

---

---

**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): **August 30, 2012**

**CROSSTEX ENERGY, L.P.**

(Exact name of registrant as specified in its charter)

**DELAWARE**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**000-50067**  
(Commission File  
Number)

**16-1616605**  
(I.R.S. Employer Identification No.)

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

**75201**  
(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 *see* General Instruction A.2. below:

- 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.**

On August 30, 2012, Crosstex Energy, L.P. (the "Partnership") entered into a Sixth Amendment to Amended and Restated Credit Agreement (the "Credit Agreement Amendment"), which amended that certain Amended and Restated Credit Agreement, dated as of February 10, 2010 (the "Credit Agreement"), by and among the Partnership, Bank of America, N.A., as Administrative Agent and L/C Issuer, and the other lenders party thereto, as amended by First Amendment to Amended and Restated Credit Agreement, dated as of May 2, 2011 (the "First Amendment"), Second Amendment to Amended and Restated Credit Agreement, dated as of July 11, 2011 (the "Second Amendment"), Third Amendment to Amended and Restated Credit Agreement, dated as of January 24, 2012 (the "Third Amendment"), Fourth Amendment to Amended and Restated Credit Facility, dated as of May 23, 2012 (the "Fourth Amendment"), and Fifth Amendment to Amended and Restated Credit Agreement, dated as of August 3, 2012 (the "Fifth Amendment," and, together with the Credit Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Credit Agreement Amendment, the "Amended Credit Agreement"). A copy of the Credit Agreement Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K (this "Current Report").

The Credit Agreement Amendment amends the Credit Agreement to permit the Partnership to include projected EBITDA from material projects (as defined in the Credit Agreement Amendment, but generally being the construction or expansion of any capital project by the Partnership or any of its subsidiaries that is expected to cost more than \$20.0 million and the Partnership's "Riverside Phase II" project) in its EBITDA for purposes of calculating compliance with the Amended Credit Agreement's minimum interest coverage ratio, maximum leverage ratio and maximum senior leverage ratio. The amount of projected EBITDA from material projects that is included in such financial covenant calculations is subject to the Administrative Agent's approval, and it will be based on contracts related to the material project, expected expenses, the completion percentage of the material project, the expected commercial operation date of the material project, and other factors deemed appropriate by the Administrative Agent, all as more fully set forth in the Credit Agreement Amendment.

Upon the closing of the Credit Agreement Amendment, the Partnership had approximately \$62.5 million of outstanding borrowings and \$62.4 million of outstanding letters of credit under the Amended Credit Agreement, leaving the Partnership with approximately \$510.1 million available capacity for additional borrowings and letters of credit under the Amended Credit Agreement.

The description set forth above is qualified in its entirety by (i) the Credit Agreement, which is filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K filed on February 16, 2010, (ii) the First Amendment, which is filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K filed on May 3, 2011, (iii) the Second Amendment, which is filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K filed on July 12, 2011, (iv) the Third Amendment, which is filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K filed on January 25, 2012, (v) the Fourth Amendment, which is filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K filed on May 24, 2012, (vi) the Fifth Amendment, which is filed as Exhibit 10.3 to the Partnership's Quarterly Report on Form 10-Q and (vii) the

Credit Agreement Amendment, which is filed as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

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

The information provided in Item 1.01 of this Current Report is incorporated herein by reference.

**Item 8.01. Other Events.**

On August 31, 2012, the Partnership issued a press release (the "Press Release") providing an update on the impact of the slurry located in Louisiana. A copy of the Press Release is filed as Exhibit 99.1 to this Current Report and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	— Sixth Amendment to Amended and Restated Credit Agreement dated as of August 30, 2012, by and among Crosstex Energy, L.P., Bank of America, N.A., as Administrative Agent and L/C Issuer, and the other lenders party thereto.
99.1	— Press Release dated August 31, 2012.

3

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Partnership 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, LLC, its General Partner

Date: August 31, 2012

By: /s/ Michael J. Garberding  
Michael J. Garberding  
Senior Vice President and  
Chief Financial Officer

4

**INDEX TO EXHIBITS**

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	— Sixth Amendment to Amended and Restated Credit Agreement dated as of August 30, 2012, by and among Crosstex Energy, L.P., Bank of America, N.A., as Administrative Agent and L/C Issuer, and the other lenders party thereto.
99.1	— Press Release dated August 31, 2012.

5

**SIXTH AMENDMENT TO AMENDED AND  
RESTATED CREDIT AGREEMENT**

THIS SIXTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is entered into as of August 30, 2012 by and among each of the persons listed on the signature pages hereto as lenders (the "Lenders"), Crosstex Energy, L.P., a Delaware limited partnership (the "Borrower"), and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") and L/C Issuer.

ARTICLE I

BACKGROUND

A. The Lenders, the Administrative Agent, the L/C Issuer and the Borrower are parties to that certain Amended and Restated Credit Agreement dated as of February 10, 2010 (as amended, supplemented or restated, the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein have the same meanings when used herein.

B. The Borrower has requested, and the Lenders have agreed to amend the Credit Agreement as provided for herein and on the terms and conditions set forth herein.

ARTICLE II

AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Amendments to the Credit Agreement. The Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is amended to add the following definition in alphabetical order:

"Material Project EBITDA Adjustments" means, with respect to (a) the Borrower's "Riverside Phase II" project and (b) the construction or expansion of any other capital project of the Borrower or any of its Subsidiaries, the aggregate capital cost of which (inclusive of capital costs expended prior to the acquisition thereof) is reasonably expected by Borrower to exceed, or exceeds, \$20,000,000 (each a "Material Project");

(A) on any date prior to the date on which a Material Project has achieved commercial operation (the "Commercial Operation Date") (but including the fiscal quarter in which such Commercial Operation Date occurs), a percentage (based on the then-current completion percentage of

1

such Material Project) of an amount to be approved by Administrative Agent as the projected Consolidated EBITDA attributable to such Material Project for the first 12-month period following the scheduled Commercial Operation Date of such Material Project, such amount to be determined based on (i) contracts related to such Material Project, less expenses related thereto, and (ii) other factors reasonably deemed appropriate by Administrative Agent, which amount may, at Borrower's option, be added to actual Consolidated EBITDA for the fiscal quarter in which construction or expansion of such Material Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Material Project (including the fiscal quarter in which such Commercial Operation Date occurs, but net of any actual Consolidated EBITDA attributable to such Material Project following such Commercial Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date, then the foregoing amount of Material Project EBITDA Adjustments shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after its Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the period of actual delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days but not more than 270 days, 50%, (iv) longer than 270 days but not more than 365 days, 75%, and (v) longer than 365 days, 100%; and

(B) beginning with the first full fiscal quarter following the Commercial Operation Date of a Material Project and for the two immediately succeeding fiscal quarters, an amount equal to the projected Consolidated EBITDA attributable to such Material Project (determined in the same manner as set forth in clause (A) above) for the balance of the four full fiscal quarter period following such Commercial Operation Date, which may, at Borrower's option, be added to actual Consolidated EBITDA for such fiscal quarters (but net of any actual Consolidated EBITDA of the Borrower attributable to such Material Project following such Commercial Operation Date);

Provided however, that notwithstanding the foregoing, (I) no such additions shall be allowed with respect to any Material Project unless: (y) not later than 30 days (or such shorter period approved by the Administrative Agent in its sole discretion) prior to the delivery of any Compliance Certificate required by the terms and provisions of Section 6.02(a), to the extent Material Project EBITDA Adjustments will be made to Consolidated EBITDA in determining compliance with Section 7.11, the Borrower shall have delivered to the Administrative Agent written pro forma projections of Consolidated EBITDA of the Borrower attributable to such Material Project, and (z) prior to the date such Compliance Certificate is required to be delivered, the Administrative Agent shall have

2

approved (such approval not to be unreasonably withheld, conditioned or delayed) such projections and shall have received current estimates as to Material Project completion percentage, the expected Commercial Operation Date, any known material delays with respect thereto, and such other information and documentation as the Administrative Agent may reasonably request, all in form and substance reasonably satisfactory to the Administrative Agent; and (II) the aggregate amount of all Material Project EBITDA Adjustments during any period shall be limited to 15% of the total actual Consolidated EBITDA for such period (which total actual Consolidated EBITDA shall be determined without including any Material Project EBITDA Adjustments).

(b) Section 7.11(a) is amended to insert the following language immediately before the period at the end of such paragraph:

; provided that for purposes of this Section 7.11(a), Consolidated EBITDA may include, at Borrower's option, any Material Project EBITDA Adjustments

(c) Section 7.11(b) is amended to insert the following language immediately before the period at the end of such paragraph:

; provided that for purposes of this Section 7.11(b), Consolidated EBITDA may include, at Borrower's option, any Material Project EBITDA Adjustments

(d) Section 7.11(c) is amended to insert the following language immediately before the period at the end of such paragraph:

; provided that for purposes of this Section 7.11(c), Consolidated EBITDA may include, at Borrower's option, any Material Project EBITDA Adjustments

Section 2. Conditions Precedent. This Amendment shall become effective as of the date first set forth above upon the satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received each of the following:

- (1) this Amendment, duly executed by the Borrower, the Required Lenders, and the Administrative Agent;
- (2) the acknowledgment attached to this Amendment, duly executed by each Guarantor;
- (3) payment or evidence of payment of all reasonable fees and expenses owed by the Borrower to the Administrative Agent including, without limitation, the reasonable fees and expenses of Bracewell & Giuliani LLP, counsel to the Administrative Agent; and

3

(4) such other documents, instruments and certificates as reasonably requested by the Administrative Agent and the Lenders.

(b) The representations and warranties set forth in Section 3 of this Amendment shall be true and correct on and as of the date hereof.

Section 3. Representations and Warranties.

(a) The Borrower represents and warrants to the Lenders and the Administrative Agent as set forth below:

(1) The Borrower (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, and (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Amendment.

(2) The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of the Borrower's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than Liens created under the Loan Documents), or require any payment to be made (other than payments required under any Loan Document) under (i) any Contractual Obligation to which the Borrower is a party or affecting the Borrower or its properties or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or its property is subject; or (c) violate any Law; except in each case referred to in clause (b), to the extent that such conflict, breach, contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(3) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Borrower of this Amendment, except for such approvals, consents, exemptions, authorizations, other actions, notices and filings as have been obtained, taken, given or made and are in full force and effect and with which the Borrower and its Subsidiaries are in compliance in all material respects or which the failure to have would not result in a Material Adverse Effect.

(4) This Amendment has been duly executed and delivered by the Borrower and acknowledged by each Guarantor. This Amendment constitutes the legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally or by general principles of equity (regardless

4

of whether such enforceability is considered in any proceeding in law or in equity).

(5) The execution, delivery and performance of this Amendment do not adversely affect the enforceability of any Lien of the Collateral Documents.

(6) Except as disclosed in Schedule 5.06 to the Credit Agreement, there is no pending or, to the knowledge of the Borrower, threatened action or proceeding affecting the Borrower or any Subsidiary before any Governmental Authority, referee or arbitrator that could reasonably be expected to have a Material Adverse Effect.

(7) The representations and warranties made by the Borrower and the Guarantors contained in Article V of the Credit Agreement and in each of the other Loan Documents are true and correct in all material respects on and as of the date hereof, as though made on and as of such date, other than any such representations or warranties that, by their terms, refer to a specific date, in which case such representation or warranties are true and correct in all material respects as of such earlier specific date.

(8) No event has occurred and is continuing, or would result from the effectiveness of this Amendment, which constitutes a Default.

(9) As of June 30, 2012, the Borrower has no (a) Material Subsidiaries other than those listed on Schedule 3(a) and (b) non-Material Subsidiaries other than those listed on Schedule 3(b).

Section 4. Reference to and Effect on the Credit Agreement.

(a) On and after the effective date of this Amendment each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Credit Agreement as amended by this Amendment, and each reference in the other Loan Documents to "the Credit Agreement," "thereunder," "thereof," "therein" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(b) Except as specifically amended above, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all obligations stated to be secured thereby under the Loan Documents.

(c) Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under any of the Loan Documents or constitute a waiver of any provision of any of the Loan Documents.

Section 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or other electronic imaging means shall be effective as delivery of an originally executed counterpart of this Amendment.

Section 6. Governing Law; Binding Effect. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, and shall be binding upon the Borrower, the Administrative Agent, the L/C Issuer, each Lender and their respective successors and assigns.

Section 7. Costs and Expenses. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, including the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities hereunder and thereunder.

THIS WRITTEN AMENDMENT AND THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of this page blank; signature pages follow]

Executed as of the date first set forth above.

**CROSSTEX ENERGY, L.P.**

By: Crosstex Energy GP, LLC,  
its general partner

By: /s/ Michael J. Garberding  
Name: Michael J. Garberding  
Title: Senior Vice President and Chief  
Financial Officer

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

Each of the undersigned, as guarantors under the Amended and Restated Guaranty dated as of February 10, 2010 (as supplemented to date, the "Guaranty"), and as debtors, mortgagors, and/or grantors under the Collateral Documents, hereby (a) consents to this Amendment, and (b) confirms and agrees that the Guaranty and each of the Collateral Documents to which it is a party is and shall continue to be in full force and effect and is ratified and confirmed in all respects, except that, on and after the effective date of the Amendment each reference in the Guaranty and the other Collateral Documents to "the Credit Agreement," "thereunder," "thereof," "therein" or any other expression of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as modified by this Amendment.

ADDRESS FOR ALL  
UNDERSIGNED:  
  
2501 Cedar Springs  
Suite 100  
Dallas, Texas 75201  
Attention: General Counsel

**CROSSTEX ENERGY SERVICES, L.P.**

By: Crosstex Operating GP, LLC,  
its general partner

By: /s/ Michael J. Garberding  
Name: Michael J. Garberding  
Title: Senior Vice President and  
Chief Financial Officer

**CROSSTEX OPERATING GP, LLC  
CROSSTEX ORV HOLDINGS, INC.  
CROSSTEX ENERGY SERVICES GP, LLC  
CROSSTEX LIG, LLC  
CROSSTEX TUSCALOOSA, LLC  
CROSSTEX LIG LIQUIDS, LLC  
CROSSTEX PROCESSING SERVICES, LLC  
CROSSTEX PELICAN, LLC  
CROSSTEX PERMIAN, LLC  
CROSSTEX PERMIAN II, LLC**

By: /s/ Michael J. Garberding  
Name: Michael J. Garberding  
Title: Senior Vice President and  
Chief Financial Officer

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**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/ Michael J. Garberding  
Name: Michael J. Garberding  
Title: Senior 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/ Michael J. Garberding  
Name: Michael J. Garberding  
Title: Senior Vice President and  
Chief Financial Officer

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**BANK OF AMERICA, N.A.,**  
as Administrative Agent,  
a Lender and L/C Issuer

By: /s/ Jeffrey H. Rathkamp  
Name: Jeffrey H. Rathkamp  
Title: Managing Director

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**COMERICA BANK**

By: /s/ David P. Cagle  
Name: David P. Cagle  
Title: Senior Vice President

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**COMPASS BANK**

By: /s/ Umar Hassan  
Name: Umar Hassan  
Title: Vice President

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

---

**ROYAL BANK OF CANADA**

By: /s/ Jason S. York  
Name: Jason S. York  
Title: Authorized Signatory

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**SUMITOMO MITSUI BANKING CORP., NEW YORK**

By: /s/ Shuji Yabe  
Name: Shuji Yabe  
Title: Managing Director

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**WELLS FARGO BANK, N.A.**

By: /s/ Andrew Ostrov  
Name: Andrew Ostrov  
Title: Director

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**BANK OF MONTREAL**

By: /s/ Gumaro Tijerina  
Name: Gumaro Tijerina  
Title: Director

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**CAPITAL ONE, NATIONAL ASSOCIATION**

By: /s/ Robert James  
Name: Robert James  
Title: Vice President

*Signature Page to Sixth Amendment to Amended and Restated Credit Agreement*

---

**GOLDMAN SACHS BANK USA**

By: /s/ Michelle Latzoni  
Name: Michelle Latzoni  
Title: Authorized Signatory

**MORGAN STANLEY BANK, N.A.**

By: /s/ William Jones  
Name: William Jones  
Title: Authorized Signatory

Signature Page to Sixth Amendment to Amended and Restated Credit Agreement

---

**CITIBANK, N.A.**

By: /s/ Mason McGurrin  
Name: Mason McGurrin  
Title: Vice President

Signature Page to Sixth Amendment to Amended and Restated Credit Agreement

---

**ABN AMRO CAPITAL USA LLC**

By: /s/ Darrell Holley  
Name: Darrell Holley  
Title: Managing Director

By: /s/ Casey Lowary  
Name: Casey Lowary  
Title: Director

Signature Page to Sixth Amendment to Amended and Restated Credit Agreement

---

**REGIONS BANK**

By: /s/ David Valentine  
Name: David Valentine  
Title: Vice President

Signature Page to Sixth Amendment to Amended and Restated Credit Agreement

---

**AMEGY BANK NATIONAL ASSOCIATION**

By: /s/ Jill McSorley  
Name: Jill McSorley  
Title: Senior Vice President

Signature Page to Sixth Amendment to Amended and Restated Credit Agreement

---

**ONEWEST BANK, FSB**

By: /s/ Sean M. Murphy  
Name: Sean M. Murphy  
Title: Senior Vice President

Signature Page to Sixth Amendment to Amended and Restated Credit Agreement

---



**MATERIAL SUBSIDIARIES**

Crosstex Energy Services, L.P. (DE)  
Crosstex Operating GP, LLC (DE)\*  
Crosstex Energy Services GP, LLC (DE)\*  
Crosstex LIG, LLC (LA)  
Crosstex Tuscaloosa, LLC (LA)\*  
Crosstex LIG Liquids, LLC (LA)  
Crosstex Gulf Coast Marketing Ltd. (TX)\*  
Crosstex CCNG Processing Ltd. (TX)  
Crosstex North Texas Pipeline, L.P. (TX)  
Crosstex North Texas Gathering, L.P. (TX)  
Crosstex NGL Pipeline, L.P. (TX)\*  
Crosstex NGL Marketing, L.P. (TX)\*  
Crosstex Processing Services, LLC (DE)  
Crosstex Pelican, LLC (DE)  
Sabine Pass Plant Facility Joint Venture (TX)\*  
Crosstex Permian, LLC (TX)\*  
Crosstex Permian II, LLC (TX)\*  
Crosstex Louisiana Gathering, LLC (Louisiana)\*  
Crosstex ORV Holdings, Inc. (DE)\*

---

\*Indicates entity has previously been treated as a Material Subsidiary (e.g., it pledged assets and is a Guarantor) but does not technically meet the definition of a "Material Subsidiary" as of June 30, 2012.

*Schedule 3(a) to  
Sixth Amendment to Amended and Restated Credit Agreement*

---

**NON-MATERIAL SUBSIDIARIES**

Crosstex Louisiana Energy, L.P. (Delaware)  
Crosstex DC Gathering Company, J.V. (Texas)  
Crosstex Energy Finance Corporation (Delaware)

*Schedule 3(b) to  
Sixth Amendment to Amended and Restated Credit Agreement*

---



**FOR IMMEDIATE RELEASE**  
**AUGUST 31, 2012**

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

**CROSSTEX ENERGY PROVIDES UPDATE ON IMPACT OF LOUISIANA SLURRY  
ON PARTNERSHIP'S FACILITIES AND OPERATIONS**

**DALLAS — August 31, 2012** — The Crosstex Energy companies, Crosstex Energy, L.P. (NASDAQ: XTEX) (the Partnership) and Crosstex Energy, Inc. (NASDAQ: XTXI) (the Corporation), are providing this update on the impact and expected impacts of the slurry near Bayou Corne, Assumption Parish, Louisiana, on the Partnership's facilities and operations.

In early August, a slurry-filled sinkhole developed in Assumption Parish near Bayou Corne, Louisiana. The cause of the slurry is currently under investigation by Louisiana state and local officials. Consequently, the Partnership took a section of its 36-inch-diameter natural gas pipeline located near the sinkhole out of service. Service to certain markets, primarily in the Mississippi River area, has been curtailed or interrupted, and the Partnership has worked with its customers to secure alternative natural gas supplies so that disruptions are minimized. The Partnership expects that the ongoing overall business impact on the services provided by the pipeline, which include gathering, processing, transportation and end-user sales, will be approximately \$250,000- \$300,000 per month while the pipeline section is out of service.

The Partnership will relocate the portion of the pipeline affected and certain services will not resume until the relocation has been completed. The Partnership is evaluating potential rerouting alternatives, timing and expected costs. Based on the current alternatives being considered, the Partnership estimates the cost of the relocation to be \$20-25 million and expects to complete the relocation by summer 2013. The Partnership is assessing the potential for recovering its losses from responsible parties and insurance coverage. The Partnership plans to write-off its investment in the section of the impacted existing pipeline and capitalize the costs of the replacement pipeline. The write-off is a non-cash impairment charge and estimated to be less than \$0.5 million.

-more-

**Crosstex Energy Provides Update on Impact of Louisiana Slurry  
On Partnership's Facilities and Operations**

**Page 2 of 2**

The Partnership also owns and operates the Napoleonville storage facility, which is located off Highway 70 in the Bayou Corne area. The facility consists of two salt dome natural gas liquids storage caverns. The Partnership is currently storing approximately 900,000 barrels of normal butane in the facilities for third parties. The Partnership's management does not believe that the storage facilities have been affected by the slurry. The Louisiana Department of Environmental Quality recently supported this assessment in a press release issued August 16, 2012, entitled "Crosstex Butane Cavern Shows Little-to-no Threat to Slurry Hole Area," which can be found at <http://www.deq.louisiana.gov/portal/portals/0/news/pdf/crosstex.pdf>. Crosstex is continuously monitoring its Napoleonville operations and taking additional precautionary measures as determined necessary.

"Our highest priority is to ensure the safety of the surrounding community, our employees, contractors and the environment," said Barry E. Davis, Crosstex President and Chief Executive Officer. "We took immediate actions to ensure the safety of all involved and the integrity of our facilities and operations near the sinkhole, and continue to work closely with state agencies and local officials."

**About the Crosstex Energy Companies**

Crosstex Energy, L.P., a midstream natural gas company headquartered in Dallas, operates approximately 3,500 miles of natural gas, natural gas liquids, and oil pipelines, 10 processing plants and four fractionators. The Partnership also operates barge terminals, rail terminals, product storage facilities, brine water disposal wells and an extensive truck fleet.

Crosstex Energy, Inc. owns the two percent general partner interest, a 22 percent limited partner interest and the incentive distribution rights of Crosstex Energy, L.P.

Additional information about the Crosstex companies can be found at [www.crosstexenergy.com](http://www.crosstexenergy.com).

*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 forecasts regarding impacts to operations, results of operations, recovery of damages, cash flow, cost, impact, and timing for restoration of services, all as discussed above, as well as the Partnership's future growth and results of operations. 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.*

Photos/Multimedia Gallery Available:

[http://www.businesswire.com/portal/site/home/permalink/?ndmViewId=multimedia\\_detail&eid=50394435&newsLang=en](http://www.businesswire.com/portal/site/home/permalink/?ndmViewId=multimedia_detail&eid=50394435&newsLang=en)

###