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 March, 2013

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 o

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): o

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): o

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 o No ☑

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

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

On March 19, 2013, Capital Product Partners L.P. (the "Partnership") completed the issuance and sale of 4,550,003 Class B Convertible Preferred Units (together with the Class B Convertible Preferred Units expected to be issued and sold on or about March 26, 2013, the "Additional Class B Units") to certain investors (the "Purchasers"), including the Partnership's Sponsor, Capital Maritime & Trading Corp. ("Capital Maritime"), pursuant to the Class B Convertible Preferred Unit Subscription Agreement, dated as of March 15, 2013 (the "Subscription Agreement"). The net proceeds, together with approximately $27 million from the Partnership's existing credit facilities and part of its cash balances, were used to fund the acquisition of the M/V "Hyundai Premium", a 5,023 TEU high specification container vessel for a total consideration of $65 million, pursuant to a share purchase agreement, dated March 20, 2013, with Capital Maritime (the "Share Purchase Agreement").

In connection with the issuance and sale of the Additional Class B Units, the Partnership has adopted the Third Amendment, dated as of March 19, 2013 (the "Third Amendment to the LP Agreement") to the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of February 22, 2010, as amended (the "LP Agreement"). The Third Amendment to the LP Agreement amends some of the rights, preferences and privileges of the Partnership's Class B Convertible Preferred Units ("the Class B Units"). As described in the Second Amendment to the LP Agreement, filed as Exhibit II to the Partnership's Current Report on Form 6-K/A dated May 23, 2012, the Class B Units have certain rights that are senior to the rights of the holders of common units representing limited partner interests of the Partnership (the "Common Units"), such as the right to distributions and rights upon liquidation of the Partnership. The Third Amendment to the LP Agreement amends certain terms of the Class B Units, including an adjustment to the distribution rate for the Class B Units in the event the Common Unit distribution rate is increased, and providing for the payment of distributions to holders of Class B Units in Common Units in the event distributions are not paid in cash.

The Partnership expects to complete a similar transaction on or about March 26, 2013 where 4,549,997 Class B Convertible Preferred Units will be issued to the Purchasers pursuant to the Subscription Agreement and the net proceeds, together with approximately $27 million from the Partnership's existing credit facilities and part of its cash balances, will be used to fund the acquisition of the M/V "Hyundai Paramount", a 5,023 TEU high specification container vessel for a total consideration of $65 million, pursuant to a share purchase agreement to be entered into with Capital Maritime on or about March 27, 2013 containing substantially similar terms to the Share Purchase Agreement.

In addition, the Partnership entered into the Registration Rights Agreement, dated as of March 19, 2013 ("Registration Rights Agreement"), with certain purchasers, relating to the registered resale of Common Units issuable upon the conversion of the Additional Class B Units purchased pursuant to the Subscription Agreement or distributions paid in Common Units thereon.

The Class B Units have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent a registration statement or exemption from registration.

The foregoing description of the Additional Class B Units, the terms of their issuance, the amendment to the LP Agreement, the vessel purchases from Capital Maritime and any related documents does not purport to be complete and is qualified in its entirety by the terms and conditions of the Subscription Agreement, the Registration Rights Agreement, the Third Amendment to the LP Agreement and the Share Purchase Agreement, which are filed as exhibits to this report and incorporated herein by reference.

Attached as Exhibit I is the Class B Convertible Preferred Unit Subscription Agreement, dated as of March 15, 2013, by and among the Partnership and each of the purchasers named therein.

Attached as Exhibit II is the Third Amendment, dated as of March 19, 2013, to the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of February 22, 2010, as amended.

Attached as Exhibit III is the Registration Rights Agreement, dated as of March 19, 2013, by and among the Partnership and each of the holders named therein.

Attached as Exhibit IV is the Share Purchase Agreement, dated March 20, 2013, between the Partnership and Capital Maritime.

This Report on Form 6-K is hereby incorporated by reference into the registrant's Registration Statements on Form F-3 (File Nos. 333-177491 and 333-184209).

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: March 21, 2013

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.

CLASS B CONVERTIBLE PREFERRED UNIT SUBSCRIPTION AGREEMENT

by and among

CAPITAL PRODUCT PARTNERS L.P.

and

THE PURCHASERS PARTY HERETO

Dated as of March 15, 2013

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CLASS B CONVERTIBLE PREFERRED UNIT SUBSCRIPTION AGREEMENT

This CLASS B CONVERTIBLE PREFERRED UNIT SUBSCRIPTION AGREEMENT, dated as of March 15, 2013 (this "Agreement"), is by and among CAPITAL PRODUCT PARTNERS L.P., a limited partnership organized under the laws of the Republic of the Marshall Islands ("CPLP"), and each of the purchasers set forth on Schedule A hereto (the "Purchasers").

WHEREAS, CPLP desires to sell to each of the Purchasers, and each of the Purchasers desires, severally and not jointly, to subscribe for and purchase from CPLP, certain Class B Convertible Preferred Units, in accordance with the provisions of this Agreement;

WHEREAS, pursuant to Section 5.10(a) of the Partnership Agreement, CPLP has obtained the written consent of the holders of a majority of the outstanding Class B Convertible Preferred Units to issue up to an aggregate of 9,100,000 additional Class B Convertible Preferred Units to partially fund the acquisition of two newbuild containerships from Capital Maritime & Trading Corp. (each, an "Acquisition" and collectively, the "Acquisitions"); and

WHEREAS, CPLP has agreed to provide the Purchasers with certain registration rights with respect to the Common Units (as defined below) underlying the Class B Convertible Preferred Units acquired pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"6-K Filing" shall have the meaning specified in Section 5.05.

"Acquisition" and "Acquisitions" have the meanings set forth in the recitals.

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling", "controlled by", and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Basic Documents" means, collectively, this Agreement, the Third Amendment to the Partnership Agreement, in all material respects in the form attached to this Agreement as Exhibit A, the Registration Rights Agreement and any and all other agreements or instruments executed and delivered by the parties on or prior to the Closings relating to the issuance and sale of the Purchased Units, or any amendments, supplements, continuations or modifications thereto.

"Business Day" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of New York shall not be regarded as a Business Day.

"Capital Entities" means CPLP, the General Partner, and all of CPLP's Subsidiaries.

"Class B Amendments" means (i) the Second Amendment to the Partnership Agreement, dated as of May 22, 2012 and (ii) the Third Amendment to the Partnership Agreement, dated as of the First Tranche Closing Date, in all material respects in the form attached to this Agreement as Exhibit A.

"Class B Unit Price" shall have the meaning specified in Section 2.01(b).

"Class B Units" means the Class B Convertible Preferred Units representing limited partner interests in CPLP as established by the Class B Amendments.

"Closings" shall have the meaning specified in Section 2.02.

"Closing Dates" shall have the meaning specified in Section 2.02.

"Code" shall have the meaning specified in Section 3.16.

"Commission" means the United States Securities and Exchange Commission.

"Common Units" means the common units representing limited partner interests in CPLP.

"CPLP" has the meaning set forth in the Preamble.

"CPLP Credit Facilities" means, collectively, the Revolving $370.0 Million Credit Facility, the Revolving $350.0 Million Credit Facility and the Term Loan Facility.

"CPLP Financial Statements" shall have the meaning specified in Section 3.06.

"CPLP Material Adverse Effect" means any material and adverse effect on (a) the assets, liabilities, financial condition, business, operations, affairs or prospects of CPLP and its Subsidiaries taken as a whole; (b) the ability of the Capital Entities taken as a whole to carry on their business as such business is conducted as of the date hereof or to meet their obligations under the Basic Documents on a timely basis; or (c) the ability of CPLP to consummate the transactions under any Basic Document; provided, however, that with respect to Section 2.04(b) and Section 7.11, a CPLP Material Adverse Effect shall not include any material and adverse effect on the foregoing to the extent such material and adverse effect results from, arises out of, or relates to (x) general economic or market conditions or changes in the general state of the industries in which the Capital Entities operate, except to the extent that the Capital Entities, taken as a whole, are adversely affected in a disproportionate manner as compared to other industry participants, and then only to such extent, (y) conditions caused by acts of terrorism or war (whether or not declared), or the occurrence of any other calamity or crisis, or (z) any change in accounting requirements or principles imposed upon CPLP and its Subsidiaries or their respective businesses or any change in applicable Law, or the interpretation thereof.

"CPLP SEC Documents" shall have the meaning specified in Section 3.06.

"DTC" means The Depository Trust Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"First Tranche Closing" shall have the meaning specified in Section 2.02.

"First Tranche Closing Date" shall have the meaning specified in Section 2.02.

"First Tranche Purchase Price" means, with respect to a particular Purchaser, the monetary commitment amount equal to the product of the number of First Tranche Purchased Units for such Purchaser, multiplied by the Class B Unit Price, as set forth under the heading "First Tranche" on Schedule A hereto.

"First Tranche Purchased Units" means with respect to each Purchaser, the number of Class B Units as set forth opposite such Purchaser's name under the heading "First Tranche" on Schedule A hereto.

"GAAP" means generally accepted accounting principles in the United States of America in effect from time to time.

"General Partner" means Capital GP L.L.C., a Marshall Islands limited liability company.

"General Partner Interest" means the ownership interest of the General Partner in CPLP (in its capacity as a general partner and without reference to any Limited Partner Interest (as defined in the Partnership Agreement) 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 the Partnership Agreement, together with all obligations of the General Partner to comply with the terms and provisions of the Partnership Agreement.

"General Partner Unit" means a fractional part of the General Partner Interest having the rights and obligations specified with respect to the General Partner Interest.

"Governmental Authority" means, with respect to a particular Person, any country, state, county, city and political subdivision in which such Person or such Person's Property is located or that exercises valid jurisdiction over any such Person or such Person's Property, and any court, agency, department, commission, board, bureau or instrumentality of any of them and any monetary authority that exercises valid jurisdiction over any such Person or such Person's Property. Unless otherwise specified, all references to Governmental Authority herein with respect to CPLP mean a Governmental Authority having jurisdiction over CPLP, its Subsidiaries or any of their respective Properties.

"Indemnified Party" has the meaning set forth in Section 6.03.

"Indemnifying Party" has the meaning set forth in Section 6.03.

"Law" means any federal, state, local or foreign order, writ, injunction, judgment, settlement, award, decree, statute, law, rule or regulation.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. For the purpose of this Agreement, a Person shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Marshall Islands LP Act" means the Marshall Islands Limited Partnership Act, as amended, supplemented or restated from time to time, and any successor to such statute.

"Marshall Islands LLC Act" means the Marshall Islands Limited Liability Company Act of 1996 as amended, supplemented or restated from time to time, and any successor to such statute.

"NASDAQ" means the Nasdaq Global Market.

"Non-Disclosure Agreements" means each of those certain letter agreements between CPLP and each of the Purchasers related to the offering and sale of the Purchased Units.

"Original Class B Basic Documents" means, collectively, the Subscription Agreements, dated as of May 11, 2012, and June 6, 2012, by and among CPLP and each of the purchasers set forth on each such agreement's Schedule A, the Second Amendment, dated as of May 22, 2012, to the Partnership Agreement, the Registration Rights Agreement, dated as of May 22, 2012, by and among CPLP and each of the purchasers set forth on Schedule A thereto, the Registration Rights Agreement, dated as of June 6, 2012, by and among CPLP and Salient Midstream & MLP Fund, and any and all other agreements or instruments executed and delivered by the parties in connection with such purchasers' acquisition of Class B Units on May 22, 2012, or June 6, 2012, as the case may be, or any amendments, supplements, continuations or modifications thereto.

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of CPLP dated February 22, 2010, as amended from time to time, including by the Class B Amendments.

"Partnership Related Party" has the meaning set forth in Section 6.02.

"Partnership Securities" means any class or series of equity interest in CPLP (but excluding any options, rights, warrants and appreciation rights relating to an equity interest in CPLP), including Common Units, Class B Units, Subordinated Units and Incentive Distribution Rights (as defined in the Partnership Agreement).

"Permits" means, with respect to CPLP or any of its Subsidiaries, any licenses, permits, variances, consents, authorizations, waivers, grants, franchises, concessions, exemptions, orders, registrations and approvals of Governmental Authorities or other Persons necessary for the ownership, leasing, operation, occupancy or use of its Properties or the conduct of its businesses as currently conducted or proposed to be conducted.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Purchase Price" means, with respect to a particular Purchaser, the First Tranche Purchase Price plus the Second Tranche Purchase Price.

"Purchased Units" means, with respect to each Purchaser, the First Tranche Purchased Units and the Second Tranche Purchased Units, as applicable.

"Purchaser Related Party" has the meaning set forth in Section 6.01.

"Purchasers" has the meaning set forth in the Preamble.

"Qualified Shareholder" has the meaning set forth in Section 5.07.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the First Tranche Closing Date, between CPLP and the Purchasers named therein.

"Representatives" of any Person means the officers, directors, managers, employees, agents, counsel, accountants, investment bankers and other representatives of such Person.

"Revolving $350.0 Million Credit Facility" means the Loan Agreement dated March 19, 2008 by and between Capital Product Partners L.P. as Borrower, the banks and financial institutions listed in Schedule 1 thereto as Lenders, HSH Nordbank AG as Swap Bank, HSH Nordbank AG as Bookrunner, HSH Nordbank AG as Mandated Lead Arranger, Facility Agent and Security Trustee and DnB Nor Bank ASA as Co-arranger, as supplemented by the First Supplemental Agreement to the Revolving $350.0 Million Credit Facility dated October 2, 2009, the Second Supplemental Agreement to the Revolving $350.0 Million Credit Facility dated July 20, 2010, the Third Supplemental Agreement to the Revolving $350.0 Million Credit Facility dated May 21, 2012 and the Fourth Supplemental Agreement to the Revolving $350.0 Million Credit Facility dated December 21, 2012.

"Revolving $370.0 Million Credit Facility" means the Loan Agreement dated March 22, 2007, by and between Capital Product Partners L.P. as Borrower, the banks and financial institutions listed in Schedule 1 thereto as Lenders, HSH Nordbank AG as Swap Bank, HSH Nordbank AG as Bookrunner and HSH Nordbank AG as Agent and Security Trustee, as supplemented by the First Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated September 19, 2008, the Second Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated July 11, 2008, the Third Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated April 7, 2009, the Fourth Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated April 8, 2009, the Fifth Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated October 2, 2009, the Sixth Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated July 30, 2010, the Seventh Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated November 30, 2010, the Eighth Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated December 23, 2011, and the Ninth Supplemental Agreement to the Revolving $370.0 Million Credit Facility dated May 21, 2012.

"Second Tranche Closing" shall have the meaning specified in Section 2.02.

"Second Tranche Closing Date" shall have the meaning specified in Section 2.02.

"Second Tranche Purchase Price" means, with respect to a particular Purchaser, the monetary commitment amount equal to the product of the number of Second Tranche Purchased Units for such Purchaser, multiplied by the Class B Unit Price, as set forth under the heading "Second Tranche" on Schedule A hereto.

"Second Tranche Purchased Units" means with respect to each Purchaser, the number of Class B Units as set forth opposite such Purchaser's name under the heading "Second Tranche" on Schedule A hereto.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Subordinated Units" means the subordinated units representing limited partner interests in CPLP.

"Subsidiary" means, as to any Person, any corporation or other entity of which: (i) such Person or a Subsidiary of such Person is a general partner or manager; (ii) at least a majority of the outstanding equity interest having by the terms thereof ordinary voting power to elect a majority of the board of directors or similar governing body of such corporation or other entity (irrespective of whether or not at the time any equity interest of any other class or classes of such corporation or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more of its Subsidiaries; or (iii) any corporation or other entity as to which such Person consolidates for accounting purposes.

"Term Loan Facility" means the Loan Agreement dated June 9, 2011, by and between Capital Product Partners L.P. as borrower and Emporiki Bank of Greece S.A. as lender, as supplemented by the Supplemental Letter to the $25.0 million Term Loan Facility dated May 21, 2012.

"Unitholders" means the unitholders of CPLP.

Section 1.02 Accounting Procedures and Interpretation

Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all determinations with respect to accounting matters hereunder shall be made in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and in compliance as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto.

ARTICLE II
AGREEMENT TO SELL AND PURCHASE

Section 2.01 Sale and Purchase

(a) Subject to the terms and conditions hereof, CPLP hereby agrees to issue and sell to each Purchaser and each Purchaser, severally and not jointly, hereby agrees to subscribe for and purchase from CPLP at each of the First Tranche Closing and the Second Tranche Closing, as applicable, the number of First Tranche Purchased Units or Second Tranche Purchased Units, respectively, as set forth on Schedule A opposite the name of such Purchaser, and each Purchaser agrees to pay CPLP the Class B Unit Price for each such Purchased Unit as set forth in Section 2.02(b) and Section 2.02(d) below.

(b) The amount per Class B Unit each Purchaser will pay to CPLP to purchase the Purchased Units (the "Class B Unit Price") hereunder shall be $8.25.

Section 2.02 Closing

(a) *First Tranche Closing*. Subject to the terms and conditions hereof, the consummation of the purchase and sale of the First Tranche Purchased Units hereunder (the "First Tranche Closing") shall take place at 9:00 AM on the date on which the First Tranche Purchased Units are delivered to the Purchasers by CPLP in accordance with Section 2.02(b), which is expected to be March 19, 2013 (the "First Tranche Closing Date"), one (1) day prior to the closing of the Acquisition of the first vessel, at the offices of Sullivan & Cromwell, LLP, 125 Broad Street, New York, New York 10004, or such other location as may be mutually agreed by the parties.

(b) *First Tranche Payment*. Payment for the First Tranche Purchased Units shall be made by the Purchasers to CPLP on the First Tranche Closing Date to the account designated by the wire transfer instructions set forth on Exhibit C. The First Tranche Purchased Units shall be delivered to the Purchasers on the First Tranche Closing Date.

(c) *Second Tranche Closing*. Subject to the terms and conditions hereof, the consummation of the purchase and sale of the Second Tranche Purchased Units hereunder (the "Second Tranche Closing" and, together with the First Tranche Closing, the "Closings") shall take place at 9:00 AM on the date on which the Second Tranche Purchased Units are delivered to the Purchasers by CPLP in accordance with Section 2.02(d), which is expected to be March 26, 2013 (the "Second Tranche Closing Date" and, together with the First Tranche Closing Date, the "Closing Dates"), one (1) day prior to the closing of the Acquisition of the second vessel, at the offices of Sullivan & Cromwell, LLP, 125 Broad Street, New York, New York 10004, or such other location as may be mutually agreed by the parties.

(d) *Second Tranche Payment*. Payment for the Second Tranche Purchased Units shall be made by the Purchasers to CPLP on the Second Tranche Closing Date to the account designated by the wire transfer instructions set forth on Exhibit C. The Second Tranche Purchased Units shall be delivered to the Purchasers on the Second Tranche Closing Date.

Section 2.03 Mutual Conditions

The respective obligations of each party to consummate the purchase and issuance and sale of the Purchased Units shall be subject to the satisfaction on or prior to each of the Closing Dates of each of the following conditions (any or all of which may be waived by a particular party on behalf of itself in writing, in whole or in part, to the extent permitted by applicable Law):

(a) no Law shall have been enacted or promulgated, and no action shall have been taken, by any Governmental Authority of competent jurisdiction that temporarily, preliminarily or permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated hereby or makes the transactions contemplated hereby illegal; and

(b) there shall not be pending any suit, action or proceeding by any Governmental Authority seeking to restrain, preclude, enjoin or prohibit the transactions contemplated by this Agreement.

Section 2.04 The Purchasers' Conditions

The respective obligation of each Purchaser to consummate the purchase of its Purchased Units shall be subject to the satisfaction on or prior to each of the Closing Dates of each of the following conditions (any or all of which may be waived by a particular Purchaser on behalf of itself in writing with respect to its Purchased Units, in whole or in part, to the extent permitted by applicable Law):

(a) CPLP shall have performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by CPLP on or prior to the applicable Closing Date;

(b) The representations and warranties of CPLP contained in this Agreement that are qualified by materiality or a CPLP Material Adverse Effect shall be true and correct when made and as of each of the Closing Dates and all other representations and warranties of CPLP shall be true and correct in all material respects when made and as of each of the Closing Dates, in each case as though made at and as of each of the Closing Dates (except that representations made as of a specific date shall be required to be true and correct as of such date only);

(c) No notice of delisting from NASDAQ shall have been received by CPLP with respect to the Common Units, CPLP shall have undertaken to file with NASDAQ the proper form or other notification and required supporting documentation as soon as reasonably practicable following the Second Tranche Closing Date; provided, however, that if for any reason the Second Tranche Closing does not occur, CPLP shall have undertaken to file with NASDAQ the proper form or other notification and required supporting documentation relating to the First Tranche Closing as soon as reasonably practicable following March 29, 2013, and in either case, CPLP shall provide to NASDAQ any requested information relating to the Common Units underlying the Class B Units;

(d) The Third Amendment to the Partnership Agreement, in all material respects in the form attached as Exhibit A to this Agreement but with such additional modifications as shall be consented to by all Purchasers (such consent not to be unreasonably withheld), shall have been duly adopted and be in full force;

(e) CPLP shall have delivered, or caused to be delivered, to the Purchasers CPLP's closing deliveries described in Section 2.06, as applicable; and

(f) CPLP shall have received gross proceeds from this offering and sale of Class B Units in the amounts set forth on Schedule A hereto at the First Tranche Closing and the Second Tranche Closing, as applicable.

Section 2.05 CPLP's Conditions

The obligation of CPLP to consummate the sale of the Purchased Units to each Purchaser shall be subject to the satisfaction on or prior to the applicable Closing Date of each of the following conditions with respect to each Purchaser individually and not jointly (any or all of which may be waived by CPLP in writing, in whole or in part, to the extent permitted by applicable Law):

(a) the representations and warranties of such Purchaser contained in this Agreement that are qualified by materiality shall be true and correct when made and as of each of the Closing Dates and all other representations and warranties of such Purchaser shall be true and correct in all material respects when made and as of each of the Closing Dates (except that representations of such Purchaser made as of a specific date shall be required to be true and correct as of such date only); and

(b) such Purchaser shall have delivered, or caused to be delivered, to CPLP at each Closing such Purchaser's closing deliveries described in Section 2.07.

Section 2.06 CPLP Deliveries

Subject to the terms and conditions hereof, CPLP will deliver, or cause to be delivered, to each Purchaser:

(a) At each Closing, a certificate or certificates representing the First Tranche Purchased Units or Second Tranche Purchased Units, as applicable, or evidence that such Purchased Units have been issued in book entry form with the transfer agent, Computershare, in the name requested by such Purchaser (in each case, bearing the legend set forth in Section 4.09), and meeting the requirements of the Partnership Agreement, free and clear of any Liens, other than transfer restrictions under applicable federal and state securities laws;

(b) At the First Tranche Closing, copies of the Certificate of Limited Partnership of CPLP and of the Certificate of Formation of Capital GP L.L.C., each certified by the Registrar of Corporations of the Republic of The Marshall Islands as of a recent date;

(c) At the First Tranche Closing, a certificate of Goodstanding issued by the Registrar of Corporations of the Republic of The Marshall Islands, dated a recent date, to the effect that CPLP is in good standing;

(d) At the First Tranche Closing, an opinion addressed to the Purchasers from Watson, Farley & Williams (New York) LLP, dated as of the First Tranche Closing Date, in a form mutually agreed between the parties;

(e) At each Closing, a cross-receipt executed by CPLP and delivered to each Purchaser certifying that CPLP has received the First Tranche Purchase Price or Second Tranche Purchase Price, as applicable, with respect to such Purchaser as of each of the Closing Dates;

(f) At each Closing, opinions addressed to the Purchasers from Sullivan & Cromwell LLP, dated as of the First Tranche Closing Date or Second Tranche Closing Date, as applicable, in a form mutually agreed between the parties;

(g) At each Closing, a certificate, dated the First Tranche Closing Date or Second Tranche Closing Date, as applicable, and signed by the Chief Executive Officer and the Chief Financial Officer of Capital GP L.L.C., in his capacity as such, stating that:

(i) CPLP has performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by CPLP on or prior to such Closing Date;

(ii) The representations and warranties of CPLP contained in this Agreement that are qualified by materiality or CPLP Material Adverse Effect are true and correct as of such Closing Date, and all other representations and warranties of CPLP are true and correct in all material respects as of such Closing Date (except that representations and warranties made as of a specific date shall be required to be true and correct as of such date only); and

(iii) approximately $27.0 million has been or will be drawn on the Revolving $350.0 Million Credit Facility to fund the Acquisition of the first vessel or the second vessel, as applicable, in addition to any funds from CPLP's cash balances and the aggregate First Tranche Purchase Price or aggregate Second Tranche Purchase Price, as applicable, as set forth on Exhibit D, and such funds drawn on the Revolving $350.0 Million Credit Facility, such cash balances and such aggregate First Tranche Purchase Price or aggregate Second Tranche Purchase Price, as applicable, taken together, are sufficient to fund each Acquisition, and that each Acquisition is to close not later than one (1) day following the delivery by the Purchasers of the aggregate First Tranche Purchase Price or aggregate Second Tranche Purchase Price, as applicable;

(h) At each Closing, a certificate of a duly authorized officer of Capital GP L.L.C., on behalf of CPLP, certifying as to (1) the Certificate of Limited Partnership of CPLP, as amended, and the Partnership Agreement and (2) board resolutions authorizing (A) the execution and delivery of the Basic Documents and the consummation of the transactions contemplated thereby, including the issuance of the Purchased Units and the Common Units issuable upon conversion thereof and (B) the Acquisitions on substantially the terms set forth on Exhibit D; and

(i) At the First Tranche Closing, the Registration Rights Agreement in substantially the form attached hereto as Exhibit B relating to the Purchased Units, which shall have been duly executed by CPLP.

Section 2.07 Purchasers' Deliveries

Subject to the terms and conditions hereof, each Purchaser shall:

(a) at each Closing, have delivered, or cause to have been delivered, on the First Tranche Closing Date or the Second Tranche Closing Date, as applicable, payment of such Purchaser's First Tranche Purchase Price or Second Tranche Purchase Price, as applicable, by wire transfer of immediately available funds to the account designated by the transfer instructions set forth on Exhibit C;

(b) at each Closing, deliver or cause to be delivered to CPLP:

(i) A cross-receipt executed by each Purchaser and delivered to CPLP certifying that it has received its respective First Tranche Purchased Units or Second Tranche Purchase Units, as applicable, as of each Closing Date;

(ii) A certificate from each Purchaser, dated the First Tranche Closing Date or the Second Tranche Closing Date, as applicable, and signed by an appropriate officer of such Purchaser, in their capacities as such, stating that:

(A) Such Purchaser has performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by such Purchaser on or prior to such Closing Date;

(B) The representations and warranties of such Purchaser contained in this Agreement that are qualified by materiality are true and correct as of such Closing Date and all other representations and warranties of such Purchaser are true and correct in all material respects as of such Closing Date (except that representations and warranties made as of a specific date shall be required to be true and correct as of such date only); and

(iii) at the First Tranche Closing, the Registration Rights Agreement relating to the Purchased Units, which shall have been duly executed by each Purchaser.

Section 2.08 Independent Nature of Purchasers' Obligations and Rights

The obligations of each Purchaser under any Basic Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Basic Documents. The failure or waiver of performance under any Basic Document by any Purchaser does not excuse performance by any other Purchaser. Nothing contained herein or in any other Basic Document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Basic Document. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement or out of the other Basic Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF CPLP

CPLP represents and warrants to each Purchaser as follows:

Section 3.01 Existence

Each of CPLP and CPLP's Subsidiaries has been duly incorporated or formed, as the case may be, and is validly existing as a limited partnership, limited liability company or corporation, as applicable, and is in good standing under the Laws of its jurisdiction of formation or incorporation, as the case may be, has all requisite power and authority, and has all governmental licenses, authorizations, consents and approvals necessary, to own, lease, use or operate its respective Properties and to carry on its business as now being conducted, except where the failure to obtain such licenses, authorizations, consents and approvals would not reasonably be expected to have a CPLP Material Adverse Effect. None of CPLP nor any of its Subsidiaries are in default in the performance, observance or fulfillment of any provision of, in the case of CPLP, the Partnership Agreement or its Certificate of Limited Partnership or, in the case of any Subsidiary of CPLP, its respective certificate of incorporation, certification of formation, bylaws, limited liability company agreement or other similar organizational documents. Each of CPLP and its Subsidiaries is duly qualified or registered and in good standing as a foreign limited partnership, limited liability company or corporation, as applicable, and is authorized to do business in each jurisdiction in which the ownership or leasing of its respective Properties or the character of its respective operations makes such registration or qualification necessary, except where the failure to obtain such qualification, license, authorization or good standing would not reasonably be expected to have a CPLP Material Adverse Effect.

Section 3.02 Ownership of Subsidiaries

(a) All of the issued and outstanding equity interests of each of CPLP's Subsidiaries are owned, directly or indirectly, by CPLP free and clear of any Liens (except for such restrictions as may exist under applicable Law and except for such Liens as may be imposed under the CPLP Credit Facilities), and all such ownership interests have been duly authorized, validly issued and are fully paid (to the extent required by applicable Law or in the organizational documents of CPLP's Subsidiaries, as applicable) and non-assessable (except as such nonassessability may be affected by matters described in Sections 30, 41, 51 and 60 of the Marshall Islands LP Act and Sections 20, 31, 40 and 49 of the Marshall Islands LLC Act) and free of preemptive rights, with no personal liability attaching to the ownership thereof. Except as disclosed in the CPLP SEC Documents, neither CPLP nor any of its Subsidiaries owns any shares of capital stock or other securities of, or interest in, any other Person, or is obligated to make any capital contribution to or other investment in any other Person.

Section 3.03 Purchased Units, Capitalization and Valid Issuance

(a) The Purchased Units shall have those rights, preferences, privileges and restrictions governing the Class B Units as set forth in the Class B Amendments.

(b) The General Partner is the sole general partner of the CPLP and owns an ownership interest in the CPLP; such ownership interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns such ownership interest free and clear of any Liens.

(c) As of the date of this Agreement, the issued and outstanding limited partner interests of CPLP consist of 69,372,077 Common Units, 15,555,554 Class B Units and the Incentive Distribution Rights (as defined in the Partnership Agreement). The only issued and outstanding general partner interests of CPLP are the interests of the General Partner described in the Partnership Agreement. All outstanding Common Units, Class B Units and Incentive Distribution Rights and the limited partner interests represented thereby have been duly authorized and are validly issued and fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such nonassessability may be affected by matters described in Sections 30, 41, 51 and 60 of the Marshall Islands LP Act and the Partnership Agreement).

Section 3.04 No Convertible Securities, Options or Preemptive Rights

(a) No indebtedness having the right to vote (or convertible into or exchangeable for securities having the right to vote) on any matters on which Unitholders may vote is issued or outstanding. Except for the issued and outstanding Class B Units, there are no outstanding or authorized (i) options, warrants, preemptive rights, subscriptions, calls, or other rights, convertible or exchangeable securities, agreements, claims or commitments of any character obligating CPLP or any of its Subsidiaries to issue, transfer or sell any partnership interests or other equity interest in CPLP or any of its Subsidiaries or securities convertible into or exchangeable for such partnership interests or other equity interest, (ii) obligations of CPLP or any of its Subsidiaries to repurchase, redeem or otherwise acquire any partnership interests or equity interests of CPLP or any of its Subsidiaries or any such securities or agreements listed in clause (i) of this sentence or (iii) voting trusts or similar agreements to which CPLP or any of its Subsidiaries is a party with respect to the voting of the equity interests of CPLP or any of its Subsidiaries.

Section 3.05 Valid Issuance

(a) The offer and sale of the Purchased Units and the limited partner interests represented thereby, have been, or prior to each of the Closing Dates will be, duly authorized by CPLP pursuant to the Partnership Agreement and, when issued and delivered to such Purchaser against payment therefor in accordance with the terms of this Agreement, will be validly issued, fully paid (to the extent required by applicable law and the Partnership Agreement) and non-assessable (except as such nonassessability may be affected by matters described in Section 41 of the Marshall Islands LP Act) and will be free of any and all Liens and restrictions on transfer, other than restrictions on transfer under the Partnership Agreement or this Agreement and under applicable state and federal securities laws and other than Liens as are created by the Purchasers.

(b) CPLP's currently outstanding Common Units are quoted on NASDAQ and CPLP has not received any notice of delisting. The Class B Units will be issued in compliance with all applicable rules of NASDAQ.

(c) Prior to each of the Closing Dates, the Common Units issuable upon conversion of the Class B Units and any Common Units issuable in lieu of cash as liquidated damages under the Registration Rights Agreement, and the limited partner interests represented thereby, will, in each case when issued, be duly authorized by CPLP pursuant to the Partnership Agreement and, upon issuance in accordance with the terms of the Class B Units as reflected in the Class B Amendments, will be validly issued, fully paid (to the extent required by applicable law and the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 30, 41, 51 and 60 of the Marshall Islands LP Act) and will be free of any and all Liens and restrictions on transfer, other than restrictions on transfer under the Partnership Agreement or this Agreement and under applicable state securities laws and other than such Liens as are created by the Purchasers.

Section 3.06 CPLP SEC Documents

CPLP has timely filed with or furnished to the Commission all forms, registration statements, reports, schedules and statements required to be filed by it under the Exchange Act or the Securities Act (all such documents, collectively, the "CPLP SEC Documents"). The CPLP SEC Documents, including, without limitation, any audited or unaudited financial statements and any notes thereto or schedules included therein (the "CPLP Financial Statements"), at the time filed or furnished (in the case of registration statements, solely on the dates of effectiveness) (except to the extent corrected by a subsequently filed CPLP SEC Document filed prior to the date hereof) (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein (in light of the circumstances under which they were made) not misleading, (b) complied as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as applicable, (c) complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, (d) in the case of the CPLP Financial Statements, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), and (e) in the case of the CPLP Financial Statements, fairly present (subject in the case of unaudited statements to normal, recurring and year-end audit adjustments) in all material respects the consolidated financial position of CPLP and its Subsidiaries as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended. Deloitte Hadjipavlou, Sofianos & Cambanis S.A. is an independent registered public accounting firm with respect to CPLP and the General Partner and has not resigned or been dismissed as independent registered public accountants of CPLP as a result of or in connection with any disagreement with CPLP on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

Section 3.07 No Material Adverse Change

Except as set forth in or contemplated by the CPLP SEC Documents filed with or furnished to the Commission on or prior to the date hereof, since the date of CPLP's most recent Form 20-F filing with the Commission, there has been no (a) change that has had or would reasonably be expected to have a CPLP Material Adverse Effect, (b) disposition of any material asset, otherwise than for fair value in the ordinary course of business or (c) material change in CPLP's accounting principles, practices or methods.

Section 3.08 Litigation

Except as set forth in the CPLP SEC Documents, there is no action, suit, or proceeding pending (including any investigation, litigation or inquiry) to which any Capital Entity is a party or, to CPLP's knowledge, threatened against or affecting any of the Capital Entities or any of their respective officers, directors, properties or assets, that (a) affects the validity of the Basic Documents or the right of any Capital Entity to enter into any of the Basic Documents or to consummate the transactions contemplated hereby or thereby or (b) would reasonably be expected to result in, individually or in the aggregate, a CPLP Material Adverse Effect.

Section 3.09 No Conflicts

The execution, delivery and performance by the Capital Entities of the Basic Documents to which they are parties and compliance by the Capital Entities with the terms and provisions hereof and thereof, and the issuance and sale by CPLP of the Purchased Units and the application of the proceeds therefrom, do not and will not (a) with respect to securities laws, assuming the accuracy of the representations and warranties of the Purchasers contained herein and their compliance with the covenants contained herein, and with respect to other Laws, will not violate any provision of any Law or Permit having applicability to the Capital Entities or any of their respective Properties, (b) conflict with, result in or constitute a violation of the partnership agreement, limited liability company agreement, certificate of formation or conversion, certificate or articles of incorporation, bylaws or other constituent document of any of the Capital Entities, (c) require any consent, approval or notice under or result in a violation or breach of or constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the Capital Entities is a party or by which any of them or any of their respective properties may be bound, or (d) result in or require the creation or imposition of any Lien upon any property or assets of any of the Capital Entities except in the cases of clauses (a), (c) and (d) where any such conflict, violation, default, breach, termination, cancellation, failure to receive consent, approval or notice, or acceleration with respect to the foregoing provisions of this Section 3.09 would not be, individually or in the aggregate, reasonably likely to result in a CPLP Material Adverse Effect.

Section 3.10 Authority, Enforceability

Each Capital Entity has all necessary power and authority to issue, sell and deliver the Purchased Units, in accordance with and upon the terms and conditions set forth in this Agreement and the Partnership Agreement. Each Capital Entity has all requisite power and authority to execute, deliver and perform its obligations under the Basic Documents to which it is a party and to consummate the transactions contemplated thereby, and the execution, delivery and performance by each Capital Entity of the Basic Documents to which it is a party, have been duly authorized by all necessary action on the part of such Capital Entity; and the Basic Documents constitute the legal, valid and binding obligations of the Capital Entities to which each is a party, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith.

Section 3.11 Compliance with Laws

Neither CPLP nor any of its Subsidiaries is in violation of any judgment, decree or order or any Law applicable to CPLP or its Subsidiaries, except as would not, individually or in the aggregate, have a CPLP Material Adverse Effect. CPLP and its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not have, individually or in the aggregate, a CPLP Material Adverse Effect, and neither CPLP nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit, except where such potential revocation or modification would not have, individually or in the aggregate, a CPLP Material Adverse Effect.

Section 3.12 Approvals

No approval from the holders of outstanding Common Units is required under the Partnership Agreement or the rules of NASDAQ in connection with CPLP's issuance and sale of the Purchased Units to the Purchasers. Except for the approvals required by the Commission in connection with any registration statement filed under the Registration Rights Agreement, and for approvals that have already been obtained, no authorization, consent, approval, waiver, license, qualification or written exemption from, nor any filing, declaration, qualification or registration with, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by any Capital Entity of any of the Basic Documents to which it is a party, except where the failure to receive such authorization, consent, approval, waiver, license, qualification or written exemption from, or to make such filing, declaration, qualification or registration would not, individually or in the aggregate, reasonably be expected to have a CPLP Material Adverse Effect.

Section 3.13 Certain Fees

Except for the fees payable to Evercore Group L.L.C. and to Pareto Securities Inc., no fees or commissions are or will be payable by CPLP to brokers, finders, or investment bankers with respect to the sale of any of the Purchased Units or the consummation of the transactions contemplated by this Agreement.

Section 3.14 Registration Rights

Neither the execution of this Agreement, the issuance of the Purchased Units as contemplated by this Agreement nor the conversion of the Purchased Units into Common Units gives rise to any rights for or relating to the registration of any Partnership Securities, other than as have been waived.

Section 3.15 No Registration

Assuming the accuracy of the representations and warranties of each Purchaser contained in Section 4.05, the issuance and sale of the Purchased Units pursuant to this Agreement is exempt from registration requirements of the Securities Act, and neither CPLP nor, to the knowledge of CPLP, any authorized Representative acting on its behalf has taken or will take any action hereafter that would cause the loss of such exemption. Except as contemplated by this Agreement, the Partnership Agreement, the Registration Rights Agreement and the Original Class B Basic Documents, there are no contracts, agreements or understandings between CPLP and any Person granting such Person the right to require CPLP to file a registration statement under the Securities Act with respect to any securities of CPLP or to require CPLP to include such securities in any securities registered or to be registered pursuant to any registration statement filed by or required to be filed by CPLP under the Securities Act.

Section 3.16 Tax Matters

CPLP is treated as a corporation for purposes of the Internal Revenue Code of 1986, as amended (the "Code"). Based on its current methods of operation, CPLP believes that it is not a "passive foreign investment company" within the meaning of Section 1297 of the Code.

Section 3.17 Investment Company Status

CPLP is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 3.18 No Side Agreements

There are no agreements by, among or between CPLP or any of its Affiliates, on the one hand, and any Purchaser or any of its Affiliates, on the other hand, with respect to the transactions contemplated hereby other than the Basic Documents, nor promises or inducements for future transactions between or among any such parties.

Section 3.19 Form F-3 Eligibility

As of the date hereof, the CPLP has been, since the time of filing its most recent Form F-3 Registration Statement, and continues to be, eligible to use Form F-3.

Section 3.20 No Integration

Neither CPLP nor any of its Subsidiaries have, directly or indirectly through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any "security" (as defined in the Securities Act) that is or will be integrated with the sale of the Purchased Units in a manner that would require registration under the Securities Act.

Section 3.21 Insurance

CPLP and its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged. CPLP does not have any reason to believe that it or any of its Subsidiaries will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business.

Section 3.22 Internal Accounting Controls

CPLP and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. CPLP is not aware of any failures of such internal accounting controls.

Section 3.23 Terms of Class B Units

No approvals are required by NASDAQ, the Partnership Agreement or applicable Law to approve the conversion of Class B Units into Common Units except for such approvals as have been obtained or will be obtained as promptly as practicable following each Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each Purchaser, severally and not jointly, hereby represents and warrants to CPLP that:

Section 4.01 Existence

Such Purchaser is duly organized and validly existing and in good standing under the Laws of its jurisdiction of formation, with all necessary power and authority to own properties and to conduct its business as currently conducted.

Section 4.02 Authorization, Enforceability

Such Purchaser has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance by such Purchaser of this Agreement has been duly authorized by all necessary action on the part of the Purchaser. This Agreement constitutes the legal, valid and binding obligations of such Purchaser, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith.

Section 4.03 No Breach

The execution, delivery and performance of this Agreement by such Purchaser and the consummation by such Purchaser of the transactions contemplated hereby will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material agreement to which such Purchaser is a party or by which the Purchaser is bound or to which any of the property or assets of such Purchaser is subject, (b) conflict with or result in any violation of the provisions of the organizational documents of such Purchaser, or (c) violate any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over such Purchaser or the property or assets of such Purchaser, except in the cases of clauses (a) and (c), for such conflicts, breaches, violations or defaults as would not prevent the consummation of the transactions contemplated by this Agreement.

Section 4.04 Certain Fees

No fees or commissions are or will be payable by such Purchaser to brokers, finders, or investment bankers with respect to the purchase of any of the Purchased Units or the consummation of the transactions contemplated by this Agreement.

Section 4.05 Investment

The Purchased Units are being acquired for such Purchaser's own account or the account of clients for whom it exercises investment discretion, not as a nominee or agent, and with no intention of distributing the Purchased Units or any part thereof, and such Purchaser has no present intention of selling or granting any participation in or otherwise distributing the same in any transaction in violation of the securities laws of the United States or any state, without prejudice, however, to such Purchaser's right at all times to sell or otherwise dispose of all or any part of the Purchased Units under a registration statement under the Securities Act and applicable state securities laws or under an exemption from such registration available thereunder (including, without limitation, if available, Rule 144 promulgated thereunder). If such Purchaser should in the future decide to dispose of any of the Purchased Units, such Purchaser understands and agrees (a) that it may do so only in compliance with the Securities Act and applicable state securities law, as then in effect, which may include a sale contemplated by any registration statement pursuant to which such securities are being offered, and (b) that stop-transfer instructions to that effect will be in effect with respect to such securities.

Section 4.06 Nature of Purchasers

Such Purchaser represents and warrants to, and covenants and agrees with, CPLP that, (a) it is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated by the Commission pursuant to the Securities Act and (b) by reason of its business and financial experience it has such knowledge, sophistication and experience in making similar investments and in business and financial matters generally so as to be capable of evaluating the merits and risks of the prospective investment in the Purchased Units, is able to bear the economic risk of such investment and, at the present time, would be able to afford a complete loss of such investment.

Section 4.07 Receipt of Information; Authorization

Such Purchaser acknowledges that it has (a) had access to CPLP SEC Documents and (b) been provided a reasonable opportunity to ask questions of and receive answers from Representatives of CPLP regarding such matters.

Section 4.08 Restricted Securities

Such Purchaser understands that the Purchased Units it is purchasing are characterized as "restricted securities" under the federal securities Laws inasmuch as they are being acquired from CPLP in a transaction not involving a public offering and that under such Laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, such Purchaser represents that it is knowledgeable with respect to Rule 144 and Regulation S of the Commission promulgated under the Securities Act.

Section 4.09 Legend

It is understood that the certificates evidencing the Purchased Units or, upon conversion to Common Units, the book-entry account maintained by the transfer agent evidencing such Common Units, as applicable, will bear the following legend: "These securities have not been registered with the Securities and Exchange Commission or the securities commission of any state in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") and are subject to the terms of the Second Amended and Restated Limited Partnership Agreement of Capital Product Partners L.P., as amended. The holder of this security acknowledges for the benefit of Capital Product Partners L.P. that this security may not be sold, offered, resold, pledged or otherwise transferred if such transfer would (a) violate the then applicable securities laws or rules and regulations of the Securities and Exchange Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer or (b) cause Capital Product Partners L.P. to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed). Capital GP L.L.C., the general partner of Capital Product Partners L.P., may impose additional restrictions on the transfer of this security if it receives an opinion of counsel that such restrictions are necessary to avoid a significant risk of Capital Product Partners L.P. becoming taxable as a corporation or otherwise becoming taxable as an entity for federal income tax purposes (to the extent not already so treated or taxed). The restrictions set forth above shall not preclude the settlement of any transactions involving this security entered into through the facilities of any national securities exchange on which this security is listed or admitted to trading."

ARTICLE V
COVENANTS

Section 5.01 Taking of Necessary Action

Each of the parties hereto shall use its commercially reasonable efforts promptly to take or cause to be taken all action and promptly to do or cause to be done all things necessary, proper or advisable under applicable Law and regulations to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, CPLP and each Purchaser shall use its commercially reasonable effort to make all filings and obtain all consents of Governmental Authorities that may be necessary or, in the reasonable opinion of the other parties, as the case may be, advisable for the consummation of the transactions contemplated by the Basic Documents.

Section 5.02 Other Actions

CPLP shall (i) cause the Third Amendment to the Partnership Agreement, in all material respects in the form attached to this Agreement as Exhibit A, to be adopted immediately prior to the First Tranche Closing and (ii) file with NASDAQ as soon as reasonably practicable following the Second Tranche Closing Date the proper form or other additional listing notification and required supporting documentation; provided, however, that if for any reason the Second Tranche Closing does not occur, CPLP shall file with NASDAQ the proper form or other additional listing notification and required supporting documentation relating to the First Tranche Closing as soon as reasonably practicable following March 29, 2013, and in either case, to provide to NASDAQ any requested information, relating to the Common Units underlying the Class B Units.

Section 5.03 Payment and Expenses

CPLP hereby agrees to pay, on behalf of the Purchasers, upon demand, counsel to the Purchasers up to an aggregate amount of $30,000 for reasonable fees and expenses incurred in connection with (i) the review of, negotiation of and preparation of comments to the Basic Documents and (ii) the closing of the sale and delivery of the Purchased Units. Any legal fees in excess of $30,000 shall be paid pro rata by all the Purchasers in proportion to the aggregate number of Purchased Units purchased by each.

Section 5.04 Use of Proceeds

CPLP will use the proceeds from the sale of the First Tranche Purchased Units to partially fund the Acquisition of the first vessel, which shall occur on the terms set forth on Exhibit D. CPLP will use the proceeds from the sale of the Second Tranche Purchased Units to partially fund the Acquisition of the second vessel, which shall occur on the terms set forth on Exhibit D. If CPLP has not closed each of the Acquisitions within one (1) Business Day of the date the First Tranche Purchase Price or the Second Tranche Purchase Price, as applicable, is delivered in connection with Section 2.02(b) and (d), as applicable, then the First Tranche Purchase Price or the Second Tranche Purchase Price, as applicable, paid by each Purchaser to CPLP shall be returned by CPLP to each such Purchaser in exchange for their First Tranche Purchased Units or Second Tranche Purchased Units, as applicable, within two Business Days of such date.

Section 5.05 Non-Disclosure; Interim Public Filings

Within four (4) days following each Closing Date, CPLP shall file a Current Report on Form 6-K with the Commission (the "6-K Filing") describing the terms of the transactions contemplated by the Basic Documents and the applicable Acquisition, and including as exhibits to such 6-K Filing the Basic Documents in the form required by the Exchange Act.

Section 5.06 Corporate Status

CPLP shall not file any election or take other action that would change its status as a corporation for purposes of the Code without the prior written consent of the holders of a majority of the Class B Units.

Section 5.07 Qualified Shareholder Status

Each Purchaser agrees that it will, if requested by the General Partner, inform the General Partner as to whether the Purchaser is a "qualified shareholder" as defined in the U.S. Treasury Department regulations promulgated under Section 883 of the Code (a "Qualified Shareholder"), and, if the Purchaser is a Qualified Shareholder, provide documentation in the manner set forth under such U.S. Treasury Department regulations sufficient for CPLP to substantiate the status of such Purchaser as a Qualified Shareholder. For further certainty, a Purchaser will have no obligation to provide any information regarding whether the direct or indirect owners of interests in the Purchaser are Qualified Shareholders.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Indemnification by CPLP

CPLP agrees to indemnify each Purchaser and its Representatives (each a "Purchaser Related Party") from, and hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation or inquiries), demands, and causes of action, costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, and, in connection therewith, and promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of CPLP contained herein or in any certification contained in CPLP's certificate delivered pursuant to Section 2.06; provided, that such claim for indemnification relating to a breach of the representations or warranties is made prior to the expiration of such representations or warranties to the extent applicable; and provided, further, that with respect to third-party claims, no Purchaser or Purchaser Related Party shall be entitled to recover special, consequential (including lost profits or diminution in value) or punitive damages under this Section 6.01; and provided, further, that the liability of CPLP under this Agreement shall not be greater in amount than the aggregate Purchase Price paid by the Purchasers. Furthermore, CPLP agrees that it will indemnify and hold harmless each Purchaser and each Purchaser Related Party from and against any and all claims, demands or liabilities for broker's, finder's, placement or other similar fees or commissions incurred by CPLP in connection with the sale of any of the Purchased Units and the consummation of the transactions contemplated by this Agreement.

Section 6.02 Indemnification by Purchasers

Each Purchaser agrees, severally and not jointly, to indemnify CPLP, the General Partner and their respective Representatives (each a "Partnership Related Party") from, and hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation or inquiries), demands, and causes of action, and, in connection therewith, and promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of such Purchaser contained herein; provided, that such claim for indemnification relating to a breach of the representations and warranties is made prior to the expiration of such representations and warranties; and provided, further, that the liability of any Purchaser shall not be greater in amount than the aggregate Purchase Price paid by such Purchaser; and provided, further, that no Partnership Related Party shall be entitled to recover special, consequential or punitive damages.

Section 6.03 Indemnification Procedure

Promptly after any Partnership Related Party or Purchaser Related Party (hereinafter, the "Indemnified Party") has received notice of any indemnifiable claim hereunder, or the commencement of any action, suit or proceeding by a third person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the indemnitor hereunder (the "Indemnifying Party") written notice of such claim or the commencement of such action, suit or proceeding, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include, but shall not be limited to, furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; provided, however, that the Indemnified Party shall be entitled (i) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (ii) if (A) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (B) the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, and does not include any admission of wrongdoing or malfeasance by, the Indemnified Party. The remedies provided for in this Article VI are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Interpretation and Survival of Provisions

Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any party has an obligation under the Basic Documents, the expense of complying with that obligation shall be an expense of such party unless otherwise specified. Whenever any determination, consent, or approval is to be made or given by the Purchasers, such action shall be in such Purchaser's sole discretion unless otherwise specified in this Agreement. If any provision in the Basic Documents is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and the Basic Documents shall be construed and enforced as if such illegal, invalid, not binding, or unenforceable provision had never comprised a part of the Basic Documents, and the remaining provisions shall remain in full force and effect. The Basic Documents have been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter.

Section 7.02 Survival of Provisions

The representations and warranties set forth in Sections 3.01, 3.03, 3.05, 3.10, 3.12, 3.13, 3.14, 3.17, 3.18, 3.23, 4.01, 4.02, 4.04, 4.05, 4.06, 4.07, 4.08, and 4.09 hereunder shall survive the execution and delivery of this Agreement indefinitely, and the other representations and warranties set forth herein shall survive for a period of twelve (12) months following the Second Tranche Closing Date regardless of any investigation made by or on behalf of CPLP or the Purchasers. The covenants made in this Agreement or any other Basic Document shall survive the Closing of the transactions described herein and remain operative and in full force and effect regardless of acceptance of any of the Purchased Units and payment therefor and repayment, conversion, exercise or repurchase thereof.

Section 7.03 No Waiver; Modifications in Writing

(a) *Delay*. No failure or delay on the part of any party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

(b) *Specific Waiver and Amendment*. Except as otherwise provided herein, no amendment, waiver, consent, modification or termination of any provision of this Agreement or any other Basic Document (except in the case of the Partnership Agreement, as amended by the Class B Amendments, for amendments adopted pursuant to the terms thereof) shall be effective unless signed by each of the parties hereto or thereto affected by such amendment, waiver, consent, modification, or termination. Any amendment, supplement or modification of or to any provision of this Agreement or any other Basic Document, any waiver of any provision of this Agreement or any other Basic Document, and any consent to any departure by CPLP from the terms of any provision of this Agreement or any other Basic Document shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on CPLP in any case shall entitle CPLP to any other or further notice or demand in similar or other circumstances.

Section 7.04 Binding Effect; Assignment

(a) *Binding Effect*. This Agreement shall be binding upon CPLP, each Purchaser, and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

(b) *Assignment of Purchased Units*. All or any portion of Purchased Units purchased pursuant to this Agreement may be sold, assigned or pledged by such Purchaser, subject to compliance with Section 4.05, Section 4.06, the Registration Rights Agreement and applicable securities laws.

(c) *Assignment of Rights*. All or any portion of the rights and obligations of each Purchaser under this Agreement may be transferred by such Purchaser to any Affiliate of such Purchaser without the consent of CPLP. Notwithstanding the foregoing, no transfer of rights may take place pursuant to this Section 7.04(c) unless the transferee executes a joinder agreement and expressly agrees to be bound by the terms of the Basic Documents. Schedule A and Schedule B to this Agreement will be updated to reflect the transferee information.

Section 7.05 Non-Disclosure

Notwithstanding anything herein to the contrary, the Non-Disclosure Agreements shall remain in full force and effect in accordance with their terms regardless of any termination of this Agreement. Other than the Form 6-K to be filed in connection with this Agreement, CPLP, the General Partner, their respective Subsidiaries and any of their respective Representatives shall disclose the identity of, or any other information concerning, any Purchaser or any of its Affiliates only after providing such Purchaser a reasonable opportunity to review and comment on such disclosure; provided, however, that nothing in this Section 7.05 shall delay any required filing or other disclosure with the Commission, NASDAQ or any Governmental Authority or otherwise hinder CPLP, the General Partner, their respective Subsidiaries or their Representatives' ability to timely comply with all laws or rules and regulations of the Commission, NASDAQ or other Governmental Authority.

Section 7.06 Communications

All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, electronic mail, air courier guaranteeing overnight delivery or personal delivery to the following addresses:

If to the Purchasers:

To the respective address listed on Schedule B hereof

with a copy to:

Baker Botts L.L.P.
98 San Jacinto Blvd., Suite 1500
Austin, Texas 78701
Attention: Laura L. Tyson
Facsimile: (512) 322-8377
Email: laura.tyson@bakerbotts.com

If to CPLP:

Capital Product Partners L.P.
c/o Capital Ship Management Corp.
3 Iassonos Street
Piraeus 18537 Greece
Facsimile: +30 210 428 4879
Attn: Ioannis E. Lazaridis
Email: i.lazaridis@capitalpplp.com

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Jay Clayton
Facsimile: (212) 291-9026
Email: claytonwj@sullcrom.com

or to such other address as CPLP or such Purchaser may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; at the time of transmittal, if sent via electronic mail; upon actual receipt if sent by certified mail, return receipt requested, or regular mail, if mailed; when receipt is acknowledged, if sent via facsimile; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 7.07 Removal of Legend

In connection with a sale by a Purchaser in reliance on Rule 144 of (a) any of the Class B Units, (b) the Common Units issued upon conversion of the Class B Units, or (c) any Common Units issued as a distribution on the Class B Units, the applicable Purchaser or its broker shall deliver to the transfer agent and CPLP a customary broker representation letter providing to the transfer agent and CPLP any information CPLP deems reasonably necessary to determine that the sale of the Class B Units or Common Units, as applicable, is made in compliance with Rule 144, including, as may be appropriate, a certification that the Purchaser is not an Affiliate of CPLP and regarding the length of time the Class B Units and/or the Common Units, as applicable, have been held. Upon receipt of such representation letter, CPLP shall promptly direct its transfer agent to remove the notation of a restrictive legend in such Purchaser's certificates evidencing the Class B Units or the book-entry account maintained by the transfer agent, including the legend referred to in Section 4.09, and CPLP shall bear all costs associated therewith. After a registration statement under the Securities Act permitting the public resale of the Common Units issued upon conversion of the Class B Units has become effective or any Purchaser or its permitted assigns have held the Class B Units and/or the Common Units for at least one year, if the certificate evidencing such Class B Units or Common Units issued upon conversion thereof or as a distribution or the book-entry account with the transfer agent of such Class B Units or Common Units, as applicable, still bears the notation of the restrictive legend referred to in Section 4.09, CPLP agrees, upon request of the Purchaser or permitted assignee, to take all steps necessary to promptly effect the removal of the legend described in Section 4.09 from the Class B Units or the Common Units, as applicable, and CPLP shall bear all costs associated therewith, regardless of whether the request is made in connection with a sale or otherwise, so long as such Purchaser or its permitted assigns provide to CPLP any information CPLP deems reasonably necessary to determine that the legend is no longer required under the Securities Act or applicable state laws, including (if there is no such registration statement) a certification that the holder is not an Affiliate of CPLP and regarding the length of time the Class B Units and/or the Common Units have been held. Assuming the registration statement is effective or the Class B Units and/or Common Units have been held for greater than one year, whether held in certificated form or in book entry with the transfer agent, CPLP agrees that upon request, it shall cooperate with the Purchasers to ensure that the Purchased Units or the Common Units issued upon conversion thereof or as a distribution are moved to such Purchaser's DTC brokerage account according to the instructions provided by such Purchaser.

Section 7.08 Entire Agreement

This Agreement, the other Basic Documents and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or in the other Basic Documents with respect to the rights granted by CPLP or any of its Affiliates or the Purchasers or any of their Affiliates set forth herein or therein. This Agreement, the other Basic Documents and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 7.09 Governing Law

This Agreement will be construed in accordance with and governed by the laws of the State of New York.

Section 7.10 Execution in Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 7.11 Termination

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time at or prior to either of the Closings by the written consent of the Purchasers representing a majority of the aggregate Purchase Price, (i) upon a CPLP Material Adverse Effect or (ii) upon a breach in any material respect by CPLP of any covenant or agreement set forth in this Agreement.

(b) Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate with respect to the First Tranche Purchased Units to be purchased at the First Tranche Closing, if at any time at or prior to the First Tranche Closing:

(i) a statute, rule, order, decree or regulation shall have been enacted or promulgated, or if any action shall have been taken by any Governmental Authority of competent jurisdiction that permanently restrains, permanently precludes, permanently enjoins or otherwise permanently prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal; or

(ii) the First Tranche Closing shall not have occurred on or before March 29, 2013.

(c) Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate with respect to the Second Tranche Purchased Units to be purchased at the Second Tranche Closing, if at any time at or prior to the Second Tranche Closing:

(i) a statute, rule, order, decree or regulation shall have been enacted or promulgated, or if any action shall have been taken by any Governmental Authority of competent jurisdiction that permanently restrains, permanently precludes, permanently enjoins or otherwise permanently prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal; or

(ii) the Second Tranche Closing shall not have occurred on or before March 29, 2013.

(d) In the event of the termination of this Agreement as provided in this Section 7.11, this Agreement shall forthwith become null and void. In the event of such termination, there shall be no liability on the part of any party hereto, except as set forth in Article VI of this Agreement; provided, that nothing herein shall relieve any party from any liability or obligation with respect to any willful or intentional breach of this Agreement.

Section 7.12 Recapitalization, Exchanges, Etc. Affecting the Purchased Units

The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all equity interests of CPLP or any successor or assign of CPLP (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for or in substitution of, the Purchased Units, and shall be appropriately adjusted for combinations, recapitalizations and the like occurring after the date of this Agreement.

Section 7.13 Third Party Beneficiaries

Nothing contained in this Agreement, expressed or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than CPLP and the Purchasers.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

CAPITAL PRODUCT PARTNERS L.P.

By: /s/ Ioannis E. Lazaridis
Name: Ioannis E. Lazaridis
Title: Authorized Person

KAYNE ANDERSON MLP INVESTMENT COMPANY

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker
James C. Baker
Managing Director

KAYNE ANDERSON ENERGY DEVELOPMENT COMPANY

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker
James C. Baker
Managing Director

KAYNE ANDERSON MIDSTREAM/ENERGY FUND, INC.

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker
James C. Baker
Managing Director

CAPITAL MARITIME & TRADING CORP.

By: /s/ Ioannis E. Lazaridis
Ioannis E. Lazaridis
Authorized Person

Signature Page to Class B Convertible Preferred Unit Subscription Agreement

OAKTREE VALUE OPPORTUNITIES FUND, L.P.

By: Oaktree Value Opportunities Fund GP, L.P., its General Partner

By: Oaktree Value Opportunities Fund GP Ltd., its General Partner

By: Oaktree Capital Management, L.P., its Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Jennifer Box
Name: Jennifer Box
Title: Senior Vice President

OAKTREE FF INVESTMENT FUND, L.P. - CLASS F

By: Oaktree FF Investment Fund GP, L.P., its General Partner

By: Oaktree FF Investment Fund GP Ltd., its General Partner

By: Oaktree Capital Management, L.P., its Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Jennifer Box
Name: Jennifer Box
Title: Senior Vice President

OAKTREE - TCDRS Strategic Credit, LLC

By: Oaktree Capital Management, L.P., its Manager

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Jennifer Box
Name: Jennifer Box
Title: Senior Vice President

Schedule A – List of Purchasers and Commitment Amounts

First Tranche

Purchaser	First Tranche Purchased Units	First Tranche Purchase Price
Kayne Anderson MLP Investment Company	1,515,152	$12,500,004.00
Kayne Anderson Energy Development Company	303,031	$2,500,005.75
Kayne Anderson Midstream/Energy Fund, Inc.	303,031	$2,500,005.75
Capital Maritime & Trading Corp.	307,576	$2,537,502.00
Oaktree Value Opportunities Fund, L.P.	909,091	$7,500,000.75
Oaktree FF Investment Fund, L.P. - Class F	866,667	$7,150,002.75
Oaktree - TCDRS Strategic Credit, LLC	345,455	$2,850,003.75
Total	**4,550,003**	**$37,537,524.75**

Second Tranche

Purchaser	Second Tranche Purchased Units	Second Tranche Purchase Price
Kayne Anderson MLP Investment Company	1,515,151	$12,499,995.75
Kayne Anderson Energy Development Company	303,030	$2,499,997.50
Kayne Anderson Midstream/Energy Fund, Inc.	303,030	$2,499,997.50
Capital Maritime & Trading Corp.	307,575	$2,537,493.75
Oaktree Value Opportunities Fund, L.P.	909,091	$7,500,000.75
Oaktree FF Investment Fund, L.P. - Class F	866,666	$7,149,994.50
Oaktree - TCDRS Strategic Credit, LLC	345,454	$2,849,995.50
Total	**4,549,997**	**$37,537,475.25**
Grand Total	**9,100,000**	**$75,075,000.00**

Schedule B – Notice and Contact Information

Purchaser	**Address**
Kayne Anderson MLP Investment Company Kayne Anderson Energy Development Company Kayne Anderson Midstream/Energy Fund, Inc.	Kayne Anderson Capital Advisors, L.P. 717 Texas, Suite 3100 Houston, Texas 77002 Attention: James Baker Facsimile: (713) 655-7359 jbaker@kaynecapital.com
Capital Maritime & Trading Corp.	Capital Maritime & Trading Corp. 3 Iassonos St. Piraeus 18537, Greece Attention: Ioannis E. Lazaridis Facsimile: +30 (210) 428-4285 i.lazaridis@capitalpplp.com
Oaktree Value Opportunities Fund, L.P. Oaktree FF Investment Fund, L.P. - Class F Oaktree - TCDRS Strategic Credit, LLC	Oaktree Capital Management, L.P. 333 S. Grand Ave., 29th Floor Los Angeles, California 90071 Attention: Jennifer Box Facsimile: (213) 830-8575 jbox@oaktreecapital.com

Exhibit A – Form of Third Amendment to Second Amended and Restated Agreement of Capital Product Partners L.P. Limited Partnership, as amended

Exhibit A

Exhibit B

Exhibit C

Exhibit D – Terms of the Acquisition

The acquisition from Capital Maritime & Trading Corp. of two approximately 5,000 twenty-foot equivalent unit newbuild containerships with 12-year charters with Hyundai Merchant Marine at a gross charter rate of $29,350 per day.

The vessels have a charter-free appraised value of approximately $54.0 million per vessel and a charter attached appraised value of approximately $68.0 million to $70.0 million.

Total consideration of $130.0 million for the Acquisitions (approximately $65.0 million per Acquisition) to be financed, with respect to each Acquisition:

- Approximately $37.5 million per Acquisition from the sale to the Purchasers of additional Class B Units;
- Approximately $27.0 million per Acquisition from the Revolving $350.0 Million Credit Facility; and
- Approximately $1.5 million per Acquisition of cash on hand.

THIRD AMENDMENT TO SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CAPITAL PRODUCT PARTNERS L.P.

THIS THIRD AMENDMENT, dated as of March 19, 2013 (this "Amendment"), to the Second Amended and Restated Agreement of Limited Partnership of Capital Product Partners L.P. (the "Partnership"), dated as of February 22, 2010, as amended (the "LP Agreement"), is entered into by the Partnership.

WHEREAS, the LP Agreement provides that the Partnership may issue additional Partnership Securities for any Partnership purpose, at any time and from time to time, to such Persons for such consideration and on such terms and conditions as the Board of Directors may determine;

WHEREAS, the Board of Directors has determined that the creation, authorization and issuance of up to an additional 9,100,000 Class B Convertible Preferred Units is advisable and in the best interests of the Partnership;

WHEREAS, the Board of Directors has determined that the creation and issuance of the additional Class B Convertible Preferred Units complies with the requirements of the LP Agreement; and

WHEREAS, the Board of Directors has determined that the amendments to the LP Agreement set forth herein are necessary and appropriate in connection with the creation, authorization and issuance of the additional Class B Convertible Preferred Units.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows, intending to be legally bound hereby:

1. Amendments to the LP Agreement.

1.1 Section 1.1 of the LP Agreement is hereby amended to add, or in the case of existing definitions to amend and restate in their entirety, the following definitions:

"Available Cash" means, with respect to any Quarter ending prior to the Liquidation Date:

(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 made subsequent to the end of such Quarter, less

(b) the amount of any cash reserves established by the Board of Directors to (i) provide for the proper conduct of the business of the Partnership Group (including reserves for future capital expenditures and for anticipated future credit needs of the Partnership Group) subsequent to such Quarter, (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Group Member is a party or by which it is bound or its assets are subject and/or (iii) provide funds for distributions under Sections 5.10(b), 6.2 or 6.3 in respect of any one or more of the next four Quarters; provided, however, that the Board of Directors may not establish cash reserves pursuant to clause (b)(iii) above (A) in respect of the Class B Convertible Preferred Units, if the effect of such reserves would be that the Partnership is unable to distribute the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate in cash on all Class B Convertible Preferred Units, plus any Cumulative Class B Convertible Preferred Unit Arrearage on all Class B Convertible Preferred Units, with respect to such Quarter or (B) in respect of the Common Units if the effect of such reserves would be that the Partnership is unable to distribute the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate on all Class B Convertible Preferred Units and the Minimum Quarterly Distribution on all Common Units, plus any Cumulative Common Unit Arrearage on all Common Units, with respect to such Quarter; and, provided, further, that disbursements made by a Group Member or cash reserves established, increased or reduced after the end of such Quarter but on or before the date of determination of Available Cash with respect to such Quarter shall be deemed to have been made, established, increased or reduced, for purposes of determining Available Cash, within such Quarter if the Board of Directors so determines.

Notwithstanding the foregoing, "Available Cash" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"Class B Convertible Preferred Unit 2013 Parity Subscription Agreement" means the subscription agreement, dated as of March 15, 2013, between the Partnership and certain Persons set forth on Schedule II hereto.

"Class B Convertible Preferred Unit Arrearage" as of the end of any Quarter means, with respect to any Class B Convertible Preferred Unit, whenever issued, the excess, if any, of (a) the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate with respect to a Class B Convertible Preferred Unit in respect of such Quarter over (b) the sum of all Available Cash and/or Common Units actually distributed with respect to a Class B Convertible Preferred Unit in respect of such Quarter pursuant to Section 5.10(b)(ii)(A), assigning to any such Common Units actually distributed the dollar value per Common Unit used to calculate the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate at the time of any such distribution.

"Class B Convertible Preferred Unit Cash Arrearage" as of the end of any Quarter means, with respect to any Class B Convertible Preferred Unit, whenever issued, the excess, if any, of (a) the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate with respect to a Class B Convertible Preferred Unit in respect of such Quarter over (b) the sum of all Available Cash actually distributed with respect to a Class B Convertible Preferred Unit in respect of such Quarter pursuant to Section 5.10(b)(ii)(A).

"Class B Convertible Preferred Unit Distribution Payment Default" means any time the Cumulative Class B Convertible Preferred Unit Cash Arrearage as of the end of a Quarter is equal to or greater than the product of four (4) and the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate.

"Class B Convertible Preferred Unit Redemption Value" means the sum of (x) the Class B Per Unit Purchase Price, (y) an amount equal to any Cumulative Class B Convertible Preferred Unit Arrearage and (z) the product of (A) the Minimum Quarterly Class B Convertible Preferred Distribution Rate for a full Quarter and (B) the quotient of (i) the number of days that the Class B Convertible Preferred Units are Outstanding following the close of the last complete Quarter and (ii) 90.

"Class B Convertible Preferred Unit Subscription Agreement" means, collectively, the subscription agreements between the Partnership and certain Persons, dated as of, respectively, May 11, 2012 and June 6, 2012, set forth on Schedule I hereto, and the Class B Convertible Preferred Unit 2013 Parity Subscription Agreement, set forth on Schedule II hereto.

"Common Unit Issue Distribution Rate" means the per unit distribution rate on Common Units as of December 31, 2012 ($0.2325 per Common Unit, such rate to be adjusted for splits, unit dividends and similar events).

"Cumulative Class B Convertible Preferred Unit Cash Arrearage" means, with respect to any Class B Convertible Preferred Unit, as of the end of any Quarter, the excess, if any, of

(a) the sum of the Class B Convertible Preferred Unit Cash Arrearage for each Quarter ending on or before the last day of such Quarter over

(b) the sum of

(i) the sum of any cash distributions theretofore made pursuant to Section 5.10(b)(ii)(A)(y) (including any distributions to be made in respect of the last of such Quarters) with respect to such Class B Convertible Preferred Unit and

(ii) the excess, if any, of

(A) the sum of all amounts of cash previously distributed with respect to each Class B Convertible Preferred Unit pursuant to Section 6.3 over

(B) the Class B Per Unit Purchase Price.

"Liquidation Cumulative Class B Convertible Preferred Unit Cash Arrearage" means, with respect to any Class B Convertible Preferred Unit, as of the occurrence of any event described in Section 5.10(b)(iv)(A), the excess, if any, of

(a) the sum of the Class B Convertible Preferred Unit Cash Arrearage for the four (4) Quarters ending on or before the last day of such event described in Section 5.10(b)(iv)(A) over

(b) the sum of

(i) the sum of any cash distributions made in the four (4) Quarters ending on or before the last day of such event described in Section 5.10(b)(iv)(A), pursuant to Section 5.10(b)(ii)(A)(y) (including any distributions to be made in respect of the last of such Quarters) with respect to such Class B Convertible Preferred Unit and

(ii) the excess, if any, of

(A) the sum of all amounts of cash previously distributed with respect to each Class B Convertible Preferred Unit pursuant to Section 6.3 over

(B) the Class B Per Unit Purchase Price.

"Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate" means, (i) for the initial distribution payable on the 15,555,554 Class B Convertible Preferred Units issued on May 22, 2012 and June 6, 2012, for the period between such issuance dates and June 30, 2012, which was paid on approximately August 10, 2012, $0.26736 per Class B Convertible Preferred Unit, (ii) for the initial distribution payable on the 9,100,000 Class B Convertible Preferred Units issued for the period between March 18, 2013 and March 29, 2013, $0.21375 per Class B Convertible Preferred Unit, which will be paid on approximately May 10, 2013, (iii) for every other period through May 22, 2022, $0.21375 per Quarter per Class B Convertible Preferred Unit (equal to a 9.5% annual distribution rate), and (iv) for periods subsequent to May 22, 2022, a rate that is 1.25 times the then applicable distribution rate payable on the Class B Convertible Preferred Units as of the close of business on May 22, 2022 and on each subsequent Class B Convertible Preferred Unit Distribution Payment Date, the then applicable distribution rate payable shall increase to a rate that is 1.25 times the then applicable distribution rate payable on the Class B Convertible Preferred Units as in effect as of the close of business on the day immediately preceding such distribution payment date, until the Class B Convertible Preferred Units are no longer outstanding, subject in the case of (iii) and (iv) above to adjustment in the cases where paragraph (a), (b), (c) and/or (d) below applies. For the avoidance of doubt, if more than one of paragraph (a), (b), (c) and/or (d) applies, adjustments shall be made for each applicable paragraph; provided, however, if an adjustment under paragraph (a) applies along with any other adjustment, the adjustment provided for in (c) and (d) shall be made as described in such paragraph before applying the pro rata increase in the distribution on the Class B Convertible Preferred Units required by paragraph (a). For the avoidance of doubt, if an adjustment under paragraph (b) applies, an adjustment under paragraph (a) shall not in any case apply.

(a) In any Quarter where the distributions on Common Units is greater than the Common Unit Base Distribution Rate, whether as a result of an increase in the customary quarterly distribution or a special distribution on the Common Units, the corresponding distribution on the Class B Convertible Preferred Units shall be increased pro rata (on an as converted basis) for the Quarter by the amount that the actual distribution on the Common Units exceeds the Common Unit Base Distribution Rate (for example, if the actual distribution on the Common Units exceeds the Common Unit Base Distribution by $0.15 per Common Unit and each Class B Convertible Preferred Unit is convertible into 1.5 Common Units, then the distribution on the Class B Convertible Preferred Units would be increased by $0.225 per Unit for that Quarter);

(b) In any period where distributions on all Class B Convertible Preferred Units are not paid in full in cash, the amount due per Class B Convertible Preferred Unit shall accrue for such Quarter at 11.5% per annum and shall be paid by issuing a number of Common Units per Class B Convertible Preferred Unit equal to the quotient obtained by dividing:

(i) the product of (A) the Class B Per Unit Purchase Price ($9.00 prior to any adjustment) and (B) 0.02875 (a quarterly rate equal to 11.5% per annum), less the amount of the distribution per Class B Convertible Preferred Unit paid in cash and

(ii) the lesser of the 30-day VWAP and the 90-day VWAP as of the period end date.

Any such Common Units to be issued shall be issued within ten (10) Business Days of the date of cash distribution for such period. Notwithstanding anything herein, if the Class B Convertible Preferred Units do not receive the full amount of the distribution for such period in cash, no distributions can be made on the Common Units.

(c) In the event the Partnership experiences a Change of Control, a rate that is 1.25 times the then applicable distribution rate payable on the Class B Convertible Preferred Units as of the close of business on the day immediately preceding the occurrence of a Change of Control;

(d) Upon the occurrence of a Cross Default or a Class B Convertible Preferred Unit Distribution Payment Default, a rate that is 1.25 times the then applicable distribution rate payable on the Class B Convertible Preferred Units as of the close of business on the day immediately preceding the Cross Default or Class B Convertible Preferred Unit Payment Default, as applicable, and on each subsequent Class B Convertible Preferred Unit Distribution Payment Date, the then applicable distribution rate payable shall increase to a rate that is 1.25 times the then applicable distribution rate payable on the Class B Convertible Preferred Units as in effect as of the close of business on the day immediately preceding such distribution payment date, until the Cross Default or Class B Convertible Preferred Unit Distribution Payment Default is cured (at which time the rate shall equal the rate in effect prior to any adjustment pursuant to this clause (d)) or the Class B Convertible Preferred Units are no longer outstanding;

provided, that, in any Quarter in which adjustments to the applicable distribution rate for the Class B Convertible Preferred Units are required pursuant to paragraph (b) as well as clause (iv) and/or paragraphs (c) and/or (d) above, the adjustment set forth in paragraph (b)(i) above shall be made as described in such paragraph prior to applying the adjustments set forth in clause (iv) and/or paragraphs (c) and/or (d), as applicable, and the adjustments set forth in clause (iv) and/or paragraphs (c) and/or (d), as applicable, shall be made as described in such paragraph prior to applying the adjustment set forth in paragraph b(ii); and, provided, further, that, notwithstanding anything herein to the contrary, the applicable distribution rate for the Class B Convertible Preferred Units as a result of the application of clause (iv) and paragraphs (c) and (d) of this definition shall not at any time exceed $0.33345 per Class B Convertible Preferred Unit (equal to 1.56 times the distribution rate of $0.21375 per Class B Convertible Preferred Unit). Any adjustment made pursuant to paragraph (a) above shall be made notwithstanding the $0.33345 per Class B Convertible Preferred Unit limit described in the previous sentence. The attached Annex A demonstrates the calculation of the various adjustments to the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate in certain scenarios.

"Purchasers" means those Persons referred to in the definition of "Class B Convertible Preferred Unit 2013 Parity Subscription Agreement" and "Class B Convertible Preferred Unit Subscription Agreement."

"Voting Rights Triggering Event" means a Cumulative Class B Convertible Preferred Unit Cash Arrearage resulting from failure to pay the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate in cash for six or more Quarters.

1.2 Section 5.9(a) of the LP Agreement is hereby replaced in its entirety as follows:

Section 5.9 Splits and Combinations. (a) Subject to Sections 5.9(d) and 6.4 (dealing with adjustments of distribution levels), the Partnership may make a Pro Rata distribution of Partnership Securities to all Record Holders or may effect a subdivision or combination of Partnership Securities so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis (including any Common Unit Arrearage, Cumulative Common Unit Arrearage, the Class B Per Unit Purchase Price, the Class B Convertible Preferred Unit Liquidation Value, the Class B Convertible Preferred Unit Redemption Value, the Class B Convertible Preferred Unit Arrearage, the Class B Convertible Preferred Unit Cash Arrearage, the Cumulative Class B Convertible Preferred Unit Arrearage, the Cumulative Class B Convertible Preferred Unit Cash Arrearage and the Liquidation Cumulative Class B Convertible Preferred Unit Cash Arrearage) or stated as a number of Units are proportionately adjusted.

1.3 Sections 5.10(a) and (b)(ii), (b)(iii), b(iv)(A), (b)(v)(B)c. and (b)(v)(C) of the LP Agreement are hereby amended and restated in their entirety:

Section 5.10 Establishment of Class B Convertible Preferred Units.

(a) Designation and Number. The Partnership hereby designates and creates a class of Units to be designated as Class B Convertible Preferred Units and consisting of a total of 24,655,554 Class B Convertible Preferred Units, representing a fractional part of the Partnership Interests of all Limited Partners, and having the same rights, preferences and privileges, and subject to the same duties and obligations, as the Common Units, except as set forth in this Section 5.10. The class of Class B Convertible Preferred Units shall be closed on March 29, 2013 and thereafter no additional Class B Convertible Preferred Units shall be designated, created or issued except with the affirmative vote or written consent of the holders of a majority of the outstanding Class B Convertible Preferred Units, voting as a class based upon one vote per Class B Convertible Preferred Unit.

(b)

(ii) Distributions.

(A) Pursuant to Article VI of this Agreement but subject to the rights of holders of any Partnership Units ranking senior to the Class B Convertible Preferred Units as to the payment of distributions, the holders of the outstanding Class B Convertible Preferred Units as of an applicable Record Date, which shall be the date that is one week prior to the applicable Class B Convertible Preferred Unit Distribution Payment Date, shall be entitled to receive, when, as and if authorized by the Board of Directors or any duly authorized committee, out of legally available funds for such purpose, (x) first, the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate on each Class B Convertible Preferred Unit and (y) second, any Cumulative Class B Convertible Preferred Unit Arrearage then outstanding, prior to any other distributions made in respect of any other Partnership Interests pursuant to Sections 6.2 or 6.3, such amounts to be paid in cash or, if there is insufficient Available Cash, in Common Units, as provided in paragraph (b) of the definition of "Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate." The Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate shall be payable quarterly when, as and if authorized by the Board of Directors, in equal amounts immediately prior to the payment of any distributions on the Common Units, which is generally expected to be February 10, May 10, August 10 and November 10, or, if any such date is not a Business Day, the next succeeding Business Day (each, a "Class B Convertible Preferred Unit Distribution Payment Date").

(B) Any distribution payable on the Class B Convertible Preferred Units for any partial Quarter (other than (a) the initial distribution paid on the 15,555,554 Class B Convertible Preferred Units issued on May 22, 2012 and June 6, 2012 for the period from May 22, 2012 through June 30, 2012 and (b) the initial distribution payable on the 9,100,000 Class B Convertible Preferred Units issued on or before March 29, 2013 for the period from January 1, 2013 through March 31, 2013) shall equal the product of the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate multiplied by a fraction, the numerator of which is the number of days in such period and the denominator of which is the total number of days in the Quarter for which the Class B Convertible Preferred Units are entitled to a partial distribution).

(C) No distribution on the Class B Convertible Preferred Units shall be authorized by the Board of Directors or declared or paid or set apart for payment by the Partnership at such time as the terms and provisions of any agreement of the Partnership, including any agreement relating to its indebtedness, prohibits such authorization, declaration, payment or setting apart for payment or provides that such authorization, declaration, payment or setting apart for payment would constitute a breach thereof, or a default thereunder, or if such authorization, declaration, payment or setting apart for payment shall be restricted or prohibited by law.

(D) Notwithstanding the foregoing, distributions with respect to the Class B Convertible Preferred Units shall accumulate as of the Class B Convertible Preferred Unit Distribution Payment Date on which they first become payable whether or not any of the foregoing restrictions in (C) above exist, whether or not there is sufficient Available Cash for the payment thereof and whether or not such distributions are authorized. A Cumulative Class B Convertible Preferred Unit Arrearage shall not bear interest and holders of the Class B Convertible Preferred Units shall not be entitled to any distributions, whether payable in cash, property or Partnership Interests, in excess of the then Cumulative Class B Convertible Preferred Unit Arrearage plus the Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate for such Quarter.

(E) Notwithstanding anything in this Section 5.10(b)(ii) to the contrary, with respect to Class B Convertible Preferred Units that are converted into Common Units, the holder thereof shall not be entitled to a Class B Convertible Preferred Unit distribution and a Common Unit distribution with respect to the same period, but shall be entitled only to the distribution to be paid based upon the class of Units held as of the close of business on the Record Date for the distribution in respect of such period; provided, however, that the holder of a converted Class B Convertible Preferred Unit shall remain entitled to receive any accrued but unpaid distributions due with respect to such Unit on or as of the prior Class B Convertible Preferred Unit Distribution Payment Date; and provided, further, that if the Partnership exercises the Partnership Mandatory Conversion Right to convert the Class B Convertible Preferred Units pursuant to Section 5.10(b)(ix)(C), then the holders' rights with respect to the distribution for the Quarter in which the Partnership Mandatory Conversion Notice is received is as set forth in Section 5.10(b)(ix)(F).

(iii) Issuance of Class B Convertible Preferred Units.

On the Class B Convertible Preferred Unit Issue Date, June 6, 2012 and for issuances of Class B Convertible Preferred Units for the period between March 18, 2013 and March 29, 2013, the Class B Convertible Preferred Units shall be issued by the Partnership pursuant to the authorization of the Board of Directors, and, for issuances of Class B Convertible Preferred Units for the period between March 18, 2013 and March 29, 2013, the Class B Convertible Preferred Units issued pursuant to the Class B Convertible Preferred Unit 2013 Parity Subscription Agreement shall be issued by the Partnership pursuant to authorization of a majority of the outstanding Class B Convertible Preferred Units.

(iv) Liquidation Value.

(A) In the event of any liquidation, dissolution or winding up of the Partnership or sale or other disposition of substantially all of the assets of the Partnership, either voluntary or involuntary, the holders of the Class B Convertible Preferred Units shall be entitled to receive, out of the assets of the Partnership available for distribution to Partners after satisfying claims of creditors and making distributions and payments on any Senior Interests, prior and in preference to any distribution of assets of the Partnership to the holders of Common Units or any other class or series of Partnership Interests ranking junior to the Class B Convertible Preferred Units, the sum of (x) the Class B Per Unit Purchase Price, (y) an amount equal to any Liquidation Cumulative Class B Convertible Preferred Unit Cash Arrearage and (z) the product of (A) the Minimum Quarterly Class B Convertible Preferred Distribution Rate for a full Quarter and (B) the quotient of (i) the number of days that the Class B Convertible Preferred Units are Outstanding following the close of the last complete Quarter and (ii) 90 (such sum, the "Class B Convertible Preferred Unit Liquidation Value").

(v) Voting Rights.

(B)

c. make the Class B Convertible Preferred Units redeemable at the option of the Partnership before May 22, 2017, between May 22, 2017 and May 22, 2019 for less than the redemption price of 103% of the Class B Convertible Preferred Unit Redemption Value or after May 22, 2019 for less than the Class B Convertible Preferred Unit Redemption Value; or

(C) If there is a Voting Rights Triggering Event, the holders of the Class B Convertible Preferred Units shall have the right to appoint a director to the Board of Directors by the affirmative vote of the holders of a majority of Class B Convertible Preferred Units (the "Class B Convertible Preferred Unit Director"), in each case in accordance with Article VII. To the extent Capital Maritime & Trading Corp. or any of its Affiliates holds any Class B Convertible Preferred Units at the time of any such vote, its Class B Convertible Preferred Units shall not be included for purposes of such consent or vote. Additionally, if such Voting Rights Triggering Event exists during the time on and after March 1, 2018, then the holders of the Class B Convertible Preferred Units shall have the right to remove and replace each of the Appointed Directors in addition to the director designated as a result of the Voting Rights Triggering Event; provided, that to the extent the appointment of any such Appointed Director by the holders of the Class B Convertible Preferred Units would jeopardize the Partnership's tax exemption under Section 883 of the Code (or any successor or similar provision of the Code) as determined by the Board of Directors in good faith, any such position shall be filled by the Board of Directors in good faith. The voting rights arising as a result of a Voting Rights Triggering Event will continue until such time as the Partnership pays, or declares and sets apart for payment, the Cumulative Class B Convertible Preferred Unit Cash Arrearage, at which time the right to have and maintain such Class B Convertible Preferred Unit Director shall cease and the General Partner may remove such Class B Convertible Preferred Unit Director in accordance with the terms of Article VII (and the right to appoint the Appointed Directors shall revert to the General Partner). Notwithstanding the foregoing, neither the General Partner, the Board of Directors, nor any Limited Partner will be required to take any action under this Section 5.10(b)(v) to the extent such action would constitute a breach of a fiduciary duty or obligation to the Partnership under the Marshall Islands Act. Except for the rights set forth in this Section 5.10(b)(v), holders of Class B Convertible Preferred Units shall have no right to vote for, elect or appoint any Director, or to nominate any individual to stand for election or appointment as a Director.

1.4 Section 5.10(b)(xi)(A) is hereby amended to replace the second sentence with the following:

The Partnership may redeem the Class B Convertible Preferred Units, in whole or in part, at the option of the Partnership, (1) on or after May 22, 2017 but before May 22, 2019 at the redemption price of 103% of the Class B Convertible Preferred Unit Redemption Value per unit and (2) on or after May 22, 2019 at the Class B Convertible Preferred Unit Redemption Value per unit as of the Redemption Date.

1.5 Sections 5.10(b)(xii)(A) and (B) are hereby amended to replace the first sentence of each with the following:

(xii) Change of Control; Partnership Restructure.

(A) *Mixed Consideration*. Subject to subsection (B) below, prior to the consummation of any Change of Control or Partnership Restructure in which the holders of Common Units are to receive securities or a combination of securities, cash or other assets (a "Partnership Event"), the Partnership shall make appropriate provision to ensure that the holders of Class B Convertible Preferred Units will have the right to receive in such Partnership Event, for each Class B Convertible Preferred Unit, consideration, in the form and ratios set forth below, (the "Preferred Consideration") having an aggregate Fair Market Value equal to the greater of (x) the Class B Convertible Preferred Unit Redemption Value and (y) the Fair Market Value of the consideration that would be received if the holder converted its Class B Convertible Preferred Units to Common Units immediately prior to such Partnership Event (valuing any non-cash consideration to be received by the holders of the Common Units at its Fair Market Value) (for example, for purposes of this calculation, a transaction value of $500 million with $300 million of cash consideration and $200 million of consideration in the form of securities will be considered a $500 million transaction and the portion of such aggregate consideration equal to the aggregate Preferred Consideration shall be allocated to the holders of the Class B Convertible Preferred Units prior to any allocation to the holders of Common Units).

(B) *Cash Consideration*. Prior to the consummation of any Change of Control or Partnership Restructure in which the holders of Common Units are to receive cash consideration exclusively as a result thereof (a "Cash Event"), the Partnership shall make appropriate provision to ensure that the parties to such Cash Event enter into documentation that provides that each outstanding Class B Convertible Preferred Unit shall receive the greater of the Class B Convertible Preferred Unit Redemption Value and the cash consideration to be received if the holder converted its Class B Convertible Preferred Units to Common Units immediately prior to such Cash Event.

1.6 Section 5.10(b)(xiv)(B) is hereby amended to replace the last sentence with the following:

If the holders in the aggregate desire to purchase more than 100% of the Parity Interests being issued, each such holder's right to purchase the Parity Interests shall be reduced (pro rata based on the percentage of the Parity Interests for which such holder has exercised its right to purchase hereunder compared to all other holders of Class B Convertible Preferred Units who have exercised their right hereunder, but not below such holder's Pro Rata Portion so that such holders purchase no more than 100% of the Parity Interests being offered and sold.

1.7 Section 6.3 of the LP Agreement is hereby amended to replace the first sentence with the following:

Section 6.3. Distributions of Available Cash from Capital Surplus. Available Cash that is deemed to be Capital Surplus pursuant to the provisions of Section 6.1(a) shall, subject to Section 51 of the Marshall Islands Act, be distributed, subject to Section 5.10(b)(ii) in respect of Class B Convertible Preferred Units and unless the provisions of Section 6.1 require otherwise, (i) first, 100% to the Unitholders holding Class B Convertible Preferred Units, Pro Rata, until there has been distributed in respect of each Class B Convertible Preferred Unit then Outstanding an aggregate amount from Capital Surplus equal to the Class B Convertible Preferred Unit Redemption Value (provided, that the holders of the Class B Convertible Preferred Units may, with the approval of the holders of a majority of the Class B Convertible Preferred Units, elect to waive part or all of any distributions under this clause (i)) and (ii) thereafter, 100% to the General Partner and the Common Unitholders in accordance with their respective Percentage Interests, until a hypothetical holder of a Common Unit acquired on the Closing Date has received with respect to such Common Unit, during the period since the Closing Date through such date, distributions of Available Cash that are deemed to be Capital Surplus in an aggregate amount equal to the Initial Unit Price; provided, that for the avoidance of doubt, any amounts of Operating Surplus not distributed as Available Cash shall not be deemed to be Capital Surplus, and shall be carried over to subsequent Quarters as Operating Surplus.

1.8 Schedule I to the LP Agreement is hereby replaced in its entirety by Schedule I attached hereto as Schedule I.

1.9 The LP Agreement is hereby amended to add Annex A and Schedule II attached hereto as Annex A and Schedule II, respectively, to the LP Agreement.

2. Miscellaneous.

2.1 All other provisions of the LP Agreement are hereby ratified and confirmed in all respects.

2.2 This Amendment shall be construed in accordance with and governed by the laws of the Republic of the Marshall Islands, without regard to the principles of conflicts of law.

2.3 This Amendment may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Capital Product Partners L.P.

By: /s/ Ioannis E. Lazaridis
Name: Ioannis E. Lazaridis
Title: Authorized Person

[Signature Page to Third Amendment to LP Agreement of Capital Product Partners L.P.]

SCHEDULE I

[See the Subscription Agreements between the Partnership and certain Persons, dated as of May 11, 2012 and June 6, 2012.]

SCHEDULE II

[See the Subscription Agreement between the Partnership and certain Persons, dated as of March 15, 2013.]

ANNEX A

The scenarios below reflect examples of quarterly adjustments to the Minimum Class B Convertible Preferred Unit Distribution Rate, and are based on the number of Common Units and Preferred Units outstanding as of the date hereof, subject to adjustment pursuant to Section 5.9. These examples are intended to be illustrative only, and in the event of a conflict between the LP Agreement (excluding this Annex A) and this Annex A, the LP Agreement will control.

Scenario 1: Payment of Distributions in Common Units and a Change of Control

Paragraph (b):

- Amount of Distribution paid in Common Units: 100%
- Increase to Class B Convertible Preferred Unit Distribution Rate pursuant to paragraph (b): $0.045 per Unit
- Resulting Class B Convertible Preferred Distribution Rate: $0.25875 per Unit

Paragraph (c):

- Applicable distribution rate on the Class B Convertible Preferred Units (after applying the increase attributable to paragraph (b)): $0.25875 per Unit
- Increase to Class B Convertible Preferred Unit Distribution Rate pursuant to paragraph (c): $0.0646875

Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate:

Distribution Rate (before adjustments)	$0.21375
Plus: Adjustment Pursuant to Paragraph (b)	$0.045
Plus: Adjustment Pursuant to Paragraph (c)	$0.0646875
Distribution Rate (after adjustments)	**$0.3234375**

Scenario 2: Increase in Common Unit distribution after May 22, 2022

Paragraph (a):

- Common Unit Distribution: $0.3825 per Common Unit (increase of $0.15 per Common Unit)
- Class B Convertible Preferred Unit Conversion Ratio: 1-for-1
- Increase to Class B Convertible Preferred Unit Distribution Rate pursuant to paragraph (a): $0.15 per Unit

Provision (iv) of "Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate" definition:

- Assuming two (2) periods after May 22, 2022
- Increase to Class B Convertible Preferred Unit Distribution Rate pursuant to provision (iv): $0.1197 per Unit[1]

Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate:

Distribution Rate (before adjustments)	$0.21375
Plus: Adjustment Pursuant to Paragraph (a)	$0.15
Plus: Adjustment Pursuant to Provision (iv)	$0.1197
Distribution Rate (after adjustments)	**$0.48345**

Scenario 3: Increase in Common Unit distribution and a Change of Control

Paragraph (a):

- Common Unit Distribution: $0.3825 per Unit (increase of $0.15 per Unit)
- Class B Convertible Preferred Unit Conversion Ratio: 1-for-1
- Increase to Class B Convertible Preferred Unit Distribution Rate pursuant to paragraph (a): $0.15 per Unit

Paragraph (c):

- Applicable distribution rate on the Class B Convertible Preferred Units (before applying the increase attributable to paragraph (a)): $0.21375 per Unit
- Increase to Class B Convertible Preferred Unit Distribution Rate pursuant to paragraph (c): $0.0534375

Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate:

Distribution Rate (before adjustments)	$0.21375
Plus: Adjustment Pursuant to Paragraph (a)	$0.15
Plus: Adjustment Pursuant to Paragraph (c)	$0.0534375
Distribution Rate (after adjustments)	**$0.4171875**

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[1] The amount of this adjustment is the result of the cap set forth in the definition of "Minimum Quarterly Class B Convertible Preferred Unit Distribution Rate" of 1.56 times the distribution rate.

Annex A

REGISTRATION RIGHTS AGREEMENT

by and among

CAPITAL PRODUCT PARTNERS L.P.

and

THE HOLDERS PARTY HERETO

_____

Dated as of March 19, 2013

TABLE OF CONTENTS

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), is made and entered into as of March 19, 2013, by and among Capital Product Partners L.P., a limited partnership organized under the laws of the Republic of the Marshall Islands ("CPLP"), and each of the purchasers listed on Schedule A hereto (the "Holders").

WHEREAS, CPLP and the Holders are parties to a Class B Convertible Preferred Unit Subscription Agreement dated as of March 15, 2013 (the "Subscription Agreement") pursuant to which the Holders are purchasing from CPLP the number of Class B Convertible Preferred Units, liquidation preference amount $9.00 per unit, as established by the Class B Amendments (as defined below) (the "Class B Units"), set forth opposite such Holder's name on Schedule A hereto; and

WHEREAS, it is a condition to each Holder's willingness to enter into the Subscription Agreement that the parties enter into this Agreement in order to create certain registration rights for the Holders as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Certain Definitions.

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling", "controlled by", and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Registration Rights Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Registration Rights Agreement as the same may be in effect at the time such reference becomes operative.

"Class B Amendments" means the Second Amendment, dated as of May 22, 2012, to the Partnership Agreement and the Third Amendment, dated as of the date hereof, to the Partnership Agreement.

"Class B Units" has the meaning set forth in the Recitals.

"Class B Unit Price" means the amount per Class B Unit each Holder will pay to CPLP to purchase the Purchased Units.

"Closing Date" means March 19, 2013.

"Converted Units" means the Common Units acquired by a Holder upon conversion the Purchased Units pursuant to Section 5.10(b)(ix) of the Partnership Agreement.

"Common Units" means the common units representing limited partner interests in CPLP.

"CPLP" has the meaning set forth in the Preamble.

"EDGAR" means the Electronic Data Gathering, Analysis, and Retrieval system maintained by the SEC.

"Exchange Act" means the Securities Exchange Act of 1934.

"Form F-3" means a registration statement on Form F-3 under the Securities Act or such successor forms thereto permitting registration of securities under the Securities Act.

"Holdback Agreement" has the meaning set forth in Section 5.

"Holdback Period" has the meaning set forth in Section 5.

"Holders" has the meaning set forth in the Preamble. References herein to the Holders shall apply to Permitted Transferees who become Holders pursuant to Section 11; *provided*, that for purposes of all thresholds and limitations herein, the actions of the Permitted Transferees shall be aggregated.

"Liquidated Damages" has the meaning set forth in Section 3(d).

"Liquidated Damages Multiplier" means the product of the Class B Unit Price times the number of Purchased Units purchased by such Holder that may not be disposed of without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act.

"NASDAQ" means the Nasdaq Global Market.

"Opt-Out Notice" has the meaning set forth in Sectoin 2(f).

"Parity Securities" has the meaning set forth in Section 2(b).

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of CPLP dated February 22, 2010, as amended from time to time.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Permitted Transferee" means an Affiliate of a Holder or any other Holder or an Affiliate of such other Holder; *provided*, that any such transferee agrees to the restrictions set forth in the Section 5.06 of the Subscription Agreement.

"Piggyback Registration" has the meaning set forth in Section 2(a).

"Prospectus" means the prospectus or prospectuses (whether preliminary or final) included in any Registration Statement and relating to Registrable Securities, as amended or supplemented and including all material incorporated by reference in such prospectus or prospectuses.

"Purchased Units" means the Class B Units to be issued and sold to the Holders pursuant to the Subscription Agreement.

"Registrable Securities" means, at any time, (i) the Converted Units, and (ii) any securities issued by CPLP after the date hereof in respect of the Converted Units by way of a unit dividend or unit split or in connection with a combination of Units, recapitalization, merger, consolidation or other reorganization and (iii) any Common Units issued as a distribution on the Purchased Units, but excluding any and all Converted Units and other securities referred to in clauses (i) and (ii) that at any time after the date hereof (a) have been sold pursuant to an effective registration statement or Rule 144 under the Securities Act, (b) have been sold in a transaction where a subsequent public distribution of such securities would not require registration under the Securities Act, (c) after one year from the Closing Date, are eligible for sale pursuant to Rule 144 under the Securities Act without limitation thereunder on volume or manner of sale, (d) are not outstanding or (e) have been transferred in violation of Section 9 hereof or the provisions of the Subscription Agreement or to a Person that does not become a Holder pursuant to Section 11 hereof (or any combination of clauses (a), (b), (c), (d) and (e)). It is understood and agreed that, once a security of the kind described in clause (i), (ii) or (iii) above becomes a security of the kind described in any of clauses (a), (b), (c), (d) or (e) above (or any combination thereof), such security shall cease to be a Registrable Security for all purposes of this Agreement and CPLP's obligations regarding Registrable Securities hereunder shall cease to apply with respect to such security.

"Registration Expenses" has the meaning set forth in Section 7(a).

"Registration Statement" means any registration statement of CPLP which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all documents incorporated by reference in such Registration Statement.

"SEC" means the United States Securities and Exchange Commission or any successor agency.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Holder" means a Holder who is selling Registrable Securities under a registration statement pursuant to the terms of this Agreement.

"Shelf Registration Statement" has the meaning set forth in Section 3(a).

"Shelf Takedown" has the meaning set forth in Section 3(b).

"Subscription Agreement" means the agreement specified in the first Recital hereto, as such agreement may be amended from time to time.

"Suspension Period" has the meaning set forth in Section 4.

"Termination Date" means the first date on which there are no Registrable Securities or there are no Holders.

"Underwritten Offering" means a registered offering in which securities of CPLP are sold to one or more underwriters on a firm-commitment basis for reoffering to the public.

"Units" means the Common Units, except that if at any time Registrable Securities include securities of CPLP other than Common Units, then, when referring to such Registrable Securities, "Units" shall include the class or classes of such other securities of CPLP.

In addition to the above definitions, unless the context requires otherwise:

(i) any reference to any statute, regulation, rule or form as of any time shall mean such statute, regulation, rule or form as amended or modified and shall also include any successor statute, regulation, rule or form from time to time;

(ii) "including" shall be construed as inclusive without limitation, in each case notwithstanding the absence of any express statement to such effect, or the presence of such express statement in some contexts and not in others;

(iii) references to "Section" are references to Sections of this Agreement;

(iv) words such as "herein", "hereof", "hereinafter" and "hereby" when used in this Agreement refer to this Agreement as a whole;

(v) references to "business day" mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York generally are authorized or required by law or other governmental action to close; and

(vi) references to "dollars" and "$" mean U.S. dollars.

Section 2. Piggyback Registrations.

(a) Right to Piggyback. Whenever prior to the Termination Date CPLP proposes to file (i) a shelf registration statement, other than the Registration Statement contemplated by Section 3(a), or a prospectus supplement to an effective shelf registration statement, other than the Registration Statement contemplated by Section 3(a) and the Holders may be included without the filing of a post-effective amendment, or (ii) a registration statement, other than a shelf registration statement, (in each case other than on a registration statement on Form S-8, F-8, S-4 or F-4, or any similar successor forms), whether for its own account or for the account of one or more holders of Units (other than the Holders) (a "Piggyback Registration"), CPLP shall give written notice to the Holders of its intention to effect such a registration and, subject to Sections 2(b) and 2(c), shall include in such registration statement and in any offering of Units to be made pursuant to that registration statement all Registrable Securities with respect to which CPLP has received a written request for inclusion therein from a Holder within 10 days after such Holder's receipt of CPLP's notice (or as much notice as practicable, which, for the avoidance of doubt may be as little as one hour, in connection with any overnight or bought Underwritten Offering; *provided*, that if in connection with an offering of any primary securities by CPLP, if it is not practicable to provide such notice in the case of an overnight or bought Underwritten Offering, CPLP shall not be required to provide such notice; *provided*, *further*, that if the managing underwriters advise CPLP that in their opinion no additional Units may be sold in such offering without materially delaying or jeopardizing the success of such offer, no notice shall be required); *provided*, that only Registrable Securities of the same class or classes as the Units being registered may be included. CPLP shall have no obligation to proceed with any Piggyback Registration and may abandon, terminate and/or withdraw such registration for any reason at any time prior to the pricing thereof. If CPLP or any other Person other than a Holder proposes to sell Units in an Underwritten Offering pursuant to a registration statement on Form F-3 under the Securities Act, such offering shall be treated as a primary or secondary Underwritten Offering pursuant to a Piggyback Registration.

(b) Priority on Primary Piggyback Registrations. If a Piggyback Registration is initiated as a primary Underwritten Offering on behalf of CPLP and the managing underwriters advise CPLP and the Selling Holders (if any Holder has elected to include Registrable Securities in such Piggyback Registration) that in their opinion the number of Units proposed to be included in such offering exceeds the number of Units (of any class) which can be sold in such offering without materially delaying or jeopardizing the success of the offering (including the price per unit of the Units proposed to be sold in such offering), CPLP shall include in such registration and offering (i) first, the number of Units that CPLP proposes to sell, and (ii) second, the number of Units requested to be included therein by holders of Units which are neither expressly senior nor subordinated to the Registrable Securities (the "Parity Securities"), including the Selling Holders (if any Holder has elected to include Registrable Securities in such Piggyback Registration) and for the avoidance of doubt, includes any Registrable Securities held by any Affiliates of the General Partner (as defined in the Partnership Agreement) that may be included in such offering pursuant to Section 7.19(b) of the Partnership Agreement, pro rata among all such holders on the basis of the number of Units requested to be included therein by all such holders or as such holders and CPLP may otherwise agree. The pro rata allocations for each Selling Holder who has requested participation in such Underwritten Offering shall be the product of (a) the aggregate number of Registrable Securities proposed to be sold in such Underwritten Offering multiplied by (b) the fraction derived by dividing (x) the number of Registrable Securities owned by such Selling Holder by (y) the aggregate number of Registrable Securities owned by all Selling Holders plus the aggregate number of Parity Securities owned by all holders of Parity Securities that are participating in the Underwritten Offering.

(c) Priority on Secondary Piggyback Registrations. If a Piggyback Registration is initiated as an underwritten registration on behalf of a holder of Units other than a Holder (including under Section 7.19 of the Partnership Agreement), and the managing underwriters advise CPLP that in their opinion the number of Units proposed to be included in such registration exceeds the number of Units (of any class) which can be sold in such offering without materially delaying or jeopardizing the success of the offering (including the price per unit of the Units to be sold in such offering), then CPLP shall include in such registration (i) first, the number of Units that CPLP proposes to sell, and (ii) second, the number of Units requested to be included therein by the holder(s) requesting such registration and any other holders of Units including the Selling Holders which are *pari passu* with the requesting holder(s) (if any Holder has elected to include Registrable Securities in such Piggyback Registration), which, for the avoidance of doubt, includes any Registrable Securities held by any Affiliates of the General Partner that may be included in such registration pursuant to Section 7.19(b) of the Partnership Agreement.

(d) Selection of Underwriters. In the case of any Piggyback Registration involving an Underwritten Offering, CPLP shall have the right to select the managing underwriter or underwriters to administer any such offering.

(e) Basis of Participations. The Holders may not sell Registrable Securities in any offering pursuant to a Piggyback Registration unless each Selling Holder (i) agrees to sell such Units on the same basis provided in the underwriting or other distribution arrangements approved by CPLP and that apply to CPLP and/or any other holders involved in such Piggyback Registration and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lockups and other documents required under the terms of such arrangements.

(f) Opt-Out Notice. Any Selling Holder shall have the right to withdraw such Selling Holder's request for inclusion of such Selling Holder's Registrable Securities in such Underwritten Offering by giving written notice to CPLP of such withdrawal at or prior to the time of pricing of such Underwritten Offering. Any Holder may deliver written notice (an "Opt-Out Notice") to CPLP requesting that such Holder not receive notice from CPLP of any proposed Underwritten Offering; *provided*, *however*, that such Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), CPLP shall not be required to deliver any notice to such Holder pursuant to Section 2(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings by CPLP pursuant to this Section 2. The Holders indicated on Schedule A hereto as having opted out shall each be deemed to have delivered an Opt-Out Notice as of the date hereof.

Section 3. Shelf Registration.

(a) Shelf Registration. CPLP shall use commercially reasonable efforts to prepare and file a Registration Statement (or any amendment or supplement thereto) under the Securities Act to permit the public resale of Registrable Securities then outstanding, in accordance with any method or combination of methods legally available to the Holders of such Registrable Securities, from time to time as permitted by Rule 415 promulgated under the Securities Act or otherwise with respect to all of the Registrable Securities (a "Shelf Registration Statement"). CPLP shall use commercially reasonable efforts to cause such Shelf Registration Statement to become effective as soon as practical thereafter, subject to Section 4. If permitted under the Securities Act, such Shelf Registration Statement shall be one that is automatically effective upon filing.

(b) Right to Effect Shelf Takedowns. The Holders shall be entitled, at any time and from time to time when a Shelf Registration Statement is effective and until the Termination Date, to sell such Registrable Securities as are then registered pursuant to such Registration Statement (each, a "Shelf Takedown").

(c) Effective Period of Shelf Registrations. CPLP shall use commercially reasonable efforts to keep any Shelf Registration Statement effective, supplemented and amended to the extent necessary to ensure that it is available for the resale of all Registrable Securities by the Holders until all Registrable Securities covered by such Shelf Registration Statement cease to be Registrable Securities. Notwithstanding the foregoing, CPLP shall not be obligated to keep any such registration statement effective, or to permit Registrable Securities to be registered, offered or sold thereunder, at any time on or after the Termination Date.

(d) Failure to Go Effective. If the Shelf Registration Statement required by Section 3(a) is not declared effective within 180 days after the Closing Date, then each Holder of Registrable Securities shall be entitled to a payment (with respect to the Purchased Units of each such Holder), as liquidated damages and not as a penalty, of 0.25% of the Liquidated Damages Multiplier per 30-day period, that shall accrue daily, for the first 60 days following the 180th day after the Closing Date, increasing by an additional 0.25% of the Liquidated Damages Multiplier per 30-day period, that shall accrue daily, for each subsequent 60 days (i.e., 0.5% for 61-120 days, 0.75% for 121-180 days and 1.00% thereafter), up to a maximum of 1.00% of the Liquidated Damages Multiplier per 30-day period (the "Liquidated Damages"). The Liquidated Damages payable pursuant to the immediately preceding sentence shall be payable within ten (10) business days after the end of each such 30-day period. Any Liquidated Damages shall be paid to each Holder in immediately available funds; *provided*, *however*, if CPLP certifies that it is unable to pay Liquidated Damages in cash because such payment would result in a breach under a credit facility or other debt instrument, then CPLP may pay the Liquidated Damages in kind in the form of the issuance of additional Common Units. Upon any issuance of Common Units as Liquidated Damages, CPLP shall promptly (i) prepare and file an amendment to the Shelf Registration Statement prior to its effectiveness adding such Common Units to such Shelf Registration Statement as additional Registrable Securities and (ii) prepare and file a supplemental listing application with NASDAQ (or such other market on which the Common Units are then listed and traded) to list such additional Common Units. The determination of the number of Common Units to be issued as Liquidated Damages shall be equal to the amount of Liquidated Damages divided by the volume-weighted average price of the Common Units on the NASDAQ (or such other market on which the Common Units are then listed and traded) over the consecutive ten (10) trading-day period ending on the close of trading on the trading day immediately preceding the date on which the Liquidated Damages payment is due. The accrual of Liquidated Damages to a Holder shall cease at the earlier of (i) the Shelf Registration Statement becoming effective or (ii) when such Holder no longer holds Registrable Securities, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases. If CPLP is unable to cause a Shelf Registration Statement to go effective within 180 days after the Closing Date as a result of an acquisition, merger, reorganization, disposition or other similar transaction, then CPLP may request a waiver of the Liquidated Damages, and each Holder may individually grant or withhold its consent to such request in its discretion, such consent not to be unreasonably withheld, conditioned or delayed.

Section 4. Suspension Periods.

(a) Suspension Periods. CPLP may delay the filing or effectiveness of a Shelf Registration or prior to the pricing of any offering of Registrable Securities pursuant to a Shelf Registration, delay an offering (and, if it so chooses, withdraw any registration statement that has been filed), but only if CPLP determines (x) that proceeding with such an offering would require CPLP to disclose material information that would not otherwise be required to be disclosed at that time and that the disclosure of such information at that time would not be in CPLP or its limited partners' best interests or (y) that the registration or offering to be delayed would, if not delayed, materially adversely affect CPLP and its subsidiaries taken as a whole or materially interfere with, or jeopardize the success of, any pending or proposed material transaction, including any debt or equity financing, any acquisition or disposition, any recapitalization or reorganization or any other material transaction, whether due to commercial reasons, a desire to avoid premature disclosure of information or any other reason. Any period during which CPLP has delayed a filing, an effective date or an offering pursuant to this Section 4 is herein called a "Suspension Period." CPLP shall provide prompt written notice to the Holders of the commencement and termination of any Suspension Period. The Holders shall keep the existence of each Suspension Period confidential and refrain from making offers and sales of Registrable Securities (and direct any other Persons making such offers and sales to refrain from doing so) during each Suspension Period. In no event shall a Suspension Period or Suspension Periods be in effect in excess of an aggregate of 60 days in any 180-day period or 90 days in any 365-day period.

(b) Liquidated Damages. If (i) the Selling Holders shall be prohibited from selling their Registrable Securities under the Registration Statement or other registration statement contemplated by this Agreement as a result of a suspension pursuant to the immediately preceding paragraph in excess of the periods permitted therein or (ii) the Registration Statement or other registration statement contemplated by this Agreement is filed and declared effective but, until the Termination Date, shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded within 10 days by a post-effective amendment thereto, a supplement to the prospectus or a report filed with the SEC pursuant to Section 13(a), 13(c), 14 or l5(d) of the Exchange Act, then, until the suspension is lifted or a post-effective amendment, supplement or report is filed with the SEC, but not including any day on which a suspension is lifted or such amendment, supplement or report is filed and declared effective, if applicable, CPLP shall pay the Selling Holders an amount equal to the Liquidated Damages, following the earlier of (x) the date on which the suspension period exceeded the permitted period and (y) the eleventh (11th) day after the Registration Statement or other registration statement contemplated by this Agreement ceased to be effective or failed to be useable for its intended purposes, as liquidated damages and not as a penalty (for purposes of calculating Liquidated Damages, the date in (x) or (y) above shall be deemed the "180th day after the Closing Date," as used in the definition of Liquidated Damages). For purposes of this paragraph, a suspension shall be deemed lifted on the date that notice that the suspension has been terminated is delivered to the Selling Holders. Liquidated Damages shall cease to accrue pursuant to this paragraph upon the Purchased Units of such Holder becoming eligible for resale without restriction and without the need for current public information under any section of Rule 144 (or any similar provision then in effect) under the Securities Act, assuming that each Holder is not an Affiliate of CPLP, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases.

(c) Other Lockups. Notwithstanding any other provision of this Agreement, CPLP shall not be obligated to take any action hereunder that would violate any lockup or similar restriction binding on CPLP in connection with a prior or pending registration or Underwritten Offering.

(d) Subscription Agreement Restrictions. Nothing in this Agreement shall affect the restrictions on transfers of Units and other provisions of the Subscription Agreement, which shall apply independently hereof in accordance with the terms thereof.

Section 5. Holdback Agreements.

The restrictions in this Section 5 shall apply for as long as the Holders are the beneficial owners of any Registrable Securities. If CPLP sells Units or other securities convertible into or exchangeable for (or otherwise representing a right to acquire) Units in a primary Underwritten Offering pursuant to any registration statement under the Securities Act (but only if the Holders are provided their piggyback rights, if any, in accordance with Sections 2(a) and 2(b)), or if any other Person sells Units in a secondary Underwritten Offering pursuant to a Piggyback Registration in accordance with Sections 2(a) and 2(b), and if the managing underwriters for such offering advise CPLP (in which case CPLP promptly shall notify the Holders) that a public sale or distribution of Units outside such offering would materially adversely affect such offering, then, if requested by CPLP, each Holder shall agree, as contemplated in this Section 5, not to (and to cause its Affiliates not to) sell, transfer, pledge, issue, grant or otherwise dispose of, directly or indirectly (including by means of any short sale), or request the registration of, any Registrable Securities (or any securities of any Person that are convertible into or exchangeable for, or otherwise represent a right to acquire, any Registrable Securities) for a period (each such period, a "Holdback Period") beginning on the business day before the pricing date for the Underwritten Offering and extending through the earlier of (i) the 60th day after such pricing date (subject to customary automatic extension in the event of the release of earnings results of or material news relating to CPLP) and (ii) such earlier day (if any) as may be designated for this purpose by the managing underwriters for such offering (each such agreement of a Holder, a "Holdback Agreement"). Each Holdback Agreement shall be in writing in form and substance satisfactory to CPLP and the managing underwriters. Notwithstanding the foregoing, the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on CPLP or the officers, directors or any other Affiliate of CPLP on whom a restriction is imposed, and the restrictions set forth in this Section 5 shall not apply to the extent any Registrable Securities are included in such Underwritten Offering by such Holder. In addition, this Section 5 shall not apply to any Holder that is not entitled to participate in such Underwritten Offering, including those Holders who have delivered an Opt-Out Notice prior to receiving notice of the Underwritten Offering.

Section 6. Registration Procedures.

(a) Whenever the Holders request that any Registrable Securities be registered pursuant to this Agreement, CPLP shall use commercially reasonable efforts to effect, as soon as practical as provided herein, the registration and the sale of such Registrable Securities in accordance with the intended methods of disposition thereof, and, pursuant thereto, CPLP shall, as soon as practical as provided herein:

(i) subject to the other provisions of this Agreement, use commercially reasonable efforts to prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and cause such Registration Statement to become effective (unless it is automatically effective upon filing);

(ii) use commercially reasonable efforts to prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to comply with the applicable requirements of the Securities Act and to keep such Registration Statement effective for the relevant period required hereunder, but no longer than is necessary to complete the distribution of the Units covered by such Registration Statement, and to comply with the applicable requirements of the Securities Act with respect to the disposition of all the Units covered by such Registration Statement during such period in accordance with the intended methods of disposition set forth in such Registration Statement;

(iii) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Registration Statement and the managing underwriter at any time shall notify CPLP in writing that, in the sole reasonable judgment of such managing underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, CPLP shall use its commercially reasonable efforts to include such information in such prospectus supplement;

(iv) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the SEC), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Registration Statement or such other registration statement or supplement or amendment thereto and (ii) such number of copies of the Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Selling Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement or other registration statement;

(v) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the filing of the Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any other registration statement or any post-effective amendment thereto, when the same has become effective and (ii) the receipt of any written comments from the SEC with respect to any filing referred to in clause (i) and any written request by the SEC for amendments or supplements to the Registration Statement or any other registration statement or any prospectus or prospectus supplement thereto;

(vi) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the SEC or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(vii) use commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement, or the lifting of any suspension of the qualification or exemption from qualification of any Registrable Securities for sale in any jurisdiction in the United States;

(viii) in the case of an Underwritten Offering, furnish upon request, (i) an opinion of counsel for CPLP dated the date of the closing under the underwriting agreement and (ii) a "cold comfort" letter, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified CPLP's financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the "cold comfort" letter shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement included therein) as have been customarily covered in opinions of issuer's counsel and in accountants' letters delivered to the underwriters in Underwritten Offerings of securities by CPLP and such other matters as such underwriters and Selling Holders may reasonably request;

(ix) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(x) make available to the appropriate representatives of the managing underwriter and Selling Holders access to such information and CPLP personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; *provided*, that CPLP need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with CPLP;

(xi) deliver, without charge, such number of copies of the preliminary and final Prospectus and any supplement thereto as the Selling Holders may reasonably request in order to facilitate the disposition of the Registrable Securities of the Selling Holder covered by such Registration Statement in conformity with the requirements of the Securities Act;

(xii) use commercially reasonable efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such U.S. jurisdictions as the Selling Holders reasonably request and continue such registration or qualification in effect in such jurisdictions for as long as the applicable Registration Statement may be required to be kept effective under this Agreement (*provided*, that CPLP will not be required to (I) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph (xii), (II) subject itself to taxation in any such jurisdiction or (III) consent to general service of process in any such jurisdiction);

(xiii) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of CPLP to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(xiv) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities;

(xv) notify the Selling Holders and each distributor of such Registrable Securities identified by the Selling Holders, at any time when a Prospectus relating thereto would be required under the Securities Act to be delivered by such distributor, of (i) the occurrence of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) the issuance or express threat of issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose or (iii) the receipt by CPLP of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, CPLP shall use commercially reasonable efforts to prepare, as soon as practical, a supplement or amendment to such Prospectus so that, as thereafter delivered to any prospective purchasers of such Registrable Securities, such Prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(xvi) use commercially reasonable efforts to cause all such Registrable Securities to be listed on each primary securities exchange (if any) on which securities of the same class issued by CPLP are then listed; and

(xvii) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement and, at a reasonable time before any proposed sale of Registrable Securities pursuant to a Registration Statement, provide the transfer agent with printed certificates for the Registrable Securities to be sold, subject to the provisions of Section 11.

(b) No Registration Statement (including any amendments thereto) shall contain any 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 not misleading, and no Prospectus (including any supplements thereto) shall contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case, except for any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance on and in conformity with written information furnished to CPLP by or on behalf of a Holder or any underwriter or other distributor specifically for use therein.

(c) At all times after CPLP has filed a registration statement with the SEC pursuant to the requirements of the Securities Act and until the Termination Date, CPLP shall use commercially reasonable efforts to continuously maintain in effect the registration statement of Common Units under Section 12 of the Exchange Act and to use commercially reasonable efforts to file or furnish all reports required to be filed or furnished by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder, all to the extent required to enable the Holders to be eligible to sell Registrable Securities (if any) pursuant to Rule 144 under the Securities Act.

(d) CPLP may require the Selling Holders and each distributor of Registrable Securities as to which any registration is being effected to furnish to CPLP information regarding such Person and the distribution of such securities as CPLP may from time to time reasonably request in connection with such registration.

(e) Each Holder agrees by having its Converted Units treated as Registrable Securities hereunder that, upon being advised in writing by CPLP of the occurrence of an event pursuant to Section 6(a)(xv), such Holder will immediately discontinue (and direct any other Persons making offers and sales of Registrable Securities to immediately discontinue) offers and sales of Registrable Securities pursuant to any Registration Statement (other than those pursuant to a plan that is in effect prior to such time and that complies with Rule 10b5-1 of the Exchange Act) until it is advised in writing by CPLP that the use of the Prospectus may be resumed and is furnished with a supplemented or amended Prospectus as contemplated by Section 6(a)(xv), and, if so directed by CPLP, the Holders will deliver to CPLP all copies, other than permanent file copies then in a Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice.

(f) CPLP may prepare and deliver an issuer free-writing prospectus (as such term is defined in Rule 405 under the Securities Act) in lieu of any supplement to a prospectus, and references herein to any "supplement" to a Prospectus shall include any such issuer free-writing prospectus. Neither the Holders nor any other seller of Registrable Securities may use a free-writing prospectus to offer or sell any such units without CPLP's prior written consent.

(g) It is understood and agreed that any failure of CPLP to file a registration statement or any amendment or supplement thereto or to cause any such document to become or remain effective or usable within or for any particular period of time as provided in Sections 3 or 6 or otherwise in this Agreement, due to reasons that are not reasonably within its control, or due to any refusal of the SEC to permit a registration statement or prospectus to become or remain effective or to be used because of unresolved SEC comments thereon (or on any documents incorporated therein by reference) despite CPLP's good faith and commercially reasonable efforts to resolve those comments, shall not be a breach of this Agreement.

(h) It is further understood and agreed that CPLP shall not have any obligations under this Section 6 at any time on or after the Termination Date, unless an Underwritten Offering in which the Holders participate has been priced but not completed prior to the Termination Date, in which event CPLP's obligations under this Section 6 shall continue with respect to such offering until it is so completed (but not more than 60 days after the commencement of the offering).

(i) Notwithstanding anything to the contrary in this Agreement, CPLP shall not be required to file a Registration Statement or include Registrable Securities in a Registration Statement unless it has received from the Holders, at least five (5) days prior to the anticipated filing date of the Registration Statement, requested information required to be provided by the Holders for inclusion therein.

Section 7. Registration Expenses.

(a) All expenses incident to CPLP's performance of or compliance with this Agreement, including all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, Financial Industry Regulatory Authority fees, NASDAQ fees, listing application fees, printing expenses, transfer agent's and registrar's fees, cost of distributing Prospectuses in preliminary and final form as well as any supplements thereto, and fees and disbursements of counsel for CPLP and all independent certified public accountants including the expenses of any "cold comfort" letters required by or incident to such performance and compliance, and other Persons retained by CPLP (all such expenses being herein called "Registration Expenses") (but not including any underwriting discounts or commissions attributable to the sale of Registrable Securities or fees and expenses of counsel and any other advisor representing any party other than CPLP), shall be borne by CPLP. The Selling Holders shall bear the cost of all underwriting discounts and commissions associated with any underwritten sale of Registrable Securities and shall pay all such costs and expenses proportionately in relation to the number of Registrable Securities sold, including all fees and expenses of any counsel (and any other advisers) representing the Selling Holders and any stock transfer taxes.

(b) The obligation of CPLP to bear the expenses described in Section 7(a) shall apply irrespective of whether a registration, once properly requested becomes effective or is withdrawn or suspended; *provided*, *however*, that Registration Expenses for any Registration Statement withdrawn solely at the request of the Holders (unless withdrawn following commencement of a Suspension Period pursuant to Section 4) shall be borne by the Holders.

Section 8. Indemnification.

(a) CPLP shall indemnify, to the fullest extent permitted by law, each Holder, its directors and officers, and each Person who controls a Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities, judgments, costs (including reasonable costs of investigation) and expenses (including reasonable attorneys' fees) arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or free-writing prospectus, or any amendment thereof or supplement thereto, or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are made in reliance and in conformity with information furnished in writing to CPLP by a Holder expressly for use therein. In connection with an Underwritten Offering in which a Holder participates conducted pursuant to a registration effected hereunder, CPLP shall indemnify each participating underwriter and each Person who controls such underwriter (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Holders.

(b) In connection with any Registration Statement in which a Holder is participating, such Holder shall furnish to CPLP in writing such information as CPLP reasonably requests for use in connection with any such Registration Statement or Prospectus, or amendment or supplement thereto, and shall indemnify, to the fullest extent permitted by law, CPLP, its officers and directors and each Person who controls CPLP (within the meaning of the Securities Act) against all losses, claims, damages, liabilities, judgments, costs (including reasonable costs of investigation) and expenses (including reasonable attorneys' fees) arising out of or based upon any untrue or alleged untrue statement of material fact contained in the Registration Statement or Prospectus, or any amendment thereof or supplement thereto, or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that the same are made in reliance and in conformity with information furnished in writing to CPLP by or on behalf of such Holder expressly for use therein; *provided, however*, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying Person of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying Person to assume the defense of such claim with counsel reasonably satisfactory to the indemnified Person. Failure so to notify the indemnifying Person shall not relieve it from any liability that it may have to an indemnified Person except to the extent that the indemnifying Person is materially and adversely prejudiced thereby. The indemnifying Person shall not be subject to any liability for any settlement made by the indemnified Person without its consent (but such consent will not be unreasonably withheld). An indemnifying Person who is entitled to, and elects to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (in addition to one local counsel) for all Persons indemnified (hereunder or otherwise) by such indemnifying Person with respect to such claim (and all other claims arising out of the same circumstances), unless in the reasonable judgment of any indemnified Person there may be one or more legal or equitable defenses available to such indemnified Person which are in addition to or may conflict with those available to another indemnified Person with respect to such claim, in which case such maximum number of counsel for all indemnified Persons shall be two rather than one. If an indemnifying Person is entitled to, and elects to, assume the defense of a claim, the indemnified Person shall continue to be entitled to participate in the defense thereof, with counsel of its own choice, but, except as set forth above, the indemnifying Person shall not be obligated to reimburse the indemnified Person for the costs thereof. The indemnifying Person shall not consent to the entry of any judgment or enter into or agree to any settlement relating to a claim or action for which any indemnified Person would be entitled to indemnification by any indemnified Person hereunder unless such judgment or settlement imposes no ongoing obligations on any such indemnified Person and includes as an unconditional term the giving, by all relevant claimants and plaintiffs to such indemnified Person, a release, satisfactory in form and substance to such indemnified Person, from all liabilities in respect of such claim or action for which such indemnified Person would be entitled to such indemnification. The indemnifying Person shall not be liable hereunder for any amount paid or payable or incurred pursuant to or in connection with any judgment entered or settlement effected with the consent of an indemnified Person unless the indemnifying Person has also consented to such judgment or settlement.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified Person or any officer, director or controlling Person of such indemnified Person and shall survive the transfer of securities and the Termination Date but only with respect to offers and sales of Registrable Securities made before the Termination Date or during the period following the Termination Date referred to in Section 6(h).

(e) If the indemnification provided for in or pursuant to this Section 8 is due in accordance with the terms hereof, but is held by a court to be unavailable or unenforceable in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying Person, in lieu of indemnifying such indemnified Person, shall contribute to the amount paid or payable by such indemnified Person as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying Person on the one hand and of the indemnified Person on the other in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of the indemnifying Person on the one hand and of the indemnified Person on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying Person or by the indemnified Person, and by such Person's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. In no event shall the liability of the indemnifying Person be greater in amount than the amount for which such indemnifying Person would have been obligated to pay by way of indemnification if the indemnification provided for under Section 8(a) or 8(b) hereof had been available under the circumstances.

(f) The provisions of this Section 8 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 9. Securities Act Restrictions.

The Registrable Securities are restricted securities under the Securities Act and may not be offered or sold except pursuant to an effective registration statement or an available exemption from registration under the Securities Act. Accordingly, the Holders shall not, directly or through others, offer or sell any Registrable Securities except pursuant to a Registration Statement as contemplated herein or pursuant to Rule 144 or another exemption from registration under the Securities Act, if available. Prior to any transfer of Registrable Securities other than pursuant to an effective registration statement, the Holders shall notify CPLP of such transfer and CPLP may require the Holders to provide, prior to such transfer, such evidence that the transfer will comply with the Securities Act (including written representations or an opinion of counsel) as CPLP may reasonably request. CPLP may impose stop-transfer instructions with respect to any Registrable Securities that are to be transferred in contravention of this Agreement. Any certificates representing the Registrable Securities may bear a legend (and CPLP's Unit Register (as defined in the Partnership Agreement) may bear a notation) referencing the restrictions on transfer contained in this Agreement (and the Subscription Agreement), until such time as such securities have ceased to be (or are to be transferred in a manner that results in their ceasing to be) Registrable Securities. Subject to the provisions of this Section 9, CPLP will replace any such legended certificates with unlegended certificates promptly upon surrender of the legended certificates to CPLP or its designee, in order to facilitate a lawful transfer or at any time after such units cease to be Registrable Securities.

Section 10. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the SEC that may permit the sale of the Registrable Securities to the public without registration, CPLP agrees to use its commercially reasonable efforts to:

(i) make and keep public information regarding CPLP available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(ii) file with or furnish to the SEC in a timely manner all reports and other documents required of CPLP under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(iii) so long as a Holder owns any Registrable Securities, furnish, unless otherwise available via EDGAR, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of CPLP, and such other reports and documents so filed or furnished as such Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing such Holder to sell any such securities without registration.

Section 11. Transfers of Rights. The rights to cause CPLP to register Registrable Securities granted to the Holders under this Agreement may be transferred or assigned by any Holder to one or more transferees or assignees of Registrable Securities; *provided*, *however*, that such rights shall not be transferred unless (a) the amount of Registrable Securities transferred or assigned to such transferee or assignee shall represent at least $5.0 million of Registrable Securities (based on the Class B Unit Price), unless the transferee or assignee is an Affiliate of, and after such transfer or assignment continues to be an Affiliate of, such Holder, (b) CPLP shall be given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the Registrable Securities with respect to which such registration rights are being transferred or assigned and (c) each such transferee or assignee assumes in writing responsibility for its portion of the obligations of such Holder under this Agreement. Upon any such transfer, the transferee or assignee shall automatically have the rights so transferred or assigned and the Holder's obligations under this Agreement, and the rights not so transferred or assigned shall continue; *provided*, *however*, that if such transfer or assignment occurs after the filing and effectiveness of the Shelf Registration Statement, CPLP shall only be required to add such transferee or assignee to the existing Shelf Registration Statement if such transferee or assignee could be included without the filing of a post-effective amendment by the filing of a prospectus supplement; and *provided*, *further*, that such transferee or assignee shall only have the right to participate in Piggyback Registrations if such transferee or assignee could be included without the filing of a post-effective amendment by the filing of a prospectus supplement to any registration statement used in connection therewith. Further, in no event shall CPLP have any obligation to file any shelf registration statement for any Selling Holder other than the Shelf Registration Statement. Each such transfer or assignment shall be effective when (but only when) the transferee or assignee has signed and delivered the written assumption of responsibility to CPLP. Notwithstanding any other provision of this Agreement, no Person who acquires securities transferred in violation of this Agreement or the Subscription Agreement, or who acquires securities that are not or upon acquisition cease to be Registrable Securities, shall have any rights under this Agreement with respect to such securities, and such securities shall not have the benefits afforded hereunder to Registrable Securities.

Section 12. Miscellaneous.

(a) Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt or (b) on the second (2nd) business day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

If to CPLP:

Capital Product Partners L.P.
c/o Capital Ship Management Corp.
3 Iassonos Street
Piraeus 18537 Greece
Attn: Ioannis E. Lazaridis
Facsimile: +30 210 428 4879

Email: i.lazaridis@capitalpplp.com

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Jay Clayton
Facsimile: (212) 291-9026
Email: claytonwj@sullcrom.com

If to the Holders:

To the respective address listed on Schedule B hereof

with a copy to:

Baker Botts L.L.P.
98 San Jacinto Blvd., Suite 1500
Austin, Texas 78701
Attention: Laura L. Tyson
Facsimile: (512) 322-8377
Email: laura.tyson@bakerbotts.com

(b) No Waivers. No failure or delay by any party 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 rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Assignment. Neither this Agreement nor any right, remedy, obligation nor liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other parties, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except (i) an assignment, in the case of a merger or consolidation where such party is not the surviving entity, or a sale of substantially all of its assets, to the entity which is the survivor of such merger or consolidation or the purchaser in such sale or (ii) an assignment by a Holder to a Permitted Transferee in accordance with the terms hereof.

(d) No Third-Party Beneficiaries. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity other than CPLP and the Holders (and any Permitted Transferee to which an assignment is made in accordance with this Agreement), any benefits, rights, or remedies (except as specified in Section 8 hereof).

(e) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial, Etc. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the parties hereto agrees (a) to submit to the non-exclusive personal jurisdiction of the State or Federal courts in the Borough of Manhattan, The City of New York, (b) that non-exclusive jurisdiction and venue shall lie in the State or Federal courts in the State of New York and (c) that notice may be served upon such party at the address and in the manner set forth for such party in Section 12(a). To the extent permitted by applicable law, each of the parties hereto hereby unconditionally waives trial by jury in any legal action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(f) Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts (including by e-mail or facsimile) and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

(g) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof.

(h) Captions. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any provision of this Agreement.

(i) Severability. If any term, provision, covenant or restriction of this Agreement 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 Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(j) Independent Nature of Holder's Obligations. The obligations of each Holder under this Agreement are several and not joint with the obligations of any other Holder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder under this Agreement. Nothing contained herein, and no action taken by any Holder pursuant thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Holder shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose.

(k) Recapitalization, Exchanges, Etc. Affecting the Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of CPLP or any successor or assign of CPLP (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

(l) Aggregation of Registrable Securities. All Registrable Securities held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights and applicability of any obligations under this Agreement.

(m) Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

(n) Grant of Subsequent Registration Rights. From and after the date hereof, CPLP shall not, without the prior written consent of the Holders of a majority of the Registrable Securities, enter into any agreement with any current or future holder of any securities of CPLP that would allow such current or future holder to require CPLP to include securities in any registration statement filed by CPLP on a basis other than *pari passu* with, or expressly subordinate to the rights of, the Holders of Registrable Securities hereunder with respect to priority of the rights set forth in Sections 2(b) and 2(c).

(o) Amendments. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the prior written consent of CPLP and the Holders holding a majority of the then outstanding Registrable Securities; *provided, however,* that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

CAPITAL PRODUCT PARTNERS L.P.

By: /s/ Ioannis E. Lazaridis
Name: Ioannis E. Lazaridis
Title: Authorized Person

[*Signature Page to Registration Rights Agreement*]

KAYNE ANDERSON MLP INVESTMENT COMPANY

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker
James C. Baker
Managing Director

KAYNE ANDERSON ENERGY DEVELOPMENT COMPANY

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker
James C. Baker
Managing Director

KAYNE ANDERSON MIDSTREAM/ENERGY FUND, INC.

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker
James C. Baker
Managing Director

[*Signature Page to Registration Rights Agreement*]

OAKTREE VALUE OPPORTUNITIES FUND, L.P.

By: Oaktree Value Opportunities Fund GP, L.P., its General Partner

By: Oaktree Value Opportunities Fund GP Ltd., its General Partner

By: Oaktree Capital Management, L.P., its Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Jennifer Box
Name: Jennifer Box
Title: Senior Vice President

OAKTREE FF INVESTMENT FUND, L.P. - CLASS F

By: Oaktree FF Investment Fund GP, L.P., its General Partner

By: Oaktree FF Investment Fund GP Ltd., its General Partner

By: Oaktree Capital Management, L.P., its Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Jennifer Box
Name: Jennifer Box
Title: Senior Vice President

OAKTREE - TCDRS Strategic Credit, LLC

By: Oaktree Capital Management, L.P., its Manager

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Jennifer Box
Name: Jennifer Box
Title: Senior Vice President

[*Signature Page to Registration Rights Agreement*]

Schedule A – Holder Name; Purchased Units; Opt-Out

Purchaser	Purchased Units	Opt-Out
Kayne Anderson MLP Investment Company	3,030,303	No
Kayne Anderson Energy Development Company	606,061	No
Kayne Anderson Midstream/Energy Fund, Inc.	606,061	No
Oaktree Value Opportunities Fund, L.P.	1,818,182	No
Oaktree FF Investment Fund, L.P. - Class F	1,733,333	No
Oaktree - TCDRS Strategic Credit, LLC	690,909	No

Schedule B – Notice and Contact Information

Purchaser	Address
Kayne Anderson MLP Investment Company Kayne Anderson Energy Development Company Kayne Anderson Midstream/Energy Fund, Inc.	Kayne Anderson Capital Advisors, L.P. 717 Texas, Suite 3100 Houston, Texas 77002 Attention: James Baker Facsimile: (713) 655-7359 jbaker@kaynecapital.com
Oaktree Value Opportunities Fund, L.P. Oaktree FF Investment Fund, L.P. - Class F Oaktree - TCDRS Strategic Credit, LLC	Oaktree Capital Management, L.P. 333 S. Grand Ave., 29th Floor Los Angeles, California 90071 Attention: Jennifer Box Facsimile: (213) 830-8575 jbox@oaktreecapital.com

Exhibit IV

SHARE PURCHASE AGREEMENT

Dated 20th March 2013

between

CAPITAL MARITIME & TRADING CORP.

and

CAPITAL PRODUCT PARTNERS L.P.

TABLE OF CONTENTS

SHARE PURCHASE AGREEMENT (the "Agreement"), dated as of March 20, 2013, by and between CAPITAL MARITIME & TRADING CORP. (the "Seller"), a corporation organized under the laws of the Republic of the Marshall Islands, and CAPITAL PRODUCT PARTNERS L.P. (the "Buyer"), a limited partnership organized under the laws of the Republic of the Marshall Islands.

WHEREAS, the Buyer wishes to purchase from the Seller, and the Seller wishes to sell to the Buyer, the one hundred (100) shares of capital stock (the "Shares") representing all of the issued and outstanding shares of capital stock of Hercules Container Carrier S.A., a corporation organized under the laws of the Republic of Liberia with its registered office at 80 Broad Street, Monrovia, Liberia (the "Vessel Owning Subsidiary").

WHEREAS, the Vessel Owning Subsidiary is the registered owner of the Liberian flagged 5,000 TEUS class container carrier "HYUNDAI PREMIUM" (the "Vessel").

WHEREAS, the Vessel will be employed under a charter time charter ("NYPE" form) dated 18 July 2011 by Hyundai Merchant Marine Co. Ltd. a company incorporating in Korea and whose registered office is at 1-7 Yeonji-Dong, Jongno-Gu, Seoul, Korea, as charterer (the "**Charterer**") for a duration of 12 years commenced on 12th March 2013 (as amended on 18 July 2011, the "Charter").

WHEREAS, contemporaneously with the execution of this Agreement, the Buyer and Capital Ship Management Corp. ("CSM") will execute an amendment to the Floating Rate Management Agreement dated the 9th of June 2011 and entered into between the Buyer and CSM as same has been amended and/or supplemented from time to time (the "Amendment to the Management Agreement").

WHEREAS, within 15 days from the execution of this Agreement, the Buyer and Seller shall enter into a Share Purchase Agreement, whereby the Buyer will purchase from the Seller, and the Seller will sell to the Buyer for a purchase price of US Dollars 65,000,000, the one hundred (100) shares of capital stock representing all of the issued and outstanding shares of capital stock of Iason Container Carrier S.A., a corporation organized under the laws of the Republic of Liberia ("Iason") after Iason has acquired title to the Liberian flagged 5,000 TEUS class container carrier "HYUNDAI PARAMOUNT" (the "Acquisition").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Interpretation

SECTION 1.01. Definitions. In this Agreement, unless the context requires otherwise or unless otherwise specifically provided herein, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Agreement" means this Agreement, including its recitals and schedules, as amended, supplemented, restated or otherwise modified from time to time;

"Amendment to the Management Agreement" has the meaning given to it in the recitals;

"Applicable Law" in respect of any Person, property, transaction or event, means all laws, statutes, ordinances, regulations, municipal by-laws, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders, codes of practice and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event and all general principles of common law and equity;

"Buyer" has the meaning given to it in the preamble;

"Buyer Entities" means the Buyer and its subsidiaries;

"Buyer Indemnitees" has the meaning given to it in Section 9.01;

"Charter" has the meaning given to it in the recitals;

"Charterer" has the meaning given to it in the recitals;

"Closing" has the meaning given to it in Section 2.02;

"Closing Date" has the meaning given to it in Section 2.02;

"Commission" has the meaning given to it in Section 7.03;

"Commitment" means (a) options, warrants, convertible securities, exchangeable securities, subscription rights, conversion rights, exchange rights or other contracts that could require a Person to issue any of its equity interests or to sell any equity interests it owns in another Person (other than this Agreement and the related transaction documents); (b) any other securities convertible into, exchangeable or exercisable for, or representing the right to subscribe for any equity interest of a Person or owned by a Person; and (c) stock appreciation rights, phantom stock, profit participation, or other similar rights with respect to a Person;

"Contracts" has the meaning given to it in Section 5.08;

"CSM" has the meaning given to it in the recitals;

"Encumbrance" means any mortgage, lien, charge, assignment, adverse claim, hypothecation, restriction, option, covenant, condition or encumbrance, whether fixed or floating, on, or any security interest in, any property whether real, personal or mixed, tangible or intangible, any pledge or hypothecation of any property, any deposit arrangement, priority, conditional sale agreement, other title retention agreement or equipment trust, capital lease or other security arrangements of any kind;

"Equity Interest" means (a) with respect to any entity, any and all shares of capital stock or other ownership interest and any Commitments with respect thereto, (b) any other direct equity ownership or participation in a Person and (c) any Commitments with respect to the interests described in (a) or (b);

"Exchange Act" has the meaning given to it in Section 7.03;

"Governmental Authority" means any domestic or foreign government, including federal, provincial, state, municipal, county or regional government or governmental or regulatory authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing and any multinational or supranational organization;

"Losses" means, with respect to any matter, all losses, claims, damages, liabilities, deficiencies, costs, expenses (including all costs of investigation, legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) or diminution of value, whether or not involving a claim from a third party, however specifically excluding consequential, special and indirect losses, loss of profit and loss of opportunity;

"Notice" means any notice, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any Person;

"Organizational Documents" has the meaning given to it in Section 5.03;

"Parties" means all parties to this Agreement and "Party" means any one of them;

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of the Buyer dated February 22, 2010, as amended from time to time.

"Person" means an individual, entity or association, including any legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization or Governmental Authority;

"Permits" has the meaning given to it in Section 5.13;

"Purchase Price" has the meaning given to it in Section 2.04;

"Securities Act" means the Securities Act of 1933, as amended from time to time;

"Seller" has the meaning given to it in the preamble;

"Seller Entities" means the Seller and its affiliates other than the Buyer Entities;

"Seller Indemnities" has the meaning given to it in Section 9.02;

"Shares" has the meaning given to it in the recitals;

"Shipbuilding Contract" means the Shipbuilding Contract, dated 15 April 2011, by and between the Vessel Owning Subsidiary and Hyundai Heavy Industries Co., as amended on 8 October 2012;

"Taxes" means all income, franchise, business, property, sales, use, goods and services or value added, withholding, excise, alternate minimum capital, transfer, excise, customs, anti-dumping, stumpage, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, dues and charges and other taxes required to be reported upon or paid to any domestic or foreign jurisdiction and all interest and penalties thereon;

"Vessel" has the meaning given to it in the recitals; and

"Vessel Owning Subsidiary" has the meaning given to it in the recitals.

ARTICLE II

Purchase and Sale of Shares; Closing

SECTION 2.01. Purchase and Sale of Shares. The Seller agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller for the Purchase Price and in accordance with and subject to the terms and conditions set forth in this Agreement, the Shares which in turn shall result in the Buyer indirectly owning the Vessel.

SECTION 2.02. Closing. On the terms of this Agreement, the sale and transfer of the Shares and payment of the Purchase Price shall take place on the date hereof (the "Closing Date"). The sale and transfer of the Shares is hereinafter referred to as "Closing."

SECTION 2.03. Place of Closing. The Closing shall take place at the premises of CSM at 3 Iassonos Street, Piraeus, Greece.

SECTION 2.04. Purchase Price for Shares. On the Closing Date, the Buyer shall pay to the Seller (to such account as the Seller shall nominate) the amount of US Dollars 65,000,000 (the "Purchase Price") in exchange for the Shares. The Buyer shall have no responsibility or liability hereunder for the Seller's allocation and distribution of the Purchase Price among the Seller Entities.

SECTION 2.05. Payment of the Purchase Price. The Purchase Price (to the extent paid in US Dollars) will be paid by the Buyer to the Seller of the Shares by wire transfer of immediately available funds to an account designated in writing by the Seller.

ARTICLE III

Representations and Warranties of the Buyer

The Buyer represents and warrants to the Seller that as of the date hereof:

SECTION 3.01. Organization and Limited Partnership Authority. The Buyer is duly formed, validly existing and in good standing under the laws of the Republic of the Marshall Islands, and has all requisite limited partnership power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer, has been effectively authorized by all necessary action, limited partnership or otherwise, and constitutes legal, valid and binding obligations of the Buyer. No meeting has been convened or resolution proposed or petition presented and no order has been made to wind up the Buyer.

SECTION 3.02. Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement or other instrument to which the Buyer is a party or by which it is bound, the Certificate of Formation and the Partnership Agreement, any judgment, decree, order or award of any court, governmental body or arbitrator by which the Buyer is bound, or any law, rule or regulation applicable to the Buyer which would have a material effect on the transactions contemplated hereby.

SECTION 3.03. No Legal Bar. The Buyer is not prohibited by any order, writ, injunction or decree of any body of competent jurisdiction from consummating the transactions contemplated by this Agreement and no such action or proceeding is pending or, to the best of its knowledge and belief, threatened against the Buyer which questions the validity of this Agreement, any of the transactions contemplated hereby or any action which has been taken by any of the parties in connection herewith or in connection with any of the transactions contemplated hereby.

SECTION 3.04. Securities Act. The Shares purchased by the Buyer pursuant to this Agreement are being acquired for investment purposes only and not with a view to any public distribution thereof, and the Buyer shall not offer to sell or otherwise dispose of the Shares so acquired by it in violation of any of the registration requirements of the Securities Act. The Buyer acknowledges that it is able to fend for itself, can bear the economic risk of its investment in the Shares, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in all of the Shares. The Buyer is an "accredited investor" as such term is defined in Regulation D under the Securities Act. The Buyer understands that, when issued to the Buyer at the Closing, none of the Shares will be registered pursuant to the Securities Act and that all of the Shares will constitute "restricted securities" under the federal securities laws of the United States.

SECTION 3.05. Independent Investigation. The Buyer has had the opportunity to conduct to its own satisfaction independent investigation, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Vessel Owning Subsidiary and, in making the determination to proceed with the transactions contemplated hereby, has relied solely on the results of its own independent investigation and the representations and warranties set forth in Articles IV, V and VI.

ARTICLE IV

Representations and Warranties of the Seller

The Seller represents and warrants to the Buyer that as of the date hereof:

SECTION 4.01. Organization and Corporate Authority. The Seller is duly incorporated, validly existing and in good standing under the laws of the Republic of the Marshall Islands, and has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller, has been effectively authorized by all necessary action, corporate or otherwise, and constitutes legal, valid and binding obligations of the Seller. No meeting has been convened or resolution proposed or petition presented and no order has been made to wind up the Seller.

SECTION 4.02. Agreement Not in Breach. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement or other instrument to which the Seller is a party or by which it is bound, the Articles of Incorporation and Bylaws of the Seller, any judgment, decree, order or award of any court, governmental body or arbitrator by which the Seller is bound, or any law, rule or regulation applicable to the Seller.

SECTION 4.03. No Legal Bar. The Seller is not prohibited by any order, writ, injunction or decree of any body of competent jurisdiction from consummating the transactions contemplated by this Agreement and no such action or proceeding is pending or, to the best of its knowledge and belief, threatened against the Seller which questions the validity of this Agreement, any of the transactions contemplated hereby or any action which has been taken by any of the parties in connection herewith or in connection with any of the transactions contemplated hereby.

SECTION 4.04. Good and Marketable Title to Shares. The Seller is the owner (of record and beneficially) of all of the Shares and has good and marketable title to the Shares, free and clear of any and all Encumbrances. The Shares constitute 100% of the issued and outstanding Equity Interests of the Vessel Owning Subsidiary.

SECTION 4.05. The Shares. Assuming the Buyer has the requisite power and authority to be the lawful owner of the Shares, upon delivery to the Buyer at the Closing of certificates representing the Shares, duly endorsed by the Seller for transfer to the Buyer or accompanied by appropriate instruments sufficient to evidence the transfer from the Seller to the Buyer of the Shares under the Applicable Laws of the relevant jurisdiction, or delivery of such Shares by electronic means, and upon the Seller's receipt of the Purchase Price, the Buyer shall own good and valid title to the Shares, free and clear of any Encumbrances, other than those arising from acts of the Buyer Entities. Other than this Agreement and any related transaction documents, the Organizational Documents and restrictions imposed by Applicable Law, at the Closing, the Shares will not be subject to any voting trust agreement or other contract, agreement, arrangement, commitment or understanding restricting or otherwise relating to the voting, dividend rights or disposition of the Shares, other than any agreement to which any Buyer Entity is a party.

ARTICLE V

Representations and Warranties of the Seller Regarding the Vessel Owning Subsidiary

The Seller represents and warrants to the Buyer that as of the date hereof:

SECTION 5.01. Organization Good Standing and Authority. The Vessel Owning Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of the Republic of Liberia. The Vessel Owning Subsidiary has full corporate power and authority to carry on its business as it is now, and has since its incorporation been, conducted, and is entitled to own, lease or operate the properties and assets it now owns, leases or operates and to enter into legal and binding contracts. No meeting has been convened or resolution proposed or petition presented and no order has been made to wind up the Vessel Owning Subsidiary.

SECTION 5.02. Capitalization; Title to Shares. The Shares consist of the 100 shares of capital stock without par value and have been duly authorized and validly issued and are fully paid and non-assessable, and constitute the total issued and outstanding Equity Interests of the Vessel Owning Subsidiary. There are not outstanding (i) any options, warrants or other rights to purchase from the Vessel Owning Subsidiary any equity interests of the Vessel Owning Subsidiary, (ii) any securities convertible into or exchangeable for shares of such equity interests of the Vessel Owning Subsidiary or (iii) any other commitments of any kind for the issuance of additional shares of equity interests or options, warrants or other securities of the Vessel Owning Subsidiary.

SECTION 5.03. Organizational Documents. The Seller has supplied to the Buyer true and correct copies of the organizational documents of the Vessel Owning Subsidiary, as in effect as of the date hereof (the "Organizational Documents").

SECTION 5.04. Agreement Not in Breach. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate, or result in a breach of, any of the terms and provisions of, or constitute a default under, or conflict with, or give any other party thereto a right to terminate any agreement or other instrument to which the Vessel Owning Subsidiary is a party or by which it is bound including, without limitation, any of the Organizational Documents, or any judgment, decree, order or award of any court, governmental body or arbitrator applicable to the Vessel Owning Subsidiary.

SECTION 5.05. Litigation.

(a) There is no action, suit or proceeding to which the Vessel Owning Subsidiary is a party (either as a plaintiff or defendant) pending before any court or governmental agency, authority or body or arbitrator; there is no action, suit or proceeding threatened against the Vessel Owning Subsidiary; and, to the best knowledge of the Seller, there is no basis for any such action, suit or proceeding;

(b) The Vessel Owning Subsidiary has not been permanently or temporarily enjoined by any order, judgment or decree of any court or any governmental agency, authority or body from engaging in or continuing any conduct or practice in connection with the business, assets, or properties of the Vessel Owning Subsidiary; and

(c) There is not in existence any order, judgment or decree of any court or other tribunal or other agency enjoining or requiring the Vessel Owning Subsidiary to take any action of any kind with respect to its business, assets or properties.

SECTION 5.06. Indebtedness to and from Officers, etc. The Vessel Owning Subsidiary will not be indebted, directly or indirectly, to any person who is an officer, director, stockholder or employee of the Seller or any spouse, child, or other relative or any affiliate of any such person, nor shall any such officer, director, stockholder, employee, relative or affiliate be indebted to the Vessel Owning Subsidiary.

SECTION 5.07. Personnel. The Vessel Owning Subsidiary has no employees.

SECTION 5.08. Contracts and Agreements. Other than the Charter and the Amendment to the Management Agreement (together, the "Contracts"), there are no material contracts or agreements, written or oral, to which the Vessel Owning Subsidiary is a party or by which any of its assets are bound.

(a) Each of the Contracts and the Shipbuilding Contract is a valid and binding agreement of the Vessel Owning Subsidiary, and to the best knowledge of the Seller, of all other parties thereto;

(b) The Vessel Owning Subsidiary has fulfilled all material obligations required pursuant to its Contracts and the Shipbuilding Contract to have been performed by it prior to the date hereof and has not waived any material rights thereunder, including payment in full of the purchase price for the Vessel, together with any other payments of the Vessel Owning Subsidiary due thereunder; and

(c) There has not occurred any material default under any of the Contracts or the Shipbuilding Contract on the part of the Vessel Owning Subsidiary, or to the best knowledge of the Seller, on the part of any other party thereto nor has any event occurred which with the giving of notice or the lapse of time, or both, would constitute any material default on the part of the Vessel Owning Subsidiary under any of the Contracts or the Shipbuilding Contract nor, to the best knowledge of the Seller, has any event occurred which with the giving of notice or the lapse of time, or both, would constitute any material default on the part of any other party to any of the Contracts.

SECTION 5.09. Compliance with Law. The conduct of business by the Vessel Owning Subsidiary does not and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate any laws, statutes, ordinances, rules, regulations, decrees, orders, permits or other similar items in force (including, but not limited to, any of the foregoing relating to employment discrimination, environmental protection or conservation) of any country, province, state or other governing body, the enforcement of which would materially and adversely affect the business, assets, condition (financial or otherwise) or prospects of the Vessel Owning Subsidiary taken as a whole, nor has the Vessel Owning Subsidiary received any notice of any such violation.

SECTION 5.10. No Undisclosed Liabilities. The Vessel Owning Subsidiary (or the Vessel owned by it) has no liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, and whether due or to become due (including, without limitation, any liability for Taxes and interest, penalties and other charges payable with respect to any such liability or obligation, including under the Shipbuilding Contract). Notwithstanding the foregoing, the Parties acknowledge and agree that there may be obligations under the Contracts that are not due and payable as of the date hereof and that (together with any payments under the Shipbuilding Contract) will be the responsibility of the Seller pursuant to Section 9.01(c) of this Agreement.

SECTION 5.11. Disclosure of Information. The Seller has disclosed to the Buyer all material information on, and about, the Vessel Owning Subsidiary and the Vessel and all such information is true, accurate and not misleading in any material respect. Nothing has been withheld from the material provided to the Buyer which would render such information untrue or misleading.

SECTION 5.12. Payment of Taxes. The Vessel Owning Subsidiary has filed all foreign, federal, state and local income and franchise tax returns required to be filed, which returns are correct and complete in all material respects, and has timely paid all taxes due from it, and the Vessel is in good standing with respect to the payment of past and current Taxes, fees and other amounts payable under the laws of the jurisdiction where it is registered as would affect its registry with the ship registry of such jurisdiction.

SECTION 5.13. Permits. The Vessel Owning Subsidiary has such permits, consents, licenses, franchises, concessions, certificates and authorizations ("Permits") of, and has all declarations and filings with, and is qualified and in good standing in each jurisdiction of, all federal, provincial, state, local or foreign Governmental Authorities and other Persons, as are necessary to own or lease its properties and to conduct its business in the manner that is standard and customary for a business of its nature other than such Permits the absence of which, individually or in the aggregate, has not and could not reasonably be expected to materially or adversely affect the Vessel Owning Subsidiary. The Vessel Owning Subsidiary has fulfilled and performed all its obligations with respect to such Permits which are or will be due to have been fulfilled and performed by such date and no event has occurred that would prevent the Permits from being renewed or reissued or that allows, or after notice or lapse of time would allow, revocation or termination thereof or results or would result in any impairment of the rights of the holder of any such Permit, except for such non-renewals, non-issues, revocations, terminations and impairments that would not, individually or in the aggregate, materially or adversely affect the Vessel Owning Subsidiary, and none of such Permits contains any restriction that is materially burdensome to the Vessel Owning Subsidiary.

SECTION 5.14. No Material Adverse Change in Business. Since December 31, 2011, there has been no material adverse change in the condition, financial or otherwise, or in the earnings, properties, business affairs or business prospects of the Vessel Owning Subsidiary, whether or not arising in the ordinary course of business, that would have or could reasonably be expected to have a material adverse effect on the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Vessel Owning Subsidiary.

ARTICLE VI

Representations and Warranties of the Seller regarding the Vessel

The Seller represents and warrants to the Buyer that as of the date hereof:

SECTION 6.01. Title to Vessel. The Vessel Owning Subsidiary is the owner (beneficially and of record) of the Vessel and has good and marketable title to the Vessel.

SECTION 6.02. No Encumbrances. The assets of the Vessel Owning Subsidiary and the Vessel are free of all Encumbrances other than the Encumbrances arising under the Charter.

SECTION 6.03. Condition. The Vessel is (i) adequate and suitable for use by the Vessel Owning Subsidiary in the manner that is standard and customary for a vessel of its type, ordinary wear and tear excepted; (ii) seaworthy in all material respects for hull and machinery insurance warranty purposes and in good running order and repair; (iii) insured against all risks, and in amounts, consistent with common industry practices; (iv) in compliance with maritime laws and regulations; and (v) in compliance in all material respects with the requirements of its class and classification society; and all class certificates of the Vessel are clean and valid and free of recommendations affecting class; and the Buyer acknowledges and agrees that, subject only to the representations and warranties in this Agreement, it is acquiring the Vessel on an "as is, where is" basis.

ARTICLE VII

Covenants

SECTION 7.01. Financial Statements. The Seller agrees to cause the Vessel Owning Subsidiary to provide access to the books and records of the Vessel Owning Subsidiary to allow the Buyer's outside auditing firm to prepare at the Buyer's expense any information, review or audit the Buyer reasonably believes is required to be furnished or provided by the Buyer pursuant to applicable securities laws. The Seller will (A) direct its auditors to provide the Buyer's auditors access to the auditors' work papers and (B) use its commercially reasonable efforts to assist the Buyer with any such information, review or audit and to provide other financial information reasonably requested by the Buyer or its auditors, including the delivery by the Seller Entities of any information, letters and similar documentation, including reasonable "management representation letters" and attestations.

SECTION 7.02. Expenses. All costs, fees and expenses incurred in connection with this Agreement and the related transaction documents shall be paid by the Buyer, including all costs, fees and expenses incurred in connection with conveyance fees, recording charges and other fees and charges applicable to the transfer of the Shares. For the avoidance of doubt, all costs and expenses incurred by the Buyer to load the Vessel with fuel oil, lubricating oil, greases, fresh water and other stores necessary to operate the Vessel after the Closing as well as in connection with the delivery of the Vessel to the delivery port (ballast) shall be for the Buyer’s account.

SECTION 7.03. The parties hereto shall consummate the Acquisition within 15 days from the date of execution of this Agreement, on terms substantially similar to those provided for herein.

ARTICLE VIII

Amendments and Waivers

SECTION 8.01. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each parties hereto. By an instrument in writing the Buyer, on the one hand, or the Seller, on the other hand, may waive compliance by the other with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

ARTICLE IX

Indemnification

SECTION 9.01. Indemnity by the Seller. The Seller shall be liable for, and shall indemnify the Buyer and each of its subsidiaries and each of their directors, employees, agents and representatives (the "Buyer Indemnitees") against and hold them harmless from, any Losses, suffered or incurred by such Buyer Indemnitee:

(a) by reason of, arising out of or otherwise in respect of any inaccuracy in, or breach of, any representation or warranty (without giving effect to any supplement to the schedules or qualifications as to materiality or dollar amount or other similar qualifications), or a failure to perform or observe any covenant, agreement or obligation of, the Seller in or under this Agreement or in or under any document, instrument or agreement delivered pursuant to this Agreement by the Seller;

(b) any fees, expenses or other payments incurred or owed by the Seller or the Vessel Owning Subsidiary to any brokers, financial advisors or comparable other persons retained or employed by it in connection with the transactions contemplated by this Agreement; or

(c) by reason of, arising out of or otherwise in respect of obligations, liabilities, expenses, cost and claims relating to, arising from or otherwise attributable to the assets owned by the Vessel Owning Subsidiary or the assets, operations, and obligations of the Vessel Owning Subsidiary or the businesses thereof, in each case, to the extent relating to, arising from, or otherwise attributable to facts, circumstances or events occurring prior to the Closing Date.

SECTION 9.02. Indemnity by the Buyer. The Buyer shall indemnify the Seller and its subsidiaries other than any Buyer Indemnitees and each of their respective officers, directors, employees, agents and representatives (the "Seller Indemnitees") against and hold them harmless from, any Losses, suffered or incurred by such Seller Indemnitee by reason of, arising out of or otherwise in respect of any inaccuracy in, or breach of, any representation or warranty (without giving effect to any supplement to the schedules occurring after the date hereof or qualifications as to materiality or dollar amount or other similar qualifications), or a failure to perform or observe any covenant, agreement or obligation of, the Buyer in or under this Agreement or in or under any document, instrument or agreement delivered pursuant to this Agreement by the Buyer.

SECTION 9.03. Exclusive Post-Closing Remedy. After the Closing, and except for any non-monetary, equitable relief to which any Party may be entitled, or any remedies for willful misconduct or actual fraud, the rights and remedies set forth in this Article IX shall constitute the sole and exclusive rights and remedies of the Parties under or with respect to the subject matter of this Agreement.

ARTICLE X

Miscellaneous

SECTION 10.01. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed wholly within such jurisdiction without giving effect to conflict of law principles thereof other than Section 5-1401 of the New York General Obligations Law, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Vessel is located, shall apply.

SECTION 10.02. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 10.03. Complete Agreement. This Agreement and Schedules hereto contain the entire agreement between the parties hereto with respect to the transactions contemplated herein and, except as provided herein, supersede all previous oral and written and all contemporaneous oral negotiations, commitments, writings and understandings.

SECTION 10.04. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 10.05. Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any governmental body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provision added so as to give effect, as nearly as possible, to the intention of the Parties as expressed in this Agreement at the time of execution of this Agreement.

SECTION 10.06. Third Party Rights. Except to the extent provided in Article X, a Person who is not a party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement.

SECTION 10.07. Notices. Any notice, claim or demand in connection with this Agreement shall be delivered to the parties at the following addresses (or at such other address or facsimile number for a party as may be designated by notice by such party to the other party):

(a) if to Capital Maritime & Trading Corp., as follows:
c/o Capital Ship Management Corp.,
3 Iassonos Street, Piraeus, Greece
Attention: Evangelos M. Marinakis
Facsimile: +30 210 428 4286

(b) if to Capital Product Partners L.P., as follows:
c/o Capital Ship Management Corp.,
3 Iassonos Street, Piraeus, Greece
Attention: Ioannis E. Lazaridis
Facsimile: +30 210 428 4285

and any such notice shall be deemed to have been received (i) on the next working day in the place to which it is sent, if sent by facsimile or (ii) forty eight (48) hours from the time of dispatch, if sent by courier.

SECTION 10.08. Representations and Warranties to Survive. All representations and warranties of the Buyer and Seller contained in this Agreement shall survive the Closing and shall remain operative and in full force and effect after the Closing, regardless of (a) any investigation made by or on behalf of any Party or its affiliates, any Person controlling any Party, its officers or directors, and (b) delivery of and payment for the Shares.

SECTION 10.09. Remedies. Except as expressly provided in Section 9.03, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided in this Agreement, nothing in this Agreement will be considered an election of remedies.

SECTION 10.10. Non-recourse to General Partner. Neither the Buyer's general partner nor any other owner of Equity Interests in the Buyer shall be liable for the obligations of the Buyer under this Agreement or any of the related transaction documents, including, in each case, by reason of any payment obligation imposed by governing partnership statutes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the date first above written.

CAPITAL MARITIME & TRADING CORP.,
by

/s/ Evangelos M. Marinakis

Name: Evangelos M. Marinakis
Title: President and Chief Executive Officer

CAPITAL PRODUCT PARTNERS L.P.
by Capital GP L.L.C., its general partner

by

/s/ Ioannis E. Lazaridis

Name: Ioannis E. Lazaridis
Title: Chief Executive Officer and Chief Financial Officer of Capital GP, L.L.C.