
**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): **October 2, 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.

2018 Indenture

On October 5, 2012, Crosstex Energy, L.P. (the "Partnership"), Crosstex Energy Finance Corporation ("FinCo" and, together with the Partnership, the "Issuers"), the parties identified under the caption "Guarantors" on the signature page thereto and Wells Fargo Bank, National Association, as trustee (the "Trustee") entered into a Supplemental Indenture (the "2018 Supplemental Indenture") to the Indenture, dated as of February 10, 2010 (the "2018 Indenture"), among the Issuers, certain subsidiary guarantors and the Trustee, which governs the Issuers' 8^{7/8}% senior unsecured notes due 2018 (the "2018 Notes"). The 2018 Supplemental Indenture amends the 2018 Indenture to add as guarantors of the 2018 Notes certain subsidiaries of the Partnership in order to satisfy the Issuers' obligation to add as a guarantor of the 2018 Notes certain subsidiaries of the Partnership that guarantee any other indebtedness of the Issuers. A copy of the 2018 Supplemental Indenture is filed as Exhibit 4.1 to this Current Report.

The description set forth above is qualified in its entirety by (i) the 2018 Supplemental Indenture, which is filed as Exhibit 4.1 to this Current Report and is incorporated herein by reference and (ii) the 2018 Indenture, which is filed as Exhibit 4.1 to the Partnership's Current Report on Form 8-K filed on February 16, 2010.

2022 Indenture

On October 5, 2012, the Issuers, the parties identified under the caption "Guarantors" on the signature page thereto and the Trustee entered into a Supplemental Indenture (the "2022 Supplemental Indenture") to the Indenture, dated as of May 24, 2012 (the "2022 Indenture"), among the Issuers, certain subsidiary guarantors and the Trustee, which governs the Issuers' 7^{1/8}% senior unsecured notes due 2022 (the "2022 Notes"). The 2022 Supplemental Indenture amends the 2022 Indenture to add as guarantors of the 2022 Notes certain subsidiaries of the Partnership in order to satisfy the Issuers' obligation to add as a guarantor of the 2022 Notes certain subsidiaries of the Partnership that guarantee any other indebtedness of the Issuers. A copy of the 2022 Supplemental Indenture is filed as Exhibit 4.2 to this Current Report.

The description set forth above is qualified in its entirety by (i) the 2022 Supplemental Indenture, which is filed as Exhibit 4.2 to this Current Report and is incorporated herein by reference and (ii) the 2022 Indenture, which is filed as Exhibit 4.1 to the Partnership's Current Report on Form 8-K filed on May 24, 2012.

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 2, 2012, Mr. Sheldon B. Lubar informed the Partnership and Crosstex Energy, Inc. (the "Company") of his resignation from the Board of Directors of each of Crosstex Energy GP, LLC (the "General Partner"), the general partner of the Partnership, and the Company effective immediately. Mr. Lubar's resignation is not due to any disagreements with the Partnership, the General Partner or the Company.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
4.1	— Supplemental Indenture, dated as of October 5, 2012, to the indenture governing the Issuers' 8.875% senior unsecured notes due 2018, dated as of February 10, 2010, by and among Crosstex Energy, L.P., Crosstex Energy Finance Corporation, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee.
4.2	— Supplemental Indenture, dated as of October 5, 2012, to the indenture governing the Issuers' 7 ¹ / ₈ % senior unsecured notes due 2022, dated as of May 24, 2012, by and among Crosstex Energy, L.P., Crosstex Energy Finance Corporation, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee.

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: October 5, 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>
4.1	— Supplemental Indenture, dated as of October 5, 2012, to the indenture governing the Issuers' 8.875% senior unsecured notes due 2018, dated as of February 10, 2010, by and among Crosstex Energy, L.P., Crosstex Energy Finance Corporation, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee.
4.2	— Supplemental Indenture, dated as of October 5, 2012, to the indenture governing the Issuers' 7 ¹ / ₈ % senior unsecured notes due 2022, dated as of May 24, 2012, by and among Crosstex Energy, L.P., Crosstex Energy Finance Corporation, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee.

5

CROSSTEX ENERGY, L.P.
 CROSSTEX ENERGY FINANCE CORPORATION
 and
 the Guarantors named herein

8.875% SENIOR NOTES DUE 2018

SUPPLEMENTAL INDENTURE
 AND AMENDMENT — SUBSIDIARY GUARANTEE
 DATED AS OF OCTOBER 5, 2012

WELLS FARGO BANK, NATIONAL ASSOCIATION,
 Trustee

This SUPPLEMENTAL INDENTURE, dated as of October 5, 2012, is among Crosstex Energy, L.P., a Delaware limited partnership (the “Company”), Crosstex Energy Finance Corporation, a Delaware corporation (“Finance Corp.” and, together with the Company, the “Issuers”), the parties identified under the caption “Guarantors” on the signature page hereto (the “Guarantors”), and Wells Fargo Bank, National Association, a national banking association, as Trustee.

RECITALS

WHEREAS, the Issuers, the initial Guarantors and the Trustee entered into an Indenture, dated as of February 10, 2010 (the “Indenture”), pursuant to which the Company has issued \$725,000,000 aggregate principal amount of 8.875% Senior Notes due 2018 (the “Notes”);

WHEREAS, Section 9.01(g) of the Indenture provides that the Issuers, the Guarantors and the Trustee may amend or supplement the Indenture in order to comply with Section 4.13 or 10.03 thereof, without the consent of the Holders of the Notes; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the Certificate of Incorporation and the Bylaws (or comparable constituent documents) of the Issuers, of the Guarantors and of the Trustee necessary to make this Supplemental Indenture a valid instrument legally binding on the Issuers, the Guarantors and the Trustee, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Issuers, the Guarantors and the Trustee covenant and agree for the equal and proportionate benefit of the respective Holders of the Notes as follows:

ARTICLE 1

Section 1.01. This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 1.02. This Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Issuers, the Guarantors and the Trustee.

ARTICLE 2

From this date, in accordance with Section 4.13 or 10.03 and by executing this Supplemental Indenture, the Guarantors whose signatures appear below are subject to the provisions of the Indenture to the extent provided for in Article 10 thereunder.

ARTICLE 3

Section 3.01. Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms with all capitalized terms used herein without definition having the same respective meanings ascribed to them as in the Indenture.

Section 3.02. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 3.03. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.04. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies

together shall represent the same agreement.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written 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

CROSSTEX ENERGY FINANCE CORPORATION

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

GUARANTORS

APPALACHIAN OIL PURCHASERS, LLC

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

KENTUCKY OIL GATHERING, LLC

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

Signature Page to Supplemental Indenture

M&B GAS SERVICES, LLC

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

OHIO OIL GATHERING II, LLC

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

OHIO OIL GATHERING III, LLC

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

OOGC DISPOSAL COMPANY I, LLC

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

WEST VIRGINIA OIL GATHERING, LLC

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

Signature Page to Supplemental Indenture

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ John C. Stohlmann
Name: John C. Stohlmann
Title: Vice President

Signature Page to Supplemental Indenture

CROSSTEX ENERGY, L.P.
 CROSSTEX ENERGY FINANCE CORPORATION
 and
 the Guarantors named herein

 7¹/₈% SENIOR NOTES DUE 2022

SUPPLEMENTAL INDENTURE
 AND AMENDMENT — SUBSIDIARY GUARANTEE
 DATED AS OF OCTOBER 5, 2012

 WELLS FARGO BANK, NATIONAL ASSOCIATION,
 Trustee

This SUPPLEMENTAL INDENTURE, dated as of October 5, 2012, is among Crosstex Energy, L.P., a Delaware limited partnership (the “Company”), Crosstex Energy Finance Corporation, a Delaware corporation (“Finance Corp.” and, together with the Company, the “Issuers”), the parties identified under the caption “Guarantors” on the signature page hereto (the “Guarantors”), and Wells Fargo Bank, National Association, a national banking association, as Trustee.

RECITALS

WHEREAS, the Issuers, the initial Guarantors and the Trustee entered into an Indenture, dated as of May 24, 2012 (the “Indenture”), pursuant to which the Company has issued \$250,000,000 aggregate principal amount of 7¹/₈% Senior Notes due 2022 (the “Notes”);

WHEREAS, Section 9.01(g) of the Indenture provides that the Issuers, the Guarantors and the Trustee may amend or supplement the Indenture in order to comply with Section 4.13 or 10.02 thereof, without the consent of the Holders of the Notes; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the Certificate of Incorporation and the Bylaws (or comparable constituent documents) of the Issuers, of the Guarantors and of the Trustee necessary to make this Supplemental Indenture a valid instrument legally binding on the Issuers, the Guarantors and the Trustee, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Issuers, the Guarantors and the Trustee covenant and agree for the equal and proportionate benefit of the respective Holders of the Notes as follows:

ARTICLE 1

Section 1.01. This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 1.02. This Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Issuers, the Guarantors and the Trustee.

ARTICLE 2

From this date, in accordance with Section 4.13 or 10.02 and by executing this Supplemental Indenture, the Guarantors whose signatures appear below are subject to the provisions of the Indenture to the extent provided for in Article 10 thereunder.

ARTICLE 3

Section 3.01. Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms with all capitalized terms used herein without definition having the same respective meanings ascribed to them as in the Indenture.

Section 3.02. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 3.03. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.04. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies

together shall represent the same agreement.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written 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

CROSSTEX ENERGY FINANCE CORPORATION

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

GUARANTORS

APPALACHIAN OIL PURCHASERS, LLC

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

KENTUCKY OIL GATHERING, LLC

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

Signature Page to Supplemental Indenture

M&B GAS SERVICES, LLC

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

OHIO OIL GATHERING II, LLC

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

OHIO OIL GATHERING III, LLC

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

OOGC DISPOSAL COMPANY I, LLC

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

WEST VIRGINIA OIL GATHERING, LLC

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

Signature Page to Supplemental Indenture

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ John C. Stohlmann
Name: John C. Stohlmann
Title: Vice President

Signature Page to Supplemental Indenture
