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

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d)  
of The Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported) September 30, 2015**

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**STAR GAS PARTNERS, L.P.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-14129**  
(Commission  
File Number)

**06-1437793**  
(IRS Employer  
Identification No.)

**9 West Broad Street Suite 310, Stamford, CT 06902**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code (203) 328-7310**

**Not Applicable**  
(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01            Entry Into a Material Definitive Agreement**

Star Gas Partners, L.P., a Delaware limited partnership (the “Partnership”), has entered into a First Amendment dated as of September 30, 2015 (the “First Amendment”) to its Letter Agreement with Dan Donovan (“Donovan”), dated as of July 22, 2013 (the “Letter Agreement”), between the Partnership and Donovan. The Letter Agreement provides, among other things, for Donovan to serve as a consultant to the Partnership until the expiration of the Letter Agreement on September 30, 2015 for which Donovan would receive consulting fees of \$250,000 per annum.

The First Amendment extends the contract term of the Letter Agreement for an additional two years with the Letter Agreement now expiring on September 30, 2017. Donovan will continue to receive consulting fees of \$250,000 per annum. Mr. Donovan will also continue as a director of the Partnership’s general partner.

The description of the Amendment contained in this Form 8-K is qualified in its entirety to the text of the actual document that is filed as an exhibit hereto. The description of the Letter Agreement contained in this Form 8-K is qualified in its entirety by the text of the actual document that was filed as an exhibit to the Partnership’s Current Report on Form 8-K, filed with the SEC on July 23, 2013.

**Item 9.01            Financial Statement and Exhibits**

Exhibit 99.1        First Amendment to the Dan Donovan Letter Agreement.

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Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

STAR GAS PARTNERS, L.P.

By: Kestrel Heat, LLC (General Partner)

By: /s/ Richard Ambury

Name: Richard Ambury

Title: Chief Financial Officer

Date: October 2, 2015

Star Gas Partners, L.P.  
9 West Broad Street, Suite 310  
Stamford, CT 06902

September 30, 2015

Dan Donovan  
Star Gas Partners, L.P.  
9 West Broad Street, Suite 310  
Stamford, CT 06902

Re: First Amendment to Letter Agreement dated July 22, 2013

Dear Mr. Donovan:

This Amendment to the Letter Agreement (this "**Amendment**") amends that certain Letter Agreement dated as of July 22, 2013 and effective as of October 1, 2013 (the "**Letter Agreement**"), entered into by and between you, an individual ("**you**" or "**Donovan**"), and Star Gas Partners, L.P. and its subsidiaries (collectively the "**Partnership**"), regarding consulting services that you agreed to provide to the Partnership. (Capitalized terms not otherwise defined herein shall have the meaning assigned to such term in the Letter Agreement.)

In consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Letter Agreement as set forth in this Amendment.

**1. Amendment of the Letter Agreement.**

(a) The second sentence of Section 1 of the Letter Agreement is hereby amended and restated in its entirety to read as follows:

"You shall receive an annual consulting fee of \$250,000, payable monthly in arrears (except that consulting fees payable for the period October 1, 2013 - March 31, 2014 shall be deferred and paid on April 1, 2014), with respect to each of the 12 month periods ending September 30, 2014, September 30, 2015, September 30, 2016 and September 30, 2017 (each such 12 months period a "Contract Year" and together the "Contract Term") and you will be reimbursed for all expenses reasonably incurred by you in connection with these services.";

(b) The term this "Agreement" in the Letter Agreement shall include, in addition to its original meaning, this Amendment; and

(c) The Letter Agreement, as amended hereby, shall continue to be valid, binding and enforceable against all Parties in accordance with its terms. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the

Letter Agreement, and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Letter Agreement are ratified and confirmed and shall continue in full force and effect.

2. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

3. **Severability.** Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

4. **Headings.** The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

*[Signature Page Follows]*

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If the foregoing accurately reflects your understanding and agreement, please indicate as much by signing and returning to the Partnership the enclosed copy of this Amendment.

Very truly yours,

**STAR GAS PARTNERS, L.P.**

**By: Kestrel Heat, LLC, its general partner**

By: /s/ Richard Ambury

Name: Richard Ambury

Title: Chief Financial Officer

**ACKNOWLEDGED AND AGREED**

**AS OF THE DATE OF THIS LETTER AGREEMENT**

By: /s/ Dan Donovan

Name: Dan Donovan

[FIRST AMENDMENT TO THE LETTER AGREEMENT SIGNATURE PAGE]