

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No.2

to

FORM S-4**REGISTRATION STATEMENT****UNDER****THE SECURITIES ACT OF 1933****CROSSTEX ENERGY, L.P.*****CROSSTEX ENERGY FINANCE CORPORATION**

(Exact name of registrant as specified in its charter)

Delaware
Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

5172
5172
(Primary Standard Industrial
Classification Code Number)

16-1616605
27-1735230
(I.R.S. Employer Identification No.)

2501 Cedar Springs
Dallas, Texas 75201
(214) 953-9500
(Address, Including Zip Code, and
Telephone Number, Including Area
Code, of Registrant's Principal
Executive Offices)

Joe A. Davis
Crosstex Energy, L.P.
2501 Cedar Springs
Dallas, Texas 75201
(214) 953-9500
(Name, Address, Including Zip Code,
and Telephone Number, Including
Area Code, of Agent for Service)

Copy to:
Douglass M. Rayburn
Baker Botts L.L.P.
2001 Ross Avenue
Dallas, Texas 75201-2980
(214) 953-6500

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) **CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Note	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)(2)
7 ¹ / ₈ % Senior Notes due 2022	\$ 250,000,000	100 %	\$ 250,000,000	\$ 34,100
Guarantees(3)	—	—	—	—(3)

(1) Determined in accordance with Rule 457(f) under the Securities Act of 1933, as amended.

(2) Previously paid.

(3) No separate consideration will be received for the guarantees, and no separate fee is payable pursuant to Rule 457(n) under the Securities Act of 1933, as amended.

* Includes certain subsidiaries of Crosstex Energy, L.P. identified on the following page.

The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

SUBSIDIARY GUARANTORS

Exact name of registrant as specified in its charter*	State or other jurisdiction of incorporation or organization	I.R.S. Employer Identification No
Crosstex Energy Services, L.P.	Delaware	76-0712100
Crosstex Operating GP, LLC	Delaware	20-0911547
Crosstex Energy Services GP, LLC	Delaware	11-3666493
Crosstex Processing Services, LLC	Delaware	20-3724409
Crosstex Pelican, LLC	Delaware	76-0526767
Sabine Pass Plant Facility Joint Venture	Texas	20-3891951
Crosstex LIG Liquids, LLC	Louisiana	74-2525634
Crosstex Gulf Coast Marketing Ltd.	Texas	75-2900544
Crosstex CCNG Processing Ltd.	Texas	76-0496658
Crosstex North Texas Pipeline, L.P.	Texas	20-2411513
Crosstex North Texas Gathering, L.P.	Texas	20-2411793
Crosstex NGL Marketing, L.P.	Texas	20-3366107
Crosstex NGL Pipeline, L.P.	Texas	20-3302827
Crosstex Permian, LLC	Texas	45-2159739
Crosstex Permian II, LLC	Texas	45-2606245
Crosstex ORV Holdings, Inc.	Delaware	45-5620843
West Virginia Oil Gathering, LLC	Delaware	46-0971147
Appalachian Oil Purchasers, LLC	Delaware	46-0957570
Kentucky Oil Gathering, LLC	Delaware	46-0961286
Ohio Oil Gathering II, LLC	Delaware	46-0982823
Ohio Oil Gathering III, LLC	Delaware	46-0999236
OOGC Disposal Company I, LLC	Delaware	46-1002082
M & B Gas Services, LLC	Delaware	46-1002323

* The address for each registrant's principal executive office is 2501 Cedar Springs, Dallas, Texas 75201 and the telephone number for each registrant's principal executive office is 214-953-9500.

EXPLANATORY NOTE

Crosstex Energy, L.P. and Crosstex Energy Finance Corporation are filing this pre-effective Amendment No. 2 (the "Amendment") to the Registration Statement on Form S-4 (Registration No. 333-185409) (the "Registration Statement") as an exhibit-only filing to re-file Exhibit 5.1 previously filed with the Registration Statement and to file a new Exhibit 5.2. Other than the filing of the exhibits and corresponding changes to the signature pages, the remainder of the Registration Statement is unchanged. Accordingly, this Amendment consists only of the facing page, this explanatory note, Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits. The Prospectus is unchanged and has been omitted.

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Crosstex Energy, L.P.

Subject to any standards or restrictions set forth in a partnership agreement, Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against all claims and demands whatsoever.

The partnership agreement of Crosstex Energy, L.P. provides that the Partnership will, to the fullest extent permitted by law, indemnify and hold harmless (i) the general partner, (ii) any departing general partner, (iii) any person who is or was an affiliate of the general partner or any departing general partner, (iv) any person who is or was a member, partner, officer, director, employee, agent, fiduciary or trustee of any Group Member (as defined in the partnership agreement), the general partner or any departing general partner or any affiliate of any Group Member, the general partner or any departing general partner or (v) any person who is or was serving at the request of the general partner or any departing general partner or any affiliate of the general partner or any departing general partner as an officer, director, employee, member, partner, agent, fiduciary or trustee of another person (each, an "Indemnitee") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee; provided that in each case the Indemnitee acted in good faith and in a manner that such Indemnitee reasonably believed to be in, or (in the case of a person other than the general partner) not opposed to, the best interests of the Partnership and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful.

Any indemnification under these provisions will only be out of the assets of the Partnership, and the general partner shall not be personally liable for, or have any obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, such indemnification. The Partnership may purchase (or reimburse the general partner or its affiliates for the cost of) insurance, on behalf of the general partner, its affiliates and such other persons as the general partner shall determine, against liabilities asserted against and expenses incurred by such persons in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such person against liabilities under the partnership agreement.

The general partner has entered into indemnification agreements (the "Indemnification Agreements") with its directors and executive officers (collectively, the "Executive Indemnitees"), who serve as directors and officers of the Partnership. Under the terms of the Indemnification Agreements, the general partner has agreed to indemnify each Executive Indemnitee, subject to certain conditions, (i) against all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Executive Indemnitee or on his or her behalf if such person is, by reason of his or her status as a director and/or officer of the general partner or a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise with which such person was serving at the request of the general partner (any such status being referred to as a "Corporate Status"), made or threatened to be made a party to or otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding irrespective of the initiator thereof (each, a "Proceeding") or any claim, issue or matter therein, other than a

Proceeding by or in the right of the general partner; (ii) if such person is, by reason of his or her Corporate Status, made or threatened to be made a party to or otherwise involved in any Proceeding brought by or in the right of the general partner to procure a judgment in its favor, except that no indemnification shall be made in respect of any claim, issue or matter in such Proceeding as to which such Executive Indemnitee shall have been adjudged to be liable to the general partner, unless and only to the extent that a court shall otherwise determine; (iii) against all expenses actually and reasonably incurred by such person or on his or her behalf in connection with any such Proceeding for which such Executive Indemnitee is entitled to indemnification pursuant to (i) or (ii) in which the Executive Indemnitee is successful on the merits or otherwise in the defense of such Proceeding; (iv) against

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expenses actually and reasonably incurred by such person or on his or her behalf in connection with a Proceeding to the extent that such Executive Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which such person is not a party; (v) against costs or expenses (including attorneys' fees and disbursements) incurred by the Executive Indemnitee in cooperating with any person, persons or entity determining whether the Executive Indemnitee is entitled to indemnification; and (vi) against any and all expenses actually and reasonably incurred by such Executive Indemnitee in any judicial adjudication of his or her rights under the Indemnification Agreements, but only if (and only to the extent) he or she prevails therein. To the extent that a change in the laws of the State of Delaware permits greater indemnification or advancement of expenses than would be afforded under the Indemnification Agreements as of the date of the Indemnification Agreements, the Executive Indemnitee shall enjoy the greater benefits so afforded by such change.

In addition, under the terms of the Indemnification Agreements, the general partner has agreed to pay all reasonable expenses incurred by an Executive Indemnitee in connection with any Proceeding pursuant to (i) or (ii) above in advance of the final disposition of such Proceeding no later than 10 days after receipt by the general partner of an undertaking by or on behalf of the Executive Indemnitee to repay such amount to the extent that it is ultimately determined that the Executive Indemnitee is not entitled to be indemnified by the general partner.

The Indemnification Agreements also include provisions that specify the procedures and presumptions that are to be employed to determine whether an Executive Indemnitee is entitled to indemnification thereunder. In some cases, the nature of the procedures specified in the Indemnification Agreements varies depending on whether there has occurred a "Change in Control" (as defined in the Indemnification Agreements) of the general partner.

Crosstex Energy GP, LLC

Additionally, Section 18-108 of the Delaware Limited Liability Company Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against all claims and demands whatsoever. Section 7.01(a) of the Amended and Restated Limited Liability Company Agreement of the general partner (the "Company Agreement") provides that to the fullest extent permitted by law, (a) any Person who is or was an affiliate of the general partner, (b) any Person who is or was a member, partner officer, director, employee, agent or trustee of the general partner or any affiliate of the general partner and (c) any Person who is or was serving at the request of the general partner or any affiliate of the general partner as an officer, director, employee, member, partner, agent, fiduciary or trustee of another Person (collectively the "Company Indemnitees"), shall be indemnified and held harmless by the general partner, from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Company Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as a Company Indemnitee; provided, that in each case the Company Indemnitee acted in good faith, in a manner that such Company Indemnitee reasonably believed to be in, or not opposed to, the best interests of the general partner and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere, or its equivalent, shall not create a presumption that the Company Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to Section 7.01 of the Company Agreement shall be made only out of the assets of the general partner.

Section 7.01(b) of the Company Agreement also states that to the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by a Company Indemnitee who is indemnified pursuant to Section 7.01(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the general partner prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the general partner of an undertaking by or on behalf of the Company Indemnitee to repay such amount if it shall be determined that the Company Indemnitee is not entitled to be indemnified as authorized by the Company Agreement.

Section 7.02(a) of the Company Agreement provides that no Company Indemnitee shall be liable for monetary damages to the general partner or any other Persons who have acquired membership interests in the

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general partner, for losses sustained or liabilities incurred as a result of any act or omission if such Company Indemnitee acted in good faith.

Crosstex Energy Finance Corp.

Section 145 of the Delaware General Corporation Law, inter alia, empowers a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Similar indemnity is authorized for such persons against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of any such threatened, pending or completed action or suit if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and provided further that (unless a court of competent jurisdiction otherwise provides) such person shall not have been adjudged liable to the corporation. Any such indemnification may be made only as authorized in each specific case upon a determination that the present or former director, officer, employee or agent has met the applicable standard of conduct and, in the case of a person who is a director or officer of the corporation at the time of such determination, such determination shall be made by the stockholders or disinterested directors or by independent legal counsel in a written opinion that indemnification is proper.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145. Also, Article VI of the bylaws of Crosstex Energy Finance Corporation provides for the indemnification of directors and officers of the company and those persons who serve at the request of the company as directors, officers, employees or agents of any other enterprise against certain liabilities under certain circumstances.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling our company as set forth above, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits:

Reference is made to the Index to Exhibits following the signature pages hereto, which Index to Exhibits is hereby incorporated into this item.

(b) Financial Statement Schedules:

None.

Item 22. Undertakings.

Each undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

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(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the "SEC") pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, each undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Each undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the

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Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Each undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of any registrant pursuant to the foregoing provisions, or otherwise, each registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a registrant of expenses incurred or paid by a director, officer or controlling person of any registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

Each undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

Each undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on February 5, 2013.

CROSSTEX ENERGY, L.P.

By: Crosstex Energy GP, LLC,
its General Partner

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

CROSSTEX ENERGY FINANCE CORPORATION

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

CROSSTEX ENERGY SERVICES, L.P.

By: Crosstex Operating GP, LLC,
its General Partner

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

**CROSSTEX OPERATING GP, LLC
CROSSTEX ENERGY SERVICES GP, LLC
CROSSTEX PROCESSING SERVICES, LLC
CROSSTEX PELICAN, LLC
CROSSTEX LIG LIQUIDS, LLC
CROSSTEX PERMIAN, LLC
CROSSTEX PERMIAN II, LLC
CROSSTEX ORV HOLDINGS, INC.
WEST VIRGINIA OIL GATHERING, LLC
APPALACHIAN OIL PURCHASERS, LLC
KENTUCKY OIL GATHERING, LLC
OHIO OIL GATHERING II, LLC
OHIO OIL GATHERING III, LLC
OOGC DISPOSAL COMPANY I, LLC
M & B GAS SERVICES, LLC**

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

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

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated below.

CROSSTEX ENERGY GP, LLC, as the general partner of CROSSTEX ENERGY, L.P.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* Barry E. Davis	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
* Rhys J. Best	Chairman of the Board	February 5, 2013
* Leldon E. Echols	Director	February 5, 2013
* Bryan H. Lawrence	Director	February 5, 2013
* Cecil E. Martin, Jr.	Director	February 5, 2013
* D. Dwight Scott	Director	February 5, 2013
* Kyle D. Vann	Director	February 5, 2013
/s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013

CROSSTEX ENERGY FINANCE CORPORATION

* Barry E. Davis	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
/s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013
* Joe A. Davis	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
* William W. Davis	Executive Vice President, Chief Operating Officer and Director	February 5, 2013

CROSSTEX OPERATING GP, LLC, on behalf of itself and as the general partner of CROSSTEX ENERGY SERVICES, L.P.

* Barry E. Davis	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
/s/ Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013

Michael J. Garberding	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
*		
Joe A. Davis		
*		
William W. Davis	Executive Vice President, Chief Operating Officer and Director	February 5, 2013

CROSSTEX ENERGY SERVICES GP, LLC, on behalf of itself and as the general partner of 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., and CROSSTEX NGL PIPELINE, L.P.

*	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
Barry E. Davis		
/s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013
*	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
Joe A. Davis		
*	Executive Vice President, Chief Operating Officer and Director	February 5, 2013
William W. Davis		

CROSSTEX LIG LIQUIDS, LLC

*	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
Barry E. Davis		
/s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013
*	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
Joe A. Davis		
*	Executive Vice President, Chief Operating Officer and Director	February 5, 2013
William W. Davis		

CROSSTEX PERMIAN, LLC

*	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
Barry E. Davis		
/s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013
*	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
Joe A. Davis		
*	Executive Vice President, Chief Operating Officer and Director	February 5, 2013
William W. Davis		

CROSSTEX PERMIAN II, LLC

President, Chief Executive Officer and Director
(Principal Executive Officer) February 5, 2013

*

Barry E. Davis

Executive Vice President and
Chief Financial Officer February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

CROSSTEX PROCESSING SERVICES, LLC, on behalf of itself and as general partner of SABINE PASS PLANT FACILITY JOINT VENTURE

President, Chief Executive Officer and Director
(Principal Executive Officer) February 5, 2013

*

Barry E. Davis

Executive Vice President and
Chief Financial Officer February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

CROSSTEX PELICAN, LLC, on behalf of itself and as general partner of SABINE PASS PLANT FACILITY JOINT VENTURE

President, Chief Executive Officer and Director
(Principal Executive Officer) February 5, 2013

*

Barry E. Davis

Executive Vice President, Chief Financial Officer and
Director February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

CROSSTEX ORV HOLDINGS, INC.

President, Chief Executive Officer and Director
(Principal Executive Officer) February 5, 2013

*

Barry E. Davis

Executive Vice President and
Chief Financial Officer February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

WEST VIRGINIA OIL GATHERING, LLC

President, Chief Executive Officer and Director
(Principal Executive Officer) February 5, 2013

*

Barry E. Davis

Executive Vice President and
Chief Financial Officer February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

APPALACHIAN OIL PURCHASERS, LLC

President, Chief Executive Officer and Director February 5, 2013
(Principal Executive Officer)

*

Barry E. Davis

Executive Vice President and
Chief Financial Officer February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

KENTUCKY OIL GATHERING, LLC

President, Chief Executive Officer and Director February 5, 2013
(Principal Executive Officer)

*

Barry E. Davis

Executive Vice President and
Chief Financial Officer February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

OHIO OIL GATHERING II, LLC

President, Chief Executive Officer and Director February 5, 2013
(Principal Executive Officer)

*

Barry E. Davis

Executive Vice President and
Chief Financial Officer February 5, 2013
(Principal Financial and Accounting Officer)

/s/ Michael J. Garberding
Michael J. Garberding

Executive Vice President, General Counsel,
Secretary and Director February 5, 2013

*

Joe A. Davis

Executive Vice President, Chief Operating Officer and
Director February 5, 2013

*

William W. Davis

OHIO OIL GATHERING III, LLC

* _____ Barry E. Davis	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
_____ /s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013
* _____ Joe A. Davis	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
* _____ William W. Davis	Executive Vice President, Chief Operating Officer and Director	February 5, 2013
OOGC DISPOSAL COMPANY I, LLC		
* _____ Barry E. Davis	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
_____ /s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013
* _____ Joe A. Davis	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
* _____ William W. Davis	Executive Vice President, Chief Operating Officer and Director	February 5, 2013

M & B GAS SERVICES, LLC

* _____ Barry E. Davis	President, Chief Executive Officer and Director (Principal Executive Officer)	February 5, 2013
_____ /s/ Michael J. Garberding Michael J. Garberding	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 5, 2013
* _____ Joe A. Davis	Executive Vice President, General Counsel, Secretary and Director	February 5, 2013
* _____ William W. Davis	Executive Vice President, Chief Operating Officer and Director	February 5, 2013

* The undersigned, by signing his name hereto, does execute this Amendment No. 2 to the registration statement on behalf of the persons identified above pursuant to a power of attorney.

By: /s/ Michael J. Garberding
Michael J. Garberding
Attorney-in-Fact

INDEX TO EXHIBITS

Number	Description
3.1	Certificate of Limited Partnership of Crosstex Energy, L.P. (incorporated by reference to Exhibit 3.1 to our Registration Statement on Form S-1, file No. 333-97779).
3.2	Certificate of Amendment to the Certificate of Limited Partnership of Crosstex Energy, L.P. (incorporated by reference to Exhibit 3.2 to our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012, file No. 000-50067).
3.3	Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of March 23, 2007 (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated March 23, 2007, filed with the Commission on March 27, 2007, file No. 000-50067).

- 3.4 Amendment No. 1 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated December 20, 2007 (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated December 20, 2007, filed with the Commission on December 21, 2007, file No. 000-50067).
 - 3.5 Amendment No. 2 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P. (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated March 27, 2008, filed with the Commission on March 28, 2008, file No. 000-50067).
 - 3.6 Amendment No. 3 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of January 19, 2010 (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated January 19, 2010, filed with the Commission on January 22, 2010, file No. 000-50067).
 - 3.7 Amendment No. 4 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of September 13, 2012 (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated September 13, 2012, filed with the Commission on September 13, 2012, file No. 000-50067).
 - 3.8 Certificate of Formation of Crosstex Energy GP, LLC (incorporated by reference to Exhibit 3.7 to our Registration Statement on Form S-1, file No. 333-97779).
 - 3.9 Amended and Restated Limited Liability Company Agreement of Crosstex Energy GP, LLC, dated as of December 17, 2002 (incorporated by reference to Exhibit 3.8 to our Registration Statement on Form S-1, file No. 333-97779).
 - 3.10 Amendment No. 1 to Amended and Restated Limited Liability Company Agreement of Crosstex Energy GP, LLC, dated as of January 19, 2010 (incorporated by reference to Exhibit 3.2 to our Current Report on Form 8-K dated January 19, 2010, filed with the Commission on January 22, 2010, file No. 000-50067).
 - 3.11 Certificate of Incorporation of Crosstex Energy Finance Corporation, dated as of May 13, 2004 (incorporated by reference to Exhibit 3.13 to our Registration Statement on Form S-4, file No. 333-166649).
 - 3.12 Bylaws of Crosstex Energy Finance Corporation (incorporated by reference to Exhibit 3.14 to our Registration Statement on Form S-4, file No. 333-166649).
 - 4.1 Indenture, 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 (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K dated May 23, 2012, filed with the Commission on May 24, 2012, file No. 000-50067).
-

- 4.2 Supplemental Indenture, dated August 6, 2012, to the indenture governing the Issuers' 7¹/₈% 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 (incorporated by reference to Exhibit 4.4 to our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012, file No. 000-50067).
- 4.3 Supplemental Indenture, dated as of October 5, 2012, to the indenture governing the Issuers' 7¹/₈% 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 (incorporated by reference to Exhibit 4.2 to our Current Report on Form 8-K dated October 2, 2012, filed with the Commission on October 5, 2012, file No. 000-50067).
- 4.4 Registration Rights Agreement, dated as of May 24, 2012, by and among Crosstex Energy, L.P., Crosstex Energy Finance Corporation, the Guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the several Initial Purchasers named therein (incorporated by reference to Exhibit 4.2 to our Current Report on Form 8-K dated May 23, 2012, filed with the Commission on May 24, 2012, file No. 000-50067).
- 5.1*** Opinion of Baker Botts L.L.P. as to the legality of the securities being registered.
- 5.2*** Opinion of Taylor, Porter, Brooks & Phillips, L.L.P.
- 8.1*** Opinion of Baker Botts L.L.P. relating to tax matters (included in Exhibit 5.1).
- 12.1* Computation of Ratio of Earnings to Fixed Charges.
- 23.1** Consent of KPMG LLP.
- 23.2** Consent of Kreisler Miller.
- 23.3*** Consent of Baker Botts L.L.P. (included in Exhibits 5.1 and 8.1).
- 24.1* Power of Attorney.
- 25.1* Statement of Eligibility of Trustee on Form T-1.

* Previously filed with the Registration Statement on Form S-4 (File No. 333-185409), filed with the Commission on December 12, 2012.
** Previously filed with Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-185409), filed with the Commission on January 15, 2013.
*** Filed herewith.



February 5, 2013

Crosstex Energy, L.P.
Crosstex Energy Finance Corporation
Subsidiary Guarantors Listed in the Form S-4

2001 ROSS AVENUE
DALLAS, TEXAS
75201-2980

TEL +1 214.953.6500
FAX +1 214.953.6503
www.bakerbotts.com

ABU DHABI
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PALO ALTO
RIYADH
WASHINGTON

Ladies and Gentlemen:

As set forth in the Registration Statement on Form S-4 (the "Registration Statement") filed on the date hereof with the Securities and Exchange Commission (the "Commission") by Crosstex Energy, L.P., a Delaware limited partnership (the "Partnership"), Crosstex Energy Finance Corporation, a Delaware corporation ("Finance Corp.," and together with the Partnership, the "Issuers"), and certain of the Partnership's subsidiaries, under the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act of (i) the offering and issuance of \$250 million aggregate principal amount of the Issuers' 7¹/₈% Senior Notes due 2022 (the "Exchange Notes"), to be offered by the Issuers in exchange (the "Exchange Offer") for a like principal amount of the Issuers' issued and outstanding 7¹/₈% Senior Notes due 2022 (the "Outstanding Notes") and (ii) the guarantees (the "Guarantees") of certain subsidiaries of the Partnership listed in the Registration Statement as guarantors (the "Subsidiary Guarantors") of the Exchange Notes and the Outstanding Notes, certain legal matters in connection with the Exchange Notes are being passed upon for you by us. The Exchange Notes are to be issued under an Indenture, dated as of May 24, 2012 (the "Indenture"), between the Issuers, the Subsidiary Guarantors and Wells Fargo Bank, National Association as trustee (the "Trustee"). At your request, this opinion is being furnished to you for filing as Exhibits 5.1 and 8.1 to the Registration Statement.

In our capacity as your counsel in the connection referred to above and as a basis for the opinions hereinafter expressed, we have examined (i) the Registration Statement, (ii) the Indenture, (iii) the Sixth Amended and Restated Agreement of Limited Partnership of the Partnership and the Certificate of Limited Partnership of the Partnership, each as amended to the date hereof, (iv) the Amended and Restated Limited Liability Company Agreement of Crosstex Energy GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the "General Partner"), and the Certificate of Formation of the General Partner, each as amended to the date hereof, (v) the Certificate of Incorporation of Finance Corp. and the Bylaws of Finance Corp., each as amended to the date hereof, (vi) the limited liability company agreement or agreement of limited partnership, as applicable, and other governing documents of each of the Subsidiary Guarantors, (vii) originals, or copies certified or otherwise identified, of the corporate, partnership, limited liability company and joint venture records of the Partnership, the General Partner, Finance Corp. and each of the Subsidiary Guarantors, including minute books of the General Partner and Finance Corp. as furnished to us by the General Partner and Finance Corp., (viii) certificates of public officials and of representatives of the Issuers and the Subsidiary Guarantors, (ix) statutes and (x) such other instruments and documents as we have deemed necessary or advisable for purposes of the opinions hereinafter expressed.

We have assumed that the signatures on all documents examined by us are genuine, all documents submitted to us as originals are authentic and complete and all documents submitted to us as certified or photostatic copies conform to the originals thereof. We also have assumed that (i) the Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legal, valid and binding obligation of the Trustee, (ii) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective under the Act, (iii) the Indenture will have been qualified under the Trust Indenture Act of 1939, as amended, and

(iv) the Exchange Notes will have been duly executed, authenticated and delivered in accordance with the provisions of the Indenture and issued in exchange for Outstanding Notes pursuant to, and in accordance with the terms of, the Exchange Offer as contemplated in the Registration Statement. We have relied, with your permission, upon the opinion of Taylor, Porter, Brooks & Phillips, L.L.P., special counsel in the State of Louisiana ("Louisiana Counsel") to Crosstex LIG Liquids, LLC, a Louisiana limited liability company ("LIG Liquids"), which is dated as of the date hereof and filed as Exhibit 5.2 to the Registration Statement, as to the valid existence of LIG Liquids, the due authorization, execution and delivery of the Indenture by LIG Liquids and the performance of obligations thereunder (including the Guarantee as provided therein) by LIG Liquids.

On the basis of the foregoing, and subject to the qualifications and limitations hereinafter set forth, we are of the opinion that:

1. The Exchange Notes, when issued, will constitute valid and legally binding obligations of the Issuers, enforceable against the Issuers in accordance with their terms, except as enforcement thereof may be limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws relating to or affecting the rights and remedies of creditors generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) or (c) public policy, applicable law relating to fiduciary duties and indemnification and contribution and any implied covenants of good faith and fair dealing.
2. The Guarantees of the Subsidiary Guarantors remain the valid and legally binding obligations of the Subsidiary Guarantors, enforceable against the Subsidiary Guarantors in accordance with their terms, except as enforcement thereof may be limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws relating to or affecting the rights and remedies of creditors generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) or (c) public policy, applicable law relating to fiduciary duties and indemnification and contribution and any implied covenants of good faith and fair dealing.
3. The discussion and the legal conclusions set forth in the Registration Statement under the heading "Material Federal Income Tax Consequences" (except for the representations and statements of fact of the Partnership and the General Partner, included in such discussion, as to which we express no opinion) are accurate and complete in all material respects and constitute our opinion, which is subject to the assumptions and qualifications set forth therein, as to the material tax consequences of the exchange of the Outstanding Notes for the Exchange Notes.

The opinions set forth above are limited in all respects to matters of applicable the laws of the State of New York, the laws of the States of Texas and Louisiana, the General Corporation Law of the State of Delaware, the Delaware Revised Uniform Limited Partnership Act, the Delaware Limited Liability Company Act and applicable federal law of the United States of America, in each case as in effect on the date hereof. With respect to the laws of the State of Louisiana, the opinions expressed herein are subject to the same qualifications, assumptions and limitations as set forth in Louisiana Counsel's opinion filed as Exhibit 5.2 to the Registration Statement.

We hereby consent to the filing of this opinion of counsel as Exhibits 5.1 and 8.1 to the Registration Statement. We also consent to the reference to our Firm under the heading "Legal Matters" in the prospectus forming a part of the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Baker Botts L.L.P.





Crosstex LIG Liquids, LLC
 c/o Crosstex Energy, L.P.
 2501 Cedar Springs
 Dallas, Texas 75201

February 5, 2013

Baker Botts L.L.P.
 2001 Ross Avenue
 Dallas, Texas 75201

Ladies and Gentlemen:

We have acted as special counsel in the State of Louisiana to Crosstex LIG Liquids, LLC, a Louisiana limited liability company ("LIG Liquids"), with respect to the Registration Statement on Form S-4 (File No. 333-185409) (the "Registration Statement") filed on January 15, 2013 with the Securities and Exchange Commission (the "Commission") by Crosstex Energy, L.P., a Delaware limited partnership (the "Partnership"), Crosstex Energy Finance Corporation, a Delaware corporation ("Finance Corp.," and together with the Partnership, the "Issuers"), and certain of the Partnership's subsidiaries identified in the Registration Statement including LIG Liquids (the "Subsidiary Guarantors"), under the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act of (i) the offering and issuance of \$250 million aggregate principal amount of the Issuers' 7¹/₈% Senior Notes due 2022 (the "Exchange Notes"), to be offered by the Issuers in exchange (the "Exchange Offer") for a like principal amount of the Issuers' issued and outstanding 7¹/₈% Senior Notes due 2022 and (ii) the guarantees (the "Guarantees") of the Subsidiary Guarantors of the Exchange Notes pursuant to the "Indenture" (defined below).

The Exchange Notes are to be issued under an Indenture, dated as of May 24, 2012 (the "Indenture"), between the Issuers, the Subsidiary Guarantors and Wells Fargo Bank, National Association as trustee (the "Trustee"). At your request, this opinion is being furnished to you for filing as Exhibit 5.2 to the Registration Statement.

In our capacity as special Louisiana counsel and as a basis for the opinions hereinafter expressed, we have examined copies of (i) the Registration Statement, (ii) the Indenture, (iii) the Certificate of Formation of LIG Liquids dated as of December 30, 1993, (iv) the Amended and Restated Limited Liability Company Agreement of LIG Liquids dated as of January 1, 2009, (v) Secretary's Certificate of LIG Liquids and other entities dated May 24, 2012, and the Officer's Certificate as to LIG Liquids executed by Joe A. Davis as of February 5, 2013, (vi) certificates of public officials and of representatives of LIG Liquids, and (vii) such other instruments and documents as we have deemed necessary or advisable for purposes of the opinions hereinafter expressed.

We have assumed that the signatures on all documents examined by us are genuine, all documents submitted to us as originals are authentic and complete and all documents submitted to us as copies conform to the originals thereof. We also have assumed that (i) all parties to the Indenture (other than LIG Liquids) are duly organized and each person executing any instrument, document or agreement on behalf of any party (other than LIG Liquids) has the power and authority to do so and is duly authorized to do so; (ii) each natural person executing any instrument, document or agreement is legally

TAYLOR, PORTER, BROOKS & PHILLIPS, L.L.P.
 www.taylorporter.com

POST OFFICE Box 2471
 BATON ROUGE, LOUISIANA 70821

8TH FLOOR CHASE TOWER SOUTH
 451 FLORIDA STREET (70801)

[225] 387-3221 TELEPHONE
 [225] 346-8049 FACSIMILE

competent and has the legal capacity to do so; (iii) the Indenture (including the Guarantees contained therein) was duly authorized, executed and delivered by the parties thereto and is legally binding on such parties, except with respect to LIG Liquids; and (iv) the Registration Statement, and any amendments thereto (including post-effective amendments), will have become effective and that the Exchange Notes will be duly authorized, executed and delivered by each of the Issuers and will be issued and exchanged in compliance with applicable federal and state securities laws and in the manner described in the Registration Statement.

On the basis of the foregoing, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, we are of the opinion that:

1. LIG Liquids is validly existing and in good standing under the laws of the State of Louisiana.
2. LIG Liquids has and had the limited liability company power and authority to execute and deliver the Indenture and to guarantee the Notes under the Indenture, including the Exchange Notes, and all necessary limited liability company action has been taken on the part of LIG Liquids to authorize the execution and delivery of the Indenture and the performance by LIG Liquids of its obligations thereunder (including its Guarantee as provided therein).
3. The Indenture has been duly authorized, executed and delivered by LIG Liquids.

The opinions set forth above are limited in all respects to matters of applicable corporate/limited liability company laws of the State of Louisiana, as in effect on the date hereof.

The foregoing opinions are subject to the following additional assumptions, limitations, qualifications and exceptions:

1. All opinions are subject to (i) the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; and (ii) the discretionary powers of the courts to make available remedies of specific performance, injunctive relieve or other equitable remedies.
2. Our opinions are subject to applicable laws and court decisions which may limit, render unenforceable or delay certain rights or remedies under the Indenture.
3. We have assumed that there are no other agreements or understandings among the parties to the Indenture, written or oral, and there is no usage of trade or course of conduct among the parties that would in any case, define, supplement, expand or limit or qualify the terms of the Indenture.
4. Specific performance of the provisions of any agreement is n equitable remedy which may or may not be ordered by a court in its discretion. No opinion is rendered as to the effectiveness of any provisions which authorize or purport to authorize the extra judicial enforcement of any rights or obligations or the waiver of any rights.

5. Our opinion also assumes that all parties will enforce their rights under the Indenture in good faith and in conformity to law and in a commercially reasonable manner.
 6. To the extent Louisiana law applies, the ability to collect any attorney fees as to enforcement of the various documents is limited by the Louisiana Rules of Professional Conduct and other principles of Louisiana law.
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7. These opinions are rendered as of the date hereof and we have no duty to advise you of any changes in law or judicial decisions which may affect or limit the opinions set forth above. The opinions set forth herein are opinions based on our professional judgment and are not and shall not be construed as a warranty or guaranty.

We hereby consent to (i) the filing of this opinion of counsel as an exhibit to the Registration Statement, and (ii) the reliance on this opinion by Baker Botts L.L.P.

Very truly yours,

/s/ Taylor, Porter, Brooks & Phillips, L.L.P.
