be extended beyond the earlier of the UAR's latest original expiration date or the ten (10) year anniversary of the date of grant. UARs may be granted either separately or in conjunction with another type of award under the Omnibus Plan. Upon exercise of a UAR, the holder will receive payment from us equal to the appreciation in fair market value of the units covered by the UAR over the grant price of the UAR. Any UAR granted in connection with an option will be granted at the same time the option is granted and will terminate at the time that the option

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does. The Committee may determine the manner of payment within thirty (30) calendar days of exercise of a UAR, which may take the form of cash, units, other property or any combination of them. No UAR feature may allow for the deferral of compensation (within the meaning of Section 409A) other than the deferral of recognition of income until the exercise of the UAR.

Restricted Unit Awards. The Compensation Committee may grant restricted unit awards on terms and conditions consistent with the Omnibus Plan. Unless otherwise determined by the Committee at the time of grant, if a participant's employment with us is terminated, any restricted units will be forfeited and returned to us, provided that the Committee may waive this forfeiture requirement in the case of retirement, death, disability or other special circumstances.

Performance Awards. The Committee may grant performance awards, which are awards valued by reference to a designated number of units or other property and which may be paid upon achievement of specified performance goals, under the Omnibus Plan. The Committee will specify the performance criteria to be achieved, the applicable performance period and the time and form of payment of the award in an award agreement. Performance awards may be paid in cash, units, other property, or any combination of them, as determined by the Committee at the time of payment. Unless otherwise determined by the Committee at the time of grant, if a participant leaves our employment prior to the end of a performance period, the performance award is forfeited except in the case of death or retirement, in which cases the performance award is prorated and made after the end of the performance period. All payments made for performance awards will be in accordance with Section 409A, and the time and form of payment of performance awards may not be accelerated except as permitted under Section 409A.

Other Unit Awards. The Committee may make awards of other rights, interests or options that are valued in whole or in part by reference to, or are otherwise based on, units, including securities convertible into units. Other unit awards may be granted alone or in conjunction with other plan awards, and their terms and conditions will be determined by the Committee and set forth in a written award agreement. Other unit awards may be paid in units, other securities of the Partnership, cash or any other form of property as determined by the Committee. Units (including securities convertible into units) purchased pursuant to a purchase right will be purchased for the consideration determined by the Committee, which will not be less than the closing price of our units on the NYSE the day before or the fair market value of the other securities as of the date that the purchase right is awarded. The time and form of payment of such other awards may not be accelerated except as permitted under Section 409A.

Cash Incentive Awards. The Omnibus Plan provides for cash incentive awards based on a participant's base salary, a target award percentage, and performance measures to be assessed during a performance period, as determined in the Committee's discretion. Target award percentages may range from 10% to 100% of base salary, with actual payout subject to certain discretionary adjustments that may be made by the Committee which may not exceed 150% of the award target. The Committee will establish performance measures and the performance period in writing before the performance period begins. Performance measures may have multiple levels of performance weighted differently, may or may not be readily quantifiable and may include individualized measures and/or performance measures determined on a Partnership, affiliate, business unit, management function, or other basis. If a participant retires or dies during a performance period, his or her cash incentive award will be prorated. Except in cases of retirement or death, a participant who ceases to be employed by us will forfeit his or her entire cash incentive award unless the Committee determines otherwise. A participant will also forfeit any unpaid cash incentive award (and any such awards deferred in accordance with the Omnibus Plan) if the Committee determines that the participant, without the prior written consent of the Partnership, has engaged in competitive activities, disclosed confidential information or used confidential information other than for our business.

Long-Term Incentive Awards. Participants eligible to be awarded long-term incentive awards are determined for each performance period by the Committee, but will generally include the chief executive officer, the general managers of our parks and the corporate vice presidents who report to the chief executive officer. The formulas for targets are set forth in the plan or in individual award agreements and generally relate to the budgets

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set forth for parks and our overall operations. The Committee may determine the formulas for targets for other eligible participants to whom it grants long-term incentive awards. Target long-term incentive awards are converted to a base number of phantom units using the closing price of the Partnership's units on the NYSE on the day before the target is determined. Each performance period's long-term incentive awards will be computed as of the end of the performance period as a percentage of the base number of phantom units for each Participant based on actual results achieved compared to the approved targets for that performance period. No long-term incentive award will be earned if none of the performance measures for the applicable performance period are met. The Committee has discretion, based on factors it deems relevant, to adjust a long-term incentive award up or down from the payout that would be received based solely on achievement of performance measures. Upward adjustments, however, may not exceed 150% of the award target. Long-term incentive awards earned in a given performance period, plus accumulated phantom distributions on the phantom units from the date the target awards were approved until paid, will be payable in cash, units or a combination, as determined by the Committee in a specified number of years following the date of grant. Termination of employment prior to any payment will result in forfeiture of unpaid amounts, except in instances of death, disability or retirement as provided in the Omnibus Plan. No acceleration of the time, or change of the form, of payment may be made except in accordance with Section 409A.

Deferral of Award Payments. The Committee may establish procedures, as provided in Schedule A to the Omnibus Plan, for the deferral of the payment of any award other than a unit option or a UAR. The required timing by which a participant must make a deferral election is specified in Schedule A. A deferral election must irrevocably specify the amount of an award to be deferred as a percentage of the award, which may generally range from ten percent (10%) to one hundred percent (100%) of the award.

Transferability. Unless the Committee provides otherwise at the time of grant, no award and no units that have not been issued or as to which any applicable restriction, performance, or deferral period has not lapsed, may be sold, assigned, transferred, pledged or otherwise encumbered, except by will or by the laws of descent and distribution.

Cancellation or Suspension of Awards; Competition. Among other circumstances determined by the Committee, a participant may be required to forfeit unexercised, unearned or unvested awards under the Omnibus Plan if the Committee determines that the participant, without the consent of the Committee, engaged directly or indirectly in any business or activity that is competitive with our business or otherwise detrimental to us.

Amendment. The Board may amend, alter, or discontinue the Omnibus Plan, but no amendment, alteration, or discontinuation may impair the rights of a participant under an outstanding award without the participant's consent. The Company will obtain unitholder approval of any Omnibus Plan amendment to the extent necessary or desirable to comply with applicable laws. The Committee may amend the terms of any award, prospectively or retroactively, but no award amendment may impair a participant's rights without his or her consent.

Change in Control. Unless otherwise determined by the Committee at the time of granting an award, in the event of a change in control (as defined in the Omnibus Plan), any outstanding unvested options and UARs will vest and become fully exercisable, all restrictions and limitations applicable to any restricted unit or other unit award will lapse and restricted units and other unit awards will become fully vested and transferable. In addition, all performance awards will be considered to be earned and payable in full without restriction. Cash incentive awards and long-term incentive awards will be deemed to have been earned as if 100% of the target was achieved. All payments made in connection with these awards will be paid or distributed in a lump sum within thirty (30) days following the change in control. Option holders may elect to surrender all or part of the option in lieu of paying the option purchase price and receive cash equal to the spread between the fair market value and option price per unit multiplied by the number of units underlying the option being exercised.

Term. The Omnibus Plan will remain in effect for ten (10) years after the effective date of the plan, subject to the right of the Board to discontinue the plan prior to that time. Awards outstanding on the ten (10) year anniversary of the effective date (or an earlier termination date if established by the Board pursuant to the plan) shall continue in accordance with their terms.

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Federal Income Tax Consequences. The following summary of certain federal income tax consequences relating to the Omnibus Plan is based upon the laws and regulations currently in effect and does not purport to be a complete statement of the law in this area. Furthermore, the discussion below does not address the tax consequences of the receipt or exercise of awards under foreign, state or local tax laws, and such tax laws may not correspond to the federal income tax treatment described herein. The exact federal income tax treatment of transactions under the Omnibus Plan will vary depending upon the specific facts and circumstances involved, and participants are advised to consult their personal tax advisors with regard to all consequences arising from the grant or exercise of awards and the disposition of any acquired units.

Unit Options. The grant of a unit option under the Omnibus Plan should generally not create any federal income tax consequences to the recipient, the Partnership, or any of its subsidiaries. A participant who is granted a unit option should generally recognize ordinary income at the time of exercise in an amount equal to the excess of the fair market value of the unit at such time over the exercise price. Generally, the Partnership or one of its subsidiaries (i) will be entitled to a deduction in the same amount and at the same time as the participant recognizes ordinary income and (ii) in some circumstances, will recognize gain or loss upon the transfer of Partnership units pursuant a unit option. Under certain circumstances, the Partnership may be deemed to receive a distribution from one of its subsidiaries, which, in the case of a corporate subsidiary, could be a taxable dividend. For a discussion of additional tax consequences that will arise upon a participant's receipt of unrestricted units, see the paragraph entitled *Other Tax Consequences of Receiving Units* below.

Unit Appreciation Rights. The grant of unit appreciation rights should generally not create any federal income tax consequences to the recipient, the Partnership or any of its subsidiaries. A participant would generally recognize ordinary income at the time a payment is made in either cash or units under the unit appreciation rights. If a unit appreciation right is settled in cash by the issuer, the issuer should generally be entitled to an income tax deduction in the amount paid. If a unit appreciation right is settled with Partnership units, the Partnership or one of its subsidiaries generally (i) will be entitled to a deduction in the same amount and at the same time as the participant recognizes ordinary income and (ii) in some circumstances, will recognize gain or loss upon the transfer of Partnership units in settlement of a unit appreciation right.

Restricted Units. Generally, a participant should not recognize income and the Partnership and its subsidiaries should not be entitled to an income tax deduction at the time an award of restricted units is made under the Omnibus Plan, unless the participant makes the election described below. A participant who has not made such an election should generally recognize ordinary income at the time the restrictions on the units lapse in an amount equal to the fair market value of the restricted units at such time. Generally, the Partnership or one of its subsidiaries (i) will be entitled to a deduction in the same amount and at the same time as the participant recognizes ordinary income and (ii) in some circumstances, will recognize gain or loss upon lapse of restrictions on Partnership units transferred to participants. Any distributions paid in cash and received by a participant prior to the time the restrictions lapse should generally constitute compensation income to the participant in the year paid, and the Partnership or one of its subsidiaries should generally be entitled to a corresponding income tax deduction for such distributions. Any distributions paid in units should generally be treated as awards of additional restricted units subject to the tax treatment described herein.

A participant may, within 30 days after the date of the award of restricted units, elect, under Code Section 83(b), to recognize ordinary income as of the date of the award in an amount equal to the fair market value of such restricted units on the date of the award (less the amount, if any, the participant paid for such restricted units). If the participant makes such an election,

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then (i) the Partnership or one of its subsidiaries would, under certain circumstances, be entitled to a corresponding income tax deduction in the same amount and at the same time as the participant recognizes income and (ii) the participant should (as discussed below under the paragraph entitled, *Other Tax Consequences of Receiving Units*) generally be treated as a limited partner as of the effective date of the election. Accordingly, the participant should receive allocations of partnership items, and any distributions made to the participant will generally either reduce the participant's basis in its units or be capital gain to the participant. If the participant who has made an election subsequently forfeits the restricted units, then the participant should generally not be entitled to claim a credit for the tax previously paid. For a discussion of additional tax consequences that will arise if a participant receives restricted units, but makes a Code Section 83(b) election, see the paragraph entitled *Other Tax Consequences of Receiving Units* below.

Performance Awards. The grant of a performance award should create no income tax consequences for the participant or for the Partnership or any of its subsidiaries. Upon the participant's receipt of cash, units and/or other property after the end of the applicable performance period, the participant should recognize ordinary income equal to the amount of cash and/or the fair market value of the units or other property received. The Partnership or one of its subsidiaries should generally be entitled to a deduction in the same amount and at the same time as the participant recognizes income. If Partnership units are issued to a participant after the end of the applicable performance period, under some circumstance, the Partnership or one of its subsidiaries will recognize gain or loss upon the transfer of Partnership units. For a discussion of additional tax consequences that will arise upon a participant's receipt of unrestricted units, see the paragraph entitled *Other Tax Consequences of Receiving Units* below.

Other Unit Awards. The tax consequences of other unit awards will depend upon the manner in which those awards are structured by the Committee.

Cash Incentive Awards. A participant who is paid a cash incentive award should generally recognize ordinary income equal to the amount of cash paid on the date of the payment of the award, and the Partnership or one of its subsidiaries should generally be entitled to a corresponding income tax deduction.

Long-Term Incentive Awards. The grant of a long-term incentive award should create no income tax consequences for the participant or for the Partnership or any of its subsidiaries. Upon the participant's receipt of cash and/or units after the end of the applicable performance period, the participant should generally recognize ordinary income equal to the amount of cash and/or the fair market value of the units received. The Partnership or one of its subsidiaries should generally be entitled to an income tax deduction in the same amount and at the same time as the participant recognizes income. If Partnership units are issued to a participant after the end of the applicable performance period, under some circumstance, the Partnership or one of its subsidiaries will recognize gain or loss upon the transfer of Partnership units. For a discussion of additional tax consequences that will arise upon a participant's receipt of unrestricted units, see the paragraph entitled *Other Tax Consequences of Receiving Units* below.

Other Tax Consequences of Receiving Units. If a participant acquires unrestricted units (*e.g.*, from the exercise of an option or the settlement of a unit appreciation right), the restrictions applicable to restricted units lapse or the participant makes an election under Code Section 83(b), the participant should (upon the receipt of such units, the lapse of such restrictions or the effective date of such election), for federal income tax purposes, become a

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limited partner, rather than an employee. Such participant should thereafter no longer receive a Form W-2 but should receive a Form K-1 with his or her former salary and wages denominated as guaranteed payments. Such a participant should be subject to the same tax consequences from the ownership and disposition of limited partnership units as other limited partners. Such a description is beyond the scope of this summary but may be found in any prospectus offering limited partnership units, for example the Prospectus Supplement dated July 14, 2004 to Prospectus dated July 9, 2004.

Issuance of Options and Other Compensation to Directors of the Partnership's General Partner. Under some circumstances, a subsidiary of the Partnership or the Partnership itself may issue Partnership units, options to acquire Partnership units, restricted Partnership units or other forms of compensation contemplated under the Omnibus Plan to directors of the Partnership's general partner. In that event, the Partnership and/or the general partner could have a deemed distribution, which, in the case of a corporate subsidiary, could be taxable as a dividend.

Vote Required. Approval of the 2008 Omnibus Incentive Plan requires the affirmative vote of a majority of the votes cast at the meeting and requires that the total votes cast on the proposal represent over 50% in interest of all securities entitled to vote on the proposal.

The Board of Directors recommends a vote FOR the proposed adoption of the 2008 Omnibus Incentive Plan.

PROPOSAL THREE: APPOINTMENT OF INDEPENDENT REGISTERED

PUBLIC ACCOUNTING FIRM

The Audit Committee has appointed Deloitte & Touche LLP (Deloitte) as our independent registered public accounting firm to audit our consolidated financial statements for 2008 and requests that our unitholders confirm that appointment. Deloitte audited our consolidated financial statements and management's report on internal controls over financial reporting for 2007. A representative of Deloitte will be present at the annual meeting and will be given an opportunity to make a statement and to respond to appropriate questions.

If our unitholders do not confirm our appointment of Deloitte, the Audit Committee will reconsider whether to retain Deloitte, and may retain that firm or another firm without re-submitting the matter to our unitholders. In all cases, the Audit Committee retains its right to appoint a different independent registered public accounting firm at any time during the year if it determines that such a change would be in our best interests and the interests of our unitholders. The affirmative vote of a majority of the units represented in person or by proxy at the annual meeting is required for ratification.

The Board of Directors recommends a vote FOR Proposal Three to confirm the Audit Committee's appointment of Deloitte & Touche LLP as our independent registered public accounting firm for 2008.

EXECUTIVE COMPENSATION

Compensation Discussion And Analysis

This Compensation Discussion and Analysis describes our compensation philosophy and objectives, our methods for determining executive compensation, the elements of executive compensation and the reasons that we have elected to pay these particular elements of compensation. Throughout this proxy statement the individuals listed in the summary compensation table on page 18 are referred to as the named executive officers.

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Compensation Philosophy and Objectives

Our compensation program is designed to give key employees a proprietary and vested interest in our growth and performance, to generate an increased incentive to contribute to our future success and to enhance our ability to attract and retain exceptional managerial talent upon whom, in large measure, our sustained growth, progress and profitability depend. Our compensation structure rewards successful individual performance and considers the operating results of the Partnership as well as the operating results on a park-by-park basis. Our compensation structure is flexible and allows us to respond to changes in our industry and business environment.

The objectives of our compensation program are:

To provide compensation that motivates and encourages hard work among employees;

To retain those employees with a track record of strong performance;

To compete on a national level for qualified individuals that can institute our system of managing amusement parks throughout our 18 locations; and

To structure competitive compensation packages to recruit those individuals to the Partnership.

We believe that our compensation levels are effective at retaining and attracting top executives. For example, the five named executive officers have an aggregate of 113 years of service with us. Each has held various positions and been elevated within the Partnership. We continually reassess our compensation levels, benefits and incentive opportunities as we consider the best methods to recruit, reward and retain key personnel. This past year, in connection with changes required by Section 409A of the Internal Revenue Code, we undertook a comprehensive review of our change in control plan (which was originally adopted in 1995), our supplemental retirement plan and our incentive plans to determine whether these plans met our current needs. As a result of this review, we amended all of the abovementioned plans as well as the existing employment agreements with our executive officers. These amendments are discussed in detail under Narrative to Summary Compensation and Grants of Plan Based Awards Tables and Potential Payments Upon Termination or Change in Control in this proxy statement.

We also decided to streamline and consolidate our incentive compensation plans. The three plans that we currently have in place have been consolidated into the 2008 Omnibus Incentive Plan that we are recommending for your approval at the annual meeting. Please see Proposal 2. Adoption of the 2008 Omnibus Incentive Plan in this proxy statement for additional details regarding our recommendation.

Finally, we adopted the 2008 Supplemental Retirement Plan for executives in February 2008. This 2008 plan is in addition to our already existing supplemental retirement plan. However, as discussed later in this proxy statement, our existing supplemental retirement plan was put into place in 1992 and was not open to additional participants. Of our current named executive officers, only Messrs. Kinzel and Falfas participate, but no allocations have been made into that plan since May 2004. This plan will continue in effect with respect to its current participants, but our executives, including Mr. Falfas, will have the opportunity to participate in the 2008 Supplemental Retirement Plan. This plan will provide an additional retirement benefit to certain officers. As of February 2008, Messrs. Falfas, Crage, and Decker were designated by the Board to participate in the plan. Messrs. Falfas's and Crage's accounts were credited with \$100,000 for the 2008 plan year, and Mr. Decker's account was credited with \$50,000.

Determining Executive Compensation

The Compensation Committee and the chief executive officer work together to individualize compensation levels and elements for our executive officers. We combine the compensation elements discussed

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below in a manner that we believe will optimize the executive's contribution to the Partnership. In general, we work within ranges of base salary commensurate with the executive's scope of responsibilities and use our cash bonus and phantom unit award programs to challenge the executive to achieve superior annual results. We do not adhere to a mechanical application of a system of compensation tied solely to annual results, recognizing that there are many factors to consider in assessing an individual's value to the Partnership.

Although our Board, upon recommendation from the Compensation Committee, makes the final compensation decisions for the named executive officers, the process of determining compensation is a collaborative process between the Compensation Committee and the chief executive officer. The Compensation Committee and the chief executive officer may also consider input from compensation consultants regarding competitive practices and salary levels at similarly sized companies. Our chief executive officer dedicates time annually to review all of his direct reports, including the other named executive officers, as well as all of the park general managers. He reviews each individual against budget targets, operational targets and individual performance objectives established before the operating season begins and summarizes this information for the Compensation Committee. The Committee then makes compensation determinations, often exercising its discretion to modify the chief executive officer's recommendations to higher or lower levels. Decisions regarding the chief executive officer's compensation are made by the Compensation Committee, together with the Board of Directors, based upon its review of his performance and the Partnership's performance.

Our budgets and related plans for compensation are made in early March, prior to the beginning of the operating season. In early March, the Board approves the budget for the current fiscal year and establishes preliminary potential cash bonus percentages and the related performance targets for the upcoming season. The types of targets established for each individual vary in accordance with his or her position. For example, corporate vice presidents' performance targets relate to Partnership performance, particularly achievement of targeted EBITDA. Park general managers may have performance targets related to capital projects or reducing particular expenses at the parks they manage. The cash bonus percentage is determined in the Compensation Committee's discretion.

The Board reviews compensation matters after the seasonal parks have closed for the season and the financial results for the season are available. The chief executive officer finalizes his evaluations of the other named executive officers, among others, and prepares recommendations with respect to cash and phantom unit awards as well as salary adjustments for the coming year. The chief executive officer generally presents this report to the Compensation Committee in October and to the Board at the November Board meeting. Based on Partnership performance, park performance and individual performance, the Compensation Committee makes final recommendations with regard to cash bonuses, phantom unit awards and any salary adjustments, subject to Board approval.

We expect the Partnership's performance to exceed market median, and accordingly we believe that providing potential compensation that exceeds market median to our executives is appropriate. In addition, in order to remain in the top echelon of our industry, we believe that we must aim to compensate our named executive officers in the range of 75% of the pay level provided by a designated peer group of companies. We target our total direct compensation, including salary, cash bonus and long-term incentive awards, to fall around that range, with the expectation that we will hit the 75th percentile level for all named executive officers over time. Because a portion of this compensation is dependent on performance results, an executive's actual total direct compensation could vary considerably from that target if we have a year that exceeds or fails to meet expectations. We believe that this is a fair result and appropriately motivates our executives to achieve peak corporate and park level performance. Currently, certain top executives' total direct compensation exceeds the market level and others' falls below, based on the Board's assessment of each executive's contribution and experience. Those executive officers with expertise that is specific to our amusement park operations and industry will be compensated at levels that we believe are necessary to maintain that expertise. The range of targeted compensation is position dependent and may reflect how difficult we believe it would be to replace that particular person.

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We have consulted nationally recognized independent consulting firms to review and analyze our compensation program, including the compensation levels, the compensation structure and the mix of long-term and short-term compensation for certain of our named executive officers. These studies reflected competitive data for base salaries, annual bonuses and long-term incentive awards for senior management of comparable companies. Most recently, in 2006, we engaged Pearl Meyer and Watson Wyatt to analyze the compensation for our chief executive officer, our chief operating officer and our chief financial officer with companies of our comparable size after the acquisition of Paramount Parks.

The consultants developed a representative peer group of companies against which we measured our competitive pay level and structure for the executives indicated above. Based upon the Compensation Committee's review of the proposed peer groups, we have determined that our peer group companies include those that have the following characteristics:

An industry code that included casinos and gambling, leisure facilities and hotels, resorts and cruise lines. These industry codes were chosen as representative of companies that compete with us for consumers' discretionary dollars.

Revenue size that range from roughly 50% to 200% of our projected 2007 revenues.

The result of these criteria is a current peer group of 16 companies with median revenues of \$915,000,000 and average revenues of \$980,000,000. Our combined revenues for 2007 were approximately \$990,000,000. The peer group companies include:

Boyd Gaming Corporation	Penn National Gaming, Inc.	Interstate Hotels & Resorts, Inc.
Isle of Capri Casinos, Inc.	Station Casinos, Inc.	Six Flags, Inc.
Trump Entertainment Resorts, Inc.	Ameristar Casinos, Inc.	Gaylord Entertainment Company
Vail Resorts, Inc.	International Speedway Corporation	Pinnacle Entertainment Inc.
Wynn Resorts, Limited	Magna Entertainment Corp.	Blue Green Corporation
Speedway Motorsports, Inc.		

We used these benchmarking studies and compensation consultant recommendations to devise a compensation schedule following the Paramount Parks acquisition in June 2006. The studies were useful in the context of the acquisition because our revenues doubled and our management team took on increased responsibilities. We had to adjust compensation levels accordingly. This year, however, we did not feel that an additional compensation study was necessary. While we compete with casinos, ski resorts and motor sports for recreational spending, we believe that there are significant differences between our business and those, so that we use the benchmark studies for guidance but do not feel they are required on an annual basis.

Elements of 2007 Executive Compensation

In light of the objectives and philosophy set forth above, we have determined that a mix of the following components of compensation for our named executive officers in 2007 was appropriate:

Base salary;

Annual bonus;

Long-term equity incentive compensation;

Retirement benefits; and

Perquisites and other welfare benefits.

Table of Contents*Base Salary*

We use base salaries to provide a guaranteed amount of compensation commensurate with the executive's scope of responsibilities, performance, current compensation levels and career with the Partnership. Base salaries may be adjusted on an annual basis. We do not consider the earnings of prior long-term incentive grants or retirement plans when determining base salary compensation, as awards earned in prior years were earned for prior performance and should not be a factor in current compensation. The salary increases for 2008 are as follows:

Executive Officer	2007 Salary	2008 Salary	Percentage Increase from 2007 Salary
Kinzel	\$1,200,000	\$1,250,000	4.2%
Falfas	\$ 600,000	\$ 625,000	4.2%
Crage	\$ 400,000	\$ 425,000	6.3%
Decker	\$ 250,000	\$ 258,000	3.2%
Hildebrandt	\$ 265,000	\$ 267,000	0.8%

All of our named executive officers received merit increases reflecting their dedication and commitment to our success. For example, our financial performance at the end of the summer season was not at the levels we were targeting, and so our management exerted extra effort to make our fall 2007 performance extremely strong. This performance in the fall is particularly notable as the parks are operating on reduced staffing in the non-peak season. On a percentage basis, Mr. Crage received the largest salary increase. Mr. Crage was instrumental in renegotiating our credit agreement in February 2007, and it is estimated that the amended terms of that agreement will save the Partnership approximately \$8.0 million in cash interest costs annually. Mr. Decker, whose role expanded after the Paramount Parks acquisition, manages the design and planning for all of our parks, including the themes, intellectual property matters and architectural design.

Annual Bonus Program

Our cash bonus awards, granted pursuant to the 2000 Senior Executive Management Incentive Plan, provide a component of compensation that is contingent on the achievement of performance objectives and is designed to reward achievement of short-term financial and operational goals. In March of each year, the Compensation Committee determines performance measures for each executive. The performance measures are individualized for each position and individual and may have multiple measures of performance weighted differently. Individual, business unit, management unit and Partnership performance measures may be included. At the same meeting, the Compensation Committee establishes a percentage of base salary that may be earned as a cash bonus for that year. For 2007, the target award opportunities for the named executive officers, reflected as a percentage of base salary, were as follows: Kinzel 100%; Falfas 70%; Crage 65%; Decker 60% and Hildebrandt 50%. Even if target performance measures are achieved, the Compensation Committee has discretion to decrease or increase the award, but no increase can result in an award in excess of 150% of the award target.

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The bonus amounts awarded to the named executive officers and the percentage of 2007 year end salary represented by that award is as follows:

Executive Officer	2007 Cash Bonus	Bonus as Percentage of 2007 Salary
Kinzel	\$1,188,000	99%
Falfas	\$ 415,800	69%
Crage	\$ 257,400	64%
Decker	\$ 148,500	59%
Hildebrandt	\$ 125,000	47%

Four of the five named executive officers received 99% of their full target award opportunities in 2007, with Mr. Hildebrandt receiving 94% of his full target award. These bonus amounts reflect the level of effort and dedication that the named executive officers exhibited in 2007. Overall, this management team performed at a superior level in 2007 to achieve results for our unitholders, and the bonuses awarded reflect that performance.

The Compensation Committee has established the following target award opportunities, reflected as a percentage of base salary, for 2008: Kinzel 100%; Falfas 70%; Crage 65%; Decker 60% and Hildebrandt 50%.

Long-Term Incentive Compensation

The Senior Management Long-Term Incentive Compensation Plan is intended to provide long-term deferred phantom unit awards to executives that, together with current salary and cash bonus compensation, will be sufficient to achieve the total direct compensation level determined by the Board. Provided that the executive continues in our employ, the phantom unit awards vest in the third and fourth year after grant. We believe that this vesting schedule aids us in retaining executives and motivating superior performance because the awards are forfeited if the executive voluntarily leaves prior to the vesting date.

In March of each year, the Board approves targets for executives that relate either to park or corporate-level performance or some combination of both. For park managers, the target is the operating profit budget numbers with 75% weight given to the specific park's results and 25% weight given to the consolidated totals for the Partnership. For corporate participants, the target is the budgeted cash available for distribution amount, determined by the formula of operating profits, less cash interest, cash taxes, and capital expenditures, but excluding non-cash charges such as unit options and asset retirements. A participant's ability to achieve stretch target level impacts the level of the phantom unit award. Although the plan contains guidelines relative to the percentages that must be achieved and the awards to be granted, the Compensation Committee has the discretion to grant the phantom unit awards as it deems appropriate. In general, however, if a participant achieves less than 80% of the target performance, the participant will not receive an award under this plan.

Awards under this plan are given in phantom units and are payable in either cash or units, or a combination of both, as determined by the Board, in two equal installments in the third and fourth year after the award is earned. For example, the 2007 awards indicated below will be payable in 2010 and 2011. The phantom unit awards accrue additional phantom units on the date of each quarterly distribution paid by us, calculated at the NYSE closing price on the date. In 2007, Messrs. Kinzel, Falfas, Crage and Decker received the following phantom unit grants: 40,883; 19,411; 15,243; and 4,316, respectively.

Our 2000 Equity Incentive Plan allows us to grant options, units, unit appreciation rights and other types of performance awards. However, for the past four years we have relied on our phantom unit grants to provide long-term incentives to our executive officers. With the change in accounting treatment of options, we, like many companies, reexamined the cost and competitive need for options. We determined at that time that phantom unit

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awards could provide similar incentives to executives while providing a more cost effective means of compensation for us. In addition, three of our named executive officers, including Mr. Kinzel, have a number of exercisable options. Therefore, we feel that the motivation meant to be provided by options to give key employees a proprietary and vested interest in our growth and performance and to align key employees' interests with that of our unitholders is met by the phantom unit awards and the outstanding option awards previously granted.

Change in Control Arrangements

We have a change of control plan in place for certain executives and key employees, and some of our executives are employed under employment agreements that contain change in control provisions. If an executive that would otherwise be covered by the change of control plan has change in control provisions in his or her employment agreement, then the executive does not participate in the change in control plan while the employment agreement is in effect. The executives that would be covered by the change of control plan (absent a relevant employment agreement) include the chief executive officer, the chief operating officer, the chief financial officer, the corporate vice president administration and the corporate vice president planning and design. Our Board of Directors also has discretion to add other key executive employees to the plan.

During 2007, we entered into amended and restated employment agreements with Messrs. Kinzel, Falfas, Crage and Decker, each of which provides for certain benefits in change in control situations. As such, Messrs. Kinzel, Falfas, Crage and Decker would be entitled to the benefits provided for in their respective employment agreements in a change in control situation and would not be entitled to benefits under the change of control plan. Mr. Hildebrandt does not currently have an employment agreement with us and so he is entitled to benefits under our change in control plan in a change in control situation. In addition, certain of our incentive plans contain change in control provisions. We believe that the change in control provisions help ensure that, if a change in control situation develops, our management team will act in the best interest of unitholders. The change in control plan as well as the other agreements are discussed in more detail under Potential Payments Upon Termination or Change in Control below.

Retirement Programs

Our named executive officers participate in our tax-qualified Cedar Fair Retirement Savings Plan. This plan, or a similar plan, is available to all of our employees and contains a 401(k) matching program as well as a profit sharing component. The annual amount of the profit sharing contribution is determined at our sole discretion. Our contributions to this plan for our named executive officers are included in the All Other Compensation column of the Summary Compensation Table on page 18. In addition, Messrs. Kinzel and Falfas participate in our Supplemental Retirement Program described on page 24. Additional contributions to this plan were discontinued on May 2004, and we do not intend to have any other executive officers participate in this plan. In February 2008, we adopted the 2008 Supplemental Retirement Plan to provide retirement benefits to a broader group of executives, which is described on page 24. Messrs. Falfas, Crage, and Decker participate in this plan.

Perquisites

We provide perquisites to our named executive officers that we believe are reasonable, competitive and consistent with our overall compensation philosophy. We believe that these benefits generally allow our executives to work more efficiently and represent a small percentage of overall compensation. We provide the following perquisites to our named executive officers: automobile and gas allowance, matching charitable contributions, discount on Partnership products and limited spousal travel expenses. Mr. Kinzel also receives an annual physical exam, the premium payment on a life insurance policy and dues for one club membership. The incremental costs of the perquisites provided to the named executive officers are contained in the All Other Compensation column of the Summary Compensation Table on page 18.

Table of Contents**SUMMARY COMPENSATION TABLE FOR 2007**

The table below summarizes the total compensation paid to or earned by each of the named executive officers for the fiscal year ended December 31, 2007. The table also summarizes, for each of our named executive officers for 2007 who was also one of our named executive officers for 2006, the total compensation paid to or earned by the officer for the fiscal year ended December 31, 2006.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Name and Principal Position	Year	Salary	Bonus (1)	Unit Awards (2)	Option Awards (3)	Non-Equity Incentive Plan Compensation	Change in Pension Value and Nonqualified Deferred Compensation Earnings (4)	All Other Compensation (5) (6)	Total
	2006	\$ 1,092,693	\$ 1,200,000	\$ 1,358,000	\$ 18,300	\$ -	\$ 117,332	\$ 44,451	\$ 3,830,776
Jacob T. Falfas Chief Operating Officer	2007	\$ 600,000	\$ 415,800	\$ 343,884	\$ 1,250	\$ -	\$ 3,944	\$ 37,770	\$ 1,402,648
Peter J. Crage Corporate Vice President - Finance and Chief Financial Officer	2007	\$ 521,731	\$ 420,000	\$ 383,213	\$ 8,580	\$ -	\$ 1,348	\$ 29,871	\$ 1,364,743
	2006	\$ 400,000	\$ 257,400	\$ 261,001	\$ -	\$ -	\$ -	\$ 28,958	\$ 947,359
	2006	\$ 339,424	\$ 260,000	\$ 284,342	\$ -	\$ -	\$ -	\$ 27,028	\$ 910,794
Robert A. Decker Corporate Vice President - Planning and Design (8)	2007	\$ 250,000	\$ 148,500	\$ 67,328	\$ 833	\$ -	\$ -	\$ 25,353	\$ 492,014
	2007	\$ 265,000	\$ 125,000	\$ (839)	\$ 2,205	\$ -	\$ -	\$ 33,609	\$ 424,975
	2006	\$ 262,954	\$ 86,000	\$ 1,367	\$ 2,481	\$ -	\$ -	\$ 33,139	\$ 385,941

(1) The amounts in column (d) reflect the cash awards to the named individuals under the Senior Executive Management Incentive Plan, which is discussed in further detail on page 15 under the heading Annual Bonus Program.

(2) The amounts in column (e) reflect the dollar amount recognized for financial statement reporting purposes for the fiscal year ended December 31, 2007 or December 31, 2006, as applicable, in accordance with FAS 123(R) of phantom unit awards pursuant to the Senior Management Long-Term Incentive Compensation Plan and thus may include amounts from awards granted in and prior to 2007 or 2006, as applicable. Assumptions used in the calculation of these amounts are discussed in Note 7 to the Partnership's audited financial statements for the fiscal year ended December 31, 2007, included in the Partnership's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 29, 2008.

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The amounts in column (f) reflect the dollar amount recognized for financial statement reporting purposes for the fiscal year ended December 31, 2007 or December 31, 2006, as applicable, in accordance with FAS 123(R) of unit option awards pursuant to the 2000 Equity Incentive Plan and includes amounts from awards granted prior to 2007 or 2006, as applicable. Assumptions used in the calculation of this amount are discussed in Note 7 to the Partnership's audited financial statements for the fiscal year ended December 31, 2007, included in the Partnership's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 29, 2008.

- (4) The amounts in column (h) reflect the aggregate positive change in actuarial present value of the officer's accumulated benefits under the Supplemental Retirement Program which is discussed on page 24 under Pension Benefits.

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- (5) The amounts shown in column (i) reflect, for each named executive officer, 401(k) matching contributions of 3% of pay and profit sharing contributions of 5.45% of pay up to the respective limitations imposed by under IRS rules; automobile and gas allowance; matching charitable contributions; discounts on Partnership products and services; and limited spousal travel expenses. Each of the named executive officers received \$11,014 in profit sharing matches for 2007.
- (6) The value attributable to the personal use of company-provided automobiles (calculated in accordance with Internal Revenue Service guidelines) is included as compensation on the W-2 of named executive officers who receive such benefits. Each such named executive officer is responsible for paying income tax on such amount.
- (7) In addition to the items noted in footnote (5) above, the amount in column (i) reflects the value attributable to life insurance, club dues and annual physical provided to Mr. Kinzel pursuant to his employment contract more fully described under the heading Employment Agreements.
- (8) Mr. Decker's 2006 compensation is not included because he was not a named executive officer in 2006.

GRANTS OF PLAN BASED AWARDS TABLE FOR 2007

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
Name	Grant Date	Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)	All Other Unit Awards: Number of Units	All Other Option Awards: Number of	Securities Underlying Options	Exercise or Base Price of Option Awards (\$)	Grant Date
												Fair Value of Unit and Option Awards (\$)
Kinzel	03/08/07	-	-	-	-	40,883	-	-	-	-	-	\$ 1,222,000
Falfas	03/08/07	-	-	-	-	19,411	-	-	-	-	-	\$ 580,200
Crage	03/08/07	-	-	-	-	15,243	-	-	-	-	-	\$ 455,600
Decker	03/08/07	-	-	-	-	4,316	-	-	-	-	-	\$ 129,000
Hildebrandt	-	-	-	-	-	-	-	-	-	-	-	-

- (1) The amounts shown in column (g) reflect phantom units granted under the Senior Management Long-Term Incentive Compensation Plan. There are no thresholds or maximums associated with these grants.

NARRATIVE TO SUMMARY COMPENSATION AND

GRANTS OF PLAN BASED AWARDS TABLES

Described below is a summary of the terms and conditions of the employment agreements that we have with certain named executive officers as well as the phantom unit and option programs that are part of our compensation strategy.

Employment Agreements

On July 20, 2007, we entered into amended and restated employment agreements with Messrs. Kinzel, Falfas, Crage and Decker. These agreements amend and supersede the previous employment agreements between us and the executive officers that were entered into on December 12, 2006. The amended and restated employment agreements were updated to comply with Section 409A of the Code and to include

change in control provisions with a related tax gross-up.

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Due to the change in control provisions in the employment agreements, Messrs. Kinzel, Falfas, Crage and Decker do not participate in our change in control plan discussed above.

The amended and restated employment agreement with Mr. Kinzel, our chairman, president and chief executive officer has a term expiring January 2, 2012. Pursuant to the agreement, Mr. Kinzel receives an annual base salary of not less than \$1.2 million per year. In addition, he is entitled to participate in our welfare benefit programs and various incentive compensation plans on terms no less favorable than provided to our other senior managers and/or officers. We purchased a \$2 million term life insurance policy for Mr. Kinzel that will remain in effect through July 23, 2018, whether or not he is employed by us. Mr. Kinzel will continue in his position as chairman of the Board of Directors until December 30, 2011, provided he is elected to the Board. After that date, Mr. Kinzel will continue as a director of the Board for at least three years, provided he is elected to the Board. The agreement contains non-solicitation and non-competition provisions.

The amended and restated employment agreement with Jacob T. Falfas, our chief operating officer, has a term ending November 30, 2009. The agreement will renew automatically for a period of three years commencing December 1, 2009 and on every three-year anniversary after unless either party provides written notice of its intent to terminate the agreement at least 60 days prior to the automatic renewal date. Pursuant to the agreement, Mr. Falfas will receive an annual base salary of not less than \$600,000 per year. He will be entitled to participate in one or more of our incentive compensation and equity incentive plans at a level determined by the Board and in our welfare benefit plans and other benefit programs. The agreement contains non-solicitation and non-competition provisions.

The amended and restated employment agreement with Peter J. Crage, our chief financial officer, has a term ending November 30, 2008. The agreement will renew automatically for a period of two years commencing on December 1, 2008 and on every two-year anniversary after unless either party provides written notice of its intent to terminate the agreement at least 60 days prior to the automatic renewal date. Mr. Crage will receive an annual base salary of not less than \$400,000 per year. He will also be entitled to participate in one or more of our incentive compensation plans and equity incentive plans at a level determined by the Board and in our welfare benefit plans and other benefit programs. The agreement contains non-solicitation and non-competition provisions.

The amended and restated employment agreement with Robert A. Decker, our corporate vice president of planning and design, has a term ending May 31, 2008. The agreement will renew automatically for a period of eighteen months commencing on June 1, 2008 and on every eighteen-month anniversary after unless either party provides written notice of its intent to terminate the agreement at least 60 days prior to the automatic renewal date. Mr. Decker will receive an annual base salary of not less than \$250,000 per year. He will also be entitled to participate in one or more of our incentive compensation plans and equity incentive plans at a level determined by the Board and in our welfare benefit plans and other benefit programs. The agreement contains non-solicitation and non-competition provisions.

For a discussion of the benefits provided by the above described agreements in the event of the executive's death, retirement, disability, termination or resignation or upon a change in control, see "Potential Payment Upon Termination or Change in Control" in this proxy statement.

Phantom Unit and Option Programs

We maintain the Amended and Restated Senior Management Long-Term Incentive Compensation Plan which allows us to award phantom units to members of senior management including the chief executive officer, the general managers and corporate vice presidents who report to the chief executive officer. The awards are determined by the Compensation Committee annually. The awards are based on the achievement of annual performance targets and various factors considered by the Compensation Committee and are payable in cash or units, or a combination of both, as determined by the Board, in the third and fourth year after grant. The phantom

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unit awards accrue additional phantom units on the date of each quarterly distribution paid by us, calculated at the NYSE closing price on such date. If a participant is terminated or resigns prior to any payment under this plan, that unpaid amount is forfeited. In the event of death or disability during employment, retirement after age 62 or a change in control, actual awards for that year, as well as any unpaid awards for prior years, will be paid on a lump sum cash payment within ninety days of the event, subject to compliance with Section 409A of the Code. In the event of a change in control, the percentage of base award for that calendar year will be calculated as if 100% of the target level had been achieved.

We also maintain the Amended and Restated 2000 Equity Incentive Plan which allows us to award options, unit appreciation rights, restricted units, and other types of unit awards. Traditionally we have granted options under this plan to certain key employees and units to our directors as part of their annual compensation. Options are issued with an exercise price no less than the closing price of the Partnership's units on the NYSE the day prior to the date of grant. Certain options granted in prior years have been variably priced, meaning that the exercise price declined by the value of cash distributions declared on the underlying units. All options vest ratably over five years and expire ten years from grant. We have not awarded any options since 2003, but we do continue to award units to our directors annually.

Table of Contents**OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END FOR 2007**

(a)	(b)	(c)	Option Awards		(f)	(g)	Unit Awards		
			(d)	(e)			(h)	(i)	(j)
Name	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration Date	Number of Units That Have Not Vested (1)	Market Value of Units That Have Not Vested (2)	Equity Incentive Plan Awards: Number of Unearned Units or Other Rights That Have Not Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Units or Other Rights That Have Not Vested
Kinzel	710,000	-	-	\$ 6.50(3)	03/02/2010	-	-	-	-
	100,000	-	-	\$ 20.60	03/07/2011	-	-	-	-
	150,000	-	-	\$ 24.14	03/07/2012	-	-	-	-
	-	-	-	-	-	21,955(4)	\$ 463,909	-	-
	-	-	-	-	-	50,081(5)	1,058,212	-	-
	-	-	-	-	-	46,856(6)	990,067	-	-
	-	-	-	-	-	43,181(7)	912,415	-	-
Falfas	15,000	-	-	\$ 24.14	03/07/2012	-	-	-	-
	-	-	-	-	-	183(4)	\$ 3,867	-	-
	-	-	-	-	-	6,389(5)	135,000	-	-
	-	-	-	-	-	18,742(6)	396,018	-	-
	-	-	-	-	-	20,502(7)	433,207	-	-
Crage	-	-	-	-	-	6,389(5)	\$ 135,000	-	-
	-	-	-	-	-	13,276(6)	280,522	-	-
	-	-	-	-	-	16,099(7)	340,172	-	-
Decker	1,200	-	-	\$ 5.50(3)	11/02/2010	-	-	-	-
	1,000	-	-	\$ 20.70	11/08/2011	-	-	-	-
	-	-	-	-	-	1,444(4)	\$ 30,512	-	-
	-	-	-	-	-	3,895(5)	82,301	-	-
	-	-	-	-	-	3,905(6)	82,513	-	-
	-	-	-	-	-	4,558(7)	96,311	-	-
Hildebrandt	5,000	-	-	\$ 6.50(3)	03/02/2010	-	-	-	-
	1,000	-	-	\$ 20.60	03/07/2011	-	-	-	-
	3,000	-	-	\$ 22.65	11/07/2012	-	-	-	-
	1,200	300(8)	-	\$ 28.45	11/06/2013	-	-	-	-
	-	-	-	-	-	389(4)	\$ 8,220	-	-

(1) The amounts include additional units that are credited as a result of the reinvestment of distribution equivalents.

(2) The market values in this column were calculated by multiplying the closing price of our units as of December 31, 2007 as reported on the NYSE by the number of unvested units.

(3)

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These variable priced options were granted in 2000 to Messrs. Kinzel and Hildebrandt as part of a restructuring of the Partnership's executive compensation system and its structure for paying fees to its general partner. Mr. Decker's variable priced options were granted in 2000 as part of a long-term incentive plan.

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- (4) These phantom units vest and will be payable either in cash, units or a combination of both in March 2008.
- (5) These phantom units vest and will be payable either in cash, units or a combination of both 50% in March 2008 and 50% in March 2009.
- (6) These phantom units vest and will be payable either in cash, units or a combination of both 50% in March 2009 and 50% in March 2010.
- (7) These phantom units vest and will be payable either in cash, units or a combination of both 50% in March 2010 and 50% in March 2011.
- (8) Options vest at a rate of 20% per year over the first five years of the ten-year option term.

OPTION EXERCISES AND UNITS VESTED IN 2007

(a) Name	(b) Option Awards		(d) Unit Awards (1)	
	(#)	(c) Value Realized	(#)	(e) Value Realized
	Acquired on Exercise	on Exercise	Acquired on Vesting	on Vesting
Kinzel	30,000	\$ 89,450	28,442	\$ 829,938(2) \$ 553,284(3)
Falfas	-	\$ -	221	\$ 6,449(2) \$ 4,290(3)
Crage	-	\$ -	-	\$ -
Decker	-	\$ -	881	\$ 34,958(2) \$ 23,323(3)
Hildebrandt	3,000	\$ 64,680	221	\$ 6,449(2) \$ 4,290(3)

- (1) Reflects the vesting and related value of phantom unit grants made in 2003 and 2004 pursuant to the Senior Management Long-Term Incentive Compensation Plan, including additional units credited as a result of reinvestment of distribution equivalents.
- (2) Of the total units that vested in 2007, each of Messrs. Kinzel, Falfas, Decker, and Hildebrandt received 60% of the value in units and 40% of the value in cash. The number in column (d) indicates the number of units acquired, representing 60% of the unit grants that vested in 2007.

- (3) The first amount listed for each individual represents the value of the units acquired on vesting. The second amount represents the cash received.

Table of Contents**PENSION BENEFITS FOR 2007**

Our Amended and Restated Supplemental Retirement Program provides retirement benefits to its participants, including Messrs. Kinzel and Falfas. Participants have the right to receive cash payments from us upon retirement at age 62 or over, with a minimum of 20 years service to us. The Amended and Restated Supplemental Retirement Program is not presently open to additional participants, but we have adopted a new 2008 Supplemental Retirement Plan as further described below. Amounts were allocated in prior years to participants from the general partner fees as approved by the Compensation Committee. No allocations have been made since May 2004. Each account accrues interest at the prime rate as established from time to time by our bank. Participants who leave our employ prior to age 62 or before achieving 20 years of service forfeit the amount in their account. In the event of death, disability or retirement at age 62 or over with 20 years of service, all amounts accrued will vest and become payable. In the event of a change in control, all amounts accrued will vest and fund a trust for the benefit of the participant when the participant reaches age 62, dies or becomes disabled. The accrued balance may be distributed in a lump sum or in a number of future payments over a period not to exceed 10 years.

The amounts indicated in the table below represent the December 31, 2007 present value of accumulated benefits payable to each of the named executive officers under the Amended and Restated Supplemental Retirement Program. Mr. Kinzel has reached retirement age under the Program and has more than 20 years of service. Therefore, if Mr. Kinzel were to retire, he would be entitled to receive the amount indicated below. Because Mr. Falfas is not vested in the Program yet, we have indicated the present value of his accumulated benefit determined using interest rate assumptions consistent with those used in our financial statements.

(a)	(b)	(c)	(d)	(e)
Name	Plan Name	Number of Years Credited Service	Present Value of Accumulated Benefit	Payments During Last Fiscal Year
Kinzel	Amended and Restated			
	Supplemental Retirement Program	35	\$ 1,679,552	-
Falfas	Amended and Restated			
	Supplemental Retirement Program	32	\$ 18,234	-
Crage	-	-	-	-
Decker	-	-	-	-
Hildebrandt	-	-	-	-

We adopted our 2008 Supplemental Retirement Plan (the 2008 SERP) on February 4, 2008. The 2008 SERP will provide nonqualified retirement benefits to its participants, who will be selected by the Compensation Committee or other committee designated to administer the plan. Plan participants will be selected prior to the beginning of a plan year, except for the first year of the plan, for which participants were selected within 30 days of the effective date of the plan. Messrs. Falfas, Crage and Decker have been designated as participants in the 2008 SERP for the 2008 plan year, and accounts have been credited for the 2008 plan year as described in the Compensation Discussion and Analysis on page 12. Amounts to be credited to participants accounts are to be made on the basis of base salary, and the 2008 SERP provides for proration of the amounts to be credited to accounts during 2008. No participant account may be credited more than \$100,000 in any plan year, and no more than \$250,000 may be credited in the aggregate to all participant accounts in any plan year. The maximum amount that may be credited to all participant accounts over the next 17 years is \$3,350,000. Interest will accrue on participants accounts at the prime rate of our bank, as adjusted each December, and interest accruals will not count towards the preceding limitations on amounts that may be credited under the plan.

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Participants who incur a separation from service at age 62 or over before having 20 years of service or who otherwise incur a separation from service, other than as a result of death or disability, forfeit their entire account. In the event of death, disability or separation of service at age 62 or over with at least 20 years of service, all amounts accrued to a participant's account will vest and become payable. In the event of a change in control, all amounts accrued will vest and fund a trust for the benefit of the participant once the participant retires at age 62 or over, dies or becomes disabled. The plan generally provides for the distribution of the accrued balance as a lump sum amount and specifies the time for distribution. Participants may elect to receive the lump sum at a different time or to receive the accrued balance in a number of future payments over a specified period if certain conditions are satisfied. In general, the delay elected by a participant may not exceed 10 years or 5 years depending on when the distribution election is made. Distribution elections by participants who also participate in our Amended and Restated Supplemental Retirement Program and whose accounts under that other plan include credits other than earnings credits allocated after December 31, 2004 must be the same as the elections under the other plan for each distribution event.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

We maintain employment agreements or change in control agreements with all of our named executive officers, and some of the named executive officers also participate in our long-term incentive plans and our supplemental retirement plan. The following summaries describe and quantify the payments that each named executive officer would receive if his employment with us were terminated or if we had a change in control. In all cases, the timing and amount of payments will comply with the requirements of Section 409A of the Code. The summaries assume that the termination or change in control occurred on December 31, 2007 and the relevant unit price is the closing market price of our units on the NYSE on December 31, 2007, which was \$21.13.

Payments Pursuant to Employment Agreements with Certain Executive Officers

The following information summarizes payments that our named executive officers will receive in the event of termination with or without cause, death, disability and retirement. For information regarding payments in the event of a change in control, see "Payments Upon a Change in Control" below. For additional information regarding payments in the event of death, disability or retirement, see "Payments Upon Death, Disability or Retirement" below.

Richard L. Kinzel

We have an employment agreement with Mr. Kinzel, our chairman, president and chief executive officer. If we terminate Mr. Kinzel's employment for cause, we will not be obligated to make any payment to him other than salary and incentive compensation earned but not yet paid as of the termination date in accordance with the terms of each incentive plan. As defined in his employment agreement, "cause" means (a) conviction of a felony or crime of moral turpitude, (b) failure to perform duties that results in material injury or damage to us, (c) failure to comply with the confidentiality and noncompetition provisions of the agreement, (d) theft, embezzlement or fraud, (e) gross negligence or misconduct relating to our affairs or (f) violation of our policies and procedures related to discrimination or harassment. Mr. Kinzel cannot be terminated for cause if he reasonably and in good faith believed his actions were in our best interests or if he met the standard of conduct for indemnification or reimbursement under our governing documents or the laws of the State of Ohio.

If we terminate Mr. Kinzel's employment other than for cause, Mr. Kinzel will receive a lump-sum payment within twenty business days of termination (or such period of time as may be required by Section 409A of the Code) that consists of (a) his annual base salary earned but unpaid through the date of termination and (b) an amount equal to the present value, using a reasonable interest rate, of his annual base salary on the date of termination and incentive compensation that he would have received had he remained employed for the term of the agreement. The incentive compensation amount will be determined by computing the average incentive compensation that Mr. Kinzel received under the incentive plans during the three years preceding the termination multiplied by the number of years remaining

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on the employment agreement. In addition, all of Mr. Kinzel's outstanding equity awards, including options and restricted unit awards, will vest and become payable in accordance with the terms of the respective plan and Section 409A. Mr. Kinzel's options will be exercisable until the earlier of the expiration of the option or March 1, 2012. Mr. Kinzel and his spouse will receive lifetime health coverage benefits that, when combined with Medicare, will be substantially similar to the coverage provided to our employees, and any expense for Medicare coverage will be reimbursed by us. We will also maintain the \$2 million life insurance policy on Mr. Kinzel's life for the benefit of his designee through July 23, 2018, and Mr. Kinzel will be eligible to participate in our fringe benefit plans and programs on terms no less favorable than provided to our other senior managers and officers through January 2, 2012.

If Mr. Kinzel suffers from a disability, he will receive the same benefits as if he were terminated other than for cause, except that his salary benefits will be reduced by any payments received by him from any short- or long-term disability plan maintained by us. A disability is defined as a physical or mental illness that renders Mr. Kinzel unable to perform his duties on a full-time basis for a period of six consecutive months as confirmed by a physician selected by us.

If Mr. Kinzel dies during the term of the agreement, Mr. Kinzel's estate will receive all of his compensation earned but not yet paid within ninety days of his death. In addition, all of Mr. Kinzel's outstanding equity awards, including options and restricted unit awards, will vest, and his options will be exercisable until the earlier of the expiration of the option or March 1, 2012. Mr. Kinzel's spouse will receive lifetime health care coverage, including a supplement to Medicare and reimbursement of any expense for Medicare coverage, so that her complete health care coverage is substantially similar to coverage provided to our active employees.

If Mr. Kinzel retires, he and his spouse will receive lifetime health coverage benefits that, when combined with Medicare, will be substantially similar to the coverage provided to our employees, and any expense for Medicare coverage will be reimbursed by us. In addition, all of Mr. Kinzel's outstanding equity awards will vest, and his options will be exercisable until the earlier of the expiration date of the award or 10 years from the date of retirement. All other equity awards will be paid in accordance with the terms of the respective plan and Section 409A.

During the longer of the period during which Mr. Kinzel is receiving benefits and 24 months following the date of termination, he will be subject to a noncompete and a nonsolicitation provision. In addition, if Mr. Kinzel is terminated other than for cause, then in order to receive those payments and benefits, Mr. Kinzel must provide a mutually acceptable separation agreement and release.

Jacob T. Falfas, Peter J. Crage, and Robert A. Decker

Each of Messrs. Falfas, Crage and Decker are entitled to certain payments if we terminate their employment other than for cause. As defined in their employment agreements, "cause" means (a) conviction of a felony, (b) failure to perform duties that results in significant injury or damage to us, (c) failure to comply with the confidentiality and noncompetition provisions of the employment agreement, (d) fraud, (e) gross negligence or misconduct relating to our affairs, (f) violation of our policies and procedures related to discrimination or harassment or (g) dishonesty or significant impropriety resulting or intending to result in personal gain to the executive officer at our expense, monetary or otherwise. If the executive officer is terminated for cause, he will receive a lump sum payment on the twentieth business day following termination of his base salary earned but not yet paid as of the date of termination.

If terminated other than for cause, then upon providing a separation and release agreement to us, each executive will receive his base salary for the longer of one year or the remaining term of the agreement paid in accordance with our payroll practices. Each will also be entitled to receive medical and dental insurance during the period of time that he receives salary payments.

If the executive officer suffers from a disability, defined as a physical or mental illness that renders him incapable of performing his duties on a full-time basis for six consecutive months, the executive officer will

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receive the same benefits as if he were terminated other than for cause, except that any salary benefits will be reduced by any payments received from any short or long term disability plan maintained by us. If the executive officer dies during the term of his employment agreement, his estate will receive any earned but unpaid compensation and benefits within ninety days of the date of death. We will continue health care coverage for his immediate family for the shorter of 24 months following death or the remainder of the term of the agreement.

Upon termination, Messrs. Falfas, Crage and Decker will be subject to twelve-month noncompetition and nonsolicitation provisions contained in their employment agreements.

Payments upon a Change in Control

In the event of a change in control, Messrs. Kinzel, Falfas, Crage and Decker will receive benefits and payments in accordance with the terms of their employment agreements. Mr. Hildebrandt will receive benefits and payments in accordance with our Amended and Restated Executive Change of Control Plan, which covers designated officers who do not otherwise have change in control provisions in employment agreements or otherwise. Our incentive plans and our Amended and Restated Supplemental Retirement Plan also contain change in control provisions. As discussed above, we amended and restated our plans, supplemental retirement plan and employment agreements in 2007 to comply with Section 409A of the Code and to create consistency among the plans and agreements. For example, as amended and restated, our plans and agreements contain the same definitions for change in control, cash compensation, and other important terms, so that if a change in control occurs under one plan or agreement, it will trigger payment under the other plans and agreements as well.

All of our plans and agreements contain a double trigger change in control provision. This means that two events must occur for a participant to receive payments under the change in control provision. First, a change in control must occur. Each of our incentive plans and employment agreements uses the change in control definition provided by Section 409A of the Code. Change in control events include:

a change in ownership of the Partnership which generally would occur when a person or group acquires units representing more than 50 percent of the total fair market value or total voting power of the Partnership;

a change in the effective control of the Partnership, which could occur even if a change in ownership has not occurred, and would occur if either (i) a person or group acquires units, all at once or over a period of 12 months, representing 30 percent or more of the total voting power of the Partnership, or (ii) a majority of our directors will have been replaced during a 12-month period by directors not endorsed by a majority of the board before the date of appointment or election; or

a change in ownership of a substantial portion of the assets of the Partnership, which would occur if a person or group acquires, all at once or over a period of 12 months, assets from us that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all of our assets immediately before the acquisition(s), determined without regard to any liabilities associated with such assets.

Section 409A and its rules contain detailed provisions for determining whether a change in control event has occurred. The above descriptions of change in control events are general summaries only, and we refer you to Section 409A and its rules for additional detail.

The second trigger is that the executive's employment must be terminated within 24 months of the change in control. Termination includes involuntary termination of the executive as well as deemed termination which occurs if the executive is forced to relocate by more than 35 miles, if he suffers a reduction in base salary or a significant reduction in responsibility or if his position is eliminated.

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In each employment agreement and in the Amended and Restated Change in Control Plan, cash compensation with respect to any calendar year is defined as (a) the total salary payable, (b) annual cash bonuses earned, even if not paid and (c) with respect to any multi-year bonus, the amount actually paid. Any lump sum payments made in connection with a change in control will be paid within sixty days following the termination, subject to the requirements of Section 409A.

Richard L. Kinzel

Pursuant to the terms of Mr. Kinzel's employment agreement, if Mr. Kinzel's employment is terminated (other than for cause) within 24 months of a change in control, Mr. Kinzel will receive:

the greater of (i) the payments he would receive if he were terminated under his employment agreement other than for cause or (ii) the payments he would receive if he participated in our Amended and Restated Change in Control Plan. The payments that Mr. Kinzel would receive if he is terminated other than for cause are outlined above under Payments Pursuant to Employment Agreements with Certain Executive Officers. If he participated in our Amended and Restated Change in Control Plan, Mr. Kinzel would receive a pa