

CEDAR FAIR L P  
Form 8-A12B  
April 06, 2010

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM 8-A

For Registration of Certain Classes of Securities

Pursuant to Section 12(b) or (g) of the  
Securities Exchange Act of 1934

### CEDAR FAIR, L.P.

(Exact name of registrant as specified in its charter)

**DELAWARE**  
(State of incorporation

or organization)

**One Cedar Point Drive**

**Sandusky, Ohio**  
(Address of principal executive offices)

**34-1560655**  
(I.R.S. Employer

Identification No.)

**44870-5259**  
(Zip Code)

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

<b>Title of each class to be so registered</b>	<b>Name of each exchange on which each class is to be listed</b>
Rights to Purchase Limited Partnership Interests	New York Stock Exchange

**Securities to be registered pursuant to Section 12(g) of the Act:**

None

(Title of Class)

**Item 1. Description of Registrant's Securities to be Registered.**

On April 5, 2010 (the Declaration Date), Cedar Fair Management, Inc., the general partner (General Partner) of Cedar Fair, L.P. (the Company), declared a distribution of one limited partnership unit purchase right (a Right) for each outstanding limited partnership unit (the Units) of the Company. The distribution is payable on April 16 (the Record Date) to the unitholders of record on that date. Each Right entitles the registered holder to purchase from the Company one Unit, at a price of \$20.00 per Unit, subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the Rights Agreement) between the Company and American Stock Transfer and Trust Company, LLC as Rights Agent (the Rights Agent).

***Distribution Date; Exercisability***

Initially, the Rights will be attached to all Unit certificates and no separate Rights certificates will be issued. Separate certificates evidencing the Rights (Right Certificates) will be mailed to holders of record of depositary units evidencing limited partnership units (Depositary Units) as of the close of business on the earlier to occur of (i) the tenth day following the public announcement that, subject to certain exceptions, a person or group of affiliated or associated persons (an Acquiring Person) has acquired beneficial ownership of 20% or more of the outstanding Units or (ii) the tenth business day (or such later day as the Board of Directors of the General Partner of the Company may determine) following the commencement of a tender offer or exchange offer the consummation of which would result in the beneficial ownership by a person or group of 20% or more of the outstanding Units (the earlier of such dates being the Distribution Date). No person or group of affiliated or associated persons who beneficially owns 20% or more of the voting power of the Company shall become an Acquiring Person unless such person or group shall, after the Declaration Date, increase its voting power (other than as a result of an acquisition of Units by the Company) to an amount equal to or greater than the greater of (x) 20% or (y) the sum of (i) the lowest beneficial ownership of such person or group as a percentage of the voting power as of any date on or after the Declaration Date plus (ii) 0.001%.

The Rights Agreement provides that, until the Distribution Date (or earlier redemption or expiration of the Rights), (i) the Rights will be transferred with and only with the Units, (ii) new Unit certificates issued after the Record Date will contain a legend incorporating the Rights Agreement by reference and (iii) the surrender for transfer of any certificates for Units outstanding as of the Record Date will also constitute the transfer of the Rights associated with the Units represented by such certificate.

The Rights are not exercisable until the Distribution Date. The Rights will expire on April 5, 2013 (the Expiration Date), unless the Expiration Date is extended or unless the Rights are earlier redeemed or exchanged by the Company, in each case, as described below.

***Flip-In***

If a person or group becomes an Acquiring Person, each holder of a Right will thereafter have the right to receive, upon exercise, Units (or, in certain circumstances, cash, property or other securities of the Company) having a value equal to two times the exercise price of the Right. Notwithstanding any of the foregoing, following the existence of an Acquiring Person, all Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by any Acquiring Person will be null and void.

For example, at an exercise price of \$20 per Right, each Right not owned by an Acquiring Person following an event set forth in the preceding paragraph would entitle its holder to purchase \$40 worth of Units (or other consideration, as noted above) for \$20. Assuming a value of \$10 per Unit at such time, the holder of each valid Right would be entitled to purchase four Units for \$20.

***Flip-Over***

In the event that the Company is acquired in a merger or other business combination transaction or 50% or more of its consolidated assets or earning power are sold after a person or group has become an Acquiring Person, proper provision will be made so that each holder of a Right will thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, that number of shares of common stock of the acquiring company which at the time of such transaction will have a market value of two times the exercise price of the Right.

***Exchange***

At any time after any person or group becomes an Acquiring Person and prior to the acquisition by such person or group of 50% or more of the outstanding Units or Depositary Units, the General Partner may exchange the Rights (other than Rights owned by such person or group which will have become void), in whole or in part, at an exchange ratio of one Unit per Right (subject to adjustment).

***Redemption***

At any time prior to such time as any person or group becomes an Acquiring Person, the General Partner may redeem the Rights, in whole but not in part, at a price of \$0.001 per Right (the Redemption Price ). The redemption of the Rights may be made effective at such time on such basis with such conditions as the General Partner, in its sole discretion, may establish. Immediately upon any redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

***Qualified Offers***

If the Company receives an offer that satisfies certain criteria detailed in the Rights Agreement (a Qualifying Offer ) and the General Partner has not redeemed the outstanding Rights, exempted such Qualifying Offer from the terms of the Rights Agreement, or called a special meeting of holders of Units (a Special Meeting ) by the end of the 90 business days following the commencement of a Qualifying Offer to permit holders of Units to adopt a resolution exempting such Qualifying Offer from the terms of the Rights Agreement (a Qualifying Offer Resolution ), then holders of record of at

least 10% of the outstanding Units may demand a Special Meeting in order to vote to exempt the Qualifying Offer from the terms of the Rights Agreement. If (i) the Special Meeting is not timely convened within 90 business days of such demand or (ii) at the Special Meeting, holders of two-thirds of the Units shall vote in favor of the Qualifying Offer Resolution, then the Qualifying Offer shall be deemed exempt from the application of the Rights Agreement.

***Amendment***

The terms of the Rights may be amended by the General Partner without the consent of the holders of the Rights, except that from and after the time any person or group becomes an Acquiring Person, no such amendment may adversely affect the interests of the holders of the Rights (other than the Acquiring Person).

***Adjustment***

The number of outstanding Rights and the number of Units issuable upon exercise of each Right are subject to adjustment under certain circumstances.

***Rights of Holders***

Until a Right is exercised, the holder thereof, as such, will have no rights as a unitholder of the Company, including, without limitation, the right to vote or to receive distributions.

***Further Information***

This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is filed as Exhibit 4.1 hereto and incorporated herein by reference.

**Item 2. Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
4.1	Rights Agreement, dated as of April 5, 2010, between Cedar Fair L.P. and American Stock Transfer and Trust Company, LLC as Rights Agent. The Rights Agreement includes the Summary of Rights as Exhibit A and the Form of Rights Certificate as Exhibit B.

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Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized.

**Cedar Fair, L.P.**

**by Cedar Fair Management, Inc.**

**its General Partner**

By: /s/ PETER J. CRAGE  
Name: **Peter J. Crage**  
Title: **VP Finance and Chief Financial Officer**

Date: April 5, 2010

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