

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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_\_)\***

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**CROSSTEX ENERGY, L.P.**

(Name of Issuer)

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**Common Units**  
(Title of Class of Securities)

**22765U102**  
(CUSIP Number)

**George Fan  
GSO Capital Partners LP  
280 Park Avenue, 11<sup>th</sup> Floor  
New York, New York 10017  
Tel.: (212) 503-2100**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**January 6, 2010**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 22765U102	
1.	Names of Reporting Persons. GSO Crosstex Holdings LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) OO

CUSIP No. 22765U102	
1.	Names of Reporting Persons. Blackstone / GSO Capital Solutions Fund LP
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) PN

CUSIP No. 22765U102	
1.	Names of Reporting Persons. Blackstone / GSO Capital Solutions Associates LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) OO

CUSIP No. 22765U102	
1.	Names of Reporting Persons. GSO Holdings I LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) OO

CUSIP No. 22765U102

1.	Names of Reporting Persons. <b>Blackstone Holdings I L.P.</b>
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) <b>OO</b>
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization <b>Delaware</b>
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power <b>14,705,882</b>
	8. Shared Voting Power <b>0</b>
	9. Sole Dispositive Power <b>14,705,882</b>
	10. Shared Dispositive Power <b>0</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>14,705,882</b>
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) <b>22.84%</b>
14.	Type of Reporting Person (See Instructions) <b>PN</b>

CUSIP No. 22765U102	
1.	Names of Reporting Persons. Blackstone Holdings I/II GP Inc.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) CO

CUSIP No. 22765U102	
1.	Names of Reporting Persons. The Blackstone Group L.P.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) PN



CUSIP No. 22765U102

1.	Names of Reporting Persons. Blackstone Group Management L.L.C.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) OO

CUSIP No. 22765U102

1.	Names of Reporting Persons. Stephen Schwarzman
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization United States
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 14,705,882
	8. Shared Voting Power 0
	9. Sole Dispositive Power 14,705,882
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) IN

CUSIP No. 22765U102

1.	Names of Reporting Persons. <b>Bennett J. Goodman</b>
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) <b>OO</b>
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization <b>United States</b>
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power <b>0</b>
	8. Shared Voting Power <b>14,705,882</b>
	9. Sole Dispositive Power <b>0</b>
	10. Shared Dispositive Power <b>14,705,882</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>14,705,882</b>
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) <b>22.84%</b>
14.	Type of Reporting Person (See Instructions) <b>IN</b>

CUSIP No. 22765U102

1.	Names of Reporting Persons. J. Albert Smith III
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization United States
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 14,705,882
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 14,705,882
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) IN

CUSIP No. 22765U102

1.	Names of Reporting Persons. Douglas I. Ostrover
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization United States
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 14,705,882
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 14,705,882
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 14,705,882
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13.	Percent of Class Represented by Amount in Row (11) 22.84%
14.	Type of Reporting Person (See Instructions) IN

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**Item 1. Security and Issuer.**

This Statement on Schedule 13D (this “Schedule 13D”) relates to the Common Units (“Common Units”), of Crosstex Energy, L.P., a Delaware limited partnership (the “Issuer”), having its principal executive offices at 2501 Cedar Springs, Dallas, Texas 75201.

**Item 2. Identity and Background.**

(a) – (b) This Schedule 13D is being filed by:

- (i) GSO Crosstex Holdings LLC, which is a Delaware limited liability company, (ii) Blackstone / GSO Capital Solutions Fund LP, which is a Delaware limited partnership (collectively, the “GSO Funds”), and (iii) Blackstone / GSO Capital Solutions Associates LLC, which is a Delaware limited liability company (together with the GSO Funds, the “GSO Entities”);
- Bennett J. Goodman, J. Albert Smith III and Douglas I. Ostrover, each of whom is a United States citizen (collectively, the “GSO Executives”);
- (i) GSO Holdings I LLC, which is a Delaware limited liability company, (ii) Blackstone Holdings I L.P., which is a Delaware limited partnership, (iii) Blackstone Holdings I/II GP Inc., which is a Delaware corporation, (iv) The Blackstone Group L.P., which is a Delaware limited partnership, and (v) Blackstone Group Management L.L.C., which is a Delaware limited liability company (collectively, the “Blackstone Entities”);
- Stephen A. Schwarzman, who is a United States citizen (together with the GSO Entities, the GSO Executives and the Blackstone Entities, the “Reporting Persons”)

Blackstone / GSO Capital Solutions Fund LP is the holder of a majority of the membership interests of GSO Crosstex. Blackstone / GSO Capital Solutions Associates LLC is the general partner of Blackstone / GSO Capital Solutions Fund LP. GSO Holdings I LLC is the managing member of Blackstone / GSO Capital Solutions Associates LLC. Blackstone Holdings I L.P. is the sole member of GSO Holdings I LLC. Blackstone Holdings I/II GP Inc. is the general partner of Blackstone Holdings I L.P. The Blackstone Group L.P. is the controlling shareholder of Blackstone Holdings I/II GP Inc. Blackstone Group Management L.L.C. is the general partner of The Blackstone Group L.P. Blackstone Group Management L.L.C. is controlled by Stephen A. Schwarzman, one of its founders. Each of Bennett J. Goodman, J. Albert Smith III and Douglas I. Ostrover is an executive of GSO Capital Partners LP, which is an affiliate of Blackstone / GSO Capital Solutions Associates LLC.

The principal business address of each of the GSO Entities and the GSO Executives is c/o GSO Capital Partners LP, 280 Park Avenue, 11th Floor, New York, NY 10017. The principal business address of each of the Blackstone Entities and Mr. Schwarzman is c/o The Blackstone Group, 345 Park Avenue, New York, NY 10154.

(c) The principal business of the GSO Funds is investing in both public and private non-investment grade and non-rated securities, including leveraged loans, high yield bonds, distressed securities, second lien loans, mezzanine securities, equity securities, credit derivatives and other investments. The principal business of Blackstone / GSO Capital Solutions Associates LLC is performing the functions of, and serving as, the general partner of Blackstone / GSO Capital Solutions Associates Fund LP.

The principal business of GSO Holdings I LLC is performing the functions of, and serving as, the managing member of Blackstone / GSO Capital Solutions Associates LLC. The principal business of Blackstone Holdings I L.P. is performing the functions of, and serving as, the sole member of GSO Holdings I LLC and other affiliated entities. The principal business of Blackstone Holdings I/II GP Inc. is performing the functions of, and serving as, the general partner of Blackstone Holdings I L.P. and other affiliated Blackstone entities. The principal business of The Blackstone Group L.P. is performing the functions of, and serving as, the controlling shareholder of Blackstone Holdings I/II GP Inc. and other affiliated Blackstone entities. The principal business of Blackstone Group Management L.L.C. is performing the functions of, and serving as, the general partner of The Blackstone Group L.P.

The principal occupation of Mr. Stephen A. Schwarzman is serving as an executive of Blackstone Group Management L.L.C. The principal occupation of each of Messrs. Goodman, Smith and Ostrover is serving as an executive of GSO Capital Partners LP.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) See Item 2(a)-(b) above for citizenship of each of the Reporting Persons.

**Item 3. Source and Amount of Funds or Other Consideration.**

On January 6, 2010, pursuant to a privately-negotiated Series A Convertible Preferred Unit Purchase Agreement (the "Purchase Agreement") with the Issuer, GSO Crosstex Holdings LLC (the "Purchaser") purchased 14,705,882 Series A Convertible Preferred Units, representing limited partner interests of the Issuer (the "Preferred Units"), for a cash purchase price of \$8.50 per Preferred Unit (the "Issue Price"), resulting in total gross proceeds of approximately \$125 million for the Issuer (the "Purchase Price"). Pursuant to the fee letter agreement (the "Fee Letter"), dated January 6, 2010, between the Issuer and the Purchaser, the Issuer paid a designee of the Purchaser, as consideration for the Purchaser's agreement to enter into the Purchase Agreement, an amount equal to 3% of the Purchase Price. The descriptions of the Purchase Agreement and the Fee Letter are not intended to be complete and are qualified in their entirety by the complete text of such agreements, which are filed as Exhibits 2 and 4, respectively, hereto and are incorporated herein by reference.

The Purchaser's payment of the Purchase Price was funded by, among other things, capital contributions by the Purchaser's members. The Purchaser's payment obligations under the Purchase Agreement are guaranteed by Blackstone / GSO Capital Solutions Fund LP and Blackstone / GSO Capital Solutions Overseas Master Fund L.P.

**Item 4. Purpose of Transaction.**

The Purchaser purchased the Preferred Units under the Purchase Agreement for investment purposes. In addition, pursuant to the Board Representation Agreement (the "Board Representation Agreement"), dated January 19, 2010, among the Purchaser, the Issuer and certain affiliates of the Issuer, the Purchaser will receive a seat on the Board of Directors of Crosstex Energy GP, LLC, the general partner of the general partner of the Issuer, expanding the size of Crosstex Energy GP, LLC's Board of Directors from seven to eight members. As of the date hereof, D. Dwight Scott is the Purchaser's appointee on the Board of Directors of Crosstex Energy GP, LLC. The description of this Board Representation Agreement is not intended to be complete and is qualified in its entirety by the complete text of the agreement, which is filed as Exhibit 3 hereto and is incorporated herein by reference.

The Reporting Persons intend to review on a continuing basis their investment in the Issuer. Subject to the agreements described herein, the Reporting Persons may seek to dispose of the Issuer's securities (which may include distributing some or all of such securities to such Reporting Person's respective members, partners, stockholders or beneficiaries, as applicable) from time to time, and/or may seek to directly or indirectly acquire additional securities of the Issuer (which may include rights or securities exercisable or convertible into securities of the Issuer) from time to time, in each case, depending on the price and availability of the Issuer's securities, subsequent developments affecting the Issuer, the Issuer's business and the Issuer's prospects, other investment and business opportunities available to the Reporting Persons, general market and economic conditions, tax considerations and other factors deemed relevant by the Reporting Persons.

Other than described herein, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although, subject to the agreements described above, the Reporting Persons, at any time and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence management or the Board with respect to the business and affairs of the Issuer.

**Item 5. Interest in Securities of the Issuer.**

(a) – (b) According to information provided by the Issuer, there were 49,676,125 shares of Common Units outstanding as of January 6, 2010.

The Preferred Units reported herein are held by GSO Crosstex Holdings LLC.

The aggregate number and percentage of the shares of Common Units of the Issuer beneficially owned by each Reporting Person and, for each Reporting Person, the number of Common Units as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D.

(c) Except as set forth herein, none of the Reporting Persons has engaged in any transaction during the past 60 days in any securities of the Issuer.

(d) Except as set forth in Item 6 below, no one other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any of the securities of the Issuer reported on this Schedule 13D.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

The information set forth in Items 3 and 4 hereof is hereby incorporated by reference into this Item 6. Pursuant to the Purchase Agreement, the Preferred Units are convertible into Common Units on a one-for-one basis, subject to certain adjustments. The Purchaser may convert the Preferred Units at any time, and the Issuer may convert the Preferred Units after three years if certain conditions are met. The Purchaser will receive a quarterly distribution, which will be the greater of \$0.2125 per Preferred Unit, or the amount of the quarterly distribution paid to holders of Common Units, subject to certain adjustments. Such quarterly distribution per Preferred Unit may be paid in cash, in additional Preferred Units issued in kind or any combination thereof, provided that the Issuer may not pay distributions in-kind for any quarter in which cash distributions are paid on the Common Units.

**Item 7. Material to be Filed as Exhibits.**

1. Joint Filing Agreement, dated January 19, 2010, among the Reporting Persons (filed herewith).
2. Series A Convertible Preferred Unit Purchase Agreement, dated January 6, 2010 between the Issuer and the Purchaser (incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K, filed on January 11, 2010).
3. Board Representation Agreement, dated January 19, 2010, among the Issuer, Crosstex Energy GP, LLC, Crosstex Energy GP, L.P., Crosstex Energy, Inc. and the Purchaser (filed herewith).
4. Fee letter agreement, dated January 6, 2010, between the Issuer and GSO Crosstex Holdings LLC (filed herewith).
5. Power of Attorney, dated May 16, 2006, granted by Bennett J. Goodman in favor of George Fan.
6. Power of Attorney, dated May 16, 2006, granted by J. Albert Smith III in favor of George Fan.
7. Power of Attorney, dated May 16, 2006, granted by Douglas I. Ostrover in favor of George Fan.

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 19, 2010

GSO Crosstex Holdings LLC

By: \_\_\_\_\_ /s/ GEORGE FAN  
Name: George Fan  
Title: Authorized Person



Blackstone / GSO Capital Solutions Fund LP

By: \_\_\_\_\_ /s/ GEORGE FAN  
Name: **George Fan**  
Title: **Authorized Person**

Blackstone / GSO Capital Solutions Associates LLC

By: \_\_\_\_\_ /s/ GEORGE FAN  
Name: **George Fan**  
Title: **Authorized Person**

GSO Holdings I LLC

By: \_\_\_\_\_ /s/ ROBERT L. FRIEDMAN  
Name: **Robert L. Friedman**  
Title: **Authorized Person**

Blackstone Holdings I L.P.

By: \_\_\_\_\_ /s/ ROBERT L. FRIEDMAN  
Name: **Robert L. Friedman**  
Title: **Authorized Person**

Blackstone Holdings I/II GP Inc.

By: \_\_\_\_\_ /s/ ROBERT L. FRIEDMAN  
Name: **Robert L. Friedman**  
Title: **Authorized Person**

The Blackstone Group L.P.

By: \_\_\_\_\_ /s/ ROBERT L. FRIEDMAN  
Name: **Robert L. Friedman**  
Title: **Authorized Person**

Blackstone Group Management L.L.C.

By: \_\_\_\_\_ /s/ ROBERT L. FRIEDMAN  
Name: **Robert L. Friedman**  
Title: **Authorized Person**

Mr. Stephen A. Schwarzman

By: \_\_\_\_\_ /s/ STEPHEN A. SCHWARZMAN  
Name: **Stephen A. Schwarzman**

Bennett J. Goodman

By: \_\_\_\_\_ /S/ GEORGE FAN  
Name: **George Fan**  
Title: **Attorney-In-Fact**

J. Albert Smith III

By: \_\_\_\_\_ /S/ GEORGE FAN  
Name: **George Fan**  
Title: **Attorney-In-Fact**

Douglas I. Ostrover

By: \_\_\_\_\_ /S/ GEORGE FAN  
Name: **George Fan**  
Title: **Attorney-In-Fact**

**JOINT FILING AGREEMENT**

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act") the undersigned hereby agree to the joint filing of GSO Crosstex Holdings LLC, Blackstone / GSO Capital Solutions Fund LP, Blackstone / GSO Capital Solutions Associates LLC, Mr. Bennett J. Goodman, Mr. J. Albert Smith III, Mr. Douglas I. Ostrover, GSO Holdings I LLC , Blackstone Holdings I L.P., Blackstone Holdings I/II GP Inc., The Blackstone Group L.P., Blackstone Group Management L.L.C. and Mr. Stephen A. Schwarzman, on behalf of each of them of any filing required by such party under Section 13 or Section 16 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to shares of Common Units of Crosstex Energy, L.P., a Delaware limited partnership, and further agree to the filing, furnishing, and/or incorporation by reference of this Agreement as an exhibit thereto. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement this 19th day of January 2010.

GSO Crosstex Holdings LLC

By: /s/ George Fan

Name: George Fan

Title: Authorized Person

Blackstone / GSO Capital Solutions Fund LP

By: /s/ George Fan

Name: George Fan

Title: Authorized Person

Blackstone / GSO Capital Solutions Associates LLC

By: /s/ George Fan

Name: George Fan

Title: Authorized Person

GSO Holdings I LLC

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Authorized Person

Blackstone Holdings I L.P.

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Authorized Person

Blackstone Holdings I/II GP Inc.

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Authorized Person

The Blackstone Group L.P.

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Authorized Person

Blackstone Group Management L.L.C.

By: /s/ Robert L. Friedman

Name: Robert L. Friedman

Title: Authorized Person

Mr. Stephen A. Schwarzman

By: /s/ Stephen A. Schwarzman

Name: Stephen A. Schwarzman

Bennett J. Goodman

By: /s/ George Fan

Name: George Fan

Title: Attorney-In-Fact

J. Albert Smith III

By: /s/ George Fan

Name: George Fan

Title: Attorney-In-Fact

Douglas I. Ostrover

By: /s/ George Fan

Name: George Fan

Title: Attorney-In-Fact

**BOARD REPRESENTATION AGREEMENT**

This BOARD REPRESENTATION AGREEMENT (this "Agreement"), dated as of January 19, 2010, is entered into by and among Crosstex Energy GP, LLC, a Delaware limited liability company (the "GP LLC"), Crosstex Energy GP, L.P., a Delaware limited partnership (the "GP LP"), Crosstex Energy, L.P., a Delaware limited partnership (the "Partnership"), Crosstex Energy, Inc., a Delaware corporation ("CEI" and, together with GP LLC, GP LP and the Partnership, the "Crosstex Entities"), and GSO Crosstex Holdings LLC, a Delaware limited liability company (the "Purchaser"). Capitalized terms used but not defined herein are used as defined in the Series A Convertible Preferred Unit Purchase Agreement dated as of January 6, 2010 by and among the Partnership and the Purchaser (the "Purchase Agreement").

**RECITALS:**

A. CEI is the sole member of GP LLC, which is the general partner of GP LP, which is the general partner of the Partnership.

B. Pursuant to the Purchase Agreement, the Partnership has agreed to sell to the Purchaser Series A Preferred Units.

C. To induce the Purchaser to enter into the transactions evidenced by the Purchase Agreement, each of the Crosstex Entities are required to deliver this Board Representation Agreement, duly executed by each of the Crosstex Entities, to the Purchaser contemporaneously with the Closing of the transactions contemplated by the Purchase Agreement.

D. The investment by the Purchaser in the Partnership is reasonably expected to benefit, directly or indirectly, each of the Crosstex Entities, and the general partner, board of directors, board of managers or other governing body of each of the Crosstex Entities has determined that entering into and executing this Board Representation Agreement is in the best interest of such Crosstex Entity.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Board Representation.

(a) Each of the Crosstex Entities shall take all actions necessary or advisable to cause one director serving on the Board of Directors (or other applicable governing body) of the general partner of the Partnership (which term as used herein shall include, if the general partner of the Partnership is a limited partnership, the general partner of such general partner (which as of the date of this agreement shall be GP LLC)) to be designated by the Purchaser, in its sole discretion (the "Purchaser Designated Director"), at all times from the date of this Agreement until the occurrence of a Designation Right Termination Event (as defined below), at which time the right of the Purchaser under this Agreement to designate a member of such Board of Directors shall terminate; provided, however, that such Purchaser Designated Director shall have the requisite skill and experience to serve as a director of a public company and such Purchaser Designated Director shall not be prohibited from serving as a director of the Company pursuant to any rule

or regulation of the Commission or the NASDAQ. Prior to a Designation Right Termination Event, any Purchaser Designated Director may be removed by the Purchaser at any time and by a majority of the other director(s) then serving on such Board of Directors (or other applicable governing body) for "cause" (as defined below), but not by any other party; and any vacancy in such position shall be filled solely by the Purchaser. As used herein, "cause" means that the Purchaser Designated Director (i) is prohibited from serving as a director of the Company under any rule or regulation of the Commission or the NASDAQ; (ii) has been convicted of a felony or misdemeanor involving moral turpitude; (iii) has engaged in acts or omissions against the Partnership constituting dishonesty, breach of fiduciary obligation, or intentional wrongdoing or misfeasance; or (iv) has acted intentionally or in bad faith in a manner that results in a material detriment to the assets, business or prospects of the Company. Any action by the Purchaser to designate, remove or replace a Purchaser Designated Director shall be evidenced in writing furnished to GP LLC, shall include a statement that the action has been approved by the requisite vote of the Purchaser and shall be executed by or on behalf of the Purchaser. None of the Crosstex Entities shall take any action which would, or would be reasonably likely to, lessen, restrict, prevent or otherwise have an adverse effect upon the foregoing rights of the Purchaser to board representation. The Crosstex Entities shall not allow a new general partner of the Partnership or of GP LP unless such new general partner first agrees in writing to be bound by the provisions of this Agreement as a "Crosstex Entity".

(b) Commencing as of Closing, the Purchaser Designated Director is D. Dwight Scott.

(c) In furtherance of the foregoing, CEI shall execute on the date hereof the amendment to the limited liability company agreement of GP LLC set forth on Exhibit A attached hereto. CEI and GP LLC shall not amend, and shall not permit the amendment of, the limited liability agreement of GP LLC in any manner that would, or would be reasonably likely to, have an adverse effect on the board representation rights of the Purchaser as set forth in such amendment; provided, however, that any increase or reduction in the size of the Board of Directors of GP LLC shall not be deemed to have such effect.

(d) Upon the occurrence of a Designation Right Termination Event, the right of the Purchaser to designate a Purchaser Designated Director shall terminate and the Purchaser Designated Director then serving as such a member of such Board of Directors, promptly upon (and in any event within two Business Days following) receipt of a request from a majority of the other director(s) then serving on such Board of Directors (or other applicable governing body) of the general partner of the Partnership or the owner(s) of a majority of the equity interests of such general partner, shall resign as a member of such Board of Directors (or other applicable governing body). If the Purchaser Designated Director does not resign upon such request, then a majority of the other director(s) then serving on such Board of Directors (or other applicable governing body) of the general partner of the Partnership or the owner(s) of a majority of the equity interests of such general partner, may remove the Purchaser Designated Director as a member of such Board of Directors (or other applicable governing body). At all times while a Purchaser Designated Director is serving as a member of the Board of Directors (or other applicable governing body) of the general partner of the Partnership, and following any such Purchaser Designated Director's resignation, removal or other cessation as a director in such former Purchaser Designated Director's capacity as a former director, each Purchaser Designated Director shall be entitled to all rights to indemnification and exculpation as are then made available to any other member of such Board of Directors (or other applicable governing body) by the Crosstex Entities.

(e) For the purposes of this Agreement, a “Designation Right Termination Event” shall occur on the earliest to occur of (i) the Purchaser and its Affiliates holding a number of Series A Preferred Units and Conversion Units that is less than twenty-five percent (25%) of the number of Series A Preferred Units initially issued to the Purchaser pursuant to the Purchase Agreement, (ii) such time as the sum of (A) the number of Common Units into which the Series A Preferred Units collectively held by the Purchaser and its Affiliates are convertible and (B) the number of Conversion Units which are then collectively held by the Purchaser and its Affiliates represent less than ten percent (10%) of the Common Units then outstanding and (iii) the Purchaser ceasing to be an Affiliate of The Blackstone Group L.P. Prior to the occurrence of a Designation Right Termination Event, GP LLC shall invite the Purchaser Designated Director to attend all meetings of each committee of the Board of Directors (other than the Audit Committee, the Conflicts Committee, the Compensation Committee, the Governance Committee, any pricing committee established for an offering of securities by the Partnership and any committee established to deal with conflicts with the Purchaser or its Affiliates) in a nonvoting observer capacity and, in this respect, shall give the Purchaser Designated Director copies of all notices, minutes, consents and other materials that it provides to such committee members.

Section 2. Miscellaneous.

(a) Notwithstanding anything herein to the contrary, all measurements and references related to Common Unit, Series A Preferred Unit or Conversion Unit numbers herein shall be, in each instance, appropriately adjusted for unit splits, unit re-combinations, unit distributions and the like.

(b) This Agreement, the Purchase Agreement and the other Basic Documents constitute the entire understanding and agreement between the parties with regard to the subject matter hereof and thereof.

(c) All notices and demands provided for hereunder shall be in writing and shall be given as provided to in Section 7.07 of the Purchase Agreement (with notices and demands to any of the Crosstex Entities to be sent care of the Partnership).

(d) Section and Exhibit references in this Agreement are references to the corresponding Section or Exhibit to this Agreement, unless otherwise specified. All Exhibits to this Agreement are hereby incorporated and made a part hereof as if set forth in full herein and are an integral part of this Agreement. All references to instruments and agreements are references to such instruments and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word “including” shall mean “including but not limited to” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Whenever any Crosstex Entity has an obligation under this Agreement, the expense of complying with that obligation shall be an expense of such Crosstex Entity unless otherwise specified. Whenever any determination, consent or approval is to be made or given by the Purchaser, such action shall be in such Purchaser’s sole discretion, unless otherwise specified in this Agreement. If any provision in this

Agreement is held to be illegal, invalid, not binding or unenforceable, (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect and (ii) the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Any words imparting the singular number only shall include the plural and vice versa. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

(e) This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), will be construed in accordance with and governed by the laws of the State of Delaware without regard to principles of conflicts of laws.

(f) Any action against any party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located within the State of Delaware, and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Delaware over any such action. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(g) THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVE, AND AGREE TO CAUSE THEIR AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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(h) No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

(i) Except as otherwise provided herein, no amendment, waiver, consent, modification or termination of any provision of this Agreement shall be effective unless signed by each of the parties hereto or thereto affected by such amendment, waiver, consent, modification or termination. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement and any consent to any departure by any Crosstex Entity from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on any Crosstex Entity in any case shall entitle such Crosstex Entity to any other or further notice or demand in similar or other circumstances. Any investigation by or on behalf of any party shall not be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein.

(j) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

(k) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any party hereto without the prior written consent of the other parties; provided, however, that any of the rights and obligations of the Purchaser hereunder may be transferred or assigned in whole or in part by the Purchaser to any Affiliate of the Purchaser (provided that such rights and obligations shall terminate and cease to be so transferred or assigned, upon any Affiliate to which such rights and obligations are transferred or assigned no longer being an Affiliate of the Purchaser).

(l) Each of the parties acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement and that it has executed the same with consent and upon the advice of said independent counsel. Each party and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto will be deemed the work product of the parties and may not be construed against any party by reason of its preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it is of no application and is hereby expressly waived.



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(m) Each party hereto acknowledge that each party would not have an adequate remedy at law for money damages in the event that this Agreement has not been performed in accordance with its terms, and therefore agrees that each other party shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

(n) Each of the parties hereto shall, from time to time and without further consideration execute such further instruments and take such other actions as any other party hereto shall reasonably request in order to fulfill its obligations under this Agreement to effectuate the purposes of this Agreement.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

CROSSTEX ENERGY, L.P.

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

By: Crosstex Energy GP, LLC,  
its general partner

By: /s/ Joe A. Davis

Name: Joe A. Davis

Title: Executive Vice President, General Counsel and Secretary

CROSSTEX ENERGY GP, L.P.

By: Crosstex Energy GP, LLC,  
its general partner

By: /s/ Joe A. Davis

Name: Joe A. Davis

Title: Executive Vice President, General Counsel and Secretary

CROSSTEX ENERGY GP, LLC

By: /s/ Joe A. Davis

Name: Joe A. Davis

Title: Executive Vice President, General Counsel and Secretary

CROSSTEX ENERGY, INC.

By: /s/ Joe A. Davis

Name: Joe A. Davis

Title: Executive Vice President, General Counsel and Secretary

*Signature Page to Board Representation Agreement*

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GSO CROSSTEX HOLDINGS LLC, by its Members

BLACKSTONE / GSO CAPITAL SOLUTIONS FUND LP

By: Blackstone / GSO Capital Solutions Associates LLC,  
its General Partner

By: /s/ George Fan  
George Fan – Authorized Signatory

GSO CROSSTEX HOLDINGS (US) INC.

By: /s/ Marisa Beeney  
Marisa Beeney – Authorized Signatory

*Signature Page to Board Representation Agreement*

**EXHIBIT A**

**AMENDMENT NO. 1 TO AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT OF  
CROSSTEX ENERGY GP, LLC**

AMENDMENT NO. 1 TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF CROSSTEX ENERGY GP, LLC (this "Amendment"), dated as of January 19, 2010, is by and among Crosstex Energy, Inc., a Delaware corporation ("CEI") and the sole Member of Crosstex Energy GP, LLC, a Delaware limited liability company (the "Company"). Capitalized terms used herein and not otherwise defined shall have their respective meanings as set forth in the Limited Liability Company Agreement of the Company (the "LLC Agreement").

WHEREAS, pursuant to the terms of that certain Board Representation Agreement dated as of the date hereof to which CEI and the Company are parties, the Member desires to amend the LLC Agreement as set forth herein.

NOW, THEREFORE, the LLC Agreement is hereby amended as follows:

Section 1. Amendment.

(a) Section 5.02 of the LLC Agreement is hereby amended and restated in its entirety as follows:

5.02 Number; Qualification; Tenure. The number of directors constituting the Board shall be two (the "Directors"), unless otherwise increased from time to time pursuant to a resolution adopted by the Directors. One of such directors shall be elected or approved by the Member and shall serve as Director of the Company until his or her death or removal from office or until his or her successors are elected and qualified. The other of such directors (the "Purchaser Designated Director") shall be elected or approved pursuant to that certain Board Representation Agreement dated as of January 19, 2010 to which the Company and the Member is a party (the "Board Representation Agreement") and shall serve until his or her death, resignation or removal from office or until his or her successors are elected and qualified, as provided in the Board Representation Agreement; provided, however, that upon the occurrence of a Designation Right Termination Event (as defined in the Board Representation Agreement), the Purchaser Designated Director shall be elected, approved, and may be removed by, and will resign upon the request of, the Member or the determination of a majority of the other Directors. Any additional directors shall be elected or approved by the Member and shall serve as directors of the Company until their death or removal from office or until their successors are elected and qualified.

As of the date of Amendment No. 1 to this Agreement, the Directors of the Company are Barry E. Davis, Rhys J. Best, Leldon E. Echols, Bryan H. Lawrence, Sheldon B. Lubar, Cecil E. Martin, Jr., Kyle D. Vann and D. Dwight Scott.

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(b) Section 5.08 of the LLC Agreement is hereby amended by adding the following proviso at the end of the last sentence of such Section:

; provided, however, that prior to a Designation Right Termination Event (as defined in the Board Representation Agreement) any vacancy by the Purchaser Designated Director shall be filled only as provided in the Board Representation Agreement.

(c) Section 5.10 of the LLC Agreement is hereby amended and restated in its entirety as follows:

5.10 **Removal.** Any Director or the entire Board may be removed, with or without cause, by the Member; provided, however, until the occurrence of a Designation Right Termination Event (as defined in the Board Representation Agreement), the Purchaser Designated Director shall be removed only as provided in the Board Representation Agreement.

(d) A new Section 5.11 is hereby added to the LLC Agreement as follows:

5.11 **Acknowledgement of Other Business Opportunities.** The Company and the Member acknowledge and agree that the Purchaser Designated Director may have interests in, participate with, assist and maintain seats on the board of directors or similar governing body of other businesses and that the Purchaser Designated Director may become aware of business opportunities that could be suitable for the Company or its affiliates. The Company and the Member (a) acknowledge that the Purchaser Designated Director shall have no duty to disclose to the Company or its affiliates any such business opportunities, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunities for itself and may use such business opportunity personally or in connection with such other businesses and (b) waive any claims it may have against the Purchaser Designated Director in connection with such business opportunities; provided, however, that during the Purchaser Designated Director's term of service and at all times thereafter, the Purchaser Designated Director shall not use or disclose, and shall maintain the confidentiality of, all information regarding the Company, its affiliates and their respective businesses obtained by the Purchaser Designated Director in the course of its service to the Company, except as necessary to discharge such Purchaser Designated Director's duties to the Company or any use or disclosure which counsel advises is required by applicable law.

Section 2. **Ratification of LLC Agreement.** Except as expressly modified and amended herein, all of the terms and conditions of the LLC Agreement shall remain in full force and effect.

Section 3. **Governing Law.** This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to principles of conflicts of laws.

*(Signature page follows)*

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**IN WITNESS WHEREOF**, the undersigned has executed this Amendment as of the date first set forth above.

MEMBER:

CROSSTEX ENERGY, INC.

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

GSO Crosstex Holdings LLC  
280 Park Avenue  
New York, New York 10017

January 6, 2010

Crosstex Energy, L.P.  
2501 Cedar Springs  
Dallas, Texas 75201

Ladies and Gentlemen:

This fee letter agreement (the "Fee Letter Agreement"), dated January 6, 2010, is between Crosstex Energy, L.P. ("Crosstex") and GSO Crosstex Holdings LLC (the "Purchaser"). Reference is made to the Series A Convertible Preferred Unit Purchase Agreement, dated January 6, 2010, between Crosstex and the Purchaser (the "Purchase Agreement"). Capitalized terms used in this Fee Letter Agreement but not defined herein are used with the meanings assigned to them in the Purchase Agreement.

As consideration for the Purchaser's agreement to enter into the Purchase Agreement, Crosstex hereby agrees to pay to the Purchaser or its designee concurrently with the Closing a fee (the "Fee") in an amount equal to three percent (3.00%) of the Purchase Price paid by the Purchaser on the Closing Date. The Fee is in addition to Crosstex's obligation to reimburse the Purchaser for fees and expenses as set forth in Section 7.01 of the Purchase Agreement.

You agree that, once paid at the Closing, the Fee or any part thereof payable hereunder and under the Purchase Agreement shall not be refundable under any circumstances. All Fees payable hereunder and under the Purchase Agreement shall be paid in immediately available funds to an account or accounts designated by the Purchaser.

This Fee Letter Agreement may not be amended or waived except by any instrument in writing signed by Crosstex and the Purchaser. This Fee Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. This Fee Letter Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

You agree that this Fee Letter Agreement and its contents are subject to the confidentiality provisions of the Purchase Agreement and the Non-Disclosure Agreement, except to the extent such information is required to be submitted to or filed with any Governmental Authority, including the Commission and the NASDAQ.

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Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter Agreement.

Very truly yours,

**GSO CROSSTEX HOLDINGS LLC**, by its Members

BLACKSTONE / GSO CAPITAL SOLUTIONS FUND LP

By: Blackstone / GSO Capital Solutions Associates LLC,  
its General Partner

By: /s/ George Fan  
George Fan – Authorized Signatory

GSO CROSSTEX HOLDINGS (US) INC.

By: /s/ Marisa Beeney  
Marisa Beeney – Authorized Signatory

Accepted and agreed to as of the date first above written:

**CROSSTEX ENERGY, L.P.**

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

By: Crosstex Energy GP, LLC, its general partner

By: /s/ Joe A. Davis  
Name: Joe A. Davis  
Title: Executive Vice President, General Counsel and Secretary



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that I, BENNETT J. GOODMAN, hereby make, constitute and appoint GEORGE FAN, acting individually, as my agent and attorney-in-fact for the purpose of executing in my name, (a) in my personal capacity or (b) in my capacity as Managing Member, member of or in other capacities with GSO LLC and each of its affiliates or entities advised by me or GSO LLC, all documents, certificates, instruments, statements, filings and agreements ("documents") to be filed with or delivered to any foreign or domestic governmental or regulatory body or required or requested by any other person or entity pursuant to any legal or regulatory requirement relating to the acquisition, ownership, management or disposition of securities, futures contracts or other investments, and any other documents relating or ancillary thereto, including without limitation all documents relating to filings with the Commodities Futures Trading Commission and National Futures Association, the United States Securities and Exchange Commission (the "SEC") pursuant to the Securities Act of 1933 or the Securities Exchange Act of 1934 (the "Act") and the rules and regulations promulgated thereunder, including all documents relating to the beneficial ownership of securities required to be filed with the SEC pursuant to Section 13(d) or Section 16(a) of the Act and any information statements on Form 13F required to be filed with the SEC pursuant to Section 13(f) of the Act.

All past acts of the attorneys-in-fact in furtherance of the foregoing are hereby ratified and confirmed.

This power of attorney shall be valid from the date hereof until revoked by me.

IN WITNESS WHEREOF, I have executed this instrument as of the 16th day of May, 2006.

/s/ BENNETT J. GOODMAN  
Bennett J. Goodman

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that I, J. ALBERT SMITH III, hereby make, constitute and appoint GEORGE FAN, acting individually, as my agent and attorney-in-fact for the purpose of executing in my name, (a) in my personal capacity or (b) in my capacity as Managing Member, member of or in other capacities with GSO LLC and each of its affiliates or entities advised by me or GSO LLC, all documents, certificates, instruments, statements, filings and agreements ("documents") to be filed with or delivered to any foreign or domestic governmental or regulatory body or required or requested by any other person or entity pursuant to any legal or regulatory requirement relating to the acquisition, ownership, management or disposition of securities, futures contracts or other investments, and any other documents relating or ancillary thereto, including without limitation all documents relating to filings with the Commodities Futures Trading Commission and National Futures Association, the United States Securities and Exchange Commission (the "SEC") pursuant to the Securities Act of 1933 or the Securities Exchange Act of 1934 (the "Act") and the rules and regulations promulgated thereunder, including all documents relating to the beneficial ownership of securities required to be filed with the SEC pursuant to Section 13(d) or Section 16(a) of the Act and any information statements on Form 13F required to be filed with the SEC pursuant to Section 13(f) of the Act.

All past acts of the attorneys-in-fact in furtherance of the foregoing are hereby ratified and confirmed.

This power of attorney shall be valid from the date hereof until revoked by me.

IN WITNESS WHEREOF, I have executed this instrument as of the 16th day of May, 2006.

/s/ J. ALBERT SMITH III  
J. Albert Smith III

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that I, DOUGLAS I. OSTROVER, hereby make, constitute and appoint GEORGE FAN, acting individually, as my agent and attorney-in-fact for the purpose of executing in my name, (a) in my personal capacity or (b) in my capacity as Managing Member, member of or in other capacities with GSO LLC and each of its affiliates or entities advised by me or GSO LLC, all documents, certificates, instruments, statements, filings and agreements ("documents") to be filed with or delivered to any foreign or domestic governmental or regulatory body or required or requested by any other person or entity pursuant to any legal or regulatory requirement relating to the acquisition, ownership, management or disposition of securities, futures contracts or other investments, and any other documents relating or ancillary thereto, including without limitation all documents relating to filings with the Commodities Futures Trading Commission and National Futures Association, the United States Securities and Exchange Commission (the "SEC") pursuant to the Securities Act of 1933 or the Securities Exchange Act of 1934 (the "Act") and the rules and regulations promulgated thereunder, including all documents relating to the beneficial ownership of securities required to be filed with the SEC pursuant to Section 13(d) or Section 16(a) of the Act and any information statements on Form 13F required to be filed with the SEC pursuant to Section 13(f) of the Act.

All past acts of the attorneys-in-fact in furtherance of the foregoing are hereby ratified and confirmed.

This power of attorney shall be valid from the date hereof until revoked by me.

IN WITNESS WHEREOF, I have executed this instrument as of the 16th day of May, 2006.

/s/ DOUGLAS I. OSTROVER  
Douglas I. Ostrover