

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

Amendment No. 2  
to  
FORM F-3  
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**Capital Product Partners L.P.**

(as specified in its charter)

4412  
(Primary Standard Industrial  
Classification of Code Number)

Republic of The Marshall Islands  
(State or other jurisdiction of  
incorporation or organization)

3 Iassonos Street  
Piraeus, 18537 Greece  
Telephone: +30 210 458 4950  
(Address and telephone number of  
registrant's principal executive offices)

Not Applicable  
(I.R.S. Employer  
Identification Number)

CT Corporation System  
111 Eighth Avenue, 13th Floor  
New York, NY 10011  
Telephone: 212 894 8400  
(Name, address and telephone  
number of agent for service)

With copies to:

Jay Clayton, Esq.  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004  
+1 212 558-4000

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this registration statement.

If only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.C. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.C. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

**CALCULATION OF REGISTRATION FEE**

| Title of each class of securities to be registered | Amount to be registered | Proposed maximum aggregate price per unit | Proposed maximum aggregate offering price | Amount of registration fee (2)(6) |
|----------------------------------------------------|-------------------------|-------------------------------------------|-------------------------------------------|-----------------------------------|
| <b>Primary Offering:</b>                           |                         |                                           |                                           |                                   |
| Common units                                       | (1)(5)                  | (1)                                       | \$(1)(5)                                  | —                                 |
| Preferred units                                    | (1)(5)                  | (1)                                       | \$(1)(5)                                  | —                                 |
| Debt Securities                                    | (1)(3)(5)               | (1)                                       | \$(1)(3)(5)                               | —                                 |
| Warrants                                           | (1)(4)                  | (1)                                       | \$(1)(4)                                  | —                                 |
| <b>Total:</b>                                      |                         |                                           | \$500,000,000                             | \$49,747.44                       |

(1) There is being registered hereunder an indeterminate principal amount or number of our common units, preferred units, debt securities or warrants which may be issued in primary offerings from time to time at indeterminate prices, with an aggregate offering price not to exceed \$500,000,000. This registration statement shall also cover any additional securities to be offered or issued from stock splits, stock dividends, recapitalizations or similar transactions.

(2) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(o) of the Act. The table does not specify by each class information as to the amount to be registered or the proposed maximum offering price per security.

(3) If any debt securities are issued at an original issue discount, then the offering price of such debt securities shall be in such greater principal amount as shall result in a maximum aggregate offering price not to exceed \$500,000,000, less the aggregate dollar amount of all securities previously issued hereunder.

(4) Represents warrants to purchase common units, preferred units or debt securities which may be issued by Capital Product Partners L.P.

(5) Also includes such indeterminate amount of debt securities and number of preferred units and common units as may be issued upon conversion of, or in exchange for, any other debt securities or preferred units that provide for conversion or exchange into other securities.

(6) Pursuant to Rule 457(p) of the Act, the registration fee of \$7,552.56 relating to the unsold securities previously registered under our Registration Statement No. 333-153274 is being offset against the total registration fee currently due for this registration statement. Registration Statement No. 333-153274 was filed with the Commission on August 29, 2008.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended (the "Act") or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

**EXPLANATORY NOTE**

This Amendment No. 2 to the Registration Statement on Form F-3 amends Exhibit 5.1 as of the date hereof. There are no other changes to this Registration Statement from Amendment No. 1, which was filed with the SEC on November 23, 2011.

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**PART II**

**INFORMATION NOT REQUIRED IN THE PROSPECTUS**

***Item 8. Indemnification of Directors and Officers.***

CPLP is a Marshall Islands limited partnership. Under the Marshall Islands Limited Partnership Act ("MILPA"), a partnership agreement may set forth that the partnership shall indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

The Partnership Agreement provides that to the fullest extent permitted by law, but subject to the limitations expressly provided in the Partnership Agreement, the general partner, CPLP's board or directors and any other person the CPLP board of directors decides, shall be indemnified and held harmless by CPLP from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which such person may be involved, or is threatened to be involved, as a party or otherwise, provided, however, that such person shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the person is seeking indemnification, the person acted in bad faith or engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that his or her conduct was unlawful; and, provided further, that indemnification shall be available to the general partner or its affiliates only for obligations incurred on behalf of CPLP.

Under the Partnership Agreement, each CPLP director is reimbursed for out-of-pocket expenses in connection with attending meetings of the CPLP board of directors or committees and is fully indemnified by CPLP for actions associated with being a director to the fullest extent permitted under Marshall Islands law, provided that indemnification is not available where there has been a final, non-appealable judgment entered by a court of competent jurisdiction that the director acted in bad faith or engaged in fraud or willful misconduct.

CPLP currently maintains directors' and officers' insurance for its directors and officers as well as officers and directors of certain subsidiaries.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

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**Item 9. Exhibits**

| <b>Exhibit No.</b> | <b>Description</b>                                                                                        |
|--------------------|-----------------------------------------------------------------------------------------------------------|
| 5.1                | Opinion of Watson, Farley & Williams (New York) LLP as to the legality of the securities being registered |
| 23.1               | Consent of Watson, Farley & Williams (New York) LLP (contained in Exhibit 5.1)                            |

**Item 10. Undertakings.**

The Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

a. To include any prospectus required by section 10(a)(3) of the Securities Act;

b. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

c. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however,* that paragraphs 1(a), 1(b) and 1(c) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or 15(d) of the Securities Exchange Act

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of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A. of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished, provided that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph 4 and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Securities Act or § 210.3-19 of this chapter if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Form F-3.

5. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

a. Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

b. Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

6. That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

a. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

b. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

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c. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

d. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

7. To file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of section 310 of the Trust Indenture Act ("Act") in accordance with the rules and regulations prescribed by the Commission under section 305(b)2 of the Act.

8. That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Piraeus, Country of Greece on the 6th day of December, 2011.

CAPITAL PRODUCT PARTNERS L.P.,

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

/s/ IOANNIS E. LAZARIDIS

Name: Ioannis E. Lazaridis

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

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT**

Pursuant to the Securities Act of 1933, as amended, the undersigned, a duly authorized representative of Capital Product Partners L.P. in the United States, has signed the Registration Statement in the City of Newark, State of Delaware on the 6th day of December, 2011.

PUGLISI & ASSOCIATES

By:           /s/ DONALD J. PUGLISI            
Name: DONALD J. PUGLISI  
Title: *Managing Director*

**Watson, Farley & Williams (New York) LLP**  
1133 Avenue of the Americas  
New York, New York 10036  
Tel (212) 922 2200  
Fax (212) 922 1512

December 6, 2011

Capital Product Partners L.P.  
3, Iassonos Street  
Piraeus, Athens  
18537 Greece

**Registration Statement on Form F-3**

Dear Sirs:

We have acted as special counsel as to matters of the law of the Republic of The Marshall Islands ("**Marshall Islands Law**") for Capital Product Partners L.P. (the "**Partnership**") in connection with the preparation and filing with the Securities and Exchange Commission (the "**Commission**"), pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), and the rules and regulations promulgated thereunder ("**Rules**"), of a registration statement on Form F-3 (such registration statement and any additional registration statement filed pursuant to Rule 462(b) is referred to as the "**Registration Statement**") for the registration of the sale from time to time of up to \$500,000,000 aggregate offering price (or any such further aggregate offering price as may be registered pursuant to Rule 462(b)) of (i) Common Units to be issued by the Partnership (the "**Units**") each representing limited partnership interests in the Partnership, (ii) one or more series of preferred units to be issued by the Partnership (the "**Preferred Units**"), (iii) debt securities (the "**Debt Securities**"), which may be issued pursuant to a form of indenture, in substantially the form filed as Exhibit 4.3 to the Registration Statement (the "**Indenture**"), including debt securities convertible into or exchangeable for Units, Preferred Units or other securities of the Partnership and (iv) warrants to purchase Debt Securities or equity securities of the Partnership or securities of third parties or other rights (the "**Warrants**" and collectively with the Units, Preferred Units and Debt Securities, the "**Securities**"). The Securities will be sold from time to time as set forth in the Registration Statement, the prospectus contained therein (the "**Prospectus**") and supplements to the Prospectus (the "**Prospectus Supplements**").

In rendering this opinion, we have examined originals or photocopies of all such documents, including (i) the Registration Statement and the Prospectus, (ii) the Indenture, (iii) the Second Amended and Restated Agreement of Limited Partnership dated February 22, 2010 of the Partnership, as amended by an amendment dated as of September 30, 2011 (the "**LP Agreement**") and (iv) such other papers, documents and certificates of public officials and certificates of representatives of the Partnership and the Partnership's general partner, Capital GP L.L.C. (the "**General Partner**"), as we have deemed necessary. In such examination, we have assumed (a) the legal capacity of each natural person, (b) the genuineness of all signatures and the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as conformed or photostatic copies,

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(d) that there have been no undisclosed modifications, either written, verbal or otherwise, of any provision of any document reviewed by us in connection with the rendering of the opinion set forth herein, (e) the completeness of each document submitted to us and (f) the truthfulness of each statement as to all factual matters contained in any document or certificate encompassed within the due diligence review undertaken by us. We have also assumed the power, authority and legal right of all parties (other than the Partnership and the General Partner) to the Registration Statement and any amendments or supplements thereto (including any necessary post-effective amendments), and all parties to the Indenture (other than the Partnership and the General Partner), to enter into and perform their respective obligations thereunder and the due authorization, execution and delivery of the Indenture by all parties thereto. We have further assumed the validity and enforceability of all documents under all applicable laws other than Marshall Islands Law. As to any questions of fact material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid certificates.

We have also assumed that (i) the Registration Statement and any amendments or supplements thereto (including any necessary post-effective amendments) shall have become effective under the Securities Act, (ii) a Prospectus Supplement shall have been prepared and filed with the Commission describing the Securities offered thereby, (iii) the Securities shall be issued and sold in compliance with applicable U.S. federal, state and foreign laws and in the manner stated in the Registration Statement and the applicable Prospectus Supplement, (iv) a definitive purchase, underwriting or similar agreement with respect to any Securities offered will have been duly authorized and validly executed and delivered by the applicable registrants and the other parties thereto, (v) any Securities issuable upon conversion, exchange or exercise of any Security being offered will be duly authorized, created and, if appropriate, reserved for issuance upon such conversion, exchange or exercise, (vi) any Securities consisting of Units or Preferred Units, including issuable upon conversion, exchange or exercise of any Security, that may be issued under the Registration Statement, have been duly authorized and will be validly issued, and the certificates evidencing the same will be duly executed and delivered, against receipt of the consideration approved by the Company which will be no less than the par value, if any, thereof, and (vii) the definitive terms of any Security, other than Units, offered pursuant to the Registration Statement will have been established in accordance with resolutions of the Board of Directors of the Company and applicable law.

With respect to the issuance and sale of any series of Preferred Units, we have further assumed that an appropriate certificate of designations, or similar instrument setting forth the preferential, deferred, qualified or special rights, powers, privileges, conditions or duties with respect to such series of Preferred Units will have been duly adopted and fixed by the Board of Directors of the Partnership and approved by the General Partner in a form to be described in a Prospectus Supplement, all in conformity with the requirements of the LP Agreement.

With respect to the issuance and sale of any Debt Securities, we have further assumed that (i) the Indenture will have been duly executed and delivered by the Company and the trustee named therein (the "Trustee") substantially in the form examined by us and any applicable supplemental indenture will have been duly executed and delivered by the Company and the Trustee in accordance with the terms and conditions of the Indenture regarding the creation, authentication and delivery of any supplemental indenture to such Indenture and (ii) such Debt Securities when issued, will be executed, authenticated, issued and delivered (a) against receipt of the consideration therefor approved by the Company and (b) as provided in the Indenture with respect thereto.

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With respect to the issuance and sale of any Warrants, we have further assumed that (i) a warrant agreement (the "**Warrant Agreement**") with respect to such Warrants will have been executed and delivered by the Company and a warrant agent (the "**Warrant Agent**"), (ii) the Warrants will have been duly and validly authorized, created, executed and delivered by the Company and duly executed by any Warrant Agent appointed by the Company, and (iii) the Warrants will have been issued and delivered by the Company against receipt of the consideration therefor approved by the Company.

This opinion is limited to Marshall Islands Law and is as of the date hereof. We expressly disclaim any responsibility to advise of any development or circumstance of any kind, including any change of law or fact that may occur after the date of this opinion letter that might affect the opinion expressed herein.

Based on the foregoing and having regard to legal considerations which we deem relevant, and subject to the qualifications, limitations and assumptions set forth herein, we are of the opinion that:

1. The Partnership is validly existing under Marshall Islands Law.
  2. The Partnership has the limited partnership power to enter into the Indenture and the Warrants.
  3. When the terms of the issuance and sale thereof have been duly authorized and approved by the Partnership and when issued and delivered against payment therefor in accordance with the terms of the LP Agreement, the applicable purchase, underwriting or similar agreement and the Registration Statement, Prospectus and Prospectus Supplement, the Units will be validly issued, fully paid and non-assessable.
  4. When the terms of the issuance and sale thereof have been duly authorized and approved by the Partnership and the General Partner and when issued and delivered against payment therefor in accordance with the terms of the LP Agreement, the applicable purchase, underwriting or similar agreement and the Registration Statement, Prospectus and Prospectus Supplement, the Preferred Units will be validly issued, fully paid and non-assessable.
  5. Upon the due execution and delivery of the Indenture by the parties thereto substantially in the form examined by us, when (a) the specific terms of a particular Debt Security have been duly authorized by the Partnership and established in accordance with the Indenture, and (b) such Debt Security has been duly executed, authenticated, issued for value and delivered in accordance with the Indenture, and if the Debt Securities are convertible into Securities (other than Debt Securities), then such resulting Securities will be in the case of Units or Preferred Units (subject to compliance with the requirements set forth in Paragraphs 1 and 2 above), validly issued, fully paid and non-assessable.
  6. When the specific terms of a particular Warrant have been duly authorized and approved by the Partnership and when issued and delivered against payment therefor in with the terms of the LP Agreement, the Warrant Agreement, the applicable purchase, underwriting or similar agreement and the Registration Statement, Prospectus and Prospectus Supplement, and when
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issued against payment therefor upon exercise of the Warrant, the Units or Preferred Units issued upon the exercise of such Warrant will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to our firm in the Prospectus. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or related Rules nor do we admit that we are experts with respect to any part of the Registration Statement within the meaning of the term "expert" as used in the Securities Act or related Rules.

Very truly yours,

**Watson, Farley & Williams (New York) LLP**

**/s/ Watson, Farley & Williams (New York) LLP**

By E-mail

Loan Lauren P. Nguyen,  
Division of Corporation Finance,  
Securities and Exchange Commission,  
100 F Street, N.E.,  
Washington, D.C. 20549.

Re: Capital Product Partners L.P.  
Amendment No. 2 to the Registration Statement on Form F-3  
Filed December 6, 2011  
File No. 333-177491

Dear Ms. Nguyen:

On behalf of Capital Product Partners L.P. (the "Company"), this letter responds to the comments of the staff of the Securities and Exchange Commission (the "Staff") set forth in its letter of December 5, 2011. In addition, amended Exhibit 5.1 to Amendment No. 2 to the registration statement on Form F-3 (File No. 333-177491) (the "Registration Statement"), which reflects many of these responses, has been submitted for filing on the date hereof.

All responses set forth in this letter are those of the Company. All responses are keyed to the headings indicated in the Staff's comments and are designated with the letter "R" below the comment number. The comment itself is set forth in boldface type. Capitalized terms used but not defined in this letter have the meanings specified in the draft of the Registration Statement filed on November 23, 2011.

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**Exhibit 5.1**

1. **We note that the revised opinion as to valid existence of the Partnership relies solely on a Certificate of Goodstanding issued November 22, 2011. It is not appropriate for counsel to limit the documents it examines when rendering its opinion and this language is inconsistent with clause (iv) of the second paragraph on page one. Please have counsel revise the opinion accordingly.**

R: In response to the Staff's comment, Watson Farley & Williams (New York) LLP revised its opinion and submitted to the Staff such revised opinion under Exhibit 5.1 on the date hereof.

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The Company would greatly appreciate receiving the Staff's comments on the revised Registration Statement as soon as possible. On behalf of the Company and its advisors, we once again thank you and the Staff for your assistance to date in connection with the review of the Company's submission.

If you have any questions relating to the foregoing, please feel free to call me at (212) 558-3445. I may also be reached by facsimile at (212) 558-3588 and by e-mail at claytonj@sullcrom.com. In my absence, please call Vijay S. Iyer at (212) 558-1671. He may also be reached by facsimile at (212) 291-9851 and by e-mail at iyerv@sullcrom.com.

Very truly yours,

/s/ Jay Clayton

Jay Clayton

cc: J. Nolan McWilliams  
(Securities and Exchange Commission)

Ioannis E. Lazaridis  
Jerry Kalogiratos  
Irina Taka  
(Capital Product Partners L.P.)

Vangelis G. Bairactaris, Esq.  
(G.E. Bairactaris & Partners)

George Cambanis  
Daiva Kazlauskas  
(Deloitte. Hadjipavlou Sofianos & Cambanis S.A.)

Daniel Rodgers, Esq.  
Steven Hollander  
(Watson Farley & Williams (New York) LLP)

David C. Spitzer, Esq.  
Vijay S. Iyer  
Jodi A. Singer  
(Sullivan & Cromwell LLP)