

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

**FORM 8-K**

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

**Date of report (Date of earliest event reported) September 26, 2023**

**STAR GROUP, L.P.**  
(Exact name of registrant as specified in its charter)

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

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

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

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

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

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

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units	SGU	New York Stock Exchange
Common Unit Purchase Rights	N/A	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01**      **Entry into a Material Definitive Agreement.**

On September 26, 2023, Petroleum Heat and Power Co., Inc., a Minnesota corporation (“Petro”), which is an indirect subsidiary of Star Group, L.P., a Delaware limited partnership (the “Partnership” or “Star”), signed a first amendment (the “Amendment”) to its Sixth Amended and Restated Credit Agreement with a group of banks (the “Credit Agreement”), which provides temporary relief from certain financial covenants under the Credit Agreement that must be satisfied in order for the Partnership to make distributions and unit repurchases or, if availability under the Credit Agreement drops below a minimum threshold due to, among other things, the Partnership making acquisitions. In particular, the Amendment reduces the minimum fixed charge coverage ratio for distributions and unit repurchases during the period commencing October 31, 2023 and ending February 27, 2024 (the “Relief Period”) to 1:00 to 1:00 (from 1:15 to 1:00). The Amendment also reduces the minimum fixed charge coverage ratio that must be maintained by the Partnership if availability under the under the Credit Agreement drops below 12.5% of the facility size during the Relief Period to 1:00 to 1:00 (from 1:10 to 1:00).

**Item 9.01**      **Exhibits**

[10.10](#)              [First Amendment to Sixth Amended and Restated Credit Agreement dated September 26, 2023.](#)

104                Cover Page Interactive Data File (embedded within the inline XBRL document).

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

STAR GROUP, L.P.

By: Kestrel Heat, LLC (General Partner)

By:                /s/ Richard Ambury  
Name:            Richard Ambury  
Title:             Chief Financial Officer

Date: September 26, 2023

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**FIRST AMENDMENT**

FIRST AMENDMENT, dated as of September 26, 2023 (this "Amendment"), to the SIXTH AMENDED AND RESTATED CREDIT AGREEMENT, dated as of July 6, 2022 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PETROLEUM HEAT AND POWER CO., INC., a Minnesota corporation (the "Borrower"), the other Loan Parties (as defined therein) party thereto, the lenders from time to time parties thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent"), and the other parties named therein.

**RECITALS**

**WHEREAS**, the Borrower, the Lenders, the Administrative Agent, and the other parties named therein are party to the Credit Agreement;

**WHEREAS**, the Borrower has requested that the Lenders amend the Credit Agreement pursuant to Section 8.3 to amend the required Fixed Charge Coverage Ratio for the period from October 31, 2023 through but not including February 28, 2024 as set forth in Section 2; and

**WHEREAS**, the Required Lenders have agreed to such consent on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.
  2. Amendments. Effective as of the Effective Date (as defined below), the Credit Agreement shall be amended to provide that with respect to Sections 6.16(a) and 6.28(a) for the period beginning October 31, 2023 through but not including February 28, 2024, the required Fixed Charge Coverage Ratio shall be 1.00 to 1.00; provided that for the avoidance of doubt such modification to the Fixed Charge Coverage Ratios shall cease to be effective on and after February 28, 2024; provided, further that the foregoing amendment shall not be deemed to modify or affect the obligations of the Borrower to comply with each and every obligation, covenant, duty, or agreement under the Credit Agreement and the other Loan Documents, in each case as amended, restated, supplemented or otherwise modified, from and after the date hereof (after giving effect to this Amendment).
  3. Conditions to Effectiveness of the Amendment. The Amendment shall become effective as of the date (the "Effective Date") when, and only when, each of the following conditions precedent shall have been satisfied:
    - (a) The Administrative Agent shall have received an executed counterpart hereof from the Loan Parties and the Required Lenders;
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(b) On the Effective Date, the representations and warranties set forth in Section 4 below shall be true and correct in all material respects; and

(c) The Administrative Agent (and its counsel) shall have received, to the extent invoiced at least two (2) Business Days prior to the Effective Date, all amounts due and payable pursuant to Section 9.6(a) of the Credit Agreement on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Loan Parties hereunder or under Section 9.6(a) of the Credit Agreement.

4. Representations and Warranties. The Borrower hereby represents and warrants, on and as of the Effective Date, that (i) the representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Effective Date, both immediately before and after giving effect to this Amendment (except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case such representation or warranty shall be true and correct in all material respects as of such date), (ii) this Amendment has been duly authorized, executed and delivered by the Loan Parties and constitutes the legal, valid and binding obligation of each Loan Party enforceable against it in accordance with its terms and (iii) no Default or Event of Default shall have occurred and be continuing on the Effective Date, both immediately before and after giving effect to this Amendment.

5. Acknowledgement and Confirmation of the Loan Parties. Each Loan Party hereby confirms and agrees that, after giving effect to this Amendment, the Credit Agreement and the other Loan Documents to which it is a party remain in full force and effect and enforceable against such Loan Party in accordance with their respective terms and shall not be discharged, diminished, limited or otherwise affected in any respect, and represents and warrants to the Lenders that it has no knowledge of any claims, counterclaims, offsets, or defenses to or with respect to its obligations under the Loan Documents, or if such Loan Party has any such claims, counterclaims, offsets, or defenses to the Loan Documents or any transaction related to the Loan Documents, the same are hereby waived, relinquished, and released in consideration of the execution of this Amendment. This acknowledgement and confirmation by each Loan Party is made and delivered to induce the Administrative Agent and the Lenders to enter into this Amendment, and each Loan Party acknowledges that the Administrative Agent and the Lenders would not enter into this Amendment in the absence of the acknowledgement and confirmation contained herein. This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

6. Amendment. This Amendment does not constitute a waiver of any other provision of the Credit Agreement or the other Loan Documents, or any other right, power or remedy of the Lenders thereunder. This Amendment is limited as specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Loan Documents.

7. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

8. Headings. Headings and captions used in this Amendment are included for convenience of reference only and shall not be given any substantive effect.

9. Governing Law; Submission To Jurisdiction. This Amendment shall be construed in accordance with and governed by the laws of the State of New York.

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10. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT.

11. **Expenses.** The Borrower agrees to pay all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation of this Amendment (whether or not the transactions hereby contemplated shall be consummated) including the reasonable fees and disbursements of counsel to the Administrative Agent.

12. **Counterparts; Integration.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment and/or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. "**Electronic Signatures**" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. This Amendment constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

**[Signature Pages Follow]**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Consent to be duly executed by their duly authorized officers, all as of the day and year first above written.

**BORROWER:**

PETROLEUM HEAT AND POWER CO., INC.

By: /s/ Richard F. Ambury

Name: Richard F. Ambury

Title: Chief Financial Officer

**OTHER LOAN PARTIES:**

A.P. WOODSON COMPANY  
CHAMPION ENERGY LLC  
COLUMBIA PETROLEUM  
TRANSPORTATION, LLC  
GRIFFITH ENERGY SERVICES, INC.  
GRIFFITH-ALLIED TRUCKING, LLC  
HOFFMAN FUEL COMPANY OF BRIDGEPORT  
HOFFMAN FUEL COMPANY OF DANBURY  
MILRO GROUP LLC  
MEENAN HOLDINGS LLC  
MEENAN OIL LLC  
MINNWHALE LLC  
ORTEP OF PENNSYLVANIA, INC.  
PETRO HOLDINGS, INC.  
PETRO PLUMBING CORPORATION  
PETRO, INC.  
REGIONOIL PLUMBING, HEATING AND COOLING CO., INC.  
RICHLAND PARTNERS, LLC  
RYE FUEL COMPANY  
STAR ACQUISITIONS, INC.

By: /s/ Richard F. Ambury

Name: Richard F. Ambury

Title: Chief Financial Officer

STAR GROUP, L.P.

By: KESTREL HEAT, LLC, its General Partner

By: /s/ Richard F. Ambury

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Name: Richard F. Ambury

Title: Chief Financial Officer

MEENAN OIL CO., L.P.

By: MEENAN OIL LLC, its General Partner

By: /s/ Richard F. Ambury

Name: Richard F. Ambury

Title: Chief Financial Officer

CFS LLC

By: Richland Partners, LLC, its Sole Member

By: /s/ Richard F. Ambury

Richard F. Ambury

Chief Financial Officer, Executive Vice President, Treasurer and Secretary

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**JPMORGAN CHASE BANK, N.A.**, as Administrative Agent and as a  
Lender

By: /s/  
Authorized Officer

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BANK OF AMERICA, N.A., as a Lender

By: /s/  
Authorized Officer

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