UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13D-1(A) AND AMENDMENTS THERETO FILED PURSUANT TO § 240.13D-2(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 29)

Capital Product Partners L.P.
(Name of Issuer)

Common units, representing limited partner interests
(Title of Class of Securities)

Y11082206
(CUSIP Number)

Gerasimos (Jerry) Kalogiratos
Capital Maritime & Trading Corp.
3 Iassonos Street
Piraeus, 18537, Greece
Tel: +30 210 458-4950

with a copy to:

Richard A. Pollack
Sullivan & Cromwell LLP
1 New Fetter Lane
London, EC4A 1AN
Tel: +44-20-7959-8900
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 1, 2024
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

1.	Name of Reporting Person Capital Maritime & Trading Corp.	
2.	Check the Appropriate Box if a Member of a Group (A) ☐ (B) ☒	
3.	SEC Use Only	
4.	Source of Funds OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization The Republic of The Marshall Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: None
	8.	Shared Voting Power: 29,808,881 Common Units(1)
	9.	Sole Dispositive Power: None
	10.	Shared Dispositive Power: 29,808,881 Common Units(1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 29,808,881 Common Units(1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐	
13.	Percent of Class Represented by Amount in Row (11) 54.3%(2)	
14.	Type of Reporting Person CO	

(1) "Common Units" refers to the common units issued by Capital Product Partners L.P. (the "Issuer") representing limited partnership interests of the Issuer. The Marinakis family, including Evangelos M. Marinakis, through its beneficial ownership of Capital Maritime, may be deemed to beneficially own the Common Units held by Capital Maritime.

(2) The percentages reported in this Schedule 13D are calculated using a denominator of 54,887,313 Common Units outstanding (excluding 2,122,352 treasury units and 348,570 general partner units).

1.	Name of Reporting Person Evangelos M. Marinakis	
2.	Check the Appropriate Box if a Member of a Group (A) ☐ (B) ☒	
3.	SEC Use Only	
4.	Source of Funds OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Greece	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: None
	8.	Shared Voting Power: 29,808,881 Common Units(1)
	9.	Sole Dispositive Power: None
	10.	Shared Dispositive Power: 29,808,881 Common Units(1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 29,808,881 Common Units(1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐	
13.	Percent of Class Represented by Amount in Row (11) 54.3%(2)	
14.	Type of Reporting Person IN	

(1) Represents the number of Common Units held by Capital Maritime that may be deemed to be beneficially owned by the Marinakis family, including Evangelos M. Marinakis. The Marinakis family may be deemed to beneficially own Capital Maritime.

(2) The percentages reported in this Schedule 13D are calculated using a denominator of 54,887,313 Common Units outstanding (excluding 2,122,352 treasury units and 348,570 general partner units).

1.	Name of Reporting Person Miltiadis E. Marinakis	
2.	Check the Appropriate Box if a Member of a Group (A) ☐ (B) ☒	
3.	SEC Use Only	
4.	Source of Funds OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Greece	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: None
	8.	Shared Voting Power: 1,153,846 Common Units(1)
	9.	Sole Dispositive Power: None
	10.	Shared Dispositive Power: 1,153,846 Common Units(1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,153,846 Common Units(1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ☐	
13.	Percent of Class Represented by Amount in Row (11) 2.1%(2)	
14.	Type of Reporting Person IN	

(1) Represents the number of Common Units held by Capital Gas Corp. ("Capital Gas") that may be deemed to be beneficially owned by Miltiadis E. Marinakis on behalf of the Marinakis family.

(2) The percentages reported in this Schedule 13D are calculated using a denominator of 54,887,313 Common Units outstanding (excluding 2,122,352 treasury units and 348,570 general partner units).

This Amendment No. 29 amends and supplements the disclosures in Items 2 and 4, 5 and 6 of the Schedule 13D (the "Schedule 13D") filed with the SEC on April 4, 2008, as amended by amendments thereto filed on December 29, 2023, December 26, 2023, November 13, 2023, October 6, 2023, September 29, 2023, June 21, 2023, May 26, 2023, October 17, 2022, August 8, 2022, April 4, 2022, December 21, 2021, December 7, 2021, October 18, 2021, September 22, 2020, September 10, 2020, May 1, 2019, December 14, 2018, December 3, 2018, April 23, 2015, September 29, 2014, March 29, 2013, June 13, 2012, May 31, 2012, October 26, 2011, October 5, 2011, May 9, 2011, February 26, 2009, and April 30, 2008, relating to the Common Units of the Issuer, a limited partnership organized under the laws of the Republic of the Marshall Islands. Unless specifically amended hereby, the disclosures set forth in the Schedule 13D remain unchanged.

Item 2. Identity and Background.

This Schedule 13D is jointly filed by Capital Maritime & Trading Corp. ("Capital Maritime"), Evangelos M. Marinakis and Miltiadis E. Marinakis (collectively, the "Reporting Persons").

The principal business office and address of each Reporting Person is c/o Capital Maritime, 3 Iassonos Street Piraeus, 18537, Greece.

Mr. Evangelos M. Marinakis is the chairman and a director of Capital Maritime.

Mr. Miltiadis E. Marinakis is the son of Mr. Evangelos M. Marinakis. Although not engaged in day-to-day management, Mr. Miltiadis E. Marinakis holds and oversees certain shipping interests on behalf of the Marinakis family.

Capital Maritime is a corporation incorporated in the Marshall Islands. The principal business of Capital Maritime consists of shipping and transportation services.

Capital Gas is a corporation incorporated in the Marshall Islands. The principal business of Capital Gas consists of shipping and transportation services.

The name, position, address and citizenship of the directors and executive officers of Capital Maritime are set forth on Schedule A attached hereto, and are incorporated herein by reference.

During the past five years, none of the Reporting Persons, and to the best of their knowledge, none of the Reporting Persons' directors or executive officers (as applicable) (1) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (2) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented to include the following:

On August 1, 2024, the Board of Directors of the Issuer (the "Board"), the conflicts committee of the Board (the "Conflicts Committee"), a majority of the limited partners of the Issuer and the general partner of the Issuer, Capital GP L.L.C., an affiliate of the Reporting Persons (the "General Partner" or "CGP LLC") approved the entry by the Issuer into a Plan of Conversion pursuant to which, among other things, (i) the Issuer shall be converted from a Marshall Islands limited partnership to a Marshall Islands corporation to be named "Capital Clean Energy Carriers Corp." (the "Corporation") pursuant to and in accordance with the Marshall Islands Limited Partnership Act (the "Partnership Act") and the Marshall Islands Business Corporations Act (the "MIBCA"), (ii) each of the outstanding Common Units of the Issuer shall be converted into one common share, with par value $0.01 per share, of the Corporation ("Common Shares") and (iii) the 348,570 outstanding General Partner units and all outstanding incentive distribution rights of the Issuer shall be converted into 3,500,000 Common Shares (collectively, the "Conversion"). Immediately following the Conversion, the Reporting Persons, together with CGP LLC are expected to beneficially own 59.0% of the outstanding Common Shares of the Corporation (based on 58,387,313 Common Shares expected to be outstanding immediately following the Conversion and excluding 2,122,352 Common Shares expected to be held in treasury).

In accordance with the Plan of Conversion, the Issuer will file a Certificate of Conversion (the "Certificate of Conversion") and Articles of Incorporation of the Corporation (the "Articles of Incorporation"), in substantially the forms attached to the Plan of Conversion, with the Registrar of Corporations of the Republic of the Marshall Islands pursuant to Sections 5 and 132 of the MIBCA and Section 27 of the Partnership Act. The Certificate of Conversion and the Articles of Incorporation are expected to be filed with the Registrar of Corporations of the Republic of the Marshall Islands on August 26, 2024 (the "Effective Date"). On the Effective Date, the Issuer will adopt the Bylaws of the Corporation (the "Bylaws"), in substantially the form attached to the Plan of Conversion.

In connection with the Conversion, on the Effective Date the Corporation will enter into a Shareholders' Agreement with Capital Maritime, Capital Gas and CGP LLC, setting forth certain governance matters with respect to the Corporation and a Registration Rights Agreement with Capital Maritime, Capital Gas, CGP LLC, Paparebecorp Limited, a Cyprus limited liability company ("Paparebecorp") and Ascetico Limited, a Cyprus limited liability company (together with Paparebecorp and their Affiliates, the "Yoda Parties"), setting forth certain registration rights with respect to the Corporation (the "Registration Rights Agreement"). The Corporation will also enter into an Executive Services Agreement with CGP LLC, pursuant to which CGP LLC and its affiliates will provide certain executive, investor relations and corporate support services to the Corporation (the "Executive Services Agreement").

Further details on the Conversion, the Shareholders' Agreement, the Registration Rights Agreement and the Executive Services Agreement are set out below.

The Conversion and Articles of Incorporation

On the Effective Date, the Issuer shall be converted to the Corporation and, for all purposes of the laws of the Republic of the Marshall Islands and otherwise, the Conversion shall be deemed a continuation of the existence of the Issuer in the form of a Marshall Islands corporation. The Second Amended and Restated Agreement of Limited Partnership of the Issuer (the "Partnership Agreement") and the Certificate of Limited Partnership of the Issuer shall terminate and no longer govern the affairs of the Issuer, but instead the affairs of the Corporation shall be governed by the MIBCA, the Articles of Incorporation and the Bylaws. As a result, the General Partner will give up its existing management and consent rights with respect to the Issuer pursuant to the Partnership Agreement, including its right to appoint three directors to the Board and its veto rights over, among other things, approval of mergers, consolidations and other significant corporate transactions and amendments to the Issuer's governing documents.

Pursuant to the Articles of Incorporation and the Bylaws, the Corporation's board of directors will consist of eight directors, a majority of which will be "independent" in accordance with Nasdaq rules. All directors will be elected by majority vote of the holders of Common Shares (including Capital Maritime and its affiliates), other than in a contested election, in which the election of directors will be by a plurality vote. Immediately following the Effective Date, the following will be appointed to serve as an initial director of the Corporation until the first annual meeting of shareholders of the Corporation and until their successor is elected and qualified, or until such director's earlier death, resignation, disqualification or removal: Keith Forman, Gerasimos (Jerry) Kalogiratos, Gurpal Grewal, Atsunori Kozuki, Rory Hussey, Abel Rasterhoff, Eleni Tsoukala and Dimitris P. Christacopoulos. The Board will form an audit committee, a compensation committee, a conflicts committee, an Environmental, Social and Governance (ESG) Committee and a nominating committee (the "Nominating Committee").

The Articles of Incorporation will include an interested shareholder provision, pursuant to which the Corporation shall not engage in any business combination with any "interested shareholder" for a period of three years following the time that such shareholder became an "interested shareholder" unless (i) prior to such time, the Corporation's board of directors approved either the business combination or the transaction that resulted in the shareholder becoming an "interested shareholder", (ii) upon consummation of the transaction which resulted in the shareholder becoming an "interested shareholder", the shareholder owned at least 85% of the voting stock of the Corporation outstanding at the time the transaction commenced, or (iii) at or subsequent to such time the business combination is approved by the Corporation's board of directors and authorized at an annual or special meeting of shareholders, and not by written consent, by the affirmative vote of at least 66-⅔% of the outstanding voting stock which are not owned by the "interested shareholder", its affiliates or its associates. For purposes of this provision of the Articles of Incorporation, the term "interested shareholder" will mean any person (other than the Corporation and any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three year period immediately prior to the date on which it is sought to be determined whether such person is an interested shareholder, and the affiliates and associates of such person; provided, however, that the term "interested shareholder" shall not include (A) any person, and its affiliates and associates, that together with its affiliates and associates (excluding the Corporation or any subsidiary of the Corporation) owned shares in excess of the 15% limitation as of the effective date of the Conversion for so long as such person, together with its affiliates and associates continues to own 15% or more of the outstanding voting stock of the Corporation; or (B) any person whose ownership of shares in excess of the 15% limitation is the result of action taken solely by the Corporation; provided that such person specified in clause (B) shall be an interested shareholder if thereafter such person acquires additional voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. The restrictions contained in this provision of the Articles of Incorporation shall not apply if a shareholder becomes an "interested shareholder" inadvertently and (i) as soon as practicable divests itself of ownership of sufficient shares so that the shareholder ceases to be an "interested shareholder"; and (ii) would not, at any time within the three-year period immediately prior to a business combination between the Corporation and such shareholder, have been an "interested shareholder" but for the inadvertent acquisition of ownership.

Shareholders' Agreement

The Shareholders' Agreement sets forth certain governance rights and other matters with respect to the Corporation. Pursuant to the Shareholders' Agreement, until Capital Maritime and its affiliates cease to own at least 25% of the outstanding Common Shares, Capital Maritime and its affiliates will have the right to nominate three out of the eight directors to the Corporation's board of directors. If the holdings of Capital Maritime and its affiliates fall below 25% but remain above 15% of the outstanding Common Shares, Capital Maritime and its affiliates thereafter will have the right to nominate two out of eight directors. If the holdings of Capital Maritime and its affiliates fall below 15% but remain above 5% of the outstanding Common Shares, Capital Maritime and its affiliates thereafter will have the right to nominate one out of eight directors. If the holdings of Capital Maritime and its affiliates fall below 5%, Capital Maritime thereafter will no longer have any rights to nominate directors to the Corporation's board of directors. The remaining members of the Board will be nominated by the Nominating Committee. Initially, Capital Maritime and its affiliates will have the right to nominate three directors to the Corporation's board of directors, who will be Gerasimos (Jerry) Kalogiratos, Gurpal Grewal and Atsunori Kozuki. For so long as Capital Maritime and its affiliates have the right to nominate at least one director pursuant to the Shareholders' Agreement, the Corporation shall include, and shall cause the Nominating Committee to include, any such nominee designated by Capital Maritime and its affiliates in the slate of nominees recommended by the Nominating Committee to holders of Common Shares for election to the Corporation's board of directors.In addition, for so long as Capital Maritime and its affiliates have the right to nominate at least one director pursuant to the Shareholders' Agreement, Capital Maritime and its affiliates shall not designate individuals for nomination to the Corporation's board of directors (nor participate in nominating, nor encourage any other person to recommend or propose for nomination, any individuals to the Corporation's board of directors) other than pursuant to its nomination rights under the Shareholders' Agreement or otherwise with the approval of the Nominating Committee.

Registration Rights Agreement

Pursuant to the Registration Rights Agreement, if Capital Maritime, Capital Gas, CGP LLC and/or the Yoda Parties desire to sell Common Shares and Rule 144 of the Securities Act of 1933, as amended (the "Securities Act") or another exemption from registration is not available to enable such person to dispose of the number of securities it desires to sell at the time it desires to do so without registration under the Securities Act (such securities, the "Registrable Securities"), then, at the request of Capital Maritime, the Corporation shall file a "Shelf Registration Statement" pursuant to and as defined in the Registration Rights Agreement, with the U.S. Securities and Exchange Commission as promptly as practicable after receiving such request, and will use its reasonable best efforts to cause it to become effective and remain continuously effective and in compliance with the Securities Act and useable for the resale of Registrable Securities until such time as there are no Registrable Securities remaining, including by filing successive replacement or renewal Shelf Registration Statements upon the expiration of such Shelf Registration Statement. Any holder of Registrable Securities (a "Holder") may request that it be included in such Shelf Registration Statement as a selling securityholder with respect to any Registrable Securities then held by it, subject to the provisions of the Registration Rights Agreement. At any time during which a Shelf Registration Statement is not in effect and the Corporation is not then in the process of preparing for filing with the SEC a Shelf Registration Statement or an amendment or supplement to a Shelf Registration Statement necessary so that such Shelf Registration Statement continues to be in effect in compliance with the Securities Act, any Holder may request to sell all or part of its Registrable Securities pursuant to a registration statement separate from a Shelf Registration Statement.

Capital Maritime, Capital Gas and CGP LLC, together with any direct or indirect transferee, shall be entitled to demand up to four underwritten offerings pursuant to the Registration Rights Agreement and the Yoda Parties shall be entitled to demand one underwritten registration.

If the Corporation at any time proposes to file a registration statement under the Securities Act for an offering of securities for cash (other than an offering relating solely to an employee benefit plan), the Corporation will use all reasonable best efforts to include such number or amount of Registrable Securities held by any Holder in such registration statement as the Holder shall request, subject to customary cut back provisions.

If the Conflicts Committee determines in good faith that the requested registration would be materially detrimental to the Corporation because such registration would (x) materially interfere in a way materially adverse to the Corporation with a significant acquisition, merger, disposition, corporate reorganization or other similar transaction involving the Issuer, (y) require premature disclosure of material information that the Corporation has a bona fide business purpose for preserving as confidential or (z) render the Corporation unable to comply with requirements under applicable securities laws, then the Corporation shall have the right to postpone such requested registration for a period of not more than 90 days, such right not to be utilized more than twice in any 12-month period.

All costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Corporation without reimbursement by the Holder. The Corporation also agreed to indemnify each Holder, its officers, directors and each person who controls the Holder for any claims based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact in connection with any registration pursuant to the Registration Rights Agreement.

Executive Services Agreement

The Executive Services Agreement will replace the existing executive services agreement, dated October 1, 2022, between the Issuer and the General Partner, which will be terminated on the Effective Date. Pursuant to the Executive Services Agreement, CGP LLC and its affiliates will provide certain executive, investor relations and corporate support services to the Corporation. In consideration for CGP LLC and its affiliates providing the such services, the Corporation shall pay to CGP LLC a fixed amount of US$3,500,000.00 per annum. During the term of the Executive Services Agreement, the officers and consultants appointed by CGP LLC and its affiliates will be eligible to participate in all benefit programs as are from time to time made generally available to senior executives by the Corporation. In addition, if any officer and consultant appointed by CGP LLC or its affiliates resigns under the relevant provisions of their employment and consultancy agreement with CGP LLC or its affiliates due to a "Change of Control" as defined in the Executive Services Agreement, the Corporation will pay any compensation provided in such employment and consultancy agreement. The Corporation has also agreed to indemnify CGP LLC, its affiliates and its or their employees, shareholders, directors, consultants and agents against all actions, proceedings, claims, demands or liabilities which may be brought against them due to the Executive Services Agreement other than those which may be caused by or due to the fraud, gross negligence or willful misconduct of CGP LLC, its affiliates or its or their employees, shareholders, directors, consultants and agents.

The descriptions of the Plan of Conversion, Certificate of Conversion, Shareholders' Agreement, the Registration Rights Agreement and the Executive Services Agreement contained in this Item 4 are not intended to be complete and are qualified in their entirety by reference to the Plan of Conversion, Shareholders' Agreement, the Registration Rights Agreement and the Executive Services Agreement, the full text of which are filed as Exhibits I, II, III, IV and V hereto, respectively.

Item 5. Interest in Securities of the Issuer.

Paragraphs (a) and (b) of Item 5 are hereby deleted and replaced in their entirety by the following:

(a) Capital Maritime beneficially owns 29,808,881 Common Units, representing 54.3% of the outstanding Common Units. The Marinakis family, including Evangelos M. Marinakis, may be deemed to beneficially own, in aggregate, 29,808,881 Common Units through its beneficial ownership of Capital Maritime, representing, in aggregate, 54.3% of the outstanding Common Units.

The Marinakis family, including Mr. Miltiadis E. Marinakis, may be deemed to beneficially own, in aggregate, 1,153,846 Common Units, representing 2.1% of the outstanding Common Units, through Mr. Miltiadis E. Marinakis' beneficial ownership of 100% of Capital Gas.

Furthermore, the General Partner owns 348,570 general partner units, representing a 0.6% partnership interest in the Issuer (calculated based on an aggregate of 55,235,883 outstanding units of the Issuer (excluding 2,122,352 treasury units and including the general partner units). Disclosure contained in Item 4 is incorporated herein by reference.

(b)

Reporting Person	Shares Beneficially Owned	% of Shares Beneficially Owned	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
Capital Maritime(1)	29,808,881	54.3%	0	29,808,881	0	29,808,881
Evangelos M. Marinakis(1)	29,808,881	54.3%	0	29,808,881	0	29,808,881
Miltiadis E. Marinakis (2)	1,153,846	2.1%	0	1,153,846	0	1,153,846

(1) Capital Maritime shares voting and dispositive power over the 29,808,881 Common Units that it beneficially owns with the Marinakis family, including Evangelos M. Marinakis.

(2) Capital Gas shares voting and dispositive power over the 1,153,846 Common Units that it beneficially owns with the Marinakis family, including Miltiadis E. Marinakis.

Neither the filing of the Schedule 13D nor any of its contents shall be deemed to constitute an admission that any of the Reporting Persons (other than Capital Maritime) or the persons set forth on Schedule A is the beneficial owner of the Common Units referred to herein for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, or for any other purpose, and such beneficial ownership is expressly disclaimed.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended and supplemented to include the following:

Disclosure contained in Item 4 is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Number	Description
I	Form of Plan of Conversion
II	Form of Certificate of Conversion
III	Form of Shareholders' Agreement by and among Capital Clean Energy Carriers Corp. and Capital Maritime & Trading Corp., Capital Gas Corp. and Capital GP L.L.C.
IV	Form of Registration Rights Agreement by and among Capital Clean Energy Carriers Corp., Capital Maritime & Trading Corp., Capital Gas Corp., Capital GP L.L.C., Paparebecorp Limited and Ascetico Limited
V	Form of Executive Services Agreement by and between Capital Clean Energy Carriers Corp. and Capital GP L.L.C.

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: August 2, 2024

CAPITAL MARITIME & TRADING CORP.

/s/ Gerasimos (Jerry) Kalogiratos
Name: Gerasimos (Jerry) Kalogiratos
Title: Chief Financial Officer

EVANGELOS M. MARINAKIS

/s/ Evangelos M. Marinakis

MILTIADIS E. MARINAKIS

/s/ Miltiadis E. Marinakis

SCHEDULE A

Directors and Executive Officers of Capital Maritime:

Name and Position	Principal Business Address	Citizenship
Evangelos M. Marinakis	Capital Maritime & Trading Corp.	Greece
Director and Chairman	3 Iassonos Street	
	Piraeus, 18537, Greece	
Gerasimos (Jerry) Kalogiratos	Capital Maritime & Trading Corp.	Greece
Director, President, Chief Executive Officer, Chief Financial Officer and Secretary	3 Iassonos Street	
	Piraeus, 18537, Greece	
Pierre de Demandolx-Dedons	Capital Maritime & Trading Corp.	France
Director	3 Iassonos Street	
	Piraeus, 18537, Greece	

PLAN OF CONVERSION

This PLAN OF CONVERSION ("Plan of Conversion") dated [•], 2024 sets forth certain terms of the conversion of Capital Product Partners L.P., a Marshall Islands limited partnership (the "Partnership"), to a Marshall Islands corporation to be named "Capital Clean Energy Carriers Corp." (the "Corporation"), pursuant to the provisions of the Marshall Islands Limited Partnership Act (the "Partnership Act") and the Marshall Islands Business Corporations Act (the "MIBCA").

W I T N E S S E T H

WHEREAS, the Partnership was formed as a limited partnership in accordance with the Partnership Act and is currently governed by the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of February 22, 2010, as amended by the First Amendment thereto dated September 30, 2011, the Second Amendment thereto dated May 22, 2012, the Third Amendment thereto, dated March 19, 2013 and the Fourth Amendment thereto dated August 21, 2014 (collectively, the "Partnership Agreement");

WHEREAS, upon the terms and subject to the conditions of this Plan of Conversion and in accordance with the Partnership Act and the MIBCA, the Partnership will be converted to a Marshall Islands corporation pursuant to and in accordance with Section 27 of the Partnership Act and Section 132 of the MIBCA (the "Conversion");

WHEREAS, pursuant to the Conversion, all of the outstanding Partnership Interests in the Partnership will be converted into common shares, with par value $0.01 per share, of the Corporation (the "Common Shares"), as provided in this Plan of Conversion;

WHEREAS, this Plan of Conversion has been approved unanimously by the Conflicts Committee of the Board of Directors of the Partnership by Special Approval, unanimously by the Board of Directors of the Partnership, by the General Partner by written consent and by Limited Partners holding a majority of the Outstanding Common Units by written consent; and

WHEREAS, capitalized terms used and not otherwise defined in this Plan of Conversion shall have the meanings given to them in the Partnership Agreement.

NOW, THEREFORE, upon the terms and subject to the conditions of this Plan of Conversion and in accordance with the Partnership Act and the MIBCA, upon the filing and effectiveness of the Certificate of Conversion and the Articles of Incorporation (each as defined below), the Partnership shall be converted to the Corporation.

ARTICLE I
THE CONVERSION

SECTION 1.01 The Conversion. At the Effective Time, the Partnership shall be converted to the Corporation and, for all purposes of the laws of the Republic of the Marshall Islands and otherwise, (a) the Conversion shall be deemed a continuation of the existence of the Partnership in the form of a Marshall Islands corporation, and (b) the Conversion shall not be deemed to affect any obligations or liabilities of the Partnership incurred prior to the Conversion or the personal liability of any person incurred prior to the Conversion. The Conversion shall not (i) require the Partnership to wind up its affairs under Section 59 of the Partnership Act or to pay its liabilities and distribute its assets under Section 60 of the Partnership Act, or (ii) constitute a dissolution of the Partnership. The Corporation shall thereafter be subject to all of the provisions of the MIBCA, except that the existence of the Corporation shall be deemed to have commenced on the date the Partnership commenced its existence.

SECTION 1.02 Effective Time. The General Partner shall file or cause to be filed the Certificate of Conversion in the form attached hereto as Exhibit A (the "Certificate of Conversion") and the Articles of Incorporation of the Corporation in the form attached hereto as Exhibit B (the "Articles of Incorporation") with the Registrar of Corporations of the Republic of the Marshall Islands pursuant to Sections 5 and 132 of the MIBCA and Section 27 of the Partnership Act. The Conversion shall become effective immediately upon such filing or on the future date specified in the Certificate of Conversion and the Articles of Incorporation (such date of effectiveness, the "Effective Time").

SECTION 1.03 Articles of Incorporation and Bylaws. At and after the Effective Time, the Articles of Incorporation and Bylaws of the Corporation (the "Bylaws") shall be in the forms attached hereto as Exhibit B and Exhibit C, respectively, until amended in accordance with their terms and the MIBCA, and as such shall constitute the Articles of Incorporation and Bylaws of the Corporation. From and after the Effective Time, except as set forth in the following sentence of this Section 1.03, the Partnership Agreement and the Certificate of Limited Partnership of the Partnership shall terminate and no longer govern the affairs of the Partnership, but instead the affairs of the Corporation shall be governed by the MIBCA, the Articles of Incorporation and the Bylaws. Notwithstanding the foregoing, the termination of the Partnership Agreement shall not relieve any party thereto from any liability arising in connection with any breach by such party of the Partnership Agreement, arising prior to the Effective Time.

SECTION 1.04 Directors and Officers.

(a) At the Effective Time, the names of each person who is to serve as an initial director of the Corporation until the first annual meeting of shareholders of the Corporation and until their successor is elected and qualified, or until such director's earlier death, resignation, disqualification or removal, are Keith Forman, Gerasimos (Jerry) Kalogiratos, Gurpal Grewal, Atsunori Kozuki, Rory Hussey, Abel Rasterhoff, Eleni Tsoukala and Dimitris P. Christacopoulos. The address of each of the initial directors of the Corporation is c/o Capital Clean Energy Carriers Corp., 3 Iassonos Street, Piraeus 18537, Greece. Keith Forman shall be Chairman of the board of directors of the Corporation.

(b) The Partnership and, after the Effective Time, the Corporation shall take all necessary actions to cause each of such individuals to be appointed as a director and/or officer, as the case may be, of the Corporation.

ARTICLE II
CONVERSION OF PARTNERSHIP INTERESTS; REGISTRATION OF SHARES

SECTION 2.01 Conversion of Partnership Interests. At the Effective Time, in each case without any action required on the part of the Partnership, the Corporation or any other Person:

(a) each Common Unit issued and outstanding immediately prior to the Effective Time shall be converted into one issued and outstanding, fully paid and nonassessable Common Share without any action required on the part of the Partnership, the Corporation or the former holders of such Common Units; and

(b) the General Partner Units and Incentive Distribution Rights issued and outstanding immediately prior to the Effective Time shall be converted into an aggregate 3,500,000 (three million five hundred thousand) issued and outstanding, fully paid and nonassessable Common Shares, in each case without any action required on the part of the Partnership, the Corporation or the former holder of such General Partner Units or Incentive Distribution Rights, as applicable.

All rights, powers, preferences, obligations, limitations, and qualifications of the Common Shares shall be as set out in the Articles of Incorporation.

SECTION 2.02 Registration in Book-Entry. Common Shares shall not be represented by certificates but shall instead be uncertificated shares, unless the board of directors of the Corporation shall provide by resolution or resolutions otherwise. Promptly after the Effective Time, the Corporation shall register, or cause to be registered, in book-entry form the Common Shares into which the outstanding Common Units, General Partner Units and Incentive Distribution Rights shall have been converted as a result of the Conversion.

SECTION 2.03 No Further Rights in Partnership Interests. The Common Shares, having all rights, powers, preferences, obligations, limitations, and qualifications as set forth in the Articles of Incorporation, into which the Common Units, General Partner Units and Incentive Distribution Units shall have been converted as a result of the Conversion shall be deemed to have been issued in full satisfaction of all rights pertaining to such Partnership Interests. Immediately following the Effective Time, the Common Units, General Partner Interests and Incentive Distribution Rights of the Partnership shall cease to exist, and the holder of any such securities immediately prior to the Effective Time shall cease to have any rights with respect thereto.

SECTION 2.04 Transfer Books. At the Effective Time, there shall be no further registration of transfers on the transfer books of the Partnership of any securities that were outstanding immediately prior to the Effective Time.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Partnership has caused this Plan of Conversion to be executed by its duly authorized representative as of the date first stated above.

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

By: _____
Name:
Title:

[*Signature Page to Plan of Conversion*]

EXHIBIT A

Certificate of Conversion

[Attached]

CERTIFICATE OF CONVERSION
OF
CAPITAL PRODUCT PARTNERS L.P.
TO
CAPITAL CLEAN ENERGY CARRIERS CORP.
UNDER SECTION 132 OF THE BUSINESS CORPORATIONS ACT
AND SECTION 27 OF THE LIMITED PARTNERSHIP ACT

The undersigned, Capital GP L.L.C., the general partner of Capital Product Partners L.P., a Marshall Islands limited partnership (the "Limited Partnership"), and an authorized person of the Limited Partnership, on behalf of the Limited Partnership, for the purpose of converting the Limited Partnership into a corporation hereby certifies that:

1. The Limited Partnership was formed on January 16, 2007 as a Marshall Islands limited partnership. The Limited Partnership is currently a Marshall Islands limited partnership.

2. The name of the Limited Partnership immediately prior to converting into a Marshall Islands corporation is: Capital Product Partners L.P. The Limited Partnership has never had any other name.

3. The name of the corporation into which the Limited Partnership shall be converting, as set forth in the Articles of Incorporation filed in accordance with subsection (2) of Section 132 of the Business Corporations Act is: **Capital Clean Energy Carriers Corp**.

4. The address of the registered agent in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the registered agent at such address is The Trust Company of the Marshall Islands, Inc.

5. The conversion has been approved in accordance with the provisions of the Business Corporations Act and the Limited Partnership Act.

6. This Certificate of Conversion shall be effective on [•], 2024.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on this ____ day of _____, 2024.

CAPITAL GP L.L.C.

By: _____
Name:
Title:

[*Signature Page to Certificate of Conversion*]

EXHIBIT B

Articles of Incorporation

[Attached]

ARTICLES OF INCORPORATION

OF

CAPITAL CLEAN ENERGY CARRIERS CORP.

ARTICLE I
NAME

The name of the corporation is Capital Clean Energy Carriers Corp. (the "**Corporation**").

ARTICLE II
PURPOSE AND POWER

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Marshall Islands Business Corporations Act (the "**BCA**"). The Corporation shall have every power which a corporation now or hereafter organized under the BCA may have.

ARTICLE III
REGISTERED ADDRESS AND REGISTERED AGENT

The registered address of the Corporation in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the Corporation's registered agent at such address is The Trust Company of the Marshall Islands, Inc.

ARTICLE IV
STOCK

Section 4.1 Authorized Stock. The total number of shares of stock which the Corporation shall have authority to issue is 600,000,000, of which 500,000,000 shares, par value $0.01 per share, shall be registered Common Shares and 100,000,000 shares, par value $0.01 per share, shall be registered Preferred Shares. The Corporation may not issue share certificates in bearer form.

Section 4.2 Preferred Shares.

Preferred Shares may be issued in one or more series from time to time by the board of directors of the Corporation (the "**Board of Directors**"), and the Board of Directors is expressly authorized and vested with the authority to fix by resolution or resolutions the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions of each series of Preferred Shares, including without limitation the following: (1) the distinctive designation of such series, which shall distinguish it from other series; (2) the number of shares included in such series (which may subsequently be increased or decreased to the extent permitted by applicable law); (3) the dividend rate (or method of determining such rate), if any, payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid and the date or dates upon which such dividends shall be payable; (4) whether dividends on the shares of such series shall be cumulative and, in the case of shares of any series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such series shall be cumulative; (5) the amount or amounts which shall be payable out of the assets of the Corporation to the holders of the shares of such series upon voluntary or involuntary liquidation, dissolution or winding up the Corporation, and the relative rights of priority, if any, of payment of the shares of such series; (6) the price or prices at which, the period or periods within which and the terms and conditions upon which the shares of such may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events; (7) the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise and the price or prices at which, the period or periods within which and the terms and conditions upon which the shares of such series shall be redeemed or purchased, in whole or in part, pursuant to such obligation; (8) whether or not the shares of such series shall be convertible or exchangeable, at any time or times at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, and the price or prices or rate or rates of exchange or conversion and any adjustments applicable thereto; (9) whether or not the holders of the shares of such series shall have voting rights, in addition to the voting

rights provided by law, and if so the terms of such voting rights; and (10) any other powers, preferences and rights and qualifications, limitations and restrictions not inconsistent with applicable law and the Shareholders' Agreement dated as of [•], 2024 between Capital Maritime & Trading Corp. ("**CMTC**"), Capital Gas Corp. ("**Capital Gas**"), Capital GP L.L.C. ("**Capital GP**") and the Corporation (as the same may be amended, supplemented, restated and/or otherwise modified from time to time, the "**Shareholders' Agreement**"). In case the number of shares of any series of Preferred Shares shall be decreased, the shares constituting such decrease shall resume the status of undesignated Preferred Shares. The powers, preferences and relative, participating, optional and other special rights of each class and series of Preferred Shares, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other classes and series of Preferred Shares at any time outstanding.

Section 4.3 No Preemptive Rights. No holder of shares of the Corporation of any class or series, now or hereafter authorized, shall have any preferential or preemptive rights to subscribe for, purchase or receive any shares of the Corporation of any class or series, now or hereafter authorized or any options or warrants for such shares, or any rights to subscribe to or purchase such shares, or any securities convertible into or exchangeable for such shares, which may at any time be issued, sold or offered for sale by the Corporation. Nothing herein shall prevent the Corporation from granting preemptive rights by contract.

Section 4.4 Quorum. At each meeting of shareholders, except where otherwise provided by applicable law or these Articles of Incorporation, the holders of one-third of the voting power of the outstanding shares entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. When a quorum is once present to organize a meeting, it shall not be broken by the subsequent withdrawal of any shareholders. In the absence of a quorum, the holders of a majority of the voting power of the outstanding shares present at the meeting in person or by proxy may adjourn the meeting.

Section 4.5 Action by Written Consent. To the fullest extent permitted by applicable law, any action required or permitted by the BCA to be taken at a meeting of shareholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. An electronic transmission consenting to an action to be taken and transmitted by a shareholder or proxyholder, or by a person or persons authorized to act for a shareholder or proxyholder, shall be deemed to be written and signed for the purposes of this Section 4.5, provided that any such electronic transmission sets forth or is delivered with information from which the Corporation can determine (a) that the electronic transmission was transmitted by the shareholder or proxyholder or by a person or persons authorized to act for the shareholder or proxyholder and (b) the date on which such shareholder or proxyholder or authorized person or persons transmitted such electronic transmission.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number. The Board of Directors shall consist of not fewer than three nor more than 11 directors, as fixed from time to time by the Board of Directors or by the shareholders; provided, however, that the number of directors shall not be reduced so as to shorten the term of any director at the time in office. Notwithstanding the foregoing, and except as otherwise required by law, whenever the holders of any one or more class or series of Preferred Shares shall have the right, voting separately as a class, to elect one or more directors of the Corporation, the then authorized number of directors shall be increased by the number of directors to be elected, and the terms of the director or directors elected by such holders shall expire at the next annual meeting of shareholders. No decrease in the number of directors shall shorten the term of any incumbent director.

Section 5.2 Nominations and Elections. Directors shall be nominated by the Board or a committee thereof (provided that such nomination shall be made in accordance with the Shareholders' Agreement so long as the Shareholders' Agreement remains in effect) or by shareholders pursuant to the bylaws of the Corporation (the "**Bylaws**")). Directors shall be elected by a majority of the votes cast at a meeting of shareholders at which a quorum is present by holders of the shares present in person or represented by proxy at the meeting and

entitled to vote on the election of directors; provided, however, that directors shall be elected by the vote of a plurality of the votes cast at any meeting at which a quorum is present for which (i) the Secretary receives a notice pursuant to the Bylaws that a shareholder intends to nominate a director or directors and (ii) such proposed nomination has not been withdrawn by such shareholder on or prior to the tenth day preceding the date the Corporation first mails its notice of meeting for such meeting to the shareholders. Elections of directors need not be by written ballot except and to the extent provided in the Bylaws. Notwithstanding the foregoing, and except as otherwise required by law, if one or more class or series of Preferred Shares provides the holders thereof the right to elect one or more directors of the Corporation, the provisions of this Section 5.2 shall not apply with respect to the director or directors elected by such holders of Preferred Shares. Cumulative voting, as defined in Section 71(2) of the BCA, shall not be used to elect directors.

Section 5.3 Term of Office. Subject to the terms and preferences of any Preferred Shares, directors elected at each meeting of shareholders shall hold office until the next annual meeting of shareholders, and until their successors are elected and qualified or until their earlier death, resignation, disqualification or removal. Except as otherwise provided in the terms of a class or series of Preferred Shares, the term of the directors elected by such holders voting separately as a class shall expire at the next annual meeting of shareholders.

Section 5.4 Removal. Subject to the terms and preferences of any Preferred Shares, any director or the entire Board of Directors may be removed, only for cause, by the holders of a majority of the voting power of the shares of the Corporation then entitled to vote at an election of directors. Except as otherwise provided in the terms of a class or series of Preferred Shares, any director or directors elected by the holders of a class or series of Preferred Shares voting separately as a class may be removed, with or without cause, by the holders entitled to vote separately as a class in an election of such directors.

Section 5.5 Newly Created Directorships and Vacancies. Subject to the terms and preferences of any Preferred Shares, newly created directorships resulting from an increase in the number of directors and vacancies occurring on the Board of Directors for any reason, whether because of death, resignation, disqualification or any other reason, may be filled by a majority of the directors then in office (provided that the selection of the individual to fill

such vacancy shall be made in accordance with the Shareholders' Agreement so long as the Shareholders' Agreement remains in effect), although less than a quorum, or by the sole remaining director. A director elected to fill a newly created directorship or a vacancy shall serve for the remainder of the full term of the director whose death, resignation or removal shall have created such vacancy and until his or her successor has been elected and qualified or until his or her earlier death, resignation, disqualification or removal.

Section 5.6 Shareholders' Agreement. Nothing in this Article V shall derogate from the rights and obligations of the Corporation and the Shareholder Group (as defined in the Shareholders' Agreement) under the Shareholders' Agreement. The power and authority of the Board of Directors and the Directors shall be subject to the provisions of the Shareholders' Agreement.

ARTICLE VI
LIABILITY OF DIRECTORS

Section 6.1 No Personal Liability. A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent that such exemption from liability or limitation thereof is not permitted under the BCA as currently in effect or as the same may hereafter be amended. If the BCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the BCA, as so amended. An officer of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as an officer, except to the extent that such exemption from liability or limitation thereof is not permitted under the BCA as currently in effect or as the same may hereafter be amended.

Section 6.2 Amendment or Repeal. No amendment, modification or repeal of this Article VI, or the adoption of any provision inconsistent with this Article VI, shall adversely affect any right or protection of a director for or with respect to any acts or omissions of such director occurring prior to the time of such amendment, modification, repeal or adoption of such inconsistent provision.

ARTICLE VII
BYLAWS

In furtherance and not in limitation of the powers conferred by the laws of the Republic of the Marshall Islands, the Board of Directors is expressly authorized to make, adopt, alter, waive, amend, change or repeal the Bylaws of the Corporation. Subject to applicable law and these Articles of Incorporation, the Bylaws may also be altered, amended or repealed, or new Bylaws enacted by the affirmative vote of a majority of the voting power of all the then outstanding shares of the Corporation entitled to vote thereon, voting together as a single class.

ARTICLE VIII
BUSINESS COMBINATIONS WITH INTERESTED SHAREHOLDERS

Section 8.1 Applicable Restrictions to Business Combinations. The Corporation shall not engage in any business combination with any interested shareholder for a period of three years following the time that such shareholder became an interested shareholder, unless:

(a) prior to such time, the Board of Directors approved either the business combination or the transaction which resulted in the shareholder becoming an interested shareholder;

(b) upon consummation of the transaction which resulted in the shareholder becoming an interested shareholder, the interested shareholder owned at least 85% of the voting stock of the Corporation outstanding at the time the transaction commenced; or

(c) at or subsequent to such time the business combination is approved by the Board of Directors and authorized at an annual or special meeting of shareholders, and not by written consent, by the affirmative vote of at least 66-⅔% of the outstanding voting stock which are not owned by the interested shareholder, its affiliates or its associates.

Section 8.2 Exception. The restrictions contained in this Article VIII shall not apply if a shareholder becomes an interested shareholder inadvertently and (i) as soon as practicable divests itself of ownership of sufficient shares so that the shareholder ceases to be an interested shareholder; and (ii) would not, at any time within the three-year period immediately prior to a business combination between the Corporation and such shareholder, have been an interested shareholder but for the inadvertent acquisition of ownership.

Section 8.3 Certain Definitions. For purposes of this Article VIII only:

(a) "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(b) "**associate**," when used to indicate a relationship with any person, means: (1) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (2) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (3) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(c) "**business combination**" when used in reference to the Corporation and any interested shareholder of the Corporation, means:

(1) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation with (i) the interested shareholder, or (ii) any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested shareholder and as a result of such merger or consolidation this Article VIII is not applicable to the surviving entity;

(2) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a shareholder of the Corporation, to or with the interested shareholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding shares of the Corporation;

(3) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any shares of the Corporation or stock of such subsidiary to the interested shareholder, except: (i) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into shares of the Corporation or stock of any such subsidiary which securities were outstanding prior to the time that the interested shareholder became such; (ii) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into shares of the Corporation or stock of any such subsidiary which security is distributed, pro rata, to all holders of a class or series of shares of the Corporation subsequent to the time the interested shareholder became such; (iii) pursuant to an exchange offer by the Corporation to purchase shares made on the same terms to all holders of said shares; or (iv) any issuance or transfer of shares by the Corporation; provided however, that in no case under items (ii)-(iv) above shall there be an increase in the interested shareholder's proportionate share of the shares of any class or series of the Corporation;

(4) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the shares or stock of any class or series, or securities convertible into the shares or stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested shareholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested shareholder; or

(5) any receipt by the interested shareholder of the benefit, directly or indirectly (except proportionately as a shareholder of the Corporation), of any loans, advances, guarantees, pledges or other financial benefits (other than those expressly permitted in paragraphs (1)-(4) of this section) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(d) "**control**," including the terms "**controlling**," "**controlled by**" and "**under common control with**," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of any corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article VIII, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(e) "**interested shareholder**" means any person (other than the Corporation and any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three year period immediately prior to the date on which it is sought to be determined whether such person is an interested shareholder, and the affiliates and associates of such person; provided, however, that the term "interested shareholder" shall not include (A) any person, and its affiliates and associates, that together with its affiliates and associates (excluding the Corporation or any subsidiary of the Corporation) owned shares in excess of the 15% limitation set forth herein as of [•], 2024 for so long as such person, together with its affiliates and associates continues to own 15% or more of the outstanding voting stock of the Corporation; or (B) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of action taken solely by the Corporation; provided that such person specified in clause (B) shall be an interested shareholder if thereafter such person acquires additional voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested shareholder, the voting stock of the Corporation deemed to be outstanding shall include shares deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued shares of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(f) "**owner**," including the terms "**own**" and "**owned**," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates: (1) beneficially owns such stock, directly or indirectly; or (2) has (i) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (ii) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more persons; or (3) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (ii) of subsection (2) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(g) "**person**" means any individual, corporation, partnership, limited liability company, association, joint venture, trust, unincorporated organization or other entity.

(h) "**stock**" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(i) "**voting stock**" means, with respect to any corporation, stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference in this Article VIII to a percentage of voting stock shall refer to such percentage of the votes of such voting stock.

ARTICLE IX
CERTAIN SHAREHOLDER RELATIONSHIPS

9.1 General. In recognition and anticipation that (a) certain directors, principals, officers, employees and/or other representatives of CMTC and its respective Affiliates (as defined below), including any directors designated by the Shareholder Group for nomination and election to the Board of Directors pursuant to the Shareholders' Agreement, may serve as directors, officers or agents of the Corporation and the Corporation will derive substantial benefits from the service of such persons as directors, officers or agents of the Corporation, and (b) CMTC and its respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article IX are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve CMTC and its Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and shareholders in connection therewith.

Section 9.2 Renunciation of Certain Corporate Opportunities; No Duty to Refrain. Subject to Section 9.3 below, to the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for CMTC or any of its Affiliates (such Persons (as defined below) being referred to, collectively, as "**Identified Persons**" and, individually, as an "**Identified Person**") and the Corporation or any of its Affiliates. Subject to Section 9.3 below, to the fullest extent permitted by law, none of the Identified Persons shall have any duty to refrain from directly or indirectly (a) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage, or (b) otherwise competing with the

Corporation or any of its Affiliates, and, subject to Section 9.3 below, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its shareholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. Subject to Section 9.3 below, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its shareholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a shareholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

Section 9.3 Non-Renounced Opportunities. The Corporation does not renounce its interest in any corporate opportunity (a) offered to any Identified Person if (i) such opportunity is expressly offered to such Identified Person solely in their capacity as a director or officer of the Corporation, (ii) such Identified Person believed that the Corporation possessed, or would reasonably be expected to be able to possess, the resources necessary to exploit such opportunity and (iii) the Corporation or any of its subsidiaries is directly engaged in such business at the time such opportunity is offered to such Identified Person or (b) required to be offered to the Corporation pursuant to Section 3.7 of the Umbrella Agreement dated as November 13, 2023 among the Corporation (previously Capital Product Partners L.P.), CMTC and Capital GP. For the avoidance of doubt, the provisions of Section 9.2 of this Article IX shall not apply to any corporate opportunity covered by the preceding sentence of this Section 9.3.

Section 9.4 Certain Agreements and Transactions Permitted. No contract, agreement, arrangement or transaction (or any amendment, modification or termination thereof) entered into between the Corporation and/or any of its subsidiaries, on the one hand, and an Identified Person, on the other hand, before [•], 2024 (each, a "**Preexisting Arrangement**") shall be void or voidable or be considered unfair to the Corporation or any of its subsidiaries solely because such Identified Person is a party thereto, or because any directors, officers or employees of such Identified Person were present at or participated in any meeting of the board of directors, or a committee thereof, of the Corporation, or the board of directors, or committee thereof, of any subsidiary of the Corporation, that authorized the contract, agreement, arrangement or transaction (or any amendment, modification or termination thereof), or because his, her or their votes were counted for such purpose.

The Corporation may from time to time enter into and perform, and cause or permit any of its subsidiaries to enter into and perform, one or more contracts, agreements, arrangements or transactions (or amendments, modifications or supplements thereto) with an Identified Person. To the fullest extent permitted by law, no such contract, agreement, arrangement or transaction (nor any such amendments, modifications or supplements), nor the performance thereof by the Corporation, any subsidiary of the Corporation or an Identified Person, shall be considered contrary to any fiduciary duty owed to the Corporation (or to any subsidiary of the Corporation, or to any stockholder of the Corporation or any of its subsidiaries) by any director or officer of the Corporation (or by any director or officer of any subsidiary of the Corporation) , so long as such contract, agreement, arrangement or transaction (or any such amendment, modification or supplement) (each, an "**Applicable Arrangement**"), in addition to any requirements under applicable law, is (i) approved by a majority of the members of a committee of the Board comprised solely of Independent Directors ("**Special Approval**"), (ii) approved by the vote of holders of a majority of the outstanding Common Shares (excluding Common Shares owned by the Identified Persons), (iii) on terms no less favorable to the Corporation or its subsidiary, as applicable, than those generally being provided to or available from unrelated third parties or (iv) fair to the Corporation, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the Corporation or its subsidiaries) (each Applicable Arrangement subject to clause (i), (ii). (iii) or (iv), an "**Acceptable Applicable Arrangement**"). The Identified Persons and the Board may but shall not be required in connection with any Applicable Arrangement to seek Special Approval thereof, and the Identified Persons or the Board, as the case may be, may also approve any Applicable Arrangement or adopt a course of action with respect thereto that has

not received Special Approval. If Special Approval is not sought and the Board determines that any Applicable Arrangement or course of action taken with respect to any Applicable Arrangement satisfies either of the standards set forth in clause (iii) or (iv) above, then it shall be presumed that, in making its decision, the Board acted in good faith and in a manner the Board reasonably believed to be in or not opposed to the best interests of the Corporation and its subsidiaries, and the Board members shall be deemed not to have breached their duties of loyalty to the Corporation or any of its subsidiaries or any of their respective shareholders, and not to have derived an improper personal benefit therefrom, and in any proceeding brought by any shareholder or by or on behalf of such shareholder or any other shareholder or the Corporation challenging such approval, the person bringing or prosecuting such proceeding shall have the burden of overcoming such presumption. To the fullest extent permitted by law, no director or officer of the Corporation or any subsidiary of the Corporation who is an Identified Person shall have or be under any fiduciary duty to the Corporation (or to any subsidiary of the Corporation, or to any shareholder of the Corporation or any stockholder of its subsidiaries) to refrain from acting on behalf of the Corporation, any subsidiary of the Corporation or another Identified Person in respect of any Preexisting Arrangement or Acceptable Applicable Arrangement or performing any such arrangement in accordance with its terms and each such director or officer of the Corporation or any subsidiary of the Corporation who is an Identified Person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and its subsidiaries, and shall be deemed not to have breached his or her duties of loyalty to the Corporation or any of its subsidiaries or any of their respective shareholders or stockholders, and not to have derived an improper personal benefit therefrom.

Section 9.5 Definitions. For purposes of this Article IX:

(a) "**Affiliate**" means, (i) in respect of CMTC, any Person that, directly or indirectly, is controlled by CMTC, controls CMTC, or is under common control with CMTC and shall include any principal, member, director, partner, manager, stockholder, officer, employee or other representative, including any directors designated for nomination and election to the Board of Directors by the Shareholder Group pursuant to the Shareholders' Agreement, of any of the foregoing (other than the Corporation and any entity that is controlled by the Corporation), and (ii) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation.

(b) "**Person**" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

Section 9.6 Notice and Consent. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring or holding any interest in any shares of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article IX.

Section 9.7 Amendment of Article IX. No alteration, amendment or repeal of, or adoption of any provision inconsistent with, any provision of this Article IX will have any effect upon (a) any agreement between the Corporation or a subsidiary thereof and any Identified Person, that was entered into before the time of such alteration, amendment or repeal or adoption of any such inconsistent provision (the "**Amendment Time**"), or any transaction entered into in connection with the performance of any such agreement, whether such transaction is entered into before or after the Amendment Time, (b) any transaction entered into between the Corporation or a subsidiary thereof and any Identified Person, before the Amendment Time, (c) the allocation of any business opportunity between the Corporation or any subsidiary thereof and any Identified Person before the Amendment Time, or (d) any duty or obligation owed by any director or officer of the Corporation or any subsidiary of the Corporation (or the absence of any such duty or obligation) with respect to any potential business opportunity which such director or officer was offered, or of which such director or officer otherwise became aware, before the Amendment Time (regardless of whether any proceeding relating to any of the above is commenced before or after the Amendment Time).

ARTICLE X
SHAREHOLDERS TO PROVIDE CERTAIN INFORMATION

A shareholder shall provide on demand to the Corporation such information as the Corporation may request in order to determine the Corporation's status as exempt from taxation on gross income from the international operation of a ship or ships within the meaning of Section 883 of the U.S. Internal Revenue Code of 1986, as amended. To the fullest extent permitted by law, any person purchasing or otherwise acquiring or holding any interest in any shares of the Corporation, directly or indirectly, shall be deemed to have notice of and to have consented to the provisions of this Article X.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Domicile. The Corporation may transfer its corporate domicile from the Marshall Islands to any other place in the world.

Section 11.2 Article and Section Headings and References. Article and Section headings in these Articles of Incorporation are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein. Unless otherwise expressly provided herein, all references to an "Article" or "Section" are to an Article or Section of these Articles of Incorporation.

Section 11.3 Severability; Ability to Amend. If any provision or application of these Articles of Incorporation shall be invalid or unenforceable, the remainder of these Articles of Incorporation and its remaining applications shall not be affected thereby, and shall continue in full force and effect. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the shareholders herein are granted subject to this reservation.

Section 11.4 Recordkeeping. The Corporation will comply with all applicable provisions of the Republic of the Marshall Islands Business Corporations Act, including retention, maintenance, and production of accounting, shareholder, beneficial owner and director and officer records in accordance with Division 8 of the Republic of the Marshall Islands Business Corporations Act.

Section 11.5 Duration. The Corporation shall have a perpetual existence.

Section 11.6 Notice of Shareholder Nominations. Advance notice of shareholder nominations for the election of directors and of business to be brought by shareholders before any meeting of the shareholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

Section 11.7 Proportion of shares. If any class or series of Preferred Shares are issued with more or less than one vote for any share, on any matter, every reference in these Articles of Incorporation and the Bylaws to a majority or other proportion of stock or shares shall refer to such majority or other proportion of the votes of such stock or shares.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this [•] day of [•], 2024.

Name:
Title:

EXHIBIT C

Bylaws

[Attached]

BYLAWS

OF

CAPITAL CLEAN ENERGY CARRIERS CORP.

Article I

Shareholders

Section 1.1 Annual Meetings. An annual meeting of shareholders for the election of Directors (as defined below) and the transaction of any other proper business shall be held at such date, time and (a) place either within or without the Republic of the Marshall Islands as determined by Capital Clean Energy Carriers Corp. (the "**Corporation**"), and/or (b) if so determined by the Board of Directors of the Corporation (the "**Board**"), to the extent permitted by applicable law, by means of remote communication.

Section 1.2 Special Meetings.

(a) A special meeting of shareholders (i) may be called at any time by the Board and (ii) shall be called by the secretary of the Corporation (the "**Secretary**"), subject to the limitation on the right of shareholders to call a special meeting of shareholders set out in the succeeding sentence of this Section 1.2(a), upon the receipt by the Secretary in accordance with an Acceptable Delivery Method of a written request (a "**Special Meeting Request**") by one or more shareholders (the "**Requesting Shareholder**") who own as of the date of the Secretary's receipt of the Special Meeting Request, shares of capital stock of the Corporation (each, a "**share**") representing at least 25% (the "**Special Meeting Requisite Percentage**") of the outstanding shares entitled to vote on the matter or matters to be brought before such proposed special meeting; provided that a special meeting of shareholders requested by a Requesting Shareholder (a "**Shareholder Requested Special Meeting**") shall be called by the Secretary only if such Requesting Shareholder and such Requesting Shareholder's Special Meeting Request comply with the applicable provisions of this Article I, the Corporation's articles of incorporation (as amended or restated from time to time, the "**Articles of Incorporation**") and applicable law. The right of shareholders to call a special meeting of shareholders pursuant to the preceding sentence of this Section 1.2(a) is limited, to the fullest extent permitted by applicable law, to the calling of special meetings to vote on any matter or matters except for the election of Directors to the Board. Special meetings of shareholders shall be held at such date, time and (A) place within or without the Republic of the Marshall Islands as determined by the Corporation, and/or (B) if so determined by the Board, to the extent permitted by applicable law, by means of remote communication, in each case, as stated in the notice of the meeting.

(b) To be in proper form, a Special Meeting Request shall:

(i) bear the signature and the date of signature of the Requesting Shareholder and (A) in the case of any Requesting Shareholder that is a shareholder of record, set forth the name and address of such Requesting Shareholder as they appear in the Corporation's books, and (B) in the case of any Requesting Shareholder that is a beneficial owner, set forth the name and the valid and current address of such Requesting Shareholder;

(ii) set forth a statement of the specific purpose or purposes of such Requesting Shareholder for requesting such Shareholder Requested Special Meeting;

(iii) include the information required to be included in a shareholder's notice pursuant to Section 1.12 (including the Representation and Agreement);

(iv) include documentary evidence that such Requesting Shareholder(s) own in the aggregate not less than the Special Meeting Requisite Percentage as of the date of such Special Meeting Request; provided that, if any Requesting Shareholder is not the record holder of any shares representing the Special Meeting Requisite Percentage, then, to be valid, such Special Meeting Request must also include documentary evidence of such Requesting Shareholder's authority to execute the Special Meeting Request on behalf of one or more record holder(s); and

(v) include an agreement and acknowledgement signed by each Requesting Shareholder (A) to own the Special Meeting Requisite Percentage at all times between the date of the Secretary's receipt of the Special Meeting Request, on the one hand, and the date of the Shareholder Requested Special Meeting, on the other hand, (B) to notify the Corporation immediately in the case of any reduction in the shares owned by such Requesting Shareholder prior to the date of the Shareholder Requested Special Meeting, and (C) that the Special Meeting Request shall be deemed to be revoked (and any special meeting scheduled in response thereto may be canceled) if the shares owned by such Requesting Shareholder(s) do not represent ownership of at least the Special Meeting Requisite Percentage at all times between the date of the Secretary's receipt of the Special Meeting Request and the date of the Shareholder Requested Special Meeting.

(c) Each applicable person (including the Requesting Shareholder) shall update the Special Meeting Request delivered and information previously provided to the Corporation pursuant to this Section 1.2 and under any Representation and Agreement, if necessary, so that the information provided or required to be provided in such Special Meeting Request shall continue to be true and correct (i) as of the record date for determining the shareholders entitled to notice of the Shareholder Requested Special Meeting and (ii) as of the date that is ten business days prior to the Shareholder Requested Special Meeting (or any adjournment or postponement thereof), and such update shall be received by the Secretary in accordance with an Acceptable Delivery Method not later than five business days after the record date for such Shareholder Requested Special Meeting (in the case of an update required to be made as of the record date) and not later than eight business days prior to the date of such Shareholder Requested Special Meeting (in the case of an update required to be made as of the date that is ten business days prior to such Shareholder Requested Special Meeting or any adjournment, recess or postponement thereof).

(d) The obligation of a Requesting Shareholder or other applicable person to provide information or an update pursuant to this Section 1.2 and under any Representation and Agreement, as applicable, shall not limit the Corporation's rights with respect to any deficiencies in any Special Meeting Request or information provided by such person or enable or be deemed to permit such person to amend or update any proposal or to submit any new proposal, including by substituting or adding proposals.

(e) Any Requesting Shareholder may revoke his, her or its Special Meeting Request at any time by revocation received by the Secretary in accordance with an Acceptable Delivery Method. If, following such revocation (including any revocation resulting from a reduction in the shares owned by a Requesting Shareholder), there are outstanding unrevoked Special Meeting Requests from shareholders holding in the aggregate less than the Special Meeting Requisite Percentage, the Board may, in its discretion, to the extent permitted by applicable law, cancel the Shareholder Requested Special Meeting.

(f) In determining whether a Shareholder Requested Special Meeting has been requested by the holders of shares representing in the aggregate at least the Special Meeting Requisite Percentage, multiple Special Meeting Requests received by the Secretary will be considered together only if each such Special Meeting Request (i) identifies identical or substantially similar items to be acted on at the Shareholder Requested Special Meeting as determined in good faith by the Board and (ii) has been dated and received by the Secretary within 60 days of the earliest date of such Special Meeting Requests.

(g) Notwithstanding the foregoing, the Corporation shall not be required to convene a Shareholder Requested Special Meeting if:

(i) the Requesting Shareholder(s) have not complied with the requirements for calling a special meeting set forth in this Article I, the Articles of Incorporation or applicable law;

(ii) the Special Meeting Request relates to an item of business that is not a proper subject for action by a shareholder under applicable law, rule or regulation; or

(iii) the Special Meeting Request was made in a manner that involved a violation of applicable law.

(h) Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice of the meeting, which, in the case of a Shareholder Requested Special Meeting shall be limited to (i) the purpose(s) stated in any valid Special Meeting Request received from a Requesting Shareholder and (ii) any additional matters that the Board determines to include in the Corporation's notice of the Shareholder Requested Special Meeting.

Section 1.3 Notice of Meetings. Whenever under the provisions of the Articles of Incorporation, these Bylaws or the Marshall Islands Business Corporations Act (the "**BCA**") shareholders are required or permitted to take any action at a meeting, written notice shall state the place, date and hour of the meeting and, unless it is the annual meeting, indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose for which the meeting is called. A copy of the notice of any meeting shall be given personally or sent by mail or by electronic transmission, not less than 15 nor more than 60 days before the date of the meeting, to each registered shareholder entitled to vote at such meeting. If mailed, such notice is given when deposited in the mail, directed to the shareholder at its, his or her address as it appears on the record of shareholders, or, if the shareholder shall have filed with the Secretary of the Corporation a written request that notices to the shareholder be mailed to some other address, then directed to it, him or her at such other address. If sent by electronic transmission, notice given pursuant to this Section 1.3 shall be deemed given when directed to a number or electronic mail address at which the shareholder has consented to receive notice. A shareholder otherwise entitled to notice may waive such notice in accordance with Section 6.3 and the BCA.

Section 1.4 Adjournments and Postponements.

(a) When a meeting is adjourned to another time or place, it shall not be necessary, unless the meeting was adjourned for lack of a quorum, to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice. At the adjourned meeting of shareholders, the Corporation may transact any business which might have been transacted at the original meeting of shareholders.

(b) Subject to applicable law, any meeting of shareholders, including any Shareholder Requested Special Meeting, may be postponed, rescheduled or cancelled by the Board at any time before such meeting has been convened.

(c) In no event shall any adjournment, recess or postponement of a shareholder meeting (whether or not already publicly noticed) or the announcement thereof commence a new time period (or extend any time period) for the giving of a shareholder's notice pursuant to Section 1.12.

Section 1.5 Quorum. Quorum of meetings of shareholders shall be as set forth in the Articles of Incorporation (and if not so set forth, then as contained in the BCA).

Section 1.6 Conduct of Meetings; Organization.

(a) The Board may adopt by resolution such rules and regulations for the conduct of each meeting of shareholders as it shall deem appropriate. If the Board determines that any requirement in these Bylaws, the Articles of Incorporation or any other applicable legal requirement has not been satisfied (including compliance with any Questionnaire or Representation and Agreement required under these Bylaws) as to any nomination or other business proposed to be brought before a meeting of shareholders, then the Board may elect to (i) waive such deficiency with respect to such proposed nomination or other business, (ii) notify the shareholder of, and provide the shareholder with an opportunity to cure, such deficiency, or (iii) decline to allow the proposed nomination or other business to be transacted at the meeting, even if the Corporation has received proxies or votes in respect of those matters (which proxies and votes shall also be disregarded).

(b) Meetings of shareholders shall be presided over by the Chairperson, or in the absence of the Chairperson, by any officer or Director designated by the Board. The Secretary, or in the absence of the Secretary, an assistant secretary of the Corporation (an "**Assistant Secretary**"), shall act as secretary of the meeting, but in the absence of the Secretary any person designated by the Board shall act as secretary of the meeting.

(c) The order of business at each such meeting shall be as determined by the presiding person of the meeting. Except to the extent inconsistent with any rules and regulations adopted by the Board with respect to the applicable meeting, the presiding person of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as, in the judgement of such person, are necessary or desirable for the proper conduct of the meeting, to the extent permitted by applicable law, including, without limitation, (i) establishing procedures for the maintenance of order and safety, (ii) establishing limitations on the time allotted for questions or comments, (iii) establishing restrictions on entry to such meeting after the time prescribed for the commencement thereof, (iv) establishing limitations on attendance and participation at the meeting to shareholders of record, their duly authorized proxies and such other individuals as the presiding person of the meeting may determine, (v) establishing the opening and closing of the voting polls, for each item on which a vote is to be taken, (vi) determining and declaring that a matter, business or nomination was not properly brought before the meeting, (vii) removing any shareholder or any other individual who refuses to comply with meeting rules, regulations and procedures as set forth by the Board or the presiding person of the meeting, (viii) concluding the meeting or adjourning the meeting, whether or not a quorum is present, to a later date or time and to the same or some other place or by means of remote communication and (ix) restricting the use of audio/video recording devices and cell phones at the meeting.

(d) Except as otherwise required by applicable law, the Articles of Incorporation or these Bylaws, the Board, the Chairperson, or the person presiding at the applicable meeting of shareholders (regardless of whether the Board has previously made a determination with respect to a particular proposed nomination or other business pursuant to clause (a) of this Section 1.6) shall have the power to (i) determine whether any proposed nomination or other business to be brought before the meeting was properly brought in accordance with the requirements set forth in these Bylaws (including in compliance with any Representation and Agreement required under these Bylaws) or the Articles of Incorporation, or in compliance with any other applicable legal requirement, and (ii) if any proposed nomination or other business was not properly brought, to declare that such proposed nomination or other business is defective. If the Board, the Chairperson, or the person presiding at the applicable meeting of shareholders should so determine and declare, the defective nomination or other business shall be disregarded, to the extent permitted by applicable law, even if the Corporation has received proxies or votes in respect of those matters (which proxies and votes shall also be disregarded).

(e) Notwithstanding anything herein to the contrary, unless otherwise required by applicable law, if (i) all Requesting Shareholder(s), in the case of a Shareholder Requested Special Meeting, or (ii) any Proposing Shareholder, as applicable, fails to appear or send a Qualified Representative to present the matters such shareholder requested or proposed to be presented at the applicable meeting of shareholders, to the extent permitted by applicable law, the Corporation need not present such matters for a vote at such meeting, even if the Corporation has received proxies or votes in respect of those matters (which proxies and votes shall also be disregarded).

Section 1.7 Inspectors. The Board, in advance of any shareholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the Chairperson may, and on the request of any shareholder entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board in advance of the meeting or at the meeting by the Chairperson. Each inspector, before entering upon the discharge of his duties, shall take an oath faithfully to execute the duties of inspector at such meeting. The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots, or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all shareholders entitled to vote thereat. Unless waived by vote of the shareholders, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a sworn certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.

Section 1.8 Voting; Proxies.

(a) Unless otherwise required by applicable law or provided in the Articles of Incorporation, each shareholder entitled to vote at any meeting of shareholders shall be entitled to one vote for each share held by such shareholder which has voting power upon the matter in question.

(b) Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such shareholder by proxy in the manner authorized by Section 69 of the BCA, but no such proxy shall be voted or acted upon after 11 months from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power, regardless of whether the interest with which it is coupled is an interest in the shares themselves or an interest in the Corporation generally. A shareholder may revoke any proxy that is not irrevocable.

(c) Directors shall be elected as provided in the Articles of Incorporation (or, if not so provided, as provided by the BCA).

(d) All other matters, unless a different vote is required by applicable law or the Articles of Incorporation (in which case such different vote shall be the applicable vote on the matter), shall be authorized by a majority of the votes cast at a meeting of shareholders at which a quorum is present by the holders of shares entitled to vote thereon.

Section 1.9 Fixing Date for Determination of Shareholders of Record. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board may fix in advance a date as the record date for any such determination of shareholders. Such date shall not be more than 60 nor less than 15 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 1.10 List of Shareholders Entitled to Vote. A list of registered shareholders as of the record date, certified by the corporate officer responsible for its preparation or by a transfer agent, shall be produced at any meeting of shareholders upon request of any shareholder at the meeting or prior thereto. If the right to vote at any meeting is challenged, the inspector of election, or the Chairperson, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

Section 1.11 Consent of Shareholders in Lieu of Meeting. Consent of shareholders in lieu of a meeting shall be as provided in the Articles of Incorporation (and if not so provided, as provided by the BCA).

Section 1.12 Notice of Shareholder Proposals and Nominations of Directors.

(a) Subject to the terms of the Shareholders' Agreement between Capital Maritime & Trading Corp. ("**CMTC**"), Capital Gas Corp. ("**Capital Gas**"), Capital GP L.L.C. (together with CMTC and Capital Gas, the "**Capital Shareholders**") and the Corporation (as the same may be amended, supplemented, restated and/or otherwise modified from time to time, the "**Shareholders' Agreement**"), and subject to Section 1.12(i), nominations of persons for election to the Board or the proposal of other business to be brought to the shareholders at a meeting of shareholders may be made only (i) pursuant to the Corporation's notice of meeting (or any supplement thereto), (ii) by or at the direction of the Board, (iii) by any Proposing Shareholder who is a shareholder of record on the date of the giving of the notice provided for in this Section 1.12 and at the time of the applicable meeting, who shall be entitled to vote at the meeting, or (iv) pursuant to the Shareholders' Agreement. Subject to Section 1.12(i), Section 1.12(a)(iii) sets forth the exclusive means for a shareholder to nominate persons for election to the Board at a meeting of shareholders or to propose other business to be considered at any meeting of shareholders.

(b) Any matter proposed to be brought by a shareholder must constitute a proper matter for shareholder action. Subject to the terms of the Shareholders' Agreement and Section 1.12(i), for nominations or other business to be properly brought by a Proposing Shareholder before a meeting of shareholders pursuant to clause (iii) of Section 1.12(a), subject to Section 1.6, the Proposing Shareholder must timely deliver notice of such matters in proper written form to the Secretary and otherwise comply with the requirements under these Bylaws (including this Section 1.12(b) and Section 1.2, as applicable). Prior to submitting a shareholder's notice (including a Special Meeting Request) with respect to any nomination that a Proposing Shareholder proposes to be brought before a meeting of shareholders, the Proposing Shareholder shall request in writing from the Secretary the forms of the Questionnaire and the Representation and Agreement, and the Secretary shall provide such forms to the Proposing Shareholder within ten days after receiving such request.

(c) Subject to the terms of the Shareholders' Agreement and Section 1.12(i), for nominations or other business to be brought before a shareholder meeting by a Proposing Shareholder in a timely manner pursuant to clause (iii) of Section 1.12(a), subject to Section 1.6, a Proposing Shareholder's notice must be received in a proper form and in accordance with an Acceptable Delivery Method (i) in the case of the annual meeting, not earlier than the 120th day, and not later than the 90th day, prior to the first anniversary of the preceding year's annual meeting of shareholders; provided, however, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date that is more than 30 days earlier or delayed (other than as a result of adjournment) by more than 60 days later than such anniversary date, such shareholder's notice must be received not earlier than the 120th

day prior to such annual meeting and not later than the later of (1) the 90th day prior to such annual meeting and (2) the tenth day following the day on which public disclosure of the date of such annual meeting is first made by the Corporation and (ii) in the case of any special meeting, not earlier than the 120th day prior to such special meeting and not later than the later of (1) the 90th day prior to such special meeting and (2) the tenth day following the day on which such public disclosure is first made.

(d) Subject to the terms of the Shareholders' Agreement and Section 1.12(i) and Section 1.6, to be in proper written form, a shareholder's notice to the Secretary pursuant to clause (iii) of Section 1.12(a) shall set forth in writing:

(i) all Shareholder Information;

(ii) with respect to any nomination of persons for election to the Board to be brought before a shareholder meeting, all Nominee Information;

(iii) with respect to any business to be brought before a shareholder meeting other than nominations, all Proposal Information; and

(iv) such other information regarding each matter of business to be proposed, each proposed nominee, each Proposing Shareholder and any Shareholder Associated Person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with the solicitations of proxies for such business or nomination under applicable law.

(e) Subject to the terms of the Shareholders' Agreement and Section 1.12(i) and Section 1.6, each applicable person (including the Proposing Shareholder and proposed nominee) shall update the notice delivered and information previously provided to the Corporation pursuant to this Section 1.12 and under any Questionnaire or Representation and Agreement, if necessary, so that the information provided or required to be provided in such notice shall continue to be true and correct (i) as of the record date for determining the shareholders entitled to notice of the meeting and (ii) as of the date that is ten business days prior to the meeting (or any adjournment or postponement thereof), and such update shall be received by the Secretary in accordance with an Acceptable Delivery Method not later than five business days after the record date for such meeting (in the case of an update required to be made as of the record date) and not later than eight business days prior to the date of such meeting (in the case of an update required to be made as of the date that is ten business days prior to such meeting or any adjournment or postponement thereof).

(f) Subject to the terms of the Shareholders' Agreement and Section 1.12(i) and Section 1.6, the obligation of a Proposing Shareholder, proposed nominee or other applicable person to provide information or an update pursuant to this Section 1.12 and under any Questionnaire or Representation and Agreement, as applicable, shall not limit the Corporation's rights with respect to any deficiencies in any notice or information provided by such person, to extend any applicable deadlines under this Section 1.12 or enable or be deemed to permit such person to amend or update any

nomination or proposal, as applicable, or to submit any new nomination or proposal, including by substituting or adding nominees or proposals, as applicable. A Proposing Shareholder may not, after the last day on which a notice would be timely under this Section 1.12, cure in any way any defect preventing the submission of a proposal or nomination of a proposed nominee without the consent of the Board, which may be provided or withheld in its sole discretion.

(g) Subject to the terms of the Shareholders' Agreement and Section 1.12(i) and Section 1.6, the Corporation may also, as a condition of any nomination being deemed properly brought by a shareholder before a meeting of shareholders pursuant to clause (iii) of Section 1.12(a), require the Proposing Shareholder, any proposed nominee and any other person on whose behalf the nomination is being made to furnish such other information (1) such person has agreed to furnish under the applicable shareholder's notice, Questionnaire or Representation and Agreement delivered to the Corporation (including under any such person's agreement to update information pursuant to any Representation and Agreement), and (2) that could (as determined by the Board or any committee thereof) be required by the Corporation to determine whether the proposed nominee would be (x) considered "independent" as a Director under the Independence Standards or meet the requirements for membership on the Board or any committee thereof, or (y) material to a reasonable shareholder's understanding of the qualifications and, fitness and/or independence, or lack thereof, of any proposed nominee.

(h) Subject to the terms of the Shareholders' Agreement and Section 1.12(i) and Section 1.6, with respect to nominations or other business to be brought by a shareholder before a meeting of shareholders, a shareholder must also comply with all applicable requirements of the Articles of Incorporation and all other applicable laws, rules and regulations, including under the Securities Exchange Act of 1934 (together with the rules and regulations promulgated thereunder, in each case, as may be amended from time to time, the "**Exchange Act**").

(i) Notwithstanding anything to the contrary in these Bylaws or the Articles of Incorporation, any designation of director nominees by the Capital Shareholders pursuant to the terms of the Shareholders' Agreement shall not be subject to the provisions of this Section 1.12. For the avoidance of doubt, any designation of director nominees by the Capital Shareholders pursuant to the terms of the Shareholders' Agreement shall not constitute a notice pursuant to these Bylaws that a shareholder intends to nominate a Director or Directors for purposes of the Articles of Incorporation or these Bylaws, and the Capital Shareholders shall not be required to comply with the information and documentation requirements of this Section 1.12.

Article II

Board of Directors

Section 2.1 Powers; Qualifications. Subject to limitations of the Articles of Incorporation and of the BCA as to action which shall be authorized or approved by the shareholders, all corporate powers shall be exercised by or under authority of, and the business and affairs of the Corporation shall be managed by, the Board.

Section 2.2 Number of Directors. Subject to the terms of the Shareholders' Agreement, the number of Directors shall be as set forth in the Articles of Incorporation (and if not so provided, then the minimum number of Directors shall be one). A majority of the Directors shall qualify as "independent" Directors under the Independence Standards.

Section 2.3 Election and Term of Office. The election and term of office of a Director shall be as set forth in the Articles of Incorporation (and, if not so provided, then as provided by the BCA).

Section 2.4 Resignation. Any Director may resign at any time by giving notice in writing to the Nominating Committee or the Board. Such resignation shall take effect at the time it is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events, in which case the resignation shall be effective at such later date or upon the happening of such event or events, and unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective.

Section 2.5 Removal. Except as otherwise provided in the Articles of Incorporation, any Director or the entire Board may be removed, only for cause, by the holders of a majority of the shares then entitled to vote at an election of Directors. The Board shall not have the authority to remove Directors.

Section 2.6 Newly Created Directorships and Vacancies. Subject to the terms of the Shareholders' Agreement, newly created directorships resulting from an increase in the number of directors and vacancies occurring on the Board for any reason shall be filled as set forth in the Articles of Incorporation.

Section 2.7 Regular Meetings. Regular meetings of the Board may be held at such date, time and place, either within or without the Republic of the Marshall Islands, as shall be designated from time to time by resolution of the Board.

Section 2.8 Special Meetings. Special meetings of the Board may be called by the Chairperson, or by any two Directors, and shall be held on such date, at such time and at such place as the Chairperson, or the Directors calling the meeting, shall fix.

Section 2.9 Notice and Place of Meetings. Meetings of the Board may be held at the principal office of the Corporation, or at any other place as is stated in the notice of such meeting. Notice of any special meeting, and except as the Board may otherwise determine by resolution, notice of any regular meeting, will be (a) delivered personally by hand, by courier or by telephone, (b) sent by certified or registered mail, or (c) sent by electronic mail, in each case, directed to each Director at that Director's address, telephone number or electronic mail address, as the case may be, as shown on the Corporation's records at least 48 hours before the time at which the meeting is to commence unless such Director has waived notice in accordance with Section 6.3. Any business may be transacted and any corporate action may be taken at any regular or special meeting of the Board at which a quorum is present. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the Board.

Section 2.10 Participation in Meetings by Electronic Means Permitted. Members of the Board, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of communications equipment which permits the persons participating in the meeting to communicate with each other, and participation in a meeting pursuant to this Section 2.10 shall constitute presence in person at such meeting.

Section 2.11 Quorum; Vote Required for Action. At all meetings of the Board a majority of the entire Board shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless applicable law or the Articles of Incorporation shall require a vote of a greater number.

Section 2.12 Organization. Meetings of the Board shall be presided over by the Chairperson, or in the absence of the Chairperson, by a presiding person chosen at the meeting. The Secretary, or in the absence of the Secretary, the presiding person of the meeting may appoint any person to act as secretary of the meeting.

Section 2.13 Action by Directors Without a Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the consents are filed with the minutes of proceedings of the Board or committee.

Section 2.14 Compensation of Directors. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, the Board shall have the authority to fix the compensation of Directors.

Article III

Committees

Section 3.1 Mandatory Committees. The Corporation shall have an Audit Committee, a Compensation Committee, a Conflicts Committee and a Nominating Committee (together, the "**Mandatory Committees**"). Each Mandatory Committee shall perform the functions delegated to it pursuant to the terms of these Bylaws and such other matters as may be delegated to it from time to time by resolution of the Board.

Section 3.2 Committees. The Board, by resolution adopted by a majority of the entire Board, may designate from among its members the Mandatory Committees, an executive committee and other committees, each of which to the extent provided in the resolution or in the Articles of Incorporation or Bylaws, shall have and may exercise all the authority of the Board, subject to the BCA. No committee shall have the authority prohibited by committees pursuant to the BCA.

Section 3.3 Committee Rules. Unless the Board otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, (a) a majority of the Directors then serving on such committee shall constitute a quorum for the transaction of business, (b) the vote of a majority of the members present at a meeting at which a quorum is present at the time of such vote or the unanimous written consent of all members thereof shall be the act of such committee and (c) in other respects each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II.

Article IV

Officers

Section 4.1 Officers; Election. From time to time, the Board shall elect a Secretary. The Board may also elect such other officers of the Corporation as the Board may deem desirable and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices of the Corporation may be held by the same person unless the Articles of Incorporation or these Bylaws provide otherwise. Any number of offices may be held by the same person and more than one person may hold the same office, unless otherwise prohibited by law, the Articles of Incorporation or these Bylaws. The officers of the Corporation need not be shareholders of the Corporation, nor do any officers need to be directors of the Corporation.

Section 4.2 Term of Office; Resignation; Removal; Vacancies. Unless otherwise provided in the resolution of the Board electing such officer, each officer shall hold office until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Board, the Chairperson, or the Secretary. Such resignation shall take effect at the time it is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events, in which case it shall be effective at such later date or upon the happening of such event or events, and unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, and the election of an officer shall not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, may be filled by the Board.

Section 4.3 Powers and Duties. The officers of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in these Bylaws or in a resolution of the Board which is not inconsistent with these Bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. The Secretary shall have the duty to record, or cause to be

recorded, the proceedings of the meetings of the shareholders, the Board and any committees in a book to be kept for that purpose. Unless otherwise required by applicable law, all contracts or other agreements, understandings, arrangements or instruments of the Corporation may, but are not required to, be executed on behalf of the Corporation by an employee or agent of the Corporation authorized in writing by the Board. In case any officer is absent, or for any other reason that the Board may deem necessary or desirable, the Board may delegate for the time being the powers or duties of such officer to any other officer. The Board may require any employee of the Corporation (including, without limitation, any officer of the Corporation) or any agent of the Corporation to give security for the faithful performance of his or her duties.

Article V

Shares

Section 5.1 Share Certificates and Uncertificated Shares.

(a) The shares shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's capital stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate theretofore issued until such certificate is surrendered to the Corporation. Every holder of shares represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by an officer(s) and/or a Director, however designated, representing the number of shares registered in certificate form owned by such holder. The signatures upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent other than the Corporation itself or its employees. In case any person who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer or Director before such certificate is issued, it may be issued by the Corporation with the same effect as if he/she were such officer or Director at the date of issue. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

(b) Each certificate representing shares issued by the Corporation (for so long as it is authorized to issue shares of more than one class) shall set forth upon the face or back of the certificate, or shall state that the Corporation will furnish to any shareholder upon request and without charge, a full statement of the designation, relative rights, preferences and limitations of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any class of preferred shares in series, the designation, relative rights, preferences and limitations of each such series so far as the same have been fixed and the authority of the Board to designate and fix the relative rights, preferences and limitations of other series. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation or transfer agent shall send to the registered owner thereof a written notice containing the information required by law to be provided to such owner, including the information required by law to set forth or stated on certificates and a statement that the Corporation will furnish without charge to each shareholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of shares or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 5.2 Transfers of Shares. Shares represented by certificates of the Corporation shall be transferable on the record of shareholders upon presentation to the Corporation or a transfer agent of a certificate or certificates representing the shares requested to be transferred, with proper endorsement on the certificate or on a separate accompanying document, together with such evidence of the payment of transfer taxes and compliance with other provisions of law as the Corporation or its transfer agent may require. The transfer provisions of this Section 5.2 are not the exclusive method of transferring shares.

Section 5.3 Lost, Stolen or Destroyed Share Certificates; Issuance of New Certificates. The Corporation may issue a new share certificate or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Article VI

Miscellaneous

Section 6.1 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

Section 6.2 Seal. The Board may adopt a corporate seal, alter such seal at its pleasure, and authorize it to be used by causing it or a reproduction of such seal to be affixed or impressed or reproduced in any other manner.

Section 6.3 Waiver of Notice of Meetings of Shareholders, Directors and Committees. Whenever notice is required to be given by applicable law or under any provision of the Articles of Incorporation or these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders, Directors or members of a committee of Directors need be specified in any written waiver of notice or waiver by electronic transmission unless so required by the Articles of Incorporation or these Bylaws.

Section 6.4 Indemnification of Directors and Officers.

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest, or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure judgment in its favor by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in the defense of a claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 6.4 shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(e) The rights of indemnification and advancement of expenses shall not be exclusive of any other rights to which an indemnitee may be entitled, and, to the extent permitted by law, shall not be limited by the provisions of Section 60 of the BCA or any successor statute.

(f) The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer against any liability asserted against such person and incurred by such person in such capacity whether or not the Corporation would have the power to indemnify such person against such liability by law or under the provisions of these Bylaws and the BCA.

(g) Any repeal or modification of this Section 6.4 shall not adversely affect any rights to indemnification and to the advancement of expenses of a director or officer of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

Section 6.5 Amendment of Bylaws.

(a) By the Shareholders. Subject to applicable law and the Articles of Incorporation, these Bylaws may be altered, amended or repealed, or new Bylaws enacted, by the affirmative vote of a majority of the voting power of all the then outstanding shares of the Corporation entitled to vote thereon, voting together as a single class.

(b) By the Board. Subject to applicable law and the Articles of Incorporation, these Bylaws may be made, adopted, altered, waived, amended, changed or repealed, by the Board.

Section 6.6 Electronic Signatures. To the fullest extent permitted by applicable law, whenever the Articles of Incorporation or these Bylaws require or permit a signature, such signature may be a manual, facsimile, conformed or electronic signature.

Section 6.7 Severability. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Articles of Incorporation, the BCA, the rules or regulations of any stock exchange applicable to the Corporation or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

Article VII

Definitions

As used in these Bylaws, the following terms have the meanings specified in this Article VII.

"**Acceptable Delivery Method**" means delivery in writing to the Secretary (i) by electronic mail (but only if confirmation of receipt of such e-mail is received; provided that any communication or confirmation automatically generated by electronic means (such as out-of-office replies) shall not constitute such confirmation of receipt) or (ii) by certified or registered mail addressed to the Secretary at the principal executive offices of the Corporation, return receipt requested.

"**affiliate**" has the meaning set forth in Rule 12b-2 under the Exchange Act.

"**associate**" has the meaning set forth in Rule 12b-2 under the Exchange Act.

"**Audit Committee**" means a committee of the Board composed entirely of directors who meet the Independence Standards, including the independence standards required of directors who serve on an audit committee of a board of directors established by the Exchange Act and the rules and regulations of the National Securities Exchange on which shares are listed or admitted to trading.

"**beneficially owned**" (and its correlative terms) has the meaning provided in Rules 13d-3 and 13d-5 under the Exchange Act.

"**Chairperson**" means a Director elected by the Board to act as chairperson of the Board, who shall be "independent" as a Director under the Independence Standards. There is no requirement for a Chairperson to be elected. The Chairperson is not an officer of the Corporation.

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

"**Compensation Committee**" means a committee of the Board composed entirely of directors who meet the Independence Standards.

"**Competitor**" means any international shipping company, owner of ocean-going shipping vessels or similar company operating with a focus on the liquefied natural gas carrier market and/or the wider energy transition gas market.

"**Conflicts Committee**" means a committee of the Board composed entirely of directors who meet the Independence Standards.

"**Corporation Securities**" means any shares or other securities of the Corporation or any affiliate thereof.

"**Derivative Instrument**" means any derivative instruments, profit interests, options, warrants, convertible securities, stock appreciation or other rights with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any Corporation Securities or the voting rights thereof or with a value derived in whole or in part from the value of any Corporation Securities or any other contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any Corporation Securities, in each case, whether or not such instrument, contract or right shall be subject to settlement in the underlying Corporation Security.

"**Independence Standards**" means any independence standards set forth in the rules and listing standards of the primary stock exchange upon which any Corporation Securities are traded, any applicable rules of the Commission, and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's Directors, including those applicable to a Director's service on the Audit Committee, Compensation Committee or any other committee of the Board, including Rule 5605 of the Nasdaq Stock Market LLC Rules, as amended from time to time.

"**National Securities Exchange**" means an exchange registered with the Commission under Section 6(a) of the Exchange Act.

"**Nominating Committee**" means a committee of the Board composed, subject to the Shareholders' Agreement, of a minimum of three members of the Board then serving. A majority of the Nominating Committee members shall meet the Independence Standards.

"**Nominee Information**" means, as to each person whom the Proposing Shareholder proposes to nominate for election or reelection to the Board:

(a) the name, age, business address and residence address of such proposed nominee;

(b) the principal occupation or employment of such proposed nominee;

(c) the completed Questionnaire and the Representation and Agreement in the forms provided by the Corporation pursuant to Section 1.12(b) with respect to the proposed nominee;

(d) (1) the class and series and number of Corporation Securities which are, directly or indirectly, owned beneficially or of record by such proposed nominee, (2) the nominee holder for, and number of, any shares owned beneficially but not of record by such proposed nominee, (3) the dates such Corporation Securities were acquired, (4) the investment intent of such acquisition, (5) evidence of such beneficial or record ownership, and (6) any Derivative Instruments or Short Interests owned, held or entered into by such proposed nominee;

(e) whether such proposed nominee is eligible for consideration as an independent Director under the standards contemplated by Item 407(a) of Regulation S-K adopted by the Commission (or the corresponding provisions of any successor regulation) and the relevant listing standards of any exchange where the Corporation's equity securities are listed;

(f) a description of all direct and indirect compensation, payment, reimbursement, indemnification and other monetary agreements, arrangements and understandings during the past three years, and any other relationships, between or among such proposed nominee, the Proposing Shareholder, any Shareholder Associated Person and any other person or persons (including their names) in connection with such proposed nominee's nomination or service or action as a Director, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 promulgated under Regulation S-K if the Proposing Shareholder and any Shareholder Associated Person were the "registrant" for purposes of such rule and such proposed nominee was a Director or executive officer of such registrant;

(g) details of any relationship between such proposed nominee and any person that would require disclosure on Schedule 13D as if such proposed nominee was required to file a Schedule 13D with respect to the Corporation; and

(h) details of any position where such proposed nominee has served as an officer or Director of any Competitor within the three years preceding the submission of the shareholder notice.

"**person**" means any individual, corporation, partnership, limited liability company, association, group, joint venture, trust, unincorporated organization or other entity.

"**Proposal Information**" means as to any business (other than nomination of persons for election to the Board) the Proposing Shareholder proposes to bring before a meeting of shareholders pursuant to Section 1.2 or Section 1.12:

(a) a brief description of the business desired to be brought before the meeting of shareholders;

(b) the text of the proposal or business (including the complete text of any resolutions proposed to be presented for consideration and, in the event that such business includes a proposal to amend any incorporation document, including, but not limited to, the Articles of Incorporation or these Bylaws, the language of the proposed amendment);

(c) the reasons for conducting such business at the meeting of shareholders (including the text of any reasons for the proposed business that will be disclosed in any proxy statement or supplement thereto to be filed with the Commission); and

(d) a complete and accurate description of any material interest in such business of the Proposing Shareholder and any Shareholder Associated Persons, individually or in the aggregate, including any anticipated benefit to the Proposing Shareholder and any Shareholder Associated Persons therefrom.

"**public disclosure**" shall be deemed to include a disclosure made in a press release reported by a national news service, in a document filed by the Corporation with the Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act or in a notice pursuant to the applicable rules of an exchange on which the securities of the Corporation are listed.

"**Proposing Shareholder**" means any shareholder proposing nominations or other business to be brought before a meeting of shareholders pursuant to Section 1.2 or Section 1.12.

"**Qualified Representative**" of a shareholder means a person who is a duly authorized by a writing executed by such shareholder or an electronic transmission delivered by such shareholder to the Secretary to act for such shareholder as proxy at a specified meeting of shareholders. The Qualified Representative must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of shareholders.

"**Questionnaire**" means, as to each person whom a Proposing Shareholder proposes to nominate for election or reelection to the Board, a Director's and officers' questionnaire in the form provided by the Corporation pursuant to Section 1.12(b) and signed by such proposed nominee.

"**Representation and Agreement**" means, in connection with any nomination or other business proposed by a Proposing Shareholder to be brought before a meeting of shareholders, written representations and agreements in the form provided by the Corporation pursuant to Section 1.12(b), and signed by, as applicable, the Proposing Shareholder, each proposed nominee and any other person by whom or on whose behalf the nomination or other proposal is being made that:

(a) each of the applicable persons (including the Proposing Shareholder and any proposed nominee) will update and supplement the information described in Section 1.2 or Section 1.12, as applicable, from time to time to the extent necessary so that such information shall be true and correct (x) as of the record date for determining the shareholders entitled to notice of the applicable meeting and (y) as of the date that is the tenth business day prior to such meeting or any adjournment or postponement thereof. Any such update and supplement shall be delivered in writing to the Secretary in accordance with an Acceptable Delivery Method not later than the fifth business day following the record date for determining the shareholders entitled to notice of the meeting (in the case of any update and supplement required to be disclosed as of the record date) and not later than the eighth business day prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of the tenth business day prior to the meeting or adjournment or postponement thereof);

(b) each of the applicable persons (including the Proposing Shareholder and any proposed nominee) will provide to the Corporation such other information and certifications as it may reasonably request, including any information required or requested by the Corporation's subsidiaries;

(c) each of the applicable persons (including the Proposing Shareholder and any proposed nominee) will provide facts, statements and other information in all communications with the Corporation and its shareholders that are or will be true and correct in all material respects and that do not and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(d) each of the applicable persons (including the Proposing Shareholder and any proposed nominee) agrees to comply with all applicable law, rules and regulations in connection with the nomination, solicitation and election, as applicable;

(e) the proposed nominee will comply with the Corporation's processes for evaluating any person being considered for nomination to the Board, including, at the reasonable request of the Nominating Committee of the Board, meet with the Nominating Committee to discuss matters relating to the nomination of such proposed nominee to the Board, including the information provided by such proposed nominee to the Corporation in connection with such person's nomination and such proposed nominee's eligibility to serve as a member of the Board;

(f) the proposed nominee consents to the running of a background check in accordance with the Corporation's policy for prospective Directors and will provide any information requested by the Corporation that is necessary to run such background check;

(g) the proposed nominee, if elected to serve as a member of the Board, (1) agrees to comply with applicable state and federal law (including applicable fiduciary duties under state law), the rules of any stock exchange on which any Corporation Securities are traded, and all of the Corporation's corporate governance, ethics, conflict of interest, confidentiality and stock ownership and trading policies and guidelines applicable generally to the Corporation's Directors and (2) would be in compliance with any such policies and guidelines that have been publicly disclosed;

(h) the proposed nominee is not and will not become a party to (i) any compensatory, payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation in connection with service or action as a Director that has not been disclosed to the Corporation, (ii) any agreement, arrangement or understanding with any person or entity as to how the proposed nominee would vote or act on any issue or question as a Director (a "Voting Commitment") that has not been disclosed to the Corporation or (iii) any Voting Commitment that could reasonably be expected to limit or interfere with the proposed nominee's ability to comply, if elected as a Director, with fiduciary duties under applicable law;

(i) the proposed nominee (1) intends to serve the full term for which he or she is standing for election if nominated by the Board and elected by the shareholders, and (2) consents to being named in any proxy statement, associated proxy card or other proxy materials; and

(j) the proposed nominee's candidacy or, if elected, membership on the Board, would not violate applicable state or federal law or the rules of any stock exchange upon which any Corporation Securities are traded.

"**Short Interest**" shall mean any agreement, arrangement, understanding or relationship (including any repurchase or so called "stock borrowing" agreement or arrangement) the effect or intent of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any Corporation Securities or manage risk with respect to any Corporation Securities, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any Corporation Securities.

"**Shareholder Associated Person**" means as to any Proposing Shareholder or Requesting Shareholder (a) any person who is a member of a "group" (as such term is used in Rule 13d-5 of the Exchange Act) with or otherwise acting in concert with such shareholder, (b) any beneficial owner of shares on whose behalf the request, proposal or nomination is being made (other than a shareholder that is a depositary), (c) any affiliate or associate of such shareholder or any such beneficial owner, and (d) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A, or any successor instructions) with such shareholder, beneficial owner or any Shareholder Associated Person in respect of any requests, proposals or nominations, as applicable.

"**Shareholder Information**" means as to any Proposing Shareholder or Requesting Shareholder:

(a) whether such person is providing the notice at the request of a beneficial holder of any Corporation Securities;

(b) the name and record address of such person and any of such person's Shareholder Associated Persons (including, if applicable, as they appear on the Corporation's books and records);

(c) (1) the class and series and number of Corporation Securities which are, directly or indirectly, owned beneficially or of record by such person or any of such person's Shareholder Associated Persons, (2) the nominee holder for, and number of, any Corporation Securities owned beneficially but not of record by such person or any of such person's Shareholder Associated Persons, (3) the dates such Corporation Securities were acquired, (4) the investment intent of such acquisition and (5) evidence of such beneficial or record ownership;

(d) a complete and accurate description of all Derivative Instruments or Short Interests owned, held or entered into by such person or any of such person's Shareholder Associated Persons;

(e) a complete and accurate description of any agreement, arrangement or understanding pursuant to which such person or any of such person's Shareholder Associated Persons has received any financial assistance, funding or other consideration from any other person with respect to the investment by such person in the Corporation;

(f) any rights to dividends on any Corporation Securities owned beneficially or of record by such person or any of such person's Shareholder Associated Persons, if any;

(g) a complete and accurate description of any agreement, arrangement or understanding that has been made, the effect or intent of which is to increase or decrease the voting power of such person or any of such person's Shareholder Associated Persons with respect to any Corporation Securities, without regard to whether such transaction is required to be reported on a Schedule 13D in accordance with the Exchange Act;

(h) a complete and accurate description of any performance-related fees (other than an asset-based fee) to which such person or any of such person's Shareholder Associated Persons may be entitled as a result of any increase or decrease in the value of any Corporation Securities, Derivative Instruments or Short Interest;

(i) any interest, direct or indirect (including, without limitation, any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such person or any of such person's Shareholder Associated Persons, in the Corporation or any affiliate thereof, other than an interest arising from the ownership of Corporation Securities where such person receives no extra or special benefit not shared on a pro rata basis by all other holders of the same class or series;

(j) a complete and accurate description of all agreements, arrangements and understandings between or among (i) such person and any Shareholder Associated Persons or (ii) such person or any Shareholder Associated Persons and any other person (naming each such person) in connection with or related to the proposed nomination or other business to be brought at the meeting, including without limitation (A) any proxy, contract, arrangement, understanding or relationship pursuant to which such person has the right to vote any Corporation Securities; and (B) any other agreements that would be required to be disclosed by such person or any other person pursuant to Item 5 or Item 6 of a Schedule 13D that would be filed pursuant to the Exchange Act (regardless of whether the requirement to file a Schedule 13D is applicable to the shareholder giving the notice or any Shareholder Associated Person or other person);

(k) any material interest of such person or any of such person's Shareholder Associated Persons in the proposed nomination or other business to be brought at the meeting;

(l) to the extent known by such person or any beneficial owner on whose behalf such person is acting, the names and addresses of any other beneficial or record owners of Corporation Securities known to be supporting the proposed nomination or other business;

(m) to the extent not prohibited under applicable law or regulations or other applicable bona fide confidentiality obligation, with respect to such shareholder and each of its Shareholder Associated Persons, a list of (x) litigation filed against such person during the prior 10 years, (y) criminal proceeding (excluding traffic violations and other minor offenses) naming such person as a subject during the prior 10 years and (z) investigations of such person by a governmental entity, including law enforcement agencies, commenced within the prior 10 years;

(n) a representation from such person as to whether such person or any beneficial owner on whose behalf such person is acting intends or is part of a group (providing the name and address of each participant) which intends (i) to deliver a proxy statement to and/or form of proxy with holders of at least the percentage of the Corporation's outstanding shares required to approve or adopt the proposal or to elect each proposed nominee, and/or (ii) otherwise to solicit proxies in support of such proposed nomination or other business;

(o) a representation from such person that such person (1) is, and will at the time of such meeting, be a holder of record of Corporation Securities entitled to vote at such meeting, (2) intends to vote such Corporation Securities at such meeting, and (3) intends to appear in person at, or send a Qualified Representative to, such meeting to make such proposed nomination or present such other proposed business, as applicable, before such meeting; and

(p) the completed Representation and Agreement in the form provided by the Corporation with respect to such person and any of such person's Shareholder Associated Persons.

CERTIFICATE OF CONVERSION
OF
CAPITAL PRODUCT PARTNERS L.P.
TO
CAPITAL CLEAN ENERGY CARRIERS CORP.
UNDER SECTION 132 OF THE BUSINESS CORPORATIONS ACT
AND SECTION 27 OF THE LIMITED PARTNERSHIP ACT

The undersigned, Capital GP L.L.C., the general partner of Capital Product Partners L.P., a Marshall Islands limited partnership (the "Limited Partnership"), and an authorized person of the Limited Partnership, on behalf of the Limited Partnership, for the purpose of converting the Limited Partnership into a corporation hereby certifies that:

1. The Limited Partnership was formed on January 16, 2007 as a Marshall Islands limited partnership. The Limited Partnership is currently a Marshall Islands limited partnership.

2. The name of the Limited Partnership immediately prior to converting into a Marshall Islands corporation is: Capital Product Partners L.P. The Limited Partnership has never had any other name.

3. The name of the corporation into which the Limited Partnership shall be converting, as set forth in the Articles of Incorporation filed in accordance with subsection (2) of Section 132 of the Business Corporations Act is: **Capital Clean Energy Carriers Corp**.

4. The address of the registered agent in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the registered agent at such address is The Trust Company of the Marshall Islands, Inc.

5. The conversion has been approved in accordance with the provisions of the Business Corporations Act and the Limited Partnership Act.

6. This Certificate of Conversion shall be effective on [•], 2024.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on this ____ day of _____, 2024.

CAPITAL GP L.L.C.

By: _____
Name:
Title:

[*Signature Page to Certificate of Conversion*]

SHAREHOLDERS' AGREEMENT

relating to

CAPITAL CLEAN ENERGY CARRIERS CORP.

By and among

CAPITAL CLEAN ENERGY CARRIERS CORP.

and

CAPITAL MARITIME & TRADING CORP.

CAPITAL GAS CORP.

CAPITAL GP L.L.C.

Dated [•], 2024

THIS SHAREHOLDERS' AGREEMENT (as amended, modified, or supplemented from time to time in accordance with its terms, this "Agreement") is executed on [•] 2024, between Capital Clean Energy Carriers Corp., a Marshall Islands corporation (the "Corporation"), Capital Maritime & Trading Corp., a Marshall Islands corporation ("Capital Maritime"), Capital Gas Corp., a Marshall Islands corporation ("Capital Gas") and Capital GP L.L.C., a Marshall Islands limited liability company (together with Capital Maritime and Capital Gas, the "Shareholders"). Certain terms used in this Agreement are defined in Section 1.2.

WHEREAS, on [•], 2024, the Corporation converted from a Marshall Islands limited partnership to a Marshall Islands corporation (the "Conversion");

WHEREAS, following the Conversion, the Corporation has an issued and outstanding share capital of [•] Common Shares and zero Preferred Shares, of which an aggregate of [•] Common Shares are beneficially owned by the Shareholders as of the date of this Agreement; and

WHEREAS, in connection with the Conversion, the parties hereto desire to provide for certain governance rights and other matters with respect to the Corporation upon the effectiveness of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article I

Definitions and Interpretation

Section 1.1 Certain Matters of Construction. In addition to the definitions referred to or set forth below in this Article I.

(a) The words "hereof," "herein," "hereunder" and words of similar import shall, unless the context requires otherwise, refer to this Agreement as a whole and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement shall include all subsections thereof;

(b) The words "include," "includes" and "including" are deemed to be followed by the words "without limitation";

(c) References to Sections and Articles refer to Sections and Articles of this Agreement;

(d) Definitions shall be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined; and

(e) The masculine, feminine and neuter genders shall each include the others.

Section 1.2 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Affiliate" shall mean, with respect to any Person, an "affiliate" as defined in Rule 405 of the regulations promulgated under the Securities Act of 1933, as amended; provided, that, for purposes of this Agreement, the Corporation and its Subsidiaries shall not be Affiliates of any member of the Shareholder Group (and vice versa).

(b) "Agreement" shall have the meaning as set forth in the preamble to this Agreement.

(c) "Articles of Incorporation" shall mean the Corporation's articles of incorporation dated as of [•], 2024, as they may be amended and/or restated from time to time.

(d) "Board" or "Board of Directors" shall mean the Board of Directors of the Corporation as the same shall be constituted from time to time.

(e) "Common Shares" shall mean the Corporation's common shares, par value $0.01 per share, and shall also include any common stock of the Corporation hereafter authorized and any capital stock of the Corporation of any other class hereafter authorized which does not have a preference as to dividends or distribution of assets in liquidation over any other class of capital stock of the Corporation.

(f) "Confidential Information" shall mean all confidential information concerning the Corporation or its Subsidiaries (including with respect to the financial condition, business, operations or prospects of the Corporation or its Subsidiaries) in the possession of or furnished to the Shareholder Group (including by virtue of its present or former right to nominate director(s) to the Board).

(g) "Conflicts Committee" shall mean the conflicts committee of the Board of Directors of the Corporation.

(h) "Corporation" shall have the meaning as set forth in the preamble to this Agreement.

(i) "Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational, exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(j) "Independent Director" shall have the meaning set forth in Rule 5605(a)(2) of the Nasdaq Listing Rules or any successor rules of the Nasdaq Stock Market or the rules of any other U.S. national securities exchange upon which the Common Shares are listed that is the primary trading market for the Common Shares.

(k) "Joinder Agreement" shall mean a joinder agreement substantially in the form of Annex I attached hereto or such other form as may be agreed by the Corporation.

(l) "Nominating Committee" shall mean the nominating committee of the Board of Directors of the Corporation.

(m) "Permitted Transfer" shall mean a transfer of Shares by any member of the Shareholder Group to any Affiliate of such member of the Shareholder Group. If at any time after a Permitted Transfer, a transferee ceases to be a Permitted Transferee of the Shareholder Group, then notwithstanding anything to the contrary in this Agreement and without affecting any other provision of this Agreement requiring termination of any rights in favor of any party to this Agreement, the provisions of Article II (other than Section 2.2) shall terminate as to such transferee. No transfer shall be a Permitted Transfer if such transfer conflicts with or results in any violation of a judgment, order, decree, statute, law, ordinance, rule, or regulation.

(n) "Permitted Transferee" shall mean any Person who shall have acquired and who shall hold Shares pursuant to a Permitted Transfer.

(o) "Person" shall mean any individual, corporation, partnership, limited liability company, association, trust, joint venture, unincorporated organization or entity, or any government, governmental department or agency or political subdivision thereof.

(p) "Preferred Shares" shall mean any one or more series of the Corporation's preferred shares, par value $0.01 per share, which may be issued by the Board of Directors from time to time.

(q) "Registration Rights Agreement" shall mean the Registration Rights Agreement of the Corporation, by and among the Corporation, the Shareholders and Yoda PLC, dated as of the date hereof, as amended, restated, supplemented or otherwise modified from time to time.

(r) "Representatives" shall have the meaning as set forth in Section 2.2.

(s) "Shareholder Group" shall mean the Shareholders and their respective Permitted Transferees (excluding the Corporation and its Subsidiaries) and only for so long as such Permitted Transferee is a holder of Shares.

(t) "Shareholder Group Director" shall have the meaning as set forth in Section 2.1(a).

(u) "Shareholder Group Nominee" shall have the meaning set forth in Section 2.1(a).

(v) "Shares" shall mean (i) Common Shares beneficially owned by the Shareholder Group from time to time or (ii) securities of the Corporation or its Subsidiaries issued in exchange for, upon reclassification of, or as a dividend or distribution in respect of, the foregoing.

(w) "Subsidiary" with respect to any entity shall mean any corporation, limited liability company, company, firm, association, trust or other entity of which such first entity, at the time in respect of which such term is used, (i) owns directly or indirectly more than 50% of the equity, membership interest, or beneficial interest, on a consolidated basis, or (ii) owns directly or controls with power to vote, directly or indirectly through one or more Subsidiaries, shares of the equity, membership interest, or beneficial interest having the power to elect more than 50% of the directors, trustees, managers, or other officials having powers analogous to that of directors of a corporation. Unless otherwise specifically indicated, when used herein the term Subsidiary shall refer to a direct or indirect Subsidiary.

Article II

Corporate Governance

Subject to the provisions of Section 3.6 hereof relating to the termination of certain provisions of this Agreement, the following covenants and conditions shall apply.

Section 2.1 Board of Directors.

(a) Director Nomination Rights. The Shareholder Group shall have the rights set forth below to designate individuals for nomination to the Board. Each individual who is designated by the Shareholder Group pursuant to this Agreement and the Articles of Incorporation and who is thereafter elected to serve as a director of the Corporation shall be referred to herein as a "Shareholder Group Director."

(i) Number of Shareholder Group Directors. In connection with each annual meeting of shareholders, the Shareholder Group shall have the right to designate (i) until the date on which the Shares cease to be at least 25% of the then outstanding Common Shares, three individuals for nomination to the Board who shall be reasonably acceptable to the Nominating Committee, (ii) thereafter, until the date on which the Shares cease to be at least 15% of the then outstanding Common Shares, two individuals for nomination to the Board who shall be reasonably acceptable to the Nominating Committee, and (iii) thereafter, until the date on which the Shares cease to be at least 5% of the then outstanding Common Shares, one individual for nomination to the Board who shall be reasonably acceptable to the Nominating Committee (any individual so nominated, a "Shareholder Group Nominee"). In the event that at any time there are a greater number of Shareholder Group Directors on the Board than the number of Shareholder Group Nominees that the Shareholder Group shall then have a right to designate in connection with each annual meeting of shareholders in accordance with the foregoing, at the request of the Nominating Committee, the Shareholder Group shall use its best efforts to cause such number of Shareholder Group Directors to resign from the Board so that, after giving effect to such resignation(s), the number of Shareholder Group Directors on the Board will not exceed the number of Shareholder Group Nominees that the Shareholder Group shall then have a right to designate in connection with each annual meeting of shareholders in accordance with the foregoing. In the event that at any time there are a smaller number of Shareholder Group Directors on the Board than the number of Shareholder Group Nominees that the Shareholder Group shall then have a right to designate in connection with each annual

meeting of shareholders in accordance with the foregoing, the Shareholder Group shall have the right to designate such number of individuals for nomination to the Board who shall be reasonably acceptable to the Nominating Committee so that, if such individuals are elected to serve as directors of the Corporation, the number of Shareholder Group Directors on the Board will equal the number of Shareholder Group Nominees that the Shareholder Group shall then have a right to designate in connection with each annual meeting of shareholders in accordance with the foregoing.

(ii) Initial Shareholder Group Directors. Initially, the three Shareholder Group Directors are Gerasimos "Jerry" Kalogiratos, Gurpal Grewal and Atsunori Kozuki.

(b) Election of Shareholder Group Nominees. For so long as the Shareholder Group has the right to nominate at least one Shareholder Group Nominee pursuant to Section 2.1(a)(i), the Corporation shall include, and shall cause the Nominating Committee to include, any such Shareholder Group Nominee in the slate of nominees recommended by the Nominating Committee.

(c) Nomination Committee. For so long as the Shareholder Group has the right to nominate at least one Shareholder Group Nominee pursuant to Section 2.1(a)(i), the Shareholder Group shall not, and shall use its best efforts to cause its Affiliates not to, designate individuals for nomination to the Board (nor participate in nominating, nor encourage any other Person to recommend or propose for nomination, any individuals to the Board) other than pursuant to its rights under Section 2.1(a)(i) or otherwise with the approval of the Nominating Committee. In the event that an Affiliate of the Shareholder Group takes any of the foregoing actions notwithstanding the Shareholder Group's best efforts, the Shareholder Group shall vote its Shares with respect to those nominees as directed by the Nominating Committee.

(d) Other Board Matters. The Shareholder Group agrees and acknowledges the following (and shall not take any action inconsistent with the following): (i) for so long as the Shareholder Group has the right to nominate at least one Shareholder Group Nominee pursuant to Section 2.1(a)(i), the size of the Board shall be eight, (ii) the Board shall maintain a Nominating Committee comprised of three members selected by the Board, of which two shall be Independent Directors and one shall be a Shareholder Group Director (whether or not an Independent Director), (iii) the Board shall have a Chairperson who is, unless otherwise determined by the Board, an Independent Director, and (iv) subject to Section 2.1 and applicable law, the Nominating Committee shall have the sole authority to determine all of the individuals to be appointed or nominated to the Board by or on behalf of the Board (provided that the Nominating Committee shall not select an individual to be so appointed or nominated if, after giving effect to the appointment or election of such individual to the Board, the Board will not consist of a majority of Independent Directors) and the Board shall appoint or nominate as applicable the individuals determined by the Nominating Committee.

Section 2.2 Confidentiality. The Shareholder Group agrees that it will, and will use its best efforts to cause its Representatives to, keep confidential and not disclose any Confidential Information; provided, that the Shareholder Group and its Representatives may disclose Confidential Information (a) to the Shareholder Group's Affiliates and such Affiliates' directors, officers, employees, agents, stockholders, attorneys, accountants, consultants, insurers, financing sources and other advisors in connection with or related to the Shareholder Group's investment in the Corporation or in the ordinary course of business (the Persons referenced in the foregoing, collectively, "Representatives") or to the Shareholder Group and its Representatives; provided, that the Shareholder Group agrees to be responsible for any breaches of this Section 2.2 by the Shareholder Group's Representatives, (b) to the extent the Shareholder Group or any of its Representatives is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of law, rule, regulation, judgment, order, or decree or stock exchange rule or to the extent advised by outside counsel in connection with a proceeding brought by a Governmental Entity that it is advisable to do so, (c) as required in connection with any legal or other proceeding by one party to this Agreement against another party to this Agreement or in respect of claims by one party to this Agreement against another party to this Agreement brought in a proceeding, (d) as necessary in order to permit the Shareholder Group to prepare and disclose its financial statements in connection with any regulatory or tax filings, (e) as necessary for the Shareholder Group to enforce its rights or perform its obligations under this Agreement, the Registration Rights Agreement or the Articles of Incorporation, (f) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction or a purchase of Shares from a member of the Shareholder Group, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information, or (g) as the Corporation may otherwise consent in writing (with the approval of the Conflicts Committee). Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made or any disclosure of Confidential Information is otherwise required by law, rule, regulation, judgment, order, or decree pursuant to clauses (b), (c), or (e) above, the Shareholder Group shall promptly notify the Corporation of the existence of such request, demand or disclosure requirement (to the extent permissible by applicable law, rule, regulation, judgment, order, or decree) and shall provide the Corporation with a reasonable opportunity to seek an appropriate protective order or other remedy, with which the Shareholder Group shall cooperate in obtaining (at the Corporation's expense) to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Shareholder Group shall, and shall use its best efforts to cause its Representatives to, furnish only that portion of the Confidential Information that is legally required to be disclosed and take commercially reasonable steps to ensure that confidential treatment is accorded to such Confidential Information.

Article III

Miscellaneous

Section 3.1 Remedies. The parties to this Agreement acknowledge and agree that the covenants of the Corporation and the Shareholder Group set forth in this Agreement may be enforced in equity by a decree requiring specific performance. In the event of a breach of any provision of this Agreement, the aggrieved party will be entitled to institute and prosecute a proceeding to enforce specific performance of such provision, as well as to obtain damages for breach of this Agreement. Such remedies shall be cumulative and nonexclusive and shall be in addition to any other rights and remedies the parties may have under this Agreement or otherwise. For avoidance of doubt, the Conflicts Committee shall be entitled to direct the enforcement of the Corporation's rights under this Agreement on behalf of the Corporation.

Section 3.2 Entire Agreement; Amendment; Waiver. This Agreement, the Registration Rights Agreement, the Articles of Incorporation and the Corporation's bylaws, as in effect from time to time, set forth the entire understanding of the parties, and supersede all prior agreements and all other arrangements and communications, whether oral or written, with respect to the subject matter hereof and thereof. This Agreement may be amended, modified, supplemented, restated or terminated upon the prior written consent of each of the Corporation (with the approval of the Conflicts Committee) and the Shareholder Group in accordance with Section 3.17. Notwithstanding any provisions to the contrary contained herein, any party (in the case of the Corporation, with the approval of the Conflicts Committee) may waive (in writing) any rights to which such party is entitled to benefits under this Agreement. No waiver of, or consent to, any departure from any provision of this Agreement shall be effective unless signed in writing by the party entitled to the benefit thereof.

Section 3.3 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so more narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 3.4 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing as set forth below:

if to the Corporation:

Capital Clean Energy Carriers Corp.
3 Iasonos Street
Piraeus, Greece
Facsimile: +30 210 428 4285
Attn: Gerasimos Kalogiratos
E-mail: j.kalogiratos@capitalmaritime.com

with a copy to the Chairman of the Conflicts Committee:

To the physical address, facsimile number or e-mail address on record for the Chairperson of the Conflicts Committee at the Corporation's principal offices.

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
USA
Attn: Philip Richter; Andrea Gede-Lange
E-mail: philip.richter@friedfrank.com; andrea.gede-lange@friedfrank.com

if to the Shareholders:

c/o Capital Ship Management Corp.
3 Iasonos Street
Piraeus, Greece
Facsimile: +30 210 428 4285
Attn: Gerasimos Kalogiratos
E-mail: j.kalogiratos @capitalmaritime.com

with a copy to:

Sullivan & Cromwell LLP
1 New Fetter Lane
London, EC4A 1AN
United Kingdom
Attn: Richard A. Pollack
E-mail: pollackr@sullcrom.com

Notices and other communications sent (a) by hand or overnight courier service shall be deemed to have been given one business day after being sent, (b) by certified or registered mail, shall be deemed to have been given three business days after being sent, or (c) by facsimile or electronic mail shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Any party, to the fullest extent permitted by applicable law, may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, messenger service, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

Section 3.5 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and permitted assigns; provided, that no right or obligation under this Agreement may be assigned except as expressly provided herein (including in connection with a Permitted Transfer of Shares in accordance herewith), it being understood that (i) the Corporation's rights and obligations hereunder may be assigned by the Corporation to any corporation or other entity which is the surviving entity in a merger, consolidation or like event involving the Corporation and (ii) the rights and obligations of the Shareholder Group hereunder shall be automatically assigned with respect to any Share that is transferred to a Permitted Transferee thereof if such Permitted Transferee executes a Joinder Agreement and becomes bound to the provisions hereof in connection with any such transfer.

Section 3.6 Termination.

(a) Without affecting any other provision of this Agreement requiring termination of any rights in favor of any party to this Agreement, the provisions of Article II (other than Section 2.2) shall terminate as to the Shareholder Group, when, pursuant to and in accordance with this Agreement, the Shareholder Group and its Affiliates no longer beneficially own Common Shares representing at least 5% of the then outstanding Common Shares.

(b) In addition, the terms of this Agreement shall terminate and be of no further force and effect upon the mutual written consent of all of the parties hereto (in the case of the Corporation, with the approval of the Conflicts Committee). If this Agreement is terminated pursuant to this Section 3.6(b), this Agreement shall become void and of no further force and effect, except for the provisions set forth in this Section 3.6(b) and Section 2.2.

Section 3.7 Recapitalizations, Exchanges, Etc. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to Shares, to any and all shares of capital stock of the Corporation or any successor or permitted assign of the Corporation (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Shares, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise.

Section 3.8 Action Necessary to Effectuate the Agreement. The parties hereto agree to take or cause to be taken all such corporate and other action as may be reasonably necessary to effect the intent and purposes of this Agreement; provided that no party shall be obligated to take any actions or omit to take any actions that would be inconsistent with applicable law.

Section 3.9 No Waiver. No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy conferred by this Agreement shall operate as waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 3.10 Costs and Expenses. Each party shall pay its own costs and expenses incurred in connection with this Agreement, and any and all other documents furnished pursuant hereto or in connection herewith.

Section 3.11 Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

Section 3.12 Headings. All headings and captions in this Agreement are for purposes of reference only and shall not be construed to limit or affect the substance of this Agreement.

Section 3.13 Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to entitle any Person other than the Corporation (including its successors and permitted assigns) and the Shareholder Group to any claim, cause of action, right or remedy of any kind.

Section 3.14 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than State of Delaware.

Section 3.15 Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Court of Chancery in the State of Delaware, or if (but only if) that court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. Each of the parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts and to accept service of process in any manner permitted by such courts. Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to lawfully serve process, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by the applicable law, any claim that (A) the proceeding in such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper or (C) this Agreement, or the subject matter of this Agreement, may not be enforced in or by such courts. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.16 Representations and Warranties. Each Shareholder hereby represents and warrants to the Corporation on the date hereof (and in respect of each Person who becomes a party to this Agreement after the date hereof, such Person hereby represents and warrants to each of the other parties to this Agreement on the date of its execution of a Joinder Agreement), with respect to itself, as follows:

(a) Such Person, to the extent applicable, is duly organized or incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation, and has all requisite power and authority to conduct its business as it is now being conducted and is proposed to be conducted. Such Person has the full power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, corporate or otherwise, of such Person. This Agreement has been duly executed and delivered by such Person and constitutes its, his or her legal, valid and binding obligation, enforceable against it, him or her in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally.

(b) The execution and delivery by such Person of this Agreement and the performance by such Person of its, his or her obligations hereunder by such Person does not and will not violate (i) in the case of parties who are not individuals, any provision of its organizational or constituent documents, (ii) any provision of any material agreement to which it, he or she is a party or by which it, he or she is bound or (iii) any law, rule, regulation, judgment, order, or decree to which it, he or she is subject. No notice, consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such Person in connection with the execution, delivery or enforceability of this Agreement.

(c) Such Person is not currently in violation of any law, rule, regulation, judgment, order, or decree, which violation could reasonably be expected at any time to have a material adverse effect upon such Person's ability to enter into this Agreement or to perform its, his or her obligations hereunder. There is no pending legal action, suit or proceeding that would materially and adversely affect the ability of such Person to enter into this Agreement or to perform its, his or her obligations hereunder.

Section 3.17 Consents, Approvals and Actions.

(a) If any consent, approval, or action of the Shareholder Group is required at any time pursuant to this Agreement, such consent, approval, or action shall be deemed given if the holders of a majority of the Shares beneficially owned by the Shareholder Group at such time provide such consent, approval, or action in writing at such time.

(b) For purposes of clarity, the operation of this Section 3.17 shall not deprive the Shareholder Group of its rights pursuant to Section 2.1.

Section 3.18 Aggregation of Securities. All securities beneficially owned by members of the Shareholder Group shall be aggregated together for purposes of determining the rights or obligations of the Shareholder Group or the application of any restrictions to the Shareholder Group under this Agreement in which such right, obligation, or restriction is determined by any ownership threshold. The Shareholder Group may allocate the ability to exercise any rights of the Shareholder Group under this Agreement in any manner among members of the Shareholder Group that the Shareholder Group sees fit.

[*Remainder of page intentionally left blank*]

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

CAPITAL MARITIME & TRADING CORP.

By: _____
Name:
Title:

CAPITAL GAS CORP.

By: _____
Name:
Title:

CAPITAL GP L.L.C.

By: _____
Name:
Title:

CAPITAL CLEAN ENERGY CARRIERS CORP.

By: _____
Name:
Title:

FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to that certain Shareholders' Agreement of [•], dated as of _____, 2024 (as amended, restated, supplemented, or otherwise modified in accordance with the terms thereof, the "Shareholders' Agreement") by and between Capital Clean Energy Carriers Corp., a Marshall Islands corporation (the "Corporation"), and the Shareholders named therein. Capitalized terms used but not defined in this Joinder Agreement shall have the respective meanings ascribed to such terms in the Shareholders' Agreement.

By executing and delivering this Joinder Agreement to the Shareholders' Agreement, the undersigned hereby adopts and approves the Shareholders' Agreement and agrees, effective commencing on the date hereof and as a condition to the undersigned's becoming the transferee of Shares, to become a party to, and to be bound by and comply with the provisions of, the Shareholders' Agreement applicable to the Shareholders, in the same manner as if the undersigned were an original signatory to the Shareholders' Agreement.

The undersigned hereby represents and warrants that, pursuant to this Joinder Agreement and the Shareholders' Agreement, it is a Permitted Transferee of the applicable Shareholder and will be the beneficial owner of _____ Common Shares of the Corporation as of the date hereof. The undersigned further represents and warrants to each of the other parties to the Shareholders' Agreement that the representations and warranties set forth in Section 3.16 of the Shareholders' Agreement, with respect to the undersigned, are true and correct on the date hereof. The undersigned hereby covenants and agrees that it will take all such actions as required of a Permitted Transferee as set forth in the Shareholders' Agreement. The undersigned acknowledges that if at any time after the date hereof the undersigned ceases to be a Permitted Transferee of the applicable Shareholder, then notwithstanding anything to the contrary in this Joinder Agreement and the Shareholders' Agreement, without affecting any other provision thereof requiring termination of any rights in favor of any party thereto, the provisions of Article II (other than Section 2.2) of the Shareholders' Agreement shall terminate as to the undersigned.

The undersigned acknowledges and agrees that Section 3.1, Section 3.14, and Section 3.15 of the Shareholders' Agreement are incorporated herein by reference, *mutatis mutandis*.

[*Remainder of page intentionally left blank*]

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the ____ day of _____, _____.

_____
Signature

_____
Printed Name

_____
Address

_____
Telephone

_____
Email

Exhibit IV

REGISTRATION RIGHTS AGREEMENT

by and among

CAPITAL CLEAN ENERGY CARRIERS CORP.

CAPITAL MARITIME & TRADING CORP.

CAPITAL GAS CORP.

CAPITAL GP L.L.C.

PAPAREBECORP LIMITED

and

ASCETICO LIMITED

Dated as of [•], 2024

TABLE OF CONTENTS

THIS REGISTRATION RIGHTS AGREEMENT is made and entered into as of [•], 2024 by and among CAPITAL CLEAN ENERGY CARRIERS CORP., a Marshall Islands corporation (the "Company"), CAPITAL MARITIME & TRADING CORP., a Marshall Islands corporation ("CMTC"), CAPITAL GAS CORP., a Marshall Islands corporation ("Capital Gas"), CAPITAL GP L.L.C., a Marshall Islands limited liability company ("CGP LLC" and together with CMTC, Capital Gas and their Affiliates, the "Capital Parties"), Paparebecorp Limited, a Cyprus limited liability company ("Paparebecorp"), and Ascetico Limited, a Cyprus limited liability company ("Ascetico", and together with Paparebecorp and their Affiliates, the "Yoda Parties"), and any transferee that becomes a party to this Agreement by executing and delivering a counterpart to this Agreement in the form attached hereto as Exhibit A.

RECITALS

WHEREAS, on [•], 2024, the Company, previously named Capital Product Partners L.P., converted from a Marshall Islands limited partnership to a Marshall Islands corporation (the "Conversion");

WHEREAS, in the Conversion, all partnership interests in the Company, including all partnership interests beneficially owned by the Capital Parties and the Yoda Parties, were converted into common shares of the Company;

WHEREAS, prior to the Conversion, the Capital Parties and the Yoda Parties had certain registration rights pursuant to the Second Amended and Restated Agreement of Limited Partnership of the Partnership and the Umbrella Agreement, dated as of November 13, 2023, by and among CTMC, CGP LLC and the Company; and

WHEREAS, in connection with the Conversion, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Holders of Registrable Securities as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein 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. Definitions.

(a) As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person has the meaning set forth in Rule 405 under the Securities Act, and "Affiliated" shall have a correlative meaning. Notwithstanding anything to the contrary set forth in this Agreement: (a) the Company and the Capital Parties and their respective Affiliates shall not be deemed to be Affiliates of the Yoda Parties; (b) the Company and the Yoda Parties and their respective Affiliates shall not be deemed to be Affiliates of the Capital Parties; and (c) the Capital Parties and the Yoda Parties and their respective Affiliates shall not be deemed to be Affiliates of the Company.

"Agreement" means this Registration Rights Agreement, as amended, modified or supplemented from time to time, in accordance with the terms hereof, together with any exhibits, schedules or other attachments hereto.

"Capital Parties" has the meaning set forth in the Preamble.

"CGP LLC" has the meaning set forth in the Preamble.

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

"Common Shares" means the Company's common shares, par value $0.01, and any other capital stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other corporate reorganization or other similar event).

"Company" has the meaning set forth in the Preamble and includes the Company's successors by merger, acquisition, reorganization or otherwise.

"Controlling Person" has the meaning set forth in Section 11(a).

"Covered Person" has the meaning set forth in Section 11(a).

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

"Demand Registration Request" has the meaning set forth in Section 3(a).

"Equity Securities" means Common Shares, shares of any other class of capital stock of the Company and any options, warrants, rights or securities of the Company convertible into or exchangeable for capital stock of the Company.

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

"Governmental Entity" means any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational, exercising executive, legislative, judicial, regulatory, taxing, self-regulatory or administrative functions of or pertaining to government, including any arbitral tribunal, and any executive official thereof.

"Holder" means a Capital Party, a Yoda Party and any direct or indirect transferee of a Capital Party or a Yoda Party that has become a party to this Agreement by executing and delivering a counterpart to this Agreement in the form attached hereto as Exhibit A, in each case to the extent such Person is a holder or beneficial owner of Registrable Securities.

"Person" means any individual, corporation, partnership, limited liability company, association, trust, joint venture, unincorporated organization or entity, or any government, governmental department or agency or political subdivision thereof.

"Piggyback Registration" has the meaning set forth in Section 5(a).

"Piggyback Shelf Registration Statement" has the meaning set forth in Section 5(a).

"Piggyback Shelf Takedown" has the meaning set forth in Section 5(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.

"Registrable Securities" means, at any time, (i) any Common Shares held or beneficially owned by any Holder, (ii) any Common Shares issued or issuable to any Holder upon the conversion, exercise or exchange, as applicable, of any other Equity Securities held or beneficially owned by any Holder and (iii) any Common Shares issued or issuable to any Holder with respect to any shares described in clauses (i) and (ii) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a Holder of Registrable Securities whenever such Person in its sole discretion has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected); provided, however, that as to any particular Registrable Securities, such shares shall cease to constitute Registrable Securities when such shares become eligible for resale under Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(1).

"Registration Expenses" has the meaning set forth in Section 10.

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

"Rule 144" means Rule 144 under the Securities Act or any successor rule thereto.

"SEC" means the Securities and Exchange Commission or any successor agency administering the Securities Act and the Exchange Act at the time.

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

"Selling Expenses" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities.

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

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

"Shelf Takedown" has the meaning set forth in Section 2(d).

"Suspension" has the meaning set forth in Section 7.

"Transfer" means, when used as a noun, any direct or indirect, voluntary or involuntary, sale, disposition, hypothecation, mortgage, gift, pledge, assignment, attachment or other transfer (including the creation of any derivative or synthetic interest, including a participation or other similar interest) and, when used as a verb, voluntarily to directly or indirectly sell, dispose, hypothecate, mortgage, gift, pledge, assign, attach or otherwise transfer, in any case, whether by operation of law or otherwise.

"underwritten offering" means a registered offering of securities conducted by one or more underwriters pursuant to the terms of an underwriting agreement.

"Underwritten Shelf Takedown" has the meaning set forth in Section 2(e).

"Underwritten Shelf Takedown Notice" has the meaning set forth in Section 2(e).

"Yoda Parties" has the meaning set forth in the Preamble.

(b) 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, as amended, from time to time;

(ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "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; and

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

Section 2. Shelf Registration.

(a) Filing. As promptly as practicable and no later than 30 days after a written request by CMTC, the Company shall prepare and file with the SEC a Registration Statement on Form F-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Shelf Registration Statement") that covers all Registrable Securities then outstanding for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Shelf Registration"). If permitted under the Securities Act, such Shelf Registration Statement shall be an "automatic shelf registration statement" as defined in Rule 405 under the Securities Act.

(b) Effectiveness. The Company shall use its reasonable best efforts to (i) cause the Shelf Registration Statement filed pursuant to Section 2(a) to be declared effective by the SEC or otherwise become effective under the Securities Act as promptly as practicable after the filing thereof and (ii) keep such Shelf Registration Statement continuously effective and in compliance with the Securities Act and useable for the resale of Registrable Securities until such time as there are no Registrable Securities remaining, including by filing successive replacement or renewal Shelf Registration Statements upon the expiration of such Shelf Registration Statement.

(c) Additional Registrable Securities; Additional Selling Shareholders. At any time and from time to time that a Shelf Registration Statement is effective, if a Holder of Registrable Securities requests (i) the registration under the Securities Act of additional Registrable Securities pursuant to such Shelf Registration Statement or (ii) that such Holder be added as a selling shareholder in such Shelf Registration Statement, the Company shall as promptly as practicable amend or supplement the Shelf Registration Statement to cover such additional Registrable Securities and/or Holder.

(d) Right to Effect Shelf Takedowns. Each Holder shall be entitled, at any time and from time to time when a Shelf Registration Statement is effective, to sell any or all of the Registrable Securities covered by such Shelf Registration Statement (a "Shelf Takedown"). A Holder shall give the Company prompt written notice of the consummation of a Shelf Takedown.

(e) Underwritten Shelf Takedowns. A Holder intending to effect a Shelf Takedown shall be entitled to request, by written notice to the Company (an "Underwritten Shelf Takedown Notice"), that the Shelf Takedown be an underwritten offering (an "Underwritten Shelf Takedown"). The Underwritten Shelf Takedown Notice shall specify the number of Registrable Securities intended to be offered and sold by such Holder pursuant to the Underwritten Shelf Takedown. Promptly after receipt of an Underwritten Shelf Takedown Notice (but in any event within three business days), the Company shall give written notice of the requested Underwritten Shelf Takedown to all other Holders of Registrable Securities and shall include in such Underwritten Shelf Takedown, subject to Section 4, all Registrable Securities that are then covered by the Shelf Registration Statement and with respect to which the Company has received a written request for inclusion therein from a Holder no later than five business days after the date of the Company's notice. The Company shall not be required to facilitate an Underwritten Shelf Takedown unless the expected aggregate gross proceeds from such offering are at least $20 million. The Capital Parties together with any direct or indirect transferee of the Capital Parties that has become a Holder shall be entitled to request up to four Underwritten Shelf Takedowns (less the number of underwritten Demand Registrations that shall have been requested by the Capital Parties or any direct or indirect transferee of the Capital Parties and shall have occurred pursuant to Section 3). The Yoda Parties together with any direct or indirect transferee of the

Yoda Parties that has become a Holder shall be entitled to request one Underwritten Shelf Takedown; provided that, in the event that the Yoda Parties or one or more of its direct or indirect transferees shall have previously requested an underwritten Demand Registration that shall have occurred pursuant to Section 3, then the Yoda Parties together with any direct or indirect transferee of the Yoda Parties shall thereafter not be entitled to request any Underwritten Shelf Takedown hereunder. An Underwritten Shelf Takedown shall be deemed to have occurred and shall "count" as a Underwritten Shelf Takedown for purposes of the foregoing two sentences only if the Holders of Registrable Securities are able to sell at least 80% of the Registrable Securities requested to be included in such Underwritten Shelf Takedown.

(f) Selection of Underwriters. (x) If a Capital Party is the Holder requesting an Underwritten Shelf Takedown or has requested to participate in an Underwritten Shelf Takedown requested by another Holder, then the Capital Parties shall have right to select the investment banking firm(s) and manager(s) to administer such Underwritten Shelf Takedown, and (y) otherwise, the Holder requesting an Underwritten Shelf Takedown shall have the right to select the investment banking firm(s) and manager(s) to administer such Underwritten Shelf Takedown, in each case of clauses (x) and (y), subject to the approval of (i) the other Holders (if any) who have requested to participate in such Underwritten Shelf Takedown (which approval shall not be unreasonably withheld, conditioned or delayed) and (ii) the Conflicts Committee of the Board of Directors of the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

Section 3. Demand Registrations.

(a) Right to Demand Registrations. At any time after the date hereof during which a Shelf Registration Statement is not in effect in accordance with Section 2 and the Company is not then in the process of preparing for filing with the SEC a Shelf Registration Statement or an amendment or supplement to a Shelf Registration Statement necessary so that such Shelf Registration Statement continues to be in effect in compliance with the Securities Act, any Holder may, by providing written notice to the Company, request to sell all or part of its Registrable Securities pursuant to a Registration Statement separate from a Shelf Registration Statement (a "Demand Registration"). Each request for a Demand Registration (a "Demand Registration Request") shall specify the number of Registrable Securities intended to be offered and sold by such Holder pursuant to the Demand Registration and the intended method of distribution thereof, including whether it is intended to be an underwritten offering. Promptly (but in any event within four business days) after receipt of a Demand Registration Request, the Company shall give written notice of the Demand Registration Request to all other Holders of Registrable Securities. As promptly as practicable after receipt of a Demand Registration Request, the Company shall register all Registrable Securities (i) that have been requested to be registered in the Demand Registration Request and (ii) subject to Section 4, with respect to which the Company has received a written request for inclusion in the Demand Registration from a Holder no later than five business days after the date on which the Company has given notice to Holders of the Demand Registration Request. The Company shall use its reasonable best efforts to cause the Registration Statement filed pursuant to this Section 3(a) to be declared effective by the SEC or otherwise become effective under the Securities Act as promptly as practicable after the filing thereof. A Demand Registration shall be effected by way of a Registration Statement on Form F-3 or any similar short-form registration statement to the extent

the Company is permitted to use such form at such time. The Company shall not be required to effect an underwritten Demand Registration unless the expected aggregate gross proceeds from the offering of the Registrable Securities to be registered in connection with such Demand Registration are at least $20 million.

(b) Number of Underwritten Demand Registrations. (x) the Capital Parties together with any direct or indirect transferee of any Capital Party that has become a Holder shall be entitled to request up to four underwritten Demand Registrations (less the number of Underwritten Shelf Takedowns that shall have been requested by the Capital Parties or any direct or indirect transferee of the Capital Parties and shall have occurred) and (y) the Yoda Parties together with any direct or indirect transferee of the Yoda Parties that has become a Holder shall be entitled to request one underwritten Demand Registration; provided that, in the event that the Yoda Parties or one or more of their direct or indirect transferees shall have previously requested an Underwritten Shelf Takedown that shall have occurred, then the Yoda Parties together with any direct or indirect transferee of the Yoda Parties shall thereafter not be entitled to request any underwritten Demand Registration hereunder. A registration shall be deemed to have occurred and shall "count" as an underwritten Demand Registration for purposes of the preceding sentence only if the Holders of Registrable Securities are able to register and sell at least 80% of the Registrable Securities requested to be included in such registration.

(c) Withdrawal. A Holder may, by written notice to the Company, withdraw its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Registration Statement. Upon receipt of notices from all applicable Holders to such effect, the Company shall cease all efforts to seek effectiveness of the applicable Registration Statement, unless the Company intends to effect a primary offering of securities pursuant to such Registration Statement.

(d) Selection of Underwriters. The Holder requesting an underwritten Demand Registration shall have the right to select the investment banking firm(s) to act as the managing underwriter(s) in connection with the offering thereunder, subject to the approval of (i) the other Holders (if any) who have requested to participate in such Demand Registration (which approval shall not be unreasonably withheld, conditioned or delayed) and (ii) the Conflicts Committee of the Board of Directors of the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

Section 4. Inclusion of Other Securities; Priority. The Company shall not include in any Demand Registration or Shelf Takedown any securities that are not Registrable Securities without the prior written consent of the Holder(s) of a majority of the Registrable Securities participating in such Demand Registration or Shelf Takedown (such consent not to be unreasonably withheld, conditioned or delayed). In the event of an underwritten Demand Registration or an Underwritten Shelf Takedown, if the managing underwriters of the applicable offering advise the Company and the Holders in writing that, in their opinion, the number of Equity Securities proposed to be included in such Demand Registration or Underwritten Shelf Takedown, including all Registrable Securities and all other Equity Securities proposed to be included in such offering, exceeds the number of Equity Securities that can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the securities to be sold in such offering), the

Company shall include in such Demand Registration or Underwritten Shelf Takedown: (i) first, the Registrable Securities proposed to be sold by the Holder who requested such offering; (ii) second, the Registrable Securities proposed to be sold by the other Holders who have requested to participate in such offering pro rata among such Holders on the basis of the number of Registrable Securities initially requested to be sold by each such Holder in such offering; and (ii) third, any Equity Securities proposed to be included therein by any other Persons (including Equity Securities to be sold for the account of the Company and/or any other holders of Equity Securities), allocated, in the case of this clause (iii), among such Persons in such manner as the Company may determine.

Section 5. Piggyback Registrations.

(a) Whenever the Company proposes to register any Equity Securities under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees, officers or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form F-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto) or (iii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more shareholders of the Company (other than the Holders of Registrable Securities) (a "Piggyback Registration"), the Company shall give prompt written notice to each Holder of Registrable Securities of its intention to effect such a registration (but in no event less than 10 business days prior to the proposed date of filing of the applicable Registration Statement) and, subject to Sections 5(b) and 5(c), shall include in such Registration Statement and in any offering of Equity Securities to be made pursuant to such Registration Statement that number of Registrable Securities requested to be sold in such offering by such Holder for the account of such Holder, provided that the Company has received a written request for inclusion therein from such Holder no later than five business days after the date on which the Company has given notice of the Piggyback Registration to Holders. The Company may terminate or withdraw a Piggyback Registration prior to the effectiveness of such registration at any time in its sole discretion. If a Piggyback Registration is effected pursuant to a Registration Statement on Form F-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Piggyback Shelf Registration Statement"), the Holders of Registrable Securities shall be notified by the Company of and shall have the right, but not the obligation, to participate in any offering pursuant to such Piggyback Shelf Registration Statement (a "Piggyback Shelf Takedown"), subject to the same limitations that are applicable to any other Piggyback Registration as set forth above.

(b) Priority on Primary Piggyback Registrations. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriters of the offering advise the Company in writing that, in their opinion, the number of Equity Securities proposed to be included in such offering, including all Registrable Securities and all other Equity Securities proposed to be included in such offering, exceeds the number of Equity Securities that can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the securities to be sold in such offering), the Company shall include in

such Piggyback Registration or Piggyback Shelf Takedown: (i) first, the Equity Securities that the Company proposes to sell in such offering; and (ii) second, any Equity Securities proposed to be included in such offering by any other Person to whom the Company has a contractual obligation to facilitate such offering (including any Registrable Securities requested to be included therein by a Holder), allocated, in the case of this clause (ii), pro rata among such Persons on the basis of the number of Equity Securities initially proposed to be included by each such Person in such offering, up to the number of Equity Securities, if any, that the managing underwriters determine can be included in the offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the securities to be offered in such offering).

(c) Priority on Secondary Piggyback Registrations. If a Piggyback Registration or a Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of Equity Securities to whom the Company has a contractual obligation to facilitate such offering, other than a Holders of Registrable Securities, and the managing underwriters of the offering advise the Company in writing that, in their opinion, the number of Equity Securities proposed to be included in such offering, including all Registrable Securities and all other Equity Securities requested to be included in such offering, exceeds the number of Equity Securities which can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the securities to be sold in such offering), the Company shall include in such Piggyback Registration or Piggyback Shelf Takedown: (i) first, the Equity Securities that the Person demanding the offering pursuant to such contractual right proposes to sell in such offering; and (ii) second, any Equity Securities proposed to be sold for the account of the Company in such offering, any Registrable Securities requested to be included in such offering by a Holder and any Equity Securities proposed to be included in such offering by any other Person to whom the Company has a contractual obligation to facilitate such offering, allocated, in the case of this clause (ii), pro rata among the Company, such Holders and such Persons on the basis of the number of Equity Securities initially proposed to be included by the Company, each such Holder and each such other Person in such offering, up to the number of Equity Securities, if any, that the managing underwriters determine can be included in the offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the securities to be offered in such offering).

(d) Selection of Underwriters. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall have the right to select the investment banking firm(s) to act as the managing underwriter(s) in connection with such offering.

Section 6. Holdback Agreements.

(a) Holders of Registrable Securities. Each Holder of Registrable Securities that holds or beneficially owns at least 5% of the outstanding Common Shares agrees that in connection with any registered underwritten offering of Common Shares, and upon request from the managing underwriter(s) for such offering, such Holder shall not, without the prior written consent of such managing underwriter(s), Transfer any Registrable Securities during such period as is reasonably requested by the managing underwriter(s) (which period shall in no event be longer than three days prior to and 90 days after the pricing of such offering), provided, that such

restriction shall not apply in any circumstance to (i) securities acquired by a Holder in the public market, (ii) distributions-in-kind to a Holder's limited or other partners, members, shareholders or other equity holders, (iii) Transfers by a Holder to an Affiliate thereof that has agreed in writing to be subject to such restriction and (iv) such other reasonable and customary exceptions to be agreed by the Capital Parties (or, if no Capital Party is participating in such offering, the applicable Holder) and such managing underwriter(s). The foregoing provisions of this Section 6(a) shall not apply to offers or sales of Registrable Securities that are included in an offering pursuant to Sections 2, 3, or 5 of this Agreement and shall be applicable to the Holders of Registrable Securities only if, for so long as and to the extent that the Company, the directors and executive officers of the Company, each selling shareholder included in such offering and each other Person holding or beneficially owning at least 5% of the outstanding Common Shares are subject to the same restrictions. Each Holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the managing underwriter(s) that are consistent with the foregoing provisions of this Section 6(a) and are necessary to give further effect thereto.

(b) The Company. To the extent requested by the managing underwriter(s) for the applicable offering, the Company shall not effect any sale registered under the Securities Act or other public distribution of Equity Securities during the period commencing three days prior to and ending 90 days after the pricing of an underwritten offering pursuant to Sections 2, 3 or 5 of this Agreement, other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees, officers or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form F-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto) or (iii) in connection with any dividend or distribution reinvestment or similar plan.

Section 7. Suspensions. Upon giving no less than one day's prior written notice to the Holders of Registrable Securities, the Company shall be entitled to delay or suspend the filing, effectiveness or use of a Registration Statement or Prospectus (a "Suspension") if the Conflicts Committee of the Company's Board of Directors determines in good faith that the filing, effectiveness or use of such Registration Statement or Prospectus would be materially detrimental to the Company and its shareholders because such registration would (x) materially interfere in a way materially adverse to the Company with a significant acquisition, merger, disposition, corporate reorganization or other similar transaction involving the Company, (y) require premature disclosure of material information that the Company has a *bona fide* business purpose for preserving as confidential or (z) render the Company unable to comply with requirements under applicable securities laws; provided, that the Company shall not be entitled to exercise a Suspension (i) more than twice during any 12-month period or (ii) for a period exceeding 90 days on any one occasion. The Company shall use its reasonable best efforts to resolve any Suspension. Each Holder who is notified by the Company of a Suspension pursuant to this Section 7 shall keep the existence of such Suspension confidential and shall immediately discontinue (and direct any other Person making offers or sales of Registrable Securities on behalf of such Holder to immediately discontinue) offers and sales of Registrable Securities pursuant to such Registration Statement or Prospectus until such time as it is advised in writing by the Company that the use of the Registration Statement or Prospectus may be resumed and, if applicable, is furnished by the Company with a supplemented or amended Prospectus as

contemplated by Section 8(g). If the Company delays or suspends a Demand Registration, the Holder that initiated such Demand Registration shall be entitled to withdraw its Demand Registration Request and, if it does so, such Demand Registration Request shall not count against the limitation on the number of such Holder's Demand Registrations set forth in Section 3(b).

Section 8. Registration Procedures. If and whenever the Company is required to effect the registration of any Registrable Securities pursuant to this Agreement, the Company shall use its reasonable best efforts to effect and facilitate the registration, offering and sale of such Registrable Securities in accordance with the intended method of disposition thereof as promptly as is practicable and, pursuant thereto, the Company shall as expeditiously as possible and as applicable:

(a) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities, make all required filings required in connection therewith and (if the Registration Statement is not automatically effective upon filing) use its reasonable best efforts to cause such Registration Statement to become effective as promptly as practicable; provided that before filing a Registration Statement or any amendments or supplements thereto, the Company shall furnish to counsel to the Holders for such registration copies of all documents proposed to be filed, which documents shall be subject to review by counsel to the Holders at the Company's expense, and give the Holders participating in such registration an opportunity to comment on such documents and keep such Holders reasonably informed as to the registration process;

(b) prepare and file with the SEC such amendments and supplements to any Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective until all of the Registrable Securities covered by such Registration Statement have been disposed of and comply with the applicable requirements of the Securities Act with respect to the disposition of the Registrable Securities covered by such Registration Statement;

(c) furnish to each Holder participating in the registration, without charge, such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto (in each case including all exhibits thereto and all documents incorporated by reference therein) and such other documents as such Holder may reasonably request, including in order to facilitate the disposition of the Registrable Securities owned by such Holder;

(d) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such U.S. jurisdiction(s) as any Holder participating in the registration or any managing underwriter reasonably requests and do any and all other acts and things that may be necessary or reasonably advisable to enable such Holder and each underwriter, if any, to consummate the disposition of such Holder's Registrable Securities in such jurisdiction(s); provided, that the Company shall not be required to qualify generally to do business, subject itself to taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for its obligations pursuant to this Section 8(d);

(e) use its reasonable best efforts to cause all Registrable Securities covered by any Registration Statement to be registered with or approved by such other Governmental Entities or self-regulatory bodies as may be necessary or reasonably advisable in light of the business and operations of the Company to enable each Holder participating in the registration to consummate the disposition of such Registrable Securities in accordance with the intended method or methods of disposition thereof;

(f) promptly notify each Holder participating in the registration and the managing underwriters of any underwritten offering:

(i) each time when the Registration Statement, any pre-effective amendment thereto, the Prospectus or any Prospectus supplement or any post-effective amendment to the Registration Statement has been filed and, with respect to the Registration Statement or any post-effective amendment thereto, when the same has become effective;

(ii) of any oral or written comments by the SEC or of any request by the SEC for amendments or supplements to the Registration Statement or the Prospectus or for any additional information regarding such Holder;

(iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for any such purpose; and

(iv) of the receipt by the Company 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;

(g) notify each Holder participating in such registration, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact or to omit any fact necessary to make the statements made therein not misleading in light of the circumstances under which they were made, and, as promptly as practicable, prepare, file with the SEC and furnish to such Holder a reasonable number of copies of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus will not contain any untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made;

(h) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, any order suspending or preventing the use of any related Prospectus or any suspension of the qualification or exemption from qualification of any Registrable Securities for sale in any jurisdiction, use its reasonable best efforts to promptly obtain the withdrawal or lifting of any such order or suspension;

(i) not file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the Prospectus used in connection therewith, that refers to any Holder covered thereby by name or otherwise identifies such Holder as the holder of any securities of the Company without the consent of such Holder (such consent

not to be unreasonably withheld or delayed), unless and to the extent such disclosure is required by law; provided, that (i) each Holder shall furnish to the Company in writing such information regarding itself and the distribution proposed by it as the Company may reasonably request for use in connection with a Registration Statement or Prospectus and (ii) each Holder agrees to notify the Company as promptly as practicable of any inaccuracy or change in information previously furnished to the Company by such Holder or of the occurrence of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact regarding such Holder or the distribution of such Registrable Securities or to omit to state any material fact regarding such Holder or the distribution of such Registrable Securities required to be stated therein or necessary to make the statements made therein not misleading in light of the circumstances under which they were made and to furnish to the Company, as promptly as practicable, any additional information required to correct and update the information previously furnished by such Holder such that such Prospectus shall not contain any untrue statement of a material fact regarding such Holder or the distribution of such Registrable Securities or omit to state a material fact regarding such Holder or the distribution of such Registrable Securities necessary to make the statements therein not misleading in light of the circumstances under which they were made;

(j) cause such Registrable Securities to be listed on each securities exchange on which the Common Shares are then listed or, if the Common are not then listed on any securities exchange, use its reasonable best efforts to cause such Registrable Securities to be listed on a national securities exchange selected by the Company after consultation with the Holders participating in such registration;

(k) provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such Registration Statement;

(l) make available for inspection by any Holder participating in the registration, any underwriter participating in any underwritten offering pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such Holder or underwriter, all corporate documents, financial and other records relating to the Company and its business reasonably requested by such Holder or underwriter, cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with such registration or offering and make senior management of the Company and the Company's independent accountants available for customary due diligence and drafting sessions; provided, that any Person gaining access to information or personnel of the Company pursuant to this Section 8(l) shall (i) reasonably cooperate with the Company to limit any resulting disruption to the Company's business and (ii) protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential and of which determination such Person is notified, unless such information (A) is or becomes known to the public without a breach of this Agreement, (B) is or becomes available to such Person on a non-confidential basis from a source other than the Company, (C) is independently developed by such Person, (D) is requested or required by a deposition, interrogatory, request for information or documents by a Governmental Entity, subpoena or similar process or (E) is otherwise required to be disclosed by law;

(m) use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its shareholders, as soon as reasonably practicable, an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto) covering the period of at least 12 months beginning with the first day of the Company's first full fiscal quarter after the effective date of the applicable Registration Statement, which requirement shall be deemed satisfied if the Company complies with Rule 158 under the Securities Act or any successor rule thereto;

(n) in the case of an underwritten offering of Registrable Securities, promptly incorporate in a supplement to the Prospectus or a post-effective amendment to the Registration Statement such information as is reasonably requested by the managing underwriter(s) or any Holder participating in such underwritten offering to be included therein, the purchase price for the securities to be paid by the underwriters and any other applicable terms of such underwritten offering, and promptly make all required filings of such supplement or post-effective amendment;

(o) in the case of an underwritten offering of Registrable Securities, enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as any Holder participating in such offering or the managing underwriter(s) of such offering reasonably requests in order to expedite or facilitate the disposition of such Registrable Securities;

(p) furnish to each underwriter, if any, participating in an offering of Registrable Securities (i) (A) all legal opinions of outside counsel to the Company required to be included in the Registration Statement and (B) a written legal opinion of outside counsel to the Company, dated the closing date of the offering, in form and substance as is customarily given in opinions of outside counsel to the Company to underwriters in underwritten registered offerings; and (ii) (A) obtain all consents of independent public accountants required to be included in the Registration Statement and (B) on the date of the applicable Prospectus, on the effective date of any post-effective amendment to the Registration Statement and at the closing of the offering, dated the respective dates of delivery thereof, a "comfort letter" signed by the Company's independent public accountants in form and substance as is customarily given in accountants' letters to underwriters in underwritten registered offerings;

(q) in the case of an underwritten offering of Registrable Securities, make senior management of the Company available, to the extent requested by the managing underwriter(s), to assist in the marketing of the Registrable Securities to be sold in such underwritten offering, including the participation of such members of senior management of the Company in "road show" presentations and other customary marketing activities, including "one-on-one" meetings with prospective purchasers of the Registrable Securities to be sold in such underwritten offering, and otherwise facilitate, cooperate with, and participate in such underwritten offering and customary selling efforts related thereto, in each case to the same extent as if the Company were engaged in a primary underwritten registered offering of its Common Shares;

(r) cooperate with the Holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement free of any restrictive legends and representing such number of Common Shares and registered in such names as the Holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement; provided, that the Company may satisfy its obligations hereunder without issuing physical share certificates through the use of The Depository Trust Company's Direct Registration System;

(s) not later than the effective date of such Registration Statement, provide a CUSIP number for all Registrable Securities covered thereby and provide the applicable transfer agent with printed certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company; provided, that the Company may satisfy its obligations hereunder without issuing physical share certificates through the use of The Depository Trust Company's Direct Registration System; and

(t) otherwise use its reasonable best efforts to take or cause to be taken all other actions necessary or reasonably advisable to effect the registration, marketing and sale of such Registrable Securities contemplated by this Agreement.

Section 9. Participation in Underwritten Offerings. No Person may participate in any underwritten offering pursuant to this Agreement unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements in customary form approved by the Persons entitled under this Agreement to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided, that no Holder of Registrable Securities included in any underwritten offering shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (A) such Holder's ownership of its Registrable Securities to be sold in such offering, (B) such Holder's power and authority to effect such Transfer and (C) such matters pertaining to such Holder's compliance with securities laws as may be reasonably requested by the managing underwriter(s)) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except to the extent otherwise provided in Section 11 hereof.

Section 10. Registration Expenses. The Company shall pay directly or promptly reimburse all costs, fees and expenses (other than Selling Expenses) incident to the Company's performance of or compliance with this Agreement, including, without limitation, (i) all SEC, FINRA and other registration and filing fees; (ii) all fees and expenses associated with filings to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are to be listed or quoted; (iii) all fees and expenses of complying with securities and blue sky laws (including fees and disbursements of counsel for the Company in connection therewith); (iv) all printing, messenger, telephone and delivery expenses (including the cost of distributing Prospectuses in preliminary and final form as well as any supplements thereto); (v) all fees and expenses incurred in connection with any "road show" for underwritten offerings, including all costs of travel, lodging and meals; (vi) all transfer agent's and registrar's fees; (vii) all fees and expenses of counsel to the Company; (viii) all fees and expenses of the Company's independent public accountants (including any fees and expenses arising from any special audits or "comfort letters") and any other Persons retained by the Company in connection with or incident to any registration of Registrable Securities

pursuant to this Agreement; (ix) all fees and expenses of one Counsel to the Holders selected by the Capital Parties with respect to any registration pursuant to this Agreement of any Registrable Securities of a Holder that is a Capital Party and (x) all fees and expenses of underwriters (other than Selling Expenses) customarily paid by the issuers or sellers of securities (all such costs, fees and expenses, "Registration Expenses"). Each Holder shall bear its respective Selling Expenses associated with a registered sale of its Registrable Securities pursuant to this Agreement and, except as provided in clause (ix) above, shall pay the fees and expenses of any counsel engaged by such Holder.

Section 11. Indemnification; Contribution.

(a) The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Holder of Registrable Securities, any Person who is or might be deemed to be a "controlling person" of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such Person, a "Controlling Person"), their respective direct and indirect general and limited partners, advisory board members, directors, officers, trustees, managers, members, employees, agents, Affiliates and shareholders, and each other Person, if any, who acts on behalf of or controls any such Holder or Controlling Person (each of the foregoing, a "Covered Person") against any losses, claims, actions, damages, liabilities and expenses, joint or several, to which such Covered Person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in or incorporated by reference in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any document incorporated by reference therein, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to any action or inaction required of the Company in connection with any registration of securities, and the Company shall reimburse each Covered Person for any legal or other expenses reasonably incurred by such Covered Person in connection with investigating, defending or settling any such loss, claim, action, damage or liability; provided, that the Company shall not be so liable in any such case to the extent that any loss, claim, action, damage, liability or expense arises out of or is based upon any such untrue statement or alleged untrue statement, or omission or alleged omission, made or incorporated by reference in any such Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any document incorporated by reference therein in reliance upon, and in conformity with, written information prepared and furnished to the Company by such Covered Person expressly for use therein. This indemnity shall be in addition to any liability the Company may otherwise have.

(b) In connection with any registration in which a Holder of Registrable Securities is participating, each such Holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and shall, to the fullest extent permitted by law, indemnify and hold harmless the Company, its directors and officers, employees, agents and any Person who is or might be deemed to be a Controlling Person against any losses, claims, actions, damages, liabilities and expenses, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but, in the case of each of clauses (i) and (ii), only to the extent that such untrue statement or alleged untrue statement, or omission or alleged omission, is made in such Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto in reliance upon, and in conformity with, written information prepared and furnished to the Company by such Holder expressly for use therein, and such Holder shall reimburse the Company, its directors and officers, employees, agents and any Person who is or might be deemed to be a Controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, action, damage or liability; provided, that the obligation to indemnify pursuant to this Section 11(b) shall be individual and several, not joint and several, for each participating Holder and shall not exceed an amount equal to the net proceeds (after deducting Selling Expenses) actually received by such Holder in the sale of Registrable Securities to which such Registration Statement or Prospectus relates. This indemnity shall be in addition to any liability which such Holder may otherwise have.

(c) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided, that any failure or delay to so notify the indemnifying party shall not relieve the indemnifying party of its obligations hereunder, except to the extent that the indemnifying party is actually and materially prejudiced by reason of such failure or delay. In case a claim or an action that is subject or potentially subject to indemnification hereunder is brought against an indemnified party, the indemnifying party shall be entitled to participate in and shall have the right, exercisable by giving written notice to the indemnified party as promptly as practicable after receipt of written notice from such indemnified party of such claim or action, to assume, at the indemnifying party's expense, the defense of any such claim or action, with counsel reasonably acceptable to the indemnified party; provided, that any indemnified party shall continue to be entitled to participate in the defense of such claim or action, with counsel of its own choice, but the indemnifying party shall not be obligated to reimburse the indemnified party for any fees, costs and expenses subsequently incurred by the indemnified party in connection with such defense unless (A) the indemnifying party has agreed in writing to pay such fees, costs and expenses, (B) the indemnifying party has failed to assume the defense of such claim or action within a reasonable time after receipt of notice of such claim or action, (C) after having assumed the defense of such claim or action, the indemnifying party fails to employ counsel reasonably acceptable to the indemnified party or to pursue the defense of such claim or action in a reasonably vigorous manner, (D) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest or (E) the

indemnified party has reasonably concluded based upon the advice of counsel that there may be one or more legal or equitable defenses available to it and/or other any other indemnified party which are different from or additional to those available to the indemnifying party. Subject to the proviso in the foregoing sentence, no indemnifying party shall, in connection with any one claim or action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general circumstances or allegations, be liable for the fees, costs and expenses of more than one firm of attorneys (in addition to any local counsel which is necessary, in the good faith opinion of counsel for the indemnified party, in order to adequately represent the indemnified parties) for all indemnified parties. The indemnifying party shall not have the right to settle a claim or action for which any indemnified party is entitled to indemnification hereunder without the consent of the indemnified party, and the indemnifying party shall not consent to the entry of any judgment or enter into or agree to any settlement relating to such claim or action unless such judgment or settlement does not impose any admission of wrongdoing or ongoing obligations on any indemnified party and includes as an unconditional term thereof the giving by the claimant or plaintiff therein to such indemnified party, in form and substance reasonably satisfactory to such indemnified party, of a full and final release from all liability in respect of such claim or action. The indemnifying party 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 party unless the indemnifying party has also consented to such judgment or settlement (such consent not to be unreasonably withheld, conditioned or delayed).

(d) If the indemnification provided for in this Section 11 is held by a court of competent jurisdiction to be unavailable to, or unenforceable by, an indemnified party in respect of any loss, claim, action, damage, liability or expense referred to herein, then the applicable indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, action, damage, liability or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other hand, in connection with the statements, omissions or violations which resulted in such loss, claim, action, damage, liability or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other hand, 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 party or by the indemnified party, whether the violation of the Securities Act or any other federal or state securities law or rule or regulation promulgated thereunder applicable to the Company and relating to any action or inaction required of the Company in connection with any registration of securities was perpetrated by the indemnifying party or the indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or violation. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation that does not take into account the equitable considerations referred to in this Section 11(d). In no event shall the amount which a Holder of Registrable Securities may be obligated to contribute pursuant to this Section 11(d) exceed an amount equal to the net proceeds (after deducting Selling Expenses) actually received by such Holder in the sale of Registrable Securities that gives rise to such obligation to contribute. No indemnified party guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) The provisions of this Section 11 shall remain in full force and effect regardless of any investigation made by or on behalf of any indemnified party or any officer, director or controlling person of such indemnified party and shall survive the Transfer of any Registrable Securities by any Holder.

Section 12. Rule 144 Compliance. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration, the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) use reasonable best efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to any Holder of Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act.

Section 13. Miscellaneous.

(a) No Inconsistent Agreements. The Company represents and warrants that it has not entered into, and agrees that it will not enter into, any agreement with respect to its securities that violates or subordinates or is otherwise inconsistent with the rights granted to the Holders of Registrable Securities under this Agreement.

(b) Adjustments Affecting Registrable Securities. The Company shall not take any action, or permit any change to occur, with respect to its Equity Securities which would materially and adversely affect the ability of the Holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Agreement or which would materially and adversely affect the marketability of such Registrable Securities in any such registration (including effecting a stock split or a combination of shares that would reasonably be expected to have such an effect).

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and transferees. Neither this Agreement nor any right, benefit, remedy, obligation or liability arising hereunder may be assigned by the Company without the prior written consent of the Holders, and any attempted assignment without such consent shall be null and void and of no effect, except that the Company may assign this Agreement at any time in connection with a sale or acquisition of the Company, whether by merger, consolidation, sale of all or substantially all of the Company's assets, or similar transaction, without the consent of the Holders; provided, that the successor or acquiring Person agrees in writing to assume all of the Company's rights and obligations under this Agreement. A Holder may assign its rights, benefits, remedies, obligations

and liabilities with respect to any Registrable Securities to a transferee or assignee of such Registrable Securities, provided (i) the Company is, within a reasonable time after such Transfer, furnished with written notice of the name and address of such transferee or assignee and the Registrable Securities being Transferred, and (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms set forth in this Agreement by executing and delivering a counterpart to this Agreement in the form attached hereto as Exhibit A.

(d) No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and transferees and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; provided, however, that the parties hereto hereby acknowledge that the Persons set forth in Section 11 shall be express third-party beneficiaries of the obligations of the parties hereto set forth in Section 11.

(e) Remedies; Specific Performance. In the event of a breach or a threatened breach by any party to this Agreement of its obligations under this Agreement, any party injured or to be injured by such breach shall be entitled to specific performance of its rights under this Agreement or to injunctive relief, in addition to being entitled to exercise all rights provided in this Agreement and granted by law, it being agreed by the parties that the remedy at law, including monetary damages, for breach of any such provision will be inadequate compensation for any loss and that any defense or objection in any action for specific performance or injunctive relief for which a remedy at law would be adequate is hereby waived.

(f) 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.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

(h) Jurisdiction and Venue. Each of the parties irrevocably submits to the jurisdiction of the courts of the State of New York or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the Southern District of New York in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement or of any such document, that it is not subject to such jurisdiction or that such action, suit or proceeding may not be brought or is not maintainable in the courts of the State of New York, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the Southern District of New York, or that this Agreement or any such document may not be enforced in or by such courts, and the parties irrevocably agree that all claims with respect to such action or

proceeding shall be heard and determined in the courts of the State of New York, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the Southern District of New York. The parties hereby consent to and grant the courts of the State of New York, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the Southern District of New York, jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 13(i) or in such other manner as may be permitted by law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) Notices. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if personally served or sent by facsimile; on the business day after such communication is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered, return receipt requested, postage prepaid and addressed as follows:

If to the Company:

3 Iasonos Street
Piraeus, Greece
Facsimile: +30 210 428 4285
Attn: Gerasimos Kalogiratos
E-mail: j.kalogiratos@capitalmaritime.com

with a copy to the Chairman of the Conflicts Committee of the Board of Directors:
To the physical address, facsimile number or e-mail address on record for the Chairperson of the Board of Directors of the Company at the Company's principal offices.

with a copy (which shall not constitute notice) to:
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004 USA
Attn: Philip Richter; Andrea Gede-Lange
E-mail: philip.richter@friedfrank.com; andrea.gede-lange@friedfrank.com

If to a Capital Party:

c/o Capital Ship Management Corp.
3 Iasonos Street
Piraeus, Greece
Facsimile: +30 210 428 4285
Attn: Gerasimos Kalogiratos
E-mail: j.kalogiratos @capitalmaritime.com

with a copy (which shall not constitute notice) to:
Sullivan & Cromwell LLP
1 New Fetter Lane
London, EC4A 1AN United Kingdom
Attn: Richard A. Pollack
E-mail: pollackr@sullcrom.com

If to a Yoda Party:

48 Themistokli Dervi
Athienitis Centennial Building
7th Floor, office 703
P.C. 1066, Nicosia, Cyprus
Attn: Alon Bar
E-mail: alon.bar@yoda.com.cy

with a copy (which shall not constitute notice) to:
Skadden, Arps, Slate, Meagher & Flom (UK) LLP
22 Bishopsgate
London, EC2N 4BQ United Kingdom
Attn: Danny Tricot
E-mail: danny.tricot@skadden.com

If to any other Holder, to such address as is designated by such Holder in the counterpart to this Agreement in the form attached hereto as Exhibit A.

(j) Consents, Approvals and Actions. If any consent, approval, or action of the Capital Parties is required at any time pursuant to this Agreement, such consent, approval, or action shall be deemed given if the holders of a majority of the Registrable Securities beneficially owned by the Capital Parties at such time provide such consent, approval, or action in writing at such time.

(k) Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(l) Counterparts. This Agreement may be signed in any number of identical counterparts, each of which shall be deemed an original instrument (including signatures delivered via facsimile or electronic mail) and all of which together shall constitute one and the same instrument. The parties hereto may deliver this Agreement by facsimile or by electronic mail and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

(m) Entire Agreement. This Agreement contains the entire agreement among 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.

(n) 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.

(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 the Company and each Holder affected thereby.

(p) Further Assurances. Each party to this Agreement shall cooperate and take such action as may be reasonably requested by another party to this Agreement in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

(q) Termination. This Agreement shall terminate with respect to any Holder upon such time as such Holder ceases to hold or beneficially own any Registrable Securities, provided that the provisions of Sections 10, 11 and this Section 13 shall survive such termination.

[Signature Page Follows]

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

CAPITAL CLEAN ENERGY CARRIERS CORP.

By: _____
Name:
Title:

CAPITAL MARITIME & TRADING CORP.

By: _____
Name:
Title:

CAPITAL GAS CORP.

By: _____
Name:
Title:

CAPITAL GP L.L.C.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

PAPAREBECORP LIMITED

By: _____
Name:
Title:

ASCETICO LIMITED

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

Exhibit A

Form of Counterpart

The undersigned is executing and delivering this Counterpart pursuant to that certain Registration Rights Agreement, entered into as of [•], 2024 (as amended, restated, supplemented, or otherwise modified in accordance with the terms thereof, the "Agreement") by and among CAPITAL CLEAN ENERGY CARRIERS CORP. and the Holders party thereto. Capitalized terms used but not defined in this Counterpart shall have the respective meanings ascribed to such terms in the Shareholders' Agreement.

In connection with the Transfer by [•] to the undersigned of [•] Registrable Securities, the undersigned hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and hereby adopts and approves the Agreement and agrees, effective commencing on the date hereof and as a condition to the undersigned's becoming a Holder under the Agreement, to become a party to, and to be bound by and comply with the provisions of, the Agreement in the same manner as if the undersigned were an original signatory to the Agreement.

Date: [•]

[NAME OF TRANSFEREE]

By: _____
Name:
Title:

Address for Notices:
[•]
Attention: [•]
Phone: [•]
Facsimile: [•]
E-Mail: [•]

with a copy (which shall not constitute notice) to:

[•]
Attention: [•]
Phone: [•]
Facsimile: [•]
E-Mail: [•]

EXECUTIVE SERVICES AGREEMENT

THIS EXECUTIVE SERVICES AGREEMENT (this "**Agreement**") dated [•], 2024, by and between CAPITAL CLEAN ENERGY CARRIERS CORP., a Marshall Islands corporation (the "**Corporation**") and Capital GP L.L.C., a Marshall Islands limited liability company or any nominated affiliate or parent or subsidiary company (jointly, the "**Provider**" and together with the Corporation, the "**parties**").

WHEREAS, the Corporation owns vessels and requires certain executive services for the management of its business and affairs including the appointment and performance of the relevant duties of a Chief Executive Officer, Chief Financial Officer, Chief Commercial Officer, deputies to such officers, corporate counsel and any other officers of the Corporation as may be required from time to time, as well as providing investor relations and corporate support services to the Corporation (collectively, the "**Executive Services**");

WHEREAS, the Corporation wishes to engage the Provider to provide such Executive Services to the Corporation on the terms set out herein; and

WHEREAS, the Corporation wishes to engage certain of the Provider's personnel or other consultants or consulting entities to arrange for the provision of such Executive Services on the terms set out herein.

NOW THEREFORE, the parties hereto agree that, in consideration for the Provider providing the Executive Services and subject to the Terms and Conditions attached hereto, the Corporation shall pay the Provider a remuneration and consulting fee in the manner provided for herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized signatories with effect on the date first above written.

CAPITAL CLEAN ENERGY CARRIERS CORP.

By _____
Name:
Title:

CAPITAL GP L.L.C.

By _____
Name:
Title:

TERMS AND CONDITIONS

Section 1. General. The Provider shall provide all or such portion of the Executive Services, in a commercially reasonable manner, as the Corporation may from time to time direct, all under the supervision of the Corporation.

Section 2. Covenants. During the term of this Agreement, the Provider shall diligently provide or subcontract for the provision of the Executive Services in accordance with the terms of this Agreement.

Section 3. Reimbursement of Costs and Expenses.

(a) In consideration for the Provider providing the Executive Services, the Corporation shall pay to the Provider a fixed amount of US$3,500,000.00 per annum (the "**Fee**"), payable monthly at the end of every calendar month with no deductions or withholdings whatsoever. The Provider may request a readjustment of the Fee if circumstances are such that can validate such request, such as major currency fluctuation for Euro/USD, the appointment of additional officers of the Corporation in addition to those listed in Exhibit A hereto to provide Executive Services or another reason. The Corporation shall also pay or reimburse the Provider for its out-of-pocket expenses such as travel and lodging, long distance telecoms and editorial contact within 30 days of the submission of any relevant invoice including any reasonably required detail to validate such amounts due.

(b) Further, during the term of this Agreement the officers and consultants appointed by the Provider will be eligible to participate in all benefit programs as are from time to time made generally available to senior executives by the Corporation.

(c) It is hereby agreed that in case any officer and consultant appointed by the Provider resigns under the relevant provisions of their employment and consultancy agreement with the Provider due to a Change of Control, the Corporation will pay any compensation provided therein.

For purposes of this Agreement, the term "**Change of Control**" shall mean the:

(i) acquisition by any individual, entity or group of beneficial ownership of 30% or more of either (A) the then-outstanding Common Shares of the Corporation, excluding Common Shares beneficially owned by Capital Maritime & Trading Corp. and/or its affiliates or (B) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors;

(ii) consummation of a reorganization, merger or consolidation of the Corporation or the sale or other disposition of all or substantially all of the assets of the Corporation; or

(iii) approval by the shareholders of the Corporation of a complete liquidation or dissolution of the Corporation.

(d) Also in the event that the employment of any officer and consultant appointed by the Provider is terminated by the Provider without cause, it is agreed that the Corporation shall pay such officer any compensation provided in the employment and consultancy agreement between the Provider and such officer and consultant (or reimburse the Provider accordingly) together with any award of restricted shares or other incentives payable to such officer and consultant.

(e) It is hereby expressly agreed that any responsibility or liability for any taxes, duties, or social security withholdings if found payable in connection with this Agreement to any governmental authority (including Greece) or to any political subdivision or taxing or social security authority thereof rests solely with the Provider.

(f) There is no liability to the Corporation and its subsidiaries from any governmental authority (including Greece) or to any political subdivision or taxing or social security authority pursuant to or in connection with this Agreement and the Provider shall indemnify and hold harmless the Corporation and its employees, shareholders, directors, consultants and agents against all actions, proceedings, claims, demands or liabilities which may be brought against in connection with any alleged outstanding to any governmental authority (including Greece) or to any political subdivision or taxing or social security authority.

Section 4. General Relationship Between the Parties. The parties do not intend, and nothing herein shall be interpreted so as, to create an agency relationship between the Provider and any one or more of the Corporation or any subsidiary of the Corporation.

Section 5. Indemnity. The Corporation shall indemnify and hold harmless the Provider and its employees, shareholders, directors, consultants and agents against all actions, proceedings, claims, demands or liabilities which may be brought against them due to this Agreement and against and in respect of all costs and expenses (including legal costs and expenses on a full indemnity basis) they may suffer or incur due to defending or settling the same, provided, however, that such indemnity shall exclude any and all losses, actions, proceedings, claims, demands, costs, damages, expenses and liabilities whatsoever which may be caused by or due to the fraud, gross negligence or willful misconduct of the Provider or its employees, shareholders, directors, consultants or agents.

Section 6. No Consequential Damages. Neither the Provider nor any of its affiliates or employees, shareholders, directors, consultants shall be liable for indirect, incidental or consequential damages suffered by the Corporation, or for punitive damages, with respect to any term or the subject matter of this Agreement, even if informed of the possibility thereof in advance. This limitation applies to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, fraud, misrepresentation and other torts.

Section 7. Term and Termination. This Agreement shall have an initial term of three years unless terminated by mutual agreement of the parties. The parties hereby agree and confirm that the Executive Services Agreement dated October 1, 2022 between the Corporation (previously Capital Product Partners L.P.) and the Provider has been terminated as of the date hereof.

Section 8. Entire Agreement. This Agreement forms the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all previous agreements, written or oral with respect to the subject matter hereof.

Section 9. Law And Arbitration.

(a) This Agreement shall be governed by and construed in all respects in accordance with English law and any dispute arising out of or in connection with the Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment then in force. The arbitration shall be conducted in accordance with the London Maritime Arbitrators' (LMAA) Terms current at the time when the arbitration is commenced.

(b) Save as after mentioned, the reference shall be to three arbitrators, one to be appointed by each party and the third by the two arbitrators so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment to the other party requiring the other party to appoint its arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 calendar days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 calendar days specified, the party referring the dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be as binding as if he had been appointed by agreement.

(c) In cases where neither the claim nor any counterclaim exceeds the sum ofUS$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

Section 10. Notices. Notice under this Agreement shall be given (via hand delivery or email or facsimile) as follows:

If to the Corporation: 3, Iassonos Street, Piraeus, 185 37 Greece, Attn: Capital Clean Energy Carriers Corp. CEO & CFO, Fax: +30 210 4284 285

If to the Provider: 3, Iassonos Street, Piraeus, 185 37 Greece, Attn: Capital GP L.L.C. CEO & CFO, Fax: +30 210 4284 285

Section 11. Sub-contracting and Assignment. The Provider shall not assign this Agreement to any party that is not a parent, subsidiary or affiliate or employee of the Provider except upon written consent of the Corporation. The Provider may freely sub-contract or sub-license this Agreement, so long as the Provider remains liable for performance of the Executive Services and its obligations under this Agreement.

Section 12. Miscellaneous.

(a) The failure of either party to enforce any term of this Agreement shall not act as a waiver.

(b) Any waiver must be specifically stated as such in writing.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(d) This Agreement may be executed in one or more signed counterparts, facsimile or otherwise, which shall together form one instrument.

Exhibit A

Initial Officers of the Corporation

Chief Executive Officer

Chief Financial Officer

Chief Commercial Officer

VP Commercial Officer

Deputy Chief Financial Officer

General Counsel

Chief Accounting Officer

Internal Auditor

Investment Relations Officer

Chief Sustainability Officer