

Gitlin Michael C.  
Form 4  
March 08, 2013

**FORM 4**

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

OMB APPROVAL

OMB Number: 3235-0287  
Expires: January 31, 2005  
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
Gitlin Michael C.

2. Issuer Name and Ticker or Trading Symbol  
PRICE T ROWE GROUP INC  
[TROW]

5. Relationship of Reporting Person(s) to Issuer  
  
(Check all applicable)

(Last) (First) (Middle)

3. Date of Earliest Transaction  
(Month/Day/Year)  
03/07/2013

\_\_\_\_ Director  
 Officer (give title below) \_\_\_\_\_ Other (specify below)  
Vice President

T. ROWE PRICE, 100 EAST PRATT STREET

(Street)

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

BALTIMORE, MD 21202

(City) (State) (Zip)

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Ownership (Instr. 4)			
				Code	V	Amount	(A) or (D)	Price		
Common Stock	03/07/2013		M		48,750 (1)	A	\$ 56.2017	172,244.781	D	
Common Stock	03/07/2013		F		41,050	D	\$ 74.81	131,194.781	D	
Common Stock	03/08/2013		A	V	48.818	A	\$ 71.6953 (2)	131,243.599	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not

SEC 1474 (9-02)

required to respond unless the form displays a currently valid OMB control number.

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned**  
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)
Stock Options (Right to Buy)	\$ 56.2017	03/07/2013		M	48,750 (1)	09/04/2009 <sup>(3)</sup> 09/04/2018	Common Stock 48,750

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Gitlin Michael C. T. ROWE PRICE 100 EAST PRATT STREET BALTIMORE, MD 21202			Vice President	

## Signatures

/s/ Michael C.  
Gitlin 03/08/2013  
 \*\*Signature of Reporting Person Date

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
  - \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- As required under the relevant plan and option agreements, the strike price and number of shares subject to outstanding stock options
- (1) were adjusted by 1.56% on December 13, 2012, the ex-dividend date, as a result of a special dividend that was declared by T. Rowe Price Group, Inc.
  - (2) Shares acquired pursuant to the T. Rowe Price Group, Inc. Employee Stock Purchase Plan at the noted weighted-average price.
  - (3) 09/04/2008 Grant - The option vests 20% annually over a 5 year period beginning on 09/04/2009.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. ream Partners LP, a Delaware limited partnership ( Midstream ), entered into an Amended

and Restated Credit Agreement (the Midstream Credit Agreement ) by and among Midstream, as borrower, the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent and collateral agent (Wells Fargo ), and certain other agents party thereto. The Midstream Credit Agreement provides for a five-year \$1.5 billion revolving credit facility (the Revolving Credit Facility ) for general corporate purposes, including, without limitation, the refinancing of indebtedness and other amounts owed under Midstream's prior credit facility, the payment of fees and expenses relating to the Merger, distributions to CEQP in connection with the Merger to repay certain indebtedness of CEQP, and funding of acquisitions and investments. The Revolving Credit Facility has an accordion feature that will allow Midstream to increase the available borrowings under the facility by up to \$350 million, subject to the lenders agreeing to satisfy the increased commitment amounts under the Revolving Credit Facility and the satisfaction of certain other conditions. In addition, the Revolving Credit Facility includes a sub-limit up to \$25 million for same-day swing line advances and a sub-limit of up to \$350 million for letters of credit.

The Midstream Credit Agreement contains customary covenants and restrictive provisions, including maintenance of (i) a consolidated total leverage ratio of not more than 5.50 to 1.00, (ii) an interest coverage ratio of not less than 2.50 to 1.00 and (iii) a senior secured leverage ratio of not more than 3.75 to 1.00.

Borrowings under the Revolving Credit Facility are generally secured by substantially all the assets of Midstream and its subsidiary guarantors, and loans thereunder (other than swing line loans) bear interest at Midstream's option at either:

- the Alternate Base Rate, which is defined as the highest of (i) the federal funds rate plus 0.50% per annum; (ii) Wells Fargo's prime rate; or (iii) the Eurodollar Rate adjusted for certain reserve requirements plus 1% per annum; plus a margin varying from 0.75% to 1.75% per annum depending on Midstream's most recent consolidated total leverage ratio; or
- the Eurodollar Rate adjusted for certain reserve requirements plus a margin varying from 1.75% to 2.75% per annum depending on Midstream's most recent consolidated total leverage ratio.

Swing line loans bear interest at the Alternate Base Rate as described above. The unused portion of the Revolving Credit Facility is subject to a commitment fee ranging from 0.30% to 0.50% per annum according to Midstream's most recent consolidated total leverage ratio. Interest on Alternate Base Rate loans is payable quarterly, or if the adjusted Eurodollar Rate applies, at certain intervals as selected by Midstream.

The Midstream Credit Agreement also provides for certain representations, warranties and affirmative covenants and negative covenants customary for transactions of this type.

The Midstream Credit Agreement provides that all obligations thereunder will, subject to certain terms and exceptions, be jointly and severally guaranteed by Midstream's subsidiary guarantors described therein and by CEQP under an unsecured parent guaranty.

The Midstream Credit Agreement provides that all obligations thereunder and the guarantees (other than CEQP's guaranty) will be secured by a lien on all assets and a pledge of all of the capital stock of Midstream's material domestic restricted subsidiaries subject to certain terms and

exceptions.

The foregoing description of the Midstream Credit Agreement and the Revolving Credit Facility is qualified in its entirety by reference to the full text of the Credit Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 1.02 Termination of a Material Definitive Agreement.**

Contemporaneously with the closing of the Merger, on September 30, 2015, CEQP repaid in full and terminated its Amended and Restated Credit Agreement, dated as of February 2, 2011, as amended, amended and restated or otherwise modified after such date, among CEQP, as borrower, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the other agents party thereto. [On the Closing Date (as defined below), CEQP repaid \$[11,200,000] of borrowings outstanding under its credit facility and all letters of credit outstanding as of such date were deemed to have been issued under the Midstream Credit Agreement.]

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On September 30, 2015 (the Closing Date), Midstream and CEQP jointly announced the completion of CEQP's acquisition of Midstream. Pursuant to an Agreement and Plan of Merger, dated as of May 5, 2015 (the Merger Agreement), by and among Midstream, Crestwood Midstream GP LLC (Midstream GP), CEQP, CEQP GP, CEQP ST SUB LLC, a Delaware limited liability company and a wholly owned subsidiary of CEQP (MergerCo), MGP GP, LLC, a Delaware limited liability company and wholly owned subsidiary of CEQP (MGP GP), Crestwood Midstream Holdings LP, a Delaware limited partnership (Midstream Holdings), and Crestwood Gas Services GP LLC, a Delaware limited liability company and wholly owned subsidiary of Midstream GP (CGS GP), MergerCo, MGP GP and Midstream Holdings agreed to merge with and into Midstream with Midstream surviving the merger (the Merger). CEQP completed the Merger following the approval of the Merger Agreement and the Merger by a majority of Midstream common unitholders and preferred unitholders (voting on an as if converted basis) entitled to vote and voting together as a single class on the Closing Date.

At the effective time of the Merger (the Effective Time), Midstream merged with MergerCo, MGP GP and Midstream Holdings, with Midstream surviving the merger as an indirect wholly owned subsidiary of CEQP. Following the Merger and the related transactions provided for in the Merger Agreement and described in Item 1.01 above, Midstream GP is a wholly owned subsidiary of CEQP and continues to be the sole general partner of Midstream, and CEQP and CGS GP own a 99.9% limited partner interest and a 0.1% limited partner interest, respectively, in Midstream. As a result of the Merger and pursuant to the Merger Agreement, each issued and outstanding common unit representing limited partner interests in Midstream (collectively, the Midstream Common Units), except for any Midstream Common Units owned by CEQP, CGS GP or their respective subsidiaries, was cancelled and converted into the right to receive 2.7500 CEQP Common Units and each issued and outstanding preferred unit representing limited partner interests in Midstream (the Midstream Preferred Units), except for any Midstream Preferred Units owned by CEQP or its subsidiaries, was cancelled and converted into the right to receive 2.7500 CEQP Preferred Units. The Midstream Common Units owned by CEQP, CGS GP and their respective subsidiaries were canceled upon completion of the Merger at the Effective Time. No fractional CEQP Common Units or fractional CEQP Preferred Units will be issued in connection with the Merger, and holders of Midstream Common Units and Midstream Preferred Units will, instead, receive cash in lieu of fractional units, if any.

The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement, filed as Exhibit 2.1 to CEQP's Form 8-K filed May 6, 2015, and incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

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The information set forth under "Midstream Amended and Restated Credit Agreement" in Item 1.01 above is incorporated herein by reference.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information included under Item 1.01, Item 2.01 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03 in its entirety.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

*First Amendment to Fifth Amended and Restated Agreement of Limited Partnership of CEQP*

Contemporaneously with the closing of the Merger, CEQP GP on the Closing Date entered into the First Amendment to the Fifth Amended and Restated Agreement of Limited Partnership of CEQP (the First Amendment ) to provide for (i) the creation of the CEQP Preferred Units and to fix the preferences and the relative participating, optional and other special rights, powers and duties pertaining to the CEQP Preferred Units, including, without limitation, the conversion of the CEQP Preferred Units into CEQP Common Units in accordance with the terms described therein, (ii) the issuance of the CEQP Preferred Units pursuant to the terms of the Merger Agreement in exchange for Midstream Preferred Units, and (iii) such other matters as are provided therein.

The description of the First Amendment in this Item 5.03 is qualified in its entirety by reference to the full text of the First Amendment, which is filed as Exhibit 3.1 hereto and incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On the Closing Date, Midstream and CEQP issued a joint press release with CEQP announcing the approval by Midstream unitholders of the Merger Agreement and the Merger and the subsequent completion of the Merger.

A copy of the joint press release is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

The information furnished pursuant to Item 7.01 in this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the Exchange Act ), or otherwise subject to the liability of that section, unless CEQP specifically states that the information is considered filed under the Exchange Act or incorporates it by reference into a filing under the Securities Act or the Exchange Act.

**Item 8.01 Other Events.**

Explanation of Responses:

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In connection with the Merger, on August 28, 2015, CEQP irrevocably notified the trustee of its 7.0% Senior Notes due 2018 (the 2018 Notes ) of CEQP's election to redeem all outstanding 2018 Notes on October 1, 2015. CEQP was required under the Merger Agreement to redeem, or to give irrevocable notice of its election to redeem, the 2018 Notes prior to the closing date of the Merger. On the redemption date, \$10,055,000 in aggregate principal amount of the 2018 Notes will be redeemed and retired.

In connection with the Merger, on September 29, 2015, CEQP irrevocably notified the trustee of its 6.875% Senior Notes due 2021 (the 2021 Notes ) of CEQP's election to redeem all outstanding 2021 Notes on August 1, 2016. CEQP also notified the trustee of its election to, effective as of September 29, 2015, satisfy and discharge CEQP's obligations under the indenture pursuant to which the 2021 Notes were issued. On the redemption date, \$564,000 in aggregate principal amount of the 2021 Notes will be redeemed and retired.

### Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of May 5, 2015, by and among Crestwood Equity Partners LP, Crestwood Equity GP LLC, CEQP ST SUB LLC, MGP GP, LLC, Crestwood Midstream Holdings LP, Crestwood Midstream Partners LP, Crestwood Midstream GP LLC and Crestwood Gas Services GP LLC (incorporated by reference to Exhibit 2.1 to Form 8-K filed May 6, 2015).
3.1#	First Amendment to the Fifth Amended and Restated Agreement of Limited Partnership of Crestwood Equity Partners LP, dated as of September 30, 2015.
10.1#	Registration Rights Agreement, dated as of September 30, 2015, by and among Crestwood Equity Partners LP and the Purchasers named therein.
10.2#	Board Representation and Standstill Agreement, dated as of September 30, 2015, by and among Crestwood Equity GP LLC, Crestwood Equity Partners LP and the Purchasers named therein.
10.3#	Amended and Restated Credit Agreement, dated as of September 30, 2015, by and among Crestwood Midstream Partners LP, as borrower, the lenders party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent.
99.1#	Joint Press Release dated September 30, 2015.

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# Filed herewith



**SIGNATURES**

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

CRESTWOOD EQUITY PARTNERS LP

By: Crestwood Equity GP LLC,  
its General Partner

Date: September 30, 2015

By: /s/ Robert T. Halpin  
Name: Robert T. Halpin  
Title: Vice President and Chief Financial Officer

**EXHIBIT INDEX**

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