

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C.  
**FORM 6-K**

REPORT OF FOREIGN PRIVATE ISSUER  
Pursuant to Rule 13a-16 or 15d-16 under  
the Securities Exchange Act of 1934

For the month of May, 2012

COMMISSION FILE NUMBER: 001-33373

**CAPITAL PRODUCT PARTNERS L.P.**

(Translation of registrant's name into English)

3 Iassonos Street  
Piraeus, 18537 Greece  
(Address of principal executive offices)

Indicate by check mark whether the Registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F

Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934. Yes  No

(If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-\_\_\_\_\_.)

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## **Item 1 – Information Contained in this Form 6-K Report**

As previously reported in a press release filed on Form 6-K on May 14, 2012, Capital Product Partners L.P. (the “Partnership”) intended to use net proceeds from an issuance of its Class B Convertible Preferred Units, together with part of its cash balances, to repay debt of \$149.6 million across the Partnership’s three credit facilities. On May 21, 2012, the Partnership entered into amendments to each of its three credit facilities in connection with such prepayment.

The foregoing description of the amendments to the Partnership’s credit facilities does not purport to be complete and is qualified in its entirety by the terms and conditions of the Ninth Supplemental Agreement to Revolving \$370.0 Million Credit Facility, the Third Supplemental Agreement to Revolving \$350.0 Million Credit Facility, and the Supplemental Letter to \$25.0 Million Loan Agreement with Emporiki Bank Of Greece S.A., which are filed as exhibits to this report and incorporated herein by reference.

Attached as Exhibit I is the Ninth Supplemental Agreement to Revolving \$370.0 Million Credit Facility dated May 21, 2012.

Attached as Exhibit II is the Third Supplemental Agreement to Revolving \$350.0 Million Credit Facility dated May 21, 2012.

Attached as Exhibit III is the Supplemental Letter to \$25.0 Million Loan Agreement with Emporiki Bank Of Greece S.A. dated May 21, 2012.

This report on Form 6-K is hereby incorporated by reference into the registrant’s registration statement, registration number 333-177491, dated October 24, 2011.

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**SIGNATURES**

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, thereunto duly authorized.

CAPITAL PRODUCT PARTNERS L.P.

Dated: May 23, 2012

By: Capital GP L.L.C., its general partner

/s/ Ioannis E. Lazaridis

Name: Ioannis E. Lazaridis

Title: Chief Executive Officer and  
Chief Financial Officer of Capital GP L.L.C.

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Date 21 May 2012

**CAPITAL PRODUCT PARTNERS L.P.**  
as Borrower

- and -

**THE BANKS AND FINANCIAL INSTITUTIONS**  
**listed in Schedule 1**  
as Lenders

- and -

**HSH NORDBANK AG**  
as Agent and Security Trustee

- and -

**HSH NORDBANK AG**  
as Bookrunner

- and -

**HSH NORDBANK AG**  
as Swap Bank

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**NINTH SUPPLEMENTAL AGREEMENT**

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in relation to a Loan Agreement dated 22 March 2007  
(as amended and supplemented by supplemental agreements dated, respectively,  
19 September 2007, 11 June 2008, 7 April 2009, 8 April 2009,  
2 October 2009, 30 June 2010, 30 November 2010 and 23 December 2011)  
in respect of revolving credit and term loan facilities  
of (originally) US\$370,000,000 in aggregate

**WATSON, FARLEY & WILLIAMS**  
**Piraeus**

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THIS AGREEMENT is made on 21 May 2012

**BETWEEN**

- (1) **CAPITAL PRODUCT PARTNERS L.P.** as **Borrower**;
- (2) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 herein, as **Lenders**;
- (3) **HSH NORDBANK AG**, acting through its office at Gerhart-Hauptmann-Platz 50, D-20095 Hamburg, Germany as **Agent**;
- (4) **HSH NORDBANK AG**, acting through its office at Gerhart-Hauptmann-Platz 50, D-20095 Hamburg, Germany, as **Security Trustee**;
- (5) **HSH NORDBANK AG**, acting through its office at Gerhart-Hauptmann-Platz 50, D-20095 Hamburg, Germany, as **Bookrunner**; and
- (6) **HSH NORDBANK AG**, acting through its office at Martensdamm 6, D-24103 Kiel, Germany as **Swap Bank**.

**BACKGROUND**

- (A) By a loan agreement dated 22 March 2007 (as amended and supplemented by supplemental agreements dated, respectively, 19 September 2007, 11 June 2008, 7 April 2009, 8 April 2009, 2 October 2009, 30 June 2010, 30 November 2010 and 23 December 2011, the "**Loan Agreement**") and made between (i) the Borrower, (ii) the Lenders, (iii) the Agent, (iv) the Security Trustee, (v) the Bookrunner and (vi) the Swap Bank, the Lenders agreed to make available to the Borrower revolving credit and term loan facilities in an amount of (originally) US\$370,000,000 in aggregate of which an amount of US\$346,000,000 is on the date hereof outstanding by way of principal.
- (B) The Borrower has requested that the Lenders agree to:
  - (i) the conversion of the Revolving Facility to the Term Loan on the Effective Date; and
  - (ii) the deferral of certain Repayment Instalments and the consequential amendments to the repayment profile of the Term Loan.
- (C) The Lenders' consent to the Borrower's requests referred to in recital (B) is subject to the following conditions:
  - (i) the Borrower first making a prepayment of \$95,150,000 against the Loan;
  - (ii) the Margin increasing to 2 per cent. per annum; and
  - (iii) the equity raised from the Group's investors shall be non-amortising, fully subordinated to the Loan and its term shall extend beyond the last day of the Security Period.
- (D) This Agreement sets out the terms and conditions on which the Creditor Parties agree, with effect on and from the Effective Date, to the Borrower's requests and to carry out the consequential amendments to the Loan Agreement.

**IT IS AGREED** as follows:

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## 1 INTERPRETATION

- 1.1 **Defined expressions.** Words and expressions defined in the Loan Agreement and the other Finance Documents shall have the same meanings when used in this Agreement unless the context otherwise requires.
- 1.2 **Definitions.** In this Agreement, unless the contrary intention appears:
- “**Effective Date**” means the date on which the conditions precedent in Clause 3.2 are satisfied; and
- “**Second Mortgage Addendum**” means, in respect of each Mortgage, a second addendum thereto, executed or to be executed by the relevant Owner in favour of the Security Trustee in such form as the Agent may approve or require.
- 1.3 **Application of construction and interpretation provisions of Loan Agreement.** Clauses 1.2 and 1.5 of the Loan Agreement apply, with any necessary modifications, to this Agreement.

## 2 AGREEMENT OF THE CREDITOR PARTIES

- 2.1 **Agreement of the Lenders.** The Lenders agree, subject to and upon the terms and conditions of this Agreement to:
- (a) the conversion of the Revolving Facility to the Term Loan on the Effective Date; and
  - (b) the deferral of certain upcoming repayment instalments and the consequential amendments to the repayment profile of the Term Loan.
- 2.2 **Agreement of the Creditor Parties.** The Creditor Parties agree, subject to and upon the terms and conditions of this Agreement, to the consequential amendment of the Loan Agreement and the other Finance Documents in connection with the matters referred to in Clause 2.1.
- 2.3 **Effective Date.** The agreement of the Lenders and the other Creditor Parties contained in Clauses 2.1 and 2.2 shall have effect on and from the Effective Date.

## 3 CONDITIONS

- 3.1 **General.** The agreement of the Lenders and the other Creditor Parties contained in Clauses 2.1 and 2.2 is subject to the fulfilment of the conditions precedent in Clause 3.2.
- 3.2 **Conditions precedent.** The conditions referred to in Clause 3.1 are that the Agent shall have received the following documents and evidence in all respects in form and substance satisfactory to the Agent and its lawyers on or before the Effective Date:
- (a) documents of the kind specified in paragraphs 3, 4 and 5 of Schedule 3, Part A to the Loan Agreement in relation to the Borrower in connection with the execution of this Agreement, updated with appropriate modifications to refer to this Agreement;
  - (b) a duly executed original of this Agreement duly executed by the parties to it;
  - (c) an original of each Mortgage Addendum or, as the case may be, each Second Mortgage Addendum each duly signed by the relevant Owner and evidence satisfactory to the Agent and its lawyers that the same has been registered as a valid first or, as the case may be, second addendum to the Mortgage it relates to in accordance with the laws of the relevant Approved Flag State;

- (d) evidence that an amount of \$95,150,000 has been applied in prepayment of the Loan;
- (e) a certified copy of the subscription agreement setting out the terms of equity raising from the Group's investors duly executed by the parties thereto in form and substance satisfactory to the Agent;
- (f) such legal opinions as the Agent may require in respect of such matters concerning the laws of the Republic of Liberia and the Republic of the Marshall Islands; and
- (g) evidence that the agent referred to in Clause 30.4 of the Loan Agreement has accepted its appointment as agent for service of process under this Agreement.

#### 4 REPRESENTATIONS AND WARRANTIES

**4.1 Repetition of Loan Agreement representations and warranties.** The Borrower represents and warrants to the Creditor Parties that the representations and warranties in Clause 10 of the Loan Agreement remain true and not misleading if repeated on the date of this Agreement.

**4.2 Repetition of Finance Document representations and warranties.** The Borrower and each of the other Security Parties represent and warrant to the Creditor Parties that the representations and warranties in the Finance Documents (other than the Loan Agreement) to which it is a party remain true and not misleading if repeated on the date of this Agreement.

#### 5 AMENDMENTS TO LOAN AGREEMENT AND OTHER FINANCE DOCUMENTS

**5.1 Specific amendments to Loan Agreement.** With effect on and from the Effective Date the Loan Agreement shall be amended as follows:

- (a) by inserting in Clause 1.1 thereof the definition of "**Second Mortgage Addendum**" as set out in Clause 1.2;
- (b) by deleting the words and figures "30 June 2012" from the definition of "Adjustment Period" and by replacing them with the words "the Termination Date" in Clause 1.1 thereof;
- (c) by deleting the definition of "Margin" in its entirety in Clause 1.1 thereof and by replacing it with the following new definition:  
"**Margin**" means 2 per cent. per annum;";
- (d) by deleting the definitions of "Distribution Declaration Date" and "Relevant Distribution Declaration Date" in Clause 1.1 thereof in their entirety;
- (e) by inserting a new definition in Clause 1.1 thereof as follows:  
"**Prepayment Amount**" means an amount of \$95,150,000 to be applied towards partial prepayment of the Loan;";
- (f) by deleting the definition of "Termination Date" in Clause 1.1 thereof in its entirety and replacing it with the following new definition:  
"**Termination Date**" means the date on which the Revolving Facility is converted into the Term Loan upon application of the Prepayment Amount towards prepayment of the Loan";
- (g) by deleting Clause 4.9 thereof in its entirety;

- (h) by deleting Clause 8.2 thereof in its entirety and by replacing it with the following new Clause 8.2 as follows:
- “8.2 Repayment of Term Loan.** Save as otherwise repaid or prepaid, the Term Loan shall be repaid by:
- (a) 6 equal consecutive Repayment Instalments in the amount of \$12,975,000 each; and
- (b) a Balloon Instalment in the amount of \$173,000,000.”;
- (i) by deleting the letter “(a)” or, as the case may be, the letter “(b)” in all references throughout the Loan Agreement to Clause 8.2;
- (j) by deleting Clause 8.3 thereof in its entirety and by replacing it with the following new Clause 8.3 as follows:
- “8.3 Repayment Dates.** The first Repayment Instalment shall be repaid on 30 March 2016, each subsequent Repayment Instalment shall be repaid at 3-monthly intervals thereafter and the Balloon Instalment, together with the final Repayment Instalment, shall be repaid on 30 June 2017.”;
- (k) by deleting Clause 8.13 thereof in its entirety and by replacing it with a new Clause 8.13 as follows:
- “8.13 Application of partial prepayment.** The Prepayment Amount shall be applied in order of maturity against the then outstanding Repayment Instalments and each partial prepayment made after the Termination Date shall be applied to reduce pro-rata each Repayment Instalment and the Balloon Instalment.”;
- (l) by deleting Clause 8.14 thereof in its entirety and by replacing it with the following new Clause 8.14 as follows:
- “8.14 No reborrowing.** No amount of the Term Loan prepaid may be reborrowed.”;
- (m) by deleting the words “50 per cent. of such liquidity may be constituted by undrawn Commitments under the Revolving Facility” at the end of Clause 12.5 (c) thereof;
- (n) by deleting Clauses 18.2, 18.3(c), 18.4, 18.5 and 18.6 in their entirety and by re-designating the existing Clauses 18.3 and 18.7 as new Clauses 18.2 and 18.3;
- (o) by construing all references therein to “this Agreement” where the context admits as being references to “this Agreement as the same is amended and supplemented by this Agreement and as the same may from time to time be further supplemented and/or amended”; and
- (p) by construing references to each of the Finance Documents as being references to each such document as it is from time to time supplemented and/or amended.
- 5.2 Amendments to Finance Documents.** With effect on and from the Effective Date each of the Finance Documents other than the Loan Agreement shall be, and shall be deemed by this Agreement to have been, amended as follows:
- (a) the definition of, and references throughout each of the Finance Documents to, the Loan Agreement and any of the other Finance Documents shall be construed as if the same referred to the Loan Agreement and those Finance Documents as amended and supplemented by this Agreement;

- (b) by construing all references in the Loan Agreement and in the Finance Documents to a “Mortgage” as reference to that Mortgage as amended by the Mortgage Addendum or, as the case may be, the Second Mortgage Addendum; and
- (c) by construing references throughout each of the Finance Documents to “this Agreement”, “this Deed”, hereunder and other like expressions as if the same referred to such Finance Documents as amended and supplemented by this Agreement.

**5.3 Finance Documents to remain in full force and effect.** The Finance Documents shall remain in full force and effect as amended and supplemented by:

- (a) the amendments to the Finance Documents contained or referred to in Clauses 5.1 and 5.2; and
- (b) such further or consequential modifications as may be necessary to give full effect to the terms of this Agreement.

## **6 FURTHER ASSURANCES**

**6.1 Borrower’s and each Security Party’s obligation to execute further documents etc.** The Borrower and each Security Party shall:

- (a) execute and deliver to the Security Trustee (or as it may direct) any assignment, mortgage, power of attorney, proxy or other document, governed by the law of England or such other country as the Security Trustee may, in any particular case, specify; and
- (b) effect any registration or notarisation, give any notice or take any other step,

which the Agent may, by notice to the Borrower, specify for any of the purposes described in Clause 6.2 or for any similar or related purpose.

**6.2 Purposes of further assurances.** Those purposes are:

- (a) validly and effectively to create any Security Interest or right of any kind which the Security Trustee intended should be created by or pursuant to the Loan Agreement or any other Finance Document, each as amended and supplemented by this Agreement, and
- (b) implementing the terms and provisions of this Agreement.

**6.3 Terms of further assurances.** The Security Trustee may specify the terms of any document to be executed by the Borrower or any Security Party under Clause 6.1, and those terms may include any covenants, powers and provisions which the Security Trustee considers appropriate to protect its interests.

**6.4 Obligation to comply with notice.** The Borrower or any Security Party shall comply with a notice under Clause 6.1 by the date specified in the notice.

## **7 EXPENSES**

**7.1 Expenses.** The provisions of clause 20 (fees and expenses) of the Loan Agreement shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

## **8 COMMUNICATIONS**

**8.1 General.** The provisions of clause 28 (notices) of the Loan Agreement, as amended and supplemented by this Agreement, shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

**9 SUPPLEMENTAL**

**9.1 Counterparts.** This Agreement may be executed in any number of counterparts.

**9.2 Third Party rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

**10 LAW AND JURISDICTION**

**10.1 Governing law.** This Agreement shall be governed by and construed in accordance with English law.

**10.2 Incorporation of the Loan Agreement provisions.** The provisions of clause 30 (law and jurisdiction) of the Loan Agreement, as amended and supplemented by this Agreement, shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

**THIS AGREEMENT** has been duly executed as a Deed on the date stated at the beginning of this Agreement.

## **SCHEDULE**

### **LENDERS**

#### **Lender**

#### **Lending Office**

HSH Nordbank AG

Gerhart-Hauptmann-Platz 50  
20095 Hamburg  
Germany

Fax No: +49 40 33 33 34118

Alpha Bank A.E.

Akti Miaouli 89  
185 38 Piraeus  
Greece

Fax No: +30 210 429 0348

Deutsche Schiffsbank AG

Domshof 17  
D-28195 Bremen

Fax No: +49 421 3609293

National Bank of Greece S.A.

Bouboulinas 2 & Akti Miaouli  
185 35 Piraeus

Fax No: +30 210 414 4120

BNP Paribas S.A.

16 Boulevard des Italiens,  
75009, Paris

Fax No: +33 1 42 98 43 55

**EXECUTION PAGES**

**BORROWER**

**SIGNED** by Valasia Gkigkilini ) /s/ Valasia Gkigkilini  
for and on behalf of )  
**CAPITAL PRODUCT PARTNERS L.P.** )

**LENDERS**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**SIGNED** by C.V. Flokos; C.G. Aroni ) /s/ C.V. Flokos; /s/ C.G. Aroni  
for and on behalf of )  
**ALPHA BANK A.E.** )

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**DEUTSCHE SCHIFFSBANK AG** )

**SIGNED** by Konstantinos N. Simos; Christos Kalivas ) /s/ Konstantinos N. Simos; /s/ Christos Kalivas  
for and on behalf of )  
**NATIONAL BANK OF GREECE S.A.** )

**SIGNED** by Eleni Athanasiadou; George Pitaoulis ) /s/Eleni Athanasiadou; /s/ George Pitaoulis  
for and on behalf of )  
**BNP PARIBAS S.A.** )

**SWAP BANK**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**BOOKRUNNER**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**AGENT**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**SECURITY TRUSTEE**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

Witness to all the )  
above signatures )

Name: Dimitris Karamacheras  
Address: Watson-Farley & Williams  
89 Akti Miaouli  
Piraeus 185 38 - Greece

**COUNTERSIGNED** this 21<sup>st</sup> day of May 2012 for and on behalf of the following Security Parties each of which, by its execution hereof, confirms and acknowledges that it has read and understood the terms and conditions of this Ninth Supplemental Agreement, that it agrees in all respects to the same and that the Finance Documents to which it is a party shall remain in full force and effect and shall continue to stand as security for the obligations of the Borrower under the Loan Agreement.

/s/ Valasia Gkigkilini

for and on behalf of  
**APOLLONAS SHIPPING COMPANY**

/s/ Valasia Gkigkilini

for and on behalf of  
**NAVARRO INTERNATIONAL S.A.**

/s/ Valasia Gkigkilini

for and on behalf of  
**CARNATION SHIPPING COMPANY**

/s/ Valasia Gkigkilini

for and on behalf of  
**CENTURION NAVIGATION LIMITED**

/s/ Valasia Gkigkilini

for and on behalf of  
**IRAKLITOS SHIPPING COMPANY**

/s/ Valasia Gkigkilini

for and on behalf of  
**POLARWIND MARITIME S.A.**

/s/ Valasia Gkigkilini

for and on behalf of  
**SHIPPING RIDER CO.**

/s/ Valasia Gkigkilini

for and on behalf of  
**TEMPEST MARINE INC.**

/s/ Evangelos Bairactaris

for and on behalf of  
**ROSS SHIPMANAGEMENT CO.**

/s/ Valasia Gkigkilini

for and on behalf of  
**LAREDO MARITIME INC.**

/s/ Valasia Gkigkilini

for and on behalf of  
**LORENZO SHIPMANAGEMENT INC.**

/s/ Valasia Gkigkilini

for and on behalf of  
**SPLENDOR SHIPHOLDING S.A.**

/s/ Valasia Gkigkilini

for and on behalf of  
**MANGO FINANCE CORP.**

/s/ Valasia Gkigkilini

for and on behalf of  
**SORREL SHIPMANAGEMENT INC.**

/s/ Valasia Gkigkilini

for and on behalf of  
**ADRIAN SHIPHOLDING INC.**

/s/ Evangelos Bairactaris

for and on behalf of  
**FORBES MARITIME CO.**

/s/ Valasia Gkigkilini

for and on behalf of  
**CANVEY SHIPMANAGEMENT CO.**

/s/ Valasia Gkigkilini

for and on behalf of  
**AMOUREUX CARRIERS CORP.**

/s/ Evangelos Bairactaris

for and on behalf of  
**CAPITAL SHIP MANAGEMENT CORP.**

Date 21 May 2012

**CAPITAL PRODUCT PARTNERS L.P.**  
as Borrower

- and -

**THE BANKS AND FINANCIAL INSTITUTIONS**  
**listed in Schedule 1**  
as Lenders

- and -

**HSH NORDBANK AG**  
as Mandated Lead Arranger, Facility Agent and Security Trustee

- and -

**HSH NORDBANK AG**  
as Bookrunner

- and -

**HSH NORDBANK AG**  
as Swap Bank

- and -

**DNB BANK ASA**  
**(formerly DnB NOR BANK ASA)**  
as Co-Arranger

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**THIRD SUPPLEMENTAL AGREEMENT**

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in relation to a Loan Agreement dated 19 March 2008  
(as amended and supplemented by  
supplemental agreements dated, respectively, 2 October 2009 and 30 June 2010)  
in respect of revolving credit and term loan facilities  
of (originally) US\$350,000,000 in aggregate

**WATSON, FARLEY & WILLIAMS**  
**Piraeus**

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THIS THIRD SUPPLEMENTAL AGREEMENT is made on 21 May 2012

**BETWEEN**

- (1) **CAPITAL PRODUCT PARTNERS L.P.** as **Borrower**;
- (2) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 herein, as **Lenders**;
- (3) **HSH NORDBANK AG**, acting through its office at Gerhart-Hauptmann-Platz 50, D-20095 Hamburg, Germany as **Mandated Lead Arranger**;
- (4) **HSH NORDBANK AG**, acting through its office at Gerhart-Hauptmann-Platz 50, D-20095 Hamburg, Germany as **Facility Agent**;
- (5) **HSH NORDBANK AG**, acting through its office at Gerhart-Hauptmann-Platz 50, D-20095 Hamburg, Germany, as **Security Trustee**;
- (6) **HSH NORDBANK AG**, acting through its office at Gerhart-Hauptmann-Platz 50, D-20095 Hamburg, Germany, as **Bookrunner**;
- (7) **HSH NORDBANK AG**, acting through its office at Martensdamm 6, D-24103 Kiel, Germany as **Swap Bank**; and
- (8) **DNB BANK ASA (formerly DnB NOR Bank ASA)**, acting through its office at 20 St. Dunstan's Hill, London EC3R 8HY, England as **Co-Arranger**.

**BACKGROUND**

- (A) By a loan agreement dated 19 March 2008 (as amended and supplemented by supplemental agreements dated, respectively, 2 October 2009 and 30 June 2010, the "**Loan Agreement**") and made between (i) the Borrower, (ii) the Lenders, (iii) the Mandated Lead Arranger, (iv) the Facility Agent, (v) the Security Trustee, (vi) the Bookrunner, (vii) the Swap Bank and (viii) the Co-Arranger, the Lenders agreed to make available to the Borrower revolving credit and term loan facilities in an amount of (originally) US\$350,000,000 (the "**Loan**") in aggregate of which an amount of US\$242,080,000 is by way of principal outstanding on the date hereof.
  - (B) The Borrower has requested that the Lenders agree to the deferral of certain Repayment Instalments and the consequential amendments to the repayment profile of the Loan; and
  - (C) The Lenders' consent to the Borrower's request referred to in Recital (B) is subject to the following conditions:
    - (i) the Borrower first making a prepayment of \$48,416,000 against the Loan;
    - (ii) the Margin increasing to 3 per cent. per annum;
    - (iii) the cancellation of the availability of Tranche B and of a part of the undrawn balance of the Revolving Facility in an amount equal to \$48,416,000; and
    - (iv) the equity raised from the Group's investors shall be non-amortising, fully subordinated to the Loan and its term shall extend beyond the last day of the Security Period.
  - (D) This Agreement sets out the terms and conditions on which the Creditor Parties agree, with effect on and from the Effective Date, to the Borrower's request and to carry out the consequential amendments to the Loan Agreement.
-

IT IS AGREED as follows:

## 1 INTERPRETATION

1.1 **Defined expressions.** Words and expressions defined in the Loan Agreement and the other Finance Documents shall have the same meanings when used in this Agreement unless the context otherwise requires.

1.2 **Definitions.** In this Agreement, unless the contrary intention appears:

“**Effective Date**” means the date on which the conditions precedent in Clause 3.2 are satisfied; and

“**Second Mortgage Addendum**” means, in respect of each Mortgage, a second addendum thereto, executed or to be executed by the relevant Owner in favour of the Security Trustee in such form as the Facility Agent may approve or require.

1.3 **Application of construction and interpretation provisions of Loan Agreement.** Clauses 1.2 and 1.5 of the Loan Agreement apply, with any necessary modifications, to this Agreement.

## 2 AGREEMENT OF THE CREDITOR PARTIES

2.1 **Agreement of the Lenders.** The Lenders agree, subject to and upon the terms and conditions of this Agreement to:

- (a) the deferral of certain repayment instalments and the consequential amendments to the repayment profile of the Loan;
- (b) the amendments/variations to the Loan Agreement and the other Finance Documents referred to in Clause 5.

2.2 **Agreement of the Creditor Parties.** The Creditor Parties agree, subject to and upon the terms and conditions of this Agreement, to the consequential amendment of the Loan Agreement and the other Finance Documents in connection with the matters referred to in Clause 2.1.

2.3 **Effective Date.** The agreement of the Lenders and the other Creditor Parties contained in Clauses 2.1 and 2.2 shall have effect on and from the Effective Date.

## 3 CONDITIONS

3.1 **General.** The agreement of the Lenders and the other Creditor Parties contained in Clauses 2.1 and 2.2 is subject to the fulfilment of the conditions precedent in Clause 3.2.

3.2 **Conditions precedent.** The conditions referred to in Clause 3.1 are that the Facility Agent shall have received the following documents and evidence in all respects in form and substance satisfactory to the Facility Agent and its lawyers on or before the Effective Date:

- (a) documents of the kind specified in paragraphs 3, 4 and 5 of Schedule 3, Part A to the Loan Agreement in relation to the Borrower in connection with the execution of this Agreement, updated with appropriate modifications to refer to this Agreement;
- (b) an original of this Agreement duly executed by the parties to it;

- (c) an original of each Mortgage Addendum or, as the case may be, each Second Mortgage Addendum each duly signed by the relevant Owner and evidence satisfactory to the Facility Agent and its lawyers that the same has been registered as a valid first or, as the case may be, second addendum to the Mortgage it relates to in accordance with the laws of the relevant Approved Flag State;
- (d) evidence that an amount of \$48,416,000 has been applied in prepayment of the Loan;
- (e) a certified copy of the subscription agreement setting out the terms of equity raising from the Group's investors duly executed by the parties thereto in form and substance satisfactory to the Facility Agent;
- (f) such legal opinions as the Facility Agent may require in respect of such matters concerning the laws of the Republic of Liberia and the Republic of the Marshall Islands; and
- (g) evidence that the agent referred to in Clause 30.4 of the Loan Agreement has accepted its appointment as agent for service of process under this Agreement.

#### **4 REPRESENTATIONS AND WARRANTIES**

**4.1 Repetition of Loan Agreement representations and warranties.** The Borrower represents and warrants to the Creditor Parties that the representations and warranties in clause 10 of the Loan Agreement remain true, valid and not misleading if repeated on the date of this Agreement.

**4.2 Repetition of Finance Document representations and warranties.** The Borrower and each of the other Security Parties represent and warrant to the Creditor Parties that the representations and warranties in the Finance Documents (other than the Loan Agreement) to which it is a party remain true, valid and not misleading if repeated on the date of this Agreement.

#### **5 AMENDMENTS TO LOAN AGREEMENT AND OTHER FINANCE DOCUMENTS**

**5.1 Specific amendments to Loan Agreement.** With effect on and from the Effective Date the Loan Agreement shall be amended as follows:

- (a) by inserting in Clause 1.1 thereof the definition of **“Second Mortgage Addendum”** as set out in Clause 1.2;
- (b) by deleting the definition of **“Margin”** in its entirety in Clause 1.1 thereof and by replacing it with the following new definition:

**““Margin”** means 3 per cent. per annum;”

- (c) by inserting a new definition in Clause 1.1 thereof as follows:

**““Prepayment Amount”** means an amount of \$48,416,000 to be applied towards partial prepayment of the Loan;”;

- (d) by adding a new Clause 2.3 as follows:

**“2.3 Permanent Cancellation.** The Borrower agrees with the Creditor Parties that on the date of application of the Prepayment Amount against the Loan:

- (a) an amount of the undrawn part of the Revolving Facility equal to the Prepayment Amount shall be permanently cancelled and the undrawn Total Commitments

shall be reduced to \$55,420,000 (being the undrawn balance under Tranche C) on that date; and

- (b) simultaneously with the application of the Prepayment Amount, the availability of Tranche B shall be permanently cancelled.”;
- (e) by deleting Clause 4.9 thereof in its entirety;
- (f) by deleting the words “(as such date may be extended in accordance with Clause 4.9)” from the definitions of “Termination Date” and “Availability Period” in Clause 1.1 thereof;
- (g) by deleting Clause 5.14 thereof in its entirety;
- (h) by deleting Clause 8.2(b) thereof in its entirety and by replacing it with the following:
  - “(b) Save as otherwise repaid or prepaid, after the Termination Date, the Borrower shall repay:
    - (i) Tranche C by up to 20 equal consecutive three-monthly repayment instalments (each a “**Repayment Instalment**” and together the “**Repayment Instalments**”) and a final balloon instalment (the “**Balloon Instalment**”). The Balloon Instalment shall be equal to 50 per cent of the Revolving Facility on the Termination Date and each Repayment Instalment shall be in an amount equal to one-twentieth of the amount by which the Revolving Facility on the Termination Date exceeds the Balloon Instalment; and
    - (ii) the Term Loan (other than Tranche C) by:
      - (A) 9 equal consecutive three-monthly Repayment Instalments in the amount of \$8,069,333.33 each; and
      - (B) a Balloon Instalment in the amount of \$121,040,000.”;

- (i) by deleting Clause 8.3 thereof in its entirety and by replacing it with the following:

**“8.3 Repayment Dates.**

- (a) The first Repayment Instalment to be made pursuant to Clause 8.2(b)(i) shall be repaid on the date falling 3 months after the Termination Date, each subsequent Repayment Instalment shall be repaid at 3-monthly intervals thereafter and the Balloon Instalment, together with the final Repayment Instalment, shall be repaid on the Final Maturity Date; and
  - (b) the first Repayment Instalment to be made pursuant to Clause 8.2(b)(ii) shall be repaid on 30 March 2016, each subsequent Repayment Instalment shall be repaid at 3-monthly intervals thereafter and the Balloon Instalment, together with the final Repayment Instalment, shall be repaid on 30 March 2018.”;
- (j) by deleting Clause 8.12 thereof in its entirety and by replacing it with a new Clause 8.12 as follows:

**“8.12 Application of partial prepayment.** The Prepayment Amount shall be applied in order of maturity against the then outstanding Repayment Instalments and each partial prepayment made at any time after the application of the Prepayment Amount shall be applied to reduce pro-rata each Repayment Instalment and the Balloon Instalment.”;

- (k) by construing all references therein to “this Agreement” where the context admits as being references to “this Agreement as the same is amended and supplemented by this Second Supplemental Agreement and as the same may from time to time be further supplemented and/or amended”; and
- (l) by construing references to each of the Finance Documents as being references to each such document as it is from time to time supplemented and/or amended.

**5.2 Amendments to Finance Documents.** With effect on and from the Effective Date each of the Finance Documents other than the Loan Agreement shall be, and shall be deemed by this Agreement to have been, amended as follows:

- (a) the definition of, and references throughout each of the Finance Documents to, the Loan Agreement and any of the other Finance Documents shall be construed as if the same referred to the Loan Agreement and those Finance Documents as amended and supplemented by this Agreement;
- (b) by construing all references in the Loan Agreement and in the Finance Documents to a “Mortgage” as reference to that Mortgage as amended by the Mortgage Addendum or, as the case may be, the Second Mortgage Addendum; and
- (c) by construing references throughout each of the Finance Documents to “this Agreement”, “this Deed”, hereunder and other like expressions as if the same referred to such Finance Documents as amended and supplemented by this Agreement.

**5.3 Finance Documents to remain in full force and effect.** The Finance Documents shall remain in full force and effect as amended and supplemented by:

- (a) the amendments to the Finance Documents contained or referred to in Clauses 5.1 and 5.2; and
- (b) such further or consequential modifications as may be necessary to give full effect to the terms of this Agreement.

## **6 FURTHER ASSURANCES**

**6.1 Borrower’s and each Security Party’s obligation to execute further documents etc.** The Borrower and each Security Party shall:

- (a) execute and deliver to the Security Trustee (or as it may direct) any assignment, mortgage, power of attorney, proxy or other document, governed by the law of England or such other country as the Security Trustee may, in any particular case, specify;
- (b) effect any registration or notarisation, give any notice or take any other step,

which the Facility Agent may, by notice to the Borrower, specify for any of the purposes described in Clause 6.2 or for any similar or related purpose.

**6.2 Purposes of further assurances.** Those purposes are:

- (a) validly and effectively to create any Security Interest or right of any kind which the Security Trustee intended should be created by or pursuant to the Loan Agreement or any other Finance Document, each as amended and supplemented by this Agreement, and
- (b) implementing the terms and provisions of this Agreement.

**6.3 Terms of further assurances.** The Security Trustee may specify the terms of any document to be executed by the Borrower or any Security Party under Clause 6.1, and

those terms may include any covenants, powers and provisions which the Security Trustee considers appropriate to protect its interests.

**6.4 Obligation to comply with notice.** The Borrower or any Security Party shall comply with a notice under Clause 6.1 by the date specified in the notice.

## **7 EXPENSES**

**7.1 Expenses.** The provisions of clause 20 (fees and expenses) of the Loan Agreement shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

## **8 COMMUNICATIONS**

**8.1 General.** The provisions of clause 28 (notices) of the Loan Agreement, as amended and supplemented by this Agreement, shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

## **9 SUPPLEMENTAL**

**9.1 Counterparts.** This Agreement may be executed in any number of counterparts.

**9.2 Third Party rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

## **10 LAW AND JURISDICTION**

**10.1 Governing law.** This Agreement shall be governed by and construed in accordance with English law.

**10.2 Incorporation of the Loan Agreement provisions.** The provisions of clause 30 (law and jurisdiction) of the Loan Agreement, as amended and supplemented by this Agreement, shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

**THIS AGREEMENT** has been duly executed as a Deed on the date stated at the beginning of this Agreement.

## **SCHEDULE**

### **LENDERS**

#### **Lender**

#### **Lending Office**

HSH Nordbank AG

Gerhart-Hauptmann-Platz 50  
20095 Hamburg  
Germany

Fax No: +49 40 33 33 34118

Alpha Bank A.E.

Akti Miaouli 89  
185 38 Piraeus  
Greece

Fax No: +30 210 429 0348

DNB BANK ASA  
(formerly DnB NOR  
Bank ASA)

20 St. Dunstan's Hill  
London EC3R 8HY  
England

Fax No: 0044 207 626 5356

National Bank of Greece S.A.

Bouboulinas 2 &  
Akti Miaouli  
185 35 Piraeus

Fax No: +30 210 414 4120

Piraeus Bank A.E.

47-49 Akti Miaouli  
185 36 Piraeus

Fax No: +30 210 429 2669

**EXECUTION PAGES**

**BORROWER**

**SIGNED** by Valasia Gkigkilini ) /s/ Valasia Gkigkilini  
for and on behalf of )  
**CAPITAL PRODUCT PARTNERS L.P.** )

**LENDERS**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**SIGNED** by C.V. Flokos; C.G. Aroni ) /s/ C.V. Flokos; /s/ C.G. Aroni  
for and on behalf of )  
**ALPHA BANK A.E.** )

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**DNB BANK ASA** )

**SIGNED** by Konstantinos N. Simos; Christos Kalivas ) /s/ Konstantinos N. Simos; /s/ Christos Kalivas  
for and on behalf of )  
**NATIONAL BANK OF GREECE S.A.** )

**SIGNED** by Maria Youryi; Jason Dallas ) /s/ Maria Youryi; /s/ Jason Dallas  
for and on behalf of )  
**PIRAEUS BANK A.E.** )

**SWAP BANK**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**BOOKRUNNER**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**MANDATED LEAD ARRANGER**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**CO-ARRANGER**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**DNB BANK ASA** )

**FACILITY AGENT**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

**SECURITY TRUSTEE**

**SIGNED** by Maria-Chrysoula Karpida ) /s/ Maria-Chrysoula Karpida  
for and on behalf of )  
**HSH NORDBANK AG** )

Witness to all the )  
above signatures )

Name: /s/ Dimitris Karamacheras  
Address: Watson, Farley & Williams  
89 Akti Miaouli  
Piraeus 18538-Greece

**COUNTERSIGNED** this day 21st of May 2012 for and on behalf of the following Security Parties each of which, by its execution hereof, confirms and acknowledges that it has read and understood the terms and conditions of this Third Supplemental Agreement, that it agrees in all respects to the same and that the Finance Documents to which it is a party shall remain in full force and effect and shall continue to stand as security for the obligations of the Borrower under the Loan Agreement and the other Finance Documents.

/s/ Valasia Gkigkilini

for and on behalf of  
**BAYMONT ENTERPRISES INCORPORATED**

/s/ Valasia Gkigkilini

for and on behalf of  
**WIND DANCER SHIPPING INC.**

/s/ Valasia Gkigkilini

for and on behalf of  
**EPICURUS SHIPPING COMPANY**

/s/ Valasia Gkigkilini

for and on behalf of  
**BELERION MARITIME CO.**

/s/ Valasia Gkigkilini

for and on behalf of  
**ACHILLEAS CARRIER CORP.**

/s/ Valasia Gkigkilini

for and on behalf of  
**AIAS CARRIER CORP.**

/s/ Valasia Gkigkilini

for and on behalf of  
**ALEXANDER THE GREAT CARRIER CORP.**

/s/ Valasia Gkigkilini

for and on behalf of  
**MILTADIS M II CARRIER CORP.**

/s/ Evangelos Bairactaris

for and on behalf of  
**CAPITAL SHIP MANAGEMENT CORP.**

**SUPPLEMENTAL LETTER**

To: Capital Product Partners L.P.  
Trust Company House  
Trust Company Complex  
Ajeltake Road  
Ajeltake Island  
Majuro MH96960  
the Marshall Islands

21 May 2012

Dear Sirs

**Loan agreement dated 9 June 2011 (the “Loan Agreement”) made between (i) Capital Product Partners L.P. as borrower (the “Borrower”) and (ii) Emporiki Bank of Greece S.A. as lender (the “Lender”) in respect of a secured term loan facility of US\$25,000,000 (the “Loan”)**

We refer to:

- (a) the Loan Agreement;
- (b) your written notice of 11 May 2012 in which you advised us:
  - (i) of your intention to make a voluntary partial prepayment of US\$6,000,000 (the “**Prepayment**”); and
  - (ii) that, upon exercising your option pursuant to clause 7.9(b) of the Loan Agreement, the amount of the Prepayment will be applied in order of maturity and in full prepayment of the first to eighth (inclusive) Repayment Instalments (as defined in the Loan Agreement); and
- (c) your request (the “**Request**”) that the principal outstanding amount of the Loan (as reduced upon application of the amount of the Prepayment) is repaid pursuant to clause 7.1 of the Loan Agreement and on the dates specified in clause 7.2 of the Loan Agreement, each as amended pursuant to Clauses 2(e) and 2(f) , respectively.

Words and expressions defined in the Loan Agreement shall have the same meaning when used in this letter.

The Borrower hereby acknowledges that as at the date hereof the outstanding amount of the Loan is \$25,000,000.

**1 Agreement.** In consideration of the Prepayment we hereby confirm our agreement to the Request, subject to:

- (a) the conditions set out in paragraph 6 below; and
- (b) the Borrower and the Security Parties executing the acknowledgement to this letter confirming their agreement to the terms and conditions of the same.

**2 Amendments to the Loan Agreement.** Subject to the satisfaction of the conditions of this letter and with effect from the date of this letter, the Loan Agreement shall be amended as follows:

- (a) by construing all references in the Loan Agreement to “this Agreement” and all references in the Finance Documents (other than the Loan Agreement) to the “Loan
-

Agreement” as references to the Loan Agreement as amended and supplemented by this letter; and

(b) the definition of, and references throughout each of the Finance Documents to the Mortgage shall be construed as if the same referred to the Mortgage as amended and supplemented by the Mortgage Addendum;

(c) by adding the following new definitions in clause 1.1 thereof:

“**Mortgage Addendum**” means the first addendum to the Mortgage executed or, as the case may be, to be executed, by the Borrower in favour of the Lender in such form as the Lender may reasonably approve or require;”;

(d) by adding the words “as amended and supplemented by the Mortgage Addendum” after the word “required” in the second line of the definition of “Mortgage” in clause 1.1 thereof;

(e) by substituting clause 7.1 thereof with the following:

**7.1 Amount of Repayment Instalments.** Same as previously repaid or prepaid, the Borrower shall repay the Loan by:

(a) by 9 consecutive equal quarterly repayment instalments (each a “**Repayment Instalment**” and, together, the “**Repayment Instalments**”) each in the amount of \$1,000,000; and

(b) by a balloon payment (the “**Balloon Instalment**”) in the amount of \$10,000,000.”;

(f) by substituting clause 7.2 thereof with the following:

**7.2 Repayment Dates.** The first Repayment Instalment shall be repaid on 30 March 2016, each subsequent Repayment Instalment shall be paid at 3-monthly intervals thereafter and the last Repayment Instalment shall be paid, together with the Balloon Instalment, on 30 March 2018;”;

(g) by construing all references in the Loan Agreement to “this Agreement”, “hereunder” and the like and in the Finance Documents to the “Loan Agreement” as references to the Loan Agreement as amended and/or supplemented by this letter.

**3 Amendments to Finance Documents.** With effect on and from the date of this letter each of the Finance Documents (other than the Loan Agreement) shall be, and shall be deemed by this letter to have been, amended as follows:

(a) the definition of, and references throughout each of the Finance Documents to, the Loan Agreement and any of the other Finance Documents shall be construed as if the same referred to the Loan Agreement and those Finance Documents as amended and supplemented by this letter; and

(b) by construing references throughout each of the Finance Documents to “this Agreement”, “this Deed”, “hereunder and other like expressions as if the same referred to such Finance Documents as amended and supplemented by this letter.

**4 Loan Agreement and Finance Documents.** The Borrower and the Owner hereby agree with the Lender that all other provisions of the Loan Agreement and the Finance Documents shall be and are hereby re-affirmed and remain in full force and effect.

- 5 **Representations and Warranties.** The Borrower and the Owner hereby represent and warrant to the Lender that:
- (a) the representations and warranties contained in clause 9 the Loan Agreement and clause 9 of the Guarantee are true and correct on the date of this letter as if all references therein to “this Agreement” or, as the case may be, “this Guarantee” were references to the Loan Agreement or, as the case may be, the Guarantee as supplemented by this letter; and
  - (b) this letter comprises the legal, valid and binding obligations of the Borrower and the Owner enforceable in accordance with its terms.
- 6 **Conditions.** Our agreement contained in paragraph 1 of this letter shall be expressly subject to the condition that we shall have received in form and substance as may be approved or required by us on or before the signature hereof:
- (a) a certificate of an officer of each of the Borrower and the Owner confirming that the names of all the directors and, in the case of the Owner, shareholders thereof;
  - (b) copies of:
    - (i) the unanimous written consent of the directors of the Borrower;
    - (ii) resolutions passed at a meeting of the board of directors and the shareholders of the Owner,evidencing approval of this letter and, in the case of the Owner, the Mortgage Addendum and authorising appropriate officers or attorneys to execute the same;
  - (c) the original of any power of attorney issued in favour of any person executing this letter and the Mortgage Addendum on behalf of the Borrower or, as the case may be, the Owner;
  - (d) evidence that the Mortgage Addendum has been duly executed by the Owner together with evidence that the Mortgage Addendum has been duly registered in accordance with the laws of Liberia;
  - (e) evidence that the Prepayment has been effected in accordance with clause 7 of the Loan Agreement;
  - (f) copies of all governmental and other consents, licences, approvals and authorisations as may be necessary to authorise the performance by the Borrower and the Owner of their respective obligations under this letter or, as the case may be, the Mortgage Addendum and the execution, validity and enforceability of this letter or, as the case may be, the Mortgage Addendum;
  - (g) documentary evidence that the agent for service of process named in clause 29 of the Loan Agreement has accepted its appointment;
  - (h) favourable legal opinions from lawyers appointed by the Lender on such matters concerning the laws of Marshall Islands, Liberia and such other relevant jurisdictions as the Lender may require; and
  - (i) if the Lender so requires, in respect of any of the documents referred to above, a certified English translation prepared by a translator approved by the Lender.
- 7 **Notices.** Clause 27 (Notices) of the Loan Agreement shall extend and apply to this letter as if the same were (mutatis mutandis) herein expressly set forth.

**8 Governing Law.** This letter shall be governed by and construed in accordance with English law and clause 29 (Law and Jurisdiction) of the Loan Agreement shall extend and apply to this letter as if the same were (mutatis mutandis) herein expressly set forth.

Please confirm your acceptance to the foregoing terms and conditions by signing the acceptance at the foot of this letter.

Yours faithfully

/s/ Christina Margelou                      /s/ Maria Antoniou  
for and on behalf of  
**EMPORIKI BANK OF GREECE S.A.**

We hereby acknowledge receipt of the above letter and confirm our agreement to the terms hereof.

/s/ Valasia Gkigkilini  
for and on behalf of  
**CAPITAL PRODUCT PARTNERS L.P.**

Date:            21 May 2012

We hereby confirm and acknowledge that we have read and understood the terms and conditions of the above letter and agree in all respects to the same and confirm that the Finance Documents to which we are a party shall remain in full force and effect and shall continue to stand as security for the obligations of the Borrower under the Loan Agreement and the other Finance Documents.

/s/ Chrysanthi Klisaris  
for and on behalf of  
**PATROKLOS MARINE CORP.**

/s/ Evangelos Baircataris  
for and on behalf of  
**CAPITAL SHIP MANAGEMENT CORP.**

Date:            21 May 2012