

## **CAPITAL PRODUCT PARTNERS L.P.**

### **CHARTER OF THE CONFLICTS COMMITTEE OF THE BOARD OF DIRECTORS**

#### **I. Purpose**

The primary purpose of the conflicts committee (the “Conflicts Committee”) is to carry out the duties as set forth in the Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) of the Partnership and the Omnibus Agreement (the “Omnibus Agreement”) between Capital Maritime & Trading Corp., a Marshall Islands corporation (“Capital Maritime”), Capital GP L.L.C., a Marshall Islands limited liability company and the general partner of the Partnership (the “General Partner”), Capital Product Operating L.L.C., a Marshall Islands limited liability company wholly owned by the Partnership (“OLLC”), and the Partnership, as well as other duties delegated by the Board of Directors of the Partnership (the “Board”) that relate to conflicts of interests between the General Partner or any of its Affiliates, or any member of the Board, on the one hand, and the Partnership, any Group Member or any Partner, on the other.

#### **II. Certain Definitions**

Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Partnership Agreement.

#### **III. Committee Membership**

The Conflicts Committee shall be composed entirely of three or more directors, each of whom is not (a) a security holder, officer or employee of the General Partner, (b) an officer, director or employee of any Affiliate of the General Partner or (c) a holder of any ownership interest in the Partnership Group other than Common Units and who also meets the independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act of 1934, as amended, 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.

The members of the Conflicts Committee shall be appointed by the Board. Committee members may be replaced by the Board.

#### **IV. Committee Authority and Responsibilities**

The Conflicts Committee shall act on an informed basis, in good faith, and in the honest belief that any action taken by the Conflicts Committee is in the best interests of the Partnership. In the Conflicts Committee’s determination of what is “fair and reasonable” to the Partnership and in connection with the Conflicts Committee’s resolution of any conflict of interest, the Conflicts Committee is authorized to consider (A) the relative interests of any party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interest; (B) any customary or accepted industry practices and any customary or historical dealings with a

particular Person; (C) any applicable generally accepted accounting practices or principles; and (D) such additional factors as the Conflicts Committee determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances.

Without limiting the generality of the preceding statements, the Conflicts Committee's specific responsibilities include, but are not limited to, the following:

1. If the Partnership has been requested to register Partnership Securities pursuant to Section 7.19(a) of the Partnership Agreement, the Conflicts Committee shall determine in its good faith judgment if it would be in the Partnership's and its Partners' best interests for such registration to be postponed for up to 90 days due to any pending transactions, investigations or other events.

2. The Board may seek approval of any resolution of a conflict of interest between the General Partner or any of its Affiliates, or any member of the Board, on the one hand, and the Partnership, any Group Member or any Partner, on the other.

3. With respect to the Omnibus Agreement, it may be amended or modified from time to time only by the written agreement of all the parties thereto; *provided, however*, that the Partnership may not, without the prior approval of the Conflicts Committee, agree to any amendment or modification to the Omnibus Agreement that, in the reasonable discretion of the Board, will adversely affect the holders of Common Units.

## V. Procedures

1. *Meetings.* The Conflicts Committee shall meet at the call of the Chairperson, two or more members of the Conflicts Committee, or the Chairman of the Board. Meetings may, at the discretion of the Conflicts Committee, include members of the Partnership's management, independent consultants, and such other persons as the Conflicts Committee or the Chairperson may determine. The Conflicts Committee may meet in person, by telephone conference call, or in any other manner in which the Board is permitted to meet under law or the Partnership Agreement.

2. *Quorum and Approval.* A majority of the members of the Conflicts Committee shall constitute a quorum. The Conflicts Committee shall act on the affirmative vote of a majority of members present at a meeting at which a quorum is present. The Conflicts Committee may also act by unanimous written consent in lieu of a meeting.

3. *Rules.* The Conflicts Committee may determine additional rules and procedures, including designation of a chairperson pro tempore in the absence of the Chairperson, at any meeting thereof.

4. *Reports.* The Conflicts Committee shall make regular reports to the Board, directly or through the Chairperson.

5. *Review of Charter.* Each year the Conflicts Committee shall review the need for changes in this Charter and recommend any proposed changes to the Board for approval.

6. *Performance Review.* Each year the Conflicts Committee shall review and evaluate its own performance and shall submit itself to the review and evaluation of the Board.

7. *Fees.* Each member of the Conflicts Committee shall be paid the fee set by the Board for his or her services as a member of, or Chairperson of, the Conflicts Committee.

**(Adopted April 2007)**