

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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. 5)**

**Capital Clean Energy Carriers Corp.**

(Name of Issuer)

**Common Shares, par value \$0.01 per share**

(Title of Class of Securities)

**Y00408 107**

(CUSIP Number)

**Alon Bar  
Yoda PLC  
48 Themistokli  
Dervi Athienitis Centennial Building  
7th Floor, Office 703 P.C.  
Nicosia 1066  
Cyprus  
+357 22 570 380**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**September 10, 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 that 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.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	Names of Reporting Persons Yoda PLC	
<b>2</b>	Check the Appropriate Box if a Member of a Group (A) <input type="checkbox"/> (B) <input checked="" type="checkbox"/>	
<b>3</b>	SEC Use Only	
<b>4</b>	Source of Funds (See Instructions) WC	
<b>5</b>	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	Citizenship or Place of Organization Cyprus	
Number of Shares Beneficially Owned by Each Reporting Person With	<b>7</b>	Sole Voting Power None
	<b>8</b>	Shared Voting Power 14,722,477 Common Shares(1)
	<b>9</b>	Sole Dispositive Power None
	<b>10</b>	Shared Dispositive Power 14,722,477 Common Shares(1)
<b>11</b>	Aggregate Amount Beneficially Owned by Each Reporting Person 14,722,477 Common Shares(1)	
<b>12</b>	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
<b>13</b>	Percent of Class Represented by Amount in Row (11) 25.2%(2)	
<b>14</b>	Type of Reporting Person (See Instructions) CO	

Notes:

- (1) "Common Shares" refers to the common shares, with par value \$0.01 per share, of Capital Clean Energy Carriers Corp. (the "Issuer"). By virtue of his relationship to Yoda PLC, Ioannis Papalekas may be deemed to beneficially own the Common Shares held by Yoda PLC.
- (2) The percentages reported in this Schedule 13D are calculated using a denominator of 58,387,313 Common Shares outstanding (excluding 1,551,061 Common Shares held in treasury), based on information publicly filed by the Issuer.

<b>1</b>	Names of Reporting Persons Ioannis Papalekas	
<b>2</b>	Check the Appropriate Box if a Member of a Group (A) <input type="checkbox"/> (B) <input checked="" type="checkbox"/>	
<b>3</b>	SEC Use Only	
<b>4</b>	Source of Funds (See Instructions) OO	
<b>5</b>	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	Citizenship or Place of Organization Greece	
Number of Shares Beneficially Owned by Each Reporting Person With	<b>7</b>	Sole Voting Power None
	<b>8</b>	Shared Voting Power 14,722,477 Common Shares(1)
	<b>9</b>	Sole Dispositive Power None
	<b>10</b>	Shared Dispositive Power 14,722,477 Common Shares(1)
<b>11</b>	Aggregate Amount Beneficially Owned by Each Reporting Person 14,722,477 Common Shares(1)	
<b>12</b>	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
<b>13</b>	Percent of Class Represented by Amount in Row (11) 25.2%(2)	
<b>14</b>	Type of Reporting Person (See Instructions) IN	

Notes:

- (1) Represents the number of Common Shares that may be deemed to be beneficially owned by Ioannis Papalekas.
- (2) The percentages reported in this Schedule 13D are calculated using a denominator of 58,387,313 Common Shares outstanding (excluding 1,551,061 Common Shares held in treasury), based on information publicly filed by the Issuer.

On August 26, 2024 (the “Effective Date”), the Issuer announced that it had completed its previously announced conversion from a Marshall Islands limited partnership to a Marshall Islands corporation in accordance with a Plan of Conversion pursuant to which, among other things (collectively, the “Conversion”), (i) the Issuer converted from a Marshall Islands limited partnership previously named “Capital Product Partners L.P.” (the “Partnership”) to a Marshall Islands corporation pursuant to and in accordance with the Marshall Islands Limited Partnership Act and the Marshall Islands Business Corporations Act (the “MIBCA”), (ii) each of the common units of the Partnership (the “Common Units”) outstanding as of immediately prior to the Effective Date was converted into one Common Share and (iii) the 348,570 General Partner units of the Partnership and all of the incentive distribution rights of the Partnership, in each case, outstanding as of immediately prior to the Effective Date, were converted into an aggregate of 3,500,000 Common Shares. This Amendment No. 5 amends and supplements the disclosures in Items 1, 3, 4, 5 and 6 of the Schedule 13D (the “Schedule 13D”) filed with the Securities and Exchange Commission (the “SEC”) on January 3, 2024, as amended by amendments thereto filed on January 30, 2024, January 22, 2024, January 9, 2024 and February 26, 2024, which previously related to the Common Units of the Partnership and which, following the Effective Date, shall hereafter relate to the Common Shares of the Issuer. Except as specifically provided herein, the disclosures set forth in the Schedule 13D remain unchanged.

#### **Item 1. Security and Issuer**

*Item 1 is hereby amended and restated as follows:*

This Schedule 13D relates to Common Shares, with par value \$0.01 per share, of the Issuer, a corporation organized under the laws of the Republic of The Marshall Islands, with principal executive offices at 3 Iasonos Street, Piraeus, 18537, Greece. Prior to the Effective Date, this Schedule 13D related to the Common Units, representing limited partner interests of the Partnership.

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

*Item 3 of the Schedule 13D is hereby amended and supplemented as follows:*

On the Effective Date, the Issuer completed the Conversion. As a result of the Conversion, each of the Common Units held by the Reporting Persons was converted into one Common Share. Disclosure contained in Item 4 is incorporated herein by reference.

Additionally, from February 26, 2024 to September 10, 2024, the Company, through its wholly-owned subsidiary, Ascetico Limited (“Ascetico”), acquired 555,738 Common Units (subsequently converted to Common Shares as a result of the Conversion) and Common Shares, in open-market transactions for an aggregate purchase price of \$9,648,393. The source of funds used for these transactions was working capital of the Company.

#### **Item 4. Purpose of Transaction**

*Item 4 of the Schedule 13D is hereby deleted and replaced in its entirety as follows:*

The information set forth in Item 3 is hereby incorporated by reference in its entirety.

Following the Conversion and the acquisition of the Common Shares between February 26, 2024 and September 10, 2024 as described in Item 3, the Reporting Persons beneficially own 25.2% of the outstanding Common Shares of the Issuer (calculated using a denominator of 58,387,313 Common Shares outstanding and excluding 1,551,061 Common Shares held in treasury).

#### **Registration Rights Agreement**

In connection with the Conversion, on the Effective Date the Issuer entered into a Registration Rights Agreement with Capital Maritime & Trading Corp. (“Capital Maritime”), Capital Gas Corp. (“Capital Gas”), Capital GP L.L.C. (“CGP LLC”), Paparebecorp Limited (“Paparebecorp”) and Ascetico (together with Paparebecorp and their Affiliates (as defined in the Registration Rights Agreement), the “Yoda Parties”), setting forth certain registration rights with respect to the Issuer (the “Registration Rights Agreement”). The Registration Rights Agreement is attached as Exhibit A hereto.

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Pursuant to the Registration Rights Agreement, at the request of Capital Maritime, the Issuer shall file a “Shelf Registration Statement” pursuant to and as defined in the Registration Rights Agreement, with the SEC as promptly as practicable and no later than 30 days after a written request by Capital Maritime, 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 (as defined in the Registration Rights Agreement) 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 Issuer 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, are entitled to demand up to four underwritten offerings pursuant to the Registration Rights Agreement and the Yoda Parties together with any direct or indirect transferee shall be entitled to demand one underwritten 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 pursuant to the Registration Rights Agreement 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.

If the Issuer 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 Issuer 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 of the Issuer’s board of directors determines in good faith that the requested registration would be materially detrimental to the Issuer because such registration would (x) materially interfere in a way materially adverse to the Issuer with a significant acquisition, merger, disposition, corporate reorganization or other similar transaction involving the Issuer, (y) require premature disclosure of material information that the Issuer has a bona fide business purpose for preserving as confidential or (z) render the Issuer unable to comply with requirements under applicable securities laws, then the Issuer 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.

The Issuer also agreed to indemnify each Holder, its officers, directors and each person who controls such Holder against any losses, claims, actions, damages, liabilities and expenses, joint or several, to which such person may become subject under the Securities Act, the Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, arising out of or based upon any untrue or alleged untrue statement of a material fact, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading in connection with any registration pursuant to the Registration Rights Agreement.

The Reporting Persons acquired the Common Shares of the Issuer for investment purposes as they believed that such Common Shares represented an attractive investment opportunity.

The Reporting Persons intend to review their investment in the Issuer from time to time on the basis of various factors, including the Issuer’s business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer’s stock in particular, as well as other developments.

The Reporting Persons reserve the right, based on all relevant factors and subject to applicable law or other restrictions, at any time and from time to time, directly or through wholly owned subsidiaries, to acquire additional

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Common Shares, dispose of some or all of the Common Shares that it may own from time to time, in each case in open market or private transactions, block sales or otherwise, and review or reconsider their position, change their purpose, take other actions or formulate and implement plans or proposals with respect to any of the foregoing.

**Item 5. Interest in Securities of the Issuer**

*Item 5 of the Schedule 13D is hereby deleted and replaced in its entirety as follows:*

(a)-(b) For information regarding beneficial ownership, see the information presented on the cover page of this Schedule 13D. Such information is based on 58,387,313 Common Shares of the Issuer outstanding as of August 26, 2024, based on information publicly filed by the Issuer. The Common Shares reported herein are directly held by the Company. Ioannis Papalekas, the controlling shareholder of the Company, may be deemed to beneficially own the Common Shares directly held by the Company.

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 the Company) or the persons set forth on Annex A is the beneficial owner of the Common Shares 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.

(c) Except as set forth in this Schedule 13D, neither the Reporting Persons nor, to their knowledge, any of the persons listed in Annex A hereto, has effected any transaction in Common Shares during the past 60 days.

(d) Except as set forth in this Schedule 13D, no other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of distributions from, or the proceeds from the sale of, Common Shares beneficially owned by the Reporting Persons.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer**

*Item 6 of the Schedule 13D is hereby deleted and replaced in its entirety as follows:*

The information set forth, or incorporated by reference, in Items 3 through 5 is hereby incorporated by reference in its entirety.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons or between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

**Item 7. Material to be Filed as Exhibits**

Exhibit A	Registration Rights Agreement by and among Capital Clean Energy Corp., Capital Maritime & Trading Corp., Capital Gas Corp., Capital GP L.L.C., Paparebecorp Limited and Ascetico Limited
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**SIGNATURE**

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

Dated: September 10, 2024

**YODA PLC**

By: /s/ Alon Bar

Name: Alon Bar

Title: Chief Executive Officer

**IOANNIS PAPALEKAS**

/s/ Ioannis Papalekas

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**Annex A**

The following table lists the directors and executive officers of Yoda PLC.

<b>Name</b>	<b>Principal Occupation or Employment</b>	<b>Principal Business Address</b>	<b>Citizenship</b>
Alon Bar	Director, Chief Executive Officer of Yoda PLC	48 Themistokli Dervi Athienitis Centennial Building 7th Floor, Office 703 P.C. Nicosia 1066, Cyprus	Israel
Achilleas Dorotheou	Director, Head of Hospitality and Development of Yoda PLC	48 Themistokli Dervi Athienitis Centennial Building 7th Floor, Office 703 P.C. Nicosia 1066, Cyprus	Cyprus
Marios Alexandrou	Director, Head of Operations and Compliance of Yoda PLC	48 Themistokli Dervi Athienitis Centennial Building 7th Floor, Office 703 P.C. Nicosia 1066, Cyprus	Cyprus
Stavros Ioannou	Director, Chief Financial Officer of Yoda PLC	48 Themistokli Dervi Athienitis Centennial Building 7th Floor, Office 703 P.C. Nicosia 1066, Cyprus	Cyprus



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 August 26, 2024

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THIS REGISTRATION RIGHTS AGREEMENT is made and entered into as of August 26, 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 August 26, 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 (iii) 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@sullerom.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: /s/ Gerasimos Kalogiratos  
Name: Gerasimos Kalogiratos  
Title: Director/Chief Executive Officer

CAPITAL MARITIME & TRADING CORP.

By: /s/ Gerasimos Kalogiratos  
Name: Gerasimos Kalogiratos  
Title: Director/Chief Financial Officer

CAPITAL GAS CORP.

By: /s/ Sarantos Petropouleas  
Name: Sarantos Petropouleas  
Title: Director/President

CAPITAL GP L.L.C.

By: /s/ Gerasimos Kalogiratos  
Name: Gerasimos Kalogiratos  
Title: Chief Executive Officer

*[Signature Page to Registration Rights Agreement]*

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PAPAREBECORP LIMITED

By: /s/ Marios Alexandrou  
Name: Marios Alexandrou  
Title: Director

ASCETICO LIMITED

By: /s/ Marios Alexandrou  
Name: Marios Alexandrou  
Title: Director

*[Signature Page to Registration Rights Agreement]*

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**Exhibit A**

Form of Counterpart

The undersigned is executing and delivering this Counterpart pursuant to that certain Registration Rights Agreement, entered into as of August 26, 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: [•]