STAR GAS PARTNERS LP
Form PRE 14A
December 28, 2005
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SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of

the Securities Exchange Act of 1934

Filed by the Registrant x

Filed by a Party other than the Registrant ¨

Check the appropriate box

x Preliminary Proxy Statement

¨ Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2)

¨ Definitive Proxy Statement

¨ Definitive Additional Material

¨ Soliciting Material Pursuant to [240.14a-11(c) or 240.14a-1]

STAR GAS PARTNERS, L.P.

(Name of Registrant as Specified in its Charter)

Not applicable

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box)

x No filing fee required.

¨ Fee computed on table below per Exchange Act Rules 14a-6(i)(4) and 0-11.

1) Title of each class of securities to which transaction applies:

2) Aggregate number of securities to which transaction applies:

3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11:

4) Proposed maximum aggregate value of transaction:

5) Total fee paid:

¨ Fee paid previously with preliminary materials.

¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

6) Amount Previously Paid:

7) Form, Schedule or Registration Statement No.:

8) Filing Party:

9) Date Filed:

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PRELIMINARY PROXY MATERIAL SUBJECT TO COMPLETION

STAR GAS PARTNERS, L.P.

2187 Atlantic Street

Stamford, CT 06902

To our Unitholders:

You are cordially invited to attend a special meeting of the unitholders of Star Gas Partners, L.P. (Star Gas Partners) to be held at the offices of , , on , 2006, at a.m. local time. The board of directors of Star Gas LLC (Star Gas), our general partner, has called the special meeting.

The board of directors of Star Gas has approved a strategic recapitalization of Star Gas Partners that, if approved by unitholders and completed, would result in a reduction in the outstanding amount of our 10.25% senior notes due 2013 (senior notes) of between approximately $87 million and $100 million and the issuance of approximately 42,171,308 new common units.

At the special meeting you will be asked to consider and approve the issuance and sale to Kestrel Energy Partners, LLC (Kestrel) or its affiliates of a minimum of 7,500,000 common units and a maximum of 25,000,000 common units at a purchase price of $2.00 per unit, pursuant to the terms and conditions of a unit purchase agreement dated as of December 5, 2005 (the unit purchase agreement), by and among Star Gas Partners, Star Gas, Kestrel, Kestrel Heat, LLC, (Kestrel Heat) and KM2, LLC (M2). A copy of the unit purchase agreement is attached to the enclosed proxy statement as Annex A.

As part of the proposed recapitalization, you will also be asked to approve the election of Kestrel Heat, as successor general partner to Star Gas, and the adoption of amendments to Star Gas Partners amended and restated agreement of limited partnership that reflect the election of Kestrel Heat as successor general partner and revise the terms of our partnership securities in several respects, as further described in the proxy statement, including the conversion of each outstanding senior subordinated unit and junior subordinated unit into one common unit.

The board of directors of Star Gas has determined that the proposed recapitalization is in the best interests of Star Gas Partners and our unitholders and recommends that unitholders vote FOR each of the recapitalization proposals.

Representation of your units at the meeting is very important. Your vote is important, no matter how many or how few units you hold. We urge you, whether or not you plan to attend the meeting, to promptly date, sign and return the enclosed proxy in the envelope furnished for that purpose. If you attend the meeting, you may, if you wish, revoke your proxy and vote in person.

The Board of Directors of

Star Gas LLC, the general partner of

Star Gas Partners, L.P.

Please see the sections entitled Important Considerations, The Recapitalization Reasons for the Recapitalization that the Board Considered; Recommendations of the Board and Interest of Certain Persons in the Recapitalization for a discussion of potential advantages and disadvantages and other factors which you should consider in connection with the recapitalization proposal.

If you need assistance in voting your Star Gas Partners units, please call the firm assisting us in the solicitation of proxies for the special meeting.

Georgeson Shareholder

Call toll free: (800) 960-7546

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PRELIMINARY PROXY MATERIAL SUBJECT TO COMPLETION

STAR GAS PARTNERS, L.P.

2187 Atlantic Street

Stamford, CT 06902

NOTICE OF SPECIAL MEETING OF UNITHOLDERS

TO BE HELD ON , 2006

To our Unitholders:

We, the board of directors of Star Gas, the general partner of Star Gas Partners, give notice that a special meeting of our unitholders will be held at the offices of on , 2006, at a.m. local time. At the meeting, our unitholders will act on the following matters:

Proposal 1. Approval of the issuance of:

7,500,000 new common units at a purchase price of $2.00 per unit to Kestrel Heat and M2, wholly owned subsidiaries of Kestrel, on the terms and subject to the conditions set forth in the unit purchase agreement dated as of December 5, 2005 in the form attached to this proxy statement as Annex A;

17,500,000 new common units in an offering of non-transferable rights to our common unitholders at an exercise price of $2.00 per unit, with a standby commitment from M2 to purchase all units that are not subscribed for in the rights offering;

13,433,962 (subject to adjustment based on rounding) new common units upon the conversion by certain holders of Star Gas Partners 10.25% senior notes due 2013 of approximately $26.9 million in principal amount of senior notes at a conversion price of $2.00 per unit; and

3,737,346 new common units upon the conversion of each outstanding senior subordinated unit and each outstanding junior subordinated unit into one common unit in accordance with the terms and conditions of the second amended and restated agreement of limited partnership submitted to unitholders for approval in Proposal 3.

Proposal 2. Approval of the election of Kestrel Heat as successor general partner upon the withdrawal of Star Gas; and

Proposal 3. The adoption of a second amended and restated agreement of limited partnership of Star Gas Partners, substantially in the form attached to the proxy statement as Annex B, that will, among other matters, reflect the election of Kestrel Heat as successor general partner upon the withdrawal of Star Gas and revise the terms and distribution rights of our partnership securities as further described in this proxy statement, including the conversion of each outstanding senior subordinated unit and junior subordinated unit into one common unit, as indicated in Proposal 1 above.

The form of proxy provides unitholders with the opportunity to vote on each of the three proposals to effect the recapitalization separately. However, none of the proposals will be implemented unless all three proposals are approved by unitholders. Under our partnership agreement, proposal 1 requires the approval of a majority of the outstanding common units and proposals 2 and 3 require the approval of a unit majority which means (i) a majority of common units entitled to vote and outstanding as of the record date, and (ii) a majority of senior subordinated units and junior subordinated units, voting together as one class, entitled to vote and outstanding as of the record date, in each case excluding units owned by Star Gas or its affiliates, including its executive officers, directors and members. Under the NYSE rules, proposal 1 requires the approval of a majority of the votes cast by the holders of the common units and senior subordinated units, provided that the total votes cast on the proposal represent at least 50% of all units entitled to vote, and proposals 2 and 3 do not require unitholder approval.

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We are sending this proxy statement to our unitholders on or about , 2006. We have set the close of business on , 2006 as the record date for determining which unitholders are entitled to receive notice of and to vote at the special meeting or any postponements or adjournments thereof. A list of unitholders entitled to vote is on file at our principal offices, 2187 Atlantic Street, Stamford, CT 06902, and will be available for inspection by any unitholder during the meeting.

If you cannot attend the special meeting, you may vote over the telephone or the Internet as instructed on the enclosed proxy card or by mailing the proxy card in the enclosed postage-prepaid envelope. Any unitholder attending the meeting may vote in person even though he or she already has returned a proxy card or voted by telephone or through the Internet.

The Board of Directors of

Star Gas LLC, the general partner of

Star Gas Partners, L.P.

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS PROXY STATEMENT OR DOCUMENTS INCORPORATED BY REFERENCE IN THIS PROXY STATEMENT. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH DIFFERENT INFORMATION. THIS PROXY STATEMENT IS DATED , 2006. YOU SHOULD ASSUME THAT THE INFORMATION CONTAINED IN THIS PROXY STATEMENT IS ACCURATE AS OF THAT DATE ONLY. OUR BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS AND PROSPECTS MAY HAVE CHANGED SINCE THAT DATE.

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STAR GAS PARTNERS, L.P.

2187 Atlantic Street

Stamford, CT 06902

PROXY STATEMENT

SPECIAL MEETING OF UNITHOLDERS

, 2006

This proxy statement contains information related to the special meeting of unitholders of Star Gas Partners and any postponements or adjournments thereof. The special meeting will be held on , 2006 beginning at a.m. local time at .

At the meeting, our unitholders will act on the following matters:

Proposal 1. Approval of the issuance of:

7,500,000 new common units at a purchase price of $2.00 per unit to Kestrel Heat and M2, wholly owned subsidiaries of Kestrel, on the terms and subject to the conditions set forth in the unit purchase agreement dated as of December 5, 2005 in the form attached to this proxy statement as Annex A;

17,500,000 new common units in an offering of non-transferable rights to our common unitholders at an exercise price of $2.00 per unit, with a standby commitment from M2 to purchase all units that are not subscribed for in the rights offering;

13,433,962 (subject to adjustment based on rounding) new common units upon the conversion by certain holders of Star Gas Partners 10.25% senior notes due 2013 of approximately $26.9 million in principal amount of senior notes at a conversion price of $2.00 per unit; and

3,737,346 new common units upon the conversion of each outstanding senior subordinated unit and each outstanding junior subordinated unit into one common unit in accordance with the terms and conditions of the second amended and restated agreement of limited partnership submitted to unitholders for approval in Proposal 3.

Proposal 2. Approval of the election of Kestrel Heat as successor general partner upon the withdrawal of Star Gas; and

Proposal 3. The adoption of a second amended and restated agreement of limited partnership of Star Gas Partners, substantially in the form attached to the proxy statement as Annex B, that will, among other matters, reflect the election of Kestrel Heat as successor general partner upon the withdrawal of Star Gas and revise the terms and distribution rights of our partnership securities as further described in this proxy statement, including the conversion of each outstanding senior subordinated unit and junior subordinated unit into one common unit, as indicated in Proposal 1 above.

This proxy statement is first being mailed to Star Gas Partners unitholders on or about , 2006.

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FORWARD-LOOKING STATEMENTS

Many of the statements contained in this proxy statement, including, without limitation, statements regarding our business strategy, plans and objectives of our management for future operations are forward-looking within the meaning of the federal securities laws. These statements use forward-looking words, such as anticipate, continue, expect, may, will, estimate, believe or other similar words. These statements disc expectations or contain projections. Although we believe that the expectations reflected in the forward-looking statements are reasonable, actual results may differ from those suggested by the forward-looking statements for various reasons, including:

- the approval of the recapitalization;
- the effect of weather conditions on our financial performance;
- the price and supply of home heating oil;
- the consumption patterns of our customers;
- our ability to obtain satisfactory gross profit margins;
- our ability to obtain new customers and retain existing customers;
- our ability to effect strategic acquisitions or redeploy assets;
- the ultimate disposition of excess proceeds from the sale of the propane segment should the recapitalization not be consummated;
- the impact of litigation;
- the impact of the business process redesign project at the heating oil segment and our ability to address issues related to that project;
- natural gas conversions;
- future union relations and the outcome of current union negotiations;
- the impact of current and future environmental, health and safety regulations;
- customer creditworthiness; and

marketing plans.

The above factors, as well as the factors set forth under Item 1A Risk Factors of our Annual Report on Form 10-K for the fiscal year ended September 30, 2005, which is attached to this proxy statement as Annex C, could cause our actual results to differ materially from those contained in any forward-looking statement. We disclaim any obligation to update the above list or to announce publicly the result of any revisions to any of the forward-looking statements to reflect future events or developments.

Throughout this proxy statement, we refer to ourselves, Star Gas Partners, L.P., as we or us or Star Gas Partners. We sometimes refer to the board of directors of our general partner, Star Gas, as our board of directors, our board, the board, Star Gas board or Star Gas Partners board

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SUMMARY

This summary highlights selected information from this proxy statement and does not contain all of the information that is important to you. To fully understand the transaction, and for a more complete description of legal terms, you should read carefully this entire document and the documents to which we have referred you. A glossary of terms used in this proxy statement begins on page 83.

About Star Gas Partners

Star Gas Partners. We are the largest retail distributor of home heating oil in the United States, based on volume as reported by the National Oilheat Research Alliance Organization, March 2003. Our home heating oil operations serve approximately 480,000 customers in the Northeast and Mid-Atlantic regions. For the fiscal year ended September 30, 2005, our home heating oil segment sold 487 million gallons of home heating oil. We were also formerly engaged as a retail distributor of propane until December 17, 2004 when we sold our propane segment.

Our executive offices are located at 2187 Atlantic Street, Stamford, Connecticut 06902. The telephone number is (203) 328-7310.

The Recapitalization (see pages 25 to 43)

The board of directors of Star Gas has approved a strategic recapitalization of Star Gas Partners that, if approved by unitholders and completed, would result in a reduction in the outstanding amount of our senior notes of between approximately $87 million and $100 million and the issuance of approximately 42,171,308 new common units.

The recapitalization includes a commitment by Kestrel and its affiliates to purchase $15 million of new equity capital and provide a standby commitment in a $35 million rights offering to our common unitholders, each at a price of $2.00 per common unit. We would utilize the $50 million in new equity financing, together with additional funds from operations, to repurchase at least $60 million in face amount of our senior notes and, at our option, up to approximately $73.1 million of senior notes. In addition, certain noteholders have agreed to convert approximately $26.9 million in face amount of such notes into 13,433,962 (subject to adjustment based on rounding) new common units at a conversion price of $2.00 per unit in connection with the closing of the recapitalization.

Unit Purchase Agreement. We have entered into a unit purchase agreement with Kestrel and its affiliates, which provides for, among other things: the receipt by us of $50 million in new equity financing through the issuance to Kestrel s affiliates of 7,500,000 common units at $2.00 per unit for an aggregate of $15 million and the issuance of an additional 17,500,000 common units in a rights offering to our common unitholders at an exercise price of $2.00 per unit for an aggregate of $35 million. The rights will be non-transferable, and an affiliate of Kestrel has agreed to buy any common units not subscribed for in the rights offering. Under the terms of the unit purchase agreement, Kestrel Heat will become our new general partner and Star Gas, our current general partner, will receive no consideration for its withdrawal as general partner.

Noteholder Agreements. We have entered into agreements with the holders of approximately 94% in principal amount of our senior notes that provide that these noteholders will tender their senior notes to us at par for:

a pro rata portion of $60 million or, at our option, up to approximately $73.1 million in cash;

13,433,962 (subject to adjustment based on rounding) new common units at a conversion price of $2.00 per unit (which new units would be acquired by certain noteholders exchanging approximately $26.9 million in face amount of senior notes); and

new notes representing the remaining face amount of the tendered notes.

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The closing of the tender offer for the senior notes is conditioned upon the simultaneous closing of the transactions under the Kestrel unit purchase agreement.

Subject to and until the closing of the recapitalization, these noteholders have agreed not to accelerate indebtedness due under the senior notes or initiate any litigation or proceeding with respect to the senior notes. The consenting noteholders have further agreed:

to waive certain potential defaults under the indenture;

not to tender the senior notes in the change of control offer which will be required to be made by us following the closing of the transactions under the unit purchase agreement with Kestrel; and

to consent to certain amendments to the existing indenture.

The agreements with the consenting noteholders further provide for the termination of their provisions in the event that the Kestrel unit purchase agreement is no longer in effect. The understandings and agreements contemplated by these transactions will terminate if the transaction does not close prior to April 30, 2006.

Amendments to Partnership Agreement. The unit purchase agreement provides for the adoption of a second amended and restated agreement of limited partnership that will, among other things, provide for the following:

Conversion of Senior Subordinated Units and Junior Subordinated Units into Common Units. The proposed amendments will provide for the mandatory conversion of each outstanding senior subordinated unit and each junior subordinated unit into one common unit, as a result of which the subordination period (as defined in our partnership agreement) will end.

Reduction of the Minimum Quarterly Distribution. The proposed amendments will reduce the minimum quarterly distribution on the common units from $0.575 per unit per quarter, or $2.30 per year, to $0.0 per unit through September 30, 2008 and to $0.0675 per unit, or $0.27 per year, thereafter. The amendment will also eliminate all previously accrued cumulative distribution arrearages, which aggregated $92.5 million at November 30, 2005. We believe that this amendment will more closely align the minimum quarterly distribution with the levels of available cash that we expect to generate in the future.

Reduction of Incentive Distribution Levels. The proposed amendments will reduce the target distribution levels for the incentive distribution rights so that, commencing with the quarter beginning October 1, 2008, or, if we elect to commence making distributions sooner, the quarter in which any distribution of available cash is made, the new general partner units in the aggregate will be entitled to receive 10% of the cash distributions in a quarter once each common unit and general partner unit has received $.0675 for that quarter, plus any arrearages on the common units from prior quarters, and 20% of the cash distributions in a quarter once each common unit and general partner unit has received $.1125 for that quarter, plus any arrearages on the common units from prior quarters. Under the partnership agreement as currently in effect, the senior subordinated units, junior subordinated units and general partner units are not entitled to receive incentive distributions until $0.604 has been distributed on each common unit for a quarter, plus any arrearages on the common units for prior quarters.

Suspension of Mandatory Distribution of Available Cash. We suspended distributions on our senior subordinated units, junior subordinated units and general partner units on July 29, 2004 and on our common units on October 18, 2004. The proposed

amendments will provide that we are not required to distribute available cash through the quarter ending September 30, 2008. We currently do not intend to make distributions of available cash during this period, even if we have available cash to distribute.

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Reasons for the Recapitalization; Potential Advantages and Disadvantages of the Recapitalization (see pages 30 to 33)

Reasons for the Recapitalization

As discussed under The Recapitalization-Background, during fiscal 2004, we experienced difficult operating and financial conditions as a result of our inability to pass on the full impact of record wholesale heating oil prices to customers and the effects of unusually high net customer attrition principally related to our heating oil segment s operational restructuring. Prior to the 2004 winter heating season, our heating oil segment attempted to develop a comprehensive advantage in customer service, and as part of that effort, centralized its heating equipment service dispatch and engaged a centralized call center to fulfill its telephone requirements for the majority of its home heating oil customers. We experienced difficulties in advancing this initiative during the fiscal year ended September 30, 2004, which adversely impacted our customer base, product sales and costs. These conditions led to the suspension of distributions on our senior subordinated units, junior subordinated units and general partner units on July 29, 2004 and to the suspension of distributions on the common units on October 18, 2004. We continued to experience difficult operating and financial conditions in fiscal 2005. As indicated below, we believe that the recapitalization would permit us to address the problems resulting from these difficult operating and financial conditions in a manner that would be beneficial to our unitholders.

Certain Potential Advantages of the Proposed Recapitalization to Common Unitholders:

Reduce Liquidity Concerns. The use of the $50 million in new equity financing, together with additional funds from operations, to repurchase at least $60 million in face amount of our senior notes and, at our option, up to $73.1 million in senior notes, and the conversion of an additional $26.9 million in face amount of senior notes into equity in connection with the closing of the recapitalization would substantially strengthen our balance sheet and thereby reduce our concerns about liquidity and a shortage of capital. We believe this would provide us with the financial flexibility to better manage this period of high oil prices and to continue our program to improve operating results.

Facilitate Future Acquisitions. The repayment or conversion into equity of between $87 million and $100 million in senior notes would significantly reduce our indebtedness, which should help to facilitate our access to the capital markets to obtain equity capital and debt financing for acquisitions. If we are unable to access additional capital to grow our business, we may be adversely affected in our ability to maintain or increase our customer base, which could further erode our ability to generate available cash. Reducing our indebtedness should enhance our ability to make acquisitions, which could help offset the current and continuing net customer attrition rates.

Simplify Capital Structure. The elimination of the cumulative common unit arrearages and the conversion of the senior subordinated units and junior subordinated units into common units would simplify our capital structure, which should help to facilitate our access to the capital markets. We believe that it would be difficult to issue new common or subordinated units while our existing common units are subject to significant arrearages for past distributions, which could adversely affect our ability to obtain debt financing for acquisitions since an important element of obtaining debt financing is our ability to access equity markets to repay the debt. If we are limited in our ability to access capital to grow the business, we may be adversely affected in our ability to maintain or increase our customer base. Such reduction of activity could further erode our ability to generate available cash.

Experience of Kestrel Representatives. Subject to the closing of the transactions contemplated by the unit purchase agreement, Star Gas will withdraw as general partner and Kestrel Heat will become our new general partner. Kestrel will be entitled to elect the board of directors of the general partner. We expect to benefit from the ability of the Kestrel representatives who have substantial experience in the energy markets. Paul

A. Vermylen, Jr., the President of Kestrel, served as an executive officer of Meenan Oil Co., L.P., a heating oil company, for 18 years before it was sold to Star Gas Partners in 2001.

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Agreements With Senior Noteholders. The agreements with the holders of 94% of the senior notes would largely eliminate the costs and significant risks associated with the potential for litigation and alleged defaults under the indenture for our senior notes involving, among other matters, our use of proceeds from the sale of our propane segment. If this matter was not resolved and we were unsuccessful in defending our position in any future claim that might be brought by noteholders, this would constitute an event of default if declared by either of the holders of 25% in principal amount of the senior notes or by the trustee and in such event all amounts due under the senior notes would become immediately due and payable. An acceleration of our senior notes would have a material adverse effect on our ability to continue as a going concern. The report of our independent registered public accounting firm on our consolidated financial statements as of September 30, 2005 and 2004, and for the three years ended September 30, 2005, includes an explanatory paragraph with respect to the impact of this matter on our ability to continue as a going concern if this matter is resolved adversely to us.

Certain potential disadvantages of the proposed recapitalization to common unitholders:

Elimination of Previously Accrued Cumulative Distribution Arrearages. Arrearages on the common units that have accrued through the date of the closing of the recapitalization proposal would be eliminated. As of November 30, 2005, cumulative distribution arrearages on all outstanding units aggregated $92.5 million.

Reduction and Postponement of Minimum Quarterly Distributions. The approval of the proposals would result in a reduction of the minimum quarterly distribution from the current $0.575 per common unit to $0.0675 per common unit. Also there would be no mandatory distributions on the common units until at least fiscal 2009. However, regardless of whether the minimum quarterly distribution is reduced, the board of directors of our general partner has concluded that (absent the proposed recapitalization) we are not generating enough available cash to pay any quarterly distributions and/or arrearages at the present time or in the foreseeable future.

Increased Distributions to General Partner. If the proposals are approved, the general partner would be entitled to receive a substantially higher percentage of cash distributed above $0.0675 per unit than under the existing partnership agreement as a result of the revisions to the incentive distribution payments to allocate all incentive distributions to the holders of the general partner units. The reduction of the minimum quarterly distribution would mean that the general partner would be able to receive incentive distributions sooner.

Depressed Purchase Price. The price per common unit that we would receive from Kestrel Heat and M2 and in connection with the rights offering is close to the bottom of the trading range for our common units since we became a public partnership, but such price represents a 34% premium to the closing sales price of the common units on the last trading day prior to the public announcement of the recapitalization transaction.

Substantial Dilution. The number of common units outstanding would increase from 32,165,528 to approximately 74,336,836, representing a significant dilution to existing unitholders. However, common unitholders who participate in the rights offering would be able to reduce the dilution in their unit holdings.

Termination of Subordination Period. The termination of the subordination period would eliminate the priority of payment to the common unitholders in preference to the senior subordinated units and junior subordinated units. In addition, the termination of the subordination period would eliminate the requirement that the general partner receive unitholder approval for issuance of more than a certain number of additional common units during the subordination period. However, the rules of the NYSE generally would require prior unitholder approval before we could issue common units in excess of 20% of the then currently issued and outstanding common units in a single or series of related transactions other than a public offering for cash.

Restriction on Use of NOLs. As of September 30, 2005, Star/Petro, Inc., had net operating losses of approximately $181.7 million. We believe that the issuance of units in the recapitalization will likely result in an ownership change of our corporate subsidiary, Star/Petro, Inc. (Star/Petro), under the Internal Revenue Code

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of 1986, as amended (Tax Code). As a result of this ownership change, Star/Petro will be materially restricted in its ability to use its net operating loss carryforwards. To the extent that these net operating loss carryforwards cannot be used to reduce Star/Petro s taxable income, Star/Petro will have less cash to distribute to us and we will have less cash to distribute to our unitholders.

Potential Advantages and Disadvantages to Senior Subordinated Unitholders and Junior Subordinated Unitholders:

In addition to the certain potential advantages to the common unitholders, the following are certain potential advantages of the proposed recapitalization to senior subordinated unitholders and junior subordinated unitholders:

Increased Likelihood of Distributions. The conversion of each outstanding senior subordinated unit and junior subordinated unit into one common unit will eliminate the priority common units had on distributions ahead of the senior subordinated units and junior subordinated units and will significantly increase the likelihood that we will resume distributions to the holders of these units.

In addition to the certain potential disadvantages to the common unitholders, the following are certain potential disadvantages of the proposed recapitalization to senior subordinated and junior subordinated unitholders:

No Incentive Distributions. The right of the senior subordinated units and junior subordinated units to receive incentive distributions would be eliminated. However, given that as of September 30, 2005 we had approximately $92.5 million in accrued distribution arrearages on the common units that must be paid prior to the payment of any incentive distributions, it is unlikely that any incentive distributions would be received by the holders of senior subordinated units in the foreseeable future.

No Separate Class Vote. The senior subordinated and junior subordinated units would lose their right to vote separately as a class during the subordination period on all matters on which unitholders are entitled to vote. However, the separate class vote was originally intended to protect the rights of the subordinated unitholders when they constituted a junior class of securities to the common units, which would no longer be the case once the subordinated units are converted in common units.

Dilution. Subordinated units would not be allowed to participate in the rights offering being made to the holders of common units, and therefore would be diluted to a greater extent than the holders of common units who participate in the rights offering.

Important Considerations (see pages 20 to 24)

We refer you to Important Considerations beginning on page 20, which discusses certain important matters that you should carefully consider in evaluating the recapitalization proposals.

Recommendations of the Board of Directors

(see page 33)

After considering the advice of its independent legal counsel and financial advisor, the board of directors believes that the transaction is fair to, and in the best interests of, the Star Gas Partners unitholders. The board of directors of Star Gas unanimously recommends that Star Gas Partners unitholders vote FOR each of the recapitalization proposals.

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Each of Star Gas Partners executive officers and directors who owns units has indicated that he intends to vote in favor of each of the proposals. These officers and directors own in the aggregate 35,125 common units, 290,037 senior subordinated units and 53,426 junior subordinated units. The votes of affiliates of Star Gas, including its executive officers, directors and members, will be excluded for the purposes of the votes required to approve proposals 2 and 3.

Opinion of Jefferies & Company, Inc.

(see pages 33 to 40)

On December 2, 2005, Jefferies & Company, Inc., or Jefferies, rendered to Star Gas board of directors its opinion as investment bankers to the effect that, as of that date and based upon and subject to the various considerations and assumptions set forth therein, the Recapitalization Transaction (as defined in such opinion), taken as a whole, was fair, from a financial point of view, to the existing holders of common units on that date. The full text of the Jefferies opinion, which sets forth the assumptions made, matters considered and limitations on the scope of review undertaken by Jefferies in rendering its opinion, is attached to this proxy statement as Annex D. See The Recapitalization Opinion of Jefferies & Company, Inc. or such Annex D for a description of the Recapitalization Transaction as used in the Jefferies opinion. Star Gas and its board of directors encourage the holders of common units to read the Jefferies opinion carefully and in its entirety. The summary of the Jefferies opinion in this proxy statement is qualified in its entirety by reference to the full text of the Jefferies opinion. **The Jefferies opinion was provided to Star Gas board of directors in connection with its consideration of the proposed recapitalization, taken as a whole, and does not address the underlying business decision of Star Gas Partners to engage in the proposed recapitalization or the terms of the unit purchase agreement and the documents referred to therein. The Jefferies opinion addresses only the fairness, from a financial point of view and as of the date of the Jefferies opinion, of the Recapitalization Transaction, taken as a whole, to existing holders of common units as of the date of its opinion, and does not address any individual element of the Recapitalization Transaction. The Jefferies opinion does not constitute a recommendation as to how any holder of units should vote on the Recapitalization, or as to whether any holder of common units should exercise rights to acquire additional common units in the rights offering.**

Interests of Certain Persons in the Recapitalization (see pages 42 to 43)

In connection with the proposed recapitalization, our current general partner, Star Gas, will withdraw as general partner by contributing its general partner units and its .01% equity interest in Star/Petro to Star Gas Partners for no consideration.

Kestrel has proposed that following the closing of the recapitalization, Mr. William P. Nicoletti, the chairman of the board of Star Gas, Mr. Joseph P. Cavanaugh, the chief executive officer and a director of Star Gas, and Mr. Daniel P. Donovan, the president of Star Gas, would become directors of Kestrel Heat. Mr. Paul Biddelman, Mr. Stephen Russell and Mr. Irik P. Sevin, the other three directors of Star Gas, will not become directors of Kestrel Heat. In addition, if the recapitalization is consummated, Mr. Cavanaugh, Mr. Donovan and Mr. Richard F. Ambury, the chief financial officer of Star Gas, would continue to be employed by us under the terms of their current employment arrangements. If Kestrel Heat is elected successor general partner, the proposed directors and executive officers of Kestrel Heat will have interests in the proposed recapitalization as described in Information Regarding Kestrel Heat below.

The unit purchase agreement provides in general that Kestrel will cause Star Gas Partners to maintain, for a period of six years after the completion of the transaction, the current indemnification agreements and provisions for Star Gas officers and directors and the current policies of directors and officers liability insurance maintained by Star Gas Partners, or policies of at least the same coverage and amounts containing terms and conditions that are no less advantageous, with respect to claims arising from facts or events that occurred on or before the date of the completion of the transaction.

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The membership interests in Star Gas are owned by Irik P. Sevin, Audrey L. Sevin and Hanseatic Americas, Inc. Mr. Sevin is a director of Star Gas. Star Gas and its members own an aggregate of 314,305 senior subordinated units and 345,364 junior subordinated units that will be converted into common units in connection with the proposed recapitalization. Mr. Paul Biddelman, who is a director of Star Gas, is an executive officer of Hanseatic Corporation, the sole managing member of Hanseatic Americas, LDC, which is the indirect parent of Hanseatic Americas, Inc.

In addition, the executive officers and directors of Star Gas (excluding Mr. Sevin) own an aggregate of 18,561 senior subordinated units that will be converted into common units in connection with the proposed recapitalization.

Kestrel has agreed that Star Gas Partners shall continue to reimburse Star Gas for amounts that are payable by Star Gas to Mr. Sevin under his agreement dated March 7, 2005.

Market Prices and Related Matters

Our common units and senior subordinated units are listed and traded on the New York Stock Exchange under the symbol SGU and SGH, respectively.

During the fiscal year ended September 30, 2005, the high and low sales prices of our common units were $22.23 and $1.94, respectively, and the high and low sales prices of our senior subordinated units were $14.05 and $1.15, respectively.

At December 2, 2005, the last trading day prior to our public announcement of the recapitalization transaction, the closing sales price of the common units and senior subordinated units was $1.32 and $1.89, respectively. On December 27, 2005, the last trading day prior to the commencement of the printing of this proxy statement, the closing sales price of the common units and senior subordinated units was $1.72 and $1.75, respectively.

For additional information concerning the market prices of our common units and senior subordinated units and information concerning distributions, see Item 5 Market for the Registrant s Units and Related Matters from our Annual Report on Form 10-K for the fiscal year ended September 30, 2005, which is attached hereto as Annex C.

The Meeting; Required Vote

The special meeting of unitholders to vote on the recapitalization proposals will be held on , at a.m., local time, at (the Meeting). The recapitalization cannot be effected without approval of each of the recapitalization proposals. Under our partnership agreement, proposal 1 requires the approval of a majority of the outstanding common units and proposals 2 and 3 require the approval of a unit majority, which means (i) a majority of common units entitled to vote and outstanding as of the record date, and (ii) a majority of senior subordinated units and junior subordinated units, voting together as one class, entitled to vote and outstanding as of the record date, in each case excluding units owned by Star Gas or its affiliates, including its executive officers and directors and members. Under the NYSE rules,

proposal 1 requires the approval of a majority of the votes cast by the holders of the common units and senior subordinated units, voting as a single class, provided that the total votes cast on the proposal represent at least 50% of all units entitled to vote, and proposals 2 and 3 do not require unitholder approval. None of the proposals will be implemented unless all three recapitalization proposals are approved by unitholders.

Material U.S. Federal Income Tax Consequences (see pages 44 to 46)

In general, the recapitalization is not expected to result in taxable income or loss to the unitholders. See Material U.S. Federal Income Tax Consequences.

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Description of Common Units and other Partnership

Interests Following the Recapitalization (see pages 69 to 73)

Units to be Outstanding After the Recapitalization	Approximately 74,336,836 common units, representing a combined 99.6% limited partner interest, and 325,729 general partner units, representing a combined 0.4% general partner interest.
Requirement to Distribute Available Cash	Within 45 days following the end of each quarter commencing with the quarter beginning October 1, 2008, Star Gas Partners is required to distribute 100% of its available cash with respect to such quarter to partners as of the record date selected by the general partner in its reasonable discretion. Star Gas Partners has no obligation to distribute available cash through the quarter ending September 30, 2008 and currently has no intention of making any such distributions.
Definition of Available Cash	Available cash for any quarter will continue to consist of all cash on hand at the end of that quarter, as adjusted for reserves. The general partner has broad discretion in establishing reserves.
Minimum Quarterly Distribution	$0.0 through the quarter ending September 30, 2008 and $0.0675 per unit per quarter or $0.27 per unit per year thereafter.
First Target Distribution Level	$0.1125 per unit per quarter thereafter or $0.45 per unit per year.
Distribution of Available Cash from Operating Surplus	Available cash from operating surplus with respect to any quarter will be distributed in the following manner: First, 100% to the common units, pro rata, until we distribute to each common unit the minimum quarterly distribution of $0.0675; Second, 100% to the common units, pro rata, until we distribute to each common unit any arrearages in payment of the minimum quarterly distribution on the common units for prior quarters; Third, 100% to the general partner units, pro rata, until we distribute to each general partner unit the minimum quarterly distribution of $0.0675; Fourth, 90% to the common units, pro rata, and 10% to the general partner units, pro rata, until we distribute to each common unit the first target distribution of $0.1125; and Thereafter, 80% to the common units, pro rata, and 20% to the general partner units, pro rata.

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Subordination Period	Because all senior subordinated units and junior subordinated units will convert into common units, the subordination period will end. All outstanding limited partner units will be common units.
Voting	Approval of a majority of the outstanding common units, including common units owned by the general partner and its affiliates, is required for the following: certain amendments to our partnership agreement; the merger of our partnership or the sale of all or substantially all of our assets; and the dissolution of our partnership.

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Financial Information

Unit Issuances

The following table shows the approximate number of units outstanding before and after the proposed recapitalization.

	Before Transaction*		After Transaction	
	Number	Percentage	Number	Percentage
Common Units				
Existing common units	32,165,528	88.8%	32,165,528	43.1%
Issued to Kestrel entities			7,500,000	10.1%
Issued in rights offering			17,500,000	23.4%
Issued to senior noteholders			13,433,962	18.0%
Issued to subordinated unitholders			3,737,346	5.0%
Subtotal	32,165,528	88.8%	74,336,836	99.6%
Subordinated Units				
Senior subordinated units	3,391,982	9.4%		
Junior subordinated units	345,364	0.9%		
Subtotal	3,737,346	10.3%		
General Partner Units	325,729	0.9%	325,729	0.4%
Total	36,228,603	100%	74,662,565	100%

* As of the date of this proxy statement.

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Capitalization

The following table sets forth our historical capitalization as of September 30, 2005 on an actual basis and as adjusted to give pro forma effect to the following elements of the recapitalization:

the issuance of 7,500,000 common units to Kestrel Heat and M2 for a purchase price of $2.00 per unit and the issuance to Kestrel Heat of 325,729 general partner units;

the issuance of 17,500,000 common units in the rights offering at an exercise price of $2.00 per unit;

the use of the proceeds from the issuance of common units to Kestrel and M2 and the rights offering, together with additional cash from operations, to repurchase $73.1 million of senior notes;

the conversion of approximately $26.9 million of senior notes into 13,433,962 (subject to adjustment for rounding) newly issued common units; and

the conversion of each senior subordinated unit and each junior subordinated unit into one common unit:

	As of September 30, 2005 (in thousands)	
	Actual	**Pro Forma**
Cash and cash equivalents	$ 99,148	$ 68,235(a)
Debt		
Star Gas:		
10.25% Senior Notes due 2013	$ 267,322	$ 166,446
Heating Oil Segment:		
Revolving Credit Facility(b)	6,562	6,562
Acquisition Notes Payable	225	225
Subordinated Debentures	666	666
Total debt	$ 274,775	$ 173,899
Less: Revolving Credit Facility	(6,562)	(6,562)
Current Portion of Acquisition Notes and Subordinated Debentures	(796)	(796)
Total long-term debt	$ 267,417	$ 166,541
Total partner s capital	145,108	214,039

Total capitalization	$ 412,525	$ 380,580

(a) Reflects the repayment of $73.1 million in face amount of our senior notes. Pursuant to the tender offer for the senior notes, Star Gas Partners must exchange for cash at least $60 million of senior notes but not more than $73.1 million. Star Gas Partners intends to offer to repurchase $73.1 million of senior notes, subject to cash availability at the time of closing. If Star Gas Partners tenders for $60.0 million of senior notes, cash will decrease by $17.6 million and long-term debt will decrease by $87.7 million.

(b) The heating oil segment s revolving credit facility currently includes a $260 million revolving loan facility (which increases to $310 million during the peak heating season from December 1 through March 31), subject to borrowing base requirements and coverage ratios, of which up to $75 million may be used to issue letters of credit. This facility contains various restrictive and affirmative covenants. The most restrictive of these covenants relate to the incurrence of additional indebtedness, and restrictions on dividends, certain investments, guarantees, loans, sales of assets and other transactions.

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Summary Consolidated Historical Financial and Operating Data

The following table sets forth our summary consolidated financial information as of September 30, 2004 and 2005, and for the years ended September 30, 2003, 2004 and 2005 that has been derived from our financial statements included in our Annual Report on Form 10-K attached as Annex C to this proxy statement. You should read this financial information in conjunction with Selected Historical Financial and Operating Data and Management s Discussion and Analysis of Financial Condition and Results of Operations and our historical consolidated financial statements and notes set forth in our Annual Report on Form 10-K for the fiscal year ended September 30, 2005 attached to this proxy statement as Annex C. The information set forth below is not necessarily indicative of our future results.

	Fiscal Years Ended September 30,		
(in thousands, except per unit data)	**2003**	**2004**	**2005**
Statement of Operations Data:			
Sales	$ 1,102,968	$ 1,105,091	$ 1,259,478
Costs and expenses:			
Cost of sales	793,543	799,055	983,779
Delivery and branch expenses	217,244	232,985	231,581
Depreciation and amortization expenses	35,535	37,313	35,480
General and administrative expenses	39,763	19,937	43,418
Goodwill impairment charge			67,000
Operating income (loss)	16,883	15,801	(101,780)
Interest expense, net	(29,530)	(36,682)	(31,838)
Amortization of debt issuance costs	(2,038)	(3,480)	(2,540)
Gain (loss) on redemption of debt	212		(42,082)
Loss from continuing operations before income taxes	(14,473)	(24,361)	(178,240)
Income tax expense	1,200	1,240	696
Loss from continuing operations	(15,673)	(25,601)	(178,936)
Income (loss) from discontinued operations, net of income taxes	19,786	20,276	(4,552)
Gain (loss) on sales of discontinued operations, net of income taxes		(538)	157,560
Cumulative effects of change in accounting principle for discontinued operations:			
Adoption of SFAS No. 142	(3,901)		
Net income (loss)	$ 212	$ (5,863)	$ (25,928)
Weighted average number of limited partner units:			
Basic	32,659	35,205	35,821
Diluted	32,767	35,205	35,821
Per Unit Data:			
Basic and diluted loss from continuing operations per unit(a)	$ (0.48)	$ (0.72)	$ (4.95)
Basic and diluted net income (loss) per unit(a)	$ 0.01	$ (0.16)	$ (0.72)
Cash distribution declared per common unit	$ 2.30	$ 2.30	$
Cash distribution declared per senior sub. unit	$ 1.65	$ 1.73	$
Balance Sheet Data (end of period):			
Current assets	$ 211,109	$ 234,171	$ 311,432
Total assets	$ 975,610	$ 960,976	$ 629,261
Long-term debt	$ 499,341	$ 503,668	$ 267,417

Partners Capital	$ 189,776	$ 169,771	$ 145,108

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(in thousands, except per unit data)	Fiscal Years Ended September 30, 2003	2004	2005
Summary Cash Flow Data:			
Net cash provided by (used in) operating activities	$ 15,365	$ 13,669	$ (54,915)
Net cash provided by (used in) investing activities	$ (48,395)	$ 6,447	$ 467,431
Net cash provided by (used in) financing activities	$ 48,049	$ (19,874)	$ (306,694)
Other Data:			
Earnings from continuing operations before interest, taxes, depreciation and amortization (EBITDA)(b)	$ 52,630	$ 53,114	$ (108,382)
Heating oil segment s retail gallons sold	567,024	551,612	487,300

(a) Income (loss) from continuing operations per unit is computed by dividing the limited partners interest in income (loss) from continuing operations by the weighted average number of limited partner units outstanding. Net income (loss) per unit is computed by dividing the limited partners interest in net income (loss) by the weighted average number of limited partner units outstanding.

(b) EBITDA from continuing operations should not be considered as an alternative to net income (as an indicator of operating performance) or as an alternative to cash flow (as a measure of liquidity or ability to service debt obligations), but provides additional information for evaluating our ability to make the minimum quarterly distribution. The working capital facility and the senior notes, impose certain restrictions on our ability to pay distributions to unitholders.

The definition of EBITDA set forth above may be different from that used by other companies. EBITDA from continuing operations is calculated for the fiscal years ended September 30 as follows:

Statement of Operations Data (in thousands)	2003	2004	2005
Loss from continuing operations	$ (15,673)	$ (25,601)	$ (178,936)
Plus:			
Income tax expense (benefit)	1,200	1,240	696
Amortization of debt issuance cost	2,038	3,480	2,540
Interest expense, net	29,530	36,682	31,838
Depreciation and amortization	35,535	37,313	35,480
EBITDA from continuing operations	$ 52,630	$ 53,114	$ (108,382)

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Summary Selected Unaudited Pro Forma Condensed Consolidated Financial Information

The following summary selected unaudited pro forma condensed consolidated financial information for the fiscal year September 30, 2005 assumes the recapitalization occurred on October 1, 2004. You should not rely on the pro forma financial information as being indicative of the historical results that we would have had or the future results that we will experience after the recapitalization. See Unaudited Pro Forma Condensed Consolidated Financial Information.

The Pro Forma column of the table represents the recapitalization assuming the repayment of at least $73.1 million in senior notes and the conversion of $26.9 million of senior notes into common units.

(in thousands, except per unit data)	Pro Forma Sept. 30, 2005
Sales:	
Product	$ 1,071,270
Installations and service	188,208
Total sales	1,259,478
Cost and expenses:	
Cost of product	786,349
Cost of installations and service	197,430
Delivery and branch expenses	231,581
Depreciation and amortization expenses	35,480
General and administrative expenses	43,418
Goodwill impairment charge	67,000
Operating income (loss)	(101,780)
Interest expense	(26,016)
Interest income	3,429
Amortization of debt issuance costs	(2,230)
Gain (loss) on redemption of debt	(42,082)
Loss from continuing operations before income taxes	(168,679)
Income tax expense	696
Loss from continuing operations	(169,375)
General Partner s interest in (loss from) continuing operations	$ (740)
Limited Partners interest in (loss from) continuing operations	$ (16,295)
Basic and diluted loss from continuing operations per Limited Partner Unit:	$ (2.27)
Weighted average number of Limited Partner units outstanding:	
Basic and Diluted	74,255

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	Fiscal Year Ended September 30, 2005
	Pro Forma
	(In thousands)
Balance Sheet Data (end of period)	
Current assets	$ 280,519
Total assets	596,035
Long-term debt	166,541
Total partners capital	214,039
Summary Cash Flow Data	
Net cash used in operating activities	$ (44,902)
Net cash provided by investing activities	467,321
Net cash used in financing activities	(336,326)
Other Data	
Operating income plus depreciation, amortization and other-non-cash charges less net gain (loss) on sales of equipment (EBITDA)(a)	$ (108,382)

(a) EBTIDA (see footnote (b) to the Summary Consolidated Historical Financial and Operating Data table above) is calculated as follows:

(in thousands)	2005
Pro Forma Loss from continuing operations	$ (169,375)
Plus:	
Income tax expense (benefit)	696
Amortization of debt issuance cost	2,230
Interest expense, net	22,587
Depreciation and amortization	35,480
Pro Forma EBITDA from continuing operations	$ (108,382)

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QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING

How will my proxy be voted?

Unless you give other instructions on your proxy card, the persons named as proxy holders on the proxy card will vote all executed proxy cards in accordance with the recommendations of the board of directors of Star Gas, which is to vote FOR all three proposals to effect the recapitalization. With respect to any other matter that properly comes before the special meeting the proxy holders will vote as recommended by the board of directors of Star Gas, or, if no recommendation is given, in their own discretion. See The Recapitalization Reasons for the Recapitalization that the Board Considered; Recommendations of the Board.

Who sent me this proxy statement?

The board of directors of Star Gas, the general partner of Star Gas Partners, sent you this proxy statement and the proxy card. The solicitation will be paid for by Star Gas Partners. In addition to this solicitation by mail, proxies may be solicited by Star Gas directors, officers and other employees by telephone, internet, e-mail, telegraph, telefax or telex, in person or otherwise. These people will not receive any additional compensation for assisting in the solicitation. We have retained Georgeson Shareholder, to assist us in the solicitation of proxies, for a fee of $ plus reimbursement of reasonable out-of-pocket expenses. We will also request brokerage firms, nominees, custodians and fiduciaries to forward proxy materials to the beneficial owners of our units and will reimburse them for their reasonable out-of-pocket expenses.

What is the recommendation of Star Gas board of directors?

The board of directors of Star Gas has approved the recapitalization as being in the best interests of Star Gas Partners and our unitholders and recommends that unitholders vote FOR each of the recapitalization proposals. See Important Considerations, The Recapitalization Reason for the Recapitalization that the Board Considered; Recommendations of the Board and Interest of Certain Persons in the Recapitalization.

Did Star Gas board of directors receive an opinion from its financial advisor?

Yes. On December 2, 2005, Jefferies rendered to Star Gas board of directors its opinion as investment bankers to the effect that, as of that date and based upon and subject to the various considerations and assumptions set forth therein, the Recapitalization Transaction (as defined in such opinion), taken as a whole, was fair, from a financial point of view, to the existing holders of common units on that date. The full text of the Jefferies opinion, which sets forth the assumptions made, matters considered and limitations on the scope of review undertaken by Jefferies in rendering its opinion, is attached to this proxy statement as Annex D. See The Recapitalization Opinion of Jefferies & Company, Inc. or such Annex D for a description of the Recapitalization Transaction as used in the Jefferies opinion. Star Gas and its board of directors encourage the holders of common units to read the Jefferies opinion carefully and in its entirety. The summary of the Jefferies opinion in this proxy statement is qualified in its entirety by reference to the full text of the Jefferies opinion.

Whom can I contact for further information?

If you have any questions about the proposals, please call us at or Georgeson Shareholder at (800) 960-7546.

Why did I receive this proxy statement and proxy card?

You received this proxy statement and proxy card because you owned our common units, senior subordinated units or junior subordinated units as of , 2006. We refer to this date as the record date. This proxy statement contains important information for you to consider when deciding whether to vote for the listed proposals. Please read it carefully.

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Who is entitled to vote at the special meeting?

All unitholders who owned our common units, senior subordinated units or junior subordinated units at the close of business on the record date, , 2006 (excluding for purposes of proposals 2 and 3 units owned by the general partner and its affiliates, including its executive officers, directors and members), are entitled to receive notice of the special meeting and to vote the units that they held on the record date at the special meeting, or any postponements or adjournments of the special meeting. Each unitholder is entitled to one vote for each common unit, senior subordinated unit and junior subordinated unit owned on all matters in which it is entitled to vote. On , 2006, 32,165,528 common units, 3,391,982 senior subordinated units and 345,364 junior subordinated units were issued and outstanding.

Who can attend the special meeting?

All unitholders as of the record date, or their duly appointed proxies, may attend the special meeting. Each unitholder may be asked to present valid picture identification, such as a driver s license or passport. Cameras, recording devices and other electronic devices will not be permitted at the meeting.

Please note that if you own your common units or senior subordinated units in street name, meaning through a broker or other nominee, you will need to bring a copy of a brokerage statement reflecting your unit ownership as of the record date.

What constitutes a quorum?

Under our partnership agreement, if the following number of units are present in person or by proxy at the special meeting:

(1) a majority of common units entitled to vote and outstanding as of the record date, and

(2) a majority of senior subordinated units and junior subordinated units, voting together as one class, entitled to vote and outstanding as of the record date,

in each case excluding units owned by Star Gas or its affiliates, including its executive officers, directors and members, who beneficially own in the aggregate 314,305 senior subordinated units and 345,364 junior subordinated units, these majorities will constitute a quorum and will permit us to conduct the proposed business at the special meeting. Your units will be counted as present at the meeting if you:

are present and vote in person at the meeting; or

have properly submitted a proxy card or voted over the telephone or the internet.

Proxies received but marked as abstentions and broker non-votes, if any, will be included in the number of units considered to be present at the special meeting.

What vote is required to approve the recapitalization proposal?

The recapitalization cannot be effected without approval of each of the recapitalization proposals. Under our partnership agreement, proposal 1 requires the approval of a majority of the outstanding common units and proposals 2 and 3 require the approval of a unit majority which means (i) a majority of common units entitled to vote and outstanding as of the record date, and (ii) a majority of senior subordinated units and junior subordinated units, voting together as one class, entitled to vote and outstanding as of the record date, in each case excluding units owned by Star Gas or its affiliates, including its executive officers, directors and members. Under the NYSE rules, proposal 1 requires the approval of a majority of the votes cast by the holders of the common units and senior subordinated units voting as a single class, provided that the total votes cast on the proposal represent at least 50% of all units entitled to vote, and proposals 2 and 3 do not require unitholder approval.

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A properly executed proxy marked ABSTAIN with respect to any matter will not be voted, although it will be counted for purposes of determining whether there is a quorum. Accordingly, an abstention, or the failure to vote at all, will have the effect of a negative vote for the purposes of the votes required under our partnership agreement but not for the purposes of the vote required under the NYSE rules.

If you own your common units or senior subordinated units in street name through a broker or nominee, your broker or nominee will not be permitted to exercise voting discretion with respect to the matters to be acted upon at the special meeting. Thus, if you do not give your broker or nominee specific instructions, your units will not be voted on those matters and will not be counted in determining the number of common units or senior subordinated units necessary for approval and will have the effect of a negative vote. Any broker non-votes will, however, be counted in determining whether there is a quorum. Voting results are tabulated and certified by our transfer agent, LaSalle Bank National Association.

How do I vote?

If you properly complete, sign and return the accompanying proxy card it will be voted as you direct. If you owned common units, senior subordinated units or junior subordinated units as of the record date and attend the special meeting, you may deliver your completed proxy card in person. Street name unitholders who wish to vote at the special meeting will need to obtain a legal proxy from the institution that holds their units. Even if you plan to attend the special meeting, your plans may change, so it is a good idea to complete, sign and return your proxy card or vote through the internet or by telephone in advance of the meeting.

Can I vote by telephone or electronically?

If you are a registered unitholder (that is, you hold your units in certificate form), you may vote by telephone or through the internet by following the instructions included with your proxy card.

If your common units or senior subordinated units are held in street name, please check your proxy card or contact your broker or nominee to determine whether you will be able to vote by telephone or electronically.

The deadline for voting by telephone or through the Internet for registered unitholders is p.m. Eastern Daylight Time on [one day before meeting date], 2006.

Can I change my vote after I return my proxy card?

Yes. Even after you have submitted your proxy, you may change your vote at any time before the proxy is exercised by filing with the Secretary of Star Gas either a notice of revocation or a duly executed proxy bearing a later date. The powers of the proxy holders will be suspended if you are a registered unitholder and attend the special meeting in person and so request. Please note that attendance at the meeting will not by itself revoke a previously granted proxy.

What should I do if I want to make a proposal to be considered at the meeting?

Your units do not entitle you to make proposals at the special meeting. Under our partnership agreement, only our general partner, Star Gas, can make a proposal at the meeting. Our partnership agreement establishes a procedure for calling meetings whereby limited partners owning 20% or more of the outstanding units of the class for which a meeting is proposed may call a meeting at which they may make proposals.

Do I have any dissenters rights?

No. Dissenters rights are not available to our unitholders with respect to matters to be voted on at the special meeting.

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IMPORTANT CONSIDERATIONS

In addition to the information set forth below, for other important considerations concerning Star Gas Partners, see the information under Item 1A-Risk Factors, in our Annual Report on Form 10-K for the fiscal year ended September 30, 2005, which is attached hereto as Annex C.

Each senior subordinated unit and junior subordinated unit will be converted into one common unit.

If the recapitalization is consummated, each senior subordinated unit and junior subordinated unit will be converted into one common unit even though under our partnership agreement as currently in effect such a conversion into common units is remote. The purpose of such conversion is to serve as an inducement to the holders of senior subordinated units to vote in favor of the recapitalization, which requires a class vote of the subordinated unitholders to approve two of the proposals, and to simplify our capital structure. In order for the senior subordinated units and junior subordinated units to convert under the existing partnership agreement, Star Gas would have had to distribute the annualized minimum quarterly distribution of $2.30 on all outstanding units for each of three consecutive non-overlapping four-quarter periods, adjusted operating surplus during each of the three consecutive non-overlapping four-quarter periods would have to exceed the annualized minimum quarterly distribution and there would have to be no cumulative common unit arrearages. On October 18, 2004, we announced that we would not pay a distribution on the common units. We had previously announced the suspension of distributions on the senior subordinated units on July 29, 2004. As of November 30, 2005, the amount of accrued and unpaid arrearages on the common units was $92.5 million. Assuming that the number of outstanding common units remained at 32,165,528 and that we did not distribute any available cash from operating surplus, these arrearages would increase by $18.5 million per quarter. If the recapitalization is not consummated, it is unlikely that regular distributions on the common units would be resumed in the foreseeable future and it is considerably less likely that regular distributions would ever resume on the senior subordinated units because of their subordination terms.

Each common unitholder will experience substantial dilution in his interest in Star Gas.

As a result of the issuance of units to Kestrel and the issuance of units in the rights offering, the issuance of additional units to the noteholders in conversion of senior notes into common units and the conversion of the senior subordinated units and junior subordinated units into common units, the number of common units will increase from 32,165,528 to approximately 74,336,836, representing a substantial dilution of the common unitholders existing interest. As a result of this dilution:

- each common unitholder s proportionate ownership interest in us will decrease;
- the amount of cash available for distribution on each unit will decrease (without taking into account the additional cash that would be available as a result of the reduction in interest expense in connection with the repayment or conversion of between $87.1 million and $100 million of senior notes);
- the relative voting strength of each previously outstanding unit will be diminished; and
- the market price of the common units may decline.

However, common unitholders who participate in the rights offering would be able to reduce the dilution in their unit holdings.

Accrued and unpaid arrearages in the payment of the minimum quarterly distribution on the common units will be eliminated.

Under our partnership agreement as currently in effect, during the subordination period, no distributions can be made on the subordinated units until all accrued and unpaid arrearages in the payment of the minimum quarterly distribution on the common units have been paid. As of November 30, 2005, the amount of accrued and unpaid arrearages in the payment of the minimum quarterly distribution on the common units was $92.5 million. Assuming that the number of outstanding common units remained at 32,165,528 and that we did not distribute any available cash from operating surplus, these arrearages would increase by $18.5 million per quarter. As a result of the recapitalization, all accrued and unpaid arrearages on the common units will be eliminated. Consequently, the preference of the existing common unitholders to cash distributions in that amount has been eliminated.

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We have substantially lowered the minimum quarterly distribution and the first target distribution, which will make it easier for the general partner units to receive incentive distributions.

Under our partnership agreement as currently in effect, the senior subordinated units, junior subordinated units and general partner units are not entitled to receive incentive distributions in a quarter until the first target distribution of $0.604 per unit has been distributed on each common unit. Under the proposed amendments to our partnership agreement, commencing with the quarter beginning October 1, 2008, or, if we elect to commence making distributions sooner, the quarter in which any distribution of available cash is made, the new general partner units in the aggregate will be entitled to receive 10% of the cash distributions in a quarter once each common unit and general partner unit has received the minimum quarterly distribution of $.0675 for that quarter, plus any arrearages on the common units from prior quarters, and 20% of the cash distributions in a quarter once each common unit and general partner unit has received $.1125 for that quarter, plus any arrearages on the common units from prior quarters. Thus, the ability of the general partner units to receive incentive distributions has been enhanced in several ways:

- The general partner units are entitled to incentive distributions once the minimum quarterly distribution has been paid on the common units and general partner units, as opposed to only after the first target distribution has been paid under the existing partnership agreement.

- The minimum quarterly distribution and the first target distribution have been substantially reduced. The minimum quarterly distribution has been reduced from $0.575 to $0.0 for each quarter through September 30, 2008 and to $0.0675 thereafter, representing an 88% decrease. The first target distribution has been reduced from $0.604 to $.1125 per unit, representing an 81% decrease.

We are not required to, and currently do not intend to, distribute any available cash through the quarter ending September 30, 2008.

The partnership agreement amendments provide that we are not obligated to distribute available cash through the quarter ending September 30, 2008. We currently do not intend to make distributions of available cash during this period, even if we have available cash to distribute. Also, if we accumulate available cash during this period, it will be easier for us to make distributions on the general partner units after this period than if we had distributed available cash each quarter.

We may issue additional units without your approval, which would dilute your existing ownership interests.

The recapitalization will result in a termination of the subordination period during which certain issuances of additional units required a unitholder vote. Consequently, there will be no limit in the partnership agreement on the number of additional limited partner interests, including units senior to the common units, that we may issue at any time without the approval of our unitholders. The issuance by us of additional common units or other equity securities of equal or senior rank will have the following effects:

- each common unitholder s proportionate ownership interest in us will decrease;

- the amount of cash available for distribution on each unit may decrease (without taking into account the additional cash that would be available as a result of the reduction in interest expense in connection with the repayment of conversion of between $87.1 million and $100 million of senior notes);

the common units may be subordinated as to distributions and voting rights to newly issued senior units although we do not have any present intention to issue senior units;

the relative voting strength of each previously outstanding unit may be diminished; and

the market price of the common units may decline.

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If our use of the net proceeds from the sale of the propane segment does not comply with the terms of the indenture for the senior notes, we may be subject to liability to the noteholders, which could have a material adverse effect on our ability to continue as a going concern.

On December 17, 2004, we completed the sale of our propane segment for a purchase price of $481.3 million, without assumption of the propane segment s indebtedness for borrowed money at the time of sale. Pursuant to the terms of the indenture relating to our senior notes, we were permitted, within 360 days of the sale, to apply the net proceeds of the sale of the propane segment either to reduce our indebtedness or the indebtedness of a restricted subsidiary, or to make an investment in assets or capital expenditures useful to our or any subsidiary s business. To the extent any net proceeds that were not so applied exceed $10 million (referred to in this proxy statement as excess proceeds), the indenture requires us to make an offer to all holders of notes to purchase for cash that number of notes that may be purchased with excess proceeds at a purchase price equal to 100% of the principal amount of notes plus accrued and unpaid interest to the date of purchase.

After repayment of certain debt and transaction expenses, the net proceeds from the propane segment sale were approximately $156.3 million. As of the closing of the propane sale and application of the proceeds, the amount of net proceeds not applied in excess of $10 million was $146.3 million. As of September 30, 2005, the heating oil segment had utilized $53.1 million of the proceeds to invest in working capital assets, purchase capital assets and repay long-term debt, which reduced the amount available to repurchase notes to $93.2 million. As of December 2, 2005, the heating oil segment had used all of the remaining excess proceeds.

Our board of directors and management considered, based on informal communications with certain noteholders and their counsel, that certain noteholders might take the position that the use of net proceeds to invest in working capital assets was not a permitted use under the indenture. Based upon the advice of counsel, we disagreed with this position. However, we recognized that if we were unsuccessful in defending our position, this would constitute an event of default if declared by either of the holders of 25% in principal amount of the senior notes or by the trustee and in such event all amounts due under the senior notes would become immediately due and payable. An acceleration of our senior notes would have a material adverse effect on our ability to continue as a going concern. The report of our independent registered public accounting firm on our consolidated financial statements as of September 30, 2005 and 2004, and for the three years ended September 30, 2005, includes an explanatory paragraph with respect to the impact of this matter on our ability to continue as a going concern if this matter is resolved adversely to us. We have reached an agreement with the holders of 94% in aggregate principal amount of the senior notes to resolve this matter, which is subject to our completing the proposed recapitalization, of which there can be no assurance.

The recapitalization will significantly restrict our ability to use the net operating losses at Star/Petro.

We believe that the issuance of units in the recapitalization will likely result in an ownership change of our corporate subsidiary, Star/Petro, under the Tax Code. As a result of this ownership change, Star/Petro will be materially restricted in its ability to use its net operating loss carryovers to reduce its future taxable income. As of September 30, 2005, Star/Petro had federal net operating losses of approximately $181.7 million. These net operating losses will begin to expire in 2025 and generally would be available to reduce future taxable income that would otherwise be subject to federal income taxes.

As a result of the ownership change, Star/Petro will be restricted annually in its ability to use its net operating losses to reduce its federal taxable income. We believe that the restriction may entirely eliminate Star/Petro s ability to use its net operating losses. The restriction on Star/Petro s ability to use net operating losses to reduce its federal tax liability will reduce the amount of cash Star/Petro has available to make distributions to us. Consequently, the restriction will reduce the amount of cash we have available to distribute to our unitholders.

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You may be required to pay taxes on income from us even if you do not receive distributions from us.

A common unitholder is required to report on his U.S. federal income tax return his share of our taxable income without regard to whether the unitholder receives corresponding cash distributions from us. The suspension of mandatory distributions, elimination of distribution arrearages and reduction in the minimum quarterly distribution will increase the risk that a common unitholder will be allocated a portion of our taxable income without any cash being distributed to him or that he will be allocated taxable income in excess of the amount of cash distributed to him.

Affiliates of the general partner will now be able to vote on all matters.

Under the existing partnership agreement, during the subordination period the votes of the general partner and its affiliates were excluded in determining a quorum for, and the votes on, any matter requiring the approval of a unit majority, which included certain amendments to our partnership agreement; the merger of our partnership or the sale of all or substantially all our assets; and the dissolution of our partnership. Due to the mandatory conversion of the senior and junior subordinated units into common units, the subordination period will end. Consequently, after the recapitalization, the general partner and its affiliates will be able to vote their units on all matters brought before the unitholders.

Possible conflicts of interest were present in negotiating and structuring the recapitalization.

Certain executive officers and directors of Star Gas have interests in the recapitalization that are different from, and may conflict with, the interests of the public unitholders. Kestrel has proposed that following the closing of the recapitalization, Mr. Nicoletti, the chairman of the board of Star Gas, Mr. Cavanaugh, the chief executive officer and a director of Star Gas and Mr. Donovan, the president of Star Gas, would become directors of Kestrel Heat. Mr. Biddelman, Mr. Russell and Mr. Sevin, the other three directors of Star Gas, will not become directors of Kestrel Heat. In addition, if the recapitalization is consummated, Mr. Cavanaugh, Mr. Donovan and Mr. Ambury, the chief financial officer of Star Gas, would continue to be employed by us under the terms of their current employment arrangements.

The unit purchase agreement provides in general that Kestrel will cause Star Gas Partners to maintain, for a period of six years after the completion of the transaction, the current indemnification agreements and provisions for Star Gas officers and directors and the current policies of directors and officers liability insurance maintained by Star Gas Partners, or policies of at least the same coverage and amounts containing terms and conditions that are no less advantageous, with respect to claims arising from facts or events that occurred on or before the date of the completion of the transaction.

The membership interests in Star Gas are owned by Irik P. Sevin, Audrey L. Sevin and Hanseatic Americas, Inc. Mr. Sevin is a director of Star Gas. Star Gas and its members own an aggregate of 314,305 senior subordinated units and 345,364, junior subordinated units, all of which will be converted into common units in connection with the proposed recapitalization. Mr. Paul Biddelman, who is a director of Star Gas, is an executive officer of Hanseatic Corporation, the sole managing member of Hanseatic Americas, LDC, which is the indirect parent of Hanseatic Americas, Inc.

In addition, the executive officers and directors of Star Gas (excluding Mr. Sevin) own an aggregate of 18,561 senior subordinated units that will be converted into common units in connection with the proposed recapitalization.

Kestrel has agreed that Star Gas Partners shall continue to reimburse Star Gas for amounts that are payable by Star Gas to Mr. Sevin under his agreement dated March 7, 2005.

Star Gas board of directors considered whether to appoint a special committee.

In connection with the Star Gas board s review of the Kestrel transaction, the board considered whether it would be advisable to appoint a special committee of directors to review this transaction on behalf of our public unitholders, but determined that the interests of such unitholders could be properly represented without the

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appointment of a special committee. In reaching this determination, the board took into account that neither Kestrel nor Yorktown is affiliated with our general partner or any of its directors or any of their affiliates and that under the terms of the unit purchase agreement our current general partner will not receive any compensation for its general partner units or its equity interest in Star/Petro. The board also took into account the requirement that proposals 2 and 3 of the recapitalization transaction must be approved by a unit majority, which consists of (1) a majority of common units entitled to vote and outstanding as of the record date, and (2) a majority of senior subordinated units and junior subordinated units, voting together as one class, entitled to vote and outstanding as of the record date, in each case excluding units owned by Star Gas or its affiliates, including its executive officers, directors and members. See The Recapitalization Interests of Certain Persons in the Recapitalization.

Our noteholders and affiliates of Kestrel may sell common units in the public market, which sales could have an adverse impact on the trading price of our common units.

After the recapitalization, our senior noteholders will own 13,433,962 (subject to adjustment based on rounding) common units and affiliates of Kestrel will own between 7,500,000 common units and 25,000,000 common units. We have granted the consenting noteholders certain registration rights for these units and our partnership agreement would provide Kestrel and its affiliates with certain registration rights for these units. The sale of these units in the public market could have an adverse impact on the price of the common units.

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THE RECAPITALIZATION

Background

We are the largest retail distributor of home heating oil in the United States, based on volume as reported by the National Oilheat Research Alliance Organization, March 2003. Our home heating oil operations serve approximately 480,000 customers in the Northeast and Mid-Atlantic regions. For the fiscal year ended September 30, 2005, our home heating oil segment sold 487 million gallons of home heating oil. We were also formerly engaged as a retail distributor of propane until December 17, 2004 when we sold our propane segment.

During fiscal 2004, we experienced difficult operating conditions as a result of our inability to pass on the full impact of record wholesale heating oil prices to customers and the effects of unusually high net customer attrition principally related to our heating oil segment s operational restructuring. Prior to the 2004 winter heating season, our heating oil segment attempted to develop a comprehensive advantage in customer service, and as part of that effort, centralized its heating equipment service dispatch and engaged a centralized call center to fulfill its telephone requirements for the majority of its home heating oil customers. We experienced difficulties in advancing this initiative during the fiscal year ended September 30, 2004, which adversely impacted our customer base, product sales and costs.

These conditions led to the suspension of distributions on our senior subordinated units, junior subordinated units and general partner units on July 29, 2004 and to the suspension of distributions on the common units on October 18, 2004.

During fiscal 2005, we continued to experience difficult operating conditions. As of September 30, 2005, the average wholesale price of home heating oil, as measured by the closing price on the New York Mercantile Exchange, increased 48% to $2.06 per gallon from $1.39 per gallon, as compared to September 30, 2004. The continuing unprecedented rise and volatility in the price of heating oil has intensified price sensitivity among our customers and price competition among our competitors, which has adversely impacted the heating oil segment s margins and added to the heating oil segment s difficulties in reducing customer attrition.

We experienced net customer attrition of 7.1% in fiscal 2005, compared to net attrition of 6.4% and 1.5% in fiscal 2004 and 2003, respectively. This rate represents the net of its annual customer loss rate after customer gains. For fiscal 2004 and 2005, gross customer losses were 19.5% and 20%, respectively. We believe that net customer attrition for the fiscal 2005 resulted from (i) a combination of the effect of our premium service/premium price strategy when customer price sensitivity increased due to high energy prices and our refusal, to reduce our retail prices to what we believe are unreasonably low levels in spite of competitors aggressive pricing tactics; (ii) the lag effect of customer attrition related to service and delivery problems experienced by customers in prior fiscal years; (iii) continued customer dissatisfaction with the centralization of customer care; and (iv) tightened customer credit standards.

We believe that we have identified the problems associated with the home heating oil segment s centralization efforts and are taking steps to address these issues. However, we expect that high net attrition rates may continue through fiscal 2006 and perhaps beyond. We note that even to the extent the rate of attrition can be reduced, attrition from prior fiscal years will adversely impact net income in the future. The heating oil segment may not be able to achieve net gains of customers and may continue to experience net customer attrition in the future.

Traditionally, we have sought to offset the effects of net customer attrition through our acquisition program. However under the heating oil segment s current revolving credit facility the heating oil segment was restricted from making any acquisitions through June 17, 2005 and

thereafter individual acquisitions may not exceed $10 million and annual acquisitions may not exceed an aggregate of $25 million, subject to meeting certain availability requirements. These restrictions severely limit our heating oil segment s ability to make acquisitions. We did not make any acquisitions during fiscal 2005.

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On December 17, 2004, we completed the sale of our propane segment for a purchase price of $481.3 million, without assumption of the propane segment s indebtedness for borrowed money at the time of sale. Pursuant to the terms of the indenture relating to our senior notes, we were permitted, within 360 days of the sale, to apply the net proceeds of the sale of the propane segment either to reduce our indebtedness or the indebtedness of a restricted subsidiary, or to make an investment in assets or capital expenditures useful to our or any subsidiary s business. To the extent any net proceeds that were not so applied exceed $10 million (referred to in this proxy statement as excess proceeds), the indenture requires us to make an offer to all holders of notes to purchase for cash that number of notes that may be purchased with excess proceeds at a purchase price equal to 100% of the principal amount of notes plus accrued and unpaid interest to the date of purchase.

After repayment of certain debt and transaction expenses, the net proceeds from the propane segment sale were approximately $156.3 million. As of the closing of the propane sale and application of the proceeds, the amount of net proceeds not applied in excess of $10 million was $146.3 million. As of September 30, 2005, the heating oil segment had utilized $53.1 million of the proceeds to invest in working capital assets, purchase capital assets and repay long-term debt, which reduced the amount available to repurchase notes to $93.2 million. As of December 2, 2005, the heating oil segment had used all of the remaining excess proceeds.

Our board of directors and management considered, based on informal communications with certain noteholders and their counsel, that certain noteholders might take the position that the use of net proceeds to invest in working capital assets was not a permitted use under the indenture. Based on the advice of counsel, we disagreed with this position. However, we recognized that if we were unsuccessful in defending our position, this would constitute an event of default if declared by either of the holders of 25% in principal amount of the senior notes or by the trustee and in such event all amounts due under the senior notes would become immediately due and payable. An acceleration of our senior notes would have a material adverse effect on our ability to continue as a going concern. The report of our independent registered public accounting firm on our consolidated financial statements as of September 30, 2005 and 2004, and for the three years ended September 30, 2005, includes an explanatory paragraph with respect to the impact of this matter on our ability to continue as a going concern if this matter is resolved adversely to us. We have reached an agreement with the holders of 94% in aggregate principal amount of the senior notes to resolve this matter, which is subject to our completing the proposed recapitalization, of which there can be no assurance.

Kestrel Proposal

In March 2005, Mr. Nicoletti was contacted by Mr. Bryan Lawrence of Yorktown Energy Partners and Mr. Paul Vermylen, Jr. of Kestrel, an affiliate of Yorktown Energy Partners VI, L.P. (Yorktown) to inquire whether we would be interested in discussing a transaction in which Kestrel would make an equity investment in Star Gas Partners and an affiliate of Kestrel would become the new general partner of Star Gas Partners.

On April 12, 2005, Mr. Nicoletti and Mr. Cavanaugh meet with Mr. Lawrence and Mr. Vermylen at Yorktown s offices in New York City to further discuss Kestrel s interest in Star Gas Partners. At a subsequent meeting on April 27, 2005, Kestrel presented a written proposal to Mr. Nicoletti and Mr. Cavanaugh.

Kestrel s initial proposal included the following provisions:

- The replacement of our general partner, Star Gas, with an affiliate of Kestrel.

- The purchase of 7,500,000 common units by Kestrel at $2.00 per unit.

A tender offer to purchase a minimum of $70 million and a maximum of $120 million of our senior notes, with the first $85 million in funds to be provided by Kestrel s $15 million equity investment and $70 million in excess proceeds from the sale of the propane segment, with the balance of the funds for purchases over $85 million to be supplied from up to a $35 million rights offering to a unitholders, with a standby commitment from Kestrel.

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- The suspension of all mandatory distributions of available cash through the fiscal quarter ending September 30, 2008.

- The elimination of all cumulative distribution arrearages on all units that have accrued through the closing of the restructuring.

- Beginning in fiscal 2009, all common units would receive or accrue a minimum quarterly distribution of $.075 per unit.

- Kestrel would receive an incentive distribution equal to 10% of the cumulative amounts distributed to common units above $.075 per quarter and 20% of the cumulative amounts distributed to common units above $.125 per quarter.

- There would be no incentive distributions if there are any distribution arrearages.

- There would be no change in the terms of the senior subordinated units and the junior subordinated units.

Our board of directors discussed the Kestrel proposal at a board meeting on May 4, 2005 and authorized our chairman to pursue further discussions with Kestrel regarding its proposal. The board took into account that Kestrel s principal investor, Yorktown, has a reputation for successfully completing transactions in the energy field and has had experience in making investments in master limited partnerships. The board also considered that Mr. Vermylen has substantial experience in the home heating oil business, including having served as an executive officer of our subsidiary, Meenan Oil Co., L.P., for 18 years prior to our acquisition of that company in August 2001.

Engagement of Financial Advisors. In May 2005, we engaged Jefferies as our exclusive financial advisor to provide advice and assistance to us in connection with various matters, including with respect to our capital structure, the senior notes and our other indebtedness. We also engaged Alvarez & Marsal LLC to provide advice and assistance to us with respect to our business plan, cash flows, working capital and liquidity requirements.

At the meeting of our board of directors held on July 25, 2005, representatives of Jefferies reviewed with the board the partnership s liquidity requirements and capital structure. The board discussed various potential avenues to provide liquidity, including the following:

- Commence self-help initiatives to improve our liquidity, including by seeking to revise our supply arrangements and hedging arrangements to free up working capital and dispose of non-strategic assets.

- Commence discussions with our existing bank lenders and with potential alternate traditional and non-traditional lenders to obtain a more flexible credit agreement with greater availability.

- Begin conducting due diligence with Kestrel and other interested equity investors.

- Pursue a transaction to deleverage, reduce interest expense and position us for future growth with a view towards resuming distributions to unitholders.

Following a discussion, the board authorized management and our financial advisors to proceed to explore each of these possibilities.

July-September Meetings. From the end of July through the beginning of September 2005, our chairman, chief executive officer, chief financial officer and chief operating officer were in communication with representatives of Kestrel and representatives of Kestrel were in communication with the operating management of our heating oil segment. During the same period, our chairman, members of our management and our financial and legal advisors had several meetings and telephone conversations with representatives of the senior noteholders.

At the meeting of our board of directors held on September 7, 2005, representatives of Jefferies and our management provided our board with an update of the status of the various initiatives. Representatives of Alvarez & Marsal also provided us with an update of their analysis of our liquidity requirements for fiscal 2006.

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This analysis indicated that if home heating oil prices were to remain at their present levels or increase, we would need to use substantially all of the net proceeds from the propane segment sale to support our working capital requirements.

During this time we communicated to Kestrel that the recapitalization transaction would require a majority vote of the public holders of our senior subordinated units and that in order to provide an incentive to the public holders of our senior subordinated units to vote in favor of the recapitalization we might need to provide for the conversion of our senior subordinated units into common units. We also noted that such conversion as well as the conversion of the junior subordinated units into common units would reduce administrative expenses in the future, simplify our capital structure and eliminate the continuance of a class of equity securities with separate voting rights,

Revised Kestrel Proposal. On September 28, 2005, we received a revised term sheet from Kestrel concerning its investment proposal that responded to the various issues that we had raised concerning the original proposal.

The revised Kestrel proposal reflected the following material changes from the original proposal:

- The amount of senior notes to be repurchased was reduced from $120 million to $60 million and the source of funds to repay these notes was revised so that $50 million would come from the issuance of $15 million of common units to Kestrel at $2.00 per unit and a rights offering to common unitholders of 17,500,000 common units at $2.00 per unit, with a standby commitment from Kestrel, with the remaining $10 million to come from cash from operations.

- The minimum quarterly distribution on common units was reduced to $0.0675 from 0.075 per unit and the first target level distribution was reduced from $0.125 per unit to $0.1125 per unit.

- The senior subordinated units and junior subordinated units would be converted into common units.

October 7 Board Meeting. At the meeting of our board of directors held on October 7, 2005, management and our financial advisors reported that:

- They had conducted a thorough search to create additional liquidity to enable us to finance volatility in home heating oil prices and potentially effect a deleveraging transaction.

- They had explored a number of potential sources of additional liquidity, including:

  - an expansion of the heating oil segment s existing credit facility with covenant relief; and

  - a new working capital facility from traditional or alternative lenders.

- Negotiations with the current bank group to provide for additional liquidity were ongoing and had been generally positive to date.

Negotiations with alternative lenders had also been successful and offered a potential alternative to the current credit facility.

Jefferies also reported on the status of the negotiations with Kestrel as well as the input that Jefferies had received from two other potential equity sources; however, none of those sources offered terms comparable to the Kestrel proposal.

Our management then reported on the status of various self-help initiatives, including proposals for new supply arrangements that would reduce our inventory level requirements and free up working capital and proposals for the disposition of certain non-strategic assets.

The board and its advisors then discussed the anticipated impact on future operating results as well as the cost, timing and likelihood of success of the various financing alternatives. After discussion, our board

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determined that a transaction in which Kestrel would make an equity investment in us of up to $50 million, combined with an amendment to our existing revolving credit facility to expand this credit facility, appeared to offer the partnership the most favorable opportunity to improve our liquidity and to deleverage.

Our board authorized Jefferies to proceed with the negotiations with Kestrel. Our board also authorized management and our advisors to contact our heating oil segment s bank lenders and representatives of the senior noteholders to discuss the Kestrel proposal with them.

October-November Negotiations. During October and November 2005, we negotiated the terms of a definitive unit purchase agreement with Kestrel as well as the terms of agreements concerning our senior notes with representatives of our senior noteholders. The unit purchase agreement and the agreements with the senior noteholders were each conditioned upon the closing of each other. Separately, we negotiated and closed an amendment to the terms of our revolving credit facility to increase our seasonal availability under this facility.

We facilitated (and our chairman, management and financial and legal advisors attended) a meeting on November 9, 2005 between representatives of our senior noteholders and Kestrel to discuss the terms of the proposed transactions. Kestrel had requested that all senior notes be callable immediately at par upon the completion of the proposed transactions. The noteholders indicated they were not prepared to permit the senior notes to be called at par, and requested the opportunity to convert a portion of their senior notes to equity at $2.00 per unit, the same price being paid by Kestrel. During the subsequent discussions, the noteholders also requested that certain changes be made to the covenants of the indenture which would govern the new notes to be issued. Over a period of several weeks, discussions ensued among representatives of Kestrel, the noteholders and the Partnership, through which: Kestrel agreed that the notes would not be callable at par; the noteholders agreed to a $40 million conversion of senior notes into equity at $2.00 per common unit (which amount was ultimately reduced to approximately $26.9 million); and certain modifications to the financial covenants of the indenture governing the new notes were agreed upon. During the course of the negotiations, we agreed that if Kestrel terminated the agreement, one or more of the noteholders would have certain step-in rights to complete the recapitalization in place of Kestrel.

On November 3, 2005, our heating oil segment entered into an amendment to its revolving credit facility that increased the borrowing limits by $50 million to $310 million (subject to certain borrowing base limitations and coverage ratios) for the peak winter months of December through March.

In the course of lengthy negotiations with Kestrel, the original draft of the unit purchase agreement was changed for the benefit of the unitholders in various respects, including:

- the break-up fee originally proposed to be $5 million was reduced to $4 million and the conditions under which it may be paid were significantly tightened;
- each senior subordinated unit and each junior subordinated unit would be converted into a common unit;
- the maximum liability of the partnership for breaches was capped at 25% of Kestrel s total purchase price; and
- the definition of partnership material adverse change was tightened to reduce the circumstances under which Kestrel could terminate the agreement.

In connection with the board s review of the Kestrel transaction, the board considered whether it would be advisable to appoint a special committee of directors to review this transaction on behalf of our public unitholders, but determined that the interests of such unitholders could be properly represented without the appointment of a special committee. In reaching this determination, the board took into account that neither Kestrel nor Yorktown is affiliated with our general partner or any of its directors or any of their affiliates and that under the terms of the unit purchase agreement our current general partner will not receive any compensation for its general partner units or its equity interest in Star/Petro. The board also took into account the requirement that proposals 2 and 3 of the recapitalization must be approved by a unit majority, which consists of (1) a majority of common units entitled to vote and outstanding as of the record date, and (2) a majority of senior subordinated

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units and junior subordinated units, voting together as one class, entitled to vote and outstanding as of the record date, in each case excluding units owned by Star Gas or its affiliates, including its executive officers, directors and members. See Interests of Certain Persons in the Recapitalization.

The board also considered whether it would be advisable to obtain a separate opinion as to the fairness from a financial point of view of the transaction to the public holders of the senior subordinated units in addition to an opinion with respect to the holders of the common units. In viewing the transaction from the viewpoint of the public senior subordinated unitholders, the board concluded that the conversion of the senior subordinated units into common units would align the interests of the senior subordinated unitholders with the common unitholders following the closing of the transaction. With respect to the terms of conversion of the senior subordinated units into common units, the board concluded that it had the ability to evaluate the fairness of the conversion ratio without a separate opinion. Among other matters, the board considered that arrearages on the common units were $92.5 million as of November 30, 2005 and that no distributions could be paid on the senior subordinated units until such arrearages were paid in full, which made it unlikely that distributions would be paid on the senior subordinated units in the foreseeable future. The board also considered that there are no circumstances under our current partnership agreement, as currently in effect, in which the holders of the senior subordinated units could expect to receive more than one Class B common unit for each senior subordinated unit upon the termination of the subordination period. The board also took into account the requirement under our partnership agreement that proposals 2 and 3 must be approved by a separate class vote of the senior subordinated units and junior subordinated units, excluding units owned by Star Gas and its affiliates.

At a meeting of our board on November 16, 2005, our financial and legal advisors updated the board as to the status of the negotiations with Kestrel and the representatives of the senior noteholders. Following such meeting, we and our representatives continued the negotiations with Kestrel and its representatives and the representatives of the senior noteholders.

November-December Board Discussions. At meetings of our board held on November 30, 2005 and December 2, 2005, the board received presentations concerning, and reviewed the terms of, the proposed recapitalization pursuant to the unit purchase agreement and the noteholder agreements with members of management and our legal and financial advisors. At the December 2 meeting, Jefferies rendered to Star Gas board of directors its opinion as investment bankers to the effect that, as of that date and based upon and subject to the various considerations and assumptions set forth therein, the Recapitalization Transaction (as defined in such opinion), taken as a whole, was fair, from a financial point of view, to the existing holders of common units on that date. Also at the December 2, 2005 meeting, the board unanimously determined that the proposed recapitalization pursuant to the unit purchase agreement and noteholder agreements is fair to, and in the best interests of, the Star Gas Partners public unitholders. See Interests of Certain Persons in the Recapitalization.

Reasons for the Recapitalization that the Board Considered; Recommendations of the Board

During the course of its deliberations, the board, with the assistance of management and its legal and financial advisors, considered a number of factors, including, among others, the following potential advantages and disadvantages of the recapitalization to our unitholders.

Certain Potential Advantages of the Proposed Recapitalization to Common Unitholders:

Reduce Liquidity Concerns. The use of the $50 million in new equity financing, together with additional funds from operations, to repurchase at least $60 million in face amount of our senior notes and, at our option, up to $73.1 million in senior notes, and the conversion of an additional $26.9 million in face amount of senior notes into equity in connection with the closing of the recapitalization would substantially strengthen our balance sheet and thereby reduce our concerns about liquidity and a shortage of capital. We believe this would provide us with the financial

flexibility to better manage this period of high oil prices, to continue our program to improve operating results.

Facilitate Future Acquisitions. The repayment or conversion into equity of between $87 million and $100 million in senior notes would significantly reduce our indebtedness, which should help to facilitate our access to

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the capital markets to obtain equity capital and debt financing for acquisitions. If we are unable to access additional capital to grow our business, we may be adversely affected in our ability to maintain or increase our customer base, which could further erode our ability to generate available cash. Reducing our indebtedness should enhance our ability to make acquisitions, which could help offset the current and continuing net customer attrition rates.

Simplify Capital Structure. The elimination of the cumulative common unit arrearages and the conversion of the senior subordinated units and junior subordinated units into common units would simplify our capital structure. We believe that it would be difficult to issue new common or subordinated units while our existing common units are subject to significant arrearages for past distributions, which could adversely affect our ability to obtain debt financing for acquisitions since an important element of obtaining debt financing is our ability to access equity markets to repay the debt. If we are limited in our ability to access capital to grow the business, we may be adversely affected in our ability to maintain or increase our customer base. Such reduction of activity could further erode our ability to generate available cash.

Experience of Kestrel Representatives. Subject to the closing of the transactions contemplated by the unit purchase agreement, Star Gas will withdraw as general partner, Kestrel Heat, will become our new general partner. Kestrel will be entitled to elect the board of directors of the general partner. We expect to benefit from the ability of the Kestrel representatives who have substantial experience in the energy markets. Mr. Vermylen, Jr., the President of Kestrel, served as an executive officer of Meenan Oil Co., L.P., a heating oil company, for 18 years before it was sold to Star Gas Partners in 2001.

Agreements With Senior Noteholders. The agreements with the holders of 94% of the senior notes would largely eliminate the costs and significant risks associated with the potential for litigation and alleged defaults under the indenture for our senior notes involving, among other matters, our use of proceeds from the sale of our propane segment. If this matter was not resolved and we were unsuccessful in defending our position in any future claim that might be brought by noteholders, this would constitute an event of default if declared by either the holders of 25% in principal amount of the senior notes or by the trustee and in such event all amounts due under the senior notes would become immediately due and payable. An acceleration of our senior notes would have a material adverse effect on our ability to continue as a going concern. The report of our independent registered public accounting firm on our consolidated financial statements as of September 30, 2005 and 2004, and for the three years ended September 30, 2005, includes an explanatory paragraph with respect to the impact of this matter on our ability to continue as a going concern if this matter is resolved adversely to us.

Certain Potential Disadvantages of the Proposed Recapitalization to Common Unitholders:

Elimination of Previously Accrued Cumulative Distribution Arrearages. Arrearages on the common units that have accrued through the date of the closing of the recapitalization proposal would be eliminated for no consideration. As of November 30, 2005, cumulative distribution arrearages on all outstanding units aggregated $92.5 million.

Reduction and Postponement of Minimum Quarterly Distributions. The approval of the proposals would result in a reduction of the minimum quarterly distribution from the current $0.575 per common unit to $0.0675 per common unit. Also there would be no mandatory distributions on the common units until at least fiscal 2009. However, regardless of whether the minimum quarterly distribution is reduced, the board of directors of our general partner has concluded that (absent the proposed recapitalization) we are not generating enough available cash to pay any quarterly distributions and/or arrearages at the present time or in the foreseeable future.

Increased Distributions to General Partner. If the proposals are approved, the general partner would be entitled to receive a substantially higher percentage of cash distributed above $0.0675 per unit than under the existing partnership agreement as a result of the revisions to the

incentive distribution payments to allocate all incentive distributions to the holders of the general partner units. The reduction of the minimum quarterly distribution would mean that the general partner would be able to receive incentive distributions sooner.

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Depressed Purchase Price. The price per common unit that we would receive from Kestrel Heat and M2 and in connection with the rights offering is close to the bottom of the trading range for our common units since we became a public partnership, but such price represents a 34% premium to the closing sales price of the common units on the last trading day prior to the public announcement of the recapitalization transaction.

Substantial Dilution. The number of common units outstanding would increase from 32,165,528 to approximately 74,336,836, representing a significant dilution to existing unitholders. However, common unitholders who participate in the rights offering would be able to reduce the dilution in their unit holdings.

Termination of Subordination Period. The termination of the subordination period would eliminate the priority of payment to the common unitholders in preference to the senior subordinated units and junior subordinated units. In addition, the termination of the subordination period would eliminate the requirement that the general partner receive unitholder approval for issuance of more than a certain number of additional common units during the subordination period. However, the rules of the NYSE generally would require prior unitholder approval before we could issue common units in excess of twenty percent of the then currently issued and outstanding common units in a single or related transactions other than a public offering for cash.

Restriction on Use of NOLs. As of September 30, 2005, Star/Petro had net operating losses of approximately $181.7 million. We believe that the issuance of units in the recapitalization will likely result in an ownership change of our corporate subsidiary, Star/Petro, under the Tax Code. As a result of this ownership change, Star/Petro will be materially restricted in its ability to use its net operating loss carryforwards. To the extent that these net operating loss carryforwards can not be used to reduce Star/Petro s taxable income, Star/Petro will have less cash to distribute to us and we will have less cash to distribute to our unitholders.

Potential Advantages and Disadvantages to Senior Subordinated Unitholders and Junior Subordinated Unitholders:

In addition to the certain potential advantages to the common unitholders, the following are certain potential advantages of the proposed recapitalization to senior subordinated unitholders and junior subordinated unitholders:

Increased Likelihood of Distributions. The conversion of each outstanding senior subordinated unit and junior subordinated unit into one common unit will eliminate the priority common units had on distributions ahead of the senior subordinated units and junior subordinated units and will significantly increase the likelihood that we will resume distributions to the holders of these units.

In Addition to the Certain Potential Disadvantages to the Common Unitholders, the Following are Certain Potential Disadvantages of the Proposed Recapitalization to Senior Subordinated and Junior Subordinated Unitholders:

No Incentive Distributions. The right of the senior subordinated units and junior subordinated units to receive incentive distributions would be eliminated. However, given that as of September 30, 2005 we had approximately $92.5 million in accrued distribution arrearages on the common units that must be paid prior to the payment of any incentive distributions, it is unlikely that any incentive distributions would be received by the holders of senior subordinated units in the foreseeable future.

No Separate Class Vote. The senior subordinated and junior subordinated units would lose their right to vote separately as a class during the subordination period on all matters on which unitholders are entitled to vote. However, the separate class vote was originally intended to protect the rights of the subordinated unitholders when they constituted a junior class of securities to the common units, which would no longer be the case once the subordinated units are converted in common units.

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Dilution. Subordinated units would not be allowed to participate in the rights offering being made to the holders of common units, and therefore would be diluted to a greater extent than the holders of common units who participate in the rights offering.

Other Factors Considered by the Board:

Our board also considered, among other factors:

Proposals 2 and 3 of the recapitalization would be subject to a unitholder vote of both common and senior subordinated units, each voting as a class.

The terms of the unit purchase agreement and the second amended and restated partnership agreement.

The conditions to the completion of the transaction, specifically the fact that approximately 94% of the noteholders had entered into agreements with us to support the recapitalization and that the material adverse change provision in the unit purchase agreement and noteholder agreement was expressly tied to a draft of our Annual Report on Form 10-K, which report highlighted the current attrition rates of customers.

The unit purchase agreement allows us to consider superior proposals, and allows us to negotiate with the parties making any such unsolicited superior proposal, and to enter into a transaction with such parties. The board of directors believed that these provisions of the unit purchase agreement allow the board of directors sufficient flexibility if a superior proposal is presented.

The termination fee of $4 million and the maximum expense reimbursement of $500,000 upon termination of the unit purchase agreement would not be likely to unduly deter a third party from making or inhibit the board of directors in evaluating, negotiating and, if appropriate, approving a superior proposal.

The discussion above of information and factors considered and given weight by the board is not intended to be exhaustive. Except for Jefferies opinion, on which it placed significant weight in view of the wide variety of factors considered in its evaluation, the board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weights to the specific factors considered in reaching its determination. In addition, individual members of the board may have given different weights to different factors.

The board of directors of Star Gas unanimously recommends that the Star Gas Partners public unitholders vote FOR the recapitalization proposals. See Interests of Certain Persons in the Recapitalization.

Opinion of Jefferies & Company

Star Gas Partners engaged Jefferies & Company, Inc., or Jefferies, to serve as its financial advisor in connection with the proposed recapitalization and to render an opinion to Star Gas board of directors as to the fairness of the Recapitalization Transaction (as defined below), from a financial point of view, to existing holders of common units. On December 2, 2005, Jefferies rendered to Star Gas board of directors its opinion as investment bankers to the effect that, as of that date and based upon and subject to the various considerations and assumptions set

forth therein, the Recapitalization Transaction, taken as a whole, was fair, from a financial point of view, to the existing holders of common units on that date.

The full text of the Jefferies opinion, which sets forth the assumptions made, matters considered and limitations on the scope of review undertaken by Jefferies in rendering its opinion, is attached to this proxy statement as Annex D. Star Gas and its board of directors encourage the holders of common units to read the

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Jefferies opinion carefully and in its entirety. The summary of the Jefferies opinion in this proxy statement is qualified in its entirety by reference to the full text of the Jefferies opinion. **The Jefferies opinion was provided to Star Gas board of directors in connection with its consideration of the proposed recapitalization, taken as a whole, and does not address the underlying business decision of Star Gas Partners to engage in the proposed recapitalization or the terms of the unit purchase agreement and the documents referred to therein. The Jefferies opinion addresses only the fairness, from a financial point of view and as of the date of the Jefferies opinion, of the Recapitalization Transaction, taken as a whole, to existing holders of common units as of the date of its opinion, and does not address any individual element of the Recapitalization Transaction. The Jefferies opinion does not constitute a recommendation as to how any holder of units should vote on the Recapitalization, or as to whether any holder of common units should exercise rights to acquire additional common units in the rights offering.**

For purposes of the Jefferies opinion, the Recapitalization Transaction was defined to mean the following:

- the receipt of $50 million in new equity financing through the issuance to Kestrel or its affiliates of 7,500,000 common units at a purchase price of $2.00 per unit for an aggregate of $15 million and the issuance of an additional 17,500,000 common units in the rights offering to the holders of common units at an exercise price of $2.00 per unit for an aggregate of $35 million, with a standby commitment from Kestrel or its affiliates to purchase all units that are not subscribed for in the rights offering;

- the conversion of approximately $26.9 million in face amount of senior notes into approximately 13.4 million newly issued common units at a conversion price of $2.00 per unit;

- the adoption of a second amended and restated agreement of limited partnership of Star Gas Partners, that will include, among others, the following changes to the terms of Star Gas Partner s securities:

  - suspend all mandatory distributions of available cash by Star Gas Partners through the fiscal quarter ending September 30, 2008;

  - eliminate, for no consideration, all cumulative distribution arrearages on the common units that have accrued through the closing of the proposed recapitalization;

  - change the minimum quarterly distribution to the common units to $0.0675 per unit, or $0.27 per year, which will commence accruing October 1, 2008;

  - mandatory conversion of each outstanding senior subordinated unit and junior subordinated unit into one common unit; and

  - authorize the new general partner units in replacement of the existing general partner units and reallocate the incentive distribution rights so that, commencing October 1, 2008, the new general partner units will be entitled to receive 10% of the available cash distributed once $.0675 per quarter, or $0.27 per year has been distributed to common units and 20% of the available cash distributed in excess of $.1125 per quarter, or $0.45 per year, provided that there are no arrearages in minimum quarterly distributions at the time of such distribution.

- the amendment of the indenture of the senior notes to eliminate certain covenants from such indenture on the terms set forth in the lock-up agreements.

In conducting its analysis and arriving at its opinion, Jefferies, among other things:

reviewed a draft dated November 29, 2005 of the unit purchase agreement, a draft dated November 17, 2005 of the second amended and restated agreement of limited partnership, and a draft dated November 29, 2005 of this proxy statement;

reviewed Star Gas Partner s operations and prospects both on a standalone basis and after giving effect to the Recapitalization Transaction;

reviewed certain financial and other information about Star Gas Partners that was publicly available;

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- reviewed information furnished to Jefferies by Star Gas Partner s senior management, including certain internal financial analyses, budgets, reports and other information;

- held discussions with various members of senior management of Star Gas Partners concerning historical and current operations, financial conditions and prospects, including recent financial performance;

- reviewed the trading price history of the common units for a period Jefferies deemed appropriate;

- reviewed the valuations of publicly traded companies that Jefferies deemed comparable in certain respects to Star Gas Partners;

- prepared a discounted cash flow analysis of Star Gas Partners; and

- reviewed the potential pro forma impact of the Recapitalization Transaction on Star Gas Partners, including on Star Gas Partner s indebtedness, leverage ratios and distributable cash flow to common units.

In addition, Jefferies conducted such other quantitative reviews, analyses and inquiries relating to Star Gas Partners as Jefferies considered appropriate in rendering its opinion.

In its review and analysis and in rendering its opinion, Jefferies assumed and relied upon, but did not assume any responsibility to independently investigate or verify, the accuracy, completeness and fair presentation of, all financial and other information that was provided to Jefferies by Star Gas Partners or that was publicly available to Jefferies (including, without limitation, the information described above), or that was otherwise reviewed by Jefferies. The Jefferies opinion was expressly conditioned upon such information (whether written or oral) being complete, accurate and fair in all respects material to Jefferies analysis.

With respect to the financial forecasts provided to and examined by Jefferies, Jefferies noted that projecting future results of any company is inherently subject to uncertainty. Star Gas Partners has informed Jefferies, however, and Jefferies assumed, that such financial forecasts were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Star Gas Partners as to the future performance of Star Gas Partners. Jefferies expressed no opinion as to Star Gas Partner s financial forecasts or the assumptions on which they are made. In addition, in rendering its opinion, Jefferies assumed that Star Gas Partners will perform in accordance with such financial forecasts for all periods specified therein. Although such financial forecasts did not form the principal basis for the Jefferies opinion, but rather constituted one of many items that Jefferies employed, changes to such financial forecasts could affect its opinion.

Accordingly, the analyses performed by Jefferies must be considered as a whole. Considering any portion of such analyses or the factors considered, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying the conclusions expressed in its opinion. Jefferies expressly disclaimed any undertaking or obligation to advise any person of any change in any fact or matter affecting the Jefferies opinion of which Jefferies became aware after the date of its opinion.

In its review, Jefferies did not obtain any independent evaluation or appraisal of the assets or liabilities of, nor did Jefferies conduct a physical inspection of any of the assets of, Star Gas Partners, nor was Jefferies furnished with any such evaluations or appraisals or reports of such physical inspections, nor did Jefferies assume any responsibility to obtain any such evaluations, appraisals or inspections. In addition, Jefferies did not evaluate the solvency or fair value of Star Gas Partners under any state or federal laws relating to bankruptcy, insolvency or similar matters. The Jefferies opinion was based on economic, monetary, regulatory, market and other conditions existing and which could be evaluated

as of the date of its opinion. Jefferies made no independent investigation of any legal or accounting matters affecting Star Gas Partners, and Jefferies assumed the correctness in all respects material to its analysis of all legal and accounting advice given to Star Gas Partners and Star Gas board of directors, including, without limitation, advice as to the legal, accounting and tax consequences of the terms of, and transactions contemplated by, the unit purchase agreement to Star Gas Partners and its unit holders. In addition, in preparing its opinion, Jefferies did not take into account any tax consequences of the Recapitalization Transaction to Star Gas Partners or any holder of common units.

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In rendering its opinion, Jefferies also assumed with the consent of Star Gas board of directors that:

- the transactions contemplated by the unit purchase agreement will be consummated on the terms described therein without any waiver of any material terms or conditions;

- there was not as of the date of its opinion, and there will not as a result of the consummation of the transactions contemplated by the unit purchase agreement be, any default, or event of default, under any indenture, credit agreement or other material agreement or instrument to which Star Gas Partners or any of its subsidiaries or affiliates is a party; and

- all material assets and liabilities (contingent or otherwise, known or unknown) of Star Gas Partners were as set forth in the consolidated financial statements provided to Jefferies by Star Gas Partners, as of the dates of such financial statements.

In addition, Jefferies was not authorized to and did not solicit any expressions of interest from any other parties (other than a limited number of parties that had approached Star Gas Partners on an unsolicited basis) with respect to a potential equity investment in Star Gas Partners or any other alternative transaction.

It is understood that Jefferies opinion was for the use and benefit of the board of directors of Star Gas in its consideration of the Recapitalization Transaction, taken as a whole, and the Jefferies opinion did not address the relative merits of the transactions contemplated by the unit purchase agreement as compared to any alternative transactions that might be available to Star Gas Partners, nor did it address the underlying business decision by Star Gas Partners to engage in the Recapitalization Transaction or the terms of the unit purchase agreement or the documents referred to therein. Jefferies expressed no opinion as to the price at which the common units will trade at any time, and also expressed no opinion as to any individual element of the Recapitalization Transaction.

Jefferies opinion did not constitute a recommendation as to how any holder of units should vote on the Recapitalization Transaction or any matter relating thereto or as to whether any holder of common units should exercise rights to acquire additional common units in the rights offering. Jefferies expressed no opinion as to the price at which the common units will trade at any time.

In preparing its opinion, Jefferies performed a variety of financial and comparative analyses. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant quantitative and qualitative methods of financial analysis and the applications of those methods to the particular circumstances and, therefore, is not necessarily susceptible to partial analysis or summary description. Jefferies believes that its analyses must be considered as a whole. Considering any portion of its analyses or the factors considered by it, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying the conclusion expressed in its opinion. In addition, Jefferies may have given various analyses more or less weight than other analyses, and may have deemed various assumptions more or less probable than other assumptions, so that the range of valuation resulting from any particular analysis described below should not be taken to be Jefferies view of Star Gas Partners actual value. Accordingly, the conclusions reached by Jefferies are based on all analyses and factors taken as a whole and also on the application of Jefferies own experience and judgment.

In performing its analyses, Jefferies made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond Jefferies and Star Gas Partners control. The analyses performed by Jefferies are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than suggested by such analyses. In addition, analyses relating to the value of businesses or assets do not purport to be appraisals or to necessarily reflect the prices at which businesses or assets may actually be sold and are inherently subject to uncertainty. The analyses performed were prepared solely as part of Jefferies analysis of the fairness, from a financial point of view, of the Recapitalization Transaction and were provided to Star Gas board of

directors in connection with the delivery of the Jefferies opinion.

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The following is a summary of the material financial and comparative analyses performed by Jefferies that were presented to Star Gas board of directors on December 2, 2005 in connection with the delivery of its opinion. The financial analyses summarized below include information presented in tabular format. In order to fully understand Jefferies financial analyses, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data described below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of Jefferies financial analyses.

Star Gas Partners Analysis

Historical Trading Analysis. Jefferies reviewed the trading history of the common units for the thirteen month period ending November 18, 2005 both on a stand-alone basis and also in relation to the S&P 500 Index, the S&P 500 Energy Sector Index and to two composite indices consisting of the following propane master limited partnerships, or Propane MLPs, and pipeline master limited partnerships:

Propane MLPs

AmeriGas Partners L.P.

Ferrellgas Partners L.P.

Inergy L.P.

Suburban Propane Partners L.P.

Pipeline MLPs

Atlas Pipeline Partners L.P.

Buckeye Partners L.P.

Enterprise Products Partners L.P.

Enbridge Energy Partners L.P.

Energy Transfer Partners L.P.

Holly Energy Partners L.P.

Kinder Morgan Energy Partners L.P.

K-SEA Transportation Partners L.P.

Magellan Midstream Partners L.P.

Northern Border Partners L.P.

Plains All American Pipeline L.P.

Sunoco Logistics Partners L.P.

TC Pipelines L.P.

TEPPCO Partners L.P.

Valero L.P.

US Shipping Partners L.P., and

Williams Partners L.P.

During this period, Jefferies noted that the common units traded as low as $1.01 per unit and as high as $7.74 per unit, compared to the closing price of the Star Gas common units on December 2, 2005 of $1.32. Jefferies also noted that during the thirteen month period ending November 18, 2005, the price of the common units decreased 74.8%, the S&P 500 Energy Sector Index increased by 33.9%, the S&P 500 Index increased by 12.1%, the Pipeline MLPs increased 9.0%, and the Propane MLPs decreased 1.5%.

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Comparable Company Analysis. Using publicly available information and information provided by Star Gas Partners, Jefferies analyzed the trading multiples of Star Gas Partners and the corresponding trading multiples of the Propane MLPs. In its analysis, Jefferies derived and compared multiples for Star Gas Partners and the Propane MLPs, calculated as follows:

- the enterprise value divided by actual or estimated, as the case may be, earnings before interest, taxes, depreciation and amortization, or EBITDA, for fiscal year 2005, which is referred to as Enterprise Value/2005 EBITDA, ;
- the enterprise value divided by estimated EBITDA for fiscal year 2006, which is referred to as Enterprise Value/2006E EBITDA, ; and
- the latest indicative annualized common unit distribution divided by the common unit price on November 18, 2005, which is referred to as the 2006E Indicative Yield .

Jefferies noted that there are few public companies in the home heating oil space, and that the most similar publicly traded master limited partnerships are propane distributors. While there are a number of similarities between home heating oil and propane distributors, due to the more limited growth, higher historical customer attrition rates, elevated risk profile and volatility of Star Gas Partners cash flows as compared to the Propane MLPs, as well as the distressed nature of Star Gas Partners current financial situation, for purposes of this analysis the valuation multiples for the Propane MLPs were decreased by 25%.

This analysis indicated the following:

Star Gas Partners Comparable Public Companies Multiples

	Unadjusted				Adjusted[1]				
Benchmark	**High**	**Low**	**Median**	**Mean**	**High**	**Low**	**Median**	**Mean**	**Star Gas[2]**
Enterprise Value/2005 EBITDA	13.3x	10.0x	12.5x	12.1x	9.9x	7.5x	9.4x	9.1x	13.9x
Enterprise Value/2006E EBITDA	10.6x	9.7x	10.2x	10.2x	7.9x	7.3x	7.6x	7.6x	7.5x
2006E Indicative Yield	9.7%	7.9%	8.6%	8.7%	12.1%	9.8%	10.8%	10.9%	0.0%

1. Adjusted downward 25% for the home heating oil/Star Gas Partners distressed discount.
2. Based upon Star Gas Partners management projections.

Using a reference range of 7.5x to 9.9x Star Gas Partners estimated 2005 EBITDA and 7.3x to 7.9x Star Gas Partners estimated 2006 EBITDA, Jefferies determined an implied enterprise value for Star Gas Partners. Jefferies then subtracted net long-term debt, estimated to be $265 million as of November 30, 2005, from the enterprise value to determine an implied equity value. This analysis indicated a range of implied values per common unit of not meaningful (NM) using the 2005 EBITDA multiples and approximately $0.90 to $1.61 using the 2006E EBITDA multiples.

Using a reference range of indicative yields from 9.8% to 12.1% Star Gas Partners estimated 2006 distributable cash flow, or DCF, Jefferies determined an implied equity value for Star Gas Partners. This analysis indicated a range of implied values per common unit of NM using the estimated 2006 DCF, and approximately $1.29 to $1.59 using the hypothetical estimated 2006 DCF, which assumed for illustrative purposes that

Star Gas Partners would be able to distribute DCF to common unit holders notwithstanding prohibitions under its current indebtedness. Under the stand alone projections, Jefferies noted that Star Gas Partners will not be in compliance with certain debt covenants and therefore cannot make distributions to common unit holders.

No company utilized in the comparable company analysis is identical to Star Gas Partners. In evaluating the selected companies, Jefferies made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond Star Gas Partners and Jefferies control. Mathematical analysis, such as determining the mean or median, is not in itself a meaningful method of using comparable company data.

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Discounted Cash Flow Analysis Terminal EBITDA Method. Jefferies performed a discounted cash flow analysis to estimate the present value of the unlevered free cash flows of Star Gas Partners through the fiscal year ending September 30, 2010 using Star Gas Partners management s financial projections. Jefferies calculated the terminal value of the enterprise at September 30, 2010 by multiplying projected EBITDA in the fiscal year ending September 30, 2010 by multiples ranging from 8.0x to 10.0x. To discount the projected free cash flows and the terminal value to present value, Jefferies used a weighted average cost of capital ranging from 14.0% to 18.0%. To determine the implied total equity value for Star Gas Partners, Jefferies subtracted net long-term debt, estimated to be $265 million as of November 30, 2005, from the implied enterprise value. This analysis indicated a range of implied values per common unit of approximately NM to approximately $1.30.

Discounted Cash Flow Analysis Hypothetical Terminal Distributable Cash Flow Yield Method. Jefferies performed a discounted cash flow analysis to estimate the present value of the levered cash flows of Star Gas Partners through the fiscal year ending September 30, 2010 using Star Gas Partners management s financial projections, which assumed for illustrative purposes that Star Gas Partners would be able to distribute DCF to common unit holders notwithstanding prohibitions under its current indebtedness. Under the stand alone projections, Jefferies noted that Star Gas Partners will not be in compliance with certain debt covenants and therefore cannot make distributions to common unit holders. Jefferies calculated the terminal value of the enterprise at September 30, 2010 by dividing projected DCF in the fiscal year ending September 30, 2010 by indicative yields ranging from 10.0% to 14.0%. To discount the projected levered cash flows and the terminal value to present value, Jefferies used a cost of equity capital ranging from 20.0% to 30.0%. This analysis indicated a range of implied values per common unit of approximately $0.57 to $0.87.

Pro Forma Financial Analysis. Using Star Gas Partners management s financial projections, Jefferies analyzed the potential pro forma impact of the Recapitalization Transaction on Star Gas Partners for the periods 2006 to 2010. Jefferies analyzed the impact of the Recapitalization Transaction on Star Gas Partners coverage ratios, including (a) estimated debt divided by estimated EBITDA and (b) estimated EBITDA divided by estimated interest expense, in each case based upon forecasts provided by management.

The results of this pro forma analysis for these items for 2006 to 2010 are as follows:

	Status Quo Case		Pro Forma for the Recapitalization Transaction	
	Debt/EBITDA	EBITDA/Interest	Debt/EBITDA	EBITDA/Interest
2006	6.5x	1.35x	4.0x	1.91x
2007	6.6x	1.36x	4.0x	2.05x
2008	6.8x	1.34x	3.8x	2.19x
2009	6.9x	1.32x	3.9x	2.33x
2010	7.1x	1.30x	4.0x	2.31x

Jefferies also analyzed the pro forma effects on DCF per common unit, and DCF available for distribution, in each case for fiscal years 2006 to 2010 based on forecasts provided by management. The pro forma effects were as follows:

	Status Quo Case		Pro Forma for the Recapitalization Transaction	
	DCF Available for Distribution[1]	Hypothetical DCF per Unit[2]	DCF Available for Distribution[3]	Hypothetical DCF per Unit[4]

	(millions)		(millions)	
2006	$ 0.0	$ 0.17	$ 0.0	$ 0.20
2007	0.0	0.18	0.0	0.23
2008	0.0	0.16	0.0	0.29
2009	0.0	0.14	25.5	0.34
2010	0.0	0.12	27.8	0.36

1. Under the status quo projections, Star Gas Partners will not be in compliance with certain debt covenants and therefore cannot distribute DCF to common unit holders.

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2. Assumes for illustrative purposes that that Star Gas Partners would be able to distribute DCF to common unit holders notwithstanding prohibitions under its current indebtedness.
3. Under the second amended and restated agreement of limited partnership, mandatory common unit distributions will be suspended through September 30, 2008.
4. Assumes for illustrative purposes that that Star Gas Partners would be able to distribute DCF to common unit holders in years 2006 2008 notwithstanding the suspension of mandatory common unit distributions through September 30, 2008 under the second amended and restated agreement of limited partnership.

Jefferies also compared and analyzed the potential accretion/dilution to existing common unit holders under the Recapitalization Transaction for the period 2006 through 2010 based on forecasts provided by management. This analysis showed that the Recapitalization Transaction would be accretive on a DCF basis throughout the period.

In addition, Jefferies performed a discounted cash flow analysis for Star Gas Partners taking into account the Recapitalization Transaction based on pro forma management financial projections. The discounted cash flow analysis estimated the present value of the unlevered free cash flows of Star Gas Partners through the fiscal year ending September 30, 2010 using Star Gas Partners management s financial projections. Jefferies calculated the terminal value of the enterprise at September 30, 2010 by multiplying projected EBITDA in the fiscal year ending September 30, 2010 by multiples ranging from 7.0x to 11.0x. To discount the projected free cash flows and the terminal value to present value, Jefferies used a weighted average cost of capital ranging from 14.0% to 18.0%. To determine the implied total equity value for Star Gas Partners, Jefferies subtracted net long-term debt of $265 million from the implied enterprise value. This analysis indicated a range of implied values per common unit of approximately $1.99 to $4.27.

Jefferies opinion was one of many factors taken into consideration by Star Gas board of directors in making its determination to approve the proposed recapitalization and should not be considered determinative of the views of Star Gas board of directors or management with respect to the proposed recapitalization.

Jefferies was selected by Star Gas board of directors based on Jefferies qualifications, expertise and reputation. Jefferies is an internationally recognized investment banking and advisory firm. Jefferies, as part of its investment banking business, is regularly engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements, financial restructurings and other financial services. Jefferies, from time to time, may make a market in the securities of Star Gas Partners, and Jefferies and its affiliates may trade or hold such securities of Star Gas Partners for its own account and for the accounts of its customers and, accordingly, may at any time hold long or short positions in those securities.

Pursuant to an engagement letter between Star Gas Partners and Jefferies dated May 12, 2005, Star Gas Partners agreed to pay Jefferies a customary fee for its services in connection with the proposed recapitalization, a portion of which was paid upon delivery of Jefferies written opinion and a significant portion of which is payable contingent upon consummation of the recapitalization. Jefferies will also be reimbursed for reasonable expenses incurred, including the fees and disbursements of its counsel. Star Gas Partners has also agreed to indemnify Jefferies against liabilities arising out of or in connection with the services rendered or to be rendered by it under its engagement.

2006 EBITDA Forecast of Star Gas Partners

Our management prepared an EBITDA (earnings from continuing operations before interest, taxes, depreciation and amortization) forecast for fiscal 2006 that was provided to Kestrel. The forecast was not prepared with a view to public disclosure or compliance with published guidelines

of the Securities and Exchange Commission, or SEC, or the guidelines established by the American Institute of Certified Public Accountants regarding projections. This forecast is included in this proxy statement only because it was provided

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to Kestrel. The forecast was prepared in October, 2005 as of September 30, 2005 and has not been updated to give effect to any developments since that time. The forecast was prepared by, and is the responsibility of, management of Star Gas Partners. Neither Jefferies nor an independent registered public accounting firm, examined, compiled or applied any procedures for the projections or expressed any opinion or provided any kind of assurance on the forecast.

While presented with numerical specificity, the forecast is based on a variety of assumptions relating to the business of Star Gas Partners that, although considered appropriate by Star Gas Partners at the time, may not be realized. Moreover, the forecast and the assumptions upon which it is based are subject to significant uncertainties and contingencies, many of which are beyond the control of management of Star Gas Partners. Consequently, the forecast and the underlying assumptions are necessarily speculative in nature and inherently imprecise, and there can be no assurance that the forecasted financial results will be realized. It is expected that there will be differences between actual and forecasted results, and actual results are likely to vary materially from those shown. None of the financial advisors, Star Gas Partners, the board of directors nor any of their affiliates or advisors intends to update or otherwise revise the forecast.

The inclusion of the forecast in this proxy statement should not be regarded as an indication that the financial advisors, Star Gas Partners, the board of directors of Star Gas, Kestrel or any of their affiliates or advisors considers the forecast likely to be an accurate prediction of future results. Star Gas Partners unitholders are cautioned not to place undue reliance on the forecast, which should be read in conjunction with the information relating to the business, assets and financial condition of Star Gas Partners included herein.

The forecast contains forward-looking information and is subject to a number of risks discussed elsewhere in this proxy statement. See Important Considerations and Forward-Looking Statements. These risks are likely to cause actual results in the future to differ significantly from results expressed or implied in the forecast.

The forecast set forth below is the most recent version of the forecast provided to Kestrel. Star Gas Partners believes that discussion of the earlier version would not add materially to the information provided here.

EBITDA from continuing operations should not be considered as an alternative to net income (as an indicator of operating performance) or as an alternative to cash flow (as a measure of liquidity or ability to service debt obligations), but provides additional information for evaluating our ability to make the minimum quarterly distribution. The working capital facility and the senior notes impose certain restrictions on our ability to pay distributions to unitholders. This definition of EBITDA may be different from that used by other companies.

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2006 EBITDA Forecast

(In millions)

	Fiscal 2006
Total Residential Volume	388.7
Margin	0.651
Gross Profit	$ 253.1
Comm. & Other Volume	78.7
Margin	0.286
Gross Profit	$ 22.5
Total Home Heating Oil Volume	467.3
Margin	0.590
Gross Profit	$ 275.6
Other Fuel Products Volume	78.0
Margin	0.182
Gross Profit	$ 14.2
Service	(17.0)
Installation	13.4
Security/Other	2.1
Total Gross Profit	$ 288.3
Operating Expenses	(232.5)
Operating EBITDA Home Heating Oil Division	$ 55.8
Parent	(8.7)
Contingency	(4.1)
Operating EBITDA Consolidated	**$ 43.0**

Interests of Certain Persons in the Recapitalization

In connection with the proposed recapitalization, our current general partner, Star Gas, will withdraw as general partner by contributing its general partner units and its .01% equity interest in Star/Petro to Star Gas Partners for no consideration.

Kestrel has proposed that following the closing of the recapitalization, Mr. Nicoletti, the chairman of the board of Star Gas, Mr. Cavanaugh, the chief executive officer and a director of Star Gas, and Mr. Donovan, the president of Star Gas, would become directors of Kestrel Heat. Mr. Biddelman, Mr. Russell and Mr. Sevin, the other three directors of Star Gas, will not become directors of Kestrel Heat. In addition, if the

recapitalization is consummated, Mr. Cavanaugh, Mr. Donovan and Mr. Ambury, the chief financial officer of Star Gas, would continue to be employed by us under the terms of their current employment arrangements. If Kestrel Heat is elected successor general partner, the proposed directors and executive officers of Kestrel Heat shall have interests in the proposed recapitalization as described in Information Regarding Kestrel Heat below.

The unit purchase agreement provides in general that Kestrel will cause Star Gas Partners to maintain, for a period of six years after the completion of the transaction, the current indemnification agreements and provisions for Star Gas officers and directors and the current policies of directors and officers liability insurance maintained by Star Gas Partners, or policies of at least the same coverage and amounts containing terms and conditions that are no less advantageous, with respect to claims arising from facts or events that occurred before the date of the completion of the transaction.

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The membership interests in Star Gas are owned by Irik P. Sevin, Audrey L. Sevin and Hanseatic Americas, Inc. Mr. Sevin is a director of Star Gas. Star Gas and its members own an aggregate of 314,305 senior subordinated units and 345,364, junior subordinated units that will be converted into common units in connection with the proposed recapitalization. Mr. Paul Biddelman, who is a director of Star Gas, is an executive officer of Hanseatic Corporation, the sole managing member of Hanseatic Americas, LDC, which is the indirect parent of Hanseatic Americas, Inc.

In addition, the executive officers and directors of Star Gas (excluding Mr. Sevin) own an aggregate of 18,561 senior subordinated units that will be converted into common units in connection with the proposed recapitalization.

Kestrel has agreed that Star Gas Partners shall continue to reimburse Star Gas for amounts that are payable by Star Gas to Mr. Sevin under his agreement dated March 7, 2005.

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MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes the material U.S. federal income tax consequences of the implementation of the proposed recapitalization to Star Gas Partners and the common, senior subordinated and junior subordinated unitholders.

The following summary is based on the Tax Code, Treasury regulations promulgated and proposed thereunder, judicial decisions and published administrative rules and pronouncements of the Internal Revenue Service (Service) as in effect on the date hereof. Changes in such rules or new interpretations thereof may have retroactive effect and could significantly affect the federal income tax consequences described below.

The federal income tax consequences of the recapitalization are complex and are subject to significant uncertainties. Star Gas Partners has not requested a ruling from the Service or an opinion of counsel with respect to any of the tax aspects of the recapitalization, other than an opinion from Baker Botts L.L.P. required under the partnership agreement to the effect that the withdrawal of Star Gas as our general partner will not cause Star Gas Partners to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes. Thus, no assurance can be given as to the interpretation that the Service will adopt. In addition, this summary does not address foreign, state or local tax consequences of the recapitalization, nor does it purport to address the federal income tax consequences of the recapitalization to special classes of taxpayers (such as foreign taxpayers, members of management or other taxpayers who acquired their units in compensatory transactions, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax-exempt organizations, and investors in pass-through entities). This summary addresses only the federal income tax consequences to unitholders whose interests in Star Gas Partners have been held as capital assets.

ACCORDINGLY, THE FOLLOWING SUMMARY OF THE MATERIAL FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO EACH UNITHOLDER. ALL UNITHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE TO THEM UNDER THE RECAPITALIZATION.

Acquisition by Kestrel Heat and M2 of Common Units and General Partner Units

Except as described in the remainder of this paragraph, neither Star Gas Partners nor the unitholders will recognize taxable income or gain upon the purchase of common units and general partner units by Kestrel Heat and M2. However, (as occurs whenever a partnership sells new units) the unit purchase by Kestrel Heat and M2 may decrease the percentage interest of certain unitholders in Star Gas Partners. A decrease in a unitholder s percentage interest in Star Gas Partners would decrease the unitholder s share of Star Gas Partners nonrecourse liabilities, and would result in a corresponding deemed distribution of cash to the unitholder. The deemed distribution of cash generally would not be taxable to the unitholder to the extent of the unitholder s tax basis in his units immediately before the deemed distribution, but would reduce such basis dollar for dollar. Any deemed cash distribution in excess of the unitholder s tax basis would be treated as taxable gain from the sale of the unitholder s units.

We believe that the issuance of units in the recapitalization will likely result in an ownership change of our corporate subsidiary, Star/Petro, under the Tax Code. As a result of this ownership change, Star/Petro will be materially restricted in its ability to use its net operating loss carryovers to reduce its future taxable income. As of September 30, 2005, Star/Petro had federal net operating losses of approximately $181.7 million. These net operating losses will begin to expire in 2025 and generally would be available to reduce future taxable income that would otherwise be subject to federal income taxes.

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As a result of the ownership change, Star/Petro will be restricted annually in its ability to use its net operating losses to reduce its federal taxable income. We believe that the restriction may entirely eliminate Star/Petro s ability to use its net operating losses. The restriction on Star/Petro s ability to use net operating losses to reduce its federal tax liability will reduce the amount of cash Star/Petro has available to make distributions to us. Consequently, the restriction will reduce the amount of cash we have available to distribute to our unitholders.

The Rights Offering

Star Gas Partners will not recognize taxable income upon its issuance of non-transferable rights to purchase common units pursuant to the rights offering in connection with the recapitalization. Likewise, Star Gas Partners does not anticipate that unitholders will recognize taxable income as a result of the receipt of such rights. However, if the rights were determined to be consideration issued to a unitholder in exchange for his consent to the recapitalization proposal, that consideration would be subject to tax as ordinary income.

Neither Star Gas Partners nor the unitholders will recognize taxable income or gain upon a unitholder s exercise of the right to acquire common units. However, in order to comply with the capital account requirements of the Treasury Regulations, Star Gas Partners may be required to specially allocate, for tax and book purposes, items of income and gain or loss and deduction to the holders of common units acquired pursuant to the rights offering, existing holders, or both.

Conversion of Senior Subordinated and Junior Subordinated Units Into Common Units

Neither Star Gas Partners nor the holders of senior subordinated units or junior subordinated units will recognize taxable income upon the conversion of the subordinated units into common units. Upon the conversion of senior subordinated and junior subordinated units into common units, the partnership agreement of Star Gas Partners provides that holders of the converted units will receive special allocations, for tax and book purposes, of income and gain or loss and deduction until the capital account associated with each converted unit is equal to the capital account of all other common units.

Senior Note Consent and Tender Offer

The exchange of cash and new common units for a portion of the senior notes pursuant to the senior note exchange will reduce the total amount of Star Gas Partners nonrecourse liabilities. Also, the exchange of a portion of the senior notes for new common units will cause a portion of the current unitholders share of Star Gas Partners nonrecourse liabilities to be allocated to such former holders of the senior notes. Accordingly, the senior note exchange will decrease the current unitholders share of Star Gas Partners nonrecourse liabilities and will result in a corresponding deemed distribution of cash to the unitholders. As previously discussed, any deemed cash distribution to a unitholder in excess of the unitholder s tax basis will be treated as taxable gain from the sale of the unitholder s units. In addition, if and to the extent that the amount of cash, and the fair market value of units exchanged is less than the principal amount of the old notes exchanged therefor, then unitholders (who are unitholders immediately prior to the exchange) would recognize an allocable portion of income from a deemed cancellation of indebtedness.

Amendments to the Partnership Agreement

Distribution Adjustments. A common unitholder is required to report on his income tax return his share of Star Gas Partner s income, gains, losses and deductions without regard to whether the unitholder receives corresponding cash distributions from Star Gas Partners. If the recapitalization is consummated, the partnership agreement of Star Gas Partners will be amended to (i) suspend all mandatory distributions to the common units; (ii) eliminate all cumulative distribution arrearages on the common units that have accrued through the closing of the recapitalization; and (iii) reduce the minimum quarterly distribution on the common units to $0.0675 per unit. The suspension of mandatory distributions, elimination of distribution arrearages and reduction in the minimum

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quarterly distribution will increase the risk that a common unitholder will be allocated a portion of Star Gas Partner s taxable income without any cash being distributed to him or that he will be allocated taxable income in excess of the amount of cash distributed to him.

Interim Closing of the Books. If the recapitalization proposals are adopted, the partnership agreement of Star Gas Partners will be amended to provide for an interim closing of the partnership s books for federal income tax purposes upon the purchase of units by Kestrel Heat and M2. Under the interim closing of the books method, each item of Star Gas Partners income, gain, loss, deduction and credit for the 2006 taxable year will be determined based upon a closing of the partnership s books on the date of the unit purchase. Thus, all such items incurred by Star Gas Partners during the period from the beginning of the year through the date of the unit purchase will be allocated among the unitholders based upon their percentage interest in Star Gas Partners prior to the unit purchase. Correspondingly, all such items incurred by Star Gas Partners after the unit purchase will be allocated among the unitholders based upon their percentage interest in Star Gas Partners following the unit purchase.

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INFORMATION REGARDING KESTREL HEAT

The recapitalization would result in Kestrel Heat replacing Star Gas as our general partner. Kestrel Heat is a Delaware limited liability company that was formed on November 29, 2005 for the purpose of performing the duties of the general partner of Star Gas Partners. Kestrel Heat is wholly owned by Kestrel. Kestrel is a private equity investment partnership firm formed by Yorktown, Paul A. Vermylen, Jr. and other investors.

Proposed Directors and Executive Officers of Kestrel Heat

The following table sets forth the names, ages and positions of the individuals proposed to be designated as executive officers and directors of Kestrel Heat if the recapitalization is consummated. Additionally, if the recapitalization is consummated, Kestrel Heat intends to elect up to two additional directors who meet the independence requirements under applicable SEC and NYSE regulations for service on an audit committee. William P. Nicoletti currently serves as an independent director and a member of the audit committee of Star Gas.

Name	Age	Position
Joseph P. Cavanaugh	68	Chief Executive Officer and Director
Daniel P. Donovan	59	President, Chief Operating Officer and Director
Richard F. Ambury	48	Chief Financial Officer
Paul A. Vermylen, Jr.	59	Chairman, Director
Bryan H. Lawrence	62	Director
Sheldon B. Lubar	75	Director
William P. Nicoletti	60	Director

Joseph P. Cavanaugh. Mr. Cavanaugh has been Chief Executive Officer and a director of Star Gas LLC since March 2005. From December 2004, after the sale of Star Gas Partners propane segment to Inergy L.P. to March 2005, Mr. Cavanaugh was employed by Inergy to direct the transition of the business to them. From March 1999 to December 2004 Mr. Cavanaugh was Chief Executive Officer of Star Gas Partners propane segment. From December 1997 to March 1999, Mr. Cavanaugh served as President and Chief Executive Officer of Star Gas Corporation, the predecessor general partner. From October 1979 to December 1997, Mr. Cavanaugh held various financial and management positions with Petro. Mr. Cavanaugh is a graduate of Iona College and has an MS from Pace University.

Daniel P. Donovan. Mr. Donovan has been President of Star Gas Partners heating oil segment since May 2004 and President and Chief Operating Officer of Star Gas LLC since March 2005. From January 1980 to May 2004, he held various management positions with Meenan Oil, including Vice President and General Manager from 1998 to 2004. Mr. Donovan worked for Mobil Oil Corp. from 1971 to 1980. His last position with Mobil was President and General Manager of its heating oil subsidiary in New York City and Long Island. Mr. Donovan is a graduate of St. Francis College in Brooklyn, New York and also has an M.B.A. from Iona College.

Richard F. Ambury. Mr. Ambury has been Senior Vice President and Chief Financial Officer of Star Gas LLC since May 2005. From November 2001 to May 2005, Mr. Ambury was Vice President and Treasurer of Star Gas LLC. From March 1999 to November 2001, Mr. Ambury was Vice President of Star Gas Propane, L.P. From February 1996 to March 1999, Mr. Ambury served as Vice President Finance of Star Gas Corporation, the predecessor general partner. Mr. Ambury was employed by Petro from June 1983 through February 1996, where he served in various accounting/finance capacities. From 1979 to 1983, Mr. Ambury was employed by a predecessor firm of KPMG, a public accounting firm. Mr. Ambury has been a Certified Public Accountant since 1981 and is a graduate of Marist College.

Paul A. Vermylen, Jr. Mr. Vermylen is a founder and serves as President of Kestrel. Mr. Vermylen has been employed since 1971, serving in various capacities, including as a Vice President of Citibank N.A. and Vice President-Finance of Commonwealth Oil Refining Co. Inc. Mr. Vermylen served as Chief Financial Officer of

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Meenan Oil Co., L.P. from 1982 until 1992 and as President of Meenan Oil Co., L.P. until 2001, when Meenan was acquired by Star Gas Partners, L.P. Since 2001, Mr. Vermylen has pursued private investment opportunities. Mr. Vermylen is a director of Thermal Ventures II, LP, and he also serves as a director of certain non-public companies in the energy industry in which Kestrel holds equity interests including Downeast LNG, Inc. and COALition Energy, LLC. Mr. Vermylen is a graduate of Georgetown University, and also has a M.B.A. from Columbia University.

Bryan H. Lawrence. Mr. Lawrence is a founder and senior manager of Yorktown Partners LLC, the manager of the Yorktown group of investment partnerships, which make investments in companies engaged in the energy industry. The Yorktown partnerships were formerly affiliated with the investment firm of Dillon, Read & Co. Inc., where Mr. Lawrence had been employed since 1966, serving as a Managing Director until the merger of Dillon Read with SBC Warburg in September 1997. Mr. Lawrence also serves as a director of Crosstex Energy, Inc., D&K Healthcare Resources, Inc., Hallador Petroleum Company, TransMontaigne Inc. (each a United States publicly traded company) and certain non-public companies in the energy industry in which Yorktown partnerships hold equity interests including PetroSantander Inc., Savoy Energy, L.P., Athanor Resources Inc., Camden Resources, Inc., ESI Energy Services Inc., Ellora Energy Inc., and Dernick Resources Inc. Mr. Lawrence also serves as a director of Crosstex Energy GP, LLC, the general partner of Crosstex Energy, L.P. (a United States publicly traded company). Mr. Lawrence is a graduate of Hamilton College and also has an M.B.A. from Columbia University.

Sheldon B. Lubar. Mr. Lubar has been Chairman of the board of Lubar & Co. Incorporated, a private investment and venture capital firm he founded, since 1977. He was Chairman of the board of Christiana Companies, Inc., a logistics and manufacturing company, from 1987 until its merger with Weatherford International in 1995. Mr. Lubar had also been Chairman of Total Logistics, Inc., a logistics and manufacturing company until its acquisition in 2005 by SuperValu Inc. He serves as a director of Grant Prideco, Inc., an energy services company, since 2000; and Weatherford International, Inc., an energy services company, since 1995; a director of Crosstex Energy, Inc. since January 2004 and Crosstex Energy GP, LLC, the General Partner of Crosstex Energy, L.P. He is also a Director of several private companies. Mr. Lubar holds a bachelor s degree in Business Administration and a Law degree from the University of Wisconsin-Madison. He was awarded an honorary Doctor of Commercial Science degree from the University of Wisconsin-Milwaukee.

William P. Nicoletti. Mr. Nicoletti has been Non-Executive Chairman of the board of Star Gas LLC since March 2005. Mr. Nicoletti has been a Director of Star Gas LLC since March 1999 and was a Director of Star Gas Corporation, the predecessor general partner from November 1995 until March 1999. He is Managing Director of Nicoletti & Company, Inc., a private investment banking firm. Mr. Nicoletti was formerly a senior officer and head of Energy Investment Banking for E. F. Hutton & Company, Inc., PaineWebber Incorporated and McDonald Investments, Inc. Mr. Nicoletti is a director of MarkWest Energy Partners, L.P. and SPI Petroleum, LLC. Mr. Nicoletti is a graduate of Seton Hall University and also has an M.B.A. from Columbia University.

Interests of the Proposed Executive Officers and Directors in the Recapitalization

Kestrel will have the ability to elect the board of directors of Kestrel Heat, including Messrs. Vermylen, Lawrence and Lubar. Messrs. Vermylen, Lawrence and Lubar are also members of the board of managers of Kestrel and, either directly or through affiliated entities, own equity interests in Kestrel. Kestrel owns all of the issued and outstanding membership interests of Kestrel Heat and M2. Kestrel Heat and M2 will receive an aggregate of 7,500,000 common units as a result of the recapitalization. M2 also will make a commitment to purchase all units which are not subscribed for in the rights offering of 17,500,000 common units. Kestrel Heat and M2, therefore, will receive an aggregate minimum of 7,500,000 common units and could receive an aggregate maximum of 25,000,000 common units as a result of the recapitalization. Mr. Vermylen also individually owns 50,000 common units and $100,000 face amount of senior notes, which he owned prior to the commencement of the negotiations of the recapitalization transaction. See also Unit Ownership for additional information on the unit ownership by prospective directors and/or officers of Kestrel Heat who are currently officers and/or directors of Star Gas.

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Kestrel Heat intends to establish management incentive programs whereby executive officers will be offered an opportunity to invest in Kestrel Heat. Pursuant to the proposed second and amended restated partnership agreement that, if approved by unitholders, will be adopted as part of the recapitalization, Kestrel Heat, as the general partner of Star Gas Partners, is entitled to incentive distributions commencing fiscal 2009 if minimum quarterly distributions to common unitholders exceed certain target levels. Kestrel Heat also intends to compensate non-management directors for service on the board and respective board committees in customary amounts and types. The specific types and amounts of management incentive compensation arrangements and non-management director fees are expected to be formulated and finalized prior to consummation of the recapitalization.

Future Plans of Kestrel Heat

Except as part of the recapitalization disclosed in this proxy statement, Kestrel Heat does not have any specific intention with respect to Star Gas Partners that would involve any of the following transactions:

payment of extraordinary distributions;

issuance of additional equity to third parties;

refinancing, reducing or increasing existing indebtedness of Star Gas Partners;

additional purchases of interests in Star Gas Partners; and

mergers or other consolidation transactions involving Star Gas Partners.

However, if the recapitalization is consummated, Kestrel Heat will be able to consider those transactions and may recommend them to the unitholders of Star Gas Partners for approval or, if no other partnership approvals are required, effect those transactions as the general partner of Star Gas Partners. There is no assurance, however, as to when or whether any of the transactions referred to above might occur. Under applicable law, directors of Kestrel Heat as general partner of Star Gas Partners will owe fiduciary obligations to all of the unitholders of Star Gas, not just M2 and affiliates of Kestrel. However, Kestrel s right to control the board of directors could have the effect of delaying, deterring or preventing tender offers or takeover attempts that some or a majority of Star Gas s unitholders might consider in their best interests, including offers or attempts that might result in the payment of a premium over the market price for the units. If Star Gas Partners enters into a transaction, Kestrel Heat, M2 and Kestrel will participate in the benefits of that transaction to the extent of their ownership of interests in Star Gas Partners.

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UNIT PURCHASE AGREEMENT

The following is a summary of the material provisions of the unit purchase agreement. This summary does not include all of the provisions of the unit purchase agreement, which is attached as Annex A to this proxy statement, and the full text of which is incorporated into this proxy statement by reference. Holders of common units and subordinated units should read the unit purchase agreement in its entirety.

Agreement to Sell and to Purchase Common Units

The unit purchase agreement provides that subject to the terms and subject to the conditions set forth in the agreement, on the closing date Star Gas Partners shall sell to Kestrel Heat and M2, both wholly-owned subsidiaries of Kestrel:

(a) 500,000 common units to Kestrel Heat;

(b) 7,000,000 common units to M2;

(c) 325,729 new general partner units to Kestrel Heat; and

(d) a number of common units to M2 equal to the number of common units that are not subscribed for in the rights offering.

The purchase price for the common units is $2.00 per unit. The general partner units will be issued for no additional consideration.

On December 27, 2005, the last trading day prior to the commencement of the printing of this proxy statement, the closing sales price of the common units on the NYSE was $1.72 per unit and the closing sales price of the subordinated units on the NYSE was $1.75 per unit. On December 2, 2005, the last trading day prior to the public announcement of the recapitalization transaction with Kestrel, the closing sales price of the common units on the NYSE was $1.32 per unit and the closing sales price of the subordinated units was $1.89 per unit.

Replacement of the General Partner

The unit purchase agreement provides, as a condition to closing, for the withdrawal of Star Gas as our general partner and the election of Kestrel Heat as our new general partner, effective as of the closing date. Star Gas shall contribute its existing general partner units and its .01% equity interest in Star/Petro to Star Gas Partners for no consideration. Kestrel Heat will agree to assume the rights and duties of Star Gas as our general partner and to be bound by the provisions of our partnership agreement.

The Rights Offering

The unit purchase agreement provides, as a condition to closing, that we shall distribute to each record holder of common units, as a of a record date to be set by us, a non-transferable right (the right) to purchase, at $2.00 per unit, a pro-rata portion of 17,500,000 common units (subject to rounding as set forth below). It is currently anticipated that in the rights offering:

- we will distribute .5441 non-transferable rights with respect to each common unit outstanding as of the record date for the rights offering, at no cost to the record holders;

- one full right plus $2.00 in cash will entitle the holder to purchase one common unit;

- the rights will be evidenced by non-transferable subscription certificates;

- no fractional rights or cash in lieu thereof will be issued or paid, and the number of rights distributed to each holder of common units will be rounded up to the nearest whole number of rights (provided that such rounding shall not cause the total purchase price of the common units issuable upon exercise of the right to exceed $35,000,000); and

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brokers, dealers and other nominees holding common units on the record date of more than one beneficial owner will be entitled to obtain separate subscription certificates for their beneficial owners so that they may each receive the benefit of rounding.

M2 has agreed to purchase at $2.00 per unit any common units that are not purchased in the rights offering.

Covenants of Star Gas Partners in the Unit Purchase Agreement

The unit purchase agreement contains various covenants regarding the recapitalization. The unit purchase agreement requires that Star Gas Partners take all commercially reasonably action necessary to call and hold the special meeting as promptly as practicable to consider and vote on the adoption and approval of the issuance and sale of common units pursuant to the unit purchase agreement and other matters incident to the recapitalization for which unitholder approval is required.

The unit purchase agreement provides that, subject to its fiduciary duties, the board must:

recommend to the unitholders that they vote in favor of the adoption and approval;

use its reasonable best efforts to solicit from the unitholders proxies in favor of such adoption and approval; and

take all other action reasonably necessary to secure a favorable vote of the unitholders.

Star Gas Partners must also use its reasonable best efforts to obtain a statement from its officers and directors who own partnership securities to the effect that such persons intend to vote all of their partnership securities in favor of the recapitalization.

In addition the unit purchase agreement requires Star Gas Partners to prepare and file with the SEC a registration statement to register common units issued in the rights offering, and use its reasonable best efforts to have such registration statement declared effective as promptly as practicable after the special meeting. Star Gas Partners must also use its reasonable best efforts to cause the common units issuable upon exercise of the rights to be approved for listing on the NYSE prior to the closing.

Covenants Regarding the Conduct of Star Gas Partners Business Prior to Closing

Under the unit purchase agreement, Star Gas Partners has agreed that, at all times prior to the earlier of the closing or the termination of the unit purchase agreement in accordance with its terms, Star Gas Partners will conduct its business in the ordinary and usual course. Except as otherwise contemplated by the unit purchase agreement, none of the Star Gas Partners entities, including Star Gas, may without the written consent of Kestrel do or engage in any of the following activities:

amend its charter, bylaws or other organizational documents or make any material changes in its capital structure;

incur any liability or obligations or pay, discharge or satisfy any claims, liabilities or obligations except in the ordinary course of business consistent with past practice, or settle or compromise any litigation or claims involving liability in excess of $500,000;

incur any indebtedness for borrowed money, except under Star Gas Partners existing credit facility;

make any loans or advances to any person, subject to certain exceptions;

declare or pay any dividend or make any other distribution with respect to its capital stock or other securities, other than certain dividends paid by subsidiaries;

except for units issuable upon exercise of outstanding unit appreciation rights, issue, sell or deliver or purchase or otherwise acquire any of its partnership interests or other securities;

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encumber any of its assets or properties, other than by operation of law or in the ordinary and usual course of business or to secure its existing indebtedness;

other than in the ordinary course of business, dispose of any assets, or waive, release, grant or transfer any rights of value, subject to certain exceptions;

acquire any corporation or other business organization; create or make any investment in any subsidiary; or make any capital expenditure, other than one disclosed in the capital expenditure budget previously provided to Kestrel and other expenditure not to exceed $500,000;

with certain exceptions, enter into, adopt or amend or terminate any collective bargaining agreement or any employee benefit plan; approve or implement any employee lay off or other personnel reorganization plan; approve or implement any employment severance arrangements; retain or discharge any officers and executive management personnel; authorize or enter into any employment, severance, consulting services or other agreement with any officers and executive management personnel; or change the compensation or benefits provided to any director, officer and employee;

other than supply and other contracts entered into in the ordinary course of business, enter into any material contract, agreement, lease or other commitment; or amend or modify in any material respect any of the agreements governing Star Gas Partners existing indebtedness or an other material contract, agreement, lease or other commitment;

other than hedges to supply and sales agreements entered into in the ordinary course of business, enter into any speculative or commodity swaps, hedges or other derivatives transactions or purchase any securities for investment purposes, other than in connection with cash management;

other than in the ordinary course of business and consistent with past practice, authorize, enter into or amend any contract, agreement, or other commitment with a director, officer, employee or other affiliate pursuant to which any such person will receive compensation, consideration or benefit of any kind from Star Gas Partners or any subsidiary; and

make or change any material tax election, change any method of tax accounting, grant any extension of time to assess any tax or settle any tax claim, amend any tax return in any material respect or settle or compromise any material tax liability.

Representations and Warranties

The unit purchase agreement includes standard representations and warranties by Star Gas Partners as to itself and its subsidiaries, including with respect to:

organization, standing and authority;

capitalization;

the power and authority to execute the unit purchase agreement and consummate the transactions contemplated therein, including necessary partnership approval, subject to unitholder approval;

absence of defaults caused by the execution of the unit purchase agreement;

the accuracy of financial statements and reports filed with the SEC;

pending or threatened litigation;

compliance with applicable laws;

the absence of undisclosed contracts and defaults;

brokers and finders fees;

employee compensation and benefit plans and related matters;

labor matters;

the absence of violations or liabilities under environmental laws;

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certain tax matters;

the absence of any necessary regulatory approvals of the transaction, except under state securities or Blue Sky laws;

the conduct of business in the ordinary and usual course and the absence of certain materially adverse changes;

certain insurance matters;

the condition and sufficiency of certain tangible assets; and

the ownership and rights to use certain intellectual property.

The unit purchase agreement also includes standard representations and warranties by the Kestrel entities, including with respect to:

organization, standing and authority;

the power and authority to execute the unit purchase agreement;

the absence of defaults caused by the execution of the unit purchase agreement;

the absence of any necessary regulatory approvals of the transaction, except under state securities laws or Blue Sky Laws;

the buyers investment intent and status as accredited investors; and

the buyers financial resources.

Conditions to Closing of the Unit Purchase Agreement

The unit purchase agreement generally provides that the obligations of each of Star Gas Partners and the Kestrel entities to close the agreement are subject to a number of conditions, including the following:

approval of the transaction by the Star Gas Partners unitholders;

absence of any order, decree or injunction to prevent the transactions contemplated by the unit purchase agreement, or any pending governmental action, proceeding or investigation to enjoin, delay or restrict the transaction;

absence of any partnership material adverse effect which is defined below;

effectiveness of the registration statement relating to the rights offering;

receipt of legal opinions as to certain corporate, partnership and tax matters;

approval of the Star Gas Partners common units to be issued to Kestrel Heat and M2 and in the rights offering for listing on the NYSE, subject to official notice of issuance;

the consent of the senior lenders under Star Gas Partners existing credit facility that the appointment of Kestrel Heat as our new general partner shall not constitute a change of control;

as to the Kestrel entities, the absence of any breaches in the representations and warranties of Star Gas Partners which would reasonably be expected to result in loss or liability of $2,500,000 or more;

closing of the rights offering; and

the successful completion and closing of the senior notes exchange offer whereby holders of at least 93% in principal amount of our senior notes agree to tender such notes at par (a) for a pro rata portion of $60 million in cash (less amounts required to be paid upon a change in control), (b) in exchange for approximately $26.9 million in new common units at a price of $2.00 per unit and (c) in exchange for an agreement that the noteholders shall not take any action to accelerate the indebtedness due under the indenture for the senior notes.

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Partnership material adverse effect means, except as disclosed in our financial statements and SEC reports, including a draft of our fiscal 2005 Annual Report on Form 10-K that we provided to Kestrel in connection with the execution of the unit purchase agreement, an event that would have a material adverse effect on the financial condition, business, properties, or results of operations of the partnership entities, taken as a whole, except for changes affecting the economy generally or changes in commodity prices or other changes affecting the heating oil industry generally.

Amendment and Waiver

The unit purchase agreement provides that any provision of the unit purchase agreement may be:

waived in writing by the party benefited by that provision; or

modified or amended at any time by a written agreement signed by all of the parties.

Indemnification of Kestrel and Star Gas Partners

The unit purchase agreement contains certain mutual indemnification agreements between Kestrel and Star Gas Partners for claims and liabilities arising from the unit purchase agreement, the recapitalization and breaches of representations, warranties, covenants and agreements contained in the unit purchase agreement; provided that claims with respect to the breach of representations and warranties must be brought within a one year period following closing. The parties indemnification obligations do not apply to any individual claim of less than $50,000 until the aggregate of all claims less than $50,000 exceeds $500,000. Once the $500,000 threshold is exceeded, the indemnified parties are entitled to recovery from the first dollar of liability up to a cap of 25% of the aggregate purchase price paid by the Kestrel entities for their common units.

Directors and Officers Indemnification and Insurance

The unit purchase agreement also provides that Kestrel will cause Star Gas Partners to maintain, for a period of six years after the completion of the transaction, the current indemnification agreements and provisions for Star Gas officers and directors and the current policies of directors and officers liability insurance maintained by Star Gas Partners, or policies of at least the same coverage and amounts containing terms and conditions that are no less advantageous, with respect to claims arising from facts or events that occurred before the date of the completion of the transaction. Star Gas Partners will not be required to expend in any one year an amount more than current annual premiums paid by Star Gas Partners for directors and officers liability insurance, and if that insurance cannot be obtained or if the annual premiums of that insurance coverage exceed this amount, Star Gas Partners will be obligated to obtain a policy with the most advantageous policies available for a cost not exceeding that amount. Alternatively, Star Gas Partners may purchase a six-year tail prepaid policy covering liabilities arising from facts or events that occurred on or prior to the closing date (including acts and omissions occurring in connection with the approval of the unit purchase agreement and the transactions contemplated thereby) on terms and conditions no less advantageous to the insured than the directors and officers insurance; provided, that in no event shall Star Gas Partners be required to expend in excess of the current annual premiums.

Covenants Regarding Exclusivity

We have agreed that we will not, and will use reasonable efforts to insure that our affiliates and representatives do not, directly or indirectly, solicit any offer from, initiate or engage in any discussions or negotiations with, or provide any information other than publicly available information to, any person concerning any acquisition proposal. In addition, subject to the other provisions described below, we have agreed that we will not engage in any communications whatsoever, directly or indirectly, with any party that initiates discussions regarding a potential acquisition proposal except for communications that are wholly unrelated to such a potential acquisition proposal or to notify such party that it will not engage in any communications at such time.

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Acquisition proposal means (i) any proposal to commence or conduct a tender or exchange offer involving Star Gas Partners or one or more of the partnership entities, (ii) any proposal for a merger, consolidation or other business combination involving Star Gas Partners or one or more of the partnership entities, (iii) any proposal or offer to acquire in any manner a substantial equity interest in Star Gas Partners or one or more of the partnership entities, (iv) any proposal or offer to acquire in any manner a substantial portion of our business or the assets associated with our business, (v) any proposal or offer with respect to any recapitalization or restructuring (whether of equity or debt or a combination thereof) with respect to Star Gas Partners or one or more of the partnership entities, or (vi) any proposal or offer with respect to any other transaction similar to any of the foregoing with respect to Star Gas Partners or any of the partnership entities.

Notwithstanding the foregoing, nothing contained in the unit purchase agreement prohibits us from (x) in the event of an unsolicited acquisition proposal, requesting from the third party such information as may be reasonably necessary for the board of directors of Star Gas to inform itself as to the material terms of such acquisition proposal for the sole purpose of determining whether such acquisition proposal constitutes a superior proposal, (y) taking (and disclosing to our unitholders or partners) our position with respect to a tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2 under the Exchange Act or (z) making such disclosure to our unitholders or partners as in the good-faith judgment of the board of directors of Star Gas, after receipt of advice from outside legal counsel, that such disclosure is advisable for the board of directors of Star Gas to comply with its fiduciary duties under applicable law.

Notwithstanding the foregoing, prior to the closing date, we may furnish information concerning our business or the assets associated with our business to any person pursuant to a confidentiality agreement with terms no less favorable to us or our affiliates than those contained in the confidentiality agreement with Kestrel and may negotiate and participate in discussions and negotiations with such person concerning an acquisition proposal if, but only if, (i) such acquisition proposal is reasonably likely to be consummated (taking into account the legal aspects of the proposal, the person making the acquisition proposal and approvals required in connection therewith), (ii) such person has on an unsolicited basis, and in the absence of any violation of the nonsolicitation provisions by us or our affiliates, submitted a bona fide, written proposal to us relating to any such transaction that the board of directors of Star Gas determines in good faith, after receiving advice from our financial advisors, may reasonably be expected to be more favorable to us or our unitholders or partners from a financial point of view than the transactions contemplated by the unit purchase agreement, and (iii) in the good faith opinion of the board of directors of Star Gas, after consultation with our outside legal counsel, providing such information or access or engaging in such discussions or negotiations is in the best interests of Star Gas Partners and its unitholders or partners and necessary in order for the board of directors of Star Gas to discharge its fiduciary duties to our unitholders or partners under applicable law (an acquisition proposal that satisfies clauses (i), (ii) and (iii) being referred to as a superior proposal).

Except as set forth above, neither the board of directors of Star Gas nor any committee thereof may (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to the transactions contemplated by the unit purchase agreement or to buyers, the approval or recommendation by the board of directors of Star Gas of the unit purchase agreement or the transactions contemplated by the unit purchase agreement, (ii) approve or recommend or propose to approve or recommend, any acquisition proposal or (iii) enter into any contract or other agreement with respect to any acquisition proposal. Notwithstanding the foregoing, prior to the closing, the board of directors of Star Gas may (subject to the terms of this and the following sentence) withdraw or modify its approval or recommendation of the unit purchase agreement or the transactions contemplated by the unit purchase agreement, approve or recommend a superior proposal, or enter into a contract or other agreement with respect to a superior proposal.

We may terminate the unit purchase agreement, and we or our affiliates may enter into an acquisition agreement with respect to a superior proposal, provided that, prior to any such termination we have provided certain required notice to the Kestrel entities and have paid the break-up fee and expense reimbursement payments described below under Termination; Break-up fee and Expense Reimbursement.

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Termination; Break up Fee

The unit purchase agreement may be terminated, and the transaction abandoned, at any time prior to the completion of the transaction, whether before or after approval of the restructuring by the Star Gas Partners unitholders:

- by the mutual consent of Kestrel and Star Gas Partners;
- by either Kestrel or Star Gas Partners:
  - if the other party materially breaches any of its representations, warranties and covenants and the breach is not cured or curable within the prescribed time;
  - if approval of Star Gas Partners unitholders is not obtained; or
  - upon the occurrence of a bankruptcy event with respect to Star Gas Partners or any of its subsidiaries;
- by Kestrel if Star Gas Partners breaches any of its exclusivity obligations or if the senior lender or the non-consenting bondholders take steps to accelerate their existing indebtedness; and
- by Star Gas Partners if it elects to accept a superior proposal.

Furthermore, the unit purchase agreement may be terminated by Star Gas Partners or Kestrel if the transaction is not completed on or before April 30, 2006.

The unit purchase agreement provides that, in addition to the fees and expenses which Star Gas Partners is obligated to reimburse Kestrel (described below), Star Gas Partners shall pay Kestrel a break-up fee of $4,000,000 in the event:

- the unit purchase agreement is terminated by Star Gas Partners in order to accept a superior proposal or by Kestrel upon a breach by us of our exclusivity obligations;
- the unit purchase agreement is terminated for any reason, other than by Star Gas Partners by reason of or resulting from any breach by Kestrel of any of its representations, warranties, covenants, or agreements contained in the unit purchase agreement, and at the time of such termination a superior proposal existed; or
- (x) the unit purchase agreement is terminated for any reason, other than by Star Gas Partners by reason of or resulting from any breach by Kestrel of any of its representations, warranties, covenants, or agreements contained in the unit purchase agreement, (y) an acquisition proposal existed at any time during the term of the unit purchase agreement and (z) prior to the twelve-month anniversary of such termination, Star Gas Partners or any of its affiliates consummates an acquisition proposal that is from a financial point of

view to the holders of the common units equal to or superior to the transactions contemplated by the unit purchase agreement and such acquisition proposal resulted, directly or indirectly, from any communication with respect to such acquisition proposal which occurred either during the term of the unit purchase agreement or within six months following the termination of the unit purchase agreement. If Kestrel terminates the purchase agreement and one or more of the noteholders who have entered into lockup agreements with Star Gas Partners (as long as such noteholders have not interfered with the transaction with Kestrel and are not otherwise in breach of such lockup agreements) consummates an acquisition proposal pursuant to the terms of the lock-up agreements, then Kestrel will be entitled only to expenses, and not to the break-up fee.

If the parties disagree as to whether the consummated acquisition proposal is, from the financial point of view of the holders of common units, equal to or superior to the transactions contemplated by the unit purchase agreement for purposes of triggering the payment of the termination fee, Star Gas Partners and Kestrel shall jointly engage and equally share the expense of a mutually agreeable nationally recognized investment banking firm within 30 days of the date of the consummation of the acquisition proposal to make such determination and

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the decision of such investment banking firm shall be binding upon all parties. Except for claims for indemnification pursuant to the provisions discussed above or circumstances involving fraud, any amount payable as set forth above shall, when paid, be the sole and exclusive remedy of Kestrel and shall be in lieu of all remedies at law or equity of the Kestrel parties.

Expense Reimbursement

Star Gas Partners will bear all of its own expenses incurred for the unit purchase agreement and the transactions contemplated therein. Star Gas Partners shall also reimburse the Kestrel entities for all out-of-pocket expenses reasonably incurred by them in connection with the proposed transaction including, without limitation, the fees and expenses of Kestrel s legal counsel and all third party consultants engaged by the Kestrel entities to assist in the transaction, subject to the requirement that any such third party consultants other than accountants or environmental consultants, shall be subject to the approval of Star Gas Partners, which approval will not be unreasonably withheld. Such reimbursements to the Kestrel entities shall be due at the closing, or promptly following any earlier termination of the unit purchase agreement by any of the parties for any reason, other than a termination by Star Gas Partners as a result of Kestrel s breach of its obligations or if Kestrel s representations and warranties should fail to be accurate in all material respects; provided, that in the event of such earlier termination, the amount of expense reimbursement shall be limited to between $350,000 and $500,000 depending on the reason for such termination. The $350,000 reimbursement would be payable due to a termination for the failure of the limited partners of Star Gas Partners to adopt the matters in this proxy statement necessary for the completion of the transaction, while the $500,000 reimbursement would be payable due to a termination for any other reason other than a breach by Kestrel.

Equity Maintenance Agreement

Yorktown, Kestrel s principal investor, has entered into an equity maintenance agreement with the Kestrel entities pursuant to which Yorktown has agreed to provide Kestrel with sufficient funds to permit the Kestrel entities to purchase the common units that they have agreed to purchase under the unit purchase agreement. Star Gas Partners is a third party beneficiary of this agreement.

Registration Rights

If Kestrel Heat replaces Star Gas as general partner of Star Gas Partners, Kestrel Heat and M2 will have three demand and unlimited piggyback registration rights by virtue of the provisions in the amended and restated agreement of limited partnership, including our partnership agreement as currently in effect.

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AMENDMENTS TO THE PARTNERSHIP AGREEMENT

The following is a summary of the material amendments to the current Star Gas Partners amended and restated agreement of limited partnership to be voted upon by the Star Gas Partners unitholders, which is qualified in its entirety by reference to the full text of the proposed Star Gas Partners second amended and restated agreement of limited partnership attached as Annex B. Annex B shows the portions of the existing Star Gas Partners amended and restated agreement of limited partnership that will be deleted or changed and provisions that will be added if the transaction is completed.

Introduction; Vote Required by Unitholders in Order to Amend the Partnership Agreement

Star Gas, the current general partner, proposes the adoption of the amendments described below to the Star Gas Partners amended and restated agreement of limited partnership. This amendment proposal must receive the approval of the holders of a unit majority. The enclosed proxy affords unitholders an opportunity to separately vote for or against the amendment proposal by marking the appropriate box on their proxy card. **However, the other proposals relating to the recapitalization proposal will not be effected unless the amendments are adopted.**

The following are the principal amendments proposed to be adopted in the recapitalization. Please read this section in connection with Comparison of the Star Gas Partnership Agreement Before and After the Recapitalization and Cash Distribution Policy, as those sections will provide more detail about the second amended and restated partnership agreement that will be in effect after the recapitalization.

Conversion of Senior Subordinated Units and Junior Subordinated Units into Common Units. The proposed amendments will provide for the mandatory conversion of each outstanding senior subordinated unit and each junior subordinated unit into one common unit, as a result of which the subordination period will end. Collectively, 3,391,982 senior subordinated units and 345,364 junior subordinated units will convert into 3,737,346 common units. The termination of the subordination period will have the following effects:

There will no longer be senior subordinated units or junior subordinated units whose distributions are subordinated to the common units. The converted common units will share pro rata with all distributions on the existing common units.

The cumulative accrued and unpaid arrearages in payment of the minimum quarterly distribution on the common units as of the effective date of the recapitalization will be eliminated. Under our partnership agreement as currently in effect, no distributions of available cash from operating surplus may be made on the senior subordinated units, junior subordinated units and general partner units, including incentive distributions, until all arrearages on the common units have been paid. As of November 30, 2005, the amount of accrued and unpaid arrearages on the common units was $92.5 million. Assuming that the number of outstanding common units remained at 32,165,528 and that we did not distribute any available cash from operating surplus, these arrearages would increase by $18.5 million per quarter. If the recapitalization is not consummated, it is unlikely that regular distributions on the common units would be resumed in the foreseeable future and it is considerably less likely that regular distributions would ever resume on the senior subordinated units because of their subordination terms.

Our partnership agreement currently requires a unitholder vote during the subordination period for us to issue units senior to the common units or in excess of 5,500,000 additional common units except in connection with accretive acquisitions or capital improvements or in certain other circumstance. The amendment proposal would eliminate all restrictions on our ability to issue additional partnership units.

Reduction of the Minimum Quarterly Distribution. The proposed amendments will reduce the minimum quarterly distribution on the common units from $0.575 per unit per quarter, or $2.30 per year, to $0.0 per unit through September 30, 2008 and to $0.0675 per unit, or $0.27 per year, thereafter. We believe that this amendment will more closely align the minimum quarterly distribution with the levels of available cash that we expect to generate in the future.

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Reduction of Incentive Distribution Levels. The proposed amendments will reduce the target distribution levels for the incentive distribution rights so that, commencing with the quarter beginning October 1, 2008, or, if we elect to commence making distributions sooner, the quarter in which any distribution of available cash is made, the new general partner units in the aggregate will be entitled to receive 10% of the cash distribution in a quarter once each common unit and general partner unit has received $.0675 for that quarter, plus any arrearages on the common units from prior quarters, and 20% of the cash distributions in a quarter once each common unit and general partner unit has received $.1125 for that quarter, plus any arrearages on common units from prior quarters. Under the partnership agreement as currently in effect, the senior subordinated units, junior subordinated units and general partner units are not entitled to receive incentive distributions until $0.604 has been distributed on each common unit for a quarter, plus any arrearages on the common units for prior quarters.

Suspension of Mandatory Distribution of Available Cash. We suspended distributions on our senior subordinated units, junior subordinated units and general partner units on July 29, 2004 and on our common units on October 18, 2004. The proposed amendments will provide that we are not required to distribute available cash through the quarter ending September 30, 2008. We do not intend to make distributions of available cash during this period, even if we have available cash to distribute.

Amendment to Distributions Upon Liquidation. The proposed amendments will modify the manner in which net income, net loss, net termination gain and net termination loss are allocated among the unitholders. The allocation provisions will be modified to be consistent with the reduction of the incentive distribution levels. The amendments in the allocation provisions will affect the balances in the unitholders capital accounts. Consequently, the amendments will affect the amount of distributions that the unitholders will receive upon liquidation.

Reduction of Initial Unit Price. The initial unit price will be reduced from $22.00 to $2.00, which means that distributions of available cash from capital surplus will be made 100% on all units, pro rata, until each common unit outstanding on the closing date of the recapitalization has received available cash from capital surplus of $2.00 per unit, plus any unpaid arrearages in payment of the minimum quarterly distribution on the common units, at which time the general partner units will be entitled to receive incentive distributions on further distributions of available cash from capital surplus. The effect of this change is to substantially reduce the amount of the distributions from capital surplus to be made to holders of the common units before the general partner units will receive 20% of distributions of capital surplus.

Amendment to the Definition of Operating Surplus. The definition of operating surplus will be amended to (1) change the operating surplus basket from $20,340,600 to $22,000,000, (2) reset the measurement date for cash on hand to be included in operating surplus from the closing date of our initial public offering to the closing date of the recapitalization and (3) reset the measurement date for calculating operating surplus from the closing date of our initial public offering to the closing date of the recapitalization. The cumulative operating surplus through September 30, 2005, including cash on hand as of the closing date of the initial public offering and the operating surplus basket, is a negative $120.5 million, meaning that without this change, we would have to generate over $120.5 million in positive operating surplus before we would be able to make any payments toward the minimum quarterly distribution on the common units.

Change to the Definition of Operating Expenditure. Clarifies that non-pro rata purchases of common units, other than those made with the proceeds of interim capital transactions, are operating expenditures that reduce available cash from operating surplus.

Changes to the Audit Committee. Our partnership agreement currently provides that the audit committee of the general partner shall, if requested by the general partner, approve transactions that involve potential conflicts of interest between the general partner and its affiliates, on one hand, and the partnership, any partner or

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any assignee, on the other hand. If such a transaction is approved by the audit committee, it is deemed fair and reasonable to the partnership. The amendment proposal would provide for a conflicts committee comprised of independent directors to assume this role in place of the audit committee and would tighten the independence requirements for membership on the committee.

Changes to Tax Provisions. Because taxable income and loss are allocated among the unitholders in a manner consistent with the manner in which distributions are made, the amendments to the distribution provisions disclosed above will require corresponding modifications in the allocation of taxable income and loss among the unitholders. In addition, the proposed amendments will require an interim closing of our books for federal income tax purposes in 2006 on the effective date of the recapitalization. In 2006, tax items incurred on or before the effective date will be allocated among the unitholders based upon their percentage interest in Star Gas Partners prior to the effective date, and tax items incurred after the effective date will be allocated among the unitholders based upon their percentage interest following the effective date.

Conforming Changes. Additional changes will be required to conform our current partnership agreement to the amendments and to facilitate the restructuring proposal. It is the good faith opinion of Star Gas that the conforming changes do not adversely affect the unitholders in any material respect. Thus, under the current partnership agreement, Star Gas may make any or all conforming changes without the consent of the unitholders.

Comparison of the Star Gas Partnership Agreement Before and After the Recapitalization

The following chart summarizes the material provisions of the Star Gas Partners partnership agreement in effect now and as will be in effect if the recapitalization is approved:

Before Recapitalization		After Recapitalization
	Requirement to Distribute Available Cash	
Within 45 days following the end of each quarter, Star Gas Partners is required to distribute 100% of its available cash with respect to such quarter to partners as of the record date selected by the general partner in its reasonable discretion.		Within 45 days following the end of each quarter commencing with the quarter beginning October 1, 2008, Star Gas Partners is required to distribute 100% of its available cash with respect to such quarter to partners as of the record date selected by the general partner in its reasonable discretion. Star Gas Partners has no obligation to distribute available cash through the quarter ending September 30, 2008 and currently has no intention of making any such distributions.
	Definition of Available Cash	
Available cash for any quarter consists generally of all cash on hand at the end of that quarter, as adjusted for reserves. The general partner has broad discretion in establishing reserves.		Available cash for any quarter will continue to consist of all cash on hand at the end of that quarter, as adjusted for reserves. The general partner has broad discretion in establishing reserves.

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Before Recapitalization		After Recapitalization
	Minimum Quarterly Distribution	
$0.575 per unit per quarter or $2.30 per unit per year.		$0.0 through the earlier of (i) the quarter ending September 30, 2008 or (ii) the last day of any quarter preceding the quarter in which Star Gas Partners makes a distribution of available cash and $0.0675 per unit per quarter or $0.27 per unit per year.
	Target Distribution Levels	
First target distribution level $0.604 per unit per quarter.		First target distribution level $0.1125 per unit per quarter.
Second target distribution level $0.711 per unit per quarter.		The second and third target distribution levels have been eliminated.
Third target distribution level $0.926 per unit per quarter		
	Distribution of Available Cash from Operating Surplus	
Available cash from operating surplus with respect to any quarter during the subordination period will be distributed in the following manner:		Available cash from operating surplus with respect to any quarter will be distributed in the following manner:
First, 100% to the common units, pro rata, until we distribute to each common unit the minimum quarterly distribution of $0.575;		First, 100% to the common units, pro rata, until we distribute to each common unit the minimum quarterly distribution of $0.0675;
Second, 100% to the common units, pro rata, until we distribute to each common unit any arrearages in payment of the minimum quarterly distribution on the common units for prior quarters;		Second, 100% to the common units, pro rata, until we distribute to each common unit any arrearages in payment of the minimum quarterly distribution on the common units for prior quarters;
Third, 100% to the senior subordinated units, pro rata, until we distribute to each senior subordinated unit the minimum quarterly distribution of $0.575;		Third, 100% to the general partner units, pro rata, until we distribute to each general partner unit the minimum quarterly distribution of $0.0675;
Fourth, 100% to the junior subordinated units and general partner units, pro rata, until we distribute to each junior subordinated unit and general partner unit the minimum quarterly distribution of $0.575;		Fourth, 90% to the common units, pro rata, and 10% to the general partner, pro rata, until we distribute to each common unit the first target distribution of $0.1125;

	Thereafter, 80% to the common units, pro rata, and 20% to the general partner units, pro rata.

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Before Recapitalization	After Recapitalization
Fifth, 100% to all units, pro rata, until we distribute to each unit an amount equal to the first target distribution of $0.604 (exclusive of payments of arrearages);	
Sixth, 86.7% to all units, pro rata, and 13.3% to all senior subordinated units, junior subordinated units and general partner units, pro rata, until we distribute to each common unit an amount equal to the second target distribution of $0.711 (exclusive of payments of arrearages);	
Seventh, 76.5% to all units, pro rata, and 23.5% to all senior subordinated units, junior subordinated units and general partner units, pro rata, until we distribute to each common unit an amount equal to the third target distribution of $0.926 (exclusive of payments of arrearages);	
Thereafter, 51% to all units, pro rata, and 49% to all senior subordinated units, junior subordinated units and general partner units, pro rata.	
Subordination Period	
There are currently 3,391,982 senior subordinated units and 345,364 junior subordinated units outstanding. The subordination period will end and these units will convert into common units on a one-for-one basis on the first day of any quarter that each of the following tests are met:	Because all senior subordinated units and junior subordinated units will convert into common units, the subordination period will end. All outstanding limited partner units will be common units.
distributions of available cash from operating surplus on all units equaled or exceeded the minimum quarterly distribution with respect to each of the three non-overlapping four-quarter periods immediately preceding that date;	

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Before Recapitalization	After Recapitalization
the adjusted operating surplus generated during each of the three immediately preceding non-overlapping four-quarter periods equaled or exceeded the sum of the minimum quarterly distribution on all units on a fully diluted basis; and	
there are no arrearages in payment of the minimum quarterly distribution on the common units.	
Upon the expiration of the subordination period, each senior subordinated unit and junior subordinated unit shall convert into one class B common unit and each common unit will be redesignated as a class A common unit. The main difference between the class A common units and the class B common units is that the class B common units will continue to have the right to receive incentive distributions.	
Based on current conditions, we do not expect the subordination period to end in the foreseeable future, since we have not been generating sufficient operating surplus to pay the minimum quarterly distribution and as of November 30, 2005 there were $92.5 million in arrearages on the common units and we are not currently making any distributions on our units.	

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Before Recapitalization	After Recapitalization
Voting	
Approval of a unit majority is required for the following:	Approval of a majority of the outstanding common units, including common units owned by the general partner and its affiliates, is required for the following:
the issuance of additional common units during the subordination period, with certain exceptions;	certain amendments to our partnership agreement;
the issuance of units senior to the common units during the subordination period;	the merger of our partnership or the sale of all or substantially all our assets; and
certain amendments to our partnership agreement;	the dissolution of our partnership.
the merger of our partnership or the sale of all or substantially all our assets; and	
the dissolution of our partnership.	
A unit majority during the subordination period means at least a majority of outstanding common units, voting as a class, and a majority of outstanding senior subordinated units and junior subordinated units voting as a single class, in each case excluding units owned by our general partner and its affiliates. After the subordination period, a unit majority means at least a majority of the outstanding common units.	

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DESCRIPTION OF DEBT AMENDMENTS

Amendment to Revolving Credit Facility

On November 3, 2005, our heating oil segment entered into an amendment to its revolving credit facility that increased the borrowing limits by $50 million to $310 million (subject to certain borrowing base limitations and coverage ratios) for the peak winter months of December through March.

In addition, it is a condition of closing of the unit purchase agreement that we obtain the agreement of the lenders that the appointment of Kestrel Heat as our new general partner shall not constitute a change of control.

Senior Note Consent Solicitation and Tender Offer

Effective as of December 5, 2005, we entered into agreements with an unaffiliated group of investors who hold approximately 94% of the principal amount of our outstanding 10.25% senior notes due 2013 (the consenting noteholders). The obligations of the consenting noteholders under the agreements are contingent upon the continued effectiveness of, and closing of the transactions contemplated by, the Kestrel unit purchase agreement.

The agreements with the consenting noteholders provide that:

(a) The consenting noteholders commit to and will tender their senior notes at par in exchange for (i) a pro rata portion of $60 million or, at Star Gas Partners option, up to approximately $73.1 million in cash (less any principal, interest and premium payments required to be offered to non-tendering noteholders pursuant to the change-in-control offer required to be made under the indenture for the senior notes), (ii) 13,433,962 (subject to adjustment based on rounding) newly issued common units at a conversion price of $2.00 per unit (which new units would be acquired by exchanging approximately $26.9 million senior notes), and (iii) new senior notes representing the remaining face amount of the tendered senior notes. The tender offer is conditioned upon closing of the transactions under the unit purchase agreement and receipt of valid tenders from holders of at least 93% of the outstanding senior notes.

(b) The consenting noteholders will not, without the prior written consent of Star Gas Partners, sell, transfer, assign, pledge, grant an option on, grant proxies on, deposit with a voting trust, enter into a voting agreement with respect to or otherwise dispose of or encumber their senior notes, subject to the right to transfer notes to a person that becomes a signatory to the agreement.

(c) The consenting noteholders will not short sell any equity securities of Star Gas Partners other than in connection with the recapitalization and will not take any action to oppose or interfere with the transactions contemplated by the unit purchase agreement, including the vote of unitholders contemplated by the unit purchase agreement.

(d) The consenting noteholders have agreed not to:

(i) take any action, and direct the trustee to take any action, to accelerate indebtedness due under the indenture for the senior notes; and

(ii) initiate, or have initiated on their behalf, any litigation or proceeding with respect to the senior notes, Star Gas Partners or any act or omission of Star Gas Partners prior to the closing of the transactions under the unit purchase agreement.

(e) The consenting noteholders will:

(i) forbear from exercising any rights or remedies in respect of any default, breach or claim under the indenture governing the existing senior notes (Indenture) resulting from the sale of Star Gas Partners propane business in December 2004, including Star Gas Partners use of such proceeds to purchase working capital inventory and Star Gas Partners determination that excess proceeds (as defined in the Indenture) shall not include any amounts invested in such inventory, the granting of liens or collateral to the lenders pursuant to the credit facility and to oppose any request or attempt to assert any default under the Indenture arising from the same;

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(ii) not tender the senior notes held by such consenting noteholders in the change of control offer which will be required to be made following the closing of the transactions under the unit purchase agreement;

(iii) consent to the amendments to the amended indenture to which Star Gas Partners and the consenting noteholders agreed (which amended indenture will eliminate restrictive covenants);

(iv) approve the indenture for the new senior notes which will, among other things, provide a restricted payments basket of $22 million, provide a basket for acquisitions of $60 million and provide that proceeds of asset sales may not be invested in current assets for purposes of the asset sale covenant; and

(v) subject to the approval of the required consenting noteholders (2/3 of the principal amount of the outstanding senior notes), waive the right to object to confirmation of a plan of reorganization in the event that Star Gas Partners files a petition for protection under Chapter 11 and to support Star Gas Partners Chapter 11 plan.

(f) Following the termination of the Kestrel unit purchase agreement (other than as a result of a failure to obtain a favorable unitholder vote or because the board of directors of Star Gas accepts a superior proposal), certain of the noteholders will have the right, at the option of such noteholders, to step into the Kestrel transaction and effect the Kestrel transaction with Star Gas Partners.

Certain of the noteholders agreements provide that the consenting noteholders retain the right to not exchange their notes for common units if a material adverse change occurs to Star Gas Partners prior to the exchange offer. In such event, the senior notes held by such consenting noteholders which would have been exchanged for common units would be subject to Star Gas Partners right, for the life of the notes, to call the notes at par.

The agreements with the consenting noteholders provide for the termination of its provisions in the event that the unit purchase agreement is no longer in effect, in the event that the unit purchase agreement has not closed by April 30, 2006, or in the event that the required consenting noteholders have consented to the commencement of Chapter 11 proceedings in accordance with Section 12(a) of the agreement, in which case the agreement will terminate 120 days after the filing for Chapter 11 protection, or such other date as the consenting noteholders agree.

Star Gas Partners has also entered into backstop agreements with two of the noteholders under which such noteholders each agreed to subscribe for 50% of the common units that are not subscribed for by other noteholders in connection with the exchange of approximately $26.9 million in senior notes for 13,433,962 (subject to adjustment based on rounding) common units. Star Gas Partners has further agreed to enter into a registration rights agreement with noteholders who, upon consummation of the tender offer, own 10% or more of the then outstanding common units, or provide an opinion of counsel that no such registration is required for the sale of the new units.

We intend to commence the tender/exchange offer and consent solicitation for the senior notes promptly following the mailing of this proxy statement.

Following the closing of the recapitalization, we will be required to make an offer to repurchase the senior notes that are not tendered in the exchange offer at a purchase price equal to 101% of face value. The amount of any notes that we are required to offer to purchase will reduce on a dollar-for-dollar basis the amount of cash that we are obligated to pay to the consenting noteholders in the tender offer.

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UNIT OWNERSHIP

The following table shows the beneficial ownership as of December 23, 2006 of common units, senior subordinated units, junior subordinated units and general partner units by:

(1) Star Gas LLC and certain beneficial owners;

(2) each of the named executive officers and directors of Star Gas LLC;

(3) all directors and executive officers of Star Gas LLC as a group; and

(4) each person Star Gas Partners knows to hold 5% or more of Star Gas Partners units.

Except as indicated, the address of each person is c/o Star Gas Partners, L.P. at 2187 Atlantic Street, Stamford, Connecticut 06902-0011.

	Common Units		Senior Subordinated Units		Junior Subordinated Units		General Partner Units(a)	
Name	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Star Gas LLC		%	29,133	*%		%	325,729	100%
Irik P. Sevin	33,000	*	300,609(b)	8.8	53,426	15.5	325,729(b)	100
Audrey L. Sevin	6,000	*	42,829(b)	1.3	153,131	44.3	325,729(b)	100
Hanseatic Americas, Inc.			29,133(b)	*	138,807	40.2	325,729(b)	100
Paul Biddelman			8,057	*				
William P. Nicoletti			5,252	*				
Stephen Russell			5,252	*				
Richard F. Ambury	2,125	*						
Joseph P. Cavanaugh		*						
Daniel P. Donovan								
All officers and directors and Star Gas LLC as a group (11 persons)	35,125	*	290,037	8.6%	53,426	16.4%	325,729	100%
Third Point Management Company LLC(c)	2,000,000	6.2%						
Dalal Street, Inc.(d)	1,802,926	5.4						
Lime Capital Management LLC(e)	1,690,100	5.3						
Atticus Capital LLC(f)	1,749,000	5.4						

(a) For purpose of this table, the number of General Partner Units is deemed to include the 0.01% equity partner interest in Star/Petro.
(b) Assumes each of Star Gas LLC owners may be deemed to beneficially own all of Star Gas LLC s general partner units and senior subordinated units, however, they disclaim beneficial ownership of these units, except to the extent of their proportionate interest therein.

The membership interests in Star Gas LLC are owned by its members in the following proportions: Audrey Sevin 44.2580%; Irik Sevin 15.6363%; and Hanseatic Americas, Inc. 40.1057%.

(c) According to a Schedule 13G filed with the SEC on November 11, 2004, Third Point Management Company L.L.C. (Third Point) is a Delaware limited liability company, which serves as investment manager or adviser to a variety of hedge funds and managed accounts with respect to Common Units directly owned by the funds and accounts. Mr. Daniel S. Loeb is the managing director of Third Point and controls its business activities with respect to the Common Units. Third Point s address is 360 Madison Avenue, New York, NY 10017.

(d) According to a Schedule 13G filed with the SEC on January 21, 2005, Dalal Street, Inc. and Mr. Mohnish Prabai in his capacity as chief executive officer of Dalal Street, Inc., have the shared power to vote or to direct the vote and the shared power to dispose or direct the disposition of the common units owned by The Pabrai Investment Fund II, L.P.; Pabrai Investment Fund 3, Ltd.; Pabrai Investment Fund IV, L.P.; Dalal Street, Inc.; and Mohnish Prabai. Their address is 17 Spectrum Point Drive, Suite 503, Lake Forest, CA 92630.

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(e) According to a Schedule 13G filed with the SEC on April 29, 2005, includes 1,156,050 common units beneficially owned by Lime Capital Management LLC and 534,050 common units beneficially owned by Lime Capital Management Administrators LLC, an affiliate of Lime Capital Management LLC, for which Lime Capital Management LLC disclaims beneficial ownership. Lime Capital Management LLC is the investment manager and a managing member of Lime Fund LLC. Lime Capital Management Administrators LLC is the investment manager of Lime Overseas Fund Ltd. and a managing member of Lime Fund LLC. Gregory E. Bylinsky and Mark Gorton are the managing members of Lime Capital Management LLC and Lime Capital Management Administrators LLC. The principal business office address of each of Lime Capital Management LLC, Lime Capital Management Administrators LLC, Lime Fund LLC, Gregory E. Bylinsky and Mark Gorton is 377 Broadway, 11th Floor, New York, New York 10013. The principal business office address of Lime Overseas Fund is c/o Meridian Corporate Services Limited, P.O. Box HM 528, 73 Front Street, Hamilton, HM CX, Bermuda.

(f) According to a Schedule 13G filed with the SEC on May 6, 2005, Atticus Capital LLC and Timothy R. Barakett share voting and disposition power with respect to the common units listed above. Their address is 152 West 57th Street, 45th Floor, New York, NY 10019.

* Amount represents less than 1%.

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DESCRIPTION OF COMMON UNITS

The common units have been registered under the Exchange Act and we are subject to the reporting and certain other requirements of the Exchange Act. We are required to file periodic reports containing financial and other information with the SEC.

Purchasers of common units may hold their common units in nominee accounts, provided that the broker, or other nominee, executes and delivers a transfer application and becomes a limited partner. We will be entitled to treat the nominee holder of a common unit as the absolute owner of that unit, and the beneficial owner s rights will be limited solely to those that it has against the nominee holder.

The Rights of Unitholders

Generally, the common units represent limited partner interests, which entitle the holders of those units to participate in our distributions and exercise the rights or privileges available to limited partners under the partnership agreement. For a description of the relative rights and preferences of holders of common units in and to our distributions, see Cash Distribution Policy.

Transfer Agent and Registrar

We have retained LaSalle Bank National Association as registrar and transfer agent for the common units. The transfer agent receives a fee from us for serving in these capacities. All fees charged by the transfer agent for transfers of common units will be borne by us and not by the holders of common units, except that fees similar to those customarily paid by stockholders for surety bond premiums to replace lost or stolen certificates, taxes and other governmental charges, special charges for services requested by a holder of a common unit and other similar fees or charges will be borne by the unitholder. There will be no charge to holders for disbursements of cash distributions. We will indemnify the transfer agent, its agents and each of their shareholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities as transfer agent, except for any liability due to any negligence, gross negligence, bad faith or intentional misconduct of the indemnified person or entity.

The transfer agent may resign, or be removed by us. If no successor is appointed within 30 days, the general partner may act as the transfer agent and registrar until a successor is appointed.

Obligations and Procedures for the Transfer of Units

Until a common unit has been transferred on our books, we and the transfer agent, notwithstanding any notice to the contrary, may treat the record holder as the absolute owner for all purposes, except as otherwise required by law or stock exchange regulations. Any transfers of a common unit will not be recorded by the transfer agent or recognized by us unless the transferee executes and delivers a transfer application. By executing and delivering a transfer application, the transferee of common units does the following:

becomes the record holder of those units and shall be constituted as an assignee until admitted into Star Gas Partners as a substituted limited partner;

automatically requests admission as a substituted limited partner in Star Gas Partners;

agrees to be bound by the terms and conditions of, and executes, the partnership agreement;

represents that the transferee has the capacity, power and authority to enter into the partnership agreement;

grants powers of attorney to the general partner and any liquidator of Star Gas Partners as specified in the partnership agreement; and

makes the consents and waivers contained in the partnership agreement.

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An assignee will become a substituted limited partner of Star Gas Partners for the transferred common units upon satisfaction of the following two conditions:

the consent of the general partner, which may be withheld for any reason in its sole discretion; and

the recording of the name of the assignee on the books and records of Star Gas Partners.

Common units are securities and are transferable according to the laws governing transfer of securities. In addition to other rights acquired upon transfer, the transferor gives the transferee the right to request admission as a substituted limited partner in Star Gas Partners for the transferred common units. A purchaser or transferee of common units who does not execute and deliver a transfer application obtains only the following rights:

the right to assign the common unit to a purchaser or other transferee; and

the right to transfer the right to seek admission as a substituted limited partner in Star Gas Partners for the transferred common units.

Thus, a purchaser or transferee of common units who does not execute and deliver a transfer application will not receive cash distributions, unless the common units are held in a nominee or street name account and the nominee or broker has executed and delivered a transfer application for those common units. In addition, such purchaser or transferee may not receive some federal income tax information or reports furnished to record holders of common units. The transferor of common units will have a duty to provide the transferee with all information that may be necessary to obtain registration of the transfer of the common units, but a transferee agrees, by acceptance of the certificate representing common units, that the transferor will not have a duty to insure the execution of the transfer application by the transferee and will have no liability or responsibility if the transferee neglects or fails to execute and forward the transfer application to the transfer agent.

Unit Purchase Rights

Each common unit and each other partnership security consisting of a unit of limited or general partnership interest includes a right to purchase from us a Class A common unit at an exercise price of $80.00 per unit, subject to adjustment. The rights, which we refer to as the 2001 rights, are different than the rights that would be issued under the proposed rights offering that is discussed above. The 2001 rights are issued pursuant to a rights agreement dated as of April 17, 2001, as amended, between us and American Stock Transfer & Trust Company, as rights agent. We have summarized selected portions of the rights agreement and the 2001 rights below. For a complete description of the 2001 rights, we encourage you to read the summary below and the rights agreement, which we have filed as an exhibit to the Form 10-K.

Detachment of 2001 Rights; Exercisability

The 2001 rights are attached to all certificates representing our currently outstanding units and will attach to all unit certificates we issue prior to the distribution date. That date will occur, except in some cases, on the earlier of:

ten days following a public announcement that a person or group of affiliated or associated persons, who we refer to collectively as an acquiring person, has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of either our outstanding common units or the aggregate of our outstanding senior subordinated units and junior subordinated units, or

ten business days following the start of a tender offer or exchange offer that would result in a person becoming an acquiring person.

Our general partner may defer the distribution date in some circumstances. Also, some inadvertent acquisitions of our units will not result in a person becoming an acquiring person if the person promptly divests itself of sufficient units.

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Until the distribution date:

- unit certificates will evidence the 2001 rights,
- the 2001 rights will be transferable only with those certificates,
- new unit certificates will contain a notation incorporating the rights agreement by reference, and
- the surrender for transfer of any unit certificate will also constitute the transfer of the 2001 rights associated with the units represented by the certificate.

The 2001 rights are not exercisable until the distribution date and will expire at the close of business on April 16, 2011, unless we redeem or exchange them at an earlier date as described below.

As soon as practicable after the distribution date, the rights agent will mail certificates representing the 2001 rights to holders of record of units as of the close of business on the distribution date. From that date on, only separate rights certificates will represent the 2001 rights. We will issue 2001 rights with all units issued prior to the distribution date. We will also issue 2001 rights with units issued after the distribution date in connection with some employee benefit plans or upon conversion of some securities. Except as otherwise determined by our board of directors, we will not issue 2001 rights with any other units issued after the distribution date.

Flip-In Event

A flip-in event will occur under the rights agreement when a person becomes an acquiring person otherwise than pursuant to a permitted offer. The rights agreement defines permitted offer as a tender or exchange offer for all outstanding units at a price and on terms that our general partner determines to be fair to and otherwise in the best interests of our unitholders.

If a flip-in event occurs, each 2001 right, other than any 2001 right that has become null and void as described below, will become exercisable to receive the number of common units, or in some specified circumstances, cash, property or other securities, which has a current per unit market price equal to two times the exercise price of the 2001 right. Please refer to the rights agreement for the definition of current per unit market price.

Flip-Over Event

A flip-over event will occur under the rights agreement when, at any time from and after the time a person becomes an acquiring person:

we are acquired or we acquire such person in a merger or other business combination transaction, other than specified mergers that follow a permitted offer, or

50% or more of our assets, cash flow or earning power is sold, leased or transferred.

If a flip-over event occurs, each holder of a 2001 right, except 2001 rights that are voided as described below, will thereafter have the right to receive, on exercise of the 2001 right, a number of common units or equivalent securities of the acquiring company that has a current market price equal to two times the exercise price of the 2001 right.

When a flip-in event or a flip-over event occurs, all 2001 rights that then are, or under the circumstances the rights agreement specifies previously were, beneficially owned by an acquiring person or specified related parties will become null and void in the circumstances the rights agreement specifies.

Common Units

After the distribution date and following the end of the subordination period, each 2001 right will entitle the holder to purchase common units.

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Anti-dilution

The number of 2001 rights associated with a unit, the number of common units issuable upon exercise of a 2001 right and the exercise price of the 2001 right are subject to adjustment in the event of a unit distribution on, or a subdivision, combination or reclassification of, our common units occurring prior to the distribution date. The exercise price of the 2001 rights and the number of common units or other securities or property issuable on exercise of the 2001 rights are subject to adjustment from time to time to prevent dilution in the event of some specified transactions affecting the common units.

With some exceptions, we will not be required to adjust the exercise price of the 2001 rights until cumulative adjustments amount to at least 1% of the exercise price. The rights agreement also will not require us to issue fractional common units and, in lieu thereof, we will make a cash payment based on the market price of the common units.

Redemption of 2001 Rights

At any time until the time a person becomes an acquiring person, we may redeem the 2001 rights in, whole, but not in part, at a price of $0.01 per right, payable, at our option, in cash, securities or such other consideration as our general partner may determine. Upon such redemption, the 2001 rights will terminate and the only right of the holders of 2001 rights will be to receive the $0.01 redemption price.

Exchange of 2001 Rights

At any time after the occurrence of a flip-in event and prior to a person s becoming the beneficial owner of 50% or more of our outstanding units or the occurrence of a flip-over event, we may exchange the rights, other than rights owned by an acquiring person or an affiliate or an associate of an acquiring person, which will have become void, in whole or in part, at an exchange ratio of one Class A common unit, and/or other equity securities deemed to have the same value as one Class A common unit, per right, subject to adjustment.

Substitution

If we have an insufficient number of authorized but common units available to permit an exercise or exchange of 2001 rights upon the occurrence of a flip-in event, we may substitute other specified types of property for common units so long as the total value received by the holder of the 2001 rights is equivalent to the value of the common units that the unitholder would otherwise have received. We may substitute cash, property, equity securities or debt, reduce the exercise price of the 2001 rights or use any combination of the foregoing.

No Rights as a Unitholder; Taxes

Until a 2001 right is exercised, a holder of 2001 rights will have no rights to vote or receive distributions or any other rights as a holder of our units. Unitholders may, depending upon the circumstances, recognize taxable income in the event that the 2001 rights become exercisable for our common units, or other consideration, or for the common units or equivalent securities of the acquiring company or are exchanged as described above.

Amendment of Terms of 2001 Rights

Our general partner may amend any of the provisions of the rights agreement, other than some specified provisions relating to the principal economic terms of the 2001 rights and the expiration date of the 2001 rights, at any time prior to the time a person becomes an acquiring person. Thereafter, our general partner may only amend the rights agreement in order to cure any ambiguity, defect or inconsistency or to make changes that do not materially and adversely affect the interests of holders of the 2001 rights, excluding the interests of any acquiring person.

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Rights Agent

American Stock Transfer & Trust Company serves as rights agent with regard to the 2001 rights.

Antitakeover Effects

The 2001 rights will have anti-takeover effects. They will cause substantial dilution to any person or group that attempts to acquire us without the approval of our general partner. As a result, the overall effect of the 2001 rights may be to make more difficult or discourage any attempt to acquire us even if such acquisition may be favorable to the interests of our unitholders. Because our general partner can redeem the 2001 rights or approve a permitted offer, the 2001 rights should not interfere with a merger or other business combination approved by our general partner.

First Amendment to Rights Agreement

Effective as of December 2, 2005, we entered into an amendment to the rights agreement that provides that notwithstanding anything contained in the rights agreement to the contrary, Kestrel, Kestrel Heat, M2 and their affiliates or associates shall not become or be an acquiring person solely by virtue of either:

(i) the execution, delivery and performance of either the unit purchase agreement or the ancillary documents (as defined in the unit purchase agreement); or

(ii) the consummation of the transaction (as defined in the unit purchase agreement);

unless and until such time as any such person together with its respective affiliates and associates, is then the beneficial owner of 15% or more of the common units then outstanding (including, without limitation, by virtue of beneficial ownership referenced in clause (i) or (ii) above) and either (1) such person shall then purchase or otherwise become (as a result of actions taken by such person or its affiliates or associates) the beneficial owner of additional common units more than 1% of the common units then outstanding or otherwise than as permitted by the unit purchase agreement and ancillary documents or (2) any other person who is the beneficial owner of more than 1% of the common units then outstanding shall become an affiliate or associate of Kestrel, Kestrel Heat or M2.

Article 20 of Second Amended and Restated Agreement of Limited Partnership

Article 20 of the second amended and restated agreement of limited partnership, is substantially the same as Section 203 of the Delaware General Corporation Law.

Article 20 prohibits an interested holder, which is defined generally as a person or group owning 15% or more of the partnership s outstanding units, but excluding Kestrel Heat and any of its affiliates or associates, from engaging in a business combination with the partnership for three years following the date such person became an interested holder unless:

(i) Before such person or group became an interested holder, the general partner approved either the transaction in which the interested holder became an interested holder or the proposed business combination;

(ii) Upon consummation of the transaction that resulted in the interested holder becoming an interested holder, the interested holder owns at least 85% of the outstanding units at the time the transaction commenced (excluding units held by the general partner and its affiliates); or

(iii) Following the transaction in which such person or group became an interested holder, the business combination is approved by the general partner and authorized at a meeting of the unitholders by the affirmative vote of the holders of two-thirds of the outstanding units that are not owned by the interested holder.

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CASH DISTRIBUTION POLICY

The following description gives effect to the adoption of the second amended and restated agreement of limited partnership. For information concerning our cash distribution policy under our partnership agreement, as currently in effect, see Amendments to the Partnership Agreement.

General Description of Cash Distribution

There will be no mandatory distributions of available cash by us through the fiscal quarter ending September 30, 2008. Thereafter, in general, we intend to distribute to our partners on a quarterly basis, all of our available cash, if any, in the manner described below. Available cash generally means, for any of our fiscal quarters, all cash on hand at the end of that quarter, less the amount of cash reserves that are necessary or appropriate in the reasonable discretion of the general partner to:

(1) provide for the proper conduct of our business;

(2) comply with applicable law, any of our debt instruments or other agreements; or

(3) provide funds for distributions to the common unitholders during the next four quarters, in some circumstances.

Cash distributions will be characterized as distributions from either operating surplus or capital surplus. This distinction affects the amounts distributed among different classes of units. See Quarterly Distributions of Available Cash.

Operating surplus generally means:

(1) $22 million, plus all of our cash on the date of closing of the recapitalization, plus all of our cash receipts, excluding cash receipts that constitute capital surplus, that are generated after the closing of the recapitalization; less

(2) all of our operating expenses, debt service payments, maintenance capital expenditures and reserves established for future operations and certain amounts expended to repurchase common units after the closing of the recapitalization.

Capital surplus is generally generated only by borrowings other than for working capital purposes, sales of debt and equity securities and sales or other dispositions of assets for cash, other than inventory, accounts receivable and other assets, all as disposed of in the ordinary course of business.

All available cash distributed from any source will be treated as distributed from operating surplus until the sum of all available cash distributed since the closing date of the recapitalization equals the operating surplus as of the end of the quarter before that distribution. This method of cash distribution avoids the difficulty of trying to determine whether available cash is distributed from operating surplus or capital surplus. Any excess available cash, irrespective of its source, will be deemed to be capital surplus and distributed accordingly.

If capital surplus is distributed on each common unit issued and outstanding on the date of closing of the recapitalization in an aggregate amount per unit equal to $2.00 per common unit, the distinction between operating surplus and capital surplus will cease. All distributions after that date will be treated as from operating surplus. The general partner does not expect that there will be significant distributions from capital surplus.

Quarterly Distributions of Available Cash

Except for the limitations and prohibitions on distributions discussed below, commencing with the fiscal quarter ending December 31, 2008, we will make distributions to our partners for each of our fiscal quarters before liquidation in an amount equal to all of our available cash for that quarter. Distributions will be made approximately 45 days after each March 31, June 30, September 30 and December 31, to holders of record on the applicable record date.

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Distributions of Available Cash from Operating Surplus

Distributions of available cash from operating surplus will be made in the following manner:

(1) First, 100% to all common units, pro rata, until there has been distributed to each common unit an amount equal to the minimum quarterly distribution of $0.0675 for that quarter.

(2) Second, 100% to all common units, pro rata, until there has been distributed to each common unit an amount equal to any arrearages in the payment of the minimum quarterly distribution for prior quarters.

(3) Third, 100% to all general partner units, pro rata, until there has been distributed to each general partner unit an amount equal to the minimum quarterly distribution.

(4) Fourth, 90% to all common units, pro rata, and 10% to all general partner units, pro rata, until each common unit has received the first target distribution of $0.1125.

(5) Thereafter, 80% to all common units, pro rata, and 20% to all general partner units, pro rata.

Distributions from Capital Surplus

Distributions of available cash from capital surplus will be made 100% on all units, pro rata, until each common unit that was issued and outstanding on the closing date of the recapitalization received distributions equal to $2.00. This was the unit price paid by Kestrel and, thereafter, all distributions from capital surplus will be distributed as if they were from operating surplus.

When a distribution is made from capital surplus, it is treated as if it were a repayment of the $2.00 unit price paid in the recapitalization. To reflect repayment, the minimum quarterly distribution and the first target distribution will be adjusted downward by multiplying each amount by a fraction. This fraction is determined as follows: the numerator is the unrecovered initial unit price immediately after giving effect to the repayment and the denominator is the unrecovered initial unit price immediately before the repayment. For example, based on the unrecovered initial unit price of $2.00 per unit and assuming available cash from capital surplus of $1.00 per unit is distributed on all common units outstanding on the closing date of the recapitalization, then the amount of the minimum quarterly distribution and the target distribution levels would each be reduced to 50% of its initial level.

A payback of the initial unit price from the recapitalization occurs when the unrecovered initial unit price is zero. At that time, the minimum quarterly distribution and the first target distribution levels each will have been reduced to zero. All distributions of available cash from all sources after that time will be treated as if they were from operating surplus. Because the minimum quarterly distribution and the first target

distribution level will have been reduced to zero, the holders of the general partner units will then be entitled to receive 20% of all distributions of available cash, after distributions for cumulative common unit arrearages.

Distributions from capital surplus will not reduce the minimum quarterly distribution or the first target distribution level for the quarter in which they are distributed.

Adjustment of Minimum Quarterly Distribution and First Target Distribution Level

In addition to adjustments made upon a distribution of available cash from capital surplus, the following will each be proportionately adjusted upward or downward, as appropriate, if any combination or subdivision of units should occur:

(1) the minimum quarterly distribution;

(2) the first target distribution;

(3) the unrecovered initial unit price; and

(4) other amounts calculated on a per unit basis.

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However, no adjustment will be made by reason of the issuance of additional units for cash or property. For example, if a two-for-one split of the common units should occur, the minimum quarterly distribution, the first target distribution and the unrecovered initial unit price would each be reduced to 50% of its initial level.

The minimum quarterly distribution and first target distribution may also be adjusted if legislation is enacted or if existing law is modified or interpreted in a manner that causes us to become taxable as a corporation or otherwise subject to taxation as an entity for federal, state or local income tax purposes. In this event, the minimum quarterly distribution and first target distribution for each quarter after that time would be reduced to amounts equal to the product of:

(1) the minimum quarterly distribution or first target distribution; multiplied by

(2) one minus the sum of:

(x) the highest marginal federal corporate income tax rate to which we are then subject as an entity; plus

(y) any increase in the effective overall state and local income tax rate to which we are subject as a result of the new imposition of the entity level tax, after taking into account the benefit of any deduction allowable for federal income tax purposes for the payment of state and local income taxes, but only to the extent of the increase in rates resulting from that legislation or interpretation.

For example, assuming we are not previously subject to state and local income tax, if we were to become taxable as an entity for federal income tax purposes and we became subject to a maximum marginal federal, and effective state and local, income tax rate of 38%, then the minimum quarterly distribution and the target distribution levels would each be reduced to 62% of the amount thereof immediately before the adjustment.

The minimum quarterly distribution and first target level distribution may also be adjusted in connection with the occurrence of certain events under our unit purchase rights agreement.

Distributions of Cash Upon Liquidation

Following the beginning of the dissolution and liquidation, assets will be sold or otherwise disposed of and the partners capital account balances will be adjusted to reflect any resulting gain or loss. The proceeds of liquidation will first be applied to the payment of our creditors in the order of priority provided in the partnership agreement and by law and, thereafter, be distributed on the units in accordance with respective capital account balances, as so adjusted.

Partners are entitled to liquidation distributions in accordance with capital account balances. Although operating losses are allocated on all units pro rata, the allocations of gains attributable to liquidation are intended to favor the holders of outstanding common units over the holders of all

other outstanding units, to the extent of the unrecovered initial unit price plus any cumulative common unit arrearages. However, no assurance can be given that there will be sufficient gain upon liquidation of Star Gas Partners to enable the holders of common units to fully recover their unrecovered initial unit price and arrearages.

Any gain, or unrealized gain attributable to assets distributed in kind, will be allocated to the partners in the following manner:

First, to the partners that have negative balances in their capital accounts to the extent of and in proportion to those negative balances.

Second, 100% to all common units, until the capital account for each common unit is equal to the unrecovered initial unit price, plus the amount of the minimum quarterly distribution for the fiscal quarter during which the dissolution occurs, plus any then existing common unit arrearages

Third, 100% to all general partner units until the capital account for each general partner unit is equal to the unrecovered initial unit price, plus the amount of the minimum quarterly distribution for the fiscal quarter during which the dissolution occurs;

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Fourth, 90% to all common units, pro rata, and 10% to general partner units, pro rata, until there has been allocated under this clause an amount per common unit equal to (a) the excess of the first target distribution per common unit over the minimum quarterly distribution per common unit for each quarter of our existence, less (b) the amount per common unit of any distributions of available cash from operating surplus in excess of the minimum quarterly distribution but not in excess of the first target distribution for each quarter of our existence.

Thereafter, 80% to all units, pro rata, and 20% to all general partner units, pro rata.

Any loss or unrealized loss will be allocated to the general partner units and the common units, pro rata, in proportion to the positive balances in their capital accounts, until the positive balances in those capital accounts have been reduced to zero and thereafter to the general partner units.

Interim adjustments to capital accounts will be made at the time we issue additional interests or make distributions of property. These adjustments will be based on the fair market value of the interests issued or the property distributed and any gain or loss resulting from the adjustments will be allocated to the unitholders in the same manner as gain or loss is allocated upon liquidation.

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INCORPORATION BY REFERENCE

The following sections from Star Gas Partners Annual Report on Form 10-K for the fiscal year ended September 30, 2005, which is attached hereto as Annex C, are hereby incorporated into the proxy statement by this reference:

Item	Description
1A	Risk Factors
3	Legal Proceedings Litigation
5	Market for the Registrant s Units and Related Matters
6	Selected Historical Financial and Operating Data
7	Management s Discussion and Analysis of Financial Condition and Results of Operations
7A	Quantitative and Qualitative Disclosures about Market Risk
8	Financial Statements and Supplementary Data

OTHER MATTERS

Representatives of KPMG LLP, the independent registered public accounting firm of Star Gas Partners, are expected to attend the special meeting, will be afforded the opportunity to make a statement if they desire to do so, and will be available to respond to appropriate questions by unitholders.

If other matters are properly presented at the special meeting for consideration, the persons named in the proxy will have the discretion to vote on those matters for you. At the date this proxy statement went to press, we did not know of any other matters to be raised at the special meeting.

On behalf of the Board of Directors

January , 2006

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UNAUDITED CONDENSED PRO FORMA FINANCIAL INFORMATION

The unaudited pro forma condensed consolidated balance sheet of Star Gas Partners as of September 30, 2005 reflects our financial position after giving effect to the recapitalization which includes (i) receipt of $50.0 million in cash from the sale of 25.0 million common units at $2.00 per unit, (ii) conversion of the senior subordinated units and junior subordinated units into common units at an exchange rate of 1.00 to 1.00, (iii) repurchase for cash $73.1 million of senior notes and (iv) conversion of approximately $26.9 million of senior notes into 13,433,962 (subject to adjustment based on rounding) common units at $2.00 per unit.

The unaudited pro forma condensed consolidated statement of operations for the year ended September 30, 2005 assumes the aforementioned transaction took place on October 1, 2004 and is based on our operations for the year ended September 30, 2005.

The unaudited pro forma condensed consolidated financial statements have been prepared by us based upon assumptions deemed appropriate by us. These statements are not necessarily indicative of future financial position or results of operations or of the actual results that would have occurred had the recapitalization been in effect as of the dates presented. The unaudited pro forma consolidated financial statements should be read in conjunction with our financial statements and related notes as reported in our Annual Report on Form 10-K for the fiscal year ended September 30, 2005.

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STAR GAS PARTNERS, L.P. AND SUBSIDIARIES

UNAUDITED PRO FORMA FINANCIAL INFORMATION

PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET

(in thousands)	Historical Sept. 30, 2005	Pro Forma Adjustments	Pro Forma Sept. 30, 2005
ASSETS			
Current Assets			
Cash and cash equivalents	$ 99,148	$ (30,913)(a)	$ 68,235
Receivables, net of allowance of $8,433	89,703		89,703
Inventories	52,461		52,461
Prepaid expenses and other current assets	70,120		70,120
Total current assets	311,432	(30,913)	280,519
Property and equipment, net	50,022		50,022
Long-term portion of accounts receivables	3,788		3,788
Goodwill	166,522		166,522
Intangibles, net	82,345		82,345
Deferred charges and other assets, net	15,152	(2,313)(b)	12,839
Total assets	$ 629,261	$ (33,226)	$ 596,035
LIABILITIES AND PARTNERS CAPITAL			
Current liabilities			
Accounts payable	$ 19,780		$ 19,780
Working capital facility borrowings	6,562		6,562
Current maturities of long-term debt	796		796
Accrued expenses	56,580	(1,281)(c)	55,299
Unearned service contract revenue	36,602		36,602
Customer credit balances	65,287		65,287
Total current liabilities	185,607	(1,281)	184,326
Long-term debt	267,417	(100,876)(d)	166,541
Other long-term liabilities	31,129		31,129
Partners capital	145,108	68,931(e)	214,039
Total liabilities and partners capital	$ 629,261	$ (33,226)	$ 596,035

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STAR GAS PARTNERS, L.P. AND SUBSIDIARIES

UNAUDITED PRO FORMA FINANCIAL INFORMATION

PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

(in thousands, except per unit data)	Historical Sept. 30, 2005	Pro Forma Adjustments	Pro Forma Sept. 30, 2005
Sales:			
Product	$ 1,071,270		$ 1,071,270
Installation and service	188,208		188,208
Total sales	1,259,478		1,259,478
Cost and expenses:			
Cost of product	786,349		786,349
Cost of installations and service	197,430		197,430
Delivery and branch expenses	231,581		231,581
Depreciation and amortization expenses	35,480		35,480
General and administrative expenses	43,418		43,418
Goodwill impairment charge	67,000		67,000
Operating income (loss)	(101,780)		(101,780)
Interest expense	(36,152)	10,136(f)	(26,016)
Interest Income	4,314	(885)(g)	3,429
Amortization of debt issuance costs	(2,540)	310(h)	(2,230)
Gain (loss) on redemption of debt	(42,082)		(42,082)
Loss from continuing operations before income taxes	(178,240)	9,561	(168,679)
Income tax expense	696		696
Loss from continuing operations	$ (178,936)	$ 9,561	$ (169,375)
General Partners interest in loss from continuing operations	$ (1,614)	$ 874	$ (740)
Limited Partners interest in loss from continuing operations	$ (177,322)	$ 8,687	$ (168,635)
Basic and diluted loss from continuing operations per Limited Partner Unit	$ (4.95)		$ (2.27)
Weighted average number of Limited Partner units outstanding:			
Basic and Diluted	35,821	38,434	74,255

Explanatory Notes:

(a) As a result of the recapitalization, cash decreases by $30.9 million. The components of the change are as follows:

(in thousands)	
Net Change in Cash	
Proceeds from the sale of 25,000 common units	$ 50,000
10.25% senior notes repurchased	(73,132)
Costs associated with the transaction	(6,500)
Payment of accrued interest	(1,281)
Net decrease in cash	$ (30,913)

Pursuant to the tender offer for the senior notes, we must exchange for cash at least $60 million of the senior notes but not more than $73.1 million. We intend to repurchase $73.1 million of the senior notes, subject to cash availability at the time of closing. If we tender for $60.0 million of the senior notes, cash will decrease by $17.6 million.

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(b) Represents the elimination of unamortized debt issuance costs relating to the senior notes. If we tender for $60.0 million of senior notes, the write-off of unamortized debt issuance costs would be $2.0 million.

(c) Represents accrued interest on the retirement of $100.0 million in senior notes, $73.1 million for cash in the tender offer and $26.9 million exchanged for equity. If we tender for $60 million of senior notes, accrued interest would decline by $1.1 million.

(d) Represents the repurchase of $73.1 million in senior notes, the exchange of $26.9 million face value of senior notes into common units at $2.00 per unit and a reduction in debt premium of $0.9 million. If we tender for $60 million of senior notes, long-term debt would decrease by $87.7 million, including $0.8 million in debt premiums.

(e) As a result of the recapitalization, Partners capital increases by $68.9 million. The components of the change are as follows:

(in thousands)	
Proceeds from the sale of common units	$ 50,000
Exchange of debt for equity	26,868
Write-off of deferred charges	(2,313)
Unamortized debt premium	876
Transaction expenses	(6,500)
Net increase in Partners capital	$ 68,931

If we tender for $60 million of senior notes, Partners capital would increase by $69.2 million as write-off of deferred charges would be less by $0.3 million and write-off of the unamortized debt premium would be less by $0.1 million.

As a result of the recapitalization, we will record a loss of $1.4 million on the early extinguishment of debt, as the write-off of unamortized deferred charges of $2.3 million is reduced by the write-off of unamortized debt premium of $0.9 million. These pro forma financials assume that $26.9 million of senior notes are converted into 13,433,962 common units at $2.00 per unit. If the market price of our common units differs at the time of conversion, the loss on early extinguishment of debt will be adjusted. For example, if the market value of our common units is $1.75 per unit, the loss will be reduced by $3.4 million. Conversely, if the market value of our common units is $2.25 per unit, the loss will be increased by $3.4 million.

(f) Reflects the reduction to interest expense of $10.2 million due to the recapitalization and a reduction in the amortization of a net debt premium of $0.1 million. If we tender for $60 million of senior notes and exchange $26.9 million of senior notes for equity, interest expense would decline by $8.8 million.

(g) Reflects the reduction to interest income of $0.9 million from the use of cash to partially fund the repurchase of the senior notes. If we tender for $60 million of senior notes and exchange $26.9 million of senior notes for equity, interest income would decline by $0.5 million.

(h) Reflects the reduction to amortization of debt issuance costs of $0.3 million relating to the repurchase and exchange of $100.0 million in senior notes. If we tender for $60 million of senior notes and exchange $26.9 million of senior notes for equity, the reduction to amortization of debt issuance costs would be $0.3 million.

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GLOSSARY OF TERMS

The following glossary gives effect to the adoption of the second amended and restated agreement of limited partnership of Star Gas Partners.

Available Cash: For any quarter prior to liquidation:

(a) the sum of:

(1) all cash and cash equivalents of Star Gas Partners and its subsidiaries on hand at the end of that quarter, and

(2) all additional cash and cash equivalents of Star Gas Partners and its subsidiaries on hand on the date of determination of Available Cash for that quarter resulting from Working Capital Borrowings after the end of that quarter;

(b) less the amount of cash reserves that is necessary or appropriate in the reasonable discretion of the general partner to:

(1) provide for the proper conduct of the business of Star Gas Partners and its subsidiaries (including reserves for future capital expenditures) after that quarter,

(2) provide funds for minimum quarterly distributions and cumulative common unit arrearages for any one or more of the next four quarters, or

(3) comply with applicable law or any debt instrument or other agreement or obligation to which any member of Star Gas Partners and its subsidiaries is a party or its assets are subject;

provided, that disbursements made by Star Gas Partners and its subsidiaries or cash reserves established, increased or reduced after the end of that quarter but on or before the date of determination of Available Cash for that quarter shall be deemed to have been made, established, increased or reduced, for purposes of determining Available Cash, within that quarter if the general partner so determines.

Capital Account: The capital account maintained for a partner under the amended and restated partnership agreement. The Capital Account for a common unit, a general partner unit or any other specified interest in Star Gas Partners shall be the amount which that Capital Account would be if that common unit, general partner unit or other interest in Star Gas Partners were the only interest in Star Gas Partners held by a partner.

Capital Surplus: All Available Cash distributed by Star Gas Partners from any source will be treated as distributed from Operating Surplus until the sum of all Available Cash distributed since the commencement of Star Gas Partners equals the Operating Surplus as of the end of the quarter before that distribution. Any excess Available Cash will be deemed to be Capital Surplus.

Closing Price: The last sale price on a day, regular way, or in case no sale takes place on that day, the average of the closing bid and asked prices on that day, regular way. In either case, as reported in the principal consolidated transaction reporting system for securities listed or admitted to trading on the principal national securities exchange on which the units of that class are listed or admitted to trading. If the units of that class are not listed or admitted to trading on any national securities exchange, the last quoted price on that day. If no quoted price exists, the average of the high bid and low asked prices on that day in the over-the-counter market, as reported by the Nasdaq Stock Market or any other system then in use. If on any day the units of that class are not quoted by any organization of that type, the average of the closing bid and asked prices on that day as furnished by a professional market maker making a market in the units of the class selected by the board of directors of the general partner. If on that day no market maker is making a market in the units of that class, the fair value of such units on that day as determined reasonably and in good faith by the board of directors of the general partner.

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Current Market Price: With respect to any class of units listed or admitted to trading on any national securities exchange as of any date, the average of the daily Closing Prices for the 20 consecutive trading days immediately prior to such date.

Interim Capital Transactions:

(a) borrowings, refinancings or refundings of indebtedness and sales of debt securities (other than Working Capital Borrowings and other than for items purchased on open account in the ordinary course of business) by Star Gas Partners or any of its subsidiaries;

(b) sales of equity interests by Star Gas Partners or any of its subsidiaries; and

(c) sales or other voluntary or involuntary dispositions of any assets of Star Gas Partners or any of its subsidiaries (other than sales or other dispositions of inventory in the ordinary course of business, sales or other dispositions of other current assets, including, without limitation, receivables and accounts, in the ordinary course of business and sales or other dispositions of assets as a part of normal retirements or replacements), in each case before the dissolution and liquidation of Star Gas Partners.

Operating Expenditures: All expenditures of Star Gas Partners and its subsidiaries including taxes, reimbursements of the general partner, debt service payments, capital expenditures and amounts used to repurchase common units on a non-pro rata basis (other than those made with the proceeds of Interim Capital Transactions), subject to the following:

(a) Payments (including prepayments) of principal and premium on a debt shall not be an Operating Expenditure if the payment is:

(1) required for the sale or other disposition of assets or

(2) made for the refinancing or refunding of indebtedness with the proceeds from new indebtedness or from the sale of equity interests. For purposes of the foregoing, at the election and in the reasonable discretion of the general partner, any payment of principal or premium shall be deemed to be refunded or refinanced by any indebtedness incurred or to be incurred by Star Gas Partners and its subsidiaries within 180 days before or after that payment to the extent of the principal amount of that indebtedness.

(b) Operating Expenditures shall not include:

(1) capital expenditures made for acquisitions or for capital improvements (as opposed to capital expenditures made to maintain assets),

(2) payment of transaction expenses relating to Interim Capital Transactions, or

(3) distributions to partners. Where capital expenditures are made in part for acquisitions or capital improvements and in part for other purposes, the general partner s good faith allocation between the amounts paid for each shall be conclusive.

Operating Surplus: As to any period before liquidation:

(a) the sum of:

(1) $22,000,000, plus all cash of Star Gas Partners and its subsidiaries on hand as of the close of business on the closing of the recapitalization,

(2) all the cash receipts of Star Gas Partners and its subsidiaries for the period beginning on the closing of the recapitalization and ending with the last day of that period, other than cash receipts from Interim Capital Transactions (except to the extent specified in the amended and restated partnership agreement), and

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(3) all cash receipts of Star Gas Partners and its subsidiaries after the end of that period but on or before the date of determination of Operating Surplus for the period resulting from borrowings for working capital purposes; less

(b) the sum of:

(1) Operating Expenditures for the period beginning on the date of the closing of the recapitalization and ending with the last day of that period, and

(2) the amount of cash reserves that is necessary or advisable in the reasonable discretion of the general partner to provide funds for future Operating Expenditures; provided, however, that disbursements made (including contributions to Star Gas Partners or any of its subsidiaries or disbursements on behalf of Star Gas Partners or any of its subsidiaries) or cash reserves established, increased or reduced after the end of that period but on or before the date of determination of Available Cash for that period shall be deemed to have been made, established, increased or reduced, for purposes of determining Operating Surplus, within that period if the general partner so determines.

Notwithstanding the foregoing, Operating Surplus for the quarter in which the liquidation date occurs and any later quarter shall equal zero.

Working Capital Borrowings: Borrowings under to a facility or other arrangement requiring all of its borrowings to be reduced to a relatively small amount each year for an economically meaningful period of time. Borrowings that are not intended exclusively for working capital purposes shall not be treated as Working Capital Borrowings.

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Annex A

UNIT PURCHASE AGREEMENT

dated as of December 5, 2005

among

STAR GAS PARTNERS, L.P. and STAR GAS LLC

and

KESTREL ENERGY PARTNERS, LLC, KESTREL HEAT, LLC AND KM2, LLC

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UNIT PURCHASE AGREEMENT

This UNIT PURCHASE AGREEMENT (this Agreement), dated December 5, 2005, by and among Star Gas Partners, L.P., a Delaware limited partnership (the Partnership) and its general partner, Star Gas LLC, a Delaware limited liability company (the Partnership GP and, together with the Partnership and their Subsidiaries, collectively referred to as the Partnership Entities); and Kestrel Energy Partners, LLC, a Delaware limited liability company (Kestrel), and its Subsidiaries Kestrel Heat LLC, a Delaware limited liability company (Kestrel Heat), and KM2, LLC., a Delaware limited liability company (M2 and, together with Kestrel and Kestrel Heat, collectively referred to as the Kestrel Entities). Kestrel Heat and M2 are herein collectively referred to as Buyers . Each of the Partnership Entities is sometimes referred to herein individually as a Partnership Entity and each of the Kestrel Entities is sometimes referred to herein individually as a Kestrel Entity.

WHEREAS, the Partnership desires to sell to Buyers, and Buyers desire to purchase from the Partnership, Common Units of the Partnership; and

WHEREAS, Kestrel Heat desires to be elected as the successor general partner of the Partnership and in connection therewith to acquire New General Partner Units in the Partnership;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Partnership and Buyers hereby agree as follows:

ARTICLE I

TERMS OF THE TRANSACTION

1.1 Agreement to Sell and to Purchase Common Units. On the Closing Date, subject to the terms and subject to the conditions set forth in this Agreement, the Partnership shall sell and deliver to Buyers, and Buyers shall purchase and accept from the Partnership, the number of Units, as follows:

(a) 500,000 Common Units to be sold to and purchased by Kestrel Heat;

(b) 7,000,000 Common Units to be sold to and purchased by M2;

(c) 325,729 New General Partner Units issuable to the Successor General Partner;

(d) A number of Common Units equal to the number of Unsubscribed Units, if any, upon completion of the Rights Offering to be sold to and purchased by M2.

(e) All of the Common Units and New General Partner Units sold by the Partnership to Buyers pursuant to this Section 1.1 are referred to collectively as the Units . All of the Units shall be issued pursuant to the Second Amended and Restated Partnership Agreement in the form attached hereto as Exhibit A (together with such changes thereto as Buyers may approve in writing, New Partnership Agreement).

1.2 Purchase Price and Payment. The aggregate purchase price for the Common Units shall be equal to $2.00 per Common Unit times the total number of Common Units to be purchased by Buyers at the Closing pursuant to Section 1.1 (the Purchase Price). The Purchase Price payable by Buyers for the Units to be purchased by it shall be paid at the Closing in immediately available funds by confirmed wire transfer to a bank account to be designated by the Partnership (such designation to occur no later than the third Business Day prior to the Closing Date). As further acknowledged in Section 5.10, the New General Partner Units shall be issuable for no consideration.

1.3 Intent of the Parties.

(a) The parties hereto intend that the purchase and sale of the Units at the Closing pursuant to this Agreement shall be made in conjunction with and conditioned upon (i) the withdrawal of the Partnership GP

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as general partner of the Partnership and, upon the approval of the requisite vote of its limited partners, the election of Kestrel Heat as successor general partner of the Partnership (the Successor General Partner), (ii) the approval of the requisite vote of the limited partners of the Partnership, the adoption of the New Partnership Agreement, (which provides, *inter alia,* for the conversion of each Senior Subordinated Unit and each Junior Subordinated Unit into Common Units on a one-to-one basis), (iii) an agreement with the holders of at least 93% of the Partnership s senior notes providing among other things that the noteholders commit to tender their senior notes at par in exchange for (a) a prorata portion of $60 million in cash (less amounts required to be paid upon a change in control, (b) a prorata portion of approximately $26.9 million in new common units at a price of $2 per unit and (c) that the noteholders shall not to take any action to accelerate the indebtedness due under the indenture for the senior notes (Senior Notes Exchange Offer), (iv) the approval by the Senior Lender of the Credit Facility Amendments (clauses (iii) and (iv) of this sentence are collectively referred to as the Debt Amendments), and (v) the closing of the Rights Offering, including the purchase by M2 of any Unsubscribed Units. The purchase and sale of the Units and the other events contemplated by clauses (i) through (v) of this Section 1.3 are herein collectively referred to as the Transaction .

(b) As used herein, the Rights Offering shall mean that certain distribution by the Partnership to each record holder of Common Units, as of a record date after the Special Meeting to be set by the Partnership, of the non-transferable right (the Rights) to purchase, at $2.00 per share, a pro-rata portion of 17,500,000 Common Units (subject to rounding as set forth below). It is currently anticipated that in the Rights Offering (i) the Partnership will distribute .5441 non-transferable Rights with respect to each Common Unit outstanding as of the record date for the Rights Offering, at no cost to the record holders; (ii) one Right plus $2.00 in cash will entitle the holder to purchase one Common Unit; (iv) the Rights will be evidenced by non-transferable subscription certificates; (v) no fractional Rights or cash in lieu thereof will be issued or paid, and the number of Rights distributed to each holder of Common Units will be rounded up to the nearest whole number of Rights (provided that such rounding shall not cause the total purchase price of the Common Units issuable upon exercise of the Right to exceed $35,000,000); and (vi) brokers, dealers and other nominees holding Common Units on the record date for more than one beneficial owner will be entitled to obtain separate subscription certificates for their beneficial owners so that they may each receive the benefit of rounding.

ARTICLE II

CLOSING

The closing of the purchase and sale of the Units pursuant to Section 1.1 and the Rights Offering contemplated hereby (the Closing) shall take place (i) at the offices of Phillips Nizer LLP, 666 Fifth Avenue, 28th Floor, New York, New York 10103, at 10:00 a.m., local time, on the third Business Day following the satisfaction or waiver (subject to Applicable Law) of each of the conditions to the obligations of the parties set forth in Articles VI and VII hereof to the Closing, or (ii) at such other times or places or on such other date or dates as the parties hereto shall agree. The date on which the Closing is required to take place is herein referred to as the Closing Date . All closing transactions at the Closing shall be deemed to have occurred simultaneously.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

The Partnership Parties, for themselves and on behalf of the Partnership Entities, represent and warrant to Buyers as of the date hereof, that:

3.1 Organization and Existence. Schedule 3.1 sets forth the form of organization, legal name and the Organization State of each of the Partnership Entities. Each of the Partnership Entities is either a limited

partnership, limited liability company or corporation, as indicated on Schedule 3.1, duly organized or formed, validly existing and in good standing under the laws of its Organization State. Each of the Partnership Entities has full power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted, and in the case of Partnership GP, to act as general partner of the Partnership, in each case in all material respects as described in the SEC Reports. Each of the Partnership Entities is duly qualified and in good standing to do business as a foreign general partnership, limited partnership, limited liability company or corporation, as applicable, in each jurisdiction in which the conduct or nature of its business or the ownership, leasing, holding or operating of its properties makes such qualification necessary, except such jurisdictions where the failure to be so qualified or in good standing, individually or in the aggregate, would not have a Partnership Material Adverse Effect. Other than as set forth on Schedule 3.1, each of the Partnership Entities (other than the Partnership and the Partnership GP) are wholly owned, directly or indirectly, by the Partnership and the Partnership GP.

3.2 Capitalization of the Partnership Entities.

(a) All of the outstanding Common Units, Senior Subordinated Units, Junior Subordinated Units and General Partner Units have been duly authorized and validly issued in accordance with the Amended and Restated Agreement of Limited Partnership of the Partnership, as amended by Amendments No. 1, No. 2 and No. 3 (the Original Partnership Agreement), are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303 and 17-607 of the Delaware LP Act), and, as of the respective dates of the SEC Reports and the Financial Statements, were issued and held as described therein. Partnership GP is the sole general partner of the Partnership with a 1% general partner interest in the Partnership. On the date hereof, the issued and outstanding limited partner interests of the Partnership consist of 32,165,528 Common Units, 3,391,982 Senior Subordinated Units, 345,364 Junior Subordinated Units, and 325,729 General Partner Units which General Partnership Units include 1,629 Units implied by Partnership GP s ownership of Star/Petro Inc. On the date hereof, there are no Class A or Class B Common Units issued and outstanding.

(b) The Common Units (and the limited partner interests represented thereby) and the New General Partner Units (and the general partner interests represented thereby) to be issued to the Buyers at the Closing, will be duly authorized in accordance with the New Partnership Agreement, and, when issued and delivered to the Buyers against payment therefor in accordance with the terms hereof, will be validly issued, fully paid (to the extent required under the New Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303 and 17-607 of the Delaware LP Act) and will be issued free and clear of any lien, claim or Encumbrance.

(c) No Encumbrance exists upon any outstanding share (or other percentage ownership interests) of Capital Stock of any Partnership Entity which the Partnership directly or indirectly owns other than (i) the Encumbrances, if any, set forth in Schedule 3.2(c), and (ii) Permitted Encumbrances. Except as set forth in Schedule 3.2(c), the Partnership does not own, of record or beneficially, directly or indirectly through any Person, and does not control, directly or indirectly through any Person or otherwise, any Capital Stock of any entity other than a Partnership Entity. All of the outstanding shares of Capital Stock of the Partnership Entities that are corporations or limited liability companies have been duly authorized and validly issued and are fully paid and nonassessable. All of the outstanding shares of Capital Stock of the Partnership Entities that are general or limited partnerships have been duly authorized and validly issued in accordance with such Partnership Entity s partnership agreement and such Capital Stock has been fully paid for (to the extent required under such Partnership Entity s partnership agreement) and is nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303 and 17-607 of the Delaware LP Act or similar partnership laws of its Organization State).

(d) Except (i) as described in the SEC Reports, (ii) arising under any Partnership Plan, and (iii) for the Common Units and the General Partner Units to be issued pursuant to this Agreement and the Rights Offering, there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any interests in the Partnership pursuant to the Original Partnership

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Agreement or any other agreement or instrument to which the Partnership is a party or by which either of them may be bound. Neither the offering nor the sale of the Common Units or the General Partner Units as contemplated by this Agreement gives rise to any rights for or relating to the issuance or registration of any Common Units or other securities of the Partnership or any other Partnership Entities, except pursuant to this Agreement, to the Rights Agreement, or such rights as have been waived or satisfied. Except (i) as set forth in the SEC Reports and (ii) pursuant to the Partnership Plans, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, Capital Stock of the Partnership are outstanding.

(e) The Common Units and the New General Partner Units when issued and delivered against payment therefor as provided herein, will conform in all material respects to the description thereof contained in the New Partnership Agreement. The Partnership has all requisite power and authority (other than the approval by the limited partners of the Transaction, or components thereof, as applicable, in accordance with Applicable Law, the Original Partnership Agreement and the rules of the NYSE) to issue, sell and deliver the Common Units and the New General Partner Units in accordance with and upon the terms and conditions set forth in this Agreement and the New Partnership Agreement. As of the Closing Date, all partnership and corporate action, as the case may be, required to be taken by the Partnership and the Partnership GP or any of their respective partners or members for the authorization, issuance, sale and delivery of the Common Units and the New General Partner Units shall have been validly taken, and no other authorization by any of such parties is required therefor.

3.3 Authority and Binding Agreement. Each of the Partnership Parties has full power and authority to execute, deliver and perform this Agreement and the Ancillary Documents (collectively, the Transaction Documents) to which it is a party, and to consummate the Transaction. The execution, delivery and performance by the Partnership Parties of the Transaction Documents, and the consummation by them of the Transaction, have been duly authorized by all necessary action (other than the approval by the limited partners of the Transaction, or components thereof, as applicable, in accordance with Applicable Law, the Original Partnership Agreement and the rules of the NYSE). This Agreement has been duly executed and delivered by the Partnership Parties and constitutes, and each of the Transaction Documents and each other agreement, instrument or document executed or to be executed by the Partnership Parties in connection with the Transaction has been, or when executed will be, duly executed and delivered by such Person and constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of such Person enforceable against it in accordance with its terms, except that such enforceability may be limited by (a) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.4 Agreements of Limited Partnership. The Original Partnership Agreement has been, and prior to the Closing the New Partnership Agreement will be, duly authorized, executed and delivered by the Partnership GP and is, and will be, a valid and legally binding agreement of the Partnership GP, enforceable against Partnership GP in accordance with its terms, except that such enforceability may be limited by (a) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors rights generally and (b) general principles of equity.

3.5 Non-Contravention. Except as set forth on Schedule 3.5, the execution, delivery and performance by the Partnership Parties of the Transaction Documents to which they are a party, and the consummation by them of the Transaction do not and as of the Closing Date will not (a) conflict with or result in a violation of any provision of the respective certificate or agreement of limited partnership (and, in particular, the Original Partnership Agreement), charter or bylaws or other governing instruments of the Partnership Entities, (b) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, any bond, debenture, note, mortgage, indenture, lease, contract, agreement or other instrument or obligation to which any of the Partnership Entities may be

bound, (c) result in the creation or imposition of any Encumbrance upon any of the Partnership Entities or Partnership Assets, (d) assuming compliance with the matters referred to in Section 3.6, violate any Applicable Law binding upon the Partnership Entities or (e) conflict with or result in a violation of any Permit held by the Partnership Entities, except where such conflicts or violations, individually or in the aggregate, would not have a Partnership Material Adverse Effect.

3.6 Governmental Approvals. Except as set forth in Schedule 3.6 and except as may be obtained under state securities or Blue Sky laws, no consent, approval, order or authorization of, or declaration, filing or registration with, any Governmental Authority (Governmental Approval) is required to be obtained or made by the Partnership Entities in connection with the execution, delivery or performance of the Transaction Documents by the Partnership Parties or the consummation of the transactions contemplated thereby.

3.7 Title to Partnership Assets. As of the Closing, the Partnership Entities will have good and marketable title to, or valid leasehold interests in, all of the Partnership Assets, free and clear of all Encumbrances other than Permitted Encumbrances and Encumbrances set forth in Schedule 3.7, except where failure to have such title individually or in the aggregate, would not have a Partnership Material Adverse Effect.

3.8 SEC Reports.

(a) The Partnership s annual report on Form 10-K for the year ended September 30, 2004, and the quarterly and current reports on Form 10-Q and 8-K, if any, filed by the partnership with the Securities and Exchange Commission (SEC) since September 30, 2004 (collectively, the SEC Reports) were timely filed with the SEC. Such documents, at the time they were filed with the SEC, complied in all material respects with the requirements of the Exchange Act and did not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In addition, each of the statements made in such documents within the coverage of Rule 175(b) of the rules and regulations under the Securities Act of 1933, as amended (the Securities Act), was made by the Partnership with a reasonable basis and in good faith. Other than the SEC Reports, none of the Partnership Entities nor any of their respective subsidiaries is required to file any form, report or other document with the SEC that has not been filed.

(b) The draft of the Partnership s annual report of Form 10-K for the year ended September 30, 2005, a copy of which has been delivered to the Buyers (the 2005 Form 10-K), complies, and the version thereof actually filed with the SEC shall comply, in all material respects with the requirements of the Exchange Act and does not and will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. In addition, each of the statements made in the 2005 Form 10-K and the version thereof actually filed with the SEC within the coverage of Rule 175(b) of the rules and regulations under the Securities Act was made by the Partnership with a reasonable basis and in good faith.

(c) There are no agreements, contracts, indentures, leases or other instruments that are required to be described in the SEC Reports and the 2005 Form 10-K or to be filed as exhibits to the SEC Reports and the 2005 Form 10-K that are not and, with respect to the version of the 2005 Form 10-K actually filed with the SEC will not be, described or filed as required by the Exchange Act.

(d) Since September 30, 2005, no transaction has occurred between or among the Partnership GP, the Partnership Entities and any of their respective officers, directors, stockholders or Affiliates or, to the best knowledge of the Partnership GP, any Affiliate of any such officer, director or stockholder, that is required to be described in the SEC Reports and the 2005 Form 10-K that is not so described.

3.9 Financial Statements.

(a) Attached as Schedule 3.9(a) are copies of (i) the unaudited consolidated balance sheet as of September 30, 2005 and the related unaudited consolidated statements of income, cash flows and owners

equity for the fiscal year then ended (including in all cases the notes, if any, thereto) of the Partnership Entities (the Financial Statements). The Financial Statements have been prepared in accordance with GAAP applied on a basis consistent with past practices, and fairly present the respective consolidated financial position of the Partnership Entities as of September 30, 2005 and the consolidated results of operations and cash flows for the Partnership Entities for the fiscal periods set forth therein.

(b) The books of account and other financial records of the Partnership Entities from which the Financial Statements were prepared: (i) reflect all items of income and expense and all assets and liabilities required to be reflected therein in accordance with GAAP applied on a basis consistent with past practices, (ii) are complete and correct, and do not contain or reflect any inaccuracies or discrepancies that are inconsistent with financial reporting requirements in accordance with GAAP and (iii) have been maintained in accordance with good business and accounting practices.

(c) Except as set forth in the Financial Statements, as of September 30, 2005, none of the Partnership Entities had any material liabilities or obligations (whether accrued, absolute, contingent, unliquidated or otherwise, whether or not known, and whether due or to become due), other than as set forth in the Schedules to this Agreement, that will create or result in any Encumbrances on the Partnership Assets or the Partnership Entities, except for Permitted Encumbrances.

(d) The Partnership has heretofore furnished to the Buyers complete and correct copies of (i) all agreements, documents and other instruments not yet filed by the Partnership with the SEC but that are currently in effect and that the Partnership expects to file with the SEC after the date of this Agreement (with the exception of documents contemplated by this Agreement to be filed with the Form 8-K expected to be filed with the SEC after the signing of this Agreement to disclose the Transaction) and (ii) all amendments and modifications that have not been filed by the Partnership with the SEC to all agreements, documents and other instruments that previously have been filed by the Partnership with the SEC and are currently in effect.

(e) Schedule 3.9(e) sets forth a list of all outstanding Senior Subordinated Units and other equity interests in any of the Partnership Entities that have been granted under the Partnership Plans. Except for the Units issuable pursuant to this Agreement at the Closing, and Common Units issuable upon exercise of Rights in the Rights Offering, no other Common Units are or will be issuable as a result of the Closing and the consummation of the Transaction.

3.10 Absence of Certain Changes. Since September 30, 2005, except as disclosed in the Financial Statements, the SEC Reports and the 2005 Form 10-K and except for the execution and delivery of this Agreement and the Ancillary Agreements, (a) there has been no event that would have a material adverse effect on the financial condition, business, properties, or results of operations of the Partnership Entities, taken as a whole, except for changes affecting the economy generally or changes in commodity prices or other changes affecting the heating oil industry generally (a Partnership Material Adverse Effect); (b) the Partnership Business has been conducted only in the ordinary course consistent with past practice; (c) except for, or as contemplated by, this Agreement, none of the Partnership Entities has incurred any material liability, engaged in any material transaction or entered into any material agreement outside the ordinary course of business consistent with past practice that individually or in the aggregate would result in a Partnership Material Adverse Effect; (d) none of the Partnership Entities has suffered any material loss, damage, destruction or other casualty to any of the Partnership Assets that individually or in the aggregate would result in a Partnership Material Adverse Effect; and (e) none of the Partnership Entities has taken any of the actions set forth in Section 5.1 except as permitted thereunder.

3.11 Tax Matters.

(a) Except as set forth on Schedule 3.11(a): (i) each of the Partnership Entities has filed all material Tax Returns required to be filed with the IRS or other applicable taxing authority through the date hereof and such Tax Returns are complete and correct in all material respects, and each of the Partnership Entities has timely paid or accrued for all Taxes due on any such Tax Return and (ii) none of the Partnership Entities

has any material liability for Taxes other than those incurred in the ordinary course of business and in respect of which adequate reserves are being maintained in accordance with GAAP. There are no material liens for Taxes upon any asset of any of the Partnership Entities except for Permitted Encumbrances. There are no Taxes that will be imposed on any of the Partnership Entities in connection with the execution of this Agreement or the Ancillary Documents or in connection with any of the transaction contemplated hereby or thereby. Except as set forth on Schedule 3.11(a), none of the Partnership Entities currently is the beneficiary of any extension of time within which to file any Tax Return.

(b) Schedule 3.11(b) lists all federal or state income and franchise Tax Returns filed on or after January 1, 2002 by any of the Partnership Entities or any affiliated, consolidated, combined, unitary or similar group of which any Partnership Entity is or was a member (i) that are as of the date hereof the subject of audit, (ii) in respect of which there is any other suit, action, investigation or claim in progress by any taxing authority or (iii) in respect of which any issue has been raised by any taxing authority at an earlier time that is reasonably expected to be raised at a later time. Other than as set forth on Schedule 3.11(b), none of the Partnership Entities has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(c) Except as set forth on Schedule 3.11(c), none of the Partnership Entities has made any payment, is obligated to make any payment, or is a party to any agreement that under certain circumstances could obligate it to make any payment that will not be deductible under Section 280G of the Code.

(d) Except as set forth on Schedule 3.11(d), since October 1, 2001, none of the Partnership Entities (i) has been a member of an affiliated group (as defined in Section 1504(a) of the Code) or has been included in any consolidated, unitary or combined Tax Return (other than Tax Returns that include only the Partnership Entities) provided for under the laws of the United States, any foreign jurisdiction or any state or locality or (ii) has any liability for Taxes of any Person (other than the Partnership GP or a Partnership Entity) under Treas. Reg. 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract, or otherwise.

(e) Since its formation, the Partnership has been treated as a partnership for federal income tax purposes, and will immediately before, at, and immediately after, the Closing also be a partnership for federal income tax purposes. Moreover, for each taxable year of its existence and as reasonably estimated for the Partnership s current taxable year, more than 90% of the gross income of the Partnership has or will constitute qualifying income within the meaning of Section 7704(d) of the Code.

(f) No Partnership Entity has received written notice of a claim made by any taxing authority in a jurisdiction where such entity does not file Tax Returns that such entity is or may be subject to Tax in such jurisdiction or if such claim has been received, is presently filing tax returns in such jurisdiction, and, to the best knowledge of the Partnership Entities, no such entity is required to file Tax Returns in any jurisdiction other than those set forth in Schedule 3.11(f).

(g) Except as set forth in Schedule 3.11(g), there are no Tax rulings, requests for rulings or closing agreements with any taxing authority with respect to any Partnership Entity.

(h) No Partnership Entity has deferred income reportable for a current Tax period (or portion thereof) or a period (or portion thereof) beginning after the Closing Date but that is attributable to a transaction (e.g., an installment sale) occurring in a period (or portion thereof) ending on or prior to the Closing Date.

(i) No Partnership Entity that is a corporation for federal tax purposes has distributed the stock of any corporation in a transaction satisfying the requirements of Section 355 of the Code since April 16, 1997. No stock of any Partnership Entity that is a corporation for federal tax purposes has been distributed in a transaction satisfying the requirements of Section 355 of the Code since April 16, 1997.

(j) Each Partnership Entity has disclosed on its federal income Tax Returns all positions taken therein that would reasonably be expected to result in any substantial understatement of federal income tax within the meaning of Section 6662 of the Code.

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(k) Except as set forth on Schedule 3.11(k), prior to the Transaction, none of the Tax attributes of any Partnership Entity are subject to the limitations of Code Sections 382, 383 or 384 or Treas. Reg. § 1.1502-21(c).

(l) No Partnership Entity has engaged in any reportable transaction within the meaning of Treasury Regulation section 1.6011-4(b)(2).

(m) There are no Tax sharing, allocation, indemnification or similar agreements or arrangements, whether written or unwritten, in effect under which any Partnership Entity could be liable for any material Taxes of any Person other than the Partnership Entities.

3.12 Compliance with Laws. Subject to the specific representations and warranties in this Agreement, which representations and warranties shall govern the subject matter thereof, the Partnership Entities have complied in all material respects with all Applicable Laws relating to the ownership or operation of the Partnership Assets and the conduct of the Partnership Business, except where failure to comply, individually or in the aggregate, would not have a Partnership Material Adverse Effect. Except as set forth in Schedule 3.12, none of the Partnership Entities has received notice that it is charged or, to the knowledge of the Partnership Parties, threatened with, or under investigation with respect to, any material violation of any Applicable Law relating to any aspect of the ownership or operation of the Partnership Assets or Partnership Business.

3.13 Legal Proceedings. Except as described in the SEC Reports or in Schedule 3.13, there is (i) no Proceeding before or by any Governmental Authority or arbitrator or official, domestic or foreign, now pending or, to the knowledge of the Partnership Parties, threatened, to which any of the Partnership Entities is or may be a party or to which the business or property of any of the Partnership Entities is or may be subject, (ii) no statute, rule, regulation or order that has been enacted, adopted or issued by any Governmental Authority or, to the knowledge of the Partnership Parties, that has been proposed by any Governmental Authority and (iii) no injunction, restraining order or order of any nature issued by a federal or state court or foreign court of competent jurisdiction to which any of the Partnership Entities is or may be subject, that, in the case of clauses (i), (ii) and (iii) above, is reasonably expected to (A) individually or in the aggregate have a Partnership Material Adverse Effect, (B) prevent or result in the suspension of the issuance and sale of the Common Units or New General Partner Units or (C) affect adversely the ability of the Partnership to consummate the Transaction as contemplated herein. Any and all probable and estimated liabilities of the Partnership Entities under any and all Proceedings now pending or, to the knowledge of the Partnership Parties, threatened, to which any of the Partnership Entities is or, to the knowledge of the Partnership Parties, may be a party or to which the business or property of any of the Partnership Entities, to the knowledge of the Partnership Parties, is or may be subject, are adequately covered (except for standard deductible amounts) by the existing insurance maintained by the Partnership or reserves established by the Financial Statements. Schedule 3.13 sets forth all reserves established by the Financial Statements for each of the matters otherwise disclosed pursuant to this Section 3.13.

3.14 Sufficiency of Partnership Assets. The Partnership Assets constitute all the assets and properties the use or benefit of which are reasonably necessary for the operation of the Partnership Business as conducted on the date of this Agreement. All Partnership Assets necessary for the conduct of the Partnership Business are maintained in accordance with industry standards, normal wear and tear excepted, and are useable in the continued operation of the Partnership Business consistent with past practice.

3.15 Intellectual Property. Except as set forth on Schedule 3.15, each of the Partnership Entities owns or possesses or has the right to use, and at the Closing Date will own or possess or have the right to use in the localities where they are currently used by the Partnership Entities, all Intellectual Property described in the SEC Reports as being owned or used by it or any of the Partnership Entities or necessary for the conduct of its respective business, other than those which if not so owned or possessed would not have a Partnership Material Adverse Effect, and none of the Partnership Entities is aware of any claim to the contrary or any challenge by any other Person to the rights of the Partnership Entities with respect to the foregoing.

3.16 Permits. Each of the Partnership Entities has, or at the Closing Date will have, such Permits as are necessary to own its properties and to conduct its business in the manner described in the SEC Reports, subject to

such qualifications as may be set forth in the SEC Reports and except for such Permits which, if not obtained, would not have, individually or in the aggregate, a Partnership Material Adverse Effect; each of the Partnership Entities has, or at the Closing Date will have, fulfilled and performed all its material obligations with respect to such Permits, and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any impairment of the rights of the holder of any such Permit, except for such revocations, terminations and impairments that would not have a Partnership Material Adverse Effect; and, except as described in the SEC Reports, none of such Permits contains any restriction that is materially burdensome to the Partnership Entities considered as a whole.

3.17 Environmental Matters. Except as set forth in Schedule 3.17 or as would not reasonably be expected, individually on in the aggregate to result in a Partnership Material Adverse Effect:

(a) The Partnership Entities are in compliance in all material respects with all Environmental Laws including, without limitation, all restrictions, conditions, standards, limitations, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws or contained in any Governmental Approval.

(b) The Partnership Parties have provided to Kestrel with respect to each Partnership Facility, material assessments, reports, data, results of investigations or audits and other information that are in the possession of or reasonably available to the Partnership Parties regarding environmental matters pertaining to any Environmental Conditions related to the Partnership Facilities or the Partnership Entities, or Environmental Compliance Liability or other compliance (or noncompliance) by the Partnership Entities with respect to any Environmental Laws; however, materials deemed to be privileged and that have not been delivered have been separately identified on Schedule 3.17(b).

(c) There is no Proceeding pending or, to the knowledge of the Partnership Parties, threatened, alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (i) the presence or Release of any Material of Environmental Concern at any location, whether or not now or formerly owned or operated by the Partnership Entities or (ii) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law, that in either case is pending or, to the knowledge of the Partnership Parties, threatened against the Partnership Entities or, to the knowledge of the Partnership Parties, against any Predecessor whose potential liability for any Environmental Condition or Environmental Compliance Liability the Partnership Entities have retained or assumed either contractually or by operation of law.

(d) To the knowledge of the Partnership Parties, there are no actions, activities, circumstances, conditions, events or incidents, including, without limitation, the Release or presence of any Materials of Environmental Concern at any Partnership Facility that would reasonably be expected to result in Environmental Conditions or form the basis of any Proceeding against the Partnership Entities or against any Predecessor.

(e) Without in any way limiting the generality of the foregoing, to the knowledge of the Partnership Parties, (i) all on-site locations where the Partnership Entities have stored, disposed or arranged for the disposal of Materials of Environmental Concern are identified in Schedule 3.17(e); (ii) all underground storage tanks and above ground storage tanks owned or operated by the Partnership Entities, and the capacity and contents of such tanks, located on any property owned, leased or operated by the Partnership Entities are identified in Schedule 3.17(e); (iii) except as set forth in Schedule 3.17(e), to the knowledge of the Partnership Parties, there is no friable asbestos contained in or forming part of any building, building component, structure or office space owned, leased, operated or controlled by the Partnership Entities or the Partnership Business; and (iv) except as set forth in Schedule 3.17(e), to the knowledge of the Partnership Parties, no PCBs or PCB-containing items are used or stored at any property owned, leased, operated or controlled by the Partnership Entities.

(f) The Partnership Entities have not received any Environmental Notice that alleges that the Partnership Entities are in violation of any Environmental Laws and, to the knowledge of Partnership

Parties, there are no circumstances that would reasonably be expected to give rise to such a violation. The Partnership Entities have not received any Environmental Notice from any governmental agency or private or public entity advising it that it is responsible for or potentially responsible for Expenses or Environmental Conditions or Environmental Compliance Liability with respect to any Partnership Facility and no legally binding agreements have been entered into concerning such Expenses or Environmental Conditions or Environmental Compliance Liability. No Partnership Facility is on any federal, state or local list of hazardous sites, such as the Environmental Protection Agency s Comprehensive Response, Compensation and Liability Information System List.

(g) The Partnership Entities are not subject to any Environmental Laws requiring (i) the performance of a site assessment for Materials of Environmental Concern or an audit for any potential Environmental Compliance Liability, (ii) the removal or remediation of Materials of Environmental Concern, (iii) the giving of notice to or receiving the approval of any Governmental Authority or (iv) the recording or delivery of any disclosure document or statement pertaining to environmental matters by virtue, regarding each of the foregoing, of the Transaction or as a condition to the effectiveness of the Transaction.

(h) Schedule 3.17(h) sets forth all reserves established by the Financial Statements for each of the matters otherwise disclosed pursuant to this Section 3.17.

3.18 Insurance. The Partnership maintains insurance covering the properties, operations, personnel and businesses of the Partnership Entities. Such insurance (less retentions and self-insurance) insures against such losses and risks as are reasonably adequate to protect the Partnership Entities and their businesses. None of the Partnership Entities has received notice from any insurer or agent of such insurer that substantial capital improvements or other expenditures will have to be made in order to continue such insurance; all such insurance is outstanding and duly in force on the date hereof and will be outstanding and duly in force on the Closing Date.

3.19 Books and Records. Each of the Partnership Entities (i) makes and keeps books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets and (ii) maintains systems of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management s general or specific authorization; and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

3.20 Employee Matters. Except to the extent set forth in Schedule 3.20, (a) each of the Partnership Entities is in compliance in all material respects with all Applicable Laws relating to employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practice; (b) there is no unfair labor practice complaint against any of the Partnership Entities pending before the National Labor Relations Board; (c) there is no labor strike, dispute, slowdown or stoppage actually pending or, to the knowledge of Partnership Parties, threatened against or affecting any of the Partnership Entities; (d) no grievance proceeding or arbitration proceeding arising out of or under any collective bargaining agreements to which any Partnership Entity is a party is pending and no material claim therefor exists; (e) none of the Partnership Entities has experienced any work stoppage or other organized labor difficulty or attempts to organize employees by organized labor in the past five (5) years and (f) there is no litigation pending between the Partnership Entities and any employees nor, to the knowledge of Partnership Parties, is any such litigation threatened.

3.21 Consents. Schedule 3.21 sets forth each of the consents, approvals, orders, authorizations and waivers of, and declarations, filings and registrations with, all third parties (including Governmental Authorities) that are necessary or required to permit the transactions contemplated by this Agreement and otherwise to consummate the Transaction (the Partnership Consents). Schedule 7.1(f) includes all of the Partnership Consents that, if not obtained and in full force and effect at the time of the Closing, could reasonably be expected to result in a Partnership Material Adverse Effect.

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3.22 Disclosure. Neither this Agreement nor any Schedule or Exhibit hereto contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not misleading.

3.23 Employee Benefit Plans.

(a) Schedule 3.23(a) contains a true and complete list of all employee benefit plans (within the meaning of Section 3(3) of ERISA), and all bonus, stock option, unit option, stock purchase, unit purchase, restricted stock, restricted unit, incentive, equity-based compensation, deferred compensation, disability, retiree medical, life or other benefits, supplemental retirement or other benefits, supplemental unemployment or income, dependent care, severance, and other similar fringe or benefit plans, programs or arrangements, and all employment, executive compensation, termination, severance, change of control or other contracts or agreements written or otherwise maintained or contributed to or for the benefit of or relating to any current or former employee, officer, director or other service provider of any of the Partnership Entities or their respective ERISA Affiliates other than a Multiemployer Plan, as defined below (collectively, referred to herein as the Partnership Plans). With respect to each Partnership Plan, the Partnership Parties have provided to Kestrel accurate and complete copies of (i) all written documents comprising such plan (including amendments, individual agreements, service agreements, trusts and other funding agreements), (ii) the three most recent annual returns in the Form 5500 series (including all schedules thereto) filed with respect to such plan, (iii) the most recent audited financial statement and accountant s report (if required), (iv) the summary plan description currently in effect and all material modifications thereto (if required), (v) for each such plan which is (or ever was) intended to qualify under Section 401(a) of the Code, the most recent determination letter or opinion letter issued by the Internal Revenue Service, (vi) any employee handbook which includes a description of such plan, (vii) any other written communications to any employee or employees, or to any other individual or individuals, to the extent that the provisions of such plan described therein differ materially from such provisions as set forth or described in the other information or materials furnished under this Section, and (viii) any communications with any Governmental Authority related to such plan, other than transmittal letters and other routine correspondence.

(b) None of the Partnership Entities has any express or implied commitment (i) to create, incur liability with respect to or cause to exist any other employee benefit plan, program or arrangement, (ii) to enter into any contract or agreement to provide compensation or benefits to any individual, or (iii) to modify, change or terminate any Partnership Plan, other than with respect to a modification, change or termination required by ERISA or the Code.

(c) Except as set forth in Schedule 3.23(c)(i), during the past six years the Partnership Entities and their respective ERISA Affiliates have not maintained, contributed to or had an obligation to contribute to (i) a multiemployer plan, within the meaning of Section 3(37) of ERISA (a Multiemployer Plan), or (ii) a plan subject to Title IV of ERISA or Section 412 of the Code. The consummation of the Transaction will not result in a partial or complete withdrawal from any Multiemployer Plan. Schedule 3.23(c)(ii) sets forth the potential withdrawal liability to the Partnership Entities with respect to certain Multiemployer Plans listed on Schedule 3.23(c)(ii) as estimated by the administrator of each plan as of the dates indicated in the respective letters or filings of the plan administrators. Schedule 3.23(c)(iv) sets forth the amount of unfunded benefit liabilities under Section 4001(a)(18) of ERISA for each plan subject to Title IV of ERISA listed on Schedule 3.23(c)(i). Except to the extent set forth in Schedule 3.23(c)(v), none of the Partnership Plans (i) provides for the payment of separation, severance, termination or similar-type benefits to any person, (ii) obligates any Partnership Entity to pay separation, severance, or termination benefits or provide other benefits (including, without limitation, additional accruals or accelerated vesting of options) as a result of the Transaction (either alone or in connection with any additional or subsequent event or events), or (iii) obligates any Partnership Entity to make any payment or provide any benefit that could be subject to a tax under Section 4999 of the Code. Except as set forth on Schedule 3.23(c)(vi), none of the Partnership Plans provides for or promises retiree medical, disability or life insurance benefits to any current or former employee, officer, director or service provider of any Partnership Entity, except for continuation coverage

required by Section 4980B of the Code, Sections 601 to 608 of ERISA or applicable state law. Except for Partnership Plans maintained pursuant to a collective bargaining agreement or as set forth on Schedule 3.23(c)(vii), each Partnership Plan that provides for or promises retiree medical, disability or life insurance benefits to any current or former employee, officer, director or service provider of any Partnership Entity, except for continuation coverage required by Section 4980B of the Code, Sections 601 to 608 of ERISA or applicable state law, may be terminated upon 60 days notice.

(d) No liability to the Pension Benefit Guaranty Corporation (the PBGC) has been or is presently expected to be incurred by the Partnership Entities or any of their respective ERISA Affiliates with respect to any Partnership Plan. No circumstance exists that constitutes grounds under Section 4042 of ERISA entitling the PBGC to institute proceedings to terminate, or appoint a trustee to administer, any Partnership Plan or trust created thereunder, nor has the PBGC instituted any such proceeding. None of the Partnership Entities nor any of their respective ERISA Affiliates has incurred or expects to incur any withdrawal liability under Title IV of ERISA with respect to any plan that is a Multiemployer Plan. There have been no reportable events (as such term is defined in Section 4043 of ERISA) with respect to any Multiemployer Plan that could result in the termination of such plan and give rise to a liability of the Partnership Entities or any of their respective ERISA Affiliates. None of the Partnership Entities has incurred or presently expects to incur liability under Sections 412 or 4971 of the Code, including the regulations and published interpretations thereunder.

(e) Except as provided on Schedule 3.23(e), (i) each Partnership Plan which is intended to be qualified under Section 401(a) or 401(k) of the Code is so qualified and to the knowledge of the Partnership Parties has always been so qualified, and (ii) if any Partnership Plan was previously not so qualified, such failure shall not affect its current qualified status nor result in or cause any cost or expense to any Partnership Entity, and there has been no event, condition or circumstance that has adversely affected or is likely to affect such qualified status. Except as provided in Schedule 3.23(e), (i) each Partnership Plan is now operated in all material respects in accordance with the requirements of Applicable Law, including, without limitation, ERISA and the Code, and, to the knowledge of the Partnership Parties has always been so operated and (ii) if any Partnership Plan was ever previously operated not in accordance with Applicable Law, including, without limitation, ERISA and the Code, such failure shall not result in any cost or expense to any Partnership Entity, and each Partnership Entity has performed all obligations required to be performed by it under such Partnership Plan, is not in any respect in default under or in violation of, and has no knowledge of any default or violation by any party with respect to, any Partnership Plan.

(f) With respect to each Partnership Plan, there have been no prohibited transactions, or, to the knowledge of the Partnership Parties, breaches of fiduciary duties that could result in liability (directly or indirectly) for any Partnership Entity and the consummation of the Transaction will not result in a prohibited transaction or breach of fiduciary duty.

(g) All contributions to, and payments from, each Partnership Plan that are required to be made in accordance with the terms of the Partnership Plan and Applicable Law have been timely made. Any Partnership Plan that provides nonqualified deferred compensation within the meaning of Section 409A of the Code has been operated in good faith compliance with Section 409A of the Code. The Partnership Entities and their respective ERISA Affiliates maintain no employee benefit plan, program or arrangement required to comply with the laws of any foreign jurisdiction.

(h) No litigation or claim (other than routine claims for benefits), and no governmental administrative proceeding, audit or investigation, is pending or, to the knowledge of the Partnership Entities or their respective ERISA Affiliates, threatened with respect to any Partnership Plan.

(i) No sale contemplated by Section 5.1(h) will result in a partial or complete withdrawal from a Multiemployer Plan.

3.24 Finder s Fees. Except for the Brokerage Fee or as otherwise set forth on Schedule 3.24, none of the Partnership Entities, or any of their respective Affiliates, are obligated (directly or indirectly) under any

agreement with any Person that would obligate any of the Partnership Entities or the Buyers or any of their respective Affiliates to pay any commission, brokerage or finder s fee in connection with the Transaction.

3.25 Regulation. Except as set forth on Schedule 3.25, none of the Partnership Entities is now, or after the consummation of the Transaction and application of the net proceeds thereof will be, (i) an investment company or a company controlled by an investment company within the meaning of the Investment Company Act of 1940, as amended, or (ii) a holding company or a subsidiary company of a holding company or an affiliate thereof, within the meaning of the Public Utility Holding Company Act of 1935, as amended.

3.26 No Violation. None of the Partnership Entities is in (i) violation of its certificate of formation, partnership agreement, certificate or articles of incorporation or bylaws or other governing instruments, or of any law, statute, ordinance, administrative or governmental rule or regulation applicable to it or of any decree of any Governmental Authority having jurisdiction over it or (ii) breach, default (or an event which, with notice or lapse of time or both, would constitute such a default) or violation in the performance of any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any agreement, indenture, lease or other instrument to which it is a party or by which it or any of its properties may be bound, which breach, default or violation would, if continued, have a Partnership Material Adverse Effect. To the Knowledge of the Partnership Parties, no third party to any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which any of the Partnership Entities is a party or by which any of them is bound or to which any of their properties are subject, is in default under any such agreement, which breach, default or violation would, if continued, have a Partnership Material Adverse Effect.

3.27 Certain Material Contracts. Schedule 3.27 contains a complete and accurate list of each of the following Contracts, which shall be deemed Material Contracts for purposes of this Agreement:

(a) each Contract that involves the supply to and purchase by any of the Partnership Entities of home heating oil inventory held for resale to its customers (*i.e.*, supply contracts), in each case in an amount or value in excess of $5,000,000; and

(b) each Contract that involves any hedging arrangement or any other derivative instrument with respect to future purchases of inventory, in each case in an amount or value in excess of $5,000,000.

(c) Each Material Contract is in full force and effect and embodies the complete understanding between parties thereto with respect to the subject matter thereof. Except as set forth on Schedule 3.27, (i) to the knowledge of the Partnership Parties, there exists no material default or claim thereof by any party to any Material Contract, (ii) to the knowledge of the Partnership Parties, there are no facts or conditions that, if continued or noticed, would result in a default under any Material Contract, (iii) none of the Partnership Parties has received any notice that any Person intends to cancel, modify or terminate any Material Contract or of exercise or non-exercise of any options thereof, (iv) none of the Partnership Entities has given any notice of cancellation, modification or termination of any Material Contract or of exercise of non-exercise of any options thereunder, (v) to the knowledge of the Partnership Parties, each Material Contract is a valid and binding agreement enforceable in accordance with its terms, and (vi) no consent or approval of the other parties to any Material contract or any Person pursuant to any Material Contract is required for the consummation of the Transaction, except those that will have been obtained and be in full force and effect on the Closing Date.

3.28 Listing. The outstanding Common Units and Senior Subordinated Units are listed for trading on the NYSE.

3.29 Opinion of Financial Advisor. The board of the Partnership GP has received the opinion of Jefferies as to the fairness of the Transaction from a financial point of view to the holders of the Common Units.

3.30 Exemption from Registration. Assuming the accuracy on the date hereof and the Closing Date of the representations and warranties of the Kestrel Entities set forth in Section 4.5 below, the issuance of the Units by the Partnership to Buyers hereunder, other than the Common Units issuable pursuant to the Rights Offering, is exempt from the registration requirements of the Securities Act.

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3.31 No Reliance. Except for the representations and warranties made by the Partnership Entities in this Agreement, including in any Schedule or Exhibit hereto or in any other certificate or instrument delivered to the Buyers at Closing by or on behalf of the Partnership or the Partnership GP in connection with this Transaction, none of the Partnership Entities or any other Person makes, or will make, any representation or warranty with respect to the Partnership or it s business, operations, assets, liabilities, condition (financial or otherwise) or prospects. Without limiting the generality of the foregoing, Buyers acknowledge that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospect information that may have been made available to Buyers or any of their respective representatives.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYERS

Kestrel, for itself and on behalf of the Buyers, represents and warrants to the Partnership Parties as of the date hereof, that:

4.1 Organization. Schedule 4.1 sets forth the form of organization, legal name and the Organization State of the Kestrel Entities. Each of the Kestrel Entities is either a limited partnership, limited liability company or corporation, as indicated on Schedule 4.1, duly organized or formed, validly existing and in good standing under the laws of its Organization State.

4.2 Authority Relative to This Agreement. Each of the Kestrel Entities has full power and authority to execute, deliver and perform the Transaction Documents to which it is a party, and to consummate the Transaction. The execution, delivery and performance by the Kestrel Entities of the Transaction Documents, and the consummation by them of the Transaction, have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by the Kestrel Entities and constitutes, and each of the Transaction Documents and each other agreement, instrument or document executed or to be executed by the Kestrel Entities in connection with the Transaction has been, or when executed will be, duly executed and delivered by such Person and constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of such Person enforceable against it in accordance with its terms, except that such enforceability may be limited by (a) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 Noncontravention. The execution, delivery and performance by the Kestrel Entities of the Transaction Documents to which they are a party, and the consummation by them of the Transaction do not and will not (a) conflict with or result in a violation of any provision of the respective certificate or agreement of limited partnership, charter or bylaws or other governing instruments of the Kestrel Entities, (b) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, any bond, debenture, note, mortgage, indenture, lease, contract, agreement or other instrument or obligation to which the Kestrel Entities may be bound, (c) result in the creation or imposition of any Encumbrance upon any of the properties of the Kestrel Entities, (d) assuming compliance with the matters referred to in Section 3.12, violate any Applicable Law binding upon the Kestrel Entities or (e) conflict with or result in a violation of any Permit held by the Kestrel Entities.

4.4 Governmental Approvals. Except as may be obtained under state securities or Blue Sky laws, no consent, approval, order or authorization of, or declaration, filing or registration with, any Governmental Authority is required to be obtained or made by the Kestrel Entities in connection with the execution, delivery or performance of this Agreement by the Kestrel Entities or the consummation of the Transaction.

4.5 Purchase for Investment.

(a) The Kestrel Entities have been furnished with all information that they have requested for the purpose of evaluating the proposed acquisition of the Units pursuant hereto, and the Kestrel Entities have

had an opportunity to ask questions of and receive answers from the Partnership regarding the Partnership and its business, assets, results of operations, financial condition and prospects and the terms and conditions of the issuance of the Units.

(b) Each of the Buyers is acquiring the Units solely by and for its own account, for investment purposes only and not for the purpose of resale or distribution; and neither of the Buyers has any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or pledge to such person or anyone else any Units; and neither of the Buyers has any present plans or intentions to enter into any such contract, undertaking or arrangement.

(c) Other than the Units issued in connection with the Rights Offering, the Kestrel Entities acknowledge and understand that (i) no registration statement relating to the Units has been or is to be filed with the SEC under the Securities Act or pursuant to the securities laws of any state; (ii) the Units cannot be sold or transferred without compliance with the registration provisions of the Securities Act or compliance with exemptions, if any, available thereunder; (iii) the certificates representing the Units will include a legend thereon that refers to the foregoing; and (iv) the Partnership has no obligation or intention to register the Units under any federal or state securities act or law; except to the extent in each case that the terms of the New Partnership Agreement set forth as Exhibit A hereto shall otherwise provide.

(d) Each of the Kestrel Entities (i) is an accredited investor as defined in Rule 501 of the rules promulgated pursuant to the Securities Act; (ii) has such knowledge and experience in financial and business matters in general that it has the capacity to evaluate the merits and risks of an investment in the Units and to protect its own interest in connection with an investment in the Units; (iii) has such a financial condition that it has no need for liquidity with respect to its investment in the Units to satisfy any existing or contemplated undertaking, obligation or indebtedness; and (iv) is able to bear the economic risk of its investment in the Units for an indefinite period of time and can afford the loss of its entire investment.

(e) Each of the Kestrel Entities has relied upon its own independent investigations of the business of the Partnership or upon its own independent advisers in evaluating its investment in the Units, provided that in conducting such investigations, they and their advisers have relied upon the information furnished to them by the Partnership and the representations and warranties herein contained.

(f) The acquisition of the Units by the Buyers at the Closing, as applicable, shall constitute Buyer s confirmation of the foregoing representations.

4.6 Financial Resources. Each of the Buyers has the funds necessary to consummate the Transactions and the financial resources available to it as are necessary to perform its obligations to acquire the Units pursuant to the terms of this Agreement.

4.7 Brokerage Fees. The Kestrel Entities have not retained any financial advisor, broker, agent, or finder or paid or agreed to pay any financial advisor, broker, agent, or finder on account of the sale by the Partnership and the purchase by Buyers of the Units pursuant to this Agreement or any other component of the Transaction.

4.8 True and Complete Disclosure. Taken in the aggregate, all factual information (excluding estimates) heretofore or contemporaneously furnished by Buyers to the Partnership in writing for purposes of or in connection with this Agreement or the Transaction has been true and accurate in all material respects on the date as of which such information is dated and not incomplete by omitting to state any material fact necessary to make the statements of fact contained therein, in the light of the circumstances under which they were made, not misleading at such

date.

4.9 Governmental Regulation. Neither of the Buyers are an investment company, or a company controlled by an investment company, within the meaning of the Investment Company Act of 1940, as amended.

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ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Continuing Operations. From the date of this Agreement to the earlier of (i) the Closing Date, or (ii) the termination of this Agreement in accordance with its terms (the Interim Period), the Partnership Entities shall conduct their business in the ordinary and usual course, and none of the Partnership Entities shall, without the prior consent of Kestrel, except as expressly contemplated hereby or necessary to consummate the Transaction:

(a) amend its certificate of formation or partnership agreement; split (including any reverse split), combine, or reclassify any of its partnership interests; adopt resolutions authorizing a liquidation, dissolution, merger, consolidation, restructuring, recapitalization, or other reorganization of the any Partnership Entity; or make any other material changes in its capital structure; provided, however, that any Partnership Entity other than the Partnership or Petro Holdings, Inc. may merge within or into any other Partnership Entity and any Partnership Entity other than the Partnership may change its authorized capitalization for state tax planning purposes.

(b) except in the ordinary course of business consistent with past practice, (i) incur any liability or obligation, (ii) become liable or responsible for the obligations of any other Person (other than Subsidiaries) or (iii) except pursuant to the Senior Notes Exchange Offer, pay, discharge, or satisfy any claims, liabilities, or obligations (whether accrued, absolute, contingent, unliquidated, or otherwise, and whether asserted or unasserted), other than the payment, discharge, or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in the financial statements; provided that, in no event shall any of the Partnership Entities enter into any settlement or compromise of any litigation or claims involving liability in excess of $500,000, without the prior written approval of Kestrel which shall not be unreasonably withheld;

(c) incur any indebtedness for borrowed money, except for borrowings under the Credit Agreement or as permitted under its Credit Agreement;

(d) make any loans or advances to any person, other than (i) advances to employees in the ordinary and usual course of business and (ii) transactions among or between the Partnership Entities with respect to cash management conducted in the ordinary and usual course of the Partnership Business;

(e) declare or pay any dividend or make any other distribution with respect to its partnership interests, other than dividends paid by any Subsidiary to another of the Partnership Entities in the ordinary and usual course of the Partnership Business;

(f) except with respect to obligations under written agreements as of the date of this Agreement set forth on Schedule 5.1(f), issue, sell, or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase, or otherwise) any of its partnership interests or other securities other than as contemplated herein or purchase or otherwise acquire any of its partnership interests or debt securities;

(g) subject to Encumbrance any of its assets or properties, other than those Encumbrances arising by operation of law or in the ordinary and usual course of business and those Encumbrances incurred to secure the Existing Indebtedness or as permitted under its Credit Agreement;

(h) other than in the ordinary course of business, sell, lease, transfer, or otherwise dispose of, directly or indirectly, any assets, or waive, release, grant, or transfer any rights of value; provided, however, the Partnership Parties may sell certain assets of its heating oil operations within the limitations set forth in Schedule 5.1(h).

(i) acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any corporation, partnership or other business organization or division thereof; or make any other investment or expenditure

of a capital nature, other than any capital expenditure already included in the capital expenditure budget for the Partnership, as previously provided to and approved by Kestrel and other than expenditures not to exceed $500,000;

(j) enter into, adopt, or (except as may be required by law) amend or terminate any collective bargaining agreement, Partnership Plan or other Benefit Plan; provided, however, that the Partnership Entities may renew or renegotiate collective bargaining agreements which have expired or which will expire prior to Closing; other than in the ordinary course of business and consistent with past practices, approve or implement any employment severance arrangements or retain or discharge any officers and executive management personnel; other than in the ordinary course of business and consistent with past practices, authorize or enter into any employment, severance, consulting services or other agreement with any officers and executive management personnel; or except (w) as budgeted in the 2006 business forecast of the Partnership Business provided to the Buyers, (x) as provided for in any incentive plan or program established by the Partnership Entities and described in Schedule 3.23(a) or (y) increases of employee compensation in the ordinary course of business consistent with past practice, change the compensation or benefits provided to any director, officer, employee or other service provider as of September 30, 2005;

(k) other than supply or other contracts entered into in the ordinary course of the Partnership Business and consistent with past practices, enter into any contract, agreement, lease or other commitment which is material to the business, assets, properties, or financial position of the Partnership Entities; or amend, modify, or change in any material respect any of the agreements pertaining to the Existing Indebtedness or any other existing contract, agreement, lease or other commitment which is material to the business, assets, properties, or financial position of the Partnership Entities;

(l) other than hedges to supply and sales agreements entered into in the ordinary course of the Partnership Business, enter into any speculative or commodity swaps, hedges or other derivatives transactions or purchase any securities for investment purposes, other than in connection with the Partnership Entities cash management;

(m) other than in the ordinary course of the Partnership Business and consistent with past practices, authorize, enter into or amend any contract, agreement or other commitment with any director, officer, employee or other Affiliate (other than the Partnership Entities) pursuant to which any such person shall receive compensation, consideration or benefit of any kind (whether cash or property) from any of the Partnership Entities; or

(n) make or change any material Tax election, change any method of Tax accounting, grant any extension of time to assess any Tax or settle any Tax claim, amend any Tax Return in any material respect or settle or compromise any material Tax liability.

5.2 Press Releases. Except as may be required by Applicable Law or by the rules of the NYSE, neither Buyers nor the Partnership shall issue any press release with respect to this Agreement or the Transaction without the prior consent of the other party (which consent shall not be unreasonably withheld under the circumstances). Any such press release required by Applicable Law or by the rules of any national securities exchange shall only be made after reasonable notice to the other party.

5.3 Stock Exchange Listing. The Partnership shall use its reasonable best efforts to cause the Common Units to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Closing Date.

5.4 Fees and Expenses; Break-up Fee.

(a) The Partnership shall be responsible for the payment of all expenses incurred by the Partnership in connection with the proposed Transaction, regardless of whether the Transaction closes, including, without limitation, all fees and expenses incurred in connection with the Registration Statement and the Proxy Statement and the fees and expenses of the Partnership s legal counsel and all third party consultants engaged by the Partnership to assist in the Transaction. Subject to receipt of appropriate documentation, the

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Partnership shall also reimburse the Kestrel Entities for all out of pocket expenses reasonably incurred by them in connection with the proposed Transaction, including, without limitation, the fees and expenses of Kestrel s legal counsel and all third party consultants engaged by the Kestrel Entities to assist in the Transaction, subject to the requirement that any such third party consultants other than accountants or environmental consultants, shall be subject to the approval of the Partnership, which approval will not be unreasonably withheld. Such reimbursements to the Kestrel Entities shall be due at the Closing, or promptly following any earlier termination of this Agreement by any of the parties for any reason, other than a termination by the Partnership pursuant to Section 8.1(c); provided, that in the event of such earlier termination (other than a termination by the Partnership pursuant to Section 8.1(c)) the maximum amount of reimbursement to which the Kestrel Entities are entitled is $500,000, except in the case of a termination of this Agreement pursuant to Section 8.1(b) and Section 8.1(e), in which case the maximum amount of reimbursement shall be $350,000.

(b) In addition to the fees and expenses for which the Partnership is obligated to reimburse the Kestrel Entities pursuant to Section 5.4(a), the Partnership hereby agrees to pay, or cause to be paid to Kestrel by wire transfer of immediately available funds to an account designated by Kestrel, in accordance with Section 5.4(c), the amount of $4,000,000 cash (the Termination Fee) if:

(i) this Agreement is terminated pursuant to Section 8.1(h) or Section 8.1(i);

(ii) this Agreement is terminated for any reason, other than by the Partnership pursuant to Section 8.1(c), and at the time of such termination a Superior Proposal existed; or

(iii) (x) this Agreement is terminated for any reason, other than by the Partnership pursuant to Section 8.1(c), (y) an Acquisition Proposal existed at any time during the term of this Agreement and (z) prior to the twelve-month anniversary of such termination, the Partnership or any of its Affiliates consummates an Acquisition Proposal that is, from the financial point of view of the holders of the Common Units, equal to or superior to the transactions contemplated by this Agreement and such Acquisition Proposal resulted, directly or indirectly, from any communication with respect to such Acquisition Proposal which occurred either during the term of this Agreement or within six months following the termination of this Agreement; provided, however, that if this Agreement is terminated by the Kestrel Entities pursuant to Section 8.1(d) or Section 8.1(f) and one or more of the Consenting Noteholders consummate an Acquisition Proposal pursuant to Section 4 of the Lock-up Agreement and; provided further, that none of the Consenting Noteholders has, directly or indirectly, interfered with the transactions contemplated by this Agreement or is otherwise in breach of the Lock-up Agreement irrespective of whether the Partnership enforces its rights with respect to such breach, then the Kestrel Entities shall only be entitled to reimbursement of expenses pursuant to Section 5.4(a).

(c) The parties acknowledge that it would be difficult to establish the amount of actual damages that the Kestrel Entities would incur as a result of the circumstances described in Section 5.4(b) and, as a consequence, the Termination Fee shall serve as liquidated damages. Any amounts payable pursuant to Section 5.4(b(i) and Section 5.4(b)(ii) shall be payable promptly following the termination of this Agreement. Any amounts payable pursuant to Section 5.4(b)(iii) shall be payable concurrently with the consummation of an Acquisition Proposal; provided, however, that if the parties disagree as to whether the consummated Acquisition Proposal is, from the financial point of view of the holders of the Common Units, equal to or superior to the transactions contemplated by this Agreement for purposes of triggering the payment of the Termination Fee, the Partnership and Kestrel shall jointly engage and equally share the expense of a mutually-acceptable, nationally recognized investment banking firm within 30 days of the date of the consummation of the Acquisition Proposal to make such determination and the decision of such investment banking firm shall be binding upon all parties. Except for claims for indemnification pursuant to Article IX or circumstances involving fraud, any amount payable pursuant to Section 5.4 shall, when paid, be the sole and exclusive remedy of Kestrel and shall be in lieu of all remedies at law or equity of the Kestrel Parties.

5.5 Brokers, etc. The Partnership shall be solely responsible for the payment of any amounts owed to Jefferies in connection with the sale and purchase of the Units as contemplated herein, and the Partnership shall

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be solely responsible for the payment of any commission or other compensation payable to any financial advisor, broker, agent, finder, or similar intermediary retained by or acting on behalf of the Partnership in connection with the consummation of the Debt Amendments and the Rights Offering.

5.6 Special Meeting; Proxy Statement.

(a) The Partnership shall take all commercially reasonable action necessary in accordance with Applicable Law and the Partnership s Original Partnership Agreement to duly call, give notice of, convene and hold a special meeting of its limited partners (the Special Meeting) as promptly as practicable after the date hereof to consider and vote upon the adoption and approval of the Transaction, to the extent such limited partner approval is necessary with respect to the effectuation of any part of the Transaction. The limited partner vote required for the adoption and approval of the Transaction shall be the vote required by Applicable Law, the Original Partnership Agreement, and the rules of the NYSE, as represented by the Partnership in Section 3.3. The Board of Directors of the Partnership GP shall, subject to its fiduciary obligations to the Partnership s limited partners under Applicable Law, taking into account the advice of counsel, (i) recommend to such limited partners that they vote in favor of the adoption and approval of all matters necessary to effectuate the Transaction, (ii) use its reasonable best efforts to solicit from such limited partners proxies in favor of such adoption and approval, and (iii) take all other action reasonably necessary to secure a vote of such limited partners in favor of such adoption and approval. The Partnership GP shall also use its reasonable best efforts to obtain a statement from all of its officers and directors that own partnership interests in the Partnership and entitled to vote at the Special Meeting that such persons intend to vote all such partnership interests owned by such limited partners in favor of the Transaction at the Special Meeting.

(b) As promptly as practicable after the date hereof, the Partnership shall prepare, shall file with the SEC under the Exchange Act, shall use all reasonable best efforts to have cleared by the SEC, and promptly thereafter shall mail to its limited partners, a proxy statement with respect to the Special Meeting. The term Proxy Statement , as used herein, means such proxy statement and all related proxy materials and all amendments and supplements thereto, if any. Except to the extent otherwise determined in good faith by the Board of Directors of the Partnership GP in the exercise of its fiduciary duties, taking into account the advice of counsel, the Proxy Statement shall contain the recommendation of the Board that limited partners of the Partnership vote in favor of the adoption and approval of all matters necessary to effectuate the Transaction. The Partnership shall notify Buyers promptly of the receipt of any comments on, or any requests for amendments or supplements to, the Proxy Statement by the SEC, and the Partnership shall supply Buyers with copies of all correspondence between it and its representatives, on the one hand, and the SEC or members of its staff, on the other, with respect to the Proxy Statement. The Partnership, after consultation with Buyers, shall use its reasonable best efforts to respond promptly to any comments made by the SEC with respect to the Proxy Statement. The Partnership and Buyers shall cooperate with each other in preparing the Proxy Statement, and the Partnership and Buyers shall each use its reasonable best efforts to obtain and furnish the information required to be included in the Proxy Statement. The Partnership and Buyers each agree promptly to correct any information provided by it for use in the Proxy Statement if and to the extent that such information shall have become false or misleading in any material respect, and the Partnership further agrees to take all steps necessary to cause the Proxy Statement as so corrected to be filed with the SEC and to be disseminated promptly to the limited partners of the Partnership, in each case as and to the extent required by Applicable Law.

5.7 Debt Amendments. The Partnership Parties shall use their reasonable best efforts to promptly negotiate and enter into such amendments to the Credit Facility together with amendments to the indenture for the Senior Notes, and such waiver, forbearance and other definitive agreements and instruments required to effect the Debt Amendments, all of which shall be in form and substance reasonably satisfactory to Buyers (the Debt Amendment Documents), it being understood that the Lock-up Agreement and the exhibits thereto are in form and substance reasonably satisfactory to Buyers. The obligations contained in this Section are not intended, nor shall they be construed, to benefit or confer any rights upon any person other than the parties hereto.

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5.8 Rights Offering. The Partnership shall promptly prepare and submit to Buyers for review, a form of subscription agreement, subscription certificate and all other documents and instruments required in connection with the Rights Offering, all of which shall be in form and substance reasonably satisfactory to Buyers (the Rights Offering Documents). The Rights Offering Documents shall provide, among other things, that the Rights Offering shall be generally conducted in the manner described in Section 1.3(b) of this Agreement.

5.9 Registration Statement. As promptly as practicable after the date hereof, the Partnership shall prepare and file with the SEC a registration statement on Form S-3 (or Form S-1 if Form S-3 is not available) for the purpose of registering under the Securities Act the offering, sale, and delivery of the securities issuable in the Rights Offering. The term Registration Statement , as used herein, means such registration statement and all amendments and supplements thereto, if any. The Partnership shall use all reasonable best efforts to have the Registration Statement declared effective under the Securities Act as promptly as practicable after the Special Meeting. The Partnership shall notify Buyers promptly of the receipt of any comments on, or any requests for amendments or supplements to, the Registration Statement by the SEC, and the Partnership shall supply Buyers with copies of all correspondence between it and its representatives, on the one hand, and the SEC or members of its staff, on the other, with respect to the Registration Statement. The Partnership, after consultation with Buyers, shall use its reasonable best efforts to respond promptly to any comments made by the SEC with respect to the Registration Statement. Kestrel shall use its reasonable best efforts to obtain and furnish to the Partnership the information pertaining to the Kestrel Entities and their Affiliates to the extent required to be included in the Registration Statement. The Partnership and Buyers each agree promptly to correct any information provided by it for use in the Registration Statement if and to the extent that such information shall have become false or misleading in any material respect, and the Partnership further agrees to use its reasonable best efforts to cause the Registration Statement (or the prospectus contained therein) as so corrected to be filed with the SEC and to be disseminated to the extent required by Applicable Law. The Partnership shall also take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified) reasonably required to be taken under any applicable state securities laws in connection with the issuance of securities pursuant to the Registration Statement.

5.10 Withdrawal of General Partner. On the Closing Date, subject to the terms and conditions set forth in this Agreement, the Partnership GP hereby agrees to withdraw as sole general partner of the Partnership and recommend in the Proxy Material that the limited partners elect the Successor General Partner in substitution therefor and to transfer its equity interest in Star/Petro Inc. to the Partnership. In connection with its withdrawal as general partner, the Partnership GP acknowledges and agrees that the current fair market value of its general partnership interest in the Partnership is zero and, consequently, shall not exercise its option to require the Successor General Partner to purchase such general partnership interest.

5.11 Exclusivity Agreement.

(a) Subject to the other provisions of this Section 5.11, from the date of this Agreement to the earlier of (i) the Closing Date, or (ii) the termination of this Agreement in accordance with its terms (but not including upon or due to a breach of this Agreement by the Partnership) (the Exclusivity Period), the Partnership Parties agree that its officers and directors will not, and agree to use reasonable efforts to insure that their respective Affiliates, advisors, representatives and employees do not, directly or indirectly, solicit any offer from, initiate or engage in any discussions or negotiations with, or provide any information other than publicly available information to, any Person (other than the Kestrel Entities, holders of the Senior Notes, the Senior Lender and their Affiliates and representatives; provided that each of the foregoing is subject to non-disclosure agreements with the Partnership) concerning any Acquisition Proposal. In addition, subject to the other provisions of this Section 5.11, the Partnership Parties will not engage in any communications whatsoever, directly or indirectly, with any party that initiates discussions regarding a potential Acquisition Proposal except for communications that are wholly unrelated to such a potential Acquisition Proposal or to notify such party that it will not engage in any communications at such time. The Partnership shall promptly advise Kestrel orally and in writing of any inquiry or proposal by a third party regarding an Acquisition Proposal.

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(b) Notwithstanding the foregoing, nothing contained in this Section 5.11 prohibits the Partnership from (x) in the event of an unsolicited Acquisition Proposal, requesting from the third party such information in writing as may be reasonably necessary for the board of directors of the Partnership GP (on behalf of itself and as Partnership GP) to inform itself as to the material terms of such Acquisition Proposal for the sole purpose of determining whether such Acquisition Proposal constitutes a Superior Proposal, (y) taking (and disclosing to the Partnership s unitholders or partners) its position with respect to a tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2 under the Exchange Act or (z) making such disclosure to the Partnership s unitholders or partners as in the good-faith judgment of the board of directors of the Partnership GP, after receipt of advice from outside legal counsel to the Partnership, that such disclosure is advisable for the board of directors of the Partnership GP to comply with its fiduciary duties under Applicable Law.

(c) Notwithstanding the foregoing, prior to the Closing Date, the Partnership may furnish information concerning the Partnership Business or the assets associated with the Partnership Business to any Person pursuant to a confidentiality agreement with terms no less favorable to the Partnership or its Affiliates than those contained in the Confidentiality Agreement and may negotiate and participate in discussions and negotiations with such Person concerning an Acquisition Proposal if, but only if, (i) such Acquisition Proposal is reasonably likely to be consummated (taking into account the legal aspects of the proposal, the Person making the Acquisition Proposal and approvals required in connection therewith), (ii) such Person has on an unsolicited basis, and in the absence of any violation of this Section 5.11 by the Partnership or its Affiliates, submitted a bona fide, written proposal to the Partnership relating to any such transaction that the board of directors of the Partnership GP determines in good faith, after receiving advice from the Partnership s financial advisors, may reasonably be expected to be more favorable to the Partnership or the Partnership s unitholders or partners from a financial point of view than the transactions contemplated by this Agreement, and (iii) in the good faith opinion of the board of directors of the Partnership GP, after consultation with outside legal counsel to the Partnership, providing such information or access or engaging in such discussions or negotiations is in the best interests of the Partnership and its unitholders or partners and necessary in order for the board of directors of the Partnership GP to discharge its fiduciary duties to the Partnership s unitholders or partners under applicable Law (an Acquisition Proposal that satisfies clauses (i), (ii) and (iii) being referred to as a Superior Proposal). The Partnership shall promptly, and in any event within three business days following receipt of a Superior Proposal and prior to providing any Person with any material non-public information, notify Buyers of the receipt of the same. The Partnership shall promptly provide to Buyers any material non-public information regarding the Partnership, the Business or the assets associated with the Partnership Business provided to any Person that was not previously provided to Buyers, such additional information to be provided no later than the date of provision of such information to such Person.

(d) Except as set forth in this Section 5.11, neither the board of directors of the Partnership GP nor any committee thereof may (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to the transactions contemplated by this Agreement or to Buyers, the approval or recommendation by the board of directors of the Partnership GP of this Agreement or the transactions contemplated by this Agreement, (ii) approve or recommend or propose to approve or recommend, any Acquisition Proposal or (iii) enter into any Contract or other agreement with respect to any Acquisition Proposal. Notwithstanding the foregoing, prior to the Closing, the board of directors of the Partnership GP may (subject to the terms of this and the following sentence) withdraw or modify its approval or recommendation of this Agreement or the transactions contemplated by this Agreement, approve or recommend a Superior Proposal, or enter into a Contract or other agreement with respect to a Superior Proposal (an Acquisition Agreement), in each case at any time after the third business day following the Partnership s delivery to Buyers of written notice advising Buyers that the board of directors of the Partnership GP has received a Superior Proposal, attaching the most current version of the Acquisition Agreement (including any subsequent modifications and amendments) and identifying the Person making such Superior Proposal; provided, however, that neither the Partnership nor any of its Affiliates may enter into an Acquisition Agreement with respect to a Superior Proposal unless the Partnership complies with this Section 5.11.

(e) The Partnership may terminate this Agreement and the Partnership or its Affiliates may enter into an Acquisition Agreement with respect to a Superior Proposal, provided that, prior to any such termination, (i) the Partnership has provided Buyers written notice that it intends to terminate this Agreement pursuant to this Section, identifying the Superior Proposal then determined to be more favorable and the parties thereto, and (ii) at least three business days after the Partnership has provided the notice referred to in clause (i) above, the Partnership delivers to Buyer (A) a written notice of termination of this Agreement pursuant to this Section 5.11, and (B) the Termination Fee pursuant to Section 5.4(b) and Section 5.4(c).

5.12 Access to Information; Partnership Facilities. During the Interim Period, the Partnership (i) shall give Buyers and their authorized representatives reasonable access to the Partnership s employees, Partnership Facilities, and all books and records of the Partnership Entities, (ii) shall permit Buyers and their authorized representatives to make such inspections, including such environmental assessments, investigations and testing, as they may reasonably require to verify the accuracy of any representation or warranty contained in ARTICLE III, and (iii) shall cause the Partnership s officers to furnish Buyers and their authorized representatives with such financial and operating data and other information with respect to the Partnership Entities as Buyers may from time to time reasonably request; provided, however, that no investigation pursuant to this Section shall affect any representation or warranty of the Partnership contained in this Agreement or in any agreement, instrument, or document delivered pursuant hereto or in connection herewith; and provided further that the Partnership shall have the right to have a representative present at all times.

5.13 Reasonable Best Efforts. Each party hereto agrees that it will not voluntarily undertake any course of action inconsistent with the provisions or intent of this Agreement and will use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper, or advisable under Applicable Laws to consummate the Transaction.

5.14 Cooperation and Information. Buyers shall cooperate fully with the Partnership in connection with the preparation and filing of the Proxy Statement and the Registration Statements, and Buyers shall obtain and furnish to the Partnership in writing the information regarding Buyers, its Affiliates and the prospective directors of the Successor General Partner required to be included (based upon the advice of its counsel) in the Proxy Statement and the Registration Statement.

5.15 Amendment to Certificate of Limited Partnership. Promptly following the Closing, the Successor General Partner will cause the Partnership to amend its certificate of limited partnership to reflect that the Successor General Partner is the general partner of the Partnership.

5.16 Taxes.

(a) Notwithstanding anything to the contrary herein, the Partnership GP shall use its best efforts to not permit the Partnership to enter into any agreement, commitment, guarantee, obligation or activity, including any acquisitions or borrowings, that could result in the recognition of UBTI by any Unit holder by reason of its ownership of Units.

(b) All first-tier Subsidiaries of the Partnership will be formed and remain corporations for United States tax purposes or the Partnership GP shall cause such Subsidiaries to be classified and treated as corporations for United States tax purposes, in each case from their inception and for all times thereafter.

5.17 Directors And Officers Indemnification And Insurance.

(a) For the period of six years from and after the Closing Date, the Partnership shall (i) indemnify and hold harmless, against any costs or expenses (including attorney s fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, and provide advancement of expenses to, all past and present directors, officers and employees of Star LLC (in all of their capacities) (the Covered Parties) (a) to the same extent such persons are indemnified or have the right to advancement of expenses as of the

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date of this agreement by the Partnership pursuant to the Original Partnership Agreement and indemnification agreements, if any, in existence on the date hereof with any directors, officers and employees of Star LLC and (B) without limitation to clause (A), to the fullest extent permitted by Applicable Law, (ii) to the extent permissible under then Applicable Law in effect at the time, include and cause to be maintained in effect in the Partnership s (or any successor s) agreement of limited partnership and bylaws, the current provisions regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses contained in the Original Partnership Agreement and (iii) cause to be maintained for a period of six years after the Closing Date the current policies of directors and officers liability insurance and fiduciary liability insurance (D&O Insurance) maintained by the Partnership (provided that the Partnership (or any successor) may substitute therefor policies of at least the same coverage and amounts containing terms and conditions which are, in the aggregate, no less advantageous to the insured) with respect to claims arising from facts or events that occurred on or before the Closing Date (including for acts or omissions occurring in connection with the approval of this Agreement and the consummation of the transactions contemplated hereby); and provided, further, that in no event shall the Partnership be required to expend in any one year more than the current annual premium expended by the Partnership to maintain or procure such D & O Insurance immediately prior to the Closing Date (such amount, the Maximum Annual Premium); provided, further, that if the annual premiums of such insurance coverage exceed such amount, the Partnership shall be obligated to obtain a policy with the greatest coverage available for a cost not exceeding the Maximum Annual Premium. Alternatively, the Partnership may purchase a six-year tail prepaid policy covering liabilities arising from facts or events that occurred on or prior to the Closing Date (including acts and omissions occurring in connection with the approval of this Agreement and the transactions contemplated hereby) on terms and conditions no less advantageous to the insured than the D & O Insurance; provided, that in no event shall the Partnership be required to expend in excess of the Maximum Annual Premium. The Partnership shall consult with Kestrel as to its decision whether to maintain the D&O or to secure such tail coverage and keep Kestrel informed throughout the process. If such tail prepaid policy has been obtained by the Partnership prior to the Closing Date, (i) the Partnership shall not be obligated to maintain D & O Insurance as described above, and (ii) the Partnership shall maintain such tail policy in full force and effect, for its full term, and continue to honor their respective obligations thereunder. The obligations of the Partnership under this Section 5.17 shall not be terminated or modified in such a manner as to adversely affect any Covered Party without the consent of such affected Covered Party (it being expressly agreed that the Covered Parties shall be third party beneficiaries of this Section 5.17. In the event any claim or claims are asserted or made pursuant to the indemnification rights set forth in this Section 5.17, all rights to indemnification in respect of any such claim or claims shall continue until the disposition of any and all such claims. Any determination required to be made with respect to whether an indemnified party s conduct complies with the applicable standard of conduct which governs the availability of such indemnification shall be made by independent legal counsel selected by the indemnified party and reasonably acceptable to the Partnership.

(b) If the Partnership or any of its successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving entity or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of the surviving entity shall assume all of the obligations of the Partnership set forth in this Section 5.17.

5.18 Certain Agreement. The Buyers have been advised that the Partnership GP has requested the Partnership to reimburse it for all past and future obligations of the Partnership GP under an agreement dated March 7, 2005 between the Partnership GP and Irik Sevin and Buyers acknowledge that the Partnership is bound, and Buyers agree to cause the Partnership to make such reimbursement without offsets, defenses or counterclaims, except that the Partnership shall have such defenses as may become available to the Partnership GP pursuant to such Agreement.

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ARTICLE VI

CONDITIONS TO OBLIGATIONS OF THE PARTNERSHIP PARTIES

6.1 Conditions to Closing. The obligations of the Partnership Parties to consummate the Transaction shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties True. All the representations and warranties of Kestrel for itself and behalf of the Buyers contained in this Agreement shall be true and correct on and as of the Closing Date (except to the extent otherwise contemplated by this Agreement or the Ancillary Documents); provided, however, that (i) to the extent that any such representation or warranty is made as of a specified date, such representation or warranty shall have been true and correct as of such specified date, and (ii) with respect to each representation and warranty that is not otherwise qualified by its terms by a materiality standard, this condition shall be satisfied if such representation or warranty shall be true and correct in all material respects.

(b) Covenants and Agreements Performed. Buyers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Opinion of Counsel. The Partnership shall have received an opinion of legal counsel to Buyers, dated the Closing Date, in form reasonably satisfactory to the Partnership, covering those matters set forth in Exhibit 6.1(c) attached hereto, subject to customary assumptions, limitations and exclusions.

(d) Legal Proceedings. On the Closing Date, other than suits to enforce this Agreement, there shall not be (i) any effective injunction, writ, or temporary restraining order or any other order of any nature issued by a court or Governmental Authority of competent jurisdiction directing that any aspect of the Transaction not be consummated, (ii) any Proceeding pending in which it is or may be sought to prohibit, substantially delay, or rescind this Agreement, the Debt Amendments Documents, the Rights Offering Documents or any aspect of the Transaction or to obtain an award of damages in connection with the Transaction and which, in the good faith judgment of either of the parties, is material, or (iii) any Proceedings pending against the Partnership Entities which, in the good faith judgment of either of the parties, would be expected to have a Partnership Material Adverse Effect.

(e) Limited Partner Approval. The holders of the requisite number of outstanding units of limited partnership interests in the Partnership shall have duly and validly approved all items necessary to effectuate the Transaction to the extent that limited partner approval is required.

(f) Stock Exchange Listing. The Common Units issuable upon exercise of the Rights shall have been approved for listing on the NYSE, subject to official notice of issuance.

(g) Completion of Debt Amendments. All conditions precedent to the closing of the Debt Amendments, including the execution and delivery of the Debt Amendments Documents and the successful completion and closing of the Senior Notes Exchange Offer, shall have been satisfied or

duly waived and such closings shall occur simultaneously with the Closing.

(h) Certificate. The Partnership shall have received a certificate executed by a duly authorized person on behalf of Buyers dated the Closing Date, representing and certifying, in such detail as the Partnership may reasonably request, that the conditions set forth in this Section 6.1 have been fulfilled.

(i) Completion of Rights Offering. The Rights Offering shall have commenced and expired and the number of Unsubscribed Units shall have been determined.

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ARTICLE VII

CONDITIONS TO OBLIGATIONS OF BUYERS

7.1 Conditions to Closing. The obligations of Buyers to consummate the Transaction shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties True. The representations and warranties of the Partnership Parties for themselves and on behalf of the Partnership Entities contained in this Agreement, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall be true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date (or, if given as of a specific date, at and as of such date); provided, however, such representations and warranties shall be deemed to be true in all material respects for the purposes of this Section 7.1(a) unless one or more breaches of such representations and warranties either individually or in the aggregate would reasonably be expected to result in loss or liability to the Partnership Entities of $2,500,000 or more; and provided, further, that nothing in this Section 7.1(a) shall limit or affect the Kestrel Entities rights to assert a claim for indemnification pursuant to Article IX relating to any such breach or breaches.

(b) Covenants and Agreements Performed. The Partnership Parties shall have performed and complied with the agreements contained in Section 5.1 at all times during the Interim Period, and the Partnership Parties shall have performed and complied in all material respects with all other covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Opinion of Counsel. Buyers shall have received an opinion of legal counsel to the Partnership, dated the Closing Date, in form reasonably satisfactory to Buyers, covering those matters set forth in Exhibit 7.1(c) attached hereto, subject to customary assumptions, limitations and exclusions.

(d) Legal Proceedings. On the Closing Date, other than suits to enforce this Agreement, there shall not be (i) any effective injunction, writ, or temporary restraining order or any other order of any nature issued by a court or Governmental Authority of competent jurisdiction directing that any aspect of the Transaction not be consummated, (ii) any Proceeding pending in which it is or may be sought to prohibit, substantially delay, or rescind this Agreement, the Debt Amendments Documents, the Rights Offering Documents or any aspect of the Transaction or to obtain an award of damages in connection with the Transaction and which, in the good faith judgment of either of the parties, is material, or (iii) any Proceedings pending against the Partnership Entities which, in the good faith judgment of either of the parties, would be expected to have a Partnership Material Adverse Effect.

(e) Limited Partner Approval. The holders of the requisite number of outstanding units of limited partnership interests in the Partnership shall have duly and validly approved all items necessary to effectuate the Transaction to the extent that limited partner approval is required.

(f) Consents. All Partnership Consents set forth on Schedule 7.1(f) shall have been obtained or made and shall be in full force and effect as to the Partnership Parties at the time of the Closing, and with respect to any such Partnership Consent related to the Debt Amendments, such Partnership Consent shall have been given (and any such amendment shall have been made) on terms that are reasonably acceptable to Buyers, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(g) No Adverse Changes. Since the date of this Agreement, there shall not have been any Partnership Material Adverse Effect.

(h) Completion of Debt Amendments. All conditions precedent to the closing of the Debt Amendments, including the execution and delivery of the Debt Amendments Documents and the successful completion and closing of the Senior Notes Exchange Offer, shall have been satisfied or duly waived and such closings shall occur simultaneously with the Closing.

(i) Stock Exchange Listing. The Common Units issuable upon exercise of the Rights shall have been approved for listing on the NYSE, subject to official notice of issuance.

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(j) New Partnership Agreement. The New Partnership Agreement will have been adopted on or prior to the Closing Date.

(k) Directors and Officers Insurance. Each of the representatives of Buyers serving on the Board of Directors of the Successor General Partner shall obtain comparable insurance coverage under new or replacement director and officer insurance policies and under indemnification agreements as the Partnership s directors receive as of the date hereof (including coverage for liabilities arising before the date of taking office to the extent arising from such person s status as a prospective director), such policies shall be in full force and effect in accordance with their terms in existence as of the Closing Date.

(l) Certificates. Buyers shall have received a certificate or certificates representing the Units purchased at the Closing, in definitive form representing the Units, registered in the respective name of each Buyer and duly executed by the Partnership GP.

(m) Officer Certificate. Buyers shall have received a certificate executed on behalf of the Partnership GP by its chief executive officer or the chief financial officer, dated the Closing Date, representing and certifying, in such detail as Buyers may reasonably request, that the conditions set forth in this Section 7.1 have been fulfilled.

(n) Completion of Rights Offering. The Rights Offering shall have commenced and expired and the number of Unsubscribed Units shall have been determined.

ARTICLE VIII

TERMINATION, AMENDMENT, AND WAIVER

8.1 Termination Prior to Closing. This Agreement may be terminated and the Transaction abandoned at any time prior to the Closing in the following manner:

(a) by mutual written consent of the Partnership and Kestrel; or

(b) by the Partnership or Kestrel after April 30, 2006 if the Closing shall not have occurred by the close of business on such date, so long as the failure to consummate the Transaction on or before such date does not result from a breach of this Agreement by the party seeking termination of this Agreement; or

(c) by the Partnership, if (i) any of the representations and warranties of Kestrel for itself and on behalf of the Buyers contained in this Agreement shall not be true and correct when made or at any time prior to the Closing as if made at and as of such time, except (A) as contemplated hereby or (B) with respect to each representation and warranty that is not otherwise qualified by its terms by a materiality standard, such representation and warranty shall not be true and correct in all material respects, or (ii) Buyers shall have failed to fulfill any of

their obligations in this Agreement in all material respects; and, in the case of each of clauses (i) and (ii), such misrepresentation, breach of warranty, or failure (provided it can be cured) has not been cured within five days of actual knowledge thereof by Buyers; or

(d) by Buyers, if (i) any of the representations and warranties of the Partnership Parties for themselves and on behalf of the Partnership Entities contained in this Agreement, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall not be true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date (or, if given as of a specific date, at and as of such date) except where the failure to be true and correct would not reasonably be expected to result in loss or liability to the Partnership Entities of $2,500,000 or more, (ii) the Partnership Parties shall have failed to fulfill any of their obligations under Section 5.1, or (iii) the Partnership Parties shall have failed to fulfill any of its obligations in this Agreement (other than those obligations set forth in Section 5.1) in all material respects; and, in the case of each of clauses (i), (ii) and (iii), such misrepresentation, breach of warranty, or failure (provided it can be cured) has not been cured within 10 days of actual knowledge thereof by the Partnership Parties ; or

(e) by the Partnership or Kestrel, if the limited partners of the Partnership shall have failed to adopt at a meeting the matters contained in the Proxy Statement that are necessary in order to adopt and approve the Transaction; or

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(f) by Kestrel or the Partnership, upon the occurrence of a Bankruptcy Event; or

(g) by Kestrel, upon the occurrence of any default by the Partnership Entities under the Credit Facility or the Senior Notes if the holders of indebtedness pursuant to the Credit Facility or the holders of the Senior Notes entitled to declare a default, or any trustee or representative thereof, shall have taken any steps to accelerate any such indebtedness or shall have commenced the exercise of any remedies permitted pursuant to the agreement or other instruments creating such indebtedness; or

(h) by the Partnership Entities as provided in Section 5.11(e); or

(i) by Kestrel at any time following an Exclusivity Breach.

8.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 8.1 by the Partnership, on the one hand, or Kestrel, on the other, written notice thereof shall forthwith be given to the other party specifying the provision hereof pursuant to which such termination is made, and this Agreement shall become void and have no effect, except that the provisions contained in this ARTICLE VIII, ARTICLE IX and in Sections 5.4 and 5.5 and the Confidentiality Agreement shall survive the termination hereof. Nothing contained in this Section shall relieve any party from liability for any willful breach of this Agreement.

8.3 Amendment. This Agreement may not be amended except by an instrument in writing signed by or on behalf of all the parties hereto.

8.4 Waiver. No failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The provisions of this Agreement may not be waived except by an instrument in writing signed by or on behalf of the party against whom such waiver is sought to be enforced.

ARTICLE IX

SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

9.1 Survival. The representations and warranties of the parties hereto contained in Articles III and IV of this Agreement or in any certificate delivered pursuant to Section 6.1(i) or 7.1(m) hereof shall survive the Closing, respectively, regardless of any investigation made by or on behalf of any party, until the first anniversary of the Closing Date (the Survival Date). No action may be brought with respect to a breach of any representation and warranty after the Survival Date unless, prior to such time, the party seeking to bring such an action has notified the other parties of such claim, specifying in reasonable detail the nature of the loss suffered. The provisions of this Section 9.1 shall have no effect upon any of the covenants of the parties set forth in Article V or any of the other obligations of the parties hereto under the Agreement, whether to be performed later, at or after the Closing.

9.2 Indemnification by Partnership.

(a) The Partnership shall indemnify, defend, and hold harmless each of the Kestrel Entities, their respective Affiliates and each of their respective directors, officers, employees and agents (collectively, the Indemnified Parties) from and against any and all Indemnified Liabilities, REGARDLESS OF WHETHER SUCH INDEMNIFIED LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF AN INDEMNIFIED PARTY; provided however, that the Partnership shall not be obligated to indemnify an Indemnified Party with respect to any Indemnified Liabilities to the extent it is ultimately determined by a final non-appealable judgment of a court of competent jurisdiction that such Indemnified Liabilities were caused by the gross negligence, willful misconduct or material breach of this Agreement of or by such Indemnified Party.

(b) At the written request of an Indemnified Party, the Expenses incurred by an Indemnified Party in connection with any Proceeding, other than as provided in subparagraph (c), shall be paid by the Partnership

as and when incurred by the Indemnified Party in advance of the final disposition of such Proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnified Party to repay promptly such amount to the extent that it is ultimately determined that the Indemnified Party is not entitled to be indemnified by the Partnership (a Repayment Undertaking). The request for advancement of Expenses by the Indemnified Party and the Repayment Undertaking need not be secured. Any advancement of Expenses shall be made no later than 20 days after receipt by the Partnership of the Repayment Undertaking from the Indemnified Party, and is required to be made notwithstanding any allegation by the Partnership or any other person that an Indemnified Party is not entitled to indemnification pursuant to the exception set forth in subparagraph (a) hereof.

(c) Notwithstanding any other provisions herein, the Partnership shall not be obligated hereunder to indemnify or advance Expenses to an Indemnified Party with respect to any Proceeding, or any claim therein, brought or made (i) by an Indemnified Party against the Partnership, other than a Proceeding, or a claim therein, made by an Indemnified Party in connection with successfully establishing or enforcing his right of indemnification or to receive advancement of Expenses, in whole or in part, hereunder or (ii) by the Partnership against Buyers pursuant to Section 9.3 hereof.

(i) Promptly after receipt by an Indemnified Party of notice of the commencement of any Proceeding against an Indemnified Party with respect to which an Indemnified Party demands indemnification or advancement of Expenses hereunder, such Indemnified Party shall promptly notify the Partnership in writing of the commencement thereof, provided that the failure to so notify the Partnership shall not relieve it from any liability that it may have to an Indemnified Party, except to the extent that such failure has materially prejudiced the Partnership s ability to provide a defense in the Proceeding. The Partnership shall have the right to assume the defense of any such Proceeding, but the Indemnified Parties collectively shall have the right, at the expense of the Partnership, to retain not more than one counsel of their choice to represent the Indemnified Parties in such Proceeding. The counsel for the Indemnified Parties may participate in, but not control, the defense of such Proceeding.

(ii) The indemnity provided for herein shall cover the amount of any settlements entered into by an Indemnified Party in connection with any claim for which an Indemnified Party may be indemnified hereunder; provided that, no settlement binding on an Indemnified Party may be made without the consent of a Kestrel Indemnified Party and the Partnership (which consent shall not be reasonably withheld).

(iii) Any indemnification hereunder shall be made no later than 45 days after receipt by the Partnership of the written request of the Indemnified Party.

(d) If an Indemnified Party is entitled under any provision hereof to indemnification or to receive advancement by the Partnership for some or a portion of the Expenses, judgments, fines or amounts paid in settlement actually and reasonably incurred by the Indemnified Party in the investigation, defense, appeal, settlement or other disposition of any proceeding but not, however, for the total amount thereof, the Partnership shall nevertheless indemnify the Indemnified Party for the portion thereof to which the Indemnified Party is entitled.

(e) In the event of the Partnership s payment to an Indemnified Party hereunder, the Partnership shall be subrogated to the extent of such payment to all the rights of recovery of the Indemnified Party, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including without limitation the execution of such documents as may be necessary to enable the Partnership effectively to bring suit to enforce such rights.

(f) If any provision or provisions of this Section 9.2 shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible,

the provisions of this Section 9.2 shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

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(g) In the absence of fraud, each Indemnified Party s sole and exclusive remedy with respect to any and all claims relating to the subject matter of this Agreement will be pursuant to the indemnification provisions set forth in this Article 11; provided, that nothing in this provision shall be deemed to limit the rights of any Indemnified Party to (1) be indemnified by any other party to this Agreement (as opposed to a third party) pursuant to the indemnification obligations in ARTICLE IX or (2) to receive the Termination Fee, expense reimbursement and injunctive relief as provided herein.

(h) In the absence of fraud, the Partnership will not be liable to an Indemnified Party for any punitive damages resulting from or arising out of this Agreement or the transactions contemplated by this Agreement.

(i) Notwithstanding any other provision of this Section 9.2, the obligations of the Partnership to indemnify the Indemnified Parties for Indemnified Liabilities shall: (i) not apply to any individual claim of less than $50,000 (a Small Claim) until the aggregate of all Small Claims exceeds $500,000 and then once the $500,000 threshold is exceeded the Indemnified Parties shall be entitled to recovery from the first dollar of liability; and (ii) be limited to, and will not exceed, 25% of the aggregate Purchase Price.

9.3 Indemnification by Kestrel.

(a) Kestrel shall indemnify, defend, and hold harmless the Partnership from and against any and all claims, actions, causes of action, demands, assessments, losses, damages, liabilities, judgments, settlements, penalties, costs and Expenses of any nature whatsoever asserted against, resulting to, imposed upon, or incurred by the Partnership, directly or indirectly, by reason of or resulting from any breach by Kestrel of any of its representations, warranties, covenants, or agreements contained in this Agreement or in any certificate, instrument, or document delivered pursuant hereto regardless of whether discovered prior to or after the Closing and regardless of whether the Closing occurs.

(b) Promptly after receipt by the Partnership of notice of the commencement of any Proceeding against it with respect to which the Partnership demands indemnification hereunder, the Partnership shall promptly notify Kestrel in writing of the commencement thereof, provided that the failure to so notify Kestrel shall not relieve it from any liability that it may have to the Partnership, except to the extent that such failure has materially prejudiced Kestrel s ability to provide a defense in the Proceeding. Kestrel shall have the right to assume the defense of any such Proceeding, but the Partnership shall have the right, at the expense of Kestrel, to retain not more than one counsel of its choice to represent the Partnership in such Proceeding. The counsel for the Partnership may participate in, but not control, the defense of such Proceeding. The indemnity provided for herein shall cover the amount of any settlements entered into by the Partnership in connection with any claim for which the Partnership may be indemnified hereunder; provided that, no settlement binding on the Partnership may be made without the consent of the Partnership and Kestrel (which consent shall not be reasonably withheld). Any indemnification hereunder shall be made no later than 45 days after receipt by Kestrel of the written request of the Partnership.

(c) If the Partnership is entitled under any provision of this Section 9.3 to indemnification by Kestrel for some or a portion of the Expenses, judgments, fines or amounts paid in settlement actually and reasonably incurred by the Indemnified Party in the investigation, defense, appeal, settlement or other disposition of any proceeding but not, however, for the total amount thereof, Kestrel shall nevertheless indemnify the Partnership and/or the Partnership GP for the portion thereof to which the Partnership is entitled.

(d) In the event of Kestrel s payment to the Partnership hereunder, Kestrel shall be subrogated to the extent of such payment to all the rights of recovery of the Partnership, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including without limitation the execution of such documents as may be necessary to enable Kestrel effectively to bring suit to enforce such rights.

(e) If any provision or provisions of this Section 9.3 shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining

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provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible, the provisions of this Section 9.3 shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

(f) In the absence of fraud, the Partnership s sole and exclusive remedy with respect to any and all claims relating to the subject matter of this agreement will be pursuant to the indemnification provisions set forth in this Article IX; provided, that nothing in this provision shall be deemed to limit the rights of the Partnership to (1) be indemnified by any other party to this Agreement (as opposed to a third party) pursuant to the indemnification obligations in ARTICLE IX or (2) to receive injunctive relief as provided herein.

(g) In the absence of fraud, Kestrel will not be liable to the Partnership for any punitive damages resulting from or arising out of this Agreement or the transactions contemplated by this Agreement.

(h) Notwithstanding any other provision of this Section 9.3, the obligations of Kestrel to indemnify the Partnership for Indemnified Liabilities shall: (i) not apply to any Small Claim until the aggregate of all Small Claims exceeds $500,000 and then once the $500,000 threshold is exceeded the Partnership shall be entitled to recovery from the first dollar of liability; and (ii) be limited to, and will not exceed, 25% of the aggregate Purchase Price.

ARTICLE X

MISCELLANEOUS

10.1 Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made if delivered personally, or transmitted by first class registered or certified mail, postage prepaid, return receipt requested, or sent by prepaid overnight delivery service, or telefax, to the parties at the addresses and telefax numbers set forth opposite their names on the signature page hereof (or at such other addresses and telefax numbers as shall be specified by the parties by like notice).

10.2 Entire Agreement. This Agreement (together with the Equity Maintenance Agreement entered into simultaneously herewith by and among the Kestrel Entities and Yorktown Energy Partners VI, L.P.) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties and their Affiliates with respect to the subject matter hereof, provided that, that certain Confidentiality Agreement between Kestrel and the Partnership dated April 14, 2005 (the Confidentiality Agreement) shall remain in effect pending the Closing or upon termination of this Agreement and shall only terminate upon Closing.

10.3 Binding Effect; Assignment; No Third Party Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party, except that any Buyer may assign to any Person in which Kestrel is the sole owner, or to any other Affiliate of Buyer, any of such Buyer s rights, interests, or obligations hereunder, upon notice to the Partnership Parties, but such assignment shall not in any way relieve such Buyer of any of its obligations under this Agreement. Prior to the Closing, any assignee of an initial Buyer executing this Agreement shall, upon such assignment, execute this Agreement as a Buyer. Except as provided in Section 5.17 (which is expressly intended for the benefit of Covered

Parties, as defined therein) and ARTICLE IX, nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective heirs, legal representatives, successors, and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

10.4 Severability. If any provision of this Agreement is held to be unenforceable, then this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed

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unenforceable, and in all other respects this Agreement shall remain in full force and effect to the maximum extent permitted by Applicable Law; provided, however, that (i) the provisions of Section 9.2(f) and 9.3(e) shall apply with respect to the severability of the provisions pertaining to the right to indemnification contained in Section 9.2 and 9.3, respectively, and (ii) if any provision of this Agreement other than Section 9.2 or Section 9.3 is held unenforceable, and the unenforceability of such provision would substantially impair the rights and benefits and/or increase the duties and obligations of either party contained in this Agreement, then this Agreement shall be terminated at the election of any party whose rights and benefits are impaired or duties and obligations increased, subject to the provisions of ARTICLE VIII thereof.

10.5 Injunctive Relief. The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement, and shall be entitled to enforce specifically the provisions of this Agreement, in any court of the United States or any state thereof having jurisdiction, in addition to any other remedy to which the parties may be entitled under this Agreement or at law or in equity.

10.6 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.**

10.7 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, the parties hereto.

10.8 Titles. The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

10.9 Schedules. Disclosure of any fact or item in any section of the Disclosure Schedule referenced in this Agreement shall, should the existence of the fact or item or its contents be relevant to any other paragraph or section, be deemed to be disclosed with respect to such other paragraph or section whether or not an explicit cross-reference appears. Certain of the representations and warranties set forth in this Agreement contemplate that there will be included in the Disclosure Schedule information that might be material or have a material adverse effect or Partnership Material Adverse Effect . The Partnership may elect to include in such schedules items that are not material or are not likely to have a material adverse effect or Partnership Material Adverse Effect and, in order to avoid any misunderstanding, any such inclusion shall not be deemed to be an acknowledgment or representation that such items are material or would have a material adverse effect to establish any standard of materiality, material adverse effect or Partnership Material Adverse Effect or to define further the meaning of such terms for purposes of this Agreement.

ARTICLE XI

DEFINITIONS

11.1 Certain Defined Terms. As used in this Agreement, each of the following terms has the meaning given it in this Article:

Acquisition Proposal means (i) any proposal to commence or conduct a tender or exchange offer involving the Partnership or one or more of the Partnership Entities, (ii) any proposal for a merger, consolidation or other business combination involving the Partnership or one or more of the Partnership Entities, (iii) any proposal or offer to acquire in any manner a substantial equity interest in the Partnership or one or more of the

Partnership Entities, (iv) any proposal or offer to acquire in any manner a substantial portion of the Partnership Business or the assets associated with the Partnership Business, (v) any proposal or offer with respect to any recapitalization or restructuring (whether of equity or debt or a combination thereof) with respect to the Partnership or one or more of the Partnership Entities, or (vi) any proposal or offer with respect to any other transaction similar to any of the foregoing with respect to the Partnership or any of the Partnership Entities.

Affiliate has the meaning specified in Rule 12b-2 promulgated under the Exchange Act.

Ancillary Documents means the New Partnership Agreement, the Rights Agreement Amendment and each agreement, instrument, and document (other than this Agreement) executed or to be executed by the Partnership or Buyers in connection with the sale and purchase of the Units as contemplated by this Agreement.

Applicable Law means any federal, state, local, municipal, foreign, international, multinational or other administrative statute, law, rule, or regulation or any judgment, order, writ, injunction, or decree of any Governmental Authority to which a specified person or property is subject.

Bankruptcy Event means the occurrence of any of the following with respect to any of the Partnership Entities:

(i) making an assignment for the benefit of creditors;

(ii) filing a voluntary petition in bankruptcy;

(iii) being adjudicated a bankrupt or insolvent, or having entered against it an order for relief in any bankruptcy or insolvency proceeding;

(iv) filing a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(v) filing an answer or other pleading admitting to or failing to contest the material allegations of a petition filed against it in any proceeding of the nature described in clause (iv) above; or

(vi) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of it or all or any substantial part of its properties.

Benefit Plan means any bonus, profit sharing, compensation, severance, termination, stock option, stock unit, stock appreciation right, unit appreciation right, restricted stock, restricted unit, performance unit, stock equivalent, stock purchase, pension, retirement, deferred

compensation, employment, severance, health, life, disability, or any other employee benefit or fringe benefit agreement, policy, trust, plan, fund, or other arrangement for the benefit or welfare of any director, officer, employee or other service provider.

Brokerage Fee means the fees and expenses of Jefferies in connection with its services as financial advisor to the Partnership in connection with the Transaction.

Business Day shall mean any day other than a Saturday, a Sunday, or a day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

Code means the Internal Revenue Code of 1986, as amended.

Capital Stock means, with respect to: (i) any corporation, any share, or any depositary receipt or other certificate representing any share, of an equity ownership interest in that corporation; and (ii) any other entity, any share, membership or other percentage interest, unit of participation or other equivalent (however designated) of an equity interest in that entity.

Common Units mean the units representing common limited partnership interests in the Partnership and having the rights and obligations specified with respect to the Common Units in the Original Partnership Agreement or the New Partnership Agreement, as applicable, together with associated rights to purchase Class A Common Units of the Partnership pursuant to the Rights Agreement.

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Consenting Noteholders mean the holders of the Partnership s 10.25% Senior Notes due 2013 issued pursuant to the Indenture and that have executed the Lock-up Agreement.

Contract means any agreement, contract, lease, license, sublicense, or other undertaking (whether written or oral and whether express or implied) that is legally binding relating to the Partnership Business to which the Partnership Assets or any of the Partnership Entities is a party or by which any of them is bound.

Credit Facility means that certain $260 million revolving credit facility agreement with a group of lenders led by the Senior Lender.

Credit Facility Amendments means certain amendments to the Credit Facility in substantially the form attached as Exhibit B.

Encumbrances means liens, charges, pledges, options, mortgages, deeds of trust, security interests, claims, restrictions (whether on voting, sale, transfer, disposition, or otherwise), easements, and other encumbrances of every type and description, whether imposed by law, agreement, understanding, or otherwise.

Environment means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and inland wetlands and water courses), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

Environmental Compliance Liability means any and all liabilities, costs and expenses arising under, or related to, compliance with any Environmental Laws applicable to the Partnership Facilities or the Partnership Business or operations or assets associated with the Partnership Facilities or the Partnership Business, that would reasonably result in claims and/or demands under Environmental Laws and/or liabilities to third parties, including but not limited to, Governmental Authorities.

Environmental Conditions means all circumstances with respect to soil, surface waters, groundwaters, ponds, stream sediment, air and similar environmental media and building materials, both on-site and off-site of the property owned and/or operated and/or occupied by the Partnership Entities or any Predecessor at the Partnership Facilities, and all improvements thereto upon or in which the Partnership Business is now or was formerly operated that would reasonably require remedial action and/or that would reasonably result in claims and/or demands by and/or liabilities to third parties including, but not limited to, Governmental Authorities. This term shall expressly include on- and off-site liabilities asserted under the Comprehensive Environmental Response Compensation and Liability Act, as amended, (CERCLA) or analogous State or foreign statutes.

Environmental Laws means all Applicable Laws relating to pollution or protection of human health (as relating to exposure to Materials of Environmental Concern) or the Environment, including (without limitation), (i) emissions, discharges, releases or threatened releases of Materials of Environmental Concern, (ii) the manufacture, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern, (iii) the preservation of the Environment or mitigation of adverse effects thereon, (iv) community right-to-know, hazard communication and noise concerns or (v) record keeping, notification, disclosure and reporting requirements respecting Materials of Environmental Concern.

Environmental Notice means any summons, citation, directive, order, claim, pleading, proceeding, judgment, letter or any other written communication from the United States Environmental Protection Agency (USEPA), or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted in or which threatens result in the Release of any Materials of Environmental Concern into the Environment or building material, or other violation or alleged violation of Environmental Laws.

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ERISA means the Employee Retirement Income Security Act of 1974 (or any successor legislation thereto), as amended from time to time and any regulations promulgated thereunder.

ERISA Affiliate means, with respect to a Person, any entity which has ever been considered a single employer with such Person under Section 4001(b) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

Exclusivity Breach means any breach by the Partnership of its agreements contained in this Section 5.11.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Exercise Period means that period of time during which holders of Rights may exercise rights to subscribe for Common Units in the Partnership.

Existing Indebtedness means all existing indebtedness of the Companies in respect of borrowed money, including the outstanding indebtedness under the Credit Facility and the Senior Notes.

Expenses shall mean any expenses incurred in connection with a Proceeding, including, without limitation, all reasonable attorneys fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding.

GAAP means generally accepted accounting principles as in effect in the United States of America on the applicable date.

General Partner Units mean the units representing the general partnership interest in the Partnership and having the rights and obligations specified with respect to the General Partner Units in the Original Partnership Agreement.

Governmental Authority means any court or tribunal in any jurisdiction (domestic or foreign) or any public, governmental, or regulatory body, agency, department, commission, board, bureau, or other authority or instrumentality (domestic or foreign).

Indemnified Liabilities mean any and all claims, actions, causes of action, demands, losses, liabilities, obligations, losses, damages, penalties and Expenses of any kind or nature whatsoever with respect to or arising out of this Agreement and regardless of whether claimed or alleged by any of the parties hereto or any third party, the Transaction (including the Debt Amendments and the Rights Offering), the actual or proposed execution, delivery, enforcement and performance of this Agreement or the Ancillary Documents, and/or otherwise arising directly or indirectly, by reason of or resulting from any breach by the Partnership Parties of any of their representations, warranties, covenants, or agreements contained in this Agreement or in any certificate delivered pursuant hereto, regardless of whether discovered prior to or after the Closing and regardless of whether the Closing occurs.

Indenture means that certain indenture dated February 6, 2003 by and among the Partnership, Star Gas Finance Company and Union Bank of California, N.A., as Trustee.

Intellectual Property means patents, trademarks, service marks, trade names, service names, logos, marks, designs, copyrights and similar rights, and all registrations, applications, licenses and rights with respect to any of the foregoing.

IRS means the Internal Revenue Service.

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Jefferies shall mean Jefferies & Company, Inc.

Junior Subordinated Units mean the units representing junior subordinated limited partnership interests in the Partnership and having the rights and obligations specified with respect to the Junior Subordinated Units in the Original Partnership Agreement, together with associated rights to purchase Class A Common Units of the Partnership pursuant to the Rights Agreement.

knowledge of the Partnership Parties means all facts and information that are either (a) within the actual Knowledge of Joseph P. Cavanaugh, Dan Donovan, Richard Ambury, Steve Goldman or Bill Olivier, or (b) that should have been known to such individuals in the exercise of reasonable care in the performance of the duties of their respective offices and (i) in the case of environmental matters, the actual knowledge of Dereck Cygan, (ii) in the case of employment matters, the actual knowledge of Jack Magruder, and in the case of tax matters, the actual knowledge of Jim Ferrara.

Lock-up Agreement means that certain letter agreement of even date herewith by and among the Consenting Noteholders, the Partnership and Star Gas Finance Company to effect the Senior Notes Exchange Offer.

New General Partner Units mean the units representing the general partnership interest in the Partnership and having the rights and obligations specified with respect to the New General Partner Units in the New Partnership Agreement.

NYSE means the New York Stock Exchange.

Organization State means, as applied to (i) any corporation, its state or other jurisdiction of incorporation, (ii) any limited liability company or limited partnership, the state or other jurisdiction under whose laws it is formed, organized and existing in that legal form, and (iii) any other entity, the state or other jurisdiction whose laws govern that entity s internal affairs.

Materials of Environmental Concern means, to the extent regulated under any Environmental Laws, any petroleum or fraction thereof, petroleum product, petroleum by-product, fuel oil, waste oil, explosive, reactive material, ignitable material, corrosive material, hazardous chemical, hazardous waste, hazardous substance, extremely hazardous substance, toxic substance, toxic chemical, radioactive material, medical waste, biomedical waste, infectious material, pollutant, toxic pollutant, herbicide, fungicide, rodenticide, insecticide, contaminant or pesticide and including, but not limited to, any other element, compound, mixture, solution or substance which poses a present or potential hazard to human health or the Environment.

Partnership Assets means all assets and properties of every kind, character and description, whether tangible, intangible, real, personal or mixed, which are owned, used or held for use by the Partnership Entities as of the date hereof.

Partnership Business means all business activities of the Partnership Entities as conducted on the date hereof.

Partnership Facilities means the facilities of the Partnership Entities located on any real property currently or formerly owned and/or operated and/or leased by the Partnership Entities or any Predecessor, and all improvements thereon.

Partnership Parties mean the Partnership and the Partnership GP.

Person or person means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, enterprise, unincorporated organization, or Governmental Authority.

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Permitted Encumbrances with respect to a party, means (a) the Encumbrances set forth in the Schedules to this Agreement, and specifically identified as such, (b) the Encumbrances permitted to be incurred under the Credit Facility as in effect on the date hereof (c) liens for Taxes not yet due and payable or the validity of which is being contested in good faith by appropriate legal proceedings and for which adequate reserves have been set aside, (d) statutory liens (including materialmen s, mechanic s, repairmen s, landlord s and other similar liens) arising in connection with the ordinary course of business securing payments not yet due and payable or, if due and payable, the validity of which is being contested in good faith by appropriate legal proceedings and for which adequate reserves have been set aside, (e) liens of landlords under lease agreements with respect to property located on the leased premises, and (f) such imperfections or irregularities of title, if any, as (i) are not substantial in character, amount or extent and do not materially detract from the value of the property subject thereto, (ii) do not materially interfere with either the present or intended use of such property and (iii) do not, individually or in the aggregate, materially interfere with the conduct of the business of such party.

Predecessor means any Person which was merged into any of the Partnership Entities or which transferred all or substantially all of its assets to any of the Partnership Entities.

Proceeding means any action, suit or proceeding, whether civil, criminal, administrative, arbitrative 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.

Release means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, escaping, leaching, disposing, seeping, infiltrating, draining or dumping, or as otherwise defined under Environmental Laws. As applicable, this term shall be interpreted to include the present, past and future tense, as appropriate.

reasonable efforts or reasonable best efforts means a party s best efforts in accordance with reasonable commercial practice and without the incurrence of unreasonable expense.

Rights means the rights to subscribe to purchase Common Units issued by the Partnership pursuant to the Rights Offering.

Rights Agreement means that certain Unit Purchase Rights Agreement dated as of April 17, 2001 by and between the Partnership and American Stock Transfer and Trust Company.

Rights Agreement Amendment means that certain amendment to the Rights Agreement executed concurrently herewith in order that the Rights shall not be exercisable as a result of the Transaction contemplated hereby.

Securities Act means the Securities Act of 1933, as amended.

Senior Lender means J.P. Morgan Chase Bank, N.A.

Senior Notes means the 10.25% Senior Notes due 2013.

Senior Subordinated Units mean the units representing Senior Subordinated limited partnership interests in the Partnership and having the rights and obligations specified with respect to the Senior Subordinated Units in the Original Partnership Agreement, together with associated rights to purchase Class A Common Units of the Partnership pursuant to the Rights Agreement.

Subsidiary means with respect to any Person, each entity as to which such Person (either alone or through or together with any other Subsidiary) (i) owns beneficially or of record or has the power to vote or control, 50% or more of the voting securities of such entity or of any class of equity interests of such entity the holders of

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which are ordinarily entitled to vote for the election of the members of the board of directors or other persons performing similar functions, (ii) in the case of a partnership, serves as a general partner, (iii) in the case of a limited liability company, serves as a managing member or owns a majority of the equity interests or (iv) otherwise has the ability to elect a majority of the directors, trustees or managing members thereof.

Taxes means all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees income withholding and Social Security taxes imposed by the United States or any foreign country or by any state, municipality, subdivision or instrumentality of the United States or of any foreign country or by any other tax authority, including all applicable penalties and interest, and includes any interest, penalties or additions to tax attributable to such taxes.

Tax Return means any return or report, including any related or supporting information, with respect to Taxes.

UBTI means unrelated business taxable income within the meaning of Section 512 of the Code.

Unsubscribed Units shall mean the number of Common Units for which the holders of rights shall not have subscribed during the Exercise Period.

11.2 Certain Additional Defined Terms. In addition to such terms as are defined in the opening paragraph of and the recitals to this Agreement and in Section 11.1, the following terms are used in this Agreement as defined in the Sections set forth opposite such terms:

Defined Term	Section Reference
Acquisition Agreement	5.11(d)
CERCLA	11.1
Closing	ARTICLE 2
Closing Date	ARTICLE 2
Confidentiality Agreement	10.2
Covered Parties	5.17
Debt Amendment Documents	5.7
Debt Amendments	1.3(a)
D&O Insurance	5.17
Exclusivity Period	5.11
Financial Statements	3.9(a)
Governmental Approval	3.6
Kestrel	Preamble
Kestrel Entities	Preamble
Kestrel Heat	Preamble
Indemnified Parties	9.2(a)
Interim Period	5.1
M2	Preamble
Material Contracts	3.27
Multiemployer Plan	3.23(c)
New Partnership Agreement	1.1

Original Partnership Agreement	3.2(a)
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IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

THE PARTNERSHIP/PARTNERSHIP GP:

STAR GAS PARTNERS, L.P.

Address:
2187 Atlantic Street
Stamford, CT 06902

Attention: Joe Cavanaugh

Fax: (203) 328-7393

By: STAR GAS LLC, its general partner

By:
Name:
Title:

with a copy to:

Phillips Nizer LLP
666 Fifth Avenue
28th Floor
New York, NY 10103
Attention: Alan Shapiro, Esq.
Fax: (212) 262-5152

STAR GAS LLC

By:
Name:
Title:

KESTREL/BUYERS:

KESTREL ENERGY PARTNERS, LLC

Address:

2 Count Rumford Lane

Huntington, NY 11743
Attention: Paul A. Vermylen, Jr.
Fax: (631) 614-4238

By:
Paul A. Vermylen, Jr., President

KESTREL HEAT, LLC

with a copy to:
Thompson & Knight LLP
Suite 3300
Dallas, Texas 75201
Attention: Jeffrey A. Zlotky, Esq.

Fax: (214) 969-1751

By:
Paul A. Vermylen, Jr., President

KM2, LLC

By:
Paul A. Vermylen, Jr., President

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EXHIBIT A

(New Partnership Agreement)

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EXHIBIT B

(Credit Facility Amendments)

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EXHIBIT 6.1(c)

(Opinion of Counsel to Buyers)

Matters to be Covered in Opinion of Counsel to Buyers

due organization and valid existence of Kestrel Entities under the laws of the Organization State, and corporate/limited liability power to consummate the purchase of the Units pursuant to the Agreement due authorization, execution and delivery of agreements agreements are legal, valid and binding upon Buyers

agreements and transaction will not conflict with or violate partnership agreement or applicable law or breach, violate or cause default under material contracts, judgments, orders etc., or result in creation of material lien upon properties

any required consents, approvals, filings etc. required under applicable law have been obtained

confirmation of no material adverse litigation and proceedings

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EXHIBIT 7.1(c)

(Opinion of Counsel to the Partnership)

Matters to be Covered in Opinion of Counsel to the Partnership

due incorporation, valid existence and good standing of the Partnership and significant subsidiaries under the laws of the Organization State, and partnership/limited liability company/corporate power to own, lease and operate properties and to carry on business as presently conducted confirmation of outstanding Capital Stock of the Partnership Entities issuance of Units duly authorized, and Units are validly issued, fully paid and nonassessable issuance of the Units is not subject to any preemptive right under Applicable Law or the governing instruments of the Partnership due authorization, execution and delivery of agreements agreements are legal, valid and binding upon the Partnership and Partnership GP

agreements and transaction will not conflict with or violate governing instruments or Applicable Law or breach, violate or cause default under material contracts, judgments, orders etc., or result in creation of material lien upon properties

any required consents, approvals (including approvals by limited partners of the Partnership), filings etc. required under Applicable Law have been obtained

confirmation of no material adverse litigation and proceedings

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Annex B-1

SECOND

AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

STAR GAS PARTNERS, L.P.

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SECOND AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP OF

STAR GAS PARTNERS, L.P.

THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF STAR GAS PARTNERS, L.P. (Second Amended and Restated Agreement) dated as of , 2006 (Effective Date), is entered into by and among STAR GAS LLC, a Delaware limited liability company (the Withdrawing General Partner), KESTREL HEAT LLC, a Delaware limited liability company (sometimes referred to herein as, the Successor General Partner or the General Partner), and those Persons who are or become Partners in the Partnership or parties hereto as provided herein In consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby agree as follows:

RECITALS:

WHEREAS, Star Gas Corporation, a Delaware corporation and the initial general partner of the Partnership (the Initial General Partner), and certain other parties organized the Partnership as a Delaware limited partnership pursuant to an Agreement of Limited Partnership dated as of December 20, 1995 (the Original Agreement);

WHEREAS, the Withdrawing General Partner and certain other parties entered into an Amended and Restated Agreement of Limited Partnership, dated as of March 26, 1999 (the First Amended and Restated Agreement);

WHEREAS, the First Amended and Restated Agreement was previously amended by Amendment No. 1, dated as of April 17, 2001, Amendment No. 2 dated as of July 25, 2003 and Amendment No. 3 dated as of November 29, 2004;

WHEREAS, the Partnership has entered into that certain unit purchase agreement dated as of December 5, 2005 by and among the Partnership, Star Gas LLC, Kestrel Energy Partners, LLC, Kestrel Heat LLC (Kestrel Heat) and KM2, LLC (M2) (the Transaction Agreement), providing for, among other things, (i) the purchase and sale of newly issued Common Units and General Partner Units, (ii) the withdrawal of the Withdrawing General Partner and the admission of the Successor General Partner as the general partner of the Partnership and (iii) the execution of this Second Amended and Restated Agreement;

WHEREAS, in order to effect the transactions contemplated by the Transaction Agreement, it is necessary to amend this Agreement as provided herein;

WHEREAS, the Transaction Agreement and the transactions contemplated thereby have been (i) approved by the Board of Directors of the Withdrawing General Partner, and (ii) submitted to, and approved by the requisite vote of, the Limited Partners; and

WHEREAS, the General Partner has the authority to adopt certain amendments to this Agreement without the approval of any Limited Partner or Assignee to reflect, among other things: (i) subject to the terms of Section 4.4, any change that is necessary or desirable in connection with the authorization for issuance of any class or series of Partnership Securities pursuant to Section 4.4 and (ii) a change that, in the sole discretion of the General Partner, does not adversely affect the Limited Partners in any material respect.

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NOW, THEREFORE, the First Amended and Restated Agreement is hereby amended and, as so amended, is restated in its entirety as follows:

ARTICLE I

ORGANIZATIONAL MATTERS

Section 1.1 *Formation and Continuation*.

The Initial General Partner and the Organizational Limited Partner previously formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. The General Partner and the Limited Partners hereby amend and restate this Agreement in its entirety to continue the Partnership as a limited partnership pursuant to the provisions of the Delaware Act and to set forth the rights and obligations of the Partners and certain matters related thereto. This amendment and restatement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes.

Section 1.2 *Name*.

The name of the Partnership is Star Gas Partners, L.P. The Partnership s business may be conducted under any other name or names deemed necessary or appropriate by the General Partner, including the name of the General Partner. The words Limited Partnership, L.P., Ltd. or similar words or letters shall be included in the Partnership s name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner in its sole discretion may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 1.3 *Registered Office; Principal Office*.

Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 615 South DuPont Highway, Dover, DE 19901, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Prentice-Hall Corporation System, Inc. The principal office of the Partnership shall be located at, and the address of the General Partner shall be, 2187 Atlantic Street, Stamford, CT 06902, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner deems necessary or appropriate.

Section 1.4 *Power of Attorney*.

(a) Each Limited Partner and each Assignee hereby constitutes and appoints each of the General Partner and, if a Liquidator shall have been selected pursuant to Section 14.3, the Liquidator, severally (and any successor to either thereof by merger, transfer, assignment, election or otherwise) and each of their authorized officers and attorneys-in-fact, with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) all certificates, documents and other instruments (including this Agreement and the Certificate of Limited Partnership and all amendments or restatements thereof) that the General Partner or the Liquidator deems necessary or appropriate to form, qualify or continue the existence or qualification of the Partnership as a limited partnership (or a partnership in which the limited partners have limited

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liability) in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property; (B) all certificates, documents and other instruments that the General Partner or the Liquidator deems necessary or appropriate to reflect, in accordance with its terms, any amendment, change, modification or restatement of this Agreement; (C) all certificates, documents and other instruments (including conveyances and a certificate of cancellation) that the General Partner or the Liquidator deems necessary or appropriate to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement; (D) all certificates, documents and other instruments relating to the admission, withdrawal, removal or substitution of any Partner pursuant to, or other events described in, Article XI, XII, XIII or XIV; (E) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of any class or series of Partnership Securities issued pursuant to Section 4.4; and (F) all certificates, documents and other instruments (including agreements and a certificate of merger) relating to a merger or consolidation of the Partnership pursuant to Article XVI; and

(ii) execute, swear to, acknowledge, deliver, file and record all ballots, consents, approvals, waivers, certificates, documents and other instruments necessary or appropriate, in the sole discretion of the General Partner or the Liquidator, to make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by the Partners hereunder or is consistent with the terms of this Agreement or is necessary or appropriate, in the sole discretion of the General Partner or the Liquidator, to effectuate the terms or intent of this Agreement; provided, that when required by Section 15.3 or any other provision of this Agreement that establishes a percentage of the Limited Partners or of the Limited Partners of any class or series required to take any action, the General Partner or the Liquidator may exercise the power of attorney made in this Section 1.4(a)(ii) only after the necessary vote, consent or approval of the Limited Partners or of the Limited Partners of such class or series, as applicable.

Nothing contained in this Section 1.4(a) shall be construed as authorizing the General Partner to amend this Agreement except in accordance with Article XV or as may be otherwise expressly provided for in this Agreement.

(b) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of any Limited Partner or Assignee and the transfer of all or any portion of such Limited Partner s or Assignee s Partnership Interest and shall extend to such Limited Partner s or Assignee s heirs, successors, assigns and personal representatives. Each such Limited Partner or Assignee hereby agrees to be bound by any representation made by the General Partner or the Liquidator acting in good faith pursuant to such power of attorney; and each such Limited Partner or Assignee hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner or the Liquidator taken in good faith under such power of attorney. Each Limited Partner or Assignee shall execute and deliver to the General Partner or the Liquidator, within 15 days after receipt of the General Partner s or the Liquidator s request therefor, such further designation, powers of attorney and other instruments as the General Partner or the Liquidator deems necessary to effectuate this Agreement and the purposes of the Partnership.

Section 1.5 *Term.*

The Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue in existence until the close of Partnership business on December 31, 2085, or until the earlier dissolution of the Partnership in accordance with the provisions of Article XIV.

Section 1.6 *Possible Restrictions on Transfer.*

The General Partner may impose restrictions on the transfer of Partnership Interests if a subsequent Opinion of Counsel determines that such restrictions are necessary to avoid a significant risk of the Partnership s

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becoming taxable as a corporation or otherwise as an entity for federal income tax purposes. The restrictions may be imposed by making such amendments to this Agreement as the General Partner in its sole discretion may determine to be necessary or appropriate to impose such restrictions*; provided, however*, that any amendment that the General Partner believes, in the exercise of its reasonable discretion, could result in the delisting or suspension of trading of any class of Units on any National Securities Exchange on which such class of Units is then traded must be approved by the holders of at least a majority of the Outstanding Units of such class.

ARTICLE II

DEFINITIONS

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

Acquisition means any transaction in which any Group Member acquires (through an asset acquisition, merger, stock acquisition or other form of investment) control over all or a portion of the assets, properties or business of another Person for the purpose of increasing the operating capacity of the Partnership Group from the operating capacity of the Partnership Group existing immediately prior to such transaction.

Additional Book Basis means the portion of any remaining Carrying Value of an Adjusted Property that is attributable to positive adjustments made to such Carrying Value as a result of Book-Up Events. For purposes of determining the extent to which Carrying Value constitutes Additional Book Basis:

(i) Any negative adjustment made to the Carrying Value of an Adjusted Property as a result of either a Book-Down Event or a Book-Up Event shall first be deemed to offset or decrease that portion of the Carrying Value of such Adjusted Property that is attributable to any prior positive adjustments made thereto pursuant to a Book-Up Event or Book-Down Event.

(ii) If Carrying Value that constitutes Additional Book Basis is reduced as a result of a Book-Down Event and the Carrying Value of other property is increased as a result of such Book-Down Event, an allocable portion of any such increase in Carrying Value shall be treated as Additional Book Basis; provided that the amount treated as Additional Book Basis pursuant hereto as a result of such Book-Down Event shall not exceed the amount by which the Aggregate Remaining Net Positive Adjustments after such Book-Down Event exceeds the remaining Additional Book Basis attributable to all of the Partnership s Adjusted Property after such Book-Down Event (determined without regard to the application of this clause (ii) to such Book-Down Event).

Additional Book Basis Derivative Items means any Book Basis Derivative Items that are computed with reference to Additional Book Basis. To the extent that the Additional Book Basis attributable to all of the Partnership s Adjusted Property as of the beginning of any taxable period exceeds the Aggregate Remaining Net Positive Adjustments as of the beginning of such period (the Excess Additional Book Basis), the Additional Book Basis Derivative Items for such period shall be reduced by the amount that bears the same ratio to the amount of Additional Book Basis Derivative Items determined without regard to this sentence as the Excess Additional Book Basis bears to the Additional Book Basis as of the beginning of such period.

Additional Limited Partner means a Person admitted to the Partnership as a Limited Partner pursuant to Section 12.4 and who is shown as such on the books and records of the Partnership.

Adjusted Capital Account means the Capital Account maintained for each Partner as of the end of each fiscal year of the Partnership, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-l(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount or all losses and deductions that, as of the end of such fiscal year, are reasonably expected to be allocated to such Partner in subsequent years under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-l(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such fiscal year, are

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reasonably expected to be made to such Partner in subsequent years in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner s Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 5.1(d)(i) or 5.1(d)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-l(b)(2)(ii)(d) and shall be interpreted consistently therewith. The Adjusted Capital Account in respect of Common Unit, General Partner Unit or any other specified interest in the Partnership shall be the amount which such Adjusted Capital Account would be if such Common Unit, a General Partner Unit or other interest in the Partnership were the only interest in the Partnership held by a Partner.

Adjusted Property means any property the Carrying Value of which has been adjusted pursuant to Section 4.8(d)(i) or 4.8(d)(ii).

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

Aggregate Remaining Net Positive Adjustments means as of the end of any taxable period, the sum of the Remaining Net Positive Adjustments of all the Partners.

Agreed Allocation means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 5.1, including, without limitation, a Curative Allocation (if appropriate to the context in which the term Agreed Allocation is used).

Agreed Value of any Contributed Property means the fair market value of such property or other consideration at the time of contribution as determined by the General Partner using such reasonable method of valuation as it may adopt. The General Partner shall, in its sole discretion, use such method as it deems reasonable and appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

Agreement means this Second Amended and Restated Agreement of Limited Partnership of Star Gas Partners, L.P., as it may be amended, supplemented or restated from time to time.

Assignee means a Non-citizen Assignee or a Person to whom one or more Units representing a Limited Partner Interest have been transferred in a manner permitted under this Agreement and who has executed and delivered a Transfer Application as required by this Agreement, but who has not become a Substituted Limited Partner.

Associate means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest; (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such Person, or any relative of such spouse, with the same residence as such Person.

Available Cash, as to any Quarter ending before the Liquidation Date, means

(a) the sum of (i) all cash and cash equivalents of the Partnership Group on hand at the end of such Quarter and (ii) all additional cash and cash equivalents of the Partnership Group on hand on the date of determination of Available Cash with respect to such Quarter resulting from Working Capital Borrowings subsequent to the end of such Quarter, less

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(b) the amount of cash reserves that is necessary or appropriate in the reasonable discretion of the General Partner to (i) provide for the proper conduct of the business of the Partnership Group (including reserves for future capital expenditures) subsequent to such Quarter, (ii) provide funds for distributions under Sections 5.4 or 5.5 in respect of any one or more of the next four Quarters, or (iii) comply with applicable law or any debt instrument or other agreement or obligation to which any member of the Partnership Group is a party or its assets are subject; *provided, however*, that the General Partner may not establish cash reserves for distributions pursuant to Section 5.4 unless the General Partner has determined that in its judgment the establishment of reserves will not prevent the Partnership from distributing the Minimum Quarterly Distribution on all Common Units and any Common Unit Arrearages thereon with respect to the next four Quarters.

Notwithstanding the foregoing, Available Cash with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

Book Basis Derivative Items means any item of income, deduction, gain, or loss included in the determination of Net Income, Net Loss, Net Termination Gain or Net Termination Loss that is computed with reference to the Carrying Value of an Adjusted Property (e.g., depreciation, depletion, or gain or loss with respect to an Adjusted Property).

Book-Down Event means an event which triggers a negative adjustment to the Capital Accounts of the Partners pursuant to Section 4.8(d).

Book-Tax Disparity means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Partner s share of the Partnership s Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner s Capital Account balance as maintained pursuant to Section 4.8 and the hypothetical balance of such Partner s Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles.

Book-Up Event means an event which triggers a positive adjustment to the Capital Accounts of the Partners pursuant to Section 4.8(d).

Business Day means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or the states of New York or Connecticut shall not be regarded as a Business Day.

Capital Account means the capital account maintained for a Partner pursuant to Section 4.8. The Capital Account in respect of a Common Unit, a General Partner Unit or any other specified interest in the Partnership shall be the amount which such Capital Account would be if such Common Unit, General Partner Unit or other interest in the Partnership were the only interest in the Partnership held by a Partner.

Capital Contribution means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes or has contributed to the Partnership.

Capital Improvements means (a) additions or improvements to the capital assets owned by any Group Member or (b) the acquisition of existing or the construction of new capital assets (including retail distribution outlets, petroleum product tanks, propane tanks, pipeline systems, storage

facilities and related assets), made to increase the operating capacity of the Partnership Group from the operating capacity of the Partnership Group existing immediately prior to such addition, improvement, acquisition or construction.

Capital Surplus has the following meaning: all Available Cash distributed by the Partnership from any source will be treated as distributed from Operating Surplus until the sum of all Available Cash distributed since

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the commencement of the Partnership equals the Operating Surplus as of the end of the Quarter prior to such distribution. Any excess Available Cash will be deemed to be Capital Surplus.

Carrying Value means (a) with respect to a Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners and Assignees Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Partnership property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Sections 4.8(d)(i) and 4.8(d)(ii) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

Cause means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner liable for actual fraud, gross negligence or willful or wanton misconduct in its capacity as general partner of the Partnership.

Certificate means a certificate, (a) substantially in the form of Exhibit A hereto with respect to Common Units (b) issued in global form in accordance with the rules and regulations of the Depositary, or (c) in such other form as may be adopted by the General Partner in its sole discretion, issued by the Partnership evidencing ownership of one or more Common Units, or a certificate in such form as may be adopted by the General Partner in its sole discretion, issued by the Partnership evidencing ownership of one or more other Units.

Certificate of Limited Partnership means the Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 6.2, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

Citizenship Certification means a properly completed certificate in such form as may be specified by the General Partner by which an Assignee or a Limited Partner certifies that he (and if he is a nominee holding for the account of another Person, that to the best of his knowledge such other Person) is an Eligible Citizen.

Claim has the meaning assigned to such term in Section 6.13(c).

Closing Price for any day means the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the closing bid and asked prices on such day, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal National Securities Exchange (other than the Nasdaq Stock Market) on which the Units of such class are listed or admitted to trading or, if the Units of such class are not listed or admitted to trading on any National Securities Exchange (other than the Nasdaq Stock Market), the last quoted price on such day or, if not so quoted, the average of the high bid and low asked prices on such day in the over-the-counter market, as reported by the Nasdaq Stock Market or such other system then in use, or, if on any such day the Units of such class are not quoted by any such organization, the average of the closing bid and asked prices on such day as furnished by a professional market maker making a market in the Units of such class selected by the Board of Directors of the General Partner, or if on any such day no market maker is making a market in the Units of such class, the fair value of such Units on such day as determined reasonably and in good faith by the Board of Directors of the General Partner.

Code means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

Combined Interest has the meaning assigned to such term in Section 13.3(a).

Commission means the Securities and Exchange Commission.

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Common Unit means a Unit representing a fractional part of the Partnership Interests of all Limited Partners and Assignees and having the rights and obligations specified with respect to Common Units in this Agreement.

Common Unit Arrearage means, with respect to any Common Unit, whenever issued, and as to any Quarter beginning after September 30, 2008, the excess, if any, of (a) the Minimum Quarterly Distribution then in effect with respect to such Common Unit over (b) the sum of all Available Cash distributed with respect to such Common Unit in respect of such Quarter pursuant to Section 5.4(i).

Conflicts Committee means a committee of the Board of Directors of the General Partner composed entirely of two or more directors who are not (a) security holders, officers or employees of the General Partner, (b) officers, directors or employees of any Affiliate of the General Partner or (c) holders of any ownership interest in the Partnership Group other than Common Units and who also meet the independence standards required of directors who serve on an audit committee of a board of directors established by the Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which the Common Units are listed or admitted to trading.

Contributed Property means each property or other asset, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 4.8(d), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

Cumulative Common Unit Arrearage means, with respect to any Common Unit, whenever issued, and as of the end of any Quarter, the excess, if any, of (a) the sum resulting from adding together the Common Unit Arrearage as to a Common Unit for each of the Quarters beginning after September 30, 2008 and ending on or before the last day of such Quarter over (b) the sum of any distributions theretofore made pursuant to Section 5.4(ii) with respect to such Common Unit (including any distributions to be made in respect of the last of such Quarters).

Curative Allocation means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 5.1(d)(xi).

Current Market Price as of any date of any class of Units listed or admitted to trading on any National Securities Exchange means the average of the daily Closing Prices per Unit of such class for the 20 consecutive Trading Days immediately prior to such date.

Delaware Act means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. § 17-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

Departing Partner means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Section 13.1 or 13.2, including the Initial General Partner from and after the Initial Closing Date and the Withdrawing General Partner from and after the Effective Date.

Depositary means with respect to any Units issued in book-entry form, The Depository Trust Company and its successors and permitted assigns.

Distribution Levels has the meaning assigned to such term in Section 5.8(a).

Distribution Ratio has the meaning assigned to such term in Section 5.8(b).

Economic Risk of Loss has the meaning set forth in Treasury Regulation Section 1.752-2(a).

Effective Date has the meaning assigned to such term in the introductory paragraph.

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Eligible Citizen means a Person qualified to own interests in real property in jurisdictions in which any Group Member does business or proposes to do business from time to time, and whose status as a Limited Partner or Assignee does not or would not subject such Group Member to a significant risk of cancellation or forfeiture of any of its properties or any interest therein.

Event of Withdrawal has the meaning assigned to such term in Section 13.1(a).

Exchange Act means the Securities Exchange act of 1934, as amended, supplemented or restated from time to time and any successor to such statute.

First Liquidation Target Amount has the meaning assigned to such term in Section 5.1 (c)(i)(D).

First Target Distribution means $.1125 per Unit, subject to adjustment in accordance with Sections 5.6 and 5.7.

General Partner means Kestrel Heat LLC, a Delaware limited liability company, and its successor as general partner of the Partnership.

General Partner Interest means the ownership interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it) which is evidenced by General Partner Units and includes any and all benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement.

General Partner Unit means a Unit representing a fractional part of the General Partner Interest and having the rights and obligations specified with respect to the General Partner Interest.

Group means a Person that with or through any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more persons) or disposing of any Partnership Securities with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

Group Member means a member of the Partnership Group.

Holder has the meaning assigned to such term in Section 6.13(a).

includes means includes, without limitation, and including means including, without limitation.

Indemnified Persons has the meaning assigned to such term in Section 6.13(c).

Indemnitee means (a) the General Partner, any Departing Partner, any Person who is or was an Affiliate of the General Partner or any Departing Partner, (b) any Person who is or was an officer, director, partner, agent or trustee of the General Partner or any Departing Partner or any such Affiliate, (c) any Person the General Partner designates as an Indemnitee for purposes of this Agreement or (d) any Person who is or was serving at the request of the General Partner or any Departing Partner or any such Affiliate as a director, officer, employee, partner, agent, fiduciary or trustee of another Person; provided, that a Person shall not be an Indemnitee pursuant to this clause (d) by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services.

Initial Closing Date means December 20, 1995.

Initial Common Units means the Common Units sold in the Initial Offering.

Initial General Partner means Star Gas Corporation, a Delaware corporation.

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Initial Limited Partners means Star Gas, Silgas, Inc. and Silgas of Illinois, Inc. and the Initial Underwriters, in each case admitted to the Partnership in accordance with Section 12.1.

Initial Offering means the initial offering and sale of Common Units to the public on December 20, 1995, as described in the Initial Registration Statement.

Initial Overallotment Closing Date means January 18, 1996.

Initial Registration Statement means the Registration Statement on Form S-1 (Registration No. 33-98490), as amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Initial Common Units in the Initial Offering.

Initial Underwriters means each person named as an underwriter in the Initial Offering.

Initial Unit Price means (a) with respect to each Common Unit and General Partner Unit, $2.00 or (b) with respect to any other class or series of Units, the price per Unit at which such class or series of Units is initially sold by the Partnership, as determined by the General Partner, in each case adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of Units.

Interim Capital Transactions means the following transactions if they occur prior to the Liquidation Date: (a) borrowings refinancings or refundings of indebtedness and sales of debt securities (other than Working Capital Borrowings and other than for items purchased on open account in the ordinary course of business) by any Group Member; (b) sales of equity interests by any Group Member; and (c) sales or other voluntary or involuntary dispositions of any assets of any Group Member other than (x) sales or other dispositions of inventory in the ordinary course of business, (y) sales or other dispositions of other current assets, including receivables and accounts in the ordinary course of business, and (z) sales or other dispositions of assets as part of normal retirements or replacements.

Junior Subordinated Unit means a Junior Subordinated Unit of the Partnership Outstanding immediately prior to the Effective Date.

Kestrel Heat has the meaning assigned to such term in the Recitals to this Agreement.

Limited Partner means, unless the context otherwise requires, (a) the Organizational Limited Partner, each Initial Limited Partner, each Substituted Limited Partner, each Additional Limited Partner and any Departing Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 13.3; and (b) solely for purposes of Articles IV, V, VI and IX and Sections 14.3 and 14.4, each Assignee.

Limited Partner Interest means the ownership interest of a Limited Partner in the Partnership which is evidenced by Common Units or other Partnership Securities and includes any and all benefits to which a Limited Partner is entitled as provided in this Agreement, together with all

obligations of a Limited Partner to comply with the terms and provisions of this Agreement.

Liquidation Date means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (b) of the first sentence of Section 14.2, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made, and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

Liquidator means the General Partner or other Person approved pursuant to Section 14.3 who performs the functions described therein.

M2 has the meaning assigned to such term in the Recitals to this Agreement.

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Merger Agreement has the meaning assigned to such term in Section 16.1.

Minimum Quarterly Distribution means, (a) for the period from the Effective Date through the earlier of (i) September 30, 2008 or (ii) the last day of the Quarter preceding the Quarter in which the Partnership makes a distribution of Available Cash, $0.0 per Unit per Quarter, and (b) for each Quarter thereafter, $0.0675 per Unit per Quarter, subject to adjustment in accordance with Sections 5.6 and 5.7.

National Securities Exchange means an exchange registered with the Commission under Section 6(a) of the Exchange Act or the Nasdaq Stock Market or any successor thereto.

Net Agreed Value means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Partner or Assignee by the Partnership, the Partnership s Carrying Value of such property (as adjusted pursuant to Section 4.8(d)(ii)) at the time such property is distributed, reduced by any indebtedness either assumed by such Partner or Assignee upon such distribution or to which such property is subject at the time of distribution, in either case, as determined under Section 752 of the Code.

Net Income means, for any taxable year, the excess, if any, of the Partnership s items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year over the Partnership s items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year. The items included in the calculation of Net Income shall be determined in accordance with Section 4.8(b) and shall not include any items specially allocated under Section 5.1(d); provided that the determination of the items that have been specially allocated under Section 5.1(d) shall be made as if Section 5.1(d)(xii) were not in the Agreement.

Net Loss means, for any taxable year, the excess, if any, of the Partnership s items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year over the Partnership s items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable year. The items included in the calculation of Net Loss shall be determined in accordance with Section 4.8(b) and shall not include any items specially allocated under Section 5.1(d); provided that the determination of the items that have been specially allocated under Section 5.1(d) shall be made as if Section 5.1(d)(xii) were not in the Agreement.

Net Positive Adjustments means, with respect to any Partner, the excess, if any, of the total positive adjustments over the total negative adjustments made to the Capital Account of such Partner pursuant to Book-Up and Book-Down Events.

Net Termination Gain means, for any taxable year, the sum, if positive, of all items of income, gain, loss or deduction recognized by the Partnership after the Liquidation Date. The items included in the determination of Net Termination Gain shall be determined in accordance with Section 4.8(b) and shall not include any items of income, gain or loss specially allocated under Section 5.1(d).

Net Termination Loss means, for any taxable period, the sum, if negative, of all items of income, gain, loss or deduction recognized by the Partnership after the Liquidation Date. The items included in the determination of Net Termination Loss shall be determined in accordance with Section 4.8(b) and shall not include any items of income, gain or loss specially allocated under Section 5.1(d).

Non-citizen Assignee means a Person whom the General Partner has determined in its sole discretion does not constitute an Eligible Citizen and as to whose Partnership Interest the General Partner has become the Substituted Limited Partner, pursuant to Section 11.5.

Non-competition Agreement means that certain non-competition agreement among Irik P. Sevin, the Partnership and a former subsidiary of the Partnership.

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Nonrecourse Built-in Gain means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Sections 5.2(b)(i)(A), 5.2(b)(ii)(A) and 5.2(b)(iii) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

Nonrecourse Deductions means any and all items of loss, deduction or expenditures (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

Nonrecourse Liability has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

Notice of Election to Purchase has the meaning assigned to such term in Section 17.1(b).

Old Subordinated Units means the Subordinated Units issued to the Initial General Partner on the Initial Closing Date.

Operating Expenditures means all Partnership Group expenditures, including taxes, reimbursements of the General Partner, debt service payments, capital expenditures and all non-Pro Rata purchases of Outstanding Units (other than those made with the proceeds of Interim Capital Transactions) subject to the following:

(a) Payments (including prepayments) of principal and premium on a debt shall not be an Operating Expenditure if the payment is (i) required in connection with the sale or other disposition of assets or (ii) made in connection with the refinancing or refunding of indebtedness with the proceeds from new indebtedness or from the sale of equity interests. For purposes of the foregoing, at the election and in the reasonable discretion of the General Partner, any payment of principal or premium shall be deemed to be refunded or refinanced by any indebtedness incurred or to be incurred by the Partnership Group within 180 days before or after such payment to the extent of the principal amount of such indebtedness.

(b) Operating Expenditures shall not include (i) capital expenditures made for Acquisitions or for Capital Improvements, (ii) payment of transaction expenses relating to Interim Capital Transactions, or (iii) distributions to Partners. Where capital expenditures are made in part for Acquisitions or Capital Improvements and in part for other purposes, the General Partner s good faith allocation between the amounts paid for each shall be conclusive.

Operating Partnership means Star Gas Propane, L.P., a Delaware limited partnership, and any successors thereto.

Operating Surplus, as to any period ending before the Liquidation Date, means

(a) the sum of (i) $22,000,000 plus all cash of the Partnership Group on hand on the Effective Date, (ii) all the cash receipts of the Partnership Group for the period beginning on the Effective Date and ending with the last day of such period, other than cash receipts from Interim Capital Transactions (except to the extent specified in Section 5.5) and (iii) all cash receipts of the Partnership Group after the end of such period but on or before the date of determination of Operating Surplus with respect to such period resulting from Working Capital Borrowings, less

(b) the sum of (i) Operating Expenditures for the period beginning on the Effective Date and ending with the last day of such period, and (ii) the amount of cash reserves that is necessary or advisable in the reasonable discretion of the General Partner to provide funds for future Operating Expenditures; *provided, however*, that disbursements made (including contributions to a Group Member or disbursements on behalf of a Group Member) or cash reserves established, increased or reduced after the end of such period but on or before the date of determination of Available Cash with respect to such period shall be deemed to have been made, established, increased or reduced, for purposes of determining Operating Surplus, within such period if the General Partner so determines.

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Notwithstanding the foregoing, Operating Surplus with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

Opinion of Counsel means a written opinion of counsel (who may be regular counsel to the Partnership, the General Partner or any of its Affiliates) acceptable to the General Partner in its reasonable discretion.

Organizational Limited Partner means William G. Powers, Jr., in his capacity as the organizational limited partner of the Partnership.

Original Agreement has the meaning assigned to such term in the Recitals to this Agreement.

Outstanding means, with respect to Partnership Securities, all Partnership Securities that are issued by the Partnership and reflected as outstanding on the Partnership s books and records as of the date of determination.

Partner Nonrecourse Debt has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

Partner Nonrecourse Debt Minimum Gain has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

Partner Nonrecourse Deductions means any and all items of loss, deduction or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

Partners means the General Partner and the Limited Partners.

Partnership means Star Gas Partners, L.P., a Delaware limited partnership, and any successors thereto.

Partnership Group means the Partnership and any Subsidiary of such entity, treated as a single consolidated entity.

Partnership Interest means an interest in the Partnership, which shall include General Partner Interests and Limited Partner Interests.

Partnership Minimum Gain means that amount determined in accordance with the principles of Treasury Regulation Section 1.704-2(d).

Partnership Security means any class or series of Unit, any option, right, warrant or appreciation rights relating thereto, or any other type of equity interest that the Partnership may lawfully issue, or any unsecured or secured debt obligation of the Partnership that is convertible into any class or series of equity interests of the Partnership.

Percentage Interest means as of the date of such determination, (a) as to any Partner or Assignee holding Units, the product of (i) 100% less the percentage applicable to paragraph (b) multiplied by (ii) the quotient of the number of Units held by such Partner or Assignee divided by the total number of all Outstanding Units, and (b) as to the holders of additional Partnership Securities issued by the Partnership in accordance with Section 4.4, the percentage established as a part of such issuance.

Person means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association or other entity.

Pro Rata means (a) when modifying Units or any class thereof, apportioned equally among all designated Units in accordance with their respective Percentage Interests, and (b) when modifying Partners and Assignees or Record Holders, apportioned among all Partners and Assignees or Record Holders in accordance with their respective Percentage Interests.

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Proxy Statement means that certain proxy statement dated sent to Limited Partners in connection with the transactions contemplated by the Transaction Agreement.

Purchase Date means the date determined by the General Partner as the date for purchase of all Outstanding Units of a certain class (other than Units owned by the General Partner and its Affiliates) pursuant to Article XVII.

Quarter means, unless the context requires otherwise, a three-month period of time ending on March 31, June 30, September 30, or December 31.

Recapture Income means any gain recognized by the Partnership (computed without regard to any adjustment required by Sections 734 or 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

Record Date means the date established by the General Partner for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Limited Partners or entitled to vote by ballot or give approval of Partnership action in writing without a meeting or entitled to exercise rights in respect of any lawful action of Limited Partners or (b) the identity of Record Holders entitled to receive any report or distribution.

Record Holder means the Person in whose name a Common Unit is registered on the books of the Transfer Agent as of the opening of business on a particular Business Day, or with respect to any other Partnership Security, the Person in whose name such other Partnership Security is registered on the books of the General Partner as of the opening of business on such Business Day.

Redeemable Units means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 11.6.

Remaining Net Positive Adjustments means as of the end of any taxable period, (i) with respect to the Limited Partners, as a class, the excess of (a) the Net Positive Adjustments of the Limited Partners as of the end of such period over (b) the sum of those Partners Share of Additional Book Basis Derivative Items for each prior taxable period, and (ii) with respect to the General Partner, the excess of (a) the Net Positive Adjustments of the General Partner as of the end of such period over (b) the sum of the General Partner s Share of Additional Book Basis Derivative Items for each prior taxable period.

Required Allocations means any allocation (or limitation imposed on any allocation) of an item of income, gain, deduction or loss pursuant to (a) Section 5.1(b)(v) or (b) Sections 5.1(d)(i), 5.1(d)(ii), 5.l (d)(iv), 5.1(d)(v), 5.1(d)(vi), 5.1(d)(vii) and 5.1(d)(ix), such allocations (or limitations thereon) being directly or indirectly required by the Treasury Regulations promulgated under Section 704(b) of the Code.

Residual Gain or *Residual Loss* means any item of gain or loss, as the case may be, of the Partnership recognized for federal income tax purposes resulting from a sale, exchange or other disposition of a Contributed Property or Adjusted Property, to the extent such item of gain or

loss is not allocated pursuant to Sections 5.2(b)(i)(A) or 5.2(b)(ii)(A), respectively, to eliminate Book-Tax Disparities.

Rights Agreement has the meaning assigned to such term in Article XIX.

Second Amended and Restated Agreement has the meaning assigned to such term in the introductory paragraph.

Second Liquidation Target Amount has the meaning assigned to such term in Section 5.1(c)(i)(F).

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Securities Act means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute.

Senior Subordinated Unit means a Senior Subordinated Units of the Partnership Outstanding immediately prior to the Effective Date.

Share of Additional Book Basis Derivative Items means in connection with any allocation of Additional Book Basis Derivative Items for any taxable peri