

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-A/A
(Amendment No. 4)

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934**

STAR GAS PARTNERS, L.P.

(Exact name of Registrant as specified in its charter)

Delaware
(State of incorporation or organization)

2187 Atlantic Street, Stamford, CT
(Address of Principal Executive Offices)

06-1437793
(IRS Employer Identification No.)

06902
(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), please check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective Pursuant to General Instruction A. (d), please check the following box.

Securities Act registration statement file number to which this form relates: N/A
(If applicable)

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

TITLE OF EACH CLASS TO BE SO REGISTERED
Rights To Purchase Common Units

NAME OF EACH EXCHANGE ON WHICH
EACH CLASS IS TO BE REGISTERED
New York Stock Exchange

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

None
(Title of Class)

ITEM. 1. DESCRIPTION OF SECURITIES TO BE REGISTERED.

On April 17, 2001, Star Gas Partners, L.P., a Delaware limited partnership (which we refer to as “we”, “us” or the “Partnership” in this registration statement), adopted a unit purchase rights agreement between us and American Stock Transfer & Trust Company, as rights agent (the “Rights Agreement”). Under the Rights Agreement, we declared a distribution of one right to purchase one Class A common unit for each outstanding common unit, senior subordinated unit, junior subordinated unit and general partner unit of the partnership.

On July 20, 2006, we entered into an Amended and Restated Unit Purchase Rights Agreement (the “Amended Rights Agreement”) in order to reflect the change of our general partner to Kestrel Heat, LLC, the conversion of our subordinated units into Common Units and related changes to our capital structure that were effected in connection with the recapitalization of the Partnership that was completed as of April 28, 2006.

On June 7, 2007, we entered into a First Amendment to the Amended Rights Agreement (the “First Amendment”), which had the effect of amending the definition of “Acquiring Person” to reduce the acquisition threshold to 5% of the outstanding Common Units from 15%.

On May 21, 2009, we entered into a Second Amendment to the Amended Rights Agreement (the “Second Amendment”), which has the effect of amending the definition of “Acquiring Person” to restore the acquisition threshold to 15% of the outstanding Common Units from 5%.

In general, under the amended Rights Agreement, as in effect prior to the First Amendment and following the Second Amendment, rights will separate from the Units and become exercisable on the tenth day (or such later date as may be determined by the General Partner) after a Person or group (a) acquires beneficial ownership of 15% or more of the Common Units or (b) announces a tender or exchange offer, the consummation of which would result in ownership by a Person or group of 15% or more of the Common Units. If a Person or group other than an Exempt Person obtains 15% or more of the Common Units (other than pursuant to a tender offer deemed adequate and in the best interests of the Partnership and its Unitholders by the General Partner (a “Permitted Offer”), then each right (other than rights owned by an Acquiring Person or its Affiliates) will entitle the holder thereof to purchase, for the exercise price, a number of Common Units having a then current market value of twice the exercise price.

ITEM. 2. EXHIBITS.

- Exhibit 4.1 Unit Purchase Rights Agreement, dated April 17, 2001, by and between, Star Gas Partners, L.P. and American Stock Transfer & Trust Company, including the form of Rights Certificate and the Summary of Rights attached thereto as Exhibits A and B, respectively. (Previously filed.)

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- Exhibit 4.2 First Amendment to Unit Purchase Rights Agreement, dated as of December 2, 2005. (Previously filed)
 - Exhibit 4.3 Amended and Restated Unit Purchase Rights Agreement, dated July 20, 2006.
 - Exhibit 4.4 First Amendment to Amended and Restated Unit Purchase Rights Agreement dated as of June 7, 2007.
 - Exhibit 4.5 Second Amendment to Amended and Restated Unit Purchase Rights Agreement dated as of May 21, 2009.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized.

STAR GAS PARTNERS, L.P.

By: Kestrel Heat LLC, as general partner

Date: May 21, 2009

By: /s/ Richard F. Ambury

Name: Richard F. Ambury

Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit 4.5 Second Amendment to Amended and Restated Unit Purchase Rights Agreement, dated May 21, 2009.

**SECOND AMENDMENT TO AMENDED AND RESTATED
UNIT PURCHASE RIGHTS AGREEMENT**

This Second Amendment to the Amended and Restated Unit Purchase Rights Agreement dated as of May 21, 2009 (the "Amendment"), is between Star Gas Partners, L.P., a Delaware limited partnership (the "Partnership"), and American Stock Transfer & Trust Company, as rights agent (the "Rights Agent").

WITNESSETH:

WHEREAS, the Partnership and the Rights Agent are parties to an Amended and Restated Unit Purchase Rights Agreement dated as of July 20, 2006 (the "Agreement");

WHEREAS, the Agreement previously was amended pursuant to a First Amendment (the "First Amendment") to the Amended and Restated Unit Rights Agreement dated as of June 7, 2007;

WHEREAS, pursuant to Section 27 of the Agreement, the Partnership desires and directs the Rights Agent to amend the Agreement in the manner set forth below;

WHEREAS, in accordance with Section 27 of the Agreement, the Partnership has delivered a certificate from an appropriate officer of the Partnership stating that this Amendment is in compliance with the terms of Section 27 of the Agreement; and

WHEREAS, it is intended by this Amendment that the terms and provisions of the Agreement in effect immediately prior to the First Amendment shall again be in effect upon the termination of the First Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

Section 1. *Defined Terms.* Except as amended hereby, terms defined in the Rights Agreement shall have the same meanings when used in this Amendment.

Section 2. *Amendments.* Effective as of the date hereof, the First Amendment is hereby terminated and shall have no further force and effect.

Section 3. *Severability.* If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 4. *Governing Law.* This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts made and to be performed entirely within such State.

Section 5. *Counterparts.* This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 6. *Effect of Amendment.* Except as expressly modified herein, the Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

STAR GAS PARTNERS, L.P.

By: Kestrel Heat, LLC, its general partner

By: /s/ Richard F. Ambury

Name: Richard F. Ambury

Title: Chief Financial Officer

AMERICAN STOCK TRANSFER & TRUST COMPANY, as
Rights Agent

By: AMERICAN STOCK TRANSFER & TRUST
COMPANY

Name: _____

Title: _____