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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 3, 2010

CROSSTEX ENERGY, L.P.

(Exact name of registrant as specified in its charter)

DELAWARE	**000-50067**	**16-1616605**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2501 CEDAR SPRINGS DALLAS, TEXAS	**75201**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(214) 953-9500**

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

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

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

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

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

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

Item 1.01. Entry Into a Material Definitive Agreement.

The information included, or incorporated by reference, in Item 2.03 of this Current Report on Form 8-K (this "Report") is incorporated by reference into this Item 1.01 of this Report.

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

On February 3, 2010, Crosstex Energy, L.P. (the "Partnership"), Crosstex Energy Finance Corporation ("FinCo" and, together with the Partnership, the "Issuers") and certain subsidiary guarantors (the "Guarantors") entered into a Purchase Agreement (the "Purchase Agreement") with Banc of America Securities LLC, as representative of a group of initial purchasers (collectively, the "Initial Purchasers"), pursuant to which the Issuers agreed to sell $725 million in aggregate principal amount of the Issuers' 8.875% senior unsecured notes due 2018 (the "Notes"). The Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, and unless so registered, the securities may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The Issuers offered and will issue the Notes only to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to persons outside the United States pursuant to Regulation S.

The Purchase Agreement contains customary representations and warranties of the parties and indemnification and contribution provisions under which the Issuers and the Guarantors, on one hand, and the Initial Purchasers, on the other, have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act. The Issuers also agreed not to issue certain debt securities for a period of 45 days after February 3, 2010 without the prior written consent of Banc of America Securities LLC. In addition, the Purchase Agreement contemplates the execution of a registration rights agreement relating to the Notes.

The description set forth above is qualified in its entirety by the Purchase Agreement, which is filed with this Report as Exhibit 10.1 and is incorporated herein by reference.

The Partnership intends to use the net proceeds of this offering, together with borrowings under its new senior secured credit facility, to repay amounts outstanding under the Partnership's existing credit facility and senior secured notes and to pay related fees, costs and expenses, including the settlement of interest rate swaps associated with the existing credit facility. Affiliates of each of certain of the Initial Purchasers are lenders under the Partnership's existing credit facility and therefore will receive a portion of the proceeds as repayment of indebtedness.

Item 8.01. Other Events.

On February 3, 2010, the Partnership issued a press release announcing the pricing of the Notes offering. A copy of the Partnership's press release announcing the pricing is filed as Exhibits 99.1 to this Report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

EXHIBIT NUMBER		DESCRIPTION
10.1	—	Purchase Agreement, dated as of February 3, 2010, by and among Crosstex Energy, L.P., Crosstex Energy Finance Corporation, the Guarantors named therein and the Initial Purchasers named therein.
99.1	—	Press release dated February 3, 2010.

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.

CROSSTEX ENERGY, L.P.

By: Crosstex Energy GP, L.P., its General Partner

By: Crosstex Energy GP, LLC, its General Partner

Date: February 5, 2010

By: /s/ William W. Davis
William W. Davis
Executive Vice President and Chief Financial Officer

INDEX TO EXHIBITS

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Exhibit 10.1

EXECUTION VERSION

Crosstex Energy, L.P.

Crosstex Energy Finance Corporation

and

The Guarantors Listed on Schedule B-1

$ 725,000,000

8.875% Senior Notes due 2018

PURCHASE AGREEMENT

dated February 3, 2010

Banc of America Securities LLC
BNP Paribas Securities Corp.
RBC Capital Markets Corporation
Wells Fargo Securities, LLC
UBS Securities LLC
Goldman, Sachs & Co.
Morgan Stanley & Co. Incorporated

Joint Book-Running Managers

PURCHASE AGREEMENT

February 3, 2010
BANC OF AMERICA SECURITIES LLC
BNP PARIBAS SECURITIES CORP.
RBC CAPITAL MARKETS CORPORATION
WELLS FARGO SECURITIES, LLC
UBS SECURITIES LLC
GOLDMAN, SACHS & CO.
MORGAN STANLEY & CO. INCORPORATED
CAPITAL ONE SOUTHCOAST, INC.
BBVA SECURITIES INC.
COMERICA SECURITIES, INC.
U.S. BANCORP INVESTMENTS, INC.
c/o Banc of America Securities LLC
9 West 57th Street
New York, New York 10019
Ladies and Gentlemen:

Introductory. Crosstex Energy, L.P., a Delaware limited partnership (the "Company"), and Crosstex Energy Finance Corporation, a Delaware corporation ("FinCo"), propose to issue and sell to the several Initial Purchasers named in Schedule A (the "Initial Purchasers"), acting severally and not jointly, the respective amounts listed on Schedule A hereto of $725,000,000 aggregate principal amount of the Company's and FinCo's 8.875% Senior Notes due 2018 (the "Notes"). The Company and FinCo are referred to collectively as the "Issuers." Banc of America Securities LLC has agreed to act as the representative of the several Initial Purchasers (the "Representative") in connection with the offering and sale of the Securities (as defined herein)

The Securities (as defined below) will be issued pursuant to an indenture, dated as of February 10, 2010, (the Indenture"), among the Company, FinCo, the Guarantors (as defined below) and Wells Fargo Bank, National Association, as trustee (the "Trustee"). The Securities will be issued only in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the "Depositary") pursuant to a blanket issuer letter of representations among the Company, FinCo and the Depositary (the "DTC Agreement").

The holders of the Securities will be entitled to the benefits of a registration rights agreement, dated as of February 10, 2010 (the "Registration Rights Agreement"), among the Issuers, the Guarantors and the Initial Purchasers, pursuant to which the Issuers and the Guarantors will agree to file with the Commission (as defined below), under the circumstances set forth therein, (i) a registration statement under the Securities Act (as defined below) relating to another series of debt securities of the Issuers with terms substantially identical to the Securities (the "Exchange Securities") to be offered in exchange for the Securities (the "Exchange Offer") and (ii) to the extent required by the Registration Rights Agreement, a shelf registration statement pursuant to Rule 415 of the Securities Act relating to the resale by certain

holders of the Securities, and in each case, to use their commercially reasonable efforts to cause such registration statements to be declared effective.

The payment of principal of, premium and Additional Interest (as defined in the Indenture), if any, and interest on the Notes will be fully and unconditionally guaranteed on a senior unsecured basis, jointly and severally by (i) the guarantors listed in Schedule B-1 hereto and (ii) any subsidiary of the Company formed or acquired after the Closing Date (as defined herein) that executes an additional guarantee in accordance with the terms of the Indenture, and their respective successors and assigns (such persons referred to in clauses (i) and (ii) are collectively referred to as the "Guarantors"), pursuant to their guarantees (the "Guarantees"). The Notes and the Guarantees attached thereto are herein collectively referred to as the "Securities."

The Guarantors, together with Crosstex LIG, LLC and Crosstex Tuscaloosa LLC, are referred to as the "Subsidiaries." The Issuers, the Subsidiaries and Crosstex Energy GP, L.P., a Delaware limited partnership (the "General Partner"), are referred to collectively as the "Crosstex Parties."

The Issuers understand that the Initial Purchasers propose to make an offering of the Securities on the terms and in the manner set forth herein and in the Pricing Disclosure Package (as defined below) and agrees that the Initial Purchasers may resell, subject to the conditions set forth herein, all or a portion of the Securities to purchasers (the "Subsequent Purchasers") on the terms set forth in the Pricing Disclosure Package (the first time when sales of the Securities are made is referred to as the "Time of Sale"). The Securities are to be offered and sold to or through the Initial Purchasers without being registered with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 (as amended, the "Securities Act," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder), in reliance upon exemptions therefrom. Pursuant to the terms of the Securities and the Indenture, investors who acquire Securities shall be deemed to have agreed that Securities may only be resold or otherwise transferred, after the date hereof, if such Securities are registered for sale under the Securities Act or if an exemption from the registration requirements of the Securities Act is available (including the exemptions afforded by Rule 144A under the Securities Act ("Rule 144A") or Regulation S under the Securities Act ("Regulation S")).

The Issuers have prepared and delivered to each Initial Purchaser copies of a Preliminary Offering Memorandum, dated January 26, 2010 (the "Preliminary Offering Memorandum"), and have prepared and delivered to each Initial Purchaser copies of a Pricing Supplement, dated February 3, 2010 (the "Pricing Supplement"), describing the terms of the Securities, each for use by such Initial Purchaser in connection with its solicitation of offers to purchase the Securities. The Preliminary Offering Memorandum and the Pricing Supplement are herein referred to as the "Pricing Disclosure Package." Promptly after this Agreement is executed and delivered, the Issuers will prepare and deliver to each Initial Purchaser a final offering memorandum dated the date hereof (the "Final Offering Memorandum").

All references herein to the terms "Pricing Disclosure Package" and "Final Offering Memorandum" shall be deemed to mean and include all information filed under the Securities

Exchange Act of 1934 (as amended, the "Exchange Act," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder) prior to the Time of Sale and incorporated by reference in the Pricing Disclosure Package (including the Preliminary Offering Memorandum) or the Final Offering Memorandum (as the case may be), and all references herein to the terms "amend," "amendment" or "supplement" with respect to the Final Offering Memorandum shall be deemed to mean and include all information filed under the Exchange Act after the Time of Sale and incorporated by reference in the Final Offering Memorandum.

The Issuers and the Guarantors hereby confirm their agreements with the Initial Purchasers as follows:

SECTION 1. *Representations and Warranties.* Each of the Issuers and the Guarantors, jointly and severally, hereby represents and warrants to each Initial Purchaser that, as of the date hereof and as of the Closing Date (references in this Section 1 to the "Offering Memorandum" are to (x) the Pricing Disclosure Package in the case of representations and warranties made as of the date hereof and (y) the Final Offering Memorandum in the case of representations and warranties made as of the Closing Date):

(a) *No Registration Required.* Subject to compliance by the Initial Purchasers with the representations and warranties set forth in Section 2 hereof and with the procedures set forth in Section 7 hereof, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers and to each Subsequent Purchaser in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Final Offering Memorandum to register the Securities under the Securities Act or, until such time as the Exchange Securities are issued pursuant to an effective registration statement, to qualify the Indenture under the Trust Indenture Act of 1939 (the "Trust Indenture Act," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(b) *No Integration of Offerings or General Solicitation.* None of the Issuers, their respective affiliates (as such term is defined in Rule 501 under the Securities Act) (each, an "Affiliate"), or any person acting on its or any of their behalf (other than the Initial Purchasers, as to whom the Issuers make no representation or warranty) has, directly or indirectly, solicited any offer to buy or offered to sell, or will, directly or indirectly, solicit any offer to buy or offer to sell, in the United States or to any United States citizen or resident, any security which is or would be integrated with the sale of the Securities in a manner that would require the Securities to be registered under the Securities Act. None of the Issuers, their respective Affiliates, or any person acting on its or any of their behalf (other than the Initial Purchasers, as to whom the Issuers make no representation or warranty) have engaged or will engage, in connection with the offering of the Securities, in any form of general solicitation or general advertising within the meaning of Rule 502 under the Securities Act. With respect to those Securities sold in reliance upon Regulation S, (i) none of the Issuers, their respective Affiliates or any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Issuers make no representation or warranty) has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (ii) each of the Issuers and their respective Affiliates and any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Issuers make no representation or warranty) has complied and will comply with the offering restrictions set forth in Regulation S.

(c) *Eligibility for Resale under Rule 144A.* The Securities are eligible for resale pursuant to Rule 144A and will not be, at the Closing Date, of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated interdealer quotation system.

(d) *The Pricing Disclosure Package and Offering Memorandum.* Neither the Pricing Disclosure Package, as of the Time of Sale, nor the Final Offering Memorandum, as of its date or (as amended or supplemented in accordance with Section 3(a), as applicable) as of the Closing Date, contains or represents an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation and warranty shall not apply to statements in or omissions from the Pricing Disclosure Package, the Final Offering Memorandum or any amendment or supplement thereto made in reliance upon and in conformity with information furnished to the Issuers in writing by any Initial Purchaser through Banc of America Securities LLC expressly for use in the Pricing Disclosure Package, the Final Offering Memorandum or amendment or supplement thereto, as the case may be. The Pricing Disclosure Package contains, and the Final Offering Memorandum will contain, all the information specified in, and meeting the requirements of, Rule 144A.

(e) *Company Additional Written Communications.* The Issuers have not prepared, made, used, authorized, approved or distributed and will not prepare, make, use, authorize, approve or distribute any written communication that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Issuers or their respective agents and representatives (other than a communication referred to in clauses (i) and (ii) below) a "Company Additional Written Communication") other than (i) the Pricing Disclosure Package, (ii) the Final Offering Memorandum, and (iii) any electronic road show or other written communications, in each case used in accordance with Section 3(a). Each such Company Additional Written Communication, when taken together with the Pricing Disclosure Package, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation and warranty shall not apply to statements in or omissions from each such Company Additional Written Communication made in reliance upon and in conformity with information furnished to the Issuers in writing by any Initial Purchaser through Banc of America Securities LLC expressly for use in any Company Additional Written Communication.

(f) *Incorporated Documents.* The documents incorporated by reference in the Pricing Disclosure Package or the Final Offering Memorandum, as the case may be, when they became effective or were filed with the Commission, as the case may be (collectively, the "Incorporated Documents"), conformed in all material respects to the applicable requirements of the Securities Act or the Exchange Act, as applicable. Any further documents so filed and incorporated by reference in the Pricing Disclosure Package or the Final Offering Memorandum or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the applicable requirements of the Securities Act or the Exchange Act, as applicable.

(g) *The Purchase Agreement.* This Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Issuers and the Guarantors, enforceable in accordance with its terms, except as the enforcement hereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(h) *Partnership Agreement.* The Partnership Agreement (as defined below) has been duly authorized, executed and delivered by the General Partner and, assuming due authorization, execution and delivery by the other parties thereto, is a valid and legally binding agreement of the General Partner, enforceable against the General Partner in accordance with its terms; provided, however, that the enforceability thereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(i) *Subsidiary Operating Agreements.* The certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, limited partnership agreement or other organizational documents, as applicable, of the Subsidiaries (collectively, the "Subsidiary Operating Agreements" and, together with the Partnership Agreement, the "Operating Agreements") have been duly authorized, executed and delivered by the Crosstex Parties that are parties thereto, as applicable, and are valid and legally binding agreements of the respective parties thereto, enforceable against the Crosstex Parties that are parties thereto, as applicable, in accordance with their terms; provided, however, that the enforceability thereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(j) *Formation and Qualification.*

(i) The Company has been duly formed and is validly existing in good standing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act ("Delaware LP Act") with full partnership power and authority to own or lease its properties and to conduct its business in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum.

(ii) The General Partner has been duly formed and is validly existing in good standing as a limited partnership under the Delaware LP Act with full partnership power and authority to own or lease its properties, to conduct its business and to act as a general partner of the Company in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum.

(iii) FinCo has been duly formed and is validly existing in good standing as a corporation under the Delaware General Corporation Law with full corporate power and authority to own or lease its properties and to conduct its business in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum.

(iv) Each of the Subsidiaries has been duly formed and is validly existing in good standing under the laws of its respective jurisdiction of formation, with all corporate, limited liability company or partnership, as the case may be, power and authority necessary to own or lease its properties and conduct its business, in each case, in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum.

(v) Each of the Crosstex Parties is duly registered or qualified as a foreign corporation, limited liability company or limited partnership, as the case may be, for the transaction of business under the laws of each jurisdiction in which the character of the business conducted by it or the nature or location of the properties owned or leased by it makes such registration or qualification necessary, except where the failure to register or qualify would not (i) cause a Material Adverse Change (as defined below) on the business, prospects, financial condition or results of operations of the Crosstex Parties, taken as a whole or (ii) subject the limited partners of the Partnership to any material liability or disability.

(k) *Ownership.*

(i) The General Partner is the sole general partner of the Company with a 2% general partner interest in the Company; such general partner interest has been duly authorized and validly issued in accordance with the Sixth Amended and Restated Agreement of Limited Partnership of the Company (as amended, the "Partnership Agreement"); and the General Partner owns its general partner interest free and clear of all liens, encumbrances (except restrictions on transferability contained in Section 4.6 of the Partnership Agreement or as described in the Pricing Disclosure Package and the Final Offering Memorandum), security interests, equities, charges or claims.

(ii) The issued and outstanding limited partner interests of the Company consist of 49,676,125 Common Units 14,705,882 Series A Preferred Units and the incentive distribution rights, as defined in the Partnership Agreement (the "Incentive Distribution Rights"). All outstanding Common Units, Series A Preferred Units and Incentive Distribution Rights and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

(iii) Crosstex Energy, Inc., a Delaware corporation ("CEI"), owns 16,414,830 units (the "Sponsor Units"), and the General Partner owns all of the Incentive Distribution Rights. CEI owns the Sponsor Units and the General Partner owns the Incentive Distribution Rights free and clear of all liens, encumbrances (except with

respect to the Incentive Distribution Rights, restrictions on transferability contained in Section 4.7 of the Partnership Agreement or as described in the Pricing Disclosure Package and the Final Offering Memorandum), security interests, equities, charges or claims.

(iv) Crosstex Operating GP, LLC, a Delaware limited liability company (the "Operating GP"), is the sole general partner of Crosstex Energy Services, L.P., a Delaware limited partnership (the "Operating Company"), with a .001% general partner interest in the Operating Company; such general partner interest has been duly authorized and validly issued in accordance with the partnership agreement of the Operating Company (the "Operating Company Agreement"); Operating GP owns such general partner interest free and clear of all liens, encumbrances (except restrictions on transferability contained in Article IV of the Operating Company Agreement or as described in the Pricing Disclosure Package and the Final Offering Memorandum), security interests, equities, charges or claims, except for such liens, encumbrances, security interests, equities, charges and claims arising under (i) the Fourth Amended and Restated Credit Agreement, dated as of November 1, 2005 (as amended prior to the date hereof and as amended and restated on or prior to the Closing Date, the "Credit Agreement"), among the Partnership, Bank of America, N.A., as administrative and collateral agent, and certain other parties and (ii) the Amended and Restated Note Purchase Agreement, dated as of July 25, 2006 among the Company, the Operating Company, Prudential Investment Management, Inc. and certain other parties (as the same has been amended prior to the date hereof and together with the notes issued thereunder, the "Master Shelf Agreement"); the Company is the sole limited partner of the Operating Company with a 99.999% limited partner interest in the Operating Company; such limited partner interest has been duly authorized and validly issued in accordance with the Operating Company Agreement and is fully paid (to the extent required under the Operating Company Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and the Company owns such limited partner interest free and clear of all liens, encumbrances (except restrictions on transferability contained in Article IV of the Operating Company Agreement or as described in the Pricing Disclosure Package), security interests, equities, charges or claims, except for such liens, encumbrances, security interests, equities, charges and claims arising under the Credit Agreement and the Master Shelf Agreement.

(v) The Company owns 100% of the issued and outstanding membership interests in Operating GP; such membership interests have been duly authorized and validly issued in accordance with the limited liability company agreement of Operating GP (as the same may be amended or restated on or prior to the Closing Date, the "Operating GP LLC Agreement") and are fully paid (to the extent required under the Operating GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Company owns such membership interest free and clear of all liens, encumbrances (except restrictions on transferability as described in the Pricing Disclosure Package and the Final Offering Memorandum or as otherwise contained in the Operating GP LLC Agreement), security interests, equities, charges or claims, except for such liens, encumbrances,

security interests, equities, charges and claims arising under the Credit Agreement and the Master Shelf Agreement.

(vi) All of the outstanding partnership interests or membership interests or shares, as the case may be, of each of the Subsidiaries (other than Operating GP and the Operating Company) have been duly and validly authorized and issued, and are fully paid (to the extent required under the applicable certificate of incorporation, limited partnership agreement or limited liability company agreement of each Subsidiary) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act, Sections 153.202 and 153.210 of the Texas Business Organizations Code (the "TBOC") or comparable sections of Louisiana limited partnership statutes, as applicable, in the case of partnership interests, or Sections 18-607 and 18-804 of the Delaware LLC Act, Section 101.206 of the TBOC or comparable sections of Louisiana LLC statutes, as applicable, in the case of membership interests). The Operating Company directly or indirectly owns the partnership interests or membership interests in each Subsidiary (other than Operating GP and the Operating Company) free and clear of all liens, encumbrances (except restrictions on transferability as described in the Final Offering Memorandum and Pricing Disclosure Package or as otherwise contained in the applicable limited partnership agreement or limited liability company agreement of each Subsidiary), security interests, equities, charges or claims, except for such liens, encumbrances, security interests, equities, charges and claims arising under the Credit Agreement and the Master Shelf Agreement.

(vii) Crosstex Energy GP, LLC, a Delaware limited liability company ("GP LLC"), is the sole general partner of the General Partner with a .001% general partner interest in the General Partner; such general partner interest has been duly authorized and validly issued in accordance with the partnership agreement of the General Partner (as the same may be amended and restated on or prior to the Closing Date, the "General Partner Partnership Agreement" and, together with the Partnership Agreement, the Operating Company Agreement and the Operating GP LLC Agreement, the "Operative Agreements"); GP LLC owns such general partner interest free and clear of all liens, encumbrances (except restrictions on transferability as described in the Final Offering Memorandum and Pricing Disclosure Package or as otherwise contained in the General Partner Partnership Agreement), security interests, equities, charges or claims; CEI is the sole limited partner of the General Partner with a 99.999% limited partner interest in the General Partner; such limited partner interest has been duly authorized and validly issued in accordance with the General Partner Partnership Agreement and is fully paid (to the extent required under the General Partner Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and CEI owns such limited partner interest free and clear of all liens, encumbrances (except restrictions on transferability as described in the Final Offering Memorandum and Pricing Disclosure Package or as otherwise contained in the General Partner Partnership Agreement), security interests, equities, charges or claims.

(viii) CEI owns 100% of the issued and outstanding membership interests in GP LLC; such membership interests have been duly authorized and validly issued in accordance with the limited liability company agreement of GP LLC (as the same may be

amended or restated on or prior to Closing Date, the "GP LLC Agreement") and are fully paid (to the extent required under the GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and CEI owns its membership interests free and clear of all liens, encumbrances (except restrictions on transferability as described in the Pricing Disclosure Package or as otherwise contained in the GP LLC Agreement), security interests, equities, charges or claims.

(ix) The Company has no direct or indirect subsidiaries other than the Subsidiaries that, individually or in the aggregate, would be deemed a "significant subsidiary" as such term is defined in Rule 405 promulgated under the Securities Act.

(l) *The Registration Rights Agreement and DTC Agreement.* The Registration Rights Agreement has been duly authorized and, on the Closing Date, will have been duly executed and delivered by, and (assuming the valid execution and delivery thereof by the Initial Purchasers) will constitute a valid and binding agreement of, the Issuers and the Guarantors, enforceable in accordance with its terms, except as the enforcement thereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing. The DTC Agreement has been duly authorized and, on the Closing Date, will have been duly executed and delivered by, and (assuming the valid execution and delivery thereof by the Depository) will constitute a valid and binding agreement of, the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(m) *Authority and Authorization.* The Issuers have all requisite corporate or limited partnership power and authority to issue, sell and deliver the Notes, and each Guarantor has all requisite corporate, limited liability company or limited partnership, as the case may be, power and authority to issue the Guarantees. Each of the Issuers and the Guarantors has all requisite corporate, limited liability company or limited partnership, as the case may be, power and authority to enter into this Agreement and to perform its respective obligations thereunder. At the Closing Date, all corporate, limited partnership and limited liability company action, as the case may be, required to be taken by the Issuers and the Guarantors or any of their owners, members or partners for the authorization, issuance, sale and delivery of the Securities as contemplated by this Agreement shall have been validly taken.

(n) *Authorization of the Indenture.* The Indenture has been duly authorized by the Issuers and the Guarantors and, at the Closing Date, will have been duly executed and delivered by the Issuers and the Guarantors and, assuming the due authorization, execution and delivery by the Trustee, will constitute a valid and binding agreement of the Issuers and the Guarantors, enforceable against the Issuers and the Guarantors in accordance with its terms, except as the

enforcement thereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(o) *Description of the Securities and the Indenture.* The Securities, the Exchange Securities and the Indenture will conform in all material respects to the respective statements relating thereto contained in the Pricing Disclosure Package and the Final Offering Memorandum.

(p) *No Material Adverse Change.* Except as set forth in the Pricing Disclosure Package and the Final Offering Memorandum, subsequent to the respective dates as of which information is given therein, there has not been: (i) any material adverse change in the condition, financial or otherwise, or in the earnings, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Crosstex Parties, taken as a whole (a "Material Adverse Change"); (ii) any transaction which is material to the Crosstex Parties taken as a whole; (iii) any obligation or liability, direct, indirect or contingent (including any off-balance sheet obligations), incurred by any of the Crosstex Parties, which is material to the Crosstex Parties taken as a whole; or (iv) any dividend or distribution of any kind declared, paid or made by the Crosstex Parties or, in respect of membership or partnership interests in any of the Crosstex Parties, except for dividends paid to the Crosstex Parties on any class of capital stock or repurchase or redemption by the Crosstex Parties of any class of capital stock.

(q) *Independent Accountants.* KPMG LLP, which expressed its opinion with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules filed with the Commission and included in the Pricing Disclosure Package and the Final Offering Memorandum are independent public or certified public accountants within the meaning of Regulation S-X under the Securities Act and the Exchange Act and the rules of the Public Company Accounting Oversight Board.

(r) *Preparation of the Financial Statements.* The historical consolidated financial statements (including the related notes and supporting schedules) included or incorporated by reference in the Pricing Disclosure Package or the Final Offering Memorandum (and any amendment or supplement thereto) present fairly in all material respects the financial condition and results of operations of the entities purported to be shown thereby on the basis stated therein, at the dates and for the periods indicated, and have been prepared in conformity with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods involved. The summary historical and pro forma consolidated financial and operating information set forth or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum (and any amendment or supplement thereto) is presented fairly in all material respects and prepared on a basis consistent with the audited and unaudited historical consolidated financial statements and pro forma financial statements, as applicable, from which it has been derived. The unaudited pro forma financial statements of the Company included or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum (and any amendment or supplement thereto) have been prepared in all material

respects in accordance with the applicable requirements of Article 11 of Regulation S-X of the Securities Act. The assumptions used in the preparation of such unaudited pro forma financial statements are, in the opinion of the management of the Company, reasonable. The pro forma adjustments reflected in such unaudited pro forma financial statements have been properly applied to the historical amounts in compilation of such unaudited pro forma financial statements. The other financial and statistical data contained or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum are accurately and fairly presented and prepared on a basis consistent with the financial statements and books and records of the Company. There are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum that are not included or incorporated by reference as required. The Company and its Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not described in the Pricing Disclosure Package and the Final Offering Memorandum; and all disclosures contained or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Securities Act, to the extent applicable.

(s) *No Conflicts*; *No Consents*.

(i) None of the offering, issuance and sale of the Securities by the Issuers and the Guarantors, respectively, the execution, delivery and performance of the Securities, the Exchange Securities, the Indenture, the Registration Rights Agreement or this Agreement by the Crosstex Parties or the consummation of the transactions contemplated hereby or thereby (i) conflicts or will conflict with or constitutes or will constitute a violation of the certificate of incorporation, limited partnership, formation or organization of any of the Crosstex Parties, as applicable, or any of their respective Operating Agreements, (ii) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default under (or an event which, with notice or lapse of time or both, would constitute such a default), any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the Crosstex Parties is a party or by which any of them or any of their respective properties may be bound, (iii) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court or governmental agency or body having jurisdiction over any of the Crosstex Parties or any of their respective properties in a proceeding to which any of them or their property is or was a party or (iv) results or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any of the Crosstex Parties (other than liens created pursuant to the Credit Agreement and the Master Shelf Agreement), which conflicts, breaches, violations, defaults or liens, in the case of clauses (ii), (iii) or (iv), would have, individually or in the aggregate, a Material Adverse Change.

(ii) Except for (i) such consents, approvals, authorizations, orders, filings, registrations or qualifications as may be required (A) under applicable state securities or "Blue Sky" laws in connection with the purchase and resale of the Securities by the Initial Purchasers and (B) with respect to the Exchange Securities under the Securities Act, the Trust Indenture Act and applicable state securities or "Blue Sky" laws as contem-

plated by the Registration Rights Agreement, (ii) such consents that have been, or prior to the Closing Date will have been, obtained and (iii) such consents that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Change, no consent, approval, authorization or order of, or filing or registration with, any court or governmental agency or body having jurisdiction over any of the Crosstex Parties or any of their respective properties is required in connection with the offering, issuance and sale of the Securities by the Crosstex Parties in the manner contemplated herein or in the Pricing Disclosure Package and the Final Offering Memorandum, the execution, delivery and performance of this Agreement, the Indenture, the Securities and the Registration Rights Agreement by the Crosstex Parties or the consummation by the Crosstex Parties of the transactions contemplated hereby or thereby.

(t) *No Material Actions or Proceedings.* Except as otherwise described in the Pricing Disclosure Package and the Final Offering Memorandum, there is no action, suit or proceeding before or by any court, arbitrator or governmental agency, body or official, domestic or foreign, now pending or, to the knowledge of the Crosstex Parties, threatened, to which any of the Crosstex Parties is or may be a party or to which the business or property of any of the Crosstex Parties is or may be subject that is reasonably likely to have a Material Adverse Change or prevent the consummation of the transactions contemplated by this Agreement.

(u) *Title to Properties*. The Crosstex Parties have good and indefeasible title to all real property and good title to all personal property described in the Pricing Disclosure Package and the Final Offering Memorandum as owned by the Crosstex Parties, free and clear of all liens, claims, security interests, or other encumbrances, except (i) as described, and subject to limitations contained, in the Pricing Disclosure Package and the Final Offering Memorandum or (ii) such as do not materially interfere with the use of such properties taken as a whole as they have been used in the past and are proposed to be used in the future as described in the Pricing Disclosure Package and the Final Offering Memorandum, except, in each case, for such liens, security interests, claims and encumbrances arising under the Credit Agreement and the Master Shelf Agreement.

(v) *Tax Law Compliance.* Each of the Crosstex Parties has filed (or has obtained extensions with respect to) all material federal, state and foreign income and franchise tax returns required to be filed through the date hereof, which returns are complete and correct in all material respects, and has timely paid all taxes shown to be due, if any, pursuant to such returns, other than those (i) which are being contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting principles or (ii) which, if not paid, would not have a Material Adverse Change.

(w) *Not an "Investment Company".* None of the Crosstex Parties or any of their respective subsidiaries is now, and after the sale of the Securities to be sold by the Issuers hereunder and the application of the net proceeds from such sale as described in the Pricing Disclosure Package and the Final Offering Memorandum under the caption "Use of Proceeds" will be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(x) *Insurance.* The Crosstex Parties maintain insurance covering their properties, operations, personnel and businesses against such losses and risks and in such amounts as are reasonably adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for companies engaged in similar businesses in similar industries. None of the Crosstex Parties has received notice from any insurer or agent of such insurer that substantial capital improvements (relating to the Company and its subsidiaries on a consolidated basis) or other substantial expenditures will have to be made in order to continue such insurance, and all such insurance is outstanding and duly in force on the date hereof and will be outstanding and duly in force at the Closing Date.

(y) *No Price Stabilization or Manipulation.* None of the Crosstex Parties has taken and or will take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Issuers to facilitate the sale or resale of the Securities.

(z) *No Conflict with Money Laundering Laws.* The operations of the Crosstex Parties and their respective subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the he Crosstex Parties or any of their respective subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(aa) *No Conflict with OFAC Laws.* None of the Crosstex Parties or any of their respective subsidiaries, or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Crosstex *Parties* or any of their respective subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Issuers will not directly or indirectly use the proceeds of the offering of sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(bb) *Compliance with Sarbanes-Oxley.* The Issuers and their respective officers and directors are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(cc) *Issuers' Accounting System.* The Crosstex Parties maintain a system of accounting controls that is sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles as applied in the United States and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or

specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(dd) *Disclosure Controls and Procedures.* The Company has established and maintains disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-14 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and chief financial officer of the Company by others within the Company or any of its subsidiaries, and such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established subject to the limitations of any such control system.

(ee) *Compliance with Environmental Laws.* Except as set forth in the Pricing Disclosure Package and the Final Offering Memorandum, the Crosstex Parties (i) are in compliance with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety and the environment or imposing liability or standards of conduct concerning any Hazardous Materials (as defined below) ("Environmental Laws"), (ii) have received all permits required of them under applicable Environmental Laws to conduct their respective businesses, (iii) are in compliance with all terms and conditions of any such permits and (iv) do not have any liability in connection with the release into the environment of any Hazardous Material, except where such noncompliance with Environmental Laws, failure to receive required permits, failure to comply with the terms and conditions of such permits or liability would not, individually or in the aggregate, have a Material Adverse Change. The term "Hazardous Material" means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum product, (D) any polychlorinated biphenyl and (E) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any other Environmental Law.

(ff) *Permits.* Each of the Crosstex Parties has, and at the Closing Date will have, such permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities ("permits") as are necessary to own its properties and to conduct its business in the manner described in the Pricing Disclosure Package and the Final Offering Memorandum, subject to such qualifications as may be set forth therein and except for such permits which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Change. Except as set forth in the Pricing Disclosure Package and the Final Offering Memorandum, each of the Crosstex Parties has, or at the Closing Date will have, fulfilled and performed all its material obligations with respect to such permits which are or will be due to have been fulfilled and performed by such date and no event has occurred that would prevent the permits from being renewed or reissued or which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any impairment of the rights of the holder of any such permit, except for such non-renewals, non-issues, revocations, terminations and impairments that would not, individually or in the aggregate, have a Material Adverse Change. Except as described in the Pricing Disclosure Package and the Final Offering Memorandum, none of such permits contains, or at the Closing Date will contain, any restriction that is

materially burdensome to the Crosstex Parties and their respective subsidiaries considered as a whole.

(gg) *No Labor Disturbance.* No labor disturbance by the employees of the Crosstex Parties exists or, to the knowledge of the Company, is imminent or threatened that is reasonably likely to have a Material Adverse Change.

(hh) *Related Party Transactions*. No relationship, direct or indirect, exists between or among any of the Issuers or any affiliate of the Issuers, on the one hand, and any director, officer, member, stockholder, customer or supplier of the Issuers or any affiliate of the Issuers, on the other hand, which is required by the Securities Act to be disclosed in a registration statement on Form S-1 which is not so disclosed in the Final Offering Memorandum (or the documents incorporated by reference therein). There are no outstanding loans, advances (except advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Issuers or any affiliate of the Issuers to or for the benefit of any of the officers or directors of the Issuers or any affiliate of the Issuers or any of their respective family members.

(ii) *No Unlawful Contributions or Other Payments.* None of the Crosstex Parties nor, to the best of the Company's knowledge, any employee or agent of the Crosstex Parties, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law or of the character necessary to be disclosed in Pricing Disclosure Package and the Final Offering Memorandum in order to make the statements therein not misleading.

(jj) *Regulations T, U, X.* Neither the Issuers nor any Guarantor nor any of their respective subsidiaries nor any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(kk) *ERISA Compliance*. Except as otherwise disclosed in the Pricing Disclosure Package and the Final Offering Memorandum, the Crosstex Parties, their subsidiaries and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974 (as amended, "ERISA," which term, as used herein, includes the regulations and published interpretations thereunder)) established or maintained by the Crosstex Parties, their subsidiaries or their "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA, except where the failure to comply would not have a Material Adverse Change. "ERISA Affiliate" means, with respect to the Crosstex Parties, any member of any group of organizations described in Section 414 of the Internal Revenue Code of 1986 (as amended, the "Code," which term, as used herein, includes the regulations and published interpretations thereunder) with which the Crosstex Parties or such subsidiary is treated as a single employer. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Crosstex Parties, their subsidiaries or any of their ERISA Affiliates. No "employee benefit plan" established or maintained by the Crosstex Parties, their subsidiaries or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither any of the Crosstex Parties, their subsidiaries nor

any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Sections 412, 4971, 4975 or 4980B of the Code except for such liability as would not have a Material Adverse Change. Each "employee benefit plan" established or maintained by the Crosstex Parties, their subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401 of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

(ll) *New Bank Credit Facility.* The new bank credit facility (as defined in the Pricing Disclosure Package and Final Offering Memorandum) has been duly and validly authorized by the Company and the Guarantors party thereto and, assuming the due authorization, execution and delivery by the Administrative Agent (as defined therein) the L/C Issuer (as defined therein) and the Lenders (as defined therein) when duly executed and delivered by the Company, will be the valid and legally binding obligation of the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

SECTION 2. *Purchase, Sale and Delivery of the Securities.*

(a) *The Securities.* Each of the Issuers and the Guarantors agrees to issue and sell to the Initial Purchasers, severally and not jointly, all of the Securities, and the Initial Purchasers agree, severally and not jointly, to purchase from the Issuers and the Guarantors the aggregate principal amount of Securities set forth opposite their names on Schedule A, at a purchase price of 95.407% of the principal amount thereof payable on the Closing Date, in each case, on the basis of the representations, warranties and agreements herein contained, and upon the terms, subject to the conditions thereto, herein set forth.

(b) *The Closing Date.* Delivery of certificates for the Securities in definitive form to be purchased by the Initial Purchasers and payment therefor shall be made at the offices of Vinson & Elkins LLP, First City Tower, 1001 Fannin Street, Suite 2500, Houston, Texas 77002-6760 (or such other place as may be agreed to by the Company and Banc of America Securities LLC) at 9:00 a.m. New York City time, on February 10, 2010, or such other time and date as Banc of America Securities LLC shall designate by notice to the Company (the time and date of such closing are called the "Closing Date").

(c) *Delivery of the Securities.* The Issuers shall deliver, or cause to be delivered, through the facilities of the Depositary, to Banc of America Securities LLC for the accounts of the several Initial Purchasers, the Securities at the Closing Date against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The Securities shall be in global form and in such denominations and registered in the name of Cede & Co., as nominee of the Depositary, pursuant to the DTC Agreement, and shall be delivered at the Closing Date to the Trustee, as custodian for the Depositary. Time shall be of the essence,

and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Initial Purchasers.

(d) *Initial Purchasers as Qualified Institutional Buyers*. Each Initial Purchaser severally and not jointly represents and warrants to, and agrees with, the Issuers that:

(i) it is a "qualified institutional buyer" within the meaning of Rule 144A (a "Qualified Institutional Buyer"); and

(ii) it has not offered or sold, and will not offer or sell, any Securities, except (i) within the United States, to those persons it reasonably believes to be Qualified Institutional Buyers and that, in connection with each sale, it has taken or will take reasonable steps to ensure that the purchaser of such Securities is aware that such sale is being made in reliance on Rule 144A or (ii) in accordance with the restrictions set forth in Annex I hereto.

SECTION 3. *Additional Covenants.* Each of the Issuers and the Guarantors further covenants and agrees with each Initial Purchaser as follows:

(a) *Preparation of Final Offering Memorandum; Initial Purchasers' Review of Proposed Amendments and Supplements and Company Additional Written Communications.* As promptly as practicable following the Time of Sale and in any event not later than the second business day following the date hereof, the Issuers will prepare and deliver to the Initial Purchasers the Final Offering Memorandum, which shall consist of the Preliminary Offering Memorandum as modified only by the information contained in the Pricing Supplement. The Issuers will not amend or supplement the Preliminary Offering Memorandum or the Pricing Supplement. The Issuers will not amend or supplement the Final Offering Memorandum prior to the Closing Date unless the Initial Purchasers shall previously have been furnished a copy of the proposed amendment or supplement at least two business days prior to the proposed use or filing, and shall not have objected to such amendment or supplement. Before making, preparing, using, authorizing, approving or distributing any Company Additional Written Communication, the Issuers will furnish to the Initial Purchasers a copy of such written communication for review and will not make, prepare, use, authorize, approve or distribute any such written communication to which Banc of America Securities LLC reasonably objects

(b) *Amendments and Supplements to the Final Offering Memorandum and Other Securities Act Matters.*If, prior to the later of (x) the Closing Date and (y) the completion of the placement of the Securities by the Initial Purchasers with the Subsequent Purchasers, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Final Offering Memorandum, as then amended or supplemented, in order to make the statements therein, in the light of the circumstances when the Final Offering Memorandum is delivered to a Subsequent Purchaser, not misleading, or if in the judgment of the Representative or counsel for the Initial Purchasers it is otherwise necessary to amend or supplement the Final Offering Memorandum to comply with law, the Issuers agree to promptly prepare (subject to Section 3 hereof), furnish at their own expense to the Initial Purchasers, amendments or supplements to the Final Offering Memorandum so that the statements in the Final Offering Memorandum as so amended or supplemented will not, in the light of the circumstances at the Closing Date and at

the time of sale of Securities, be misleading or so that the Final Offering Memorandum, as amended or supplemented, will comply with all applicable law.

Following the consummation of the Exchange Offer or the effectiveness of an applicable shelf registration statement and for so long as the Securities are outstanding if, in the judgment of the Initial Purchasers, the Initial Purchasers or any of their affiliates (as such term is defined in the Securities Act) are required to deliver a prospectus in connection with sales of, or market-making activities with respect to, the Securities, the Company agrees to periodically amend the applicable registration statement so that the information contained therein complies with the requirements of Section 10 of the Securities Act, to amend the applicable registration statement or supplement the related prospectus or the documents incorporated therein when necessary to reflect any material changes in the information provided therein so that the registration statement and the prospectus will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing as of the date the prospectus is so delivered, not misleading and to provide the Initial Purchasers with copies of each amendment or supplement filed and such other documents as the Initial Purchasers may reasonably request.

The Issuers hereby expressly acknowledges that the indemnification and contribution provisions of Sections 8 and 9 hereof are specifically applicable and relate to each offering memorandum, registration statement, prospectus, amendment or supplement referred to in this Section 3.

(c) *Copies of the Offering Memorandum.* The Issuers agree to furnish the Initial Purchasers, without charge, as many copies of the Pricing Disclosure Package and the Final Offering Memorandum and any amendments and supplements thereto as they shall have reasonably requested.

(d) *Blue Sky Compliance.* Each of the Issuers and the Guarantors shall cooperate with the Initial Purchasers and counsel for the Initial Purchasers to qualify or register (or to obtain exemptions from qualifying or registering) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States or any other jurisdictions reasonably designated by the Initial Purchasers, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Securities. None of the Issuers or any of the Guarantors shall be required to qualify as a foreign corporation or other entity or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation or other entity. The Company will advise the Initial Purchasers promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, each of the Issuers and the Guarantors shall use its reasonable best efforts to obtain the withdrawal thereof at the earliest possible moment.

(e) *Use of Proceeds.* The Issuers shall apply the net proceeds from the sale of the Securities sold by it in the manner described under the caption “Use of Proceeds” in the Pricing Disclosure Package.

(f) *The Depositary*. The Issuers will cooperate with the Initial Purchasers and use their reasonable best efforts to permit the Securities to be eligible for clearance and settlement through the facilities of the Depositary.

(g) *Additional Issuer Information.* Prior to the completion of the placement of the Securities by the Initial Purchasers with the Subsequent Purchasers, the Issuers shall file, on a timely basis, with the Commission and the Nasdaq Global Select Market all reports and documents required to be filed under Section 13 or 15 of the Exchange Act. Additionally, at any time when the Issuers are not subject to Section 13 or 15 of the Exchange Act and the Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, for the benefit of holders and beneficial owners from time to time of the Securities, the Issuers shall furnish, at its expense, upon request, to holders and beneficial owners of Securities and prospective purchasers of Securities information ("Additional Issuer Information") satisfying the requirements of Rule 144A(d).

(h) *Agreement Not To Offer or Sell Additional Securities.* During the period of 45days following the date hereof, the Issuers will not, without the prior written consent of Banc of America Securities LLC (which consent may be withheld at the sole discretion of Banc of America Securities LLC), directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open "put equivalent position" within the meaning of Rule 16a-1 under the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Issuers similar to the Securities or securities exchangeable for or convertible into debt securities of the Issuers similar to the Securities (other than as contemplated by this Agreement and to register the Exchange Securities).

(i) *No Integration.* The Issuers agree that they will not and will cause their Affiliates not to make any offer or sale of securities of the Issuers of any class if, as a result of the doctrine of "integration" referred to in Rule 502 under the Securities Act, such offer or sale would render invalid (for the purpose of (i) the sale of the Securities by the Issuers to the Initial Purchasers, (ii) the resale of the Securities by the Initial Purchasers to Subsequent Purchasers or (iii) the resale of the Securities by such Subsequent Purchasers to others) the exemption from the registration requirements of the Securities Act provided by Section 4(2) thereof or by Rule 144A or by Regulation S thereunder or otherwise.

(j) *No Restricted Resales*. During the period of one year after the Closing Date, the Issuers will not, and will not permit any of their respective "affiliates" (as defined in Rule 144 under the Securities Act) to resell any of the Securities that constitute "restricted securities" under Rule 144 that have been reacquired by any of them.

(k) *Legended Securities.* Each certificate for a Security will bear the legend contained in "Transfer Restrictions" in the Preliminary Offering Memorandum for the time period and upon the other terms stated in the Preliminary Offering Memorandum.

Banc of America Securities LLC, on behalf of the several Initial Purchasers, may, in its sole discretion, waive in writing the performance by the Issuers or any Guarantor of any one or more of the foregoing covenants or extend the time for their performance.

SECTION 4. *Payment of Expenses.* Each of the Issuers and the Guarantors agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation, (i) all expenses incident to the issuance and delivery of the Securities (including all printing and engraving costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the original issuance and sale of the Securities to the Initial Purchasers, (iii) all fees and expenses of the Issuers' and the Guarantors' counsel, independent public or certified public accountants and other advisors, (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Pricing Disclosure Package and the Final Offering Memorandum (including financial statements and exhibits), and all amendments and supplements thereto, this Agreement, the Registration Rights Agreement, the Indenture, the DTC Agreement and the Securities, (v) all filing fees, attorneys' fees and expenses incurred by the Issuers, the Guarantors or the Initial Purchasers in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States or other jurisdictions reasonably designated by the Initial Purchasers (including, without limitation, the cost of preparing, printing and mailing preliminary and final blue sky or legal investment memoranda and any related supplements to the Pricing Disclosure Package or the Final Offering Memorandum, (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture, the Securities and the Exchange Securities, (vii) any fees payable in connection with the rating of the Securities or the Exchange Securities with the ratings agencies, (viii) all fees and expenses (including reasonable fees and expenses of counsel) of the Issuers and the Guarantors in connection with approval of the Securities by the Depositary for "book-entry" transfer, and the performance by the Issuers and the Guarantors of their respective other obligations under this Agreement and (ix) all expenses of the Company incident to the "road show" for the offering of the Securities. Except as provided in this Section 4 and Sections 6, 8 and 9 hereof, the Initial Purchasers shall pay their own expenses, including the fees and disbursements of their counsel.

SECTION 5. *Conditions of the Obligations of the Initial Purchasers.* The obligations of the several Initial Purchasers to purchase and pay for the Securities as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Issuers and the Guarantors set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made and to the timely performance by the Issuers of their covenants and other obligations hereunder, and to each of the following additional conditions:

(a) *Accountants' Comfort Letter.* On the date hereof, the Initial Purchasers shall have received from KPMG LLP, independent public or certified public accountants for the Issuers, a "comfort letter" dated the date hereof addressed to the Initial Purchasers, in form and substance satisfactory to the Initial Purchasers, covering the financial information in the Preliminary Offering Memorandum and the Pricing Supplement, if any, and other customary matters. In addition, on the Closing Date, the Initial Purchasers shall have received from such accountants, a "bring-down comfort letter" dated the Closing Date addressed to the Initial Purchasers, in form and substance satisfactory to the Initial Purchasers, in the form of the "comfort letter" delivered on the date hereof, except that (i) it shall cover the financial information in the Final Offering Memorandum and any amendment or supplement thereto and (ii) procedures shall be brought down to a date no more than 5 days prior to the Closing Date.

(b) *No Material Adverse Change or Ratings Agency Change.* For the period from and after the date of this Agreement and prior to the Closing Date:

(i) in the judgment of the Representative there shall not have occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Crosstex Parties, taken as a whole; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities or indebtedness of the Issuers or any of its Subsidiaries by any "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436 under the Securities Act.

(c) *Opinion of Counsel for the Issuers.* On the Closing Date the Initial Purchasers shall have received the favorable opinion of (i) Baker Botts, LLP, counsel for the Issuers, dated as of such Closing Date, the form of which is attached as Exhibit A-1 and (ii) Taylor, Porter, Brooks & Phillips LLP, local counsel for the Issuers, dated as of such Closing Date, the form of which is attached as Exhibit A-2.

(d) *Opinion of Counsel for the Initial Purchasers.* On the Closing Date the Initial Purchasers shall have received the favorable opinion of Vinson & Elkins LLP, counsel for the Initial Purchasers, dated as of such Closing Date, with respect to such matters as may be requested by the Initial Purchasers.

(e) *Officers' Certificate.* On the Closing Date the Initial Purchasers shall have received a written certificate executed by the Chairman of the Board, Chief Executive Officer or President of each Issuer and each Guarantor and the Chief Financial Officer or Chief Accounting Officer of each Issuer and each Guarantor, dated as of the Closing Date, to the effect set forth in Section 5(b)(ii) hereof, and further to the effect that:

(i) for the period from and after the date of this Agreement to the Closing Date, there shall not have occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Crosstex Parties, taken as a whole;

(ii) the representations, warranties and covenants of such entity set forth in Section 1 hereof were true and correct as of the date hereof and are true and correct as of the Closing Date with the same force and effect as though expressly made on and as of the Closing Date; and

(iii) such entity has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the Closing Date.

(f) *Indenture; Registration Rights Agreement.* The Issuers and the Guarantors shall have executed and delivered the Indenture, and the Initial Purchasers shall have received executed copies thereof. The Issuers and the Guarantors shall have entered into the Registration Rights Agreement and the Initial Purchasers shall have received executed counterparts thereof.

(g) *Additional Documents.* On or before the Closing Date, the Initial Purchasers and counsel for the Initial Purchasers shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Initial Purchasers by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Sections 4, 6, 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 6. *Reimbursement of Initial Purchasers' Expenses.* If this Agreement is terminated by the Initial Purchasers pursuant to Section 5 or clauses (i), (v) and (vi) of Section 10 hereof, including if the sale to the Initial Purchasers of the Securities on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Issuers or Guarantors to perform any agreement herein or to comply with any provision hereof, the Issuers agree to reimburse the Initial Purchasers, severally, upon demand for all out-of-pocket expenses that shall have been reasonably incurred by the Initial Purchasers in connection with the proposed purchase and the offering and sale of the Securities, including, without limitation, fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges; provided, that the Issuers shall not be obligated for any such reimbursement if the termination of this Agreement is solely as a result of the refusal, inability or failure to close and fund the new bank credit facility on or prior to the Closing Date on the part of Lenders affiliated with the Initial Purchasers notwithstanding the willingness and ability of the Company and the Guarantors to satisfy all conditions precedent to the closing of the new credit facility with such terms as described in the Pricing Disclosure Package.

SECTION 7. *Offer, Sale and Resale Procedures.* Each of the Initial Purchasers, on the one hand, and the Issuers and each of the Guarantors, on the other hand, hereby agree to observe the following procedures in connection with the offer and sale of the Securities:

(A) Offers and sales of the Securities will be made only by the Initial Purchasers or Affiliates thereof qualified to do so in the jurisdictions in which such offers or sales are made. Each such offer or sale shall only be made to persons whom the offeror or seller reasonably believes to be Qualified Institutional Buyers or non-U.S. persons outside the United States to whom the offeror or seller reasonably believes offers and sales of the Securities may be made in reliance upon Regulation S upon the terms and conditions set forth in Annex I hereto, which Annex I is hereby expressly made a part hereof.

(B) The Securities will be offered by approaching prospective Subsequent Purchasers on an individual basis. No general solicitation or general advertising (within the meaning of Rule 502 under the Securities Act) will be used in the United States in connection with the offering of the Securities.

(C) Upon original issuance by the Issuers, and until such time as the same is no longer required under the applicable requirements of the Securities Act, the Securities (and all securities issued in exchange therefor or in substitution thereof, other than the Exchange Securities) shall bear the following legend:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF (OR THE DATE OF ANY SUBSEQUENT REOPENING OF THE NOTES) AND THE LAST DATE ON WHICH AN ISSUER OR ANY AFFILIATE OF AN ISSUER WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) (THE "RESALE RESTRICTION TERMINATION DATE") ONLY (A) TO AN ISSUER OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUERS' AND THE

TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (i) PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40 DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR PURSUANT TO CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (ii) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER OR AN ISSUER ON OR AFTER THE RESALE RESTRICTION TERMINATION DATE."

Following the sale of the Securities by the Initial Purchasers to Subsequent Purchasers pursuant to the terms hereof, the Initial Purchasers shall not be liable or responsible to the Issuers for any losses, damages or liabilities suffered or incurred by the Issuers, including any losses, damages or liabilities under the Securities Act, arising from or relating to any resale or transfer of any Security.

SECTION 8. *Indemnification*.

(a) *Indemnification of the Initial Purchasers.* Each of the Issuers and the Guarantors, jointly and severally, agrees to indemnify and hold harmless each Initial Purchaser, its directors, officers and employees, and each person, if any, who controls any Initial Purchaser within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Initial Purchaser, director, officer, employee or controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Issuers), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Pricing Supplement, the Preliminary Offering Memorandum, any Company Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and to reimburse each Initial Purchaser and each such director, officer, employee or controlling person for any and all expenses (including the fees and disbursements of counsel chosen by Banc of America Securities LLC) as such expenses are reasonably incurred by such Initial Purchaser or such director, officer, employee or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged

omission made in reliance upon and in conformity with written information furnished to the Issuers by the Initial Purchasers expressly for use in the Pricing Supplement, the Preliminary Offering Memorandum, any Company Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto). The indemnity agreement set forth in this Section 8(a) shall be in addition to any liabilities that the Issuers may otherwise have.

(b) *Indemnification of the Issuers and the Guarantors.* Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless each Issuer, each Guarantor, each of their respective directors and each person, if any, who controls any Issuer or any Guarantor within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which any Issuer, any Guarantor or any such director or controlling person may become subject, under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Initial Purchaser), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Pricing Supplement, the Preliminary Offering Memorandum, any Company Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Pricing Supplement, the Preliminary Offering Memorandum, any Company Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Issuers by the Initial Purchasers expressly for use therein; and to reimburse any Issuer, any Guarantor and each such director or controlling person for any and all expenses (including the fees and disbursements of counsel) as such expenses are reasonably incurred by any Issuer, any Guarantor or such director or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. Each of the Issuers and the Guarantors hereby acknowledges that the only information that the Initial Purchasers have furnished to the Issuers expressly for use in the Pricing Supplement, the Preliminary Offering Memorandum, any Company Additional Written Communication or the Final Offering Memorandum (or any amendment or supplement thereto) are the statements set forth in the first sentence of the fourth paragraph under the caption “Plan of Distribution” and the four paragraphs under the subcaption “Short Positions” under the caption “Plan of Distribution” in the Preliminary Offering Memorandum and the Final Offering Memorandum. The indemnity agreement set forth in this Section 8(b) shall be in addition to any liabilities that each Initial Purchaser may otherwise have.

(c) *Notifications and Other Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party for contribution or otherwise under the indemnity agreement contained in this Section 8 except to the extent it has been materially prejudiced (through the

forfeiture of substantive rights and defenses) as a result of such failure and shall not relieve the indemnifying party from any liability that the indemnifying party may have to an indemnified party otherwise than under the provisions of this Section 8 and Section 9. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel), approved by the indemnifying party (Banc of America Securities LLC in the case of Sections 8(b) and 9 hereof), representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) *Settlements.* The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include any statements as to or any findings of fault, culpability or failure to act by or on behalf of any indemnified party.

SECTION 9. *Contribution.* If the indemnification provided for in Section 8 hereof is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such

indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuers and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuers and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Issuers and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Issuers, and the total discount received by the Initial Purchasers bear to the aggregate initial offering price of the Securities. The relative fault of the Issuers and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact or any such inaccurate or alleged inaccurate representation or warranty relates to information supplied by the Issuers and the Guarantors, on the one hand, or the Initial Purchasers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or inaccuracy.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8 hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 8 hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 9; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 8 hereof for purposes of indemnification.

The Issuers, the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 9.

Notwithstanding the provisions of this Section 9, no Initial Purchaser shall be required to contribute any amount in excess of the discount received by such Initial Purchaser in connection with the Securities distributed by it. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 9 are several, and not joint, in proportion to their respective commitments as set forth opposite their names in Schedule A. For purposes of this Section 9, each director, officer and employee of an Initial Purchaser and each person, if any, who controls an Initial Purchaser within the meaning of the Securities Act and the Exchange Act shall have the

same rights to contribution as such Initial Purchaser, and each director of the Issuers or any Guarantor, and each person, if any, who controls the Issuers or any Guarantor with the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Issuers and the Guarantors.

SECTION 10. *Termination of this Agreement.* Prior to the Closing Date, this Agreement may be terminated by the Representative by notice given to the Company if at any time: (i) trading or quotation in any of the Issuers' securities shall have been suspended or limited by the Commission or by the Nasdaq Stock Market; (ii) trading in securities generally on either the Nasdaq Stock Market or the NYSE shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such quotation system or stock exchange by the Commission or the FINRA; (iii) a general banking moratorium shall have been declared by any of federal, New York or Delaware authorities; (iv) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representative is material and adverse and makes it impracticable or inadvisable to proceed with the offering sale or delivery of the Securities in the manner and on the terms described in the Pricing Disclosure Package or to enforce contracts for the sale of securities; (v) in the judgment of the Representative there shall have occurred since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package, any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Crosstex Parties, taken as a whole, other than as disclosed in the Pricing Disclosure Package; or (vi) the Issuers shall have sustained a loss by strike, fire, flood, earthquake, accident or other calamity of such character as in the judgment of the Representative may interfere materially with the conduct of the business and operations of the Issuers regardless of whether or not such loss shall have been insured. Any termination pursuant to this Section 10 shall be without liability on the part of (i) the Issuers or any Guarantor to any Initial Purchaser, except that the Issuers and the Guarantors shall be obligated to reimburse the expenses of the Initial Purchasers in accordance with the terms of Section 6 hereof, (ii) any Initial Purchaser to the Issuers, or (iii) any party hereto to any other party except that the provisions of Sections 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 11. *Representations and Indemnities to Survive Delivery.* The respective indemnities, agreements, representations, warranties and other statements of the Crosstex Parties, their respective officers and the several Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Initial Purchaser, the Issuers, any Guarantor or any of their partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

SECTION 12. *Notices.* All communications hereunder shall be in writing and shall be mailed, hand delivered, couriered or facsimiled and confirmed to the parties hereto as follows:

If to the Initial Purchasers:

Banc of America Securities LLC
40 West 57th Street
New York, New York 10019
Facsimile: (212) 901-7897
Attention: Legal Department

with a copy to:

Vinson & Elkins L.L.P.
1001 Fannin Street
2500 First City Tower
Houston, Texas 72002
Facsimile: (713) 651-5861
Attention: David P. Oelman

If to Crosstex Party:

Crosstex Energy, L.P.
2501 Cedar Springs, Suite 2600
Dallas, Texas 75201
Facsimile: (214) 953-9501
Attention: General Counsel

with a copy to:

Baker Botts L.L.P.
2001 Ross Avenue
Dallas, Texas 75201-2980
Facsimile: (214) 661-4634
Attention: Douglass M. Rayburn

Any party hereto may change the address or facsimile number for receipt of communications by giving written notice to the others.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Initial Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Issuers, which information may include the name and address of their respective clients, as well as other information that will allow the Initial Purchasers to properly identify their respective clients.

SECTION 13. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Initial Purchasers pursuant to Section 16 hereof, and to the benefit of the indemnified parties referred to in Sections 8 and 9 hereof, and in each case their respective successors, and no other person will have any right or obligation hereunder.

The term "successors" shall not include any Subsequent Purchaser of other purchaser of the Securities as such from any of the Initial Purchasers merely by reason of such purchase.

SECTION 14. *Partial Unenforceability.* The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 15. *Governing Law Provisions.*

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

(b) *Consent to Jurisdiction.* Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding a "Related Judgment", as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum.

SECTION 16. *Default of One or More of the Several Initial Purchasers.* If any one or more of the several Initial Purchasers shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on the Closing Date, and the aggregate number of Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Securities to be purchased on such date, the other Initial Purchasers shall be obligated, severally, in the proportions that the number of Securities set forth opposite their respective names on Schedule A bears to the aggregate number of Securities set forth opposite the names of all such non-defaulting Initial Purchasers, or in such other proportions as may be specified by the Initial Purchasers with the consent of the non-defaulting Initial Purchasers, to purchase the Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on the Closing Date. If any one or more of the Initial Purchasers shall fail or refuse to purchase Securities and the aggregate number of Securities with respect to which such default occurs exceeds 10% of the aggregate number of Securities to be purchased on the Closing Date, and arrangements satisfactory to the Initial Purchasers and the Issuers for the purchase of such Securities are not

made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Sections 4, 6, 8 and 9 hereof shall at all times be effective and shall survive such termination. In any such case either the Initial Purchasers or the Issuers shall have the right to postpone the Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Final Offering Memorandum or any other documents or arrangements may be effected.

As used in this Agreement, the term "Initial Purchaser" shall be deemed to include any person substituted for a defaulting Initial Purchaser under this Section 16. Any action taken under this Section 16 shall not relieve any defaulting Initial Purchaser from liability in respect of any default of such Initial Purchaser under this Agreement.

SECTION 17. *No Advisory or Fiduciary Responsibility.* Each of the Issuers and the Guarantors acknowledges and agrees that: (i) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Issuers and the Guarantors, on the one hand, and the several Initial Purchasers, on the other hand, and the Issuers and the Guarantors are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Initial Purchaser is and has been acting solely as a principal and is not the agent or fiduciary of the Issuers, Guarantors or their respective affiliates, stockholders, creditors or employees or any other party; (iii) no Initial Purchaser has assumed or will assume an advisory or fiduciary responsibility in favor of the Issuers or Guarantors with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Initial Purchaser has advised or is currently advising the Issuers and the Guarantors on other matters) or any other obligation to the Issuers and the Guarantors except the obligations expressly set forth in this Agreement; (iv) the several Initial Purchasers and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Issuers and the Guarantors and that the several Initial Purchasers have no obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship; (v) the Initial Purchasers have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Issuers and the Guarantors have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate; and (y) it will not claim that the Initial Purchasers, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuers, in connection with the transactions contemplated hereby or the process leading thereto.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Issuers, the Guarantors and the several Initial Purchasers, or any of them, with respect to the subject matter hereof. The Issuers and the Guarantors hereby waive and release, to the fullest extent permitted by law, any claims that the Issuers and the Guarantors may have against the several Initial Purchasers with respect to any breach or alleged breach of fiduciary duty.

SECTION 18. *General Provisions.* This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous

oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

CROSSTEX ENERGY, L.P.

By: Crosstex Energy GP, L.P.,
its general partner

By: Crosstex Energy GP, LLC,
its general partner

By: /s/ William W. Davis
Name: William W. Davis
Title: Executive Vice President and
Chief Financial Officer

CROSSTEX ENERGY FINANCE CORPORATION

By: /s/ William W. Davis
Name: William W. Davis
Title: Executive Vice President and
Chief Financial Officer

Guarantors

CROSSTEX ENERGY SERVICES, L.P.

By: Crosstex Operating GP, LLC,
its general partner

By: /s/ William W. Davis
Name: William W. Davis
Title: Executive Vice President and
Chief Financial Officer

CROSSTEX OPERATING GP, LLC
CROSSTEX ENERGY SERVICES GP, LLC
CROSSTEX LIG LIQUIDS, LLC
CROSSTEX PROCESSING SERVICES, LLC
CROSSTEX PELICAN, LLC
CROSSTEX EUNICE, LLC

By: /s/ William W. Davis
Name: William W. Davis
Title: Executive Vice President and
Chief Financial Officer

CROSSTEX ACQUISITION MANAGEMENT, L.P.
CROSSTEX GULF COAST MARKETING LTD.
CROSSTEX CCNG PROCESSING LTD.
CROSSTEX NORTH TEXAS PIPELINE, L.P.
CROSSTEX NORTH TEXAS GATHERING, L.P.
CROSSTEX NGL MARKETING, L.P.
CROSSTEX NGL PIPELINE, L.P.

By: Crosstex Energy Services GP, LLC,
general partner of each above limited
partnership
By: /s/ William W. Davis
Name: William W. Davis
Title: Executive Vice President and
Chief Financial Officer

SABINE PASS PLANT FACILITY JOINT VENTURE

By: Crosstex Processing Services, LLC,
as general partner, and

By: Crosstex Pelican, LLC,
as general partner

By: /s/ William W. Davis
Name: William W. Davis
Title: Executive Vice President and
Chief Financial Officer

The foregoing Purchase Agreement is hereby confirmed and accepted by the Initial Purchasers as of the date first above written.

BANC OF AMERICA SECURITIES LLC
on behalf of itself and the other
Initial Purchasers

By: /s/ Lex Maultsby
Lex Maultsby
Managing Director

SCHEDULE A

Initial Purchasers	Aggregate Principal Amount of Securities to be Purchased
Banc of America Securities LLC	$ 253,750,000
BNP Paribas Securities Corp.	$ 79,750,000
RBC Capital Markets Corporation	$ 79,750,000
Wells Fargo Securities, LLC	$ 79,750,000
UBS Securities LLC	$ 65,250,000
Goldman, Sachs & Co.	$ 43,500,000
Morgan Stanley & Co. Incorporated	$ 43,500,000
Capital One Southcoast, Inc.	$ 29,000,000
BBVA Securities Inc.	$ 16,917,000
Comerica Securities, Inc.	$ 16,917,000
U.S. Bancorp Investments, Inc.	$ 16,916,000
Total	$ 725,000,000

SCHEDULE B-1

Guarantors

Crosstex Energy Services, L.P.
Crosstex Operating GP, LLC
Crosstex Energy Services GP, LLC
Crosstex LIG Liquids, LLC
Crosstex Eunice, LLC
Crosstex Processing Services, LLC
Crosstex Pelican, LLC
Crosstex Acquisition Management, L.P.
Crosstex Gulf Coast Marketing Ltd.
Crosstex CCNG Processing Ltd.
Crosstex North Texas Pipeline, L.P.
Crosstex North Texas Gathering, L.P.
Crosstex NGL Marketing, L.P.
Crosstex NGL Pipeline, L.P.
Sabine Pass Plant Facility Joint Venture

SCHEDULE B-2

Subsidiaries

Crosstex Energy Services, L.P.
Crosstex Operating GP, LLC
Crosstex Energy Services GP, LLC
Crosstex LIG Liquids, LLC
Crosstex Eunice, LLC
Crosstex Processing Services, LLC
Crosstex Pelican, LLC
Crosstex Acquisition Management, L.P.
Crosstex Gulf Coast Marketing Ltd.
Crosstex CCNG Processing Ltd.
Crosstex North Texas Pipeline, L.P.
Crosstex North Texas Gathering, L.P.
Crosstex NGL Marketing, L.P.
Crosstex NGL Pipeline, L.P.
Sabine Pass Plant Facility Joint Venture
Crosstex LIG, LLC
Crosstex Tuscaloosa, LLC

EXHIBIT A-1

Form of Opinions of Issuers' Counsel

(a) Crosstex Energy, L.P. (the "**Partnership**") has been duly formed and is validly existing in good standing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act (the "**Delaware LP Act**") with full partnership power and authority to own or lease its properties and to conduct its business in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum.

(b) Crosstex Energy GP, L.P., the general partner (the "**General Partner**") of the Partnership, has been duly formed and is validly existing in good standing as a limited partnership under the Delaware LP Act with full partnership power and authority to own or lease its properties, to conduct its business and to act as a general partner of the Partnership in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum.

(c) Crosstex Energy Finance Corporation ("**FinCo**") has been duly incorporated and is validly existing in good standing as a corporation under the Delaware General Corporation Law (the "**DGCL**") with full corporate power and authority to own or lease its properties and to conduct its business in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum.

(d) Each of (i) Crosstex Energy Services, L.P. (the "**Operating Company**"), (ii) Crosstex Operating GP, LLC (the "**Operating GP**"), (iii) Crosstex Energy Services GP, LLC, (iv) Crosstex Processing Services, LLC, (v) Crosstex Pelican, LLC, (vi) Crosstex Acquisition Management, L.P., (vii) Crosstex Gulf Coast Marketing Ltd., (viii) Crosstex CCNG Processing Ltd., (ix) Crosstex North Texas Pipeline, L.P., (x) Crosstex North Texas Gathering, L.P., (xi) Crosstex NGL Marketing, L.P. and (xii) Crosstex NGL Pipeline, L.P. (collectively, the "**Covered Guarantors**"), has been duly formed and is validly existing as a limited partnership, limited liability company or corporation, as the case may be, in good standing under the laws of its jurisdiction of formation with all limited partnership, limited liability company or corporate, as the case may be, power and authority necessary to own or lease its properties and to conduct its business, in each case in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum. Each of the Issuers and the Covered Guarantors is duly registered or qualified to do business and is in good standing as a foreign limited liability company, limited partnership or corporation, as the case may be, in each jurisdiction set forth under its name on an exhibit to such opinion.

(e) The General Partner is the sole general partner of the Partnership with a 2% general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns its general partner interest free and clear of all liens, encumbrances (except restrictions on transferability contained in Section 4.6 of the Partnership Agreement or as described in the Pricing Disclosure Package and the Final Offering Memorandum), security interests, equities, charges or

claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the General Partner as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act.

(f) The Operating GP is the sole general partner of the Operating Company with a .001% general partner interest in the Operating Company; such general partner interest has been duly authorized and validly issued in accordance with the Operating Company Agreement; the Operating GP owns such general partner interest free and clear of all liens, encumbrances (except restrictions on transferability contained in Article IV of the Operating Company Agreement or as described in the Pricing Disclosure Package and the Final Offering Memorandum), security interests equities, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Operating GP as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act and other than those arising under the Credit Agreement; the Partnership is the sole limited partner of the Operating Company with a 99.999% limited partner interest in the Operating Company; such limited partner interest has been duly authorized and validly issued in accordance with the Operating Company Agreement and will be fully paid (to the extent required under the Operating Company Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and the Partnership owns such limited partner interest free and clear of all liens, encumbrances (except restrictions on transferability contained in Article IV of the Operating Company Agreement or as described in the Pricing Disclosure Package or the Final Offering Memorandum), security interests, equities, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership as a debtor is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act and other than those arising under the Credit Agreement.

(g) The Partnership owns of record 100% of the issued and outstanding membership interests in the Operating GP; such membership interests have been duly authorized and validly issued in accordance with the Operating GP LLC Agreement and are fully paid (to the extent required under the Operating GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Partnership owns such membership interests free and clear of all liens, encumbrances (except restrictions on transferability as described in the Pricing Disclosure Package and the Final Offering Memorandum or as otherwise contained in the Operating GP LLC Agreement), security interests, equities, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership is on file in the office of the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LLC Act and other than those arising under the Credit Agreement.

(h) The Operating Company directly or indirectly owns of record all of the issued and outstanding partnership interests or membership interests in each Covered Guarantor (other than the Operating GP and the Operating Company); such outstanding partnership interests or membership interests, as the case may be, of each Covered Guarantor (other than the Operating GP and the Operating Company) have been duly authorized and validly issued in accordance with the applicable limited partnership agreement or limited liability company agreement of such Covered Guarantor, and are fully paid (to the extent required under the applicable limited partnership agreement or limited liability company agreement of each such Covered Guarantor) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act, Sections 18-607 and 18-804 of the Delaware LLC Act or Sections 101.206, 153.102, 153.202 and 153.210 of the Texas Business Organizations Code (the "**TBOC**"), as applicable); and the Operating Company owns such partnership interests and membership interests free and clear of all liens, encumbrances (except restrictions on transferability as described in the Pricing Disclosure Package and the Final Offering Memorandum or as otherwise contained in the applicable limited partnership agreement or limited liability company agreement of each such Covered Guarantor), security interests, equities, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware or Texas, as applicable, naming the Operating Company or Crosstex Energy Services GP, LLC, as applicable, as a debtor is on file in the office of the Secretary of State of the State of Delaware or Texas, as applicable, or (ii) otherwise known to such counsel, without independent investigation, other than those created by or arising under the Delaware LP Act, the Delaware LLC Act or the TBOC, as applicable, and other than those arising under the Credit Agreement.

(i) The Purchase Agreement has been duly and validly authorized, executed and delivered by each of the Issuers, the Covered Guarantors and Sabine Pass Plant Facility Joint Venture (together with the Covered Guarantors, the "**Delaware-Texas Guarantors**", and the Delaware-Texas Guarantors together with the Issuers, the "**Delaware-Texas Crosstex Parties**").

(j) The Registration Rights Agreement has been duly authorized, executed and delivered by each of the Delaware-Texas Crosstex Parties, and (assuming the due authorization, execution and delivery thereof by Crosstex LIG Liquids, LLC and Crosstex Eunice, LLC (collectively, the "**Louisiana Guarantors**") and the Initial Purchasers) is a valid and legally binding agreement of each of the Issuers and Guarantors, enforceable against each of them in accordance with its terms; *provided* that the enforceability thereof is subject to (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting the rights and remedies of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(k) The Indenture has been duly authorized, executed and delivered by each of the Delaware-Texas Crosstex Parties, and (assuming the due authorization, execution and delivery thereof by the Louisiana Guarantors and the Trustee) is a valid and legally binding agreement of each of the Issuers and Guarantors, enforceable against each of them in accordance with its

terms; *provided* that the enforceability thereof is subject to (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting the rights and remedies of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(l) The Notes and the Guarantees have been duly authorized by each of the Issuers and the Delaware-Texas Guarantors, respectively, the Notes are substantially in the form contemplated by the Indenture and have been validly executed by each of the Issuers, and, when duly authenticated by the Trustee in the manner provided for in the Indenture and delivered to and paid for by the Initial Purchasers under the Purchase Agreement and assuming the due authorization of the Guarantees by the Louisiana Guarantors and assuming the due authorization, execution and delivery of the Indenture by the Louisiana Guarantors, will constitute valid and binding obligations of the Issuers and the Guarantors, respectively, enforceable against them in accordance with their respective terms, except as enforcement thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting the rights and remedies of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(m) The Exchange Securities have been duly authorized by the Issuers and the Delaware-Texas Guarantors, respectively, and, when the Exchange Securities have been validly issued and duly authenticated in accordance with the terms of the Indenture, the Registration Rights Agreement and the Exchange Offer and assuming the due authorization of the guarantees related to the Exchange Securities by the Louisiana Guarantors, the Exchange Securities will have been validly executed and will constitute valid and binding obligations of the Issuers and the Guarantors, respectively, enforceable against them in accordance with their respective terms, except as enforcement thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting the rights and remedies of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(n) The statements set forth or incorporated by reference in each of the Preliminary Offering Memorandum and the Final Offering Memorandum (i) under the captions "The Offering" and "Description of Notes," insofar as they purport to constitute summaries of the terms of the Securities, are accurate in all material respects, (ii) under the captions "United States Federal Income and Estate Tax Considerations," "Business – Regulation" and "Business – Environmental Matters," insofar as they purport to constitute summaries of statutes, legal, governmental and regulatory proceedings, fairly summarize the matters described therein in all material re-

spects and (iii) under the caption "Description of New Credit Facility," insofar as they purport to constitute summaries of contracts and other documents, are accurate in all material respects.

(o) No consent, approval, authorization or order of, or filing or registration with, any court or governmental agency or body having jurisdiction over any of the Delaware-Texas Crosstex Parties or any of their respective properties is required in connection with the offering, issuance and sale of the Securities by the Delaware-Texas Crosstex Parties in the manner contemplated by the Purchase Agreement or in the Final Offering Memorandum, the execution, delivery and performance of this Agreement, the Indenture and the Registration Rights Agreement by the Delaware-Texas Crosstex Parties and the consummation by the Delaware-Texas Crosstex Parties of the transactions contemplated hereby and thereby, except (i) with respect to the purchase and resale of the Securities by the Initial Purchasers, under applicable states securities or "Blue Sky" laws, as to which such counsel need express no opinion, (ii) with respect to the Exchange Securities, as may be required under the Securities Act and applicable state securities or "Blue Sky" laws as contemplated by the Registration Rights Agreement, as to which such counsel need express no opinion, (iii) with respect to the Trustee and the Indenture in respect of the Exchange Securities, as may be required under the Trust Indenture Act, as to which such counsel need express no opinion, (iv) for such consents that have been obtained or made, (v) for such consents that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Change or (vi) as disclosed in the Pricing Disclosure Package and the Final Offering Memorandum.

(p) None of the offering, issuance and sale of the Securities by the Issuers and the Delaware-Texas Guarantors, respectively, the execution, delivery and performance of the Securities, the Exchange Securities, the Indenture, the Registration Rights Agreement or the Purchase Agreement by the Delaware-Texas Crosstex Parties or the consummation of the transactions contemplated hereby or thereby (i) constitutes or will constitute a violation of the agreement of limited partnership, limited liability company agreement or other organizational documents of any of the Delaware-Texas Crosstex Parties, (ii) constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or both, would constitute such a default) under any agreement filed or incorporated by reference as an exhibit to the Partnership's annual report on Form 10-K for the year ended December 31, 2008, quarterly reports on Form 10-Q for the quarters ended March 31, 2009, June 30, 2009 or September 30, 2009, or any applicable current report on Form 8-K filed with the Commission since the date of filing of the most recent Form 10-K (the "**Filed Agreements**") (other than liens created under the Credit Agreement), (iii) violates or will violate the Delaware LP Act, the Delaware LLC Act, the DGCL, the laws of the State of Texas or the federal laws of the United States of America, provided that such counsel need express no opinion in this paragraph (p) as to federal or state securities or anti-fraud laws or (iv) to our knowledge, results or will result in the creation or imposition of any lien, charge or encumbrance on any property or assets of the Delaware-Texas Crosstex Parties pursuant to the Filed Agreements (other than liens created under the Credit Agreement), which breaches, violations or defaults, in the case of clauses (ii) or (iii), would, individually or in the aggregate, have a Material Adverse Change.

(q) None of the Delaware-Texas Crosstex Parties is an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(r) Assuming the accuracy of the representations and warranties and compliance with the agreements of the Crosstex Parties and the Initial Purchasers contained in the Purchase Agreement and assuming the Securities are issued and sold under the circumstances contemplated by the Purchase Agreement and the Final Offering Memorandum, no registration of the Securities under the Securities Act, and no qualification of an indenture under the Trust Indenture Act, are required for the offer and sale by the Initial Purchasers of the Securities in the manner contemplated by this Agreement.

In addition, such counsel shall state that they have participated in conferences with officers and other representatives of the Issuers, representatives of the independent registered public accounting firm of the Partnership and representatives of the Initial Purchasers, at which the contents of the Preliminary Offering Memorandum, the Pricing Supplement, the Final Offering Memorandum and related matters were discussed. The purpose of such counsel's professional engagement was not to establish or confirm factual matters set forth in the Preliminary Offering Memorandum, the Pricing Supplement and the Final Offering Memorandum, and such counsel has not undertaken to verify independently any of the factual matters in such documents. Moreover, many of the determinations required to be made in the preparation of the Final Offering Memorandum involve matters of a non-legal nature. Accordingly, such counsel shall not pass upon and shall not assume responsibility for the accuracy, completeness or fairness of the statements contained in, the Preliminary Offering Memorandum, the Pricing Supplement and the Final Offering Memorandum (except as and to the extent stated in paragraph (n) above). Subject to the foregoing and on the basis of the information such counsel gained in the course of performing services referred to above, such counsel shall advise the Initial Purchasers that no facts have come to such counsel's attention that lead such counsel to believe that:

(a) the Preliminary Offering Memorandum, together with the Pricing Supplement, as of the Time of Sale, included an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(b) the Final Offering Memorandum, as of its date and as of the Closing Date, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

it being understood that such counsel need express no statement or belief in such letter with respect to (i) the financial statements and related schedules, including the notes and schedules thereto and the auditor's report thereon, included or incorporated by reference therein, (ii) any other financial or accounting information or data contained or incorporated by reference therein or (iii) the representations and warranties and other statements of fact included in the exhibits to any document incorporated by reference therein.

In rendering such opinion, such counsel may (i) rely in respect of matters of fact on certificates of officers and employees of the Delaware-Texas Crosstex Parties and upon information obtained from public officials, (ii) assume that all documents submitted to them as originals are authentic, that all copies submitted to them conform to the originals thereof, and that the signatures on all documents examined by them are genuine, (iii) state that their opinion is limited to matters of federal law, the Delaware LLC Act, the Delaware LP Act, the DGCL, the laws of the State of New York and the laws of the State of Texas, (iv) with respect to the opinions expressed in paragraph (d) above as to the due qualification or registration as a foreign corporation, limited liability company or limited partnership, as the case may be, of each of the Issuers and the Covered Guarantors, state that such opinions are based upon certificates of foreign qualification or registration provided by the Secretary of State of the states listed on an exhibit to such opinion, (v) state that they express no opinion with respect to state or local taxes or tax statutes to which any of the partners of the Partnership or any of the Crosstex Parties may be subject and (vi) state that with respect to the opinions expressed in paragraph (o), such counsel does not intend to express any opinions as to the matters addressed in paragraph (r).

EXHIBIT A-2

Form of Opinions of Issuers' Local Louisiana Counsel

(a) Each of (i) Crosstex LIG Liquids, LLC and (ii) Crosstex Eunice, LLC (collectively, the "**Louisiana Guarantors**") has been duly formed and is validly existing as a limited liability company in good standing under the laws of its jurisdiction of formation with all limited liability company power and authority necessary to own or lease its properties and to conduct its business, in each case in all material respects as described in the Pricing Disclosure Package and the Final Offering Memorandum. Each of the Louisiana Guarantors is duly registered or qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction set forth under its name on an exhibit to such opinion.

(b) Crosstex Energy Services, LP (the "**Operating Company**") directly or indirectly owns of record all of the issued and outstanding membership interests in each Louisiana Guarantor; such outstanding membership interests have been duly authorized and validly issued in accordance with the applicable limited liability company agreement of such Louisiana Guarantor, and are fully paid (to the extent required under the applicable limited liability company agreement of each Louisiana Guarantor) and nonassessable (except as such nonassessability may be affected by [Sections of applicable Louisiana law]).

(c) Each of the Purchase Agreement, the Registration Rights Agreement and the Indenture has been duly and validly authorized, executed and delivered by each of the Louisiana Guarantors.

(d) The Guarantees have been duly authorized by the Louisiana Guarantors.

(e) The guarantees relating to the Exchange Securities have been duly authorized by the Louisiana Guarantors.

(f) No consent, approval, authorization or order of, or filing or registration with, any court or governmental agency or body of the State of Louisiana is required in connection with the offering, issuance and sale of the Guarantees by the Louisiana Guarantors in the manner contemplated by the Purchase Agreement or in the Final Offering Memorandum, the execution, delivery and performance of this Agreement, the Indenture and the Registration Rights Agreement by the Louisiana Guarantors and the consummation by the Louisiana Guarantors of the transactions contemplated hereby and thereby, except (i) with respect to the purchase and resale of the Securities by the Initial Purchasers or with respect to the Exchange Securities, under applicable states securities or "Blue Sky" laws, as to which such counsel expresses no opinion, (ii) for such consents that have been obtained or made or (iii) for such consents that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Change.

(g) None of the offering, issuance and sale of the Guarantees by the Louisiana Guarantors, the execution, delivery and performance of the Guarantees, the guarantees related to the Exchange Securities, the Indenture, the Registration Rights Agreement or the Purchase Agree-

ment by the Louisiana Guarantors or the consummation of the transactions contemplated hereby or thereby (i) constitutes or will constitute a violation of the limited liability company agreement of any of the Louisiana Guarantors or (ii) violates or will violate the Louisiana Limited Liability Company Law, provided that such counsel expresses no opinion as to federal or state securities or anti-fraud laws, which breaches, violations or defaults, in the case of clause (ii), would, individually or in the aggregate, have a Material Adverse Change

In rendering such opinion, such counsel has (i) relied in respect of matters of fact on certificates of officers and employees of the Louisiana Guarantors and upon information obtained from public officials, (ii) assumed that all documents submitted to them as originals are authentic, that all copies submitted to them conform to the originals thereof, and that the signatures on all documents examined by them are genuine, (iii) stated that their opinion is limited to matters of the laws of the State of Louisiana, (iv) with respect to the opinions expressed in paragraph (a) above as to the due qualification or registration as a foreign limited liability company of the Louisiana Guarantors, state that such opinions are based upon certificates of foreign qualification or registration provided by the Secretary of State of the states listed on an exhibit to such opinion and (v) state that they express no opinion with respect to federal, state or local taxes or tax statutes to which any of the Louisiana Guarantors or any members of the Louisiana Guarantors may be subject.

ANNEX I

Resale Pursuant to Regulation S or Rule 144A. Each Initial Purchaser understands that:

Such Initial Purchaser agrees that it has not offered or sold and will not offer or sell the Securities in the United States or to, or for the benefit or account of, a U.S. Person (other than a distributor), in each case, as defined in Rule 902 of Regulation S (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering of the Securities pursuant hereto and the Closing Date, other than in accordance with Regulation S or another exemption from the registration requirements of the Securities Act. Such Initial Purchaser agrees that, during such 40-day restricted period, it will not cause any advertisement with respect to the Securities (including any "**tombstone**" advertisement) to be published in any newspaper or periodical or posted in any public place and will not issue any circular relating to the Securities, except such advertisements as permitted by and include the statements required by Regulation S.

Such Initial Purchaser agrees that, at or prior to confirmation of a sale of Securities by it to any distributor, dealer or person receiving a selling concession, fee or other remuneration during the 40-day restricted period referred to in Rule 903 of Regulation S, it will send to such distributor, dealer or person receiving a selling concession, fee or other remuneration a confirmation or notice to substantially the following effect:

> "The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of your distribution at any time or (ii) otherwise until 40 days after the later of the date the Securities were first offered to persons other than distributors in reliance on Regulation S and the Closing Date, except in either case in accordance with Regulation S under the Securities Act (or in accordance with Rule 144A under the Securities Act or to accredited investors in transactions that are exempt from the registration requirements of the Securities Act), and in connection with any subsequent sale by you of the Securities covered hereby in reliance on Regulation S under the Securities Act during the period referred to above to any distributor, dealer or person receiving a selling concession, fee or other remuneration, you must deliver a notice to substantially the foregoing effect. Terms used above have the meanings assigned to them in Regulation S under the Securities Act."

Such Initial Purchaser agrees that the Securities offered and sold in reliance on Regulation S will be represented upon issuance by a global security that may not be exchanged for definitive securities until the expiration of the 40-day restricted period referred to in Rule 903 of Regulation S and only upon certification of beneficial ownership of such Securities by non-U.S. persons or U.S. persons who purchased such Securities in transactions that were exempt from the registration requirements of the Securities Act.

Exhibit 99.1

FOR IMMEDIATE RELEASE
FEBRUARY 3, 2010

Contact: Jill McMillan, Director, Public & Industry Affairs
Phone: (214) 721-9271
Jill.McMillan@CrosstexEnergy.com

CROSSTEX ENERGY, L.P. ANNOUNCES PRICING OF $725 MILLION PRIVATE PLACEMENT OF SENIOR NOTES DUE 2018

DALLAS, February 3, 2010 — The Crosstex Energy companies, Crosstex Energy, L.P. (NASDAQ: XTEX) (the Partnership) and Crosstex Energy, Inc. (NASDAQ: XTXI) (the Corporation), announced today that the Partnership and its subsidiary, Crosstex Energy Finance Corporation, priced the offering of $725 million in aggregate principal amount of 8.875% senior unsecured notes due 2018 at an issue price to yield 9.250 percent to maturity. The offering is expected to close on February 10, 2010. The Partnership intends to use the net proceeds of this offering, together with borrowings under its proposed new senior secured credit facility, to repay in full amounts outstanding under the Partnership's existing credit facility and senior secured notes and to pay related fees, costs and expenses, including the settlement of interest rate swaps associated with the existing credit facility.

The offered securities have not been registered under the Securities Act of 1933, as amended, (the "Securities Act"), or any state securities laws, and unless so registered, the securities may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The Partnership plans to offer and issue the notes only to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to persons outside the United States pursuant to Regulation S.

This press release is being issued pursuant to Rule 135c under the Securities Act, and is neither an offer to sell nor a solicitation of an offer to buy the notes or any other securities and shall not constitute an offer to sell or a solicitation of an offer to buy, or a sale of, the notes or any other securities in any jurisdiction in which such offer, solicitation or sale is unlawful.

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About the Crosstex Energy Companies

Crosstex Energy, L.P., a midstream natural gas company headquartered in Dallas, operates approximately 3,300 miles of pipeline, nine processing plants and three fractionators. The Partnership currently provides services for 3.2 billion cubic feet of natural gas per day, or approximately six percent of marketed U.S. daily production.

Crosstex Energy, Inc. owns the two percent general partner interest, a 25 percent limited partner interest and the incentive distribution rights of Crosstex Energy, L.P.

This press release contains forward-looking statements within the meaning of the federal securities laws. These statements are based on certain assumptions made by the Partnership and the Corporation based upon management's experience and perception of historical trends, current conditions, expected future developments and other factors the Partnership and the Corporation believe are appropriate in the circumstances. These statements include, but are not limited to, statements with respect to the Partnership's private placement of senior notes. Such statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control of the Partnership and the Corporation, which may cause the Partnership's and the Corporation's actual results to differ materially from those implied or expressed by the forward looking statements. These risks include, but are not limited to, risks discussed in the Partnership's and the Corporation's filings with the Securities and Exchange Commission. The Partnership and the Corporation have no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

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