

Costamare Inc.  
Form F-3  
October 21, 2013

As filed with the Securities and Exchange Commission on October 21, 2013.

Registration No. 333-

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

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FORM F-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

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**COSTAMARE INC.**  
(Exact Name of Registrant as Specified in its Charter)

Not Applicable  
(Translation of Registrant's Name into English)

Republic of the Marshall Islands  
(State or other Jurisdiction of  
Incorporation or Organization)

N/A  
(I.R.S. Employer  
Identification No.)

60 Zephyrou Street &  
Syngrou Avenue  
17564 Athens, Greece  
(+30-210-949-0050)

(Address and telephone number of Registrant's principal executive offices)

CT Corporation System  
111 Eighth Avenue  
New York, New York 10011  
(212) 590-9338

(Name, address and telephone number of agent for service)

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*With copies to:*

William P. Rogers, Jr., Esq.  
Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, New York 10019  
(212) 474-1000

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*Approximate Date of Commencement of Proposed Sale of the Securities 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 post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, 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.

*(Cover continued on next page)*

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*(Cover continued from previous page)***CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered<sup>(1)(2)</sup></b>	<b>Proposed Maximum Aggregate Price Per Unit<sup>(2)</sup></b>	<b>Proposed Maximum Aggregate Offering Price<sup>(3)</sup></b>	<b>Amount of Registration Fee<sup>(3)</sup></b>
Common Stock, including preferred stock purchase rights, par value \$0.0001 per share				
Preferred Stock, par value \$0.0001 per share				
Debt Securities				
Warrants				
Rights				
Units				
<b>Total</b>	<b>\$253,750,000</b>	<b>100%</b>	<b>\$253,750,000</b>	<b>\$32,683</b>

(1) There are being registered hereunder such indeterminate number of the securities of each identified class being registered as may be sold from time to time at indeterminate prices, with

any initial aggregate public offering price not to exceed \$253,750,000. Separate consideration may or may not be received for shares that are issuable on exercise, conversion or exchange of other securities or that are issued in units. Rights to purchase preferred stock initially will trade together with the common stock. The value attributable to the rights, if any, will be reflected in the price of the common stock. 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  
\$253,750,000,  
less the  
aggregate  
dollar amount  
of all  
securities  
previously  
issued  
hereunder.

- (2) The proposed maximum aggregate offering price of each class of securities will be determined from time to time by the Registrant in connection with the issuance by the Registrant of the securities registered hereunder and is not specified as to each class of securities pursuant to the General Instruction II.C. of Form F-3 under the Securities Act of 1933, as amended (the Securities Act ).
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to

Rule 457(o)  
under the  
Securities Act  
with respect to  
the securities  
to be sold by  
the Registrant.  
Does not  
include an  
additional  
\$46,250,000 of  
securities  
being carried  
forward from  
Registration  
Statement No.  
333-179244 on  
Form F-3  
pursuant to  
Rule 429 of  
the Securities  
Act. A  
registration fee  
of \$5,300.25  
for such  
additional  
securities was  
previously  
paid with the  
filing of the  
previous  
registration  
statement.

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**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 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

**Pursuant to Rule 429 under the Securities Act, this Registration Statement contains a prospectus that also relates to \$46,250,000 of common stock, including preferred stock purchase rights, preferred stock, debt securities, warrants, rights and units registered under, and constitutes Post-Effective Amendment No. 1 to, Registration Statement No. 333-179244 on Form F-3 previously filed by the Registrant and declared effective on February 14, 2012.**

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**The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION, DATED OCTOBER 21, 2013.**

**PROSPECTUS**

**\$300,000,000**

**Costamare Inc.**

**Common Stock  
Preferred Stock  
Debt Securities  
Warrants  
Rights  
Units**

Through this prospectus, we may offer common stock, preferred stock, debt securities, warrants, rights and units from time to time. We may also offer securities of the types listed above that are convertible or exchangeable into one or more of the securities listed above. When we decide to sell a particular class or series of securities, we will provide specific terms of the offered securities in a prospectus supplement.

The securities covered by this prospectus may be offered and sold from time to time in one or more offerings, which may be through one or more underwriters, dealers and agents, or directly to the purchasers. The names of any underwriters, dealers or agents, if any, will be included in a supplement to this prospectus.

This prospectus describes some of the general terms that may apply to these securities and the general manner in which they may be offered. The specific terms of any securities to be offered, and the specific manner in which they may be offered, will be described in one or more supplements to this prospectus. A prospectus supplement may also add, update or change information contained in this prospectus.

Our common stock is traded on the New York Stock Exchange under the symbol **CMRE** . Our Series B Preferred Stock is traded on the New York Stock Exchange under the symbol **CMRE PRB** .

Our principal executive offices are located at 60 Zephyrou Street & Syngrou Avenue, 17564 Athens, Greece. Our telephone number at such address is +30-210-949-0050.

**Investing in our securities involves risks. Before buying any securities you should carefully read the section entitled **Risk Factors** on page 4 of this prospectus.**

**Neither the Securities and Exchange Commission nor any state or other securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The date of this prospectus is , 2013.

## FORWARD-LOOKING STATEMENTS

All statements in this prospectus that are not statements of historical fact are forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995. The disclosure and analysis set forth in this prospectus includes assumptions, expectations, projections, intentions and beliefs about future events in a number of places, particularly in relation to our operations, cash flows, financial position, plans, strategies, business prospects, changes and trends in our business and the markets in which we operate. These statements are intended as forward-looking statements. In some cases, predictive, future-tense or forward-looking words such as believe , intend , anticipate , estimate , project , forecast , plan , potential , may , should , could and expect and similar e intended to identify forward-looking statements, but are not the exclusive means of identifying such statements. In addition, we and our representatives may from time to time make other oral or written statements which are forward-looking statements, including in our periodic reports that we file with the Securities and Exchange Commission (the SEC ), other information sent to our security holders, and other written materials.

Forward-looking statements include, but are not limited to, such matters as:

general market conditions and shipping industry trends, including charter rates, vessel values and factors affecting supply and demand;

our continued ability to enter into time charters with our customers, including our ability to re-charter our vessels upon the expiry of existing charters, or to secure profitable employment for our vessels in the spot market;

our contracted revenue;



future  
operating or  
financial  
results and  
future revenues  
and expenses;

our financial  
condition and  
liquidity,  
including our  
ability to make  
required  
payments  
under our  
credit facilities,  
comply with  
our loan  
covenants and  
obtain  
additional  
financing in  
the future to  
fund capital  
expenditures,  
acquisitions  
and other  
corporate  
activities, as  
well as our  
ability to  
refinance  
indebtedness;

the overall  
health and  
condition of  
the U.S. and  
global financial  
markets,  
including the  
value of the  
U.S. dollar  
relative to  
other  
currencies;

the financial  
health of our  
counterparties,  
both to our

time charters  
and our credit  
facilities, and  
the ability of  
such  
counterparties  
to perform  
their  
obligations;

future, pending  
or recent  
acquisitions of  
vessels or other  
assets, business  
strategy, areas  
of possible  
expansion and  
expected  
capital  
spending or  
operating  
expenses;

our  
expectations  
relating to  
dividend  
payments and  
our ability to  
make such  
payments;

our  
expectations  
about  
availability of  
existing vessels  
to acquire or  
newbuilds to  
purchase, the  
time that it  
may take to  
construct and  
deliver new  
vessels,  
including our  
newbuild  
vessels  
currently on  
order, or the

useful lives of  
our vessels;

availability of  
key employees  
and crew,  
length and  
number of  
off-hire days,  
drydocking  
requirements  
and fuel and  
insurance  
costs;

our anticipated  
general and  
administrative  
expenses;

our ability to  
leverage to our  
advantage our  
managers  
relationships  
and reputation  
within the  
container  
shipping  
industry;

expected  
compliance  
with financing  
agreements and  
the expected  
effect of  
restrictive  
covenants in  
such  
agreements;

environmental  
and regulatory  
conditions,  
including  
changes in  
laws and  
regulations or  
actions taken  
by regulatory

authorities;

risks inherent  
in vessel  
operation,  
including  
terrorism,  
piracy and  
discharge of  
pollutants;

potential  
liability from  
future  
litigation;

our  
cooperation  
with our joint  
venture  
partners and  
any expected  
benefits from  
such joint  
venture  
arrangement;  
and

other  
factors  
discussed  
in the  
section  
entitled  
Risk  
Factors .

Many of these statements are based on our assumptions about factors that are beyond our ability to control or predict and are subject to risks and uncertainties that are described more fully in the Risk Factors section of this prospectus. Any of these factors or a combination of these factors could materially affect future results of operations and the ultimate accuracy of the forward-looking statements. Factors that might cause future results to differ include, but are not limited to, the following:

changes in  
law,  
governmental  
rules and  
regulations, or  
actions taken  
by regulatory  
authorities;

changes in  
economic and  
competitive  
conditions  
affecting our  
business;

potential  
liability from  
future  
litigation;

length and  
number of  
off-hire  
periods and  
dependence  
on affiliated  
managers; and

other factors  
discussed in  
the Risk  
Factors  
section of this  
prospectus.

We caution that the forward-looking statements included in this prospectus represent our estimates and assumptions only as of the date of this prospectus and are not intended to give any assurance as to future results. Assumptions, expectations, projections, intentions and beliefs about future events may, and often do, vary from actual results and these differences can be material. The reasons for this include the risks, uncertainties and factors described under the section of this prospectus entitled **Risk Factors** . As a result, the forward-looking events discussed in this prospectus might not occur and our actual results may differ materially from those anticipated in the forward-looking statements. Accordingly, you should not unduly rely on any forward-looking statements.

We undertake no obligation to update or revise any forward-looking statements contained in this prospectus, whether as a result of new information, future events, a change in our views or expectations or otherwise. New factors emerge from time to time, and it is not possible for us to predict all of these factors. Further, we cannot assess the impact of each such factor on our business or the extent to which any factor, or combination of factors, may cause actual results to be materially different from those contained in any forward-looking statement. We make no prediction or statement about the performance of our common stock.

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Unless we otherwise specify, when used in this prospectus the terms **Costamare** , the **Company** , **we** , **our** , **us** or **sin** terms refer to Costamare Inc. and its subsidiaries and/or any one of them. We use the term **twenty foot equivalent unit** or **TEU** , the international standard measure of containers, in describing the capacity of our containerships.

## THE COMPANY

We are an international owner of containerships, chartering our vessels to many of the world's largest liner companies. As of October 15, 2013, we had a fleet of approximately 60 containerships, with a total capacity in excess of 350,000 TEU, including newbuilds on order, making us one of the largest containership charter owners in the world, based on total TEU capacity. Our fleet includes several vessels in the water and on order acquired or to be acquired pursuant to the Framework Agreement with York Capital Management Global Advisors LLC by joint venture entities in which we hold a 49% equity interest. Each vessel in our fleet is a cellular containership, meaning it is a dedicated container vessel.

Our strategy is to time-charter our containerships to a geographically diverse, financially strong and loyal group of leading liner companies.

In November 2010, we completed an initial public offering of shares of our common stock and have since offered additional shares of common stock through follow-on offerings. In August 2013, we completed an offering of shares of 7.625% Series B Cumulative Redeemable Perpetual Preferred Stock ( Series B Preferred Stock ). Our common stock and Series B Preferred Stock are listed on the New York Stock Exchange. If any securities are to be listed or quoted on any other securities exchange or quotation system, the applicable prospectus supplement will so state.

We maintain our principal executive offices at 60 Zephyrou Street & Syngrou Avenue, 17564 Athens, Greece. Our telephone number at that address is +30-210-949-0050. We maintain a website at [www.costamare.com](http://www.costamare.com). The information contained on or linked to or from our website is not incorporated herein by reference. Our registered address in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of our registered agent at such address is The Trust Company of the Marshall Islands, Inc.

## **RISK FACTORS**

Investing in the securities to be offered pursuant to this prospectus may involve a high degree of risk. You should carefully consider the important factors set forth under the heading **Risk Factors** in our most recent Annual Report on Form 20-F filed with the SEC and incorporated herein by reference and in the accompanying prospectus supplement for such issuance before investing in any securities that may be offered. For further details, see the section entitled **Where You Can Find Additional Information** .

Any of the risk factors referred to above could significantly and negatively affect our business, results of operations or financial condition, which may reduce our ability to pay dividends and lower the trading price of our common stock. The risks referred to above are not the only ones that may exist. Additional risks not currently known by us or that we deem immaterial may also impair our business operations. You may lose all or a part of your investment.

## **SERVICE OF PROCESS AND ENFORCEMENT OF LIABILITIES**

We are a Marshall Islands corporation and our principal executive offices are located outside of the United States in Athens, Greece. All of our directors and officers and some of the experts in this prospectus reside outside the United States. In addition, all or a substantial portion of our assets and the assets of our directors, officers and experts are located outside of the United States. As a result, you may have difficulty serving legal process within the United States upon us or any of these persons. You may also have difficulty enforcing, both in and outside of the United States, judgments you may obtain in U.S. courts against us or these persons in any action, including actions based upon the civil liability provisions of U.S. Federal or state securities laws.

Furthermore, there is substantial doubt that the courts of the Marshall Islands or Greece would enter judgments in original actions brought in those courts predicated on U.S. Federal or state securities laws.

## **ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement that we filed with the SEC using a shelf registration process. Under this shelf registration process, we may, from time to time, sell up to an aggregate public offering price of \$300,000,000 of any combination of the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide you with this prospectus, as well as a prospectus supplement that will contain specific information about the terms of that offering. That prospectus supplement may include additional risk factors or other special considerations applicable to those particular securities. Any prospectus supplement may also add, update or change information contained in this prospectus. If there is any inconsistency between the information contained in this prospectus and any prospectus supplement, you should rely on the information contained in that particular prospectus supplement. You should read both this prospectus and any prospectus supplement together with additional information described under the heading **Where You Can Find Additional Information** .

## **WHERE YOU CAN FIND ADDITIONAL INFORMATION**

We have filed with the SEC a registration statement on Form F-3 under the Securities Act of 1933, as amended (the **Securities Act** ), with respect to the offer and sale of securities pursuant to this prospectus. This prospectus, filed as a part of the registration statement, does not contain all of the information set forth in the registration statement. The registration statement includes and incorporates by reference additional information and exhibits. Statements made in this prospectus concerning the contents of any contract, agreement or other document filed as an exhibit to the registration statement are summaries of all of the material terms of such contracts, agreements or documents, but do not repeat all of their terms. Reference is made to each such exhibit for a more





complete description of the matters involved and such statements shall be deemed qualified in their entirety by such reference. The registration statement and the exhibits and schedules thereto filed with the SEC may be inspected, without charge, and copies may be obtained at prescribed rates, at the public reference facility maintained by the SEC at its principal office at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference facility by calling 1-800-SEC-0330. The SEC also maintains a website at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. For further information pertaining to the securities offered by this prospectus and Costamare Inc., reference is made to the registration statement.

We are subject to the information and periodic reporting requirements of the Securities Exchange Act of 1934, as amended (the Exchange Act ) and we file periodic reports and other information with the SEC. These periodic reports and other information are available for inspection and copying at the SEC s public reference facilities and the website of the SEC referred to above. As a foreign private issuer , we are exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements to stockholders, but we are required to furnish certain proxy statements to stockholders under NYSE rules. Those proxy statements are not expected to conform to Schedule 14A of the proxy rules promulgated under the Exchange Act. In addition, as a foreign private issuer , we are exempt from the rules under the Exchange Act relating to short swing profit reporting and liability.

### **INCORPORATION OF CERTAIN INFORMATION BY REFERENCE**

The SEC allows us to incorporate by reference the information we file with the SEC. This means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be part of this prospectus. Any information that we file later with the SEC and that is deemed incorporated by reference will also be considered to be part of this prospectus and will automatically update and supersede the information in this prospectus. In all cases, you should rely on the later information over different information included in this prospectus.

This prospectus incorporates by reference the following documents:

our Annual  
Report on  
Form 20-F for  
the year  
ended  
December 31,  
2012, filed  
with the SEC  
on March 1,  
2013;

our Reports  
on Form 6-K,  
furnished to  
the SEC on  
April 24,  
2013 and  
April 26,  
2013, Exhibit  
10.1 to our  
Report on

Form 6-K,  
furnished to  
the SEC on  
May 29,  
2013,  
Exhibits 99.2  
to our Report  
on Form 6-K,  
furnished to  
the SEC on  
July 24, 2013  
and our  
Report on  
Form 6-K,  
furnished to  
the SEC on  
July 25, 2013;

the  
description of  
our common  
stock  
contained in  
our  
registration  
statement on  
Form 8-A  
(File No.  
001-34934),  
filed with the  
SEC on  
October 27,  
2010 which  
incorporates  
by reference  
the  
description of  
our common  
stock  
contained in  
our  
Registration  
Statement on  
Form F-1  
(File No.  
333-170033),  
as amended,  
filed with the  
SEC on  
October 20,  
2010, and any

amendments  
or reports  
filed updating  
that  
description;  
and

the  
description of  
our Series B  
Preferred  
Stock  
contained in  
our  
registration  
statement on  
Form 8-A  
(File No.  
001-34934),  
filed with the  
SEC on  
August 2,  
2013, and any  
amendments  
or reports  
filed updating  
that  
description.

We are also incorporating by reference all subsequent annual reports on Form 20-F that we file with the SEC and certain reports on Form 6-K that we furnish to the SEC after the date of this prospectus (if they state that they are incorporated by reference into this prospectus) until we file a post-effective amendment indicating that the offering of the securities made by this prospectus has been terminated. In all cases, you should rely on the later information over different information included in this prospectus or any accompanying prospectus supplement.

In accordance with Rule 402 of Regulation S-T, the XBRL related information in Exhibit 101 to our Annual Report on Form 20-F and our Reports on Form 6-K will not be deemed to be incorporated by reference into any registration statement or other document filed under the Securities Act, except as will be expressly set forth by specific reference in such filing.

We will provide, free of charge upon written or oral request, to each person to whom this prospectus is delivered, including any beneficial owner of the securities, a copy of any or all of the information that has been incorporated by reference into this prospectus, but which has not been delivered with the prospectus. Copies of these documents also may be obtained on the Investors section of our website at [www.costamare.com](http://www.costamare.com). The information contained on or linked to or from our website is not incorporated by reference into this prospectus and should not be considered part of this prospectus. Requests for such information should be made to us at the following address:

Costamare Inc.  
60 Zephyrou Street &  
Syngrou Avenue  
17564 Athens, Greece  
+30-210-949-0050  
Attention: Anastassios Gabrielides

You should assume that the information appearing in this prospectus and any accompanying prospectus supplement, as well as the information we previously filed with the SEC and incorporated by reference, is accurate as of the dates on the front cover of those documents only. Our business, financial condition and results of operations and prospects may have changed since those dates.

#### RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

The following table shows our unaudited ratio of earnings to fixed charges and preferred stock dividends for the periods indicated, computed using amounts derived from our financial statements prepared in accordance with U.S. GAAP. We completed our offering of 2,000,000 shares of 7.625% Series B Cumulative Redeemable Perpetual Preferred Stock on August 7, 2013, but did not have any preferred stock outstanding during any of the periods covered by the below table. Accordingly, the ratio of earnings to fixed charges and the ratio of earnings to fixed charges and preferred stock dividends are the same for all periods.

	Year Ended December 31,					Six Months Ended June 30,
	2008	2009	2010	2011	2012	2013
Ratio of Earnings to Fixed Charges and Preferred Stock Dividends <sup>(1)</sup>	2.54	2.41	2.18	2.16	2.00	2.39

(1) For purposes of calculating the ratio of earnings to fixed

charges  
and  
preferred  
stock  
dividends:

earnings  
consist of  
pre-tax  
income from  
continuing  
operations  
prepared  
under U.S.  
GAAP  
(which  
include  
non-cash  
unrealized  
gains and  
losses on  
derivative  
financial  
instruments)  
plus fixed  
charges and  
amortization  
of  
capitalized  
interest, net  
of  
capitalized  
interest and  
capitalized  
amortization  
of deferred  
financing  
fees;

fixed charges  
represent  
interest  
incurred  
(whether  
expensed or  
capitalized),  
amortization  
of deferred  
financing  
costs  
(whether

expensed or  
capitalized)  
and accretion  
of discount;  
and

preferred  
stock  
dividends  
refer to the  
amount of  
pre-tax  
earnings that  
is required to  
pay the cash  
dividends on  
outstanding  
preferred  
stock and is  
computed as  
the amount  
of (a) the  
dividend  
divided by  
(b) the result  
of 1 minus  
the effective  
income tax  
rate.

## USE OF PROCEEDS

Unless otherwise set forth in the applicable prospectus supplement, we intend to use the net proceeds received from the sale of the securities we offer by this prospectus for general corporate purposes, which may include, among other things:

potential  
future vessel  
acquisitions  
and other  
investments;

additions to  
working  
capital; and

the repayment  
of  
indebtedness.

We may raise additional funds from time to time through equity or debt financings not involving the issuance of securities described in this prospectus, including borrowings under credit facilities, to finance our business and operations, new vessel acquisitions and other investments.

## CAPITALIZATION AND INDEBTEDNESS

Our capitalization and indebtedness will be set forth in a prospectus supplement to this prospectus or in a report on Form 6-K subsequently furnished to the SEC and specifically incorporated herein by reference.

## DESCRIPTION OF CAPITAL STOCK

A description of our common stock can be found in our registration statement on Form 8-A (File No. 001-34934), filed with the SEC on October 27, 2010 which incorporates by reference the description of our common stock contained in our Registration Statement on Form F-1 (File No. 333- 170033), as amended, filed with the SEC on October 20, 2010, and any amendments or reports filed updating that description.

## DESCRIPTION OF PREFERRED STOCK

Our articles of incorporation authorize our board of directors to establish one or more series of preferred stock and to determine, with respect to any series of preferred stock, the terms and rights of that series. The issuance of shares of preferred stock may have the effect of discouraging, delaying or preventing a change of control of us or the removal of our management. The issuance of shares of preferred stock with voting and conversion rights may adversely affect the voting power of the holders of shares of our common stock.

The applicable prospectus supplement will describe the following terms of any series of preferred shares in respect of which this prospectus is being delivered:

the designation  
of the series;



the number of shares in the series, which our board of directors may, except where otherwise provided in the preferred shares designation, increase or decrease, but not below the number of shares then outstanding;

whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;

the dates at which dividends, if any, will be payable;

the redemption rights and price or prices, if any, for shares of the series;

the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;

the amounts payable on shares of the series in the

event of any  
voluntary or  
involuntary  
liquidation,  
dissolution or  
winding-up of  
the affairs of  
our company;

whether the  
shares of the  
series will be  
convertible into  
shares of any  
other class or  
series, or any  
other security,  
of our company  
or any other  
corporation,  
and, if so, the  
specification of  
the other class  
or series or  
other security,  
the conversion  
price or prices  
or rate or rates,  
any

rate  
adjustments,  
the date or  
dates as of  
which the  
shares will  
be  
convertible  
and all other  
terms and  
conditions  
upon which  
the  
conversion  
may be  
made;

restrictions  
on the  
issuance of  
shares of the  
same series  
or of any  
other class or  
series; and

the voting  
rights, if any,  
of the  
holders of  
the series.

On August 7, 2013, we issued 2,000,000 shares of our Series B Preferred Stock. The terms of the statement of designation allow us to issue additional shares of the Series B Preferred Stock.

The description in the applicable prospectus supplement of any preferred stock we offer will not necessarily be complete and will be qualified in its entirety by reference to the applicable statement of designation or specimen stock certificate, which will be filed with the SEC if we offer preferred stock. For more information on how you can obtain copies of any statement of designation or specimen stock certificate if we offer preferred stock, see [Where You Can Find Additional Information](#) beginning on page 4 of this prospectus. We urge you to read the applicable statement of designation, the applicable specimen stock certificate and any applicable prospectus supplement in their entirety.

## **DESCRIPTION OF DEBT SECURITIES**

We may offer debt securities. The following description of debt securities sets forth the material terms and provisions of the debt securities to which any prospectus supplement may relate. Our debt securities would be issued under an indenture between us and a trustee. The debt securities we may offer may be convertible into common stock or other securities. The indenture, a form of which is included as an exhibit to the registration statement of which this prospectus is a part, will be executed at the time we issue any debt securities. Any supplemental indentures will be filed with the SEC on a Form 6-K or by a post-effective amendment to the registration statement of which this prospectus is a part.

The particular terms of the debt securities offered by any prospectus supplement, and the extent to which the general provisions described below may apply to the offered debt securities, will be described in the applicable prospectus supplement. The indenture will be qualified under the Trust Indenture Act of 1939, as amended (the Trust Indenture Act ). The terms of the debt securities will include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act.

Because the following summaries of the material terms and provisions of the indenture and the related debt securities are not complete, you should refer to the form of the indenture and the debt securities for complete information on some of the terms and provisions of the indenture, including definitions of some of the terms used below, and the debt securities.

## **General**

The provisions of the indenture do not limit the aggregate principal amount of debt securities which may be issued thereunder. Unless otherwise provided in a prospectus supplement, the debt securities will be our direct, unsecured and unsubordinated general obligations and will have the same rank in liquidation as all of our other unsecured and unsubordinated debt. The debt securities may be convertible into common stock or other securities if specified in the applicable prospectus supplement.

## **Payments**

We may issue debt securities from time to time in one or more series. The provisions of the indenture allow us to reopen a previous issue of a series of debt securities and issue additional debt securities of that series. The debt securities may be denominated and payable in U.S. dollars or other currencies. We may also issue debt securities from time to time with the principal amount or interest payable on any relevant payment date to be determined by reference to one or more currency exchange rates, securities or baskets of securities, commodity prices or indices. Holders of these types of debt securities will receive payments of principal or interest that depend upon the

value of the applicable currency, security or basket of securities, commodity or index on the relevant payment dates.

Debt securities may bear interest at a fixed rate, which may be zero, a floating rate, or a rate which varies during the lifetime of the debt security. Debt securities bearing no interest or interest at a rate that at the time of issuance is below the prevailing market rate may be sold at a discount below their stated principal amount.

### **Terms Specified in the Applicable Prospectus Supplement**

The applicable prospectus supplement will contain, where applicable, the following terms of, and other information relating to, any offered debt securities:

the specific  
designation;

any limit on  
the aggregate  
principal  
amount of the  
debt securities,  
their purchase  
price and  
denomination;

the currency in  
which the debt  
securities are  
denominated  
and/or in  
which  
principal,  
premium, if  
any, and/or  
interest, if any,  
is payable;

the date of  
maturity;

the interest  
rate or rates or  
the method by  
which the  
calculation  
agent will  
determine the  
interest rate or  
rates, if any;

the interest  
payment dates,

if any;

the place or  
places for  
payment of the  
principal of  
and any  
premium  
and/or interest  
on the debt  
securities;

any  
repayment,  
redemption,  
prepayment or  
sinking fund  
provisions,  
including any  
redemption  
notice  
provisions;

whether we  
will issue the  
debt securities  
in registered  
form or bearer  
form or both  
and, if we are  
offering debt  
securities in  
bearer form,  
any  
restrictions  
applicable to  
the exchange  
of one form  
for another and  
to the offer,  
sale and  
delivery of  
those debt  
securities in  
bearer form;

whether we  
will issue the  
debt securities  
in definitive  
form and

under what  
terms and  
conditions;

the terms on  
which holders  
of the debt  
securities may  
convert or  
exchange these  
securities into  
or for common  
stock or other  
securities, any  
specific terms  
relating to the  
adjustment of  
the conversion  
or exchange  
feature and the  
period during  
which the  
holders may  
make the  
conversion or  
exchange;

information as  
to the methods  
for  
determining  
the amount of  
principal or  
interest  
payable on any  
date and/or the  
currencies,  
securities or  
baskets of  
securities,  
commodities  
or indices to  
which the  
amount  
payable on that  
date is linked;

any agents for  
the debt  
securities,  
including

trustees,  
depositories,  
authenticating  
or paying  
agents, transfer  
agents or  
registrars;

whether and  
under what  
circumstances  
we will pay  
additional  
amounts on  
debt securities  
for any tax,  
assessment or  
governmental  
charge  
withheld or  
deducted and,  
if so, whether  
we will have  
the option to  
redeem those  
debt securities  
rather than pay  
the additional  
amounts;

any material  
United States  
federal income  
tax or other  
income tax  
consequences,  
including, but  
not limited to:

tax  
considerations  
applicable to  
any discounted  
debt securities  
or to debt  
securities  
issued at par  
that are treated  
as having been  
issued at a  
discount for



United States  
federal income  
tax purposes;  
and

tax  
considerations  
applicable to  
any debt  
securities  
denominated  
and payable in  
non-United  
States  
currencies;

whether certain payments on the debt securities will be guaranteed under a financial insurance guarantee policy and the terms of that guarantee;

whether the debt securities will be secured;

any applicable selling restrictions; and

any other specific terms of the debt securities, including any modifications to or additional events of default, covenants or modified or eliminated acceleration rights, and any terms required by or advisable under applicable laws or regulations.

Some of the debt securities may be issued as original issue discount securities. Original issue discount securities bear no interest or bear interest at below-market rates and may be sold at a discount below their stated principal amount. The applicable prospectus supplement will contain information relating to income tax, accounting, and other special considerations applicable to original issue discount securities.

## Registration and Transfer of Debt Securities

Holders may present debt securities for exchange, and holders of registered debt securities may present these securities for transfer, in the manner, at the places and subject to the restrictions stated in the debt securities and described in the applicable prospectus supplement. We will provide these services without charge except for any tax or other governmental charge payable in connection with these services and subject to any limitations or requirements provided in the indenture or the supplemental indenture or issuer order under which that series of debt securities is issued. Holders may transfer debt securities in bearer form and/or the related coupons, if any, by delivery to the transferee. If any of the securities are held in global form, the procedures for transfer of interests in those securities will depend upon the procedures of the depositary for those global securities.

## Events of Default

The indenture provides holders of debt securities with remedies if we fail to perform specific obligations, such as making payments on the debt securities, or if we become bankrupt. Holders should review these provisions and understand which actions trigger an event of default and which actions do not. The indenture permits the issuance of debt securities in one or more series, and, in many cases, whether an event of default has occurred is determined on a series-by-series basis.

An event of default is defined under the indenture, with respect to any series of debt securities issued under the indenture, as any one or more of the following events, subject to modification in a supplemental indenture, each of which we refer to in this prospectus as an event of default, having occurred and be continuing:

default is made  
for more than  
30 days in the  
payment of  
interest,  
premium or  
principal in  
respect of the  
securities;

we fail to  
perform or  
observe any of  
our other  
obligations  
under the  
securities and  
this failure has  
continued for  
the period of  
60 days next  
following the  
service on us  
of notice  
requiring the  
same to be  
remedied;

our  
bankruptcy,  
insolvency or  
reorganization  
under any  
applicable  
bankruptcy,  
insolvency or  
insolvency  
related  
reorganization  
law;

an order is  
made or an  
effective  
resolution is  
passed for the  
winding up or  
liquidation of  
us; or

any other  
event of  
default  
provided in the  
supplemental  
indenture or  
issuer order, if  
any, under  
which that  
series of debt  
securities is  
issued.

**Acceleration of Debt Securities Upon an Event of Default**

The indenture provides that, unless otherwise set forth in a supplemental indenture:

if an event of default occurs due to the default in payment of principal of, or any premium or interest on, any series of debt securities issued under the indenture, or due to the default in the performance or breach of any other covenant or warranty of us applicable to that series of debt securities but not applicable to all outstanding debt securities issued under the indenture occurs and is continuing, either the trustee or the holders of not less than 25% in aggregate principal amount of the outstanding debt securities of each affected series, voting as one class, by notice in writing to us may declare the principal of and accrued

interest on the  
debt securities  
of such  
affected series  
(but not any  
other debt  
securities  
issued under  
the indenture)  
to be due and  
payable  
immediately;

if an event of  
default occurs  
due to  
specified  
events of  
bankruptcy,  
insolvency or  
reorganization  
of us, the  
principal of all  
debt securities  
and interest  
accrued on the  
debt securities  
to be due and  
payable  
immediately;  
and

if an event of  
default due to a  
default in the  
performance of  
any other of  
the covenants  
or agreements  
in the  
indenture  
applicable to  
all outstanding  
debt securities  
issued under  
the indenture  
occurs and is  
continuing,  
either the  
trustee or the  
holders of not

less than 25%  
in aggregate  
principal  
amount of all  
outstanding  
debt securities  
issued under  
the indenture  
for which any  
applicable  
supplemental  
indenture does  
not prevent  
acceleration  
under the  
relevant  
circumstances,  
voting as one  
class, by notice  
in writing to us  
may declare  
the principal of  
all debt  
securities and  
interest  
accrued on the  
debt securities  
to be due and  
payable  
immediately.

#### **Annulment of Acceleration and Waiver of Defaults**

In some circumstances, if any and all events of default under the indenture, other than the non-payment of the principal of the securities that has become due as a result of an acceleration, have been cured, waived or otherwise remedied, then the holders of a majority in aggregate principal amount of all series of outstanding debt securities affected, voting as one class, may annul past declarations of acceleration or waive past defaults of the debt securities.

#### **Indemnification of Trustee for Actions Taken on Your Behalf**

The indenture provides that the trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of debt securities issued under the indenture relating to the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred upon the trustee. In addition, the indenture contains a provision entitling the trustee, subject to the duty of the trustee to act with the required standard of care during a default, to be indemnified to its satisfaction by the holders of debt securities issued under the indenture before proceeding to exercise any right or power at the request of holders. Subject to these provisions and specified other limitations, the holders of a majority in aggregate principal amount of each series of outstanding debt securities of each affected series, voting as one class, may direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee.

#### **Limitation on Actions by You as an Individual Holder**

The indenture provides that no individual holder of debt securities may institute any action against us under the indenture, except actions for payment of overdue principal and interest, unless the following actions have occurred:

the holder  
must have  
previously  
given  
written  
notice to the  
trustee of  
the  
continuing  
default;

the holders  
of not less  
than 25% in  
aggregate  
principal  
amount of  
the  
outstanding  
debt  
securities of  
each  
affected  
series,  
treated as  
one class,  
must have:

requested  
the trustee  
to  
institute  
that  
action;  
and



offered the trustee indemnity satisfactory to it;

the trustee must have failed to institute that action within 60 days after receipt of the request referred to above; and

the holders of a majority in principal amount of the outstanding debt securities of each affected series, voting as one class, must not have given directions to the trustee inconsistent with those of the holders referred to above.

The indenture contains a covenant that we will file annually with the trustee a certificate of no default or a certificate specifying any default that exists.

#### **Discharge, Defeasance and Covenant Defeasance**

We have the ability to eliminate most or all of our obligations on any series of debt securities prior to maturity if we comply with the following provisions:

**Discharge of Indenture.** We may discharge all of our obligations, other than as to transfers and exchanges, under the indenture after we have:

paid or  
caused to be  
paid the  
principal of  
and interest  
on all of the  
outstanding  
debt  
securities in  
accordance  
with their  
terms;

delivered to  
the trustee  
for  
cancellation  
all of the  
outstanding  
debt  
securities; or

irrevocably  
deposited  
with the  
trustee cash  
or, in the  
case of a  
series of  
debt  
securities  
payable only  
in U.S.  
dollars, U.S.  
government  
obligations  
in trust for  
the benefit  
of the  
holders of  
any series of  
debt  
securities  
issued under  
the  
indenture  
that have

either become due and payable, or are by their terms due and payable, or are scheduled for redemption, within one year, in an amount certified to be sufficient to pay on each date that they become due and payable, the principal of and interest on, and any mandatory sinking fund payments for, those debt securities. However, the deposit of cash or U.S. government obligations for the benefit of holders of a series of debt securities that are due and payable, or are scheduled for redemption, within one year will

discharge  
obligations  
under the  
indenture  
relating only  
to that series  
of debt  
securities.

***Defeasance of a Series of Securities at Any Time.*** We may also discharge all of our obligations, other than as to transfers and exchanges, under any series of debt securities at any time, which we refer to as defeasance in this prospectus. We may be released with respect to any outstanding series of debt securities from the obligations imposed by any covenants and elect not to comply with those covenants without creating an event of default. Discharge under those procedures is called covenant defeasance.

Defeasance or covenant defeasance may be effected only if, among other things:

we  
irrevocably  
deposit with  
the trustee  
cash or, in  
the case of  
debt  
securities  
payable  
only in U.S.  
dollars, U.S.  
government  
obligations,  
as trust  
funds in an  
amount  
certified to  
be sufficient  
to pay on  
each date  
that they  
become due  
and payable,  
the principal  
of and  
interest on,  
and any  
mandatory  
sinking fund  
payments  
for, all  
outstanding  
debt  
securities of

the series  
being  
defeased;  
and

we deliver  
to the  
trustee an  
opinion of  
counsel to  
the effect  
that:

the holders  
of the series  
of debt  
securities  
being  
defeased  
will not  
recognize  
income,  
gain or loss  
for United  
States  
federal  
income tax  
purposes as  
a result of  
the  
defeasance  
or covenant  
defeasance;

the  
defeasance  
or covenant  
defeasance  
will not  
otherwise  
alter those  
holders  
United  
States  
federal  
income tax  
treatment of  
principal  
and interest  
payments  
on the series

of debt  
securities  
being  
defeased;  
and

in the case  
of a  
defeasance,  
this opinion  
must be  
based on a  
ruling of the  
Internal  
Revenue  
Service or a  
change in  
United  
States  
federal  
income tax  
law  
occurring  
after the  
date of this  
prospectus,  
since that  
result would  
not occur  
under  
current tax  
law.

## Modification of the Indenture

**Modification without Consent of Holders.** We and the trustee may enter into supplemental indentures without the consent of the holders of debt securities issued under the indenture to:

secure any  
debt securities;

evidence the  
assumption by  
a successor  
corporation of  
our  
obligations;

add covenants  
for the  
protection of  
the holders of  
debt securities;

cure any  
ambiguity or  
correct any  
inconsistency;

establish the  
forms or terms  
of debt  
securities of  
any series; or

evidence the  
acceptance of  
appointment  
by a successor  
trustee.

**Modification with Consent of Holders.** We and the trustee, with the consent of the holders of not less than a majority in aggregate principal amount of each affected series of outstanding debt securities, voting as one class, may add any provisions to, or change in any manner or eliminate any of the provisions of, the indenture or modify in any manner the rights of the holders of those debt securities. However, we and the trustee may not make any of the following changes to any outstanding debt security without the consent of each holder that would be affected by the change:

extend the  
final  
maturity of  
the security;

reduce the  
principal  
amount;

reduce the  
rate or  
extend the  
time of  
payment of  
interest;

reduce any  
amount  
payable on  
redemption;

change the  
currency in  
which the  
principal,  
including  
any amount  
of original  
issue  
discount,  
premium, or  
interest on  
the security  
is payable;

modify or  
amend the  
provisions  
for  
conversion  
of any  
currency into  
another  
currency;

reduce the  
amount of  
any original  
issue  
discount  
security  
payable upon  
acceleration  
or provable  
in  
bankruptcy;



alter the terms on which holders of the debt securities may convert or exchange debt securities for common stock or other securities, other than in accordance with the antidilution provisions or other similar adjustment provisions included in the terms of the debt securities;

impair the right of any holder to institute suit for the enforcement of any payment on any debt security when due; or

reduce the percentage of debt securities the consent of whose holders is required for modification of the indenture.

## Form of Debt Security

Each debt security will be represented either by a certificate issued in definitive form to a particular investor or by one or more global securities representing the entire issuance of securities. Both certificated securities in definitive form and global securities may be issued either:

in  
registered  
form,  
where our  
obligation  
runs to the  
holder of  
the  
security  
named on  
the face of  
the  
security;  
or

in bearer  
form,  
where our  
obligation  
runs to the  
bearer of  
the  
security.

Definitive securities name you or your nominee as the owner of the security, other than definitive bearer securities, which name the bearer as owner, and in order to transfer or exchange these securities or to receive payments other than interest or other interim payments, you or your nominee must physically deliver the securities to the trustee, registrar, paying agent or other agent, as applicable.

Global securities name a depositary or its nominee as the owner of the debt securities represented by these global securities, other than global bearer securities, which name the bearer as owner. The depositary maintains a computerized system that will reflect each investor's beneficial

ownership of the securities through an account maintained by the investor with its broker/dealer, bank, trust company or other representative, as we explain more fully below.

## **Global Securities**

**Registered Global Securities.** We may issue the debt securities in the form of one or more fully registered global securities that will be deposited with a depository or its nominee identified in the applicable prospectus supplement and registered in the name of that depository or nominee. In those cases, one or more registered global securities will be issued in a denomination or aggregate denominations equal to the portion of the aggregate principal or face amount of the securities to be represented by registered global securities. Unless and until it is exchanged in whole for securities in definitive registered form, a registered global security may not be transferred except as a whole by and among the depository for the registered global security, the nominees of the depository or any successors of the depository or those nominees. If not described below, any specific terms of the depository arrangement with respect to any securities to be represented by a registered global security will be described in the prospectus supplement relating to those securities. We anticipate that the following provisions will apply to all depository arrangements:

Ownership of beneficial interests in a registered global security will be limited to persons, called participants, that have accounts with the depository or persons that may hold interests through participants. Upon the issuance of a registered global security, the depository will credit, on its book-entry registration and transfer system, the participants accounts with the respective principal or face amounts of the securities beneficially owned by the participants. Any dealers, underwriters or selling agents participating in the distribution of the securities will designate the accounts to be credited. Ownership of beneficial interests in a registered global security will be shown on, and the transfer of ownership interests will be effected only through, records maintained by the depository, with respect to interests of participants, and on the records of participants, with respect to interests of persons holding through participants. The laws of some jurisdictions may require that some purchasers of securities take physical delivery of these securities in definitive form. These laws may impair your ability to own, transfer or pledge beneficial interests in registered global securities. So long as the depository, or its nominee, is the registered owner of a registered global security, that depository or its nominee, as the case may be, will be considered the sole owner or holder of the securities represented by the registered global security for all purposes under the indenture.

Except as described below, owners of beneficial interests in a registered global security will not be entitled to have the securities represented by the registered global security registered in their names, will not receive or be entitled to receive physical delivery of the securities in definitive form and will not be considered the owners or holders of the securities under the indenture. Accordingly, each person owning a beneficial interest in a registered global security must rely on the procedures of the depository for that registered global security and, if that person is not a participant, on the procedures of the participant through which the person owns its interest, to exercise any rights of a holder under the indenture. We understand that under existing industry practices, if we request any action of holders or if an owner of a beneficial interest in a registered global security desires to give or take any action that a holder is entitled to give or take under the indenture, the depository for the registered global security would authorize the participants holding the relevant beneficial interests to give or take that action, and the participants would authorize beneficial owners owning through them to give or take that action or would otherwise act upon the instructions of beneficial owners holding through them.

Principal, premium, if any, and interest payments on debt securities represented by a registered global security registered in the name of a depository or its nominee will be made to the depository or its nominee, as the case may be, as the registered owner of the registered global security. None of us, the trustee or any other agent of us or agent of the trustee will have any responsibility or liability for any aspect of the records relating to payments made on account of beneficial ownership interests in the registered global security or for maintaining, supervising or reviewing any records relating to those beneficial ownership interests. We expect that the depository for any of the securities represented by a registered global security, upon receipt of any payment of principal,



premium, interest or other distribution of underlying securities or other property to holders on that registered global security, will immediately credit participants' accounts in amounts proportionate to their respective beneficial interests in that registered global security as shown on the records of the depository. We also expect that payments by participants to owners of beneficial interests in a registered global security held through participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of those participants.

If the depository for any of these securities represented by a registered global security is at any time unwilling or unable to continue as depository or ceases to be a clearing agency registered under the Exchange Act, and a successor depository registered as a clearing agency under the Exchange Act is not appointed by us within 90 days, we will issue securities in definitive form in exchange for the registered global security that had been held by the depository. In addition, we may, at any time and in our sole discretion, decide not to have any of the securities represented by one or more registered global securities. If we make that decision, we will issue securities in definitive form in exchange for all of the registered global security or securities representing those securities. Any securities issued in definitive form in exchange for a registered global security will be registered in the name or names that the depository gives to the relevant trustee or other relevant agent of ours or theirs. It is expected that the depository's instructions will be based upon directions received by the depository from participants with respect to ownership of beneficial interests in the registered global security that had been held by the depository.

***Bearer Global Securities.*** The securities may also be issued in the form of one or more bearer global securities that will be deposited with a common depository for the Euroclear System and Clearstream Banking, *société anonyme* or with a nominee for the depository identified in the prospectus supplement relating to those securities. The specific terms and procedures, including the specific terms of the depository arrangement, with respect to any securities to be represented by a bearer global security will be described in the prospectus supplement relating to those securities.

#### **New York Law to Govern**

The indenture and the debt securities will be governed by the laws of the State of New York.

#### **DESCRIPTION OF WARRANTS**

We may issue warrants to purchase our equity securities or securities of third parties or other rights, including rights to receive payment in cash or securities based on the value, rate or price of one or more specified commodities, currencies, securities or indices, or any combination of the foregoing. Warrants may be issued independently or together with any other securities and may be attached to, or separate from, such securities. A series of warrants may be issued under a separate warrant agreement to be entered into between us and a warrant agent. The terms of any warrants to be issued and a description of the material provisions of any applicable warrant agreement will be set forth in the applicable prospectus supplement.

The applicable prospectus supplement will describe the following terms of any warrants in respect of which this prospectus is being delivered:

the title of  
such  
warrants;

the aggregate  
number of  
such  
warrants;

the price or  
prices at  
which such  
warrants will  
be issued;

the currency  
or currencies,  
in which the  
price of such  
warrants will  
be payable;

the securities  
or other  
rights,  
including  
rights to  
receive  
payment in  
cash or  
securities  
based on the  
value, rate or  
price of one  
or more  
specified  
commodities,  
currencies,  
securities or  
indices, or  
any  
combination  
of the  
foregoing,  
purchasable  
upon exercise  
of such  
warrants;

the price at  
which and the  
currency or  
currencies, in  
which the  
securities or  
other rights  
purchasable  
upon exercise  
of such

warrants may  
be purchased;

the date on which the right to exercise such warrants shall commence and the date on which such right shall expire;

the amount of warrants outstanding;

if applicable, the minimum or maximum amount of such warrants which may be exercised at any one time;

if applicable, the designation and terms of the securities with which such warrants are issued and the number of such warrants issued with each such security;

if applicable, the date on and after which such warrants and the related securities will be separately transferable;

information with respect to book-entry procedures, if any;



if applicable, a discussion of any material United States Federal income tax considerations; and

any other terms of such warrants, including terms, procedures and limitations relating to the exchange and exercise of such warrants.

The description in the applicable prospectus supplement of any warrants we offer will not necessarily be complete and will be qualified in its entirety by reference to the applicable warrant certificate or warrant agreement, which will be filed with the SEC if we offer warrants. For more information on how you can obtain copies of any warrant certificate or warrant agreement if we offer warrants, see [Where You Can Find Additional Information](#) beginning on page 4 of this prospectus. We urge you to read the applicable warrant certificate, the applicable warrant agreement and any applicable prospectus supplement in their entirety.

### **DESCRIPTION OF RIGHTS**

We may issue rights to purchase our equity securities. These rights may be issued independently or together with any other security offered by this prospectus and may or may not be transferable by the stockholder receiving the rights in the rights offering. In connection with any rights offering, we may enter into a standby underwriting agreement with one or more underwriters pursuant to which the underwriter will purchase any securities that remain unsubscribed for upon completion of the rights offering.

The applicable prospectus supplement relating to any rights will describe the terms of the offered rights, including, where applicable, the following:

the exercise price for the rights;

the number of rights issued to each stockholder;

the extent to which the rights are transferable;

any other terms of  
the rights,  
including terms,  
procedures and  
limitations  
relating to the  
exchange and  
exercise of the  
rights;

the date on which  
the right to  
exercise the rights  
will commence  
and the date on  
which the right  
will expire;

the amount of  
rights  
outstanding;

the extent to  
which the rights  
include an  
over-subscription  
privilege with  
respect to  
unsubscribed  
securities; and

the material terms  
of any standby  
underwriting  
arrangement  
entered into by us  
in connection  
with the rights  
offering.

The description in the applicable prospectus supplement of any rights we offer will not necessarily be complete and will be qualified in its entirety by reference to the applicable rights certificate or rights agreement, which will be filed with the SEC if we offer rights. For more information on how you can obtain copies of any rights certificate or rights agreement if we offer rights, see [Where You Can Find Additional Information](#) beginning on page 4 of this prospectus.

We urge you to read the applicable rights certificate, the applicable rights agreement and any applicable prospectus supplement in their entirety.

### DESCRIPTION OF THE UNITS

We may issue units consisting of common stock, preferred stock, warrants, rights and debt securities, or in combination thereof. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately, at any time, or at any time before a specified date.

The applicable prospectus supplement relating to any series of units will describe the terms of the units, including, where applicable, the following:

the  
designation  
and terms of  
the units and  
of the  
securities  
comprising the  
units,  
including  
whether and  
under what  
circumstances  
those  
securities may  
be held or  
transferred  
separately;

any provisions  
of the  
governing unit  
agreement;  
and

any provisions  
for the  
issuance,  
payment,  
settlement,  
transfer, or  
exchange of  
the units or of  
the securities  
comprising the  
units.

The description in the applicable prospectus supplement of any units we offer will not necessarily be complete and will be qualified in its entirety by reference to the applicable unit certificate or unit agreement, which will be filed with the SEC if we offer units. For more information on how you can obtain copies of any unit certificate or unit agreement if we offer units, see [Where You Can Find Additional Information](#) beginning on page 4 of this prospectus. We urge you to read the applicable unit certificate, the applicable unit agreement and any applicable prospectus supplement in their entirety.

### PLAN OF DISTRIBUTION

We may offer and sell, from time to time, some or all of the securities covered by this prospectus up to an aggregate public offering price of \$300,000,000. We have registered the securities covered by this prospectus for offer and sale so that those securities may be freely sold to the public. Registration of the securities covered by this prospectus does not mean, however, that those securities necessarily will be offered or sold.

Securities covered by this prospectus may be sold from time to time, in one or more transactions, at market prices prevailing at the time of sale, at prices related to market prices, at a fixed price or prices subject to change, at varying prices determined at the time of sale or at negotiated prices, by a variety of methods including the following:

on the NYSE or  
any other  
national  
securities  
exchange or U.S.  
inter-dealer  
system of a  
registered  
national  
securities  
association on  
which our  
common stock  
may be listed or  
quoted at the  
time of sale;

in the  
over-the-counter  
market;

in privately  
negotiated  
transactions;

in an exchange  
distribution in  
accordance with  
the rules of the  
applicable  
exchange;

as settlement of  
short sales  
entered into after  
the date of the  
prospectus;

through the  
writing or  
settlement of  
options or other  
hedging  
transactions,  
whether through  
an options  
exchange or  
otherwise;

through  
broker-dealers,  
who may act as  
agents or  
principals;

through sales at  
the market to or  
through a  
market-maker;

in a block trade,  
in which a  
broker-dealer  
will attempt to  
sell a block as  
agent but may  
position and  
resell a portion  
of the block as  
principal to  
facilitate the  
transaction;

through one  
or more  
underwriters  
on a firm  
commitment  
or  
best-efforts  
basis;

directly to  
one or more  
purchasers;

through  
agents;

in options  
transactions;

over the  
Internet;

any other  
method  
permitted  
pursuant to  
applicable  
law; or

in any  
combination  
of the above.

In effecting sales, brokers or dealers engaged by us may arrange for other brokers or dealers to participate.  
Broker-dealer transactions may include:

purchases of  
the securities  
by a  
broker-dealer  
as principal  
and resales of  
the securities  
by the  
broker-dealer  
for its account  
pursuant to  
this  
prospectus;

ordinary  
brokerage  
transactions;  
or

transactions  
in which the  
broker-dealer  
solicits  
purchasers.

In addition, we may sell any securities covered by this prospectus in private transactions or under Rule 144 of the Securities Act rather than pursuant to this prospectus.

In connection with the sale of securities covered by this prospectus, broker-dealers may receive commissions or other compensation from us in the form of commissions, discounts or concessions. Broker-dealers may also receive compensation from purchasers of the securities for whom they act as agents or to whom they sell as principals or both. Compensation as to a particular broker-dealer may be in excess of customary commissions or in amounts to be negotiated. In connection with any underwritten offering, underwriters may receive compensation in the form of discounts, concessions or commissions from us or from purchasers of the securities for whom they act as agents. Underwriters may sell the securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agents. Any underwriters, broker-dealers or agents that participate in the distribution of the securities may be deemed to be underwriters within the meaning of the Securities Act and any profit on the sale of the securities by them and any discounts, commissions or concessions received by any of those underwriters, broker-dealers or agents may be deemed to be underwriting discounts and commissions under the Securities Act.

In connection with the distribution of the securities covered by this prospectus or otherwise, we may enter into hedging transactions with broker-dealers or other financial institutions. In connection with such transactions, broker-dealers or other financial institutions may engage in short sales of our securities in the course of hedging the positions they assume with us. We may also sell securities short and deliver the securities offered by this prospectus to close out our short positions. We may also enter into option or other transactions with broker-dealers or other financial institutions, which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus, as supplemented or amended to reflect such transaction. We may also from time to time pledge securities pursuant to the margin provisions of any customer agreements with brokers. Upon default, the broker may offer and sell such pledged securities from time to time pursuant to this prospectus, as supplemented or amended to reflect such transaction.

At any time a particular offer of the securities covered by this prospectus is made, a revised prospectus or prospectus supplement, if required, will be distributed which will set forth the aggregate amount of securities covered by this prospectus being offered and the terms of the offering, including the expected issue price or method of determining the price, the time period during which the offer will be open and whether the purchase period may be extended or shortened, the method and time limits for paying up and delivering securities, name or names of any underwriters, dealers, brokers or agents, any discounts, commissions, concessions and other items constituting compensation from us and any discounts, commissions or concessions allowed or reallocated or paid to dealers. Such prospectus supplement, and, if necessary, a post-effective amendment to the registration statement of which this prospectus is a part, will be filed with the

SEC to reflect the disclosure of additional information with respect to the distribution of the securities covered by this prospectus. In order to comply with the securities laws of certain states, if applicable, the securities sold under this prospectus may only be sold through registered or licensed broker- dealers. In addition, in some states the securities may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from registration or qualification requirements is available and is complied with.

In connection with an underwritten offering, we would execute an underwriting agreement with an underwriter or underwriters. Unless otherwise indicated in the revised prospectus or applicable prospectus supplement, such underwriting agreement would provide that the obligations of the underwriter or underwriters are subject to certain conditions precedent and that the underwriter or underwriters with respect to a sale of the covered securities will be obligated to purchase all of the covered securities if any such securities are purchased. We may grant to the underwriter or underwriters an option to purchase additional securities at the public offering price, as may be set forth in the revised prospectus or applicable prospectus supplement. If we grant any such option, the terms of the option will be set forth in the revised prospectus or applicable prospectus supplement.

Pursuant to a requirement by the Financial Industry Regulatory Authority, or FINRA , the maximum commission or discount to be received by any FINRA member or independent broker-dealer may not be greater than 8% of the gross proceeds received by us for the sale of any securities being registered pursuant to SEC Rule 415 under the Securities Act. If more than five percent of the net proceeds of any offering of securities made under this prospectus will be received by any FINRA member participating in the offering or by affiliates or associated persons of such FINRA member or any participating member who otherwise would have a conflict of interest under FINRA Rules, the offering will be conducted in accordance with NASD Conduct Rule 2720.

Underwriters, agents, brokers or dealers may be entitled, pursuant to relevant agreements entered into with us, to indemnification by us against certain civil liabilities, including liabilities under the Securities Act that may arise from any untrue statement or alleged untrue statement of a material fact, or any omission or alleged omission to state a material fact in this prospectus, any supplement or amendment hereto, or in the registration statement of which this prospectus forms a part, or to contribution with respect to payments which the underwriters, agents, brokers or dealers may be required to make.

We will bear all costs relating to all of the securities being registered under the registration statement of which this prospectus is a part.

### EXPENSES

The following are the expenses estimated to be incurred by us in connection with a possible offering of \$300,000,000 of the securities registered under this registration statement.

SEC Registration Fee	\$	32,683
Printing		*
Legal Fees and Expenses		*
Accountants Fees and Expenses		*
NYSE Fees		*
FINRA Fee		38,563
Miscellaneous Costs		*
Total	\$	*



\* To be provided by a prospectus supplement or as an exhibit to a Report on Form 6-K that is incorporated by reference into this prospectus.

#### **LEGAL MATTERS**

The validity of the securities that may be offered by this prospectus and certain other matters relating to Marshall Islands law will be passed upon for us by Cozen O Connor, New York, New

York. Certain other legal matters relating to United States law will be passed upon for us by Cravath, Swaine & Moore LLP, New York, New York.

### **EXPERTS**

The consolidated financial statements of Costamare Inc., appearing in the Company's Annual Report on Form 20-F for the year ended December 31, 2012 and the effectiveness of the Company's internal control over financial reporting as of December 31, 2012 have been audited by Ernst & Young (Hellas) Certified Auditors Accountants S.A., independent registered public accounting firm, as set forth in its reports thereon included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports, given on the authority of such firm as experts in accounting and auditing. The address of Ernst & Young (Hellas) Certified Auditors Accountants S.A. is 11th km National Road Athens-Lamia, GR14451, Metamorphosi Athens, Greece.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

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

The Registrant is a corporation of the Republic of the Marshall Islands (the "Marshall Islands"). Section 60 of the Business Corporations Act of the Marshall Islands (the "BCA") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest, or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe such person's conduct was unlawful.

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

To the extent that a director or officer of a Marshall Islands corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in the preceding paragraphs, or in the defense of a claim, issue or matter therein, such director or officer shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such director or officer in connection therewith. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the corporation as authorized under Section 60 of the BCA.

Section 60 of the BCA also permits a Marshall Islands corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer against any liability asserted against such person and incurred by such person in such capacity whether or not the corporation would have the power to indemnify such person against such liability under the provisions of Section 60 of the BCA.

The indemnification and advancement of expenses provided by, or granted pursuant to, Section 60 of the BCA are not exclusive of any other rights to which those seeking indemnification and



advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

The Registrant's articles of incorporation include a provision that eliminates the personal liability of directors for monetary damages for actions taken as a director to the fullest extent permitted by law.

The Registrant's bylaws provide that the Registrant must indemnify, to the fullest extent permitted by applicable law, any person who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any action, suit, claim, inquiry or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Registrant) and whether formal or informal, by reason of the fact that such person, or any other person for whom such person is the legal representative, is or was a director or officer of the Registrant or is or was serving at the Registrant's request as a director, officer, employee, trustee or agent of another entity or of a partnership, joint venture, trust, nonprofit entity or other entity (including service with respect to employee benefit plans) against all liability and loss suffered, and expenses (including attorneys' fees) actually and reasonably incurred, by such person in connection with such action, suit, claim, inquiry or proceeding. The Registrant's bylaws also expressly authorize the advancement of certain expenses (including attorneys' fees and disbursements and court costs) to directors and officers and the carrying of directors' and officers' insurance providing indemnification for the Registrant's directors, officers and certain employees for some liabilities.

#### Item 9. Exhibits

Exhibit No.	Description
1.1	Form of Underwriting Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.1	Second Amended and Restated Articles of Incorporation (incorporated by reference to Exhibit 1.1 to the Company's Annual Report on Form 20-F filed with the SEC on March 1, 2013 (File No. 001-34934)).
4.2	First Amended and Restated Bylaws (incorporated by reference to Exhibit 1.2 to the Company's Annual Report on Form 20-F filed with the SEC on March 1, 2013 (File No. 001-34934)).
4.3	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form F-1/A filed with the SEC on October 27, 2010 (Registration No. 333-170033)).
4.4	Stockholder Rights Agreement (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form F-1 filed with the SEC on October 20, 2010 (Registration No. 333-170033)).
4.5	Form of Statement of Designation (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.6	Form of Preferred Stock Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.7	Statement of Designation of the 7.625% Series B Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 3.3 to the Company's Registration Statement on Form 8-A filed with the SEC on August 2, 2013 (File No. 001-34934)).
4.8	Specimen Stock Certificate of 7.625% Series B Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form 8-A filed with the SEC on August 2, 2013 (File No. 001-34934)).

4.9 Form of Indenture (incorporated by reference to Exhibit 4.4 to the Company's Registration Statement on Form F-3 filed with the SEC on January 30, 2012 (Registration No. 333-179244)).

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<b>Exhibit No.</b>	<b>Description</b>
4.10	Form of Debt Securities (included in Exhibit 4.9).
4.11	Form of Warrant Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.12	Form of Warrant Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.13	Form of Rights Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.14	Form of Rights Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.15	Form of Unit Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.16	Form of Unit Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
5.1	Opinion of Cozen O Connor (New York) (special counsel on Marshall Islands law to the Company).
5.2	Opinion of Cravath, Swaine & Moore LLP (United States counsel to the Company).
12	Statement regarding computation of ratio of earnings to fixed charges and preferred stock dividends.
23.1	Consent of Independent Registered Public Accounting Firm.
23.2	Consent of Cozen O Connor (New York) (included in Exhibit 5.1).
23.3	Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.2).
24.1	Powers of Attorney (included on the signature page hereto).
25.1	Form T-1 Statement of Eligibility for Indenture (to be filed in accordance with Section 305(b)(2) of the Trust Indenture Act of 1939, as amended).

#### **Item 10. Undertakings**

The undersigned registrant hereby undertakes:

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

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended;

(ii) 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 SEC pursuant to Rule 424(b) of the Securities Act of 1933, as amended, if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement; and

(iii) 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 (i), (ii) and (iii) 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

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furnished to the SEC 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 registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of this registration statement.

That, for the purpose of determining any liability under the Securities Act of 1933, as amended, 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.

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.

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 of 1933, as amended, 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 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 of 1933, as amended, or Rule 3-19 of the Securities Act of 1933, as amended, if such financial statements and information are contained in periodic reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, that are incorporated by reference in the Form F-3.

That, for the purpose of determining liability under the Securities Act of 1933, as amended, 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 of 1933, as amended, 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.

That, for the purpose of determining liability of the registrant under the Securities Act of 1933, as amended, 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:



- (i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) 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;
- (iii) 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
- (iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

That, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended), 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.

To supplement the prospectus, after the expiration of the subscription period, to set forth the results of the subscription offer, the transactions by the underwriters during the subscription period, the amount of unsubscribed securities to be purchased by the underwriters, and the terms of any subsequent reoffering thereof. If any public offering by the underwriters is to be made on terms differing from those set forth on the cover page of the prospectus, a post-effective amendment will be filed to set forth the terms of such offering.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, as amended, and will be governed by the final adjudication of such issue.

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 in accordance with the rules and regulations prescribed by the SEC under section 305(b)2 of the Trust Indenture Act.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the undersigned 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 Athens, Greece, on October 21, 2013.

COSTAMARE INC.

By: **/S/ KONSTANTINOS KONSTANTAKOPOULOS**  
**Name: Konstantinos Konstantakopoulos**  
**Title: Chief Executive Officer**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Konstantinos Konstantakopoulos, Gregory Zikos and Anastassios Gabrielides his or her true and lawful attorney-in-fact and agent, with full powers of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement, including any subsequent registration statement for the same offering which may be filed under Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated on October 21, 2013.

Signature	Title
<b>/S/ KONSTANTINOS                      KONSTANTAKOPOULOS</b> <hr/> <b>(Konstantinos                      Konstantakopoulos)</b>	Chief Executive Officer and Chairman (Principal Executive Officer)
<b>/S/ GREGORY ZIKOS</b> <hr/> <b>(Gregory Zikos)</b>	Chief Financial Officer and Director (Principal Financial and Accounting Officer)
<b>/S/ KONSTANTINOS                      ZACHARATOS</b> <hr/> <b>(Konstantinos Zacharatos)</b>	Director
<b>/S/ CHARLOTTE STRATOS</b> <hr/> <b>(Charlotte Stratos)</b>	Director
<b>/S/ VAGN LEHD MøLLER</b>	Director

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**(Vagn Lehd Møller)**

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**AUTHORIZED UNITED STATES REPRESENTATIVE**

Pursuant to the requirement of the Securities Act of 1933, the undersigned, the duly authorized representative in the United States of the aforementioned Registrant, has signed this Registration Statement on October 21, 2013.

PUGLISI & ASSOCIATES

By: **/S/ DONALD J. PUGLISI**  
**Name: Donald J. Puglisi**  
**Title: Managing Director**

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## INDEX TO EXHIBITS

<b>Exhibit No.</b>	<b>Description</b>
1.1	Form of Underwriting Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.1	Second Amended and Restated Articles of Incorporation (incorporated by reference to Exhibit 1.1 to the Company's Annual Report on Form 20-F filed with the SEC on March 1, 2013 (File No. 001-34934)).
4.2	First Amended and Restated Bylaws (incorporated by reference to Exhibit 1.2 to the Company's Annual Report on Form 20-F filed with the SEC on March 1, 2013 (File No. 001-34934)).
4.3	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form F-1/A filed with the SEC on October 27, 2010 (Registration No. 333-170033)).
4.4	Stockholder Rights Agreement (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form F-1 filed with the SEC on October 20, 2010 (Registration No. 333-170033)).
4.5	Form of Statement of Designation (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.6	Form of Preferred Stock Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.7	Statement of Designation of the 7.625% Series B Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 3.3 to the Company's Registration Statement on Form 8-A filed with the SEC on August 2, 2013 (File No. 001-34934)).
4.8	Specimen Stock Certificate of 7.625% Series B Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form 8-A filed with the SEC on August 2, 2013 (File No. 001-34934)).
4.9	Form of Indenture (incorporated by reference to Exhibit 4.4 to the Company's Registration Statement on Form F-3 filed with the SEC on January 30, 2012 (Registration No. 333-179244)).
4.10	Form of Debt Securities (included in Exhibit 4.9).
4.11	Form of Warrant Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.12	Form of Warrant Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.13	Form of Rights Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.14	Form of Rights Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.15	Form of Unit Agreement (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
4.16	Form of Unit Certificate (to be filed as an exhibit to a report on Form 6-K and incorporated herein by reference).
5.1	Opinion of Cozen O'Connor (New York) (special counsel on Marshall Islands law to the Company).
5.2	Opinion of Cravath, Swaine & Moore LLP (United States counsel to the Company).
12	Statement regarding computation of ratio of earnings to fixed charges and preferred stock dividends.

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| 23.1 | Consent of Independent Registered Public Accounting Firm.   |
| 23.2 | Consent of Cozen O Connor (New York) (included in Exhibit 5.1).   |
| 23.3 | Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.2).   |
| 24.1 | Powers of Attorney (included on the signature page hereto).   |
| 25.1 | Form T-1 Statement of Eligibility for Senior Indenture (to be filed in accordance with Section 305(b)(2) of the Trust Indenture Act of 1939, as amended). |
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