
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

**Amendment No. 5 to
SCHEDULE 13D**

Under the Securities Exchange Act of 1934

Crestwood Equity Partners LP

(Name of Issuer)

Common Units Representing Limited Partner Interests
(Title of Class of Securities)

456615103
(CUSIP Number)

Joel C. Lambert
700 Louisiana Street, Suite 2550
Houston, TX 77002
(832) 519-2200

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 11, 2015
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON Crestwood Gas Services Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 9,985,462 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 9,985,462 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,985,462 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.6%†	
14	TYPE OF REPORTING PERSON OO	

* Does not include 438,789 Subordinated Units. The Subordinated Units may be converted into Common Units on a one-for-one basis upon the termination of the subordination period as set forth in the Issuer Partnership Agreement.

† All percentages of Common Units outstanding contained herein are based on 68,556,482 Common Units outstanding as of November 23, 2015. The total number of Common Units outstanding is calculated based on 685,564,820 Common Units outstanding on November 2, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q, filed November 11, 2015, adjusted for a 1-for-10 reverse unit split of the issuer that became effective on November 23, 2015.

1	NAME OF REPORTING PERSON Crestwood Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 10,672,157 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 10,672,157 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,672,157 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.6%†	
14	TYPE OF REPORTING PERSON OO	

* Does not include 438,789 Subordinated Units. The Subordinated Units may be converted into Common Units on a one-for-one basis upon the termination of the subordination period as set forth in the Issuer Partnership Agreement.

† All percentages of Common Units outstanding contained herein are based on 68,556,482 Common Units outstanding as of November 23, 2015. The total number of Common Units outstanding is calculated based on 685,564,820 Common Units outstanding on November 2, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q, filed November 11, 2015, adjusted for a 1-for-10 reverse unit split of the issuer that became effective on November 23, 2015.

1	NAME OF REPORTING PERSON FR Crestwood Management Co-Investment LLC (f/k/a Crestwood Holdings II LLC)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 11,528,756 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 11,528,756 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,528,756 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.9%†	
14	TYPE OF REPORTING PERSON OO	

* Does not include 438,789 Subordinated Units. The Subordinated Units may be converted into Common Units on a one-for-one basis upon the termination of the subordination period as set forth in the Issuer Partnership Agreement.

† All percentages of Common Units outstanding contained herein are based on 68,556,482 Common Units outstanding as of November 23, 2015. The total number of Common Units outstanding is calculated based on 685,564,820 Common Units outstanding on November 2, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q, filed November 11, 2015, adjusted for a 1-for-10 reverse unit split of the issuer that became effective on November 23, 2015.

1	NAME OF REPORTING PERSON Crestwood Holdings Partners, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 11,528,756 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 11,528,756 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,528,756 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.9%†	
14	TYPE OF REPORTING PERSON OO	

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1	NAME OF REPORTING PERSON FR XI CMP Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 11,528,756 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 11,528,756 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,528,756 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.9%†	
14	TYPE OF REPORTING PERSON OO	

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1	NAME OF REPORTING PERSON FR Midstream Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 12,141,871 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 12,141,871 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,141,871 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.8%†	
14	TYPE OF REPORTING PERSON OO	

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1	NAME OF REPORTING PERSON First Reserve GP XI, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 12,141,871 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 12,141,871 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,141,871 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.8%†	
14	TYPE OF REPORTING PERSON PN	

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1	NAME OF REPORTING PERSON First Reserve GP XI, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 12,141,871 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 12,141,871 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,141,871 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.8%†	
14	TYPE OF REPORTING PERSON CO	

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† All percentages of Common Units outstanding contained herein are based on 68,556,482 Common Units outstanding as of November 23, 2015. The total number of Common Units outstanding is calculated based on 685,564,820 Common Units outstanding on November 2, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q, filed November 11, 2015, adjusted for a 1-for-10 reverse unit split of the issuer that became effective on November 23, 2015.

1	NAME OF REPORTING PERSON William E. Macaulay	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 12,141,871 Common Units*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 12,141,871 Common Units*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,141,871 Common Units*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.8%†	
14	TYPE OF REPORTING PERSON IN	

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† All percentages of Common Units outstanding contained herein are based on 68,556,482 Common Units outstanding as of November 23, 2015. The total number of Common Units outstanding is calculated based on 685,564,820 Common Units outstanding on November 2, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q, filed November 11, 2015, adjusted for a 1-for-10 reverse unit split of the issuer that became effective on November 23, 2015.

This Amendment No. 5 to Schedule 13D is filed by the Reporting Persons as an amendment to the Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on June 19, 2013, as amended by Amendment No. 1 to Schedule 13D filed with the Commission on October 11, 2013, as amended by Amendment No. 2 to Schedule 13D filed with the Commission on May 7, 2015, as amended by Amendment No. 3 to Schedule 13D filed with the Commission on October 2, 2015, and as amended by Amendment No. 4 to Schedule 13D filed with the Commission on December 7, 2015 (as amended, this "Schedule 13D"). This Amendment relates to the common units representing limited partner interests (the "Common Units") of Crestwood Equity Partners LP, a Delaware limited partnership (the "Issuer"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Schedule 13D.

Item 3. Source and Amount of Funds or Other Considerations.

Item 3 is hereby amended by adding the following at the end thereof:

In various open market purchases between December 8, 2015 and December 14, 2015, the FR Crestwood Management Co-Investment LLC, a subsidiary of Crestwood Holdings, acquired an aggregate of 856,599 of the Issuer's outstanding Common Units for a total of \$12,402,860.45 (excluding commissions). The purchase of such securities was funded from cash on hand of the Reporting Persons.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby supplemented as follows:

On December 11, 2015, FR Crestwood Management Co-Investment LLC entered into a Rule 10b5-1(c) purchase plan with respect to the Common Units of Crestwood Equity Partners LP (the "10b5-1 Purchase Plan"). The 10b5-1 Purchase Plan allows for the purchase of up to \$81 million of Common Units, subject to certain volume and pricing thresholds and compliance with the conditions of Rule 10b-18 under the Exchange Act. There can be no assurance as to how many Common Units, if any, will be purchased pursuant to the 10b5-1 Purchase Plan or at what price any such Common Units will be purchased. The form of the 10b5-1 Purchase Plan is set forth in Exhibit K.

Item 5. Interest in Securities of the Issuer

Item 5(a)-(c) of the Schedule 13D is hereby amended and restated as follows:

(a) and (b).

The information contained on the cover pages of this Schedule 13D is incorporated herein by reference. The following disclosure is based on 68,556,482 Common Units outstanding as of December 7, 2015. The total number of Common Units outstanding is based on 685,564,820 Common Units outstanding on November 2, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q, filed November 11, 2015, adjusted for a 1-for-10 reverse unit split of the issuer that became effective on November 23, 2015.

The aggregate number and percentage of the shares of Common Stock beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is shared power to vote or to direct the vote, or shared power to dispose or to direct the disposition are set forth on rows 8 through 11 and row 13 of the cover pages of this Schedule 13D and are incorporated herein by reference. In addition, Gas Services Holdings holds 438,789 Subordinated Units, which represent all of the Subordinated Units as of the date of this Schedule 13D. See Schedule I to Amendment No. 2 to this Schedule 13D filed on May 7, 2015 for the information applicable to the Listed Persons.

Each of the Reporting Persons may be deemed to beneficially own the Common Units reported herein. The filing of this Schedule 13D shall not be construed as an admission that any person listed in this Item 5 is the beneficial owner of any securities covered by this statement. Each Reporting Person disclaims beneficial ownership of the securities reported herein.

(c) The transactions effected by the Reporting Persons during the past 60 days are set forth on Schedule I attached hereto.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

See Item 4 above for a description of the 10b5-1 Purchase Plan, which is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 hereby supplemented by adding the following at the end thereof:

Exhibit K Form of Unit Purchase Agreement

[Signature Pages Follow]

SIGNATURES

After reasonable inquiry and to the best knowledge and belief of each of the undersigned, each of the undersigned certifies that the information set forth in this statement with respect to such person is true, complete and correct.

Dated: December 16, 2015

CRESTWOOD GAS SERVICES HOLDINGS LLC

By: /s/ Joel C. Lambert

Name: Joel C. Lambert

Title: Senior Vice President

CRESTWOOD HOLDINGS LLC

By: /s/ Joel C. Lambert

Name: Joel C. Lambert

Title: Senior Vice President

FR CRESTWOOD MANAGEMENT CO-INVESTMENT
LLC

By: /s/ Joel C. Lambert

Name: Joel C. Lambert

Title: Senior Vice President

CRESTWOOD HOLDINGS PARTNERS, LLC

By: /s/ Joel C. Lambert

Name: Joel C. Lambert

Title: Senior Vice President

FR XI CMP HOLDINGS LLC

By: First Reserve GP XI, L.P., its managing member

By: First Reserve GP XI, Inc., its general partner

By: /s/ Michael France

Name: Michael France

Title: Managing Director

[Signature Page to Schedule 13D]

FR MIDSTREAM HOLDINGS LLC

By: First Reserve GP XI, L.P., its managing member

By: First Reserve GP XI, Inc., its general partner

By: /s/ Michael France

Name: Michael France

Title: Managing Director

FIRST RESERVE GP XI, L.P.

By: First Reserve GP XI, Inc., its general partner

By: /s/ Michael France

Name: Michael France

Title: Managing Director

FIRST RESERVE GP XI, INC.

By: /s/ Michael France

Name: Michael France

Title: Managing Director

WILLIAM E. MACAULAY

By: /s/ Anne E. Gold

Name: Anne E. Gold

Title: Attorney-in-fact

[Signature Page to Schedule 13D]

Schedule I

Recent Open Market Transactions by Reporting Persons in the Securities of the Issuer

<u>Date of Transaction</u>	<u>Number of Shares Purchased</u>	<u>Weighted Average Price Per Share</u>	<u>Price Range</u>
December 8, 2015	147,018	\$ 13.86	\$13.24-14.23
December 8, 2015	4,105	\$ 14.38	\$14.24-14.63
December 9, 2015	139,045	\$ 14.01	\$13.40-14.39
December 9, 2015	12,078	\$ 14.49	\$14.40-14.59
December 10, 2015	36,573	\$ 14.03	\$13.52-14.50
December 10, 2015	114,550	\$ 14.94	\$14.52-15.48
December 11, 2015	151,123	\$ 14.33	\$13.97-14.87
December 14, 2015	119,370	\$ 14.14	\$13.60-14.58
December 14, 2015	47,819	\$ 14.97	\$14.60-15.59
December 14, 2015	84,918	\$ 16.35	\$15.83-16.74

The Reporting Person undertakes to provide to the Issuer, any security holder of the Issuer, or the staff of the Securities and Exchange Commission, upon request, full information regarding the number of shares sold at each separate price within the ranges set forth above.

[Form of] Unit Purchase Agreement**(Non-Discretionary Plan)**

Unit Purchase Agreement dated _____ (this “Agreement”) between FR Crestwood Management Co-Investment LLC (the “Purchaser”) and _____ (“Broker”), acting as agent for the Purchaser. The Purchaser and Broker have previously entered into a letter agreement dated _____ (the “Letter Agreement”) relating to purchases of the Units (as defined below), and paragraphs 2 through 12 of the Letter Agreement are deemed to be incorporated herein by reference, and the representations and warranties of the Purchaser contained in the Letter Agreement are deemed to be made by the Purchaser at and as of the date of this Agreement.

1. The Purchaser hereby appoints Broker to purchase common units of Crestwood Equity Partners LP’s (the “Issuer”), no par value per common unit (the “Units”), pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Broker hereby accepts such appointment.

2. Broker is authorized to begin purchasing Units pursuant to this Agreement on _____ and shall cease purchasing Units as of the earliest to occur of the following: (i) the date on which Units having an aggregate purchase price of \$ _____ (inclusive of commissions) have been purchased by Broker hereunder, (ii) receipt of notice by Broker that it is required to suspend or terminate purchases in accordance with paragraph 6 below, (iii) the commencement of any proceedings in respect of or triggered by the Issuer’s bankruptcy or insolvency, (iv) the public announcement (as defined in Rule 165(f) under the Securities Act of 1933, as amended) of any merger, acquisition, or similar transaction relating to the Issuer (other than any such transaction in which the Issuer is the acquiring party and the consideration consists solely of cash and there is no valuation period) and (v) close of business on _____ (the “Plan Period”).

3. (a) During the Plan Period, Broker shall purchase the Daily Purchase Amount (as defined below) for the account of the Purchaser on each Purchase Day (as defined below) under ordinary principles of best execution at the then-prevailing market price; provided that Broker shall not purchase any Units pursuant to this Agreement at a price of more than \$ _____ per unit (excluding any commission, commission equivalent, mark-up or differential and other expenses of purchase) (the “Maximum Purchase Price”).

(b) A “Purchase Day” is each Trading Day during the Plan Period, provided that if any Purchase Day is not a Trading Day, such Purchase Day shall be deemed to fall on the next succeeding Trading Day. A “Trading Day” is any day during the Plan Period that the New York Stock Exchange (the “Principal Market”) is open for business and the Units trade regular way on the Principal Market.

(c) The “Daily Purchase Amount” for any Purchase Day shall be the number of Units set forth on the grid below opposite the per unit price range that corresponds to the reported price of the last reported market transaction in the Units on such Purchase Day.

Reported Unit Price

Daily Purchase Amount

As used above, “Composite Volume” means, for any Purchase Day, the market-wide composite trading volume reported for the Units on such Purchase Day, as determined by Broker in good faith and in a commercially reasonable manner.

For the avoidance of doubt, if, at any time during the Plan Period, the Securities and Exchange Commission adopts changes to Rule 10b-18 that permit companies to repurchase a greater percentage of their shares (as it did on September 18, 2008 (see SEC Rel. No. 34-58588)), Broker shall disregard such amendment and shall continue to purchase Units in accordance with the volume limitations as originally stipulated in Rule 10b-18.

If the price drops into a lower price range during a given Trading Day, Broker shall increase purchases to buy up to the Daily Purchase Amount for the corresponding lower price range.

If the price increases to a higher price range during a given Trading Day and Broker has already exceeded the Daily Purchase Amount corresponding to the higher price range, then Broker shall not make any additional purchases within that higher price range. Likewise, if Broker has not exceeded the Daily Purchase Amount in the higher price range, then Broker shall continue to buy Units up to the Daily Purchase Amount within the higher price range.

(d) If, consistent with ordinary principles of best execution or for any other reason, Broker cannot purchase the Daily Purchase Amount on any Purchase Day, then the amount of such shortfall may be purchased as soon as practicable on the immediately succeeding Trading Day and on each subsequent Trading Day as is necessary to purchase such shortfall consistent with ordinary principles of best execution; *provided that* in no event may the amount of such shortfall be purchased later than the fourth business day after such Purchase Day.

Nevertheless, if any such shortfall exists after the close of trading on the last Trading Day of the Plan Period, Broker’s authority to purchase such Units for the account of the Purchaser under this Agreement shall terminate.

(e) In the event that the Purchaser notifies Broker (or Broker otherwise receives actual knowledge) of any stock split, reverse stock split or stock dividend with respect to the Units (each, a “Corporate Action”) that occurs during the term of this Purchase Plan, the Daily Purchase Amount and the Maximum Purchase Price (if applicable) shall be automatically adjusted on a proportionate basis to take such Corporate Action into account.

4. Broker shall not purchase Units hereunder at any time during the Plan Period when:

(i) Broker, in its sole discretion, has determined that it is prohibited from doing so by a legal, contractual or regulatory restriction applicable to it or its affiliates or to the Purchaser or its affiliates (other than any such restriction relating to the Purchaser's possession or alleged possession of material nonpublic information about the Issuer or the Units); or

(ii) Broker has received notice from the Purchaser in accordance with paragraph 6 below.

5. The parties intend that this Agreement comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In particular, the Purchaser (i) represents that, as of the date hereof, it is not aware of any material, nonpublic information about the Issuer or its securities and it is entering into this Agreement in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 of the Exchange Act and (ii) agrees not to alter or deviate from the terms of this Agreement or enter into or alter a corresponding or hedging transaction or position with respect to the Units (including, without limitation, with respect to any securities convertible or exchangeable into the Units) during the Plan Period. Without limiting the generality of the foregoing, Broker has implemented policies and procedures, taking into consideration the nature of its business, reasonably designed to ensure that individuals making investment decisions related to any purchases hereunder do not have access to material nonpublic information regarding the Issuer that may be in possession of other individuals at Broker or its affiliates.

6. (a) (i) This Agreement may be terminated prior to the end of the Plan Period at any time by email notice confirmed by telephone (a "Termination Notice") from the Purchaser sent to Broker in accordance with paragraph 11 below. Such termination shall be effective on the first Trading Day following confirmation of Broker's receipt of such Termination Notice.

(ii) The Purchaser shall provide Broker with a Termination Notice in the event that any legal or regulatory restrictions applicable to the Purchaser or its affiliates would prevent Broker from purchasing Units for the Purchaser's account during the Plan Period.

(b) Additionally, this Agreement may be suspended prior to the end of the Plan Period at any time by email notice confirmed by telephone (a "Suspension Notice") from the Purchaser sent to Broker in accordance with paragraph 11 below, which suspension shall be effective on the first Trading Day following confirmation of Broker's receipt of such Suspension Notice or such earlier time as necessary to comply with applicable law; *provided that*, as of the date of the Suspension Notice, the Purchaser is not aware of any material nonpublic information concerning the Issuer or its securities and delivers to Broker, along with such Suspension Notice and any subsequent notice revoking such suspension, a certificate of the Purchaser representing that, as of the date thereof, the Purchaser is not aware of any material nonpublic information concerning the Issuer or its securities.

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first written above.

FR Crestwood Management Co-Investment LLC

Name:

Title:

[Broker]

Name:

Title:

Acknowledged and Agreed,

Crestwood Equity Partners LP

Name:

Title: